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FERC Docket: RP10-627-000

Second Revised Sheet No. 0 Saltville Gas Storage Company L.L.C.: Original Volume No. 1

Second Revised Sheet No. 0

Superseding: First Revised Sheet No. 0

FERC GAS TARIFF

ORIGINAL VOLUME NO. 1

of

SALTVILLE GAS STORAGE COMPANY L.L.C.

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

COMMUNICATIONS REGARDING THIS TARIFF

SHOULD BE ADDRESSED TO:

JANICE K. DEVERS
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SALTVILLE GAS STORAGE COMPANY L.L.C.

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FERC Docket: RP10-627-000

First Revised Sheet No. 1 First Revised Sheet No. 1 Superseding: Original Sheet No. 1

FERC GAS TARIFF

ORIGINAL VOLUME NO. 1

# SALTVILLE GAS STORAGE COMPANY L.L.C.

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FERC Docket: RP08-156-000

Second Revised Sheet No. 2 second Revised Sheet No. 2 : Effective

Superseding: First Revised Sheet No. 2

#### PRELIMINARY STATEMENT

This Original Volume No. 1 of Saltville Gas Storage Company L.L.C.'s ("Saltville") FERC Gas Tariff contains the Rate Statements, Rate Schedules and General Terms and Conditions applicable to open-access firm storage, Interruptible storage, Interruptible park, and Interruptible loan services performed by Saltville Gas Storage Company L.L.C. through its facilities located in Smyth County and Washington County, Virginia, pursuant to Rate Schedules FSS, ISS, IPS, and ILS.

Saltville Gas Storage Company L.L.C. is a Virginia limited liability company principally engaged in the business of storing natural Gas for use in interstate commerce subject to the jurisdiction of the Federal Energy Regulatory Commission. The facilities are located in Smyth County and Washington County, Virginia, and are connected to Spectra Energy Virginia Pipeline Company's P-25 pipeline system, and East Tennessee Natural Gas, LLC's pipeline system which will also provide access to Transcontinental Gas Pipe Line Corporation's facilities.

Nothing in this tariff is intended to inhibit the development of, or discriminate against the use of, imbalance management or Title Transfer Tracking services provided by third parties or Saltville's Customers. Any party interested in providing imbalance management or Title Transfer Tracking services must coordinate with Saltville.

FERC Docket: RP08-408-000

First Revised Sheet No. 3 First Revised Sheet No. 3 Superseding: Original Sheet No. 3

MAP OF SYSTEM

Effective Date: 05/24/2010 Status: Effective FERC Docket: RP10-627-000

Sheet Nos. 4 - 9 Sheet Nos. 4 - 9

Sheet Nos. 4 through 9 have been reserved For future use.

Effective Date: 05/24/2010 Status: Effective FERC Docket: RP10-627-000

Original Sheet No. 10 Original Sheet No. 10

# RATE STATEMENTS

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FERC Docket: RP08-257-003

First Revised Sixth Revised Sheet No. 11 First Revised Sixth Revised Sheet No. 11 Superseding: Fifth Revised Sheet No. 11

SALTVILLE GAS STORAGE COMPANY L.L.C.

FSS RATE STATEMENT - FIRM STORAGE SERVICE\*

	MAXIMUM MINIMUM UNITS RATE RATE
RESERVATION CHARGES	
<pre>Space Reservation Charge (ANNUAL)   (one twelfth = monthly equivalent)</pre>	\$ 1.344
Injection Reservation Charge (MONTHLY)	\$ 3.977 \$ 0.000 \$/Dth
Withdrawal Reservation Charge (MONTHLY)	\$ 1.972 \$ 0.000 \$/Dth
USAGE CHARGES	
Storage Injection Excess Injection	\$ 0.0547 \$ 0.0547 \$/Dth \$ 0.3481 \$ 0.0547 \$/Dth
Storage Withdrawal Excess Withdrawal	\$ 0.0547 \$ 0.0547 \$/Dth \$ 0.3481 \$ 0.0547 \$/Dth
FUEL REIMBURSEMENT PERCENTAGES	
Storage Injection Storage Withdrawal	0.35 % 0.35 %

All applicable surcharges shall also be paid by Customer.

 $<sup>^{\</sup>star}$  All quantities of natural Gas are measured in one million British Thermal Units (Dth).

FERC Docket: RP08-257-003

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

SALTVILLE GAS STORAGE COMPANY L.L.C.

ISS RATE STATEMENT - INTERRUPTIBLE STORAGE SERVICE\*

	MAXIMUM RATE	MINIMUM RATE	UNITS
Monthly Storage Capacity Charge	\$ 0.3077	\$ 0.0000	\$/Dth
Storage Injection Excess Storage Injection	\$ 0.0547 \$ 0.1856	\$ 0.0547 \$ 0.0547	\$/Dth \$/Dth
Storage Withdrawal Excess Storage Withdrawal	\$ 0.0547 \$ 0.1196		\$/Dth \$/Dth
FUEL REIMBURSEMENT PERCENTAGES			
Storage Injection Storage Withdrawal	0.35 % 0.35 %		

All applicable surcharges shall also be paid by Customer.

 $<sup>^{\</sup>star}$  All quantities of natural Gas are measured in one million British Thermal Units (Dth).

FERC Docket: RP08-257-003

First Revised Fifth Revised Sheet No. 13 First Revised Fifth Revised Sheet No. 13 Superseding: Fourth Revised Sheet No. 13

SALTVILLE GAS STORAGE COMPANY L.L.C.

IPS RATE STATEMENT - INTERRUPTIBLE PARK SERVICE\*

	M	AXIMUM RATE		INIMUM RATE	UNITS
Interruptible Park Charge	\$	0.0101	\$	0.0000	\$/Dth/day
Interruptible Park Injection		0 0545		0.0545	A /=
Charge	Ş	0.0547	Ş	0.0547	\$/Dth
Excess Interruptible Park Injection Charge	\$	0.1856	\$	0.0547	\$/Dth
Interruptible Park Withdrawal					
Charge	\$	0.0547	\$	0.0547	\$/Dth
Excess Interruptible Park				0 0545	A /
Withdrawal Charge	\$	0.1196	Ş	0.0547	\$/Dth

FUEL REIMBURSEMENT PERCENTAGES

Interruptible Park Injection 0.35 % Interruptible Park Withdrawal 0.35 %

All applicable surcharges shall also be paid by Customer.

 $<sup>^{\</sup>star}$  All quantities of natural Gas are measured in one million British Thermal Units (Dth).

FERC Docket: RP08-257-003

First Revised Fifth Revised Sheet No. 14 First Revised Fifth Revised Sheet No. 14 Superseding: Fourth Revised Sheet No. 14

SALTVILLE GAS STORAGE COMPANY L.L.C.

ILS RATE STATEMENT - INTERRUPTIBLE LOAN SERVICE\*

	М	AXIMUM RATE		IINIMUM ATE	UNITS
Interruptible Loan Charge	\$	0.0101	\$	0.0000	\$/Dth/day
Interruptible Loan Injection Charge Excess Interruptible Loan Injection Charge	·	0.0547		0.0547	\$/Dth \$/Dth
Interruptible Loan Withdrawal Charge Excess Interruptible Loan Withdrawal Charge	Ċ		·	0.0547	\$/Dth \$/Dth

#### FUEL REIMBURSEMENT PERCENTAGES

All applicable surcharges shall also be paid by Customer.

 $<sup>^{\</sup>star}$  All quantities of natural Gas are measured in one million British Thermal Units (Dth).

FERC Docket: RP05-157-006

Original Sheet No. 15 Original Sheet No. 15: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Hawkins County Utility District

Contract Number: HCUD00267S 1/

Rate Schedule: FSS
Demand Rate: 2/3/4/
Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2007 - 3/31/2012

Quantity: MSQ = 50,000 Dth, MDWQ = 2,500 Dth/d, MDIQ = 1,250 Dth/d

Receipt Point(s): 59760 Delivery Point(s): 59770

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.362 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 2.729 Dth/d which shall be the product of 2.729 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 1.365 Dth/d which shall be the product of 1.365 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn

Excess Injection Charge of \$0.05 per each dth injected

Excess Withdrawal Charge of \$0.05 per each dth withdrawn

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 4.5 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-006

Original Sheet No. 16 Original Sheet No. 16: Effective

STATEMENT OF NEGOTIATED RATES 1/

Customer Name: Washington Gas Light Company

Contract Number: WGL00256S

Rate Schedule: FSS

APPLICABLE RATES: 2/ 3/ 4/

Reservation Charges: According to the following table,

Period	Space	Injection	Withdrawal
April 1, 2007 - March 31, 2011	\$0.867	\$1.736	\$0.868
April 1, 2011 - March 31, 2015	\$0.925	\$1.854	\$0.927
April 1, 2015 - March 31, 2019	\$0.955	\$1.913	\$0.956
April 1, 2019 - March 31, 2023	\$1.026	\$2.060	\$1.030
April 1, 2023 - March 31, 2027	\$1.072	\$2.148	\$1.074

Usage Charge - Injection: \$0.0500 per dth injected.
Usage Charge - Withdrawal: \$0.0500 per dth withdrawn.

Term of Negotiated Rate: The term of the negotiated rate extends from the beginning of the Gas Day on April 1, 2007, until the end of the Gas Day on March 31, 2027.

Quantity: MSQ = 700,000 dth, MDWQ = 70,000 dth, MDIQ = 35,000 dth.

Receipt Point: ETNG Meter No. 59760, Smith County, Virginia Delivery Point: ETNG Meter No. 59770, Smith County, Virginia

- 1/ This negotiated rate agreement does not deviate in any material respect from the Form of Service Agreement contained in Saltville's Tariff.
- 2/ In addition to these rates, Customer shall pay all applicable charges and mandatory surcharges (such as FERC Annual Charge Adjustment) and fuel and lost and unaccounted for gas as set forth in Saltville's Tariff as revised from time to time pursuant to Saltville's Tariff. Customer shall not be charged for any voluntary surcharges such as GRI Rate Adjustment.
- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 32 of the General Terms and Conditions of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other Customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rate provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to transportation service on Saltville's system shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm transportation rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-006

Original Sheet No. 17 Original Sheet No. 17: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Knoxville Utilities Board

Contract Number: KUB00264S 1/

Rate Schedule: FSS
Demand Rate: 2/3/4/
Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2007/ - 3/31/2013

Quantity: MSQ = 200,000 Dth, MDWQ = 10,000 Dth/d, MDIQ = 5,000 Dth/d

Receipt Point(s): 59760 Delivery Point(s): 59770

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.362 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 2.729 Dth/d which shall be the product of 2.729 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of \$1.365 Dth/d which shall be the product of \$1.365 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected

Storage withdrawal Charge of \$0.05 per each dth withdrawn

Excess Injection Charge of \$0.05 per each dth injected

Excess withdrawal Charge of \$0.05 per each dth withdrawn

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 4.5 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-006

Original Sheet No. 18 Original Sheet No. 18: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Columbia Gas of Virginia, Inc.

Contract Number: CGV00263S 1/

Rate Schedule: FSS
Demand Rate: 2/3/4/
Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2007 - 3/31/2022

Quantity: MSQ = 430,000 Dth, MDWQ = 21,500 Dth/d, MDIQ = 10,750 Dth/d

Receipt Point(s): 59760 Delivery Point(s): 59770

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Transporter's Tariff.
- $\ensuremath{\text{2}}/$  During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.362 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 2.729 Dth/d which shall be the product of 2.729 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawl Reservation Charge of 1.365 Dth/d which shall be the product of 1.365 multiplied by the Maximum Daily Withdrawl Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Usage Charge of \$0.05 per each dth injected.

Excess withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Transporter's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Transporter's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Transporter is collecting its effective maximum recourse rates from other Customers subject to refund under Section 4 of the Natural Gas Act, Transporter shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Transporter's penalty revenue or other similar revenue, if any, applicable to transportation service on Transporter's system shall be governed by Transporter's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm transportation rights under the Service Agreement, Customer shall continue to be obligated to pay Transporter for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-007

Original Sheet No. 19 Original Sheet No. 19: Effective

#### STATEMENT OF NEGOTIATED RATES

Customer Name: Appalachian Natural Gas Distribution Company

Contract Number: ANGD00270S 1/

Rate Schedule: FSS
Demand Rate: 2/3/4/
Commodity Rate: 2/3/4/

Term of Negotiated Rate: 9/1/2007 - 3/31/2012

Quantity: MSQ = 10,000 Dth, MDWQ = 1,000 Dth/d, MDIQ = 500 Dth/d

Receipt Point(s): 59760 Delivery Point(s): 59770

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.122 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 2.248 Dth/d which shall be the product of 2.248 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of \$1.124 Dth/d which shall be the product of \$1.124 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Usage Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other Customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-009

Sub Original Sheet No. 20 Sub Original Sheet No. 20: Effective

#### STATEMENT OF NEGOTIATED RATES

Customer Name: Carolina Power & Light Co. dba Progress Energy Carolinas, Inc.

Contract Number: CP&L00258S 1/

Rate Schedule: FSS
Demand Rate: 2/3/4/
Commodity Rate: 2/3/4/

Term of Negotiated Rate: 10/01/2007 - 10/31/2012

Quantity: MSQ = 304,570 Dth, MDWQ = 30,457 Dth/d, MDIQ = 15,229 Dth/d

Receipt Point(s): 59760 Delivery Point(s): 59770

- 1/ Pursuant to the Federal Energy Regulatory Commission order dated December 31, 2007, in Docket No. RP05-157-008, and the compliance filing dated January 18, 2008, the designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ This is a summer only storage service. During the Primary Term for the months of April through October only, the following rates shall apply:

Storage Injection Charge of \$0.05 per each dth injected. Storage withdrawal Charge of \$0.05 per each dth withdrawn Excess Injection Usage Charge of \$0.05 per each dth injected Excess withdrawal Charge of \$0.05 per each dth withdrawn

Monthly Space Reservation Charge which shall be the product of \$1.028 multiplied by the Maximum Storage Quantity divided by twelve (12) for the period April-October which fee shall be payable in seven equal, monthly installments during the period April through October. For the month of October 2007, there will be no Monthly Space Reservation Charge.

Monthly Injection Reservation Charge of \$2.060 Dth/d which shall be the product of \$2.060 multiplied by the Maximum Daily Injection Quantity and shall be payable during the period April through October. For the month of October 2007, there will be no Monthly Injection Reservation Charge.

Monthly Withdrawal Reservation Charge of \$1.030 Dth/d which shall be the product of \$1.030 multiplied by the Maximum Daily Withdrawal Quantity and shall be payable during the period April through October. For the month of October 2007, there will be no Monthly Withdrawal Reservation Charge.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Primary Term shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Shipper for service under the Service Agreement during the Primary Term (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Primary Term.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other Shippers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to service on Saltville's system shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event customer releases its firm storage rights under the Service Agreement, Shipper shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-010

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

STATEMENT OF NEGOTIATED RATES

Customer Name: Knoxville Utilities Board

Contract Number: KUB00265S 1/

Rate Schedule: FSS
Demand Rate: 2/3/4/
Commodity Rate: 2/3/4/

Term of Negotiated Rate: 04/01/2008 - 03/31/2013

Quantity: MSQ = 100,000 Dth, MDWQ = 10,000 Dth/d, MDIQ = 5,000 Dth/d

Receipt Point(s): 59760
Delivery Point(s): 59770

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Primary Term the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.122 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of \$2.248 Dth/d which shall be the product of \$2.248 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of \$1.124 Dth/d which shall be the product of \$1.124 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected. Storage withdrawal Charge of \$0.05 per each dth withdrawn Excess Injection Charge of \$0.05 per each dth injected Excess withdrawal Charge of \$0.05 per each dth withdrawn

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Primary Term shall remain as stated above. Therefore, pursuant to Section 4.5 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Primary Term (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Primary Term.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-013

First Revised Sheet No. 21A First Revised Sheet No. 21A

Superseding: Original Sheet No. 21A

STATEMENT OF NEGOTIATED RATES

Customer Name: Eagle Energy Partners

Contract Number: 420030 Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 3/31/2009

Quantity: MSQ = 200,000 Dth, MDWQ = 20,000 Dth/d MDIQ = 10,000 Dth/d

Receipt Point(s): 44760 Delivery Point(s): 44770

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.176 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 2.356 Dth/d which shall be the product of 2.356 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of \$1.175 Dth/d which shall be the product of \$1.175 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn

Excess Injection Charge of \$0.086 per each dth injected

Excess Withdrawal Charge of \$0.086 per each dth withdrawn

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22 Original Sheet No. 22: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Alcoa Contract Number: 420006 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 3/31/2010

Quantity: MSQ = 17,400 Dth, MDWQ = 1,740 Dth/d, MDIQ = 870 Dth/d

Receipt Point(s): 44777
Delivery Point(s): 44766

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.659 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 3.322 Dth/d which shall be the product of 3.322 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 1.657 Dth/d which shall be the product of 1.657 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22A Original Sheet No. 22A: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Athens Utility Board

Contract Number: 420007 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 5/1/2010

Quantity: MSQ = 4,660 Dth, MDWQ = 466 Dth/d, MDIQ = 156 Dth/d

Receipt Point(s): 44777 Delivery Point(s): 44766

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.878 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 3.761 Dth/d which shall be the product of 3.761 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 1.876 Dth/d which shall be the product of 1.876 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22B Original Sheet No. 22B: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Athens Utility Board

Contract Number: 420008 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 3/31/2010

Quantity: MSQ = 20,000 Dth, MDWQ = 1,000 Dth/d, MDIQ = 500 Dth/d

Receipt Point(s): 44777 Delivery Point(s): 44766

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$0.909 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 1.821 Dth/d which shall be the product of 1.821 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 0.908 Dth/d which shall be the product of 0.908 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22C Original Sheet No. 22C: Effective

#### STATEMENT OF NEGOTIATED RATES

Customer Name: Atmos Energy Contract Number: 420009 1/ Rate Schedule: FSS Demand Rate: 2/ 3/ 4/
Commodity Rate: 2/ 3/ 4/ Term of Negotiated Rate: 4/1/2008 - 4/30/2014

Quantity: MSQ = 300,000 Dth, MDWQ = 30,000 Dth/d, MDIQ = 15,000 Dth/d

Receipt Point(s): 44777 Delivery Point(s): 44766

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.570 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of \$3.145 Dth/d which shall be the product of \$3.145 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of \$1.569 Dth/d which shall be the product of \$1.569 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

The rates specified above shall be all-inclusive and Customer shall not be charged any additional surcharges or fuel and lost and unaccounted for, or electric power charges.

In the event that the maximum recourse rates for firm storage service are established by a final and non-appealable order in an NGA Section 4 general rate case filed by Saltville during calendar year 2008 ("2008 Rate Case") at a level below the Negotiated Rates , Customer shall have the right to make a one-time election to pay and, in lieu of these Negotiated Rates, shall pay the then effective maximum recourse rates under Saltville's Tariff, as such rates may change from time to time, for service for the remainder of the Primary Term. Customer's right to elect to pay the maximum recourse rates shall be exercised, if at all, within 60 days after the Commission order in the 2008 Rate Case becomes final and nonappealable, and if exercised such election shall be effective starting on the first day of the calendar month following Customer's notice to Saltville of such election. Saltville shall have no refund obligation related to prior payments of the Negotiated Rates.

3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.

FERC Docket: RP10-521-000

First Revised Sheet No. 22D First Revised Sheet No. 22D

Superseding: Original Sheet No. 22D

STATEMENT OF NEGOTIATED RATES

Customer Name: Atmos Energy Corporation

Contract Number: 420040 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2010 - 4/30/2012

Quantity: MSQ = 70,000 Dth, MDWQ = 7,000 Dth/d, MDIQ = 3,500 Dth/d

Receipt Point(s): 44777 Delivery Point(s): 44766

1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.

2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.570 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 3.145 Dth/d which shall be the product of 3.145 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 1.569 Dth/d which shall be the product of 1.569 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn

Excess Injection Charge of \$0.05 per each dth injected

Excess Withdrawal Charge of \$0.05 per each dth withdrawn

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22E Original Sheet No. 22E: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Citizens Gas Utility District

Contract Number: 420010 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 3/31/2010

Quantity: MSQ = 3,000 Dth, MDWQ = 300 Dth/d, MDIQ = 100 Dth/d

Receipt Point(s): 44777 Delivery Point(s): 44766

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.880 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of \$3.766 Dth/d which shall be the product of \$3.766 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 1.878 Dth/d which shall be the product of 1.878 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22F Original Sheet No. 22F: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Eagle Energy Partners

Contract Number: 420012 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 3/31/2010

Quantity: MSQ = 5,000 Dth, MDWQ = 250 Dth/d, MDIQ = 125 Dth/d

Receipt Point(s): 44777 Delivery Point(s): 44766

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$0.909 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 1.821 Dth/d which shall be the product of 1.821 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 0.908 Dth/d which shall be the product of 0.908 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22G Original Sheet No. 22G: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Elk River Public Utility District

Contract Number: 420013 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 3/31/2010

Quantity: MSQ = 10,000 Dth, MDWQ = 1,000 Dth/d, MDIQ = 500 Dth/d

Receipt Point(s): 44777
Delivery Point(s): 44766

1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.

2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.659 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 3.322 Dth/d which shall be the product of 3.322 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 1.657 Dth/d which shall be the product of 1.657 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22H Original Sheet No. 22H: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Elk River Public Utility District
Contract Number: 420022 1/
Rate Schedule: FSS
Demand Rate: 2/ 3/ 4/
Commodity Rate: 2/ 3/ 4/
Term of Negotiated Rate: 4/1/2008 - 3/31/2010
Quantity: MSQ = 323,550 Dth, MDWQ = 2,696 Dth/d, MDIQ = 1,656 Dth/d
Receipt Point(s): 44009
Delivery Point(s): 44147

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$0.695 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 1.392 Dth/d which shall be the product of 1.392 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 0.694 Dth/d which shall be the product of 0.694 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 221 Original Sheet No. 221: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Etowah Utilities Contract Number: 420011 1/ Rate Schedule: FSS Demand Rate: 2/ 3/ 4/ Commodity Rate: 2/ 3/ 4/

Term of Negotiated Rate: 4/1/2008 - 3/31/2010

Quantity: MSQ = 2,000 Dth, MDWQ = 200 Dth/d, MDIQ = 100 Dth/d

Receipt Point(s): 44777 Delivery Point(s): 44766

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.659 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 3.322 Dth/d which shall be the product of 3.322 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 1.657 Dth/d which shall be the product of 1.657 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22J Original Sheet No. 22J: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Natural Gas Utility District of Hawkins County

Contract Number: 420017 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 3/31/2010

Quantity: MSQ = 5,000 Dth, MDWQ = 500 Dth/d, MDIQ = 250 Dth/d

Receipt Point(s): 44777 Delivery Point(s): 44766

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.659 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 3.322 Dth/d which shall be the product of 3.322 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 1.657 Dth/d which shall be the product of 1.657 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22K Original Sheet No. 22K: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Natural Gas Utility District of Hawkins County Contract Number: 420025 1/
Rate Schedule: FSS
Demand Rate: 2/ 3/ 4/
Commodity Rate: 2/ 3/ 4/
Term of Negotiated Rate: 4/1/2008 - 3/31/2010
Quantity: MSQ = 180,000 Dth, MDWQ = 2,000 Dth/d, MDIQ = 990 Dth/d

Receipt Point(s): 44009
Delivery Point(s): 44147

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.185 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 2.374 Dth/d which shall be the product of 2.374 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of \$1.184 Dth/d which shall be the product of \$1.184 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22L Original Sheet No. 22L: Effective

#### STATEMENT OF NEGOTIATED RATES

Customer Name: The Public Utility District of Jefferson and Cocke Counties, Tennessee Contract Number: 420023 1/ Rate Schedule: FSS 
Demand Rate: 2/ 3/ 4/ 
Commodity Rate: 2/ 3/ 4/ 
Term of Negotiated Rate: 4/1/2008 - 3/31/2010 
Quantity: MSQ = 150,000 Dth, MDWQ = 1,250 Dth/d, MDIQ = 917 Dth/d 
Receipt Point(s): 44009 
Delivery Point(s): 44147

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$0.682 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 1.365 Dth/d which shall be the product of 1.365 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 0.681 Dth/d which shall be the product of 0.681 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Delivery Point(s): 44766

Original Sheet No. 22M Original Sheet No. 22M: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Marion Natural Gas System
Contract Number: 420014 1/
Rate Schedule: FSS

Demand Rate: 2/ 3/ 4/
Commodity Rate: 2/ 3/ 4/
Term of Negotiated Rate: 4/1/2008 - 3/31/2010
Quantity: MSQ = 5,000 Dth, MDWQ = 250 Dth/d, MDIQ = 125 Dth/d
Receipt Point(s): 44777

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$0.909 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 1.821 Dth/d which shall be the product of 1.821 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 0.908 Dth/d which shall be the product of 0.908 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22N Original Sheet No. 22N: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Middle Tennessee Natural Gas Utility District

Contract Number: 420015 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 4/30/2012

Quantity: MSQ = 10,000 Dth, MDWQ = 1,000 Dth/d, MDIQ = 500 Dth/d

Receipt Point(s): 44777
Delivery Point(s): 44766

1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.

2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.659 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 3.322 Dth/d which shall be the product of 3.322 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 1.657 Dth/d which shall be the product of 1.657 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 220 Original Sheet No. 220: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Middle Tennessee Natural Gas Utility District

Contract Number: 420016 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 6/30/2010Quantity: MSQ = 70,000 Dth, MDWQ = 3,500 Dth/d, MDIQ = 1,556 Dth/d

Receipt Point(s): 44777 Delivery Point(s): 44766

1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.

2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$0.937 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of \$1.877 Dth/d which shall be the product of \$1.877 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of \$0.936 Dth/d which shall be the product of \$0.936 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22P Original Sheet No. 22P: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Middle Tennessee Natural Gas Utility District

Contract Number: 420024 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 3/31/2012

Quantity: MSQ = 225,000 Dth, MDWQ = 1,833 Dth/d, MDIQ = 1,833 Dth/d

Receipt Point(s): 44009 Delivery Point(s): 44147

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of 0.825 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 1.652 Dth/d which shall be the product of 1.652 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 0.824 Dth/d which shall be the product of 0.824 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22Q Original Sheet No. 22Q: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Oak Ridge Utility District

Contract Number: 420026 1/ Rate Schedule: FSS

Rate Schedule: FSS
Demand Rate: 2/3/4/
Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 3/31/2011

Quantity: MSQ = 75,000 Dth, MDWQ = 500 Dth/d, MDIQ = 416 Dth/d

Receipt Point(s): 44009 Delivery Point(s): 44147

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of 0.701 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of \$1.403 Dth/d which shall be the product of \$1.403 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 0.700 Dth/d which shall be the product of 0.700 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22R Original Sheet No. 22R: Effective

#### STATEMENT OF NEGOTIATED RATES

Customer Name: Powell Clinch Utility District
Contract Number: 420027 1/
Rate Schedule: FSS
Demand Rate: 2/ 3/ 4/
Commodity Rate: 2/ 3/ 4/
Term of Negotiated Rate: 4/1/2008 - 3/31/2010
Quantity: MSQ = 300,000 Dth, MDWQ = 2,500 Dth/d, MDIQ = 1,833 Dth/d
Receipt Point(s): 44009
Delivery Point(s): 44147

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$0.682 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of \$1.366 Dth/d which shall be the product of \$1.366 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 0.681 Dth/d which shall be the product of 0.681 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22S Original Sheet No. 22S: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Roanoke Gas Company

Contract Number: 420018 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 6/1/2017

Quantity: MSQ = 360,000 Dth, MDWQ = 4,086 Dth/d, MDIQ = 2,400 Dth/d

Receipt Point(s): 44777
Delivery Point(s): 44766

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$0.656 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 1.313 Dth/d which shall be the product of 1.313 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 0.655 Dth/d which shall be the product of 0.655 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22T Original Sheet No. 22T: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Roanoke Gas Company
Contract Number: 420028 1/
Rate Schedule: FSS
Demand Rate: 2/ 3/ 4/
Commodity Rate: 2/ 3/ 4/
Term of Negotiated Rate: 4/1/2008 - 4/30/2013
Quantity: MSQ = 180,000 Dth, MDWQ = 2,000 Dth/d, MDIQ = 1,200 Dth/d
Receipt Point(s): 44009
Delivery Point(s): 44147

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.160 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 2.323 Dth/d which shall be the product of 2.323 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of \$1.159 Dth/d which shall be the product of \$1.159 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22U Original Sheet No. 22U: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Sevier County Utility District

Contract Number: 420019 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 3/31/2010

Quantity: MSQ = 60,000 Dth, MDWQ = 1,000 Dth/d, MDIQ = 333 Dth/d

Receipt Point(s): 44777
Delivery Point(s): 44766

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.395 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 2.794 Dth/d which shall be the product of 2.794 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 1.394 Dth/d which shall be the product of 1.394 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22V Original Sheet No. 22V: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Sevier County Utility District

Contract Number: 420029 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 4/30/2012

Quantity: MSQ = 60,000 Dth, MDWQ = 1,000 Dth/d, MDIQ = 333 Dth/d

Receipt Point(s): 44009 Delivery Point(s): 44147

- 1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.
- 2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.395 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 2.794 Dth/d which shall be the product of 2.794 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 1.394 Dth/d which shall be the product of 1.394 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-012

Original Sheet No. 22W Original Sheet No. 22W: Effective

STATEMENT OF NEGOTIATED RATES

Customer Name: Utilities Board City of Bridgeport

Contract Number: 420020 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 4/1/2008 - 3/31/2010

Quantity: MSQ = 5,000 Dth, MDWQ = 250 Dth/d, MDIQ = 125 Dth/d

Receipt Point(s): 44777 Delivery Point(s): 44766

1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.

2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$0.909 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 1.821 Dth/d which shall be the product of 1.821 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of 0.908 Dth/d which shall be the product of 0.908 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn.

Excess Injection Charge of \$0.05 per each dth injected.

Excess Withdrawal Charge of \$0.05 per each dth withdrawn.

- 3/ In consideration of the rates set forth above, the applicable rates for service under the Service Agreement during the Term of Negotiated Rate shall remain as stated above. Therefore, pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. The Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff ("Tariff Rates"), and the Tariff Rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such Tariff Rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ If, at any time after service commences under the Service Agreement, Saltville is collecting its effective maximum recourse rates from other customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service at Saltville's facility shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which the Negotiated Rate herein exceeds the release rate.

FERC Docket: RP05-157-014

Original Sheet No. 23 Original Sheet No. 23

STATEMENT OF NEGOTIATED RATES

Customer Name: Public Service Co. of North Carolina, Inc.

Contract Number: 420034 Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: 9/1/2008 - 3/31/2018 2/

Quantity: MSQ = 200,000 Dth, MDWQ = 20,000 Dth/d MDIQ = 10,000 Dth/d

Receipt Point(s): 44760 Delivery Point(s): 44770

1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.

2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of the Space Reservation Charge (Annual) of \$1.659 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge which shall be the product of the Injection Reservation Charge (Monthly) of \$3.322 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge which shall be the product of the Withdrawal Reservation Charge (Monthly) of \$1.657 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected.

Storage Withdrawal Charge of \$0.05 per each dth withdrawn

Excess Injection Usage Charge of \$0.05 per each dth injected

Excess Withdrawal Charge of \$0.05 per each dth withdrawn

If at any time during the Term of Negotiated Rate the sum of the Monthly Space Reservation Charge, Monthly Injection Reservation Charge and Monthly Withdrawal Reservation Charge based on Saltville' then effective Maximum Recourse Rates is lower than the sum of the negotiated Monthly Space Reservation Charge, Monthly Injection Reservation Charge and Monthly Withdrawal Reservation Charge set forth above, then the Negotiated Rates for the Monthly Space Reservation Charge, Monthly Injection Reservation Charge and Monthly Withdrawal Reservation Charge shall be established at a level equal to Saltville's then effective Maximum Recourse Rates for the Monthly Space Reservation Charge, Monthly Injection Reservation Charge and Monthly Withdrawal Reservation Charge, respectively, for the period of time during which the sum of these charges based on Saltville's then effective Maximum Recourse Rates is lower than the sum of these charges based on the Negotiated Rates set forth above. To the extent that Customer is paying the Negotiated Rates provided herein and Saltville's then effective Maximum Recourse Rates are in effect subject to refund under Section 4 of the Natural Gas Act with refunds ultimately required, and the final Maximum Recourse Rates are reduced to levels below the Negotiated Rates provided herein, Saltville shall refund to Customer the difference between the amount actually paid by Customer on the basis of the Negotiated Rates during such period and the amount that would have been paid if Customer's charges were calculated on the basis of the final Maximum Recourse Rates.

In addition to the rates set forth above, during the Term of Negotiated Rate, Customer shall pay all other applicable charges and mandatory surcharges specified in Saltville's Tariff (such as FERC Annual Charge Adjustment) and fuel and lost and unaccounted for gas and electric power charges, and Customer shall be entitled to a pro rata share of any refunds or adjustments specifically related to such charges, and shall be entitled to all credits, that are provided to Customers paying maximum recourse rates, as set forth in Saltville's Tariff as revised from time to time pursuant to Saltville's Tariff. Customer shall not be charged for any voluntary surcharges such as GRI Rate Adjustment.

FERC Docket: RP05-157-014

Original Sheet No. 24 Original Sheet No. 24

# STATEMENT OF NEGOTIATED RATES (continued)

- 3/ Pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates. Except as explicitly provided in footnote 2 above, the Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff, and these maximum recourse rates shall not apply to or be available to Customer for service under the Service Agreement during the Term of Negotiated Rate (to the extent that such recourse rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Term of Negotiated Rate.
- 4/ Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service on Saltville's system shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which Customer's then effective rate exceeds the release rate.

FERC Docket: RP05-157-015

Original Sheet No. 25 Original Sheet No. 25

STATEMENT OF NEGOTIATED RATES

Customer Name: Knoxville Utilities Board

Contract Number: 420031 1/ Rate Schedule: FSS Demand Rate: 2/3/4/ Commodity Rate: 2/3/4/

Term of Negotiated Rate: The term of the Negotiated Rates extends from April 1, 2009 through

March 31, 2015 under the Service Agreement. 2/

Quantity: MSQ = 100,000 Dth; MDWQ = 10,000 Dth/d; MDIQ = 5,000 Dth/d

Receipt Point(s): 44760
Delivery Point(s): 44770

1/ The designated service agreement does not deviate in any material respect from the form of Service Agreement contained in Saltville's Tariff.

2/ During the Term of Negotiated Rate the following rates shall apply:

Monthly Space Reservation Charge which shall be the product of \$1.659 multiplied by the Maximum Storage Quantity divided by twelve (12).

Monthly Injection Reservation Charge of 3.322 Dth/d which shall be the product of 3.322 multiplied by the Maximum Daily Injection Quantity.

Monthly Withdrawal Reservation Charge of \$1.657 Dth/d which shall be the product of \$1.657 multiplied by the Maximum Daily Withdrawal Quantity.

Storage Injection Charge of \$0.05 per each dth injected

Storage withdrawal Charge of \$0.05 per each dth withdrawn

Excess Injection Charge of \$0.05 per each dth injected

Excess withdrawal Charge of \$0.05 per each dth withdrawn

The Negotiated Rates specified above shall be all-inclusive and Customer shall not be charged any additional surcharges or fuel and lost and unaccounted for, or electric power charges.

In the event that the maximum recourse rates for firm storage service are established by a final and non-appealable order in the Natural Gas Act Section 4 general rate case filed by Saltville on March 4, 2008 ("2008 Rate Case") at a level below the Negotiated Rates, Customer shall have the right to make a one-time election to pay and, in lieu of these Negotiated Rates, if it so elects shall pay the currently effective maximum recourse rates under Saltville's Tariff, as such rates may change from time to time, including all applicable charges and surcharges associated with Customer's Service for the remainder of the Primary Term. Customer's right to elect to pay the maximum recourse rates shall be exercised, if at all, within 30 days after the Commission order in the 2008 Rate Case becomes final and non-appealable, and if exercised such election shall be effective starting on the first day of the calendar month following Customer's notice to Saltville of such election. Saltville shall have no refund obligation related to prior payments of the Negotiated Rates.

3/ Pursuant to Section 3.2 of the FSS Rate Schedule of Saltville's FERC Gas Tariff, the rates set forth above shall constitute Negotiated Rates and, unless Customer exercises its one-time election described in footnote 2 above, the applicable rates for service under the Service Agreement during the Primary Term shall remain as stated above. Except as explicitly provided in footnote 2 above, the Negotiated Rates shall replace the otherwise generally applicable maximum recourse rate, rate component, charge or credit in Saltville's FERC Gas Tariff, and these maximum recourse rates shall not apply to or be available to Customer for service under the Service Agreement during the Primary Term (to the extent that such recourse rates are inconsistent with the rates set forth above), notwithstanding any adjustments to such generally applicable maximum recourse rate, rate component, charge or credit which may become effective during the Primary Term.

FERC Docket: RP05-157-015

Original Sheet No. 26 Original Sheet No. 26

# STATEMENT OF NEGOTIATED RATES (continued)

4/ If, at any time after service commences under the Service Agreement, Customer is paying the Negotiated Rates and Saltville is collecting its effective maximum recourse rates from other Customers subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final maximum rate is reduced to a level below the Negotiated Rates provided herein. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to storage service on Saltville's system shall be governed by Saltville's FERC Gas Tariff and any applicable FERC orders and/or regulations. In the event Customer releases its firm storage rights under the Service Agreement, Customer shall continue to be obligated to pay Saltville for the difference, if any, by which Customer's then effective rate exceeds the release rate.

Effective Date: 05/24/2010 Status: Effective FERC Docket: RP10-627-000

**Sheet Nos. 27 - 29** Sheet Nos. 27 - 29

Sheet Nos. 27 through 29 have been reserved for future use

Effective Date: 05/24/2010 Status: Effective FERC Docket: RP10-627-000

Original Sheet No. 30 Original Sheet No. 30

# RATE SCHEDULES

### INDEX

Description/Title	Sheet Number
RATE SCHEDULE FSS - FIRM STORAGE SERV	ICE 31
RATE SCHEDULE ISS - INTERRUPTIBLE STO	RAGE SERVICE 41
RATE SCHEDULE IPS - INTERRUPTIBLE PAR	K SERVICE 51
RATE SCHEDULE ILS - INTERRUPTIBLE LOAD	N SERVICE 61

FERC Docket: RP08-257-000

Fourth Revised Sheet No. 31 Fourth Revised Sheet No. 31: Suspended

Superseding: Third Revised Sheet No. 31

FSS RATE SCHEDULE FIRM STORAGE SERVICE

#### AVATLABILITY

This rate schedule is available to any Customer for the purchase of firm natural Gas storage service from Saltville, provided that:

- (a) Saltville has determined that it has sufficient available and uncommitted firm storage capacity and injection and withdrawal capacity to perform the service requested by Customer without interfering with the services being provided to existing firm storage Customers;
- (b) Customer has, or has access to, an effective transportation service required for utilization of the storage service provided under this rate schedule;
- (c) Customer and Saltville have executed a Firm Storage Service Agreement under this rate schedule; and
- (d) Service under this rate schedule may not be available to the extent that Saltville would be required to construct, modify, expand or acquire any facilities to enable Saltville to perform the requested services.

#### 2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to all firm storage service rendered by Saltville to Customer at Saltville's facility located in Smyth County and Washington County, Virginia, pursuant to an executed Firm Storage Service Agreement.

- 2.1 Firm storage service rendered by Saltville to Customer under this rate schedule shall consist of:
  - The daily injection of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Customer's Firm Storage Service Agreement plus any applicable Fuel Reimbursement quantity, provided that Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity, and Customer delivers the required quantity to the Point of Receipt. When cavern pressures exceed 80% of the maximum allowable operating pressure (MAOP), Saltville, at its reasonable and nondiscriminatory discretion, may limit Customer injections to 70% of Customer's MDIQ once Customer's storage capacity reaches 70% of Customer's Maximum Storage Quantity. If Saltville exercises this option, Saltville will provide Customer with twenty-four (24) hours advance notification to adjust its nomination schedule in order to comply with the 70% MDIQ limitation;
  - (b) The storage of Gas in amounts up to the Maximum Storage Quantity specified in Customer's Firm Storage Service Agreement; and
  - (c) The daily withdrawal and delivery of Customer's Gas per Customer's nomination up to the Maximum Daily Withdrawal Quantity ("MDWQ") stated in Customer's Firm Storage Service Agreement plus any applicable Fuel Reimbursement quantity, provided that Customer has a quantity of Gas that is equal to or greater than Customer's MDWQ plus any applicable Fuel Reimbursement quantity stored in Customer's firm Storage Inventory.

FERC Docket: RP05-157-009

Second Revised Sheet No. 31A : Effective

Superseding: First Revised Sheet No. 31A

FSS RATE SCHEDULE FIRM STORAGE SERVICE (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.2 Provided the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by Saltville without detriment to Saltville's facilities and/or Saltville's ability to meet its obligations to firm FSS Customers, Saltville may, upon request of Customer and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity. Such excess quantities shall be deemed to be Excess Injection Gas.
- 2.3 Provided such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by Saltville without detriment to Saltville's facilities and/or Saltville's ability to meet its firm obligations to firm FSS Customers, Saltville may, upon request of Customer and after confirmation by Customer's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has sufficient Gas Stored in Customer's Storage Inventory. Such excess quantities shall be deemed to be Excess Withdrawal Gas.
- 2.4 Customer's MSQ, MDIQ and MDWQ shall each be for a quantity that is uniform throughout the contract year, except that Saltville may, on a not unduly discriminatory basis, agree that the MSQ, MDIQ and MDWQ are in effect only during the Summer Season; provided if the MSQ, MDIQ and MDWQ are in effect only during the Summer Season, Exhibit A to Customer's Firm Storage Service Agreement shall expressly provide that service thereunder will be provided only during the Summer Season. Customer shall remove any and all Gas Stored under its Firm Storage Service Agreement that provides for service only during the Summer Season by the end of the Summer Season.

FERC Docket: RP08-257-000

Third Revised Sheet No. 32 Third Revised Sheet No. 32 : Suspended

Superseding: Second Revised Sheet No. 32

FSS RATE SCHEDULE FIRM STORAGE SERVICE (Continued)

#### 3. RATES AND CHARGES

- 3.1 The rates and charges paid by Customer for firm storage service under this rate schedule shall include the applicable storage rate components set forth in the FSS Rate Statement and as described below. Unless Saltville and Customer agree in writing upon a rate for service provided hereunder, the rate(s) applicable to a Customer for service hereunder shall be the applicable Maximum Rate(s). In the event, pursuant to Section 31 of the General Terms and Conditions, a rate less than the applicable Maximum Rate(s) and not less than the applicable Minimum Rate(s) is agreed upon ("Discounted Rate"), such Discounted Rate(s) shall be applicable for the period agreed upon by Customer and Saltville.
  - (a) Space Reservation Charge. A monthly charge equal one-twelfth (1/12) of the Annual Space Reservation Charge, as determined pursuant to this Section 3, multiplied by the Maximum Storage Quantity as specified in Customer's Firm Storage Service Agreement.
  - (b) Injection Reservation Charge. A monthly charge equal to the Injection Reservation Charge, as determined pursuant to this Section 3, multiplied by the Maximum Daily Injection Quantity as specified in Customer's Firm Storage Service Agreement.
  - (c) Withdrawal Reservation Charge. A monthly charge equal to the Withdrawal Reservation Charge, as determined pursuant to this Section 3, multiplied by the Maximum Daily Withdrawal Quantity as specified in Customer's Firm Storage Service Agreement.
  - (d) Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into Saltville's facilities pursuant to Section 2.1(a) of this rate schedule during a given Month.
  - (e) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from Saltville's facilities pursuant to Section 2.1(c) of this rate schedule during a given Month.
  - (f) Excess Injection Charge. A usage charge for each Dth of Customer's Gas injected into Saltville's facilities pursuant to Section 2.2 of this rate schedule during a given Month.
  - (g) Excess Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from Saltville's facilities pursuant to Section 2.3 of this rate schedule during a given Month.
  - (h) Regulatory Fees and Charges. Unless otherwise agreed in an executed Firm Storage Service Agreement, Customer shall reimburse Saltville for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this rate schedule, as set forth in Customer's Firm Storage Service Agreement.
  - (i) Fuel Reimbursement Charge. The amount of gas for fuel and losses determined in accordance with Section 35 of the General Terms and Conditions.
- 3.2 Pursuant to Section 32 of the General Terms and Conditions, Saltville and Customer may mutually agree in writing to rates, rate components, charges or credits for service under this Rate Schedule that differ from those rates, rate components, charges or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Saltville's effective FERC Gas Tariff ("Negotiated Rate"). If Saltville agrees to any such Negotiated Rate(s) then the Negotiated Rate(s) shall be effective only for the period mutually agreed upon. During such period, the Negotiated Rate shall govern and apply to Customer's service and the otherwise applicable rate, rate component, charge or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, Customer. At the end of such

FERC Docket: RP08-156-000

Second Revised Sheet No. 33 second Revised Sheet No. 33 : Effective

Superseding: First Revised Sheet No. 33

FSS RATE SCHEDULE FIRM STORAGE SERVICE (Continued)

period, the otherwise applicable Maximum Rates or charges shall govern the service provided to Customer. Only those rates, rate components, charges or credits identified by Saltville and Customer in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges or credits prescribed, required, established or imposed by this Rate Schedule or Saltville's FERC Gas Tariff shall remain in effect. Saltville shall make a filing pursuant to Section 32 of the General Terms and Conditions with the Commission necessary to effectuate a Negotiated Rate.

4. MONTHLY BILL

The monthly bill for firm storage service shall reflect the applicable charges set forth under Section 3 of this rate schedule, at rates set forth in Customer's Firm Storage Service Agreement.

TERM

The term for service under this rate schedule shall be as set forth in the executed Firm Storage Service Agreement.

- 6. AUTHORIZATION, RATES, TERMS AND CHANGES
  - 6.1 Customer's Firm Storage Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the Commission, and any state or local governmental agency having jurisdiction, of requisite authorization for Saltville to provide the storage service contemplated herein and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport natural Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.
  - 6.2 Saltville shall have the right to propose to the Commission or other governing regulatory body such changes in its rates and terms of service as it deems necessary and unless otherwise agreed in an executed Firm Storage Service Agreement, Customer's Firm Storage Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided however, that any Negotiated Rates between Saltville and its Customer(s) shall remain in effect during the term agreed upon by Customer and Saltville.
- 7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, Saltville's capability to receive or deliver quantities is impaired so that Saltville is unable to receive or deliver the quantities provided for in its Firm Storage Service Agreements with Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

FERC Docket: RP08-156-000

Second Revised Sheet No. 34 second Revised Sheet No. 34 : Effective

Superseding: First Revised Sheet No. 34

FSS RATE SCHEDULE FIRM STORAGE SERVICE (Continued)

#### 8. RIGHT OF FIRST REFUSAL

Right of First Refusal at End of Contract Term. Saltville may discontinue service to a Customer at the end of the primary term or any renewed term of the Customer's Firm Storage Service Agreement ("FSS Agreement") unless (i) the Customer exercises any applicable renewal right in the Firm Storage Service Agreement; or (ii) in the case of a Long Term FSS Agreement, the Customer exercises its right of first refusal for all or a volumetric portion of the capacity covered by the FSS Agreement by matching the terms offered to Saltville during an open season, conducted pursuant to Section 3 of the General Terms and Conditions of Saltville's currently effective FERC Gas Tariff, for such capacity by any qualified prospective successor customer. A "Long Term FSS Agreement," as that term is used in this Section 8, is an FSS Agreement that (i) requires the payment of the maximum applicable tariff rate with a primary term of at least twelve (12)  $\stackrel{\cdot \cdot \cdot}{\text{Months}}$  of consecutive service, or (ii) requires the payment of the Maximum Recourse Rate with a primary term of more than one (1) year for service which is not available for twelve (12) consecutive Months, unless otherwise provided for in the Commission's regulations. Service agreements which include negotiated rates and/or discounted rates shall not be eligible for the right of first refusal. A prospective successor customer is "qualified", within the meaning of this Section 8, if such prospective successor customer meets the creditworthiness criteria set forth in Section 3 of the General Terms and Conditions of Saltville's currently effective FERC Gas Tariff.

### 8.2 Exercise of Right of First Refusal.

- (a) Not less than twelve (12) months prior to the termination or expiration of a Long Term FSS Agreement, an open season will be held for the purpose of awarding the capacity that is to become available upon the Long Term FSS Agreement's termination or expiration. This open season will be conducted pursuant to Section 3 of the General Terms and Conditions of Saltville's currently effective FERC Gas Tariff.
- Bids from qualified successor customers who desire, in whole or in part, the capacity to be made available upon the expiration or termination of the Long Term FSS Agreement must be received by Saltville no later than six (6) months before the effective date of the expiration or termination  $% \left( 1\right) =\left( 1\right) \left( 1\right) \left$ of the Long Term FSS Agreement. Upon expiration of the open season, Saltville will select the highest acceptable bid received from a qualified successor customer and communicate the terms of the highest acceptable bid, including, if applicable, whether the highest bid is for a higher priority service, to the current capacity holder, who may elect, within ten (10) Business Days or such greater time as Saltville may specify, to execute a renewal Firm Storage Service Agreement upon the same terms for the same or less volumetric portion of capacity made available in the open season. In determining which bid for the capacity is the highest, Saltville will use the present value formula set forth in Section 3 of the General Terms and Conditions of Saltville's currently effective FERC Gas Tariff.

FERC Docket: RP08-156-000

Fourth Revised Sheet No. 35 Fourth Revised Sheet No. 35: Effective

Superseding: Third Revised Sheet No. 35

FSS RATE SCHEDULE FIRM STORAGE SERVICE (Continued)

- (c) If the current capacity holder does not elect to match the terms of such highest acceptable bid, its FSS Agreement will expire at the conclusion of its term and Saltville will be deemed to have all necessary abandonment authorization under the NGA with respect to such service. Saltville may enter into a new FSS Agreement with the qualified successor customer who submitted the highest acceptable bid.
- (d) Saltville shall retain the right to require a Minimum Rate, which shall be cost-based, for bids during any such open season.
- 8.3 Continuation of Service. If during the open season, Saltville receives no bids or rejects all bids, Saltville and the current capacity holder may negotiate for continuation of service under mutually satisfactory rates, terms, and conditions. In no event, however, will such continued service be provided at a rate lower than the highest rate contained in an acceptable bid submitted by a qualified prospective successor customer during the open season.

#### 9. EXPIRATION OF TERM

At least thirty (30) Business Days prior to the end of the primary term or any renewed term of the Customer's Firm Storage Service Agreement, Saltville shall notify Customer to withdraw all of the firm storage quantities held by Saltville for the account of Customer pursuant to such agreement. Saltville's notice to Customer may be given via telephone, but shall be confirmed in writing via e-mail or facsimile to the Customer. Before the end of the contract term, the Customer must either physically withdraw the storage quantities or indicate to Saltville in writing that it desires to have Saltville cash out the storage quantities on mutually agreeable terms. If, by the end of the Gas Day that is the last Day of the contract term, the Customer neither has withdrawn the storage quantities or indicated in writing to Saltville that it desires to exercise the cash out option, then Saltville may take, free and clear of any adverse claims, title to such FSS storage quantities as Customer was required, but failed, to withdraw or cash out; provided, however, that only those quantities not withdrawn or cashed out on mutually agreeable terms shall become the property of Saltville, free and clear of any adverse claims. If Customer was unable to withdraw its firm storage quantities due to an interruption of Customer's withdrawal service during the last ten (10) Days before termination, Customer shall be allowed to withdraw its storage quantities within a reasonable period following the end of the contract term.

In the event that Saltville retains and takes title to any of Customer's storage quantities pursuant to this Section 9, Saltville shall dispose of such storage quantities by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 29 of the General Terms and Conditions of this FERC Gas Tariff.

### 10. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this FSS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

Effective Date: 11/22/2004 Status: Effective FERC Docket: CP04- 14-002

Sheet Nos. 36 - 40 Sheet Nos. 36 - 40 : Effective

Sheet Nos. 36 through 40 have been reserved for future use.

FERC Docket: RP08-257-000

Fourth Revised Sheet No. 41 Fourth Revised Sheet No. 41: Suspended

Superseding: Third Revised Sheet No. 41

ISS RATE SCHEDULE INTERRUPTIBLE STORAGE SERVICE

#### 1. AVAILABILITY

This rate schedule is available to any Customer for the purchase of Interruptible natural Gas storage service from Saltville, provided that:

- (a) Saltville has determined that it has sufficient operationally available storage capacity and injection and withdrawal capacity to perform the service requested by Customer;
- (b) Saltville has determined that the service requested by Customer will not interfere with the efficient operation of its system and will not cause a reduction in Saltville's ability to provide higher priority services;
- (c) Customer has, or has access to, an effective transportation service required for utilization of the storage service provided under this rate schedule;
- (d) Customer and Saltville have executed an Interruptible Service Agreement; and
- (e) Service under this rate schedule may not be available to the extent that Saltville would be required to construct, modify, expand or acquire any facilities to enable Saltville to perform the requested services.

#### 2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all Interruptible storage service rendered by Saltville to Customer at Saltville's facilities located in Smyth County and Washington County, Virginia, pursuant to an executed Interruptible Service Agreement.

Interruptible storage service rendered by Saltville to Customer under this rate schedule shall consist of:

- (a) The daily injection of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Exhibit A to Customer's Interruptible Service Agreement plus any applicable Fuel Reimbursement quantity, provided that (i) all higher priority service nominations for injection have been satisfied and system needs allow, (ii) Customer delivers the nominated quantity to the Point(s) of Receipt located on Saltville's system, and (iii) Customer's Interruptible Storage Inventory has not exceeded Customer's Maximum Storage Quantity;
- (b) The storage of Gas in amounts up to the Maximum Storage Quantity specified in Exhibit A to Customer's Interruptible Service Agreement, provided that all higher priority service storage needs have been satisfied; and
- (c) The daily withdrawal and delivery of Customer's Gas per Customer's nomination up to the Maximum Daily Withdrawal Quantity ("MDWQ") stated in Exhibit A to Customer's Interruptible Service Agreement plus any applicable Fuel Reimbursement quantity, to the Point of Delivery located on Saltville's system, provided that all higher priority service nominations for withdrawal have been satisfied, and Customer has sufficient Gas Stored in Customer's Interruptible Storage Inventory.

FERC Docket: RP08-257-000

Second Revised Sheet No. 41A : Suspended

Superseding: First Revised Sheet No. 41A

ISS RATE SCHEDULE
INTERRUPTIBLE STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.2 Provided the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by Saltville without detriment to Saltville's facilities and/or Saltville's ability to meet its obligations to firm Customers, Saltville may, upon request of Customer and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity. Such excess quantities shall be deemed to be Excess Injection Gas.
- 2.3 Provided such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by Saltville without detriment to Saltville's facilities and/or Saltville's ability to meet its obligations to firm Customers, Saltville may, upon request of Customer and after confirmation by Customer's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has sufficient Gas Stored in Customer's Storage Inventory. Such excess quantities shall be deemed to be Excess Withdrawal Gas.
- 2.4 To the extent storage capacity which is being utilized by an Interruptible Customer hereunder is needed by Saltville in order to satisfy Saltville's obligations to higher priority services, Saltville shall require Customer to withdraw all, or any portion of, the Interruptible storage quantities held in storage by Saltville for the account of Customer as specified by Saltville. Unless Saltville otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such Interruptible storage quantities, Saltville may take, free and clear of any adverse claims, title to such Interruptible Storage Inventory as Customer was instructed, but failed, to withdraw. Saltville's notice to Customer may be given via telephone, but shall be confirmed in writing via e-mail or facsimile to Customer.
- 2.5 In the event that Saltville retains and takes title to any of Customer's storage quantities pursuant to this Section 2, Saltville shall dispose of such storage quantities by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 29 of the General Terms and Conditions of this FERC Gas Tariff.

FERC Docket: RP08-257-000

Fourth Revised Sheet No. 42 Fourth Revised Sheet No. 42: Suspended

Superseding: Third Revised Sheet No. 42

ISS RATE SCHEDULE
INTERRUPTIBLE STORAGE SERVICE
(Continued)

#### 3. RATES AND CHARGES

3.1 The rates and charges paid by Customer for Interruptible storage service under this rate schedule shall

include the applicable storage rate components set forth in the ISS Rate Statement and as described

below. Unless Saltville and Customer agree in writing upon a rate for service provided hereunder, the

 $\hbox{rate(s) applicable to a Customer for service hereunder shall be the applicable Maximum Rate(s).} \\$ 

event, pursuant to Section 31 of the General Terms and Conditions, a rate less than the applicable

Maximum Rate(s) and not less than the applicable Minimum Rate(s) is agreed upon ("Discounted Rate"),

such Discounted Rate(s) shall be applicable for the period agreed upon by Customer and Saltville.

- (a) Storage Capacity Charge. A monthly charge equal to the Monthly Storage Capacity Charge for the highest daily quantity stored in Saltville's facilities pursuant to Section 2(b) of this rate schedule during a given Month.
- (b) Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into Saltville's facilities pursuant to Section 2.1(a) of this rate schedule during a given Month.
- (c) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from Saltville's facilities pursuant to Section 2.1(c) of this rate schedule during a given Month.
- (d) Excess Injection Charge. A usage charge for each Dth of Customer's Gas injected into Saltville's facilities pursuant to Section 2.2 of this rate schedule during a given Month.
- (e) Excess Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from Saltville's facilities pursuant to Section 2.3 of this rate schedule during a given Month.
- (f) Regulatory Fees and Charges. Unless otherwise agreed in an executed Interruptible Service

  Agreement, Customer shall reimburse Saltville for all fees and charges, as required by the

  Commission or any other regulatory body, that are related to service provided under this schedule, as set forth in Customer's Interruptible Service Agreement.
- (g) Fuel Reimbursement Charge. The amount of gas for fuel and losses determined in accordance with Section 35 of the General Terms and Conditions.
- 3.2 Pursuant to Section 32 of the General Terms and Conditions, Saltville and Customer may mutually agree
  in writing to rates, rate components, charges or credits for service under this Rate Schedule that

differ from those rates, rate components, charges or credits that are otherwise prescribed, required,

established or imposed by this Rate Schedule or by any other applicable provision of Saltville's effective FERC Gas Tariff ("Negotiated Rate"). If Saltville agrees to any such Negotiated Rate(s) then

the Negotiated Rate(s) shall be effective only for the period mutually agreed upon. During such period, the Negotiated Rate shall govern and apply to Customer's service and the otherwise applicable

rate, rate component, charge or credit, which the parties have agreed to replace with the Negotiated

Rate, shall not apply to, or be available to, Customer. At the end of such period, the otherwise applicable Maximum Rates or charges shall govern the service provided to Customer. Only those rates, rate components, charges or credits identified by Saltville and Customer in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges or credits prescribed, required, established or imposed by this

Rate Schedule or Saltville's FERC Gas Tariff shall remain in effect. Saltville shall make a filing pursuant to Section 32 of the General Terms and Conditions with the Commission necessary to

effectuate
 a Negotiated Rate.

FERC Docket: RP08-156-000

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

Superseding: Second Revised Sheet No. 43

# ISS RATE SCHEDULE INTERRUPTIBLE STORAGE SERVICE (Continued)

4. MONTHLY BILL

The monthly bill for Interruptible storage service shall reflect the applicable charges set forth under Section 3 of this rate schedule at rates set forth in Customer's Interruptible Service Agreement.

5. TERM

The term for service under this rate schedule shall be as set forth in Customer's Interruptible Service Agreement.

- 6. AUTHORIZATION, RATES, TERMS AND CHANGES
  - 6.1 Customer's Interruptible Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the Commission, and any state or local governmental agency having jurisdiction, of requisite authorization for Saltville to provide the storage service contemplated herein and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport natural Gas to/from the Point of Receipt/Delivery necessary to effect the service provided for herein.
  - 6.2 Saltville shall have the right to propose to the Commission or other governing regulatory body such changes in its rates and terms of service as it deems necessary and unless otherwise agreed in an executed Interruptible Service Agreement, Customer's Interruptible Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any Negotiated Rates between Saltville and its Customer(s) shall remain in effect during the term agreed upon by Customer and Saltville.

## 7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, Saltville's capability to receive or deliver quantities is impaired so that Saltville is unable to receive or deliver the quantities provided for in its Interruptible Service Agreements with Customers, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

In the event that Saltville determines, in its sole discretion, that some or all Interruptible Storage Service(s) must be interrupted in order to satisfy Saltville's obligations to Firm Storage Service Customers, or that such interruption is otherwise necessary or appropriate to avoid adverse impact on the operation of Saltville's system, Saltville will notify any affected Customer receiving Interruptible Storage Service that they are required to reduce their Interruptible Storage Balance(s) over the period specified in the notice. Such notice shall be issued to Customers, via facsimile, on a price basis, where lower price services will be noticed before higher price services. At a minimum, Customers will have one Day in which to comply with the notice.

FERC Docket: RP08-156-000

Second Revised Sheet No. 44 Second Revised Sheet No. 44: Effective

Superseding: First Revised Sheet No. 44

ISS RATE SCHEDULE
INTERRUPTIBLE STORAGE SERVICE
(Continued)

If Customer fails to comply with the notice given in accordance with this section, Saltville shall cash out the balance quantity that Customer was advised, but failed to reduce or eliminate, at the "Gas Daily" Columbia App. Midpoint Index plus ten percent (10%) for negative Interruptible Storage Balances or the "Gas Daily" Columbia App. Midpoint Index less ten percent (10%) for positive Interruptible Storage Balances.

Saltville may issue a notice requiring any Customer with an Interruptible Storage Balance of less than 50 Dth to eliminate its existing Interruptible Storage Balance within thirty (30) Days. Such notice shall be issued by Saltville to Customer via facsimile. If Customer fails to comply with this notice, any positive Interruptible Storage Balance remaining after thirty (30) Days will be cashed out at 80% of the "Gas Daily" Columbia App. Midpoint Index calculated during the thirty (30) Day period, and any negative Interruptible Storage Balance remaining after thirty (30) Days will be cashed out at 120% of highest "Gas Daily" Columbia App. Midpoint Index calculated during the thirty (30) Day period.

In the event that the prices referenced in this Section 7 are no longer available or valid, Saltville will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to refund. In the event that a more representative posting is established, Saltville will file to change its tariff to incorporate that posting.

#### 8. EXPIRATION OF TERM

At least ten (10) Business Days prior to the end of the primary term or any renewed term of Customer's Interruptible Service Agreement, Saltville shall notify Customer to withdraw all of the Interruptible storage quantities held by Saltville for the account of Customer pursuant to such agreement. Saltville's notice to Customer may be given via telephone, but shall be confirmed in writing via e-mail or facsimile to Customer. Before the end of the contract term, Customer must either physically withdraw the storage quantities or indicate to Saltville in writing that it desires to have Saltville cash out the storage quantities on mutually agreeable terms. If, by the end of the Gas Day that is the last Day of the contract term, Customer neither has withdrawn the storage quantities nor indicated in writing to Saltville that it desires to exercise the cash out option, then Saltville may take, free and clear of any adverse claims, title to such Interruptible storage quantities as Customer was required, but failed, to withdraw or cash out; provided, however, that only those quantities not withdrawn or cashed out on mutually agreeable terms shall become the property of Saltville, free and clear of any adverse claims. If Customer was unable to withdraw its Interruptible storage quantities due to an interruption of Customer's withdrawal service during the last ten Days before termination, Customer shall be allowed to withdraw its storage quantities within a reasonable period following the end of the contract term.

In the event that Saltville retains and takes title to any of Customer's storage quantities pursuant to this Section 8, Saltville shall dispose of such storage quantities by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 29 of the General Terms and Conditions of this FERC Gas Tariff.

FERC Docket: RP06-373-000

First Revised Sheet No. 45 First Revised Sheet No. 45 : Effective Superseding: Original Sheet No. 45

ISS RATE SCHEDULE INTERRUPTIBLE STORAGE SERVICE (Continued)

GENERAL TERMS AND CONDITIONS 9.

> Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this ISS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

Effective Date: 11/22/2004 Status: Effective FERC Docket: CP04- 14-002

Sheet Nos. 46 - 50 Sheet Nos. 46 - 50 : Effective

Sheet Nos. 46 through 50 have been reserved for future use.

FERC Docket: RP08-257-000

Fourth Revised Sheet No. 51 Fourth Revised Sheet No. 51: Suspended

Superseding: Third Revised Sheet No. 51

# IPS RATE SCHEDULE INTERRUPTIBLE PARK SERVICE

#### AVAILABILITY

This rate schedule is available to any Customer for the purchase of Interruptible park service from Saltville, provided that:

- (a) Saltville has determined that it has sufficient operationally available storage capacity,
  injection or withdrawal capacity to perform the service requested by Customer;
- (b) Saltville has determined that the service requested by Customer will not interfere with the efficient operation of its system or with higher priority services;
- (c) Customer has, or has access to, an effective transportation service required for utilization of the park service provided under this rate schedule;
  - (d) Customer and Saltville have executed an Interruptible Service Agreement, and
- (e) Service under this rate schedule may not be available to the extent that Saltville would be
  required to construct, modify, expand or acquire any facilities to enable Saltville to perform
  the requested services.

#### 2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to all Interruptible park service rendered by Saltville to

  Customer at Saltville's facilities located in Smyth County and Washington County,

  Virginia

  pursuant to an executed Interruptible Service Agreement.
- Interruptible park service rendered by Saltville to Customer under this rate schedule shall consist of the injection, storage, and withdrawal and delivery of Customer's Gas, on an Interruptible basis, by Saltville. Service under this rate schedule includes:
- (a) The daily injection of Customer's Gas per Customer's nomination up to the Maximum

  Daily Injection Quantity ("MDIQ") stated in Exhibit A of Customer's

  Interruptible

  Service Agreement plus any applicable Fuel Reimbursement quantity, provided that (i)

all higher priority service nominations for injection have been satisfied, (ii)

Customer delivers the nominated quantity to the Point(s) of Receipt located on

Saltville's system, and (iii) such injected quantities would not cause

Customer's Park

Balance to exceed the Maximum Park Quantity specified in Exhibit A of Customer's

Interruptible Service Agreement;

- (b) The storage of Gas in amounts up to Customer's Maximum Park Quantity provided that all higher priority service storage needs have been satisfied; and
- (c) The daily withdrawal and delivery of Customer's Gas per Customer's nomination to the

  Point(s) of Delivery located on Saltville's system up to Customer's Maximum

  Daily

  Service

  Agreement plus any applicable Fuel Reimbursement quantity, provided that all higher

Customer has

priority service nominations for withdrawal have been satisfied, and that

sufficient Gas Stored in Customer's Park Balance.

2.2 Provided the receipt of Gas from Customer and the injection of such Gas into storage can be

accomplished by Saltville without detriment to Saltville's facilities and/or Saltville's ability to meet its obligations to firm Customers, Saltville may, upon request of

Customer and
after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis

quantities of Gas in excess of Customer's MDIQ, provided that Customer's Park Balance is than the Maximum Park Quantity set forth in Exhibit A of the Interruptible Service

Agreement.

Such excess quantities shall be deemed to be Excess Park Injection Gas.

FERC Docket: RP08-257-000

Fourth Revised Sheet No. 52 Fourth Revised Sheet No. 52: Suspended

Superseding: Third Revised Sheet No. 52

# IPS RATE SCHEDULE INTERRUPTIBLE PARK SERVICE (Continued)

2.3 Provided such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished

by Saltville without detriment to Saltville's facilities and/or Saltville's ability to meet its obligations to firm Customers, Saltville may, upon request of Customer and after confirmation by Customer's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of

Customer's MDWQ, provided that Customer has sufficient Gas Stored in Customer's Park Balance. Such

excess quantities shall be deemed to be Excess Park Withdrawal Gas.

2.4 To the extent storage capacity which is being utilized by an Interruptible Customer hereunder is needed by Saltville in order to satisfy Saltville's obligations to higher priority services, Saltville

shall

require Customer to withdraw all, or any portion of, the Park Balance held in storage by Saltville for

the account of Customer as specified by Saltville. Unless Saltville otherwise agrees, Customer shall

be required to make ratable withdrawals. If Customer fails to withdraw such Park Balance, then Saltville may take, free and clear of any adverse claims, title to such Park Balance as Customer was

instructed, but failed, to withdraw. Saltville's notice to Customer may be given via telephone, but

shall be confirmed in writing via e-mail or facsimile to the Customer.

2.5 In the event that Saltville retains and takes title to any of Customer's Park Balance pursuant to this

Section 2, Saltville shall dispose of such Park Balance by auction and shall credit the net proceeds

received from such auction in accordance with the provisions of Section 29 of the General Terms and

Conditions of this FERC Gas Tariff.

## 3. RATES AND CHARGES

3.1 The rates and charges paid by Customer for Interruptible park service under this rate schedule shall include the applicable park rate components set forth in the IPS Rate Statement and as described below.

Unless Saltville and Customer agree in writing upon a rate for service provided hereunder, the rate(s) applicable to a Customer for service hereunder shall be the applicable Maximum Rate(s). In the event, pursuant to Section 31 of the General Terms and Conditions, a rate less than the applicable Maximum Rate(s) and not less than the applicable Minimum Rate(s) is agreed upon ("Discounted Rate"), sucl

Rate(s) and not less than the applicable Minimum Rate(s) is agreed upon ("Discounted Rate"), such Discounted Rate(s) shall be applicable for the period agreed upon by Customer and Saltville.

(a) Interruptible Park Charge. A charge as set forth in Exhibit A of Customer's

Interruptible Service Agreement for each Dth of Customer's Park Balance for each Day of the Month, up

to the Maximum Park Quantity specified in Exhibit A of Customer's Interruptible Service

Agreement.

(b) Interruptible Park Injection Charge. A daily charge as set forth in Exhibit A of Customer's

Interruptible Service Agreement for each Dth of Customer's Gas injected into Saltville's facilities pursuant to Section 2.1(a) of this rate schedule during the Month.

(c) Interruptible Park Withdrawal Charge. A daily charge as set forth in Exhibit A of Customer's

Interruptible Service Agreement for each Dth of Customer's Gas withdrawn from Saltville's

facilities pursuant to Section 2.1(c) of this rate schedule during the Month.

- (d) Excess Park Injection Charge. A usage charge as set forth in Exhibit A of Customer's Interruptible Service Agreement for each Dth of Customer's Gas injected into Saltville's facilities pursuant to Section 2.2 of this rate schedule during a given Month.
- (e) Excess Park Withdrawal Charge. A usage charge as set forth in Exhibit A of Customer's Interruptible Service Agreement for each Dth of Customer's Gas withdrawn from Saltville's

facilities pursuant to Section 2.3 of this rate schedule during a given Month.

- (f) Regulatory Fees and Charges. Unless otherwise agreed in an executed Interruptible
  Service
  Agreement, Customer shall reimburse Saltville for all fees and charges, as required by
  the
  Commission or any other regulatory body, that are related to service provided under this rate
  schedule, as set forth in Customer's Interruptible Service Agreement.
- (g) Fuel Reimbursement Charge. The amount of gas for fuel and losses determined in accordance with Section 35 of the General Terms and Conditions.

FERC Docket: RP08-156-000

First Revised Sheet No. 52A First Revised Sheet No. 52A: Effective

Superseding: Original Sheet No. 52A

IPS RATE SCHEDULE
INTERRUPTIBLE PARK SERVICE
(Continued)

3.2 Pursuant to Section 32 of the General Terms and Conditions, Saltville and Customer may mutually agree in writing to rates, rate components, charges or credits for service under this Rate Schedule that differ from those rates, rate components, charges or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Saltville's effective FERC Gas Tariff ("Negotiated Rate"). If Saltville agrees to any such Negotiated Rate(s) then the Negotiated Rate(s) shall be effective only for the period mutually agreed upon. During such period, the Negotiated Rate shall govern and apply to Customer's service and the otherwise applicable rate, rate component, charge or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, Customer. At the end of such period, the otherwise applicable Maximum Rates or charges shall govern the service provided to Customer. Only those rates, rate components, charges or credits identified by Saltville and Customer in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges or credits prescribed, required, established or imposed by this Rate Schedule or Saltville's FERC Gas Tariff shall remain in effect. Saltville shall make a filing pursuant to Section 32 of the General Terms and Conditions with the Commission necessary to effectuate a Negotiated Rate.

FERC Docket: RP08-156-000

Third Revised Sheet No. 53 Third Revised Sheet No. 53: Effective

Superseding: Second Revised Sheet No. 53

IPS RATE SCHEDULE
INTERRUPTIBLE PARK SERVICE
(Continued)

4. MONTHLY BILL

The monthly bill for Interruptible park service shall reflect the applicable charges set forth under Section 3 of this rate schedule at rates and terms set forth in Customer's Interruptible Service Agreement.

5. TERM

The term for service under this rate schedule shall be as set forth in Customer's Interruptible Service Agreement.

- 6. AUTHORIZATION, RATES, TERMS AND CHANGES
  - Customer's Interruptible Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the Commission, and any state or local governmental agency having jurisdiction, of requisite authorization for Saltville to provide the park service contemplated herein and to construct and operate the Gas storage facilities necessary to provide such park service and for any connected pipeline to transport natural Gas to/from the Point of Receipt/Delivery necessary to effect the park service provided for herein.
  - 6.2 Saltville shall have the right to propose to the Commission or other governing regulatory body such changes in its rates and terms of service as it deems necessary and unless otherwise agreed in an executed Interruptible Service Agreement, the Interruptible Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any Negotiated Rates between Saltville and its Customer(s) shall remain in effect during the term upon by Customer and Saltville.

### 7. CURTAILMENT

If, due to any cause whatsoever, Saltville's capability to receive or deliver quantities is impaired so that Saltville is unable to receive or deliver the quantities provided for in its Interruptible Service Agreement with Customers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

In the event that Saltville determines, in its sole discretion, that some or all Interruptible Park Service(s) must be interrupted in order to satisfy Saltville's obligations to Firm Storage Service Customers, or that such interruption is otherwise necessary or is otherwise appropriate to avoid adverse impact on the operation of Saltville's system, Saltville will notify any affected Customer receiving Interruptible Park Service that they are required to reduce their Park Balance(s) over the period specified in the notice. Such notice shall be issued to Customers, via facsimile, on a price basis, where lower price services will be noticed before higher price services. At a minimum, Customers will have one Day in which to comply with the notice.

FERC Docket: RP08-156-000

Second Revised Sheet No. 54 Second Revised Sheet No. 54: Effective

Superseding: First Revised Sheet No. 54

IPS RATE SCHEDULE
INTERRUPTIBLE PARK SERVICE
(Continued)

If Customer fails to comply with the notice given in accordance with this section, Saltville shall cash out the balance quantity that Customer was advised, but failed to reduce or eliminate, at the "Gas Daily" Columbia App. Midpoint Index plus ten percent (10%) for negative Park Balances or the "Gas Daily" Columbia App. Midpoint Index less ten percent (10%) for positive Park Balances.

Saltville may issue a notice requiring any Customer with a Park Balance of less than 50 Dth to eliminate its existing Park Balance within thirty (30) Days. Such notice shall be issued by Saltville to Customer via facsimile. If Customer fails to comply with this notice, any positive Park Balance remaining after thirty (30) Days will be cashed out at 80% of the "Gas Daily" Columbia App. Midpoint Index calculated during the thirty (30) Day period, and any negative Park Balance remaining after thirty (30) Days will be cashed out at 120% of highest "Gas Daily" Columbia App. Midpoint Index calculated during the thirty (30) Day period.

In the event that the prices referenced in this Section 7 are no longer available or valid, Saltville will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to refund. In the event that a more representative posting is established, Saltville will file to change its tariff to incorporate that posting.

#### 8. EXPIRATION OF TERM

At least ten (10) Business Days prior to the end of the term as specified in Customer's Interruptible Service Agreement, Saltville shall notify Customer to withdraw all of the Park Balance held by Saltville for the account of Customer; provided, however, any Park Balance as specified in Exhibit A of Customer's Interruptible Storage Service Agreement that has a term of ten (10) Business Days or less shall not require such foregoing notice but shall be deemed to have been given upon the first Day of the primary term or the renewed term of such Agreement. Saltville's notice to Customer may be given via telephone, but shall be confirmed in writing via e-mail or facsimile to the Customer. Before the end of the term of Customer's Interruptible Service Agreement, the Customer must either physically withdraw the Park Balance or indicate to Saltville in writing that it desires to have Saltville cash out the Park Balance on mutually agreeable terms. the end of the Gas Day that is the last Day of the term as specified in Exhibit A of Customer's Interruptible Service Agreement, the Customer neither has withdrawn the Park Balance nor indicated in writing to Saltville that it desires to exercise the cash out option, then Saltville may take, free and clear of any adverse claims, title to such Park Balance as Customer was required, but failed, to withdraw or cash out; provided, however, that only those quantities not withdrawn or cashed out on mutually agreeable terms shall become the property of Saltville, free and clear of any adverse claims. If Customer was unable to withdraw its Park Balance due to an interruption of Customer's withdrawal service during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

FERC Docket: RP07-481-000

Second Revised Sheet No. 55 Second Revised Sheet No. 55: Effective

Superseding: First Revised Sheet No. 55

IPS RATE SCHEDULE
INTERRUPTIBLE PARK SERVICE
(Continued)

In the event that Saltville retains and takes title to any of Customer's Park Balance pursuant to this Section 8, Saltville shall dispose of such Park Balance by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 29 of the General Terms and Conditions of this FERC Gas Tariff.

#### 9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this IPS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

Effective Date: 11/22/2004 Status: Effective FERC Docket: CP04- 14-002

Sheet Nos. 56 - 60 Sheet Nos. 56 - 60 : Effective

Sheet Nos. 56 through 60 have been reserved for future use.

FERC Docket: RP08-257-000

Fourth Revised Sheet No. 61 Fourth Revised Sheet No. 61: Suspended

Superseding: Third Revised Sheet No. 61

# ILS RATE SCHEDULE INTERRUPTIBLE LOAN SERVICE

#### AVATLABILITY

This rate schedule is available to any Customer for the purchase of Interruptible natural Gas loan service from Saltville, provided that:

- (a) Saltville has determined that it has sufficient operationally available storage capacity, injection or withdrawal capacity to perform the service requested by Customer;
- (b) Saltville has determined that the service requested by Customer will not interfere with the efficient operation of its system or with higher priority services;
- (c) Customer has, or has access to, an effective transportation service required for utilization of the loan service provided under this rate schedule;
- (d) Customer and Saltville have executed an Interruptible Service Agreement; and
- (e) Service under this rate schedule may not be available to the extent that Saltville would be required to construct, modify, expand or acquire any facilities to enable Saltville to perform the requested services.

#### 2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all Interruptible loan service rendered by Saltville to Customer at Saltville's facilities located in Smyth County and Washington County, Virginia pursuant to an executed Interruptible Service Agreement.

Interruptible loan service rendered by Saltville to Customer under this rate schedule shall consist of the advancement to Customer, upon nomination and subsequent confirmation, of daily quantities of Gas up to the Maximum Daily Withdrawal Quantity ("MDWQ") stated in Exhibit A of Customer's Interruptible Service Agreement plus any applicable Fuel Reimbursement quantity, provided that all higher priority service nominations for withdrawal have been satisfied and system needs allow. Customer agrees to return the Loan Balance plus any applicable Fuel Reimbursement quantity to Saltville at a time to be agreed upon as set forth in Exhibit A of Customer's Interruptible Service Agreement. If Customer fails to return the Gas advanced by Saltville to Customer under this rate schedule plus any applicable Fuel Reimbursement quantity at the agreed upon time, such quantities shall be subject to the provisions of Section 2.5 of this Rate Schedule.

FERC Docket: RP08-156-000

First Revised Sheet No. 61A First Revised Sheet No. 61A: Effective

Superseding: Original Sheet No. 61A

ILS RATE SCHEDULE
INTERRUPTIBLE LOAN SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.2 Provided such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by Saltville without detriment to Saltville's facilities and/or Saltville's ability to meet its obligations to firm Customers, Saltville may, upon request of Customer and after confirmation by Customer's Transporter, schedule, withdraw and advance on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer's Loan Balance does not exceed Customer's Maximum Loan Quantity specified in Exhibit A of Customer's Interruptible Service Agreement. Such excess quantities shall be deemed to be Excess Loan Withdrawal Gas.
- 2.3 Provided the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by Saltville without detriment to Saltville's facilities and/or Saltville's ability to meet its obligations to firm Customers, Saltville may, upon request of Customer and after confirmation by Customer's Transporter, schedule and return on an Interruptible basis quantities of Gas in excess of Customer's MDIQ set forth in Exhibit A of the Interruptible Service Agreement. Such excess quantities shall be deemed to be Excess Loan Injection Gas.

FERC Docket: RP08-257-000

Fourth Revised Sheet No. 62 Fourth Revised Sheet No. 62: Suspended

Superseding: Third Revised Sheet No. 62

# ILS RATE SCHEDULE INTERRUPTIBLE LOAN SERVICE (Continued)

2.4 To the extent quantities of Gas that have been loaned to an Interruptible Customer hereunder is needed by Saltville in order to satisfy Saltville's obligations to higher priority services or to meet system needs, Saltville may at its sole discretion and upon giving notice to Customer, interrupt the continuation of any or all services hereunder and require Customer to return all, or any portion, of

Customer's Loan Balance at a time to be agreed upon. Unless Saltville otherwise agrees, Customer shall be required to make ratable injections.

2.5 If Customer fails to return the Loan Balance to Saltville as required by this Section 2 at the agreed

upon time, Saltville may purchase replacement Gas and Customer shall pay Saltville the cost of the

replacement Gas, which includes the actual cost of replacement supplies and any costs or penalties

incurred by Saltville or its Customers as a result of Customer's failure to return Gas advanced by

Saltville, plus all other costs incurred by Saltville to secure such replacement Gas, including, but

not limited to, third-party marketing fees, transportation charges assessed by third-party pipeline

companies, and all other costs for securing replacement Gas.

#### 3. RATES AND CHARGES

3.1 The rates and charges paid by Customer for Interruptible loan service under this rate schedule shall include the applicable loan rate components set forth in the ILS Rate Statement and as described below.

Unless Saltville and Customer agree in writing upon a rate for service provided hereunder, the rate(s) applicable to a Customer for service hereunder shall be the applicable Maximum Rate(s). In the event, pursuant to Section 31 of the General Terms and Conditions, a rate less than the applicable Maximum

Rate(s) and not less than the applicable Minimum Rate(s) is agreed upon ("Discounted Rate"), such Discounted Rate(s) shall be applicable for the period agreed upon by Customer and Saltville.

- (a) Interruptible Loan Charge. A charge as set forth in Exhibit A of Customer's

  Service Agreement for each Dth of Customer's Loan Balance for each Day of the Month, up
  to the

  Maximum Loan Quantity specified in Exhibit A of Customer's Interruptible Service
  Agreement.
- (b) Interruptible Loan Injection Charge. A daily charge as set forth in Exhibit A of Customer's

  Interruptible Service Agreement for each Dth of Gas injected into Saltville's facilities pursuant to Section 2.1 of this rate schedule during the Month.
- (c) Interruptible Loan Withdrawal Charge. A daily charge as set forth in Exhibit A of Customer's

  Interruptible Service Agreement for each Dth of Gas withdrawn from Saltville's facilities

  pursuant to Section 2.1 of this rate schedule during the Month.
  - (d) Excess Loan Injection Charge. A usage charge as set forth in Exhibit A of Customer's Interruptible Service Agreement for each Dth of Customer's Gas injected into Saltville's facilities pursuant to Section 2.3 of this rate schedule during a given Month.
  - (e) Excess Loan Withdrawal Charge. A usage charge as set forth in Exhibit A of Customer's Interruptible Service Agreement for each Dth of Customer's Gas withdrawn from

### Saltville's

facilities pursuant to Section 2.2 of this rate schedule during a given Month.

- (f) Regulatory Fees and Charges. Unless otherwise agreed in an executed Interruptible
  Service
  Agreement, Customer shall reimburse Saltville for all fees and charges, as required by
  the
  Commission or any other regulatory body, that are related to service provided under this schedule, as set forth in Customer's Interruptible Service Agreement.
- (g) Fuel Reimbursement Charge. The amount of gas for fuel and losses determined in accordance with Section 35 of the General Terms and Conditions.

FERC Docket: RP08-156-000

First Revised Sheet No. 62A First Revised Sheet No. 62A: Effective

Superseding: Original Sheet No. 62A

ILS RATE SCHEDULE
INTERRUPTIBLE LOAN SERVICE
(Continued)

Pursuant to Section 32 of the General Terms and Conditions, Saltville and Customer may mutually agree in writing to rates, rate components, charges or credits for service under this Rate Schedule that differ from those rates, rate components, charges or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Saltville's effective FERC Gas Tariff ("Negotiated Rate"). If Saltville agrees to any such Negotiated Rate(s) then the Negotiated Rate(s) shall be effective only for the period mutually agreed upon. During such period, the Negotiated Rate shall govern and apply to Customer's service and the otherwise applicable rate, rate component, charge or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, Customer. At the end of such period, the otherwise applicable Maximum Rates or charges shall govern the service provided to Customer. Only those rates, rate components, charges or credits identified by Saltville and Customer in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges or credits prescribed, required, established or imposed by this Rate Schedule or Saltville's FERC Gas Tariff shall remain in effect. Saltville shall make a filing pursuant to Section 32 of the General Terms and Conditions with the Commission necessary to effectuate a Negotiated Rate.

FERC Docket: RP08-156-000

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

Superseding: Second Revised Sheet No. 63

ILS RATE SCHEDULE
INTERRUPTIBLE LOAN SERVICE
(Continued)

4. MONTHLY BILL

The monthly bill for Interruptible loan service shall reflect the applicable charges set forth under Section 3 of this rate schedule at rates and terms set forth in Customer's Interruptible Service Agreement.

5. TERM

The term for service under this rate schedule shall be as set forth in Exhibit A of Customer's Interruptible Service Agreement.

- 6. AUTHORIZATION, RATES, TERMS AND CHANGES
  - 6.1 Customer's Interruptible Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by the Commission, and any state or local governmental agency having jurisdiction, of requisite authorization for Saltville to provide the loan service contemplated herein and to construct and operate the Gas storage facilities necessary to provide such loan service and for any connected pipeline to transport natural Gas to/from the Point of Receipt/Delivery necessary to effect the loan service provided for herein.
  - 6.2 Saltville shall have the right to propose to the Commission or other governing regulatory body such changes in its rates and terms of service as it deems necessary and unless otherwise agreed in an executed Interruptible Service Agreement, Customer's Interruptible Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any Negotiated Rates between Saltville and its Customer(s) shall remain in effect during the term upon by Customer and Saltville.

### 7. CURTAILMENT

If, due to any cause whatsoever, Saltville's capability to receive or deliver quantities is impaired so that Saltville is unable to receive or deliver the quantities provided for in its Exhibit A of the Interruptible Service Agreements with Customers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

FERC Docket: RP08-156-000

Third Revised Sheet No. 64 Third Revised Sheet No. 64: Effective

Superseding: Second Revised Sheet No. 64

# ILS RATE SCHEDULE INTERRUPTIBLE LOAN SERVICE (Continued)

In the event that Saltville determines, in its sole discretion, that some or all Interruptible Loan Service(s) must be interrupted in order to satisfy Saltville's obligations to Firm Storage Service Customers, or that such interruption is otherwise necessary or is otherwise appropriate to avoid adverse impact on the operation of Saltville's system, Saltville will notify any affected Customer receiving Interruptible Loan Service that they are required to reduce their Loan Balance(s) over the period specified in the notice. Such notice shall be issued to Customers, via facsimile, on a price basis, where lower price services will be noticed before higher price services. At a minimum, Customers will have one Day in which to comply with the notice.

If Customer fails to comply with the notice given in accordance with this section, Saltville shall cash out the balance quantity that Customer was advised, but failed to reduce or eliminate, at the "Gas Daily" Columbia App. Midpoint Index plus ten percent (10%) for negative Loan Balances or the "Gas Daily" Columbia App. Midpoint Index less ten percent (10%) for positive Loan Balances.

Saltville may issue a notice requiring any Customer with a Loan Balance of less than 50 Dth to eliminate its existing Loan Balance within thirty (30) Days. Such notice shall be issued by Saltville to Customer via email. If Customer fails to comply with this notice, any positive Loan Balance remaining after thirty (30) Days will be cashed out at 80% of the "Gas Daily" Columbia App. Midpoint Index calculated during the thirty (30) Day period, and any negative Loan Balance remaining after thirty (30) Days will be cashed out at 120% of highest "Gas Daily" Columbia App. Midpoint Index calculated during the thirty (30) Day period.

In the event that the prices referenced in this Section 7 are no longer available or valid, Saltville will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to refund. In the event that a more representative posting is established, Saltville will file to change its tariff to incorporate that posting.

### 8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this ILS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein.

Effective Date: 11/22/2004 Status: Effective FERC Docket: CP04- 14-002

Sheet Nos. 65 - 99 Sheet Nos. 65 - 99 : Effective

Sheet Nos. 65 through 99 have been reserved for future use.

FERC Docket: RP10-627-000

Third Revised Sheet No. 100 Third Revised Sheet No. 100 Superseding: Second Revised Sheet No. 100

### GENERAL TERMS AND CONDITIONS

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FERC Docket: RP08-156-000

Second Revised Sheet No. 101 second Revised Sheet No. 101 : Effective

Superseding: First Revised Sheet No. 101

#### GENERAL TERMS AND CONDITIONS

#### INTRODUCTORY STATEMENT

Except where expressly stated in an executed Firm Storage Service Agreement and/or an Interruptible Service Agreement, the General Terms and Conditions of Saltville's currently effective FERC Gas Tariff shall apply to all natural Gas services rendered by Saltville under any service agreement, including, but not limited to, service under the FSS, ISS, IPS, and ILS Rate Schedules.

#### DEFINITIONS

Base Gas shall mean the Gas required to remain in the storage cavern connected to Saltville's facilities located in Smyth County and Washington County, Virginia sufficient to protect the caverns' integrity.

Btu shall mean one British Thermal Unit, and shall be the quantity of heat required to raise the temperature of one (1) pound of water from fifty-eight and five-tenths degrees (58.5 degrees) to fifty-nine and five-tenths degrees (59.5 degrees) Fahrenheit. The reporting basis for Btu is 14.73 dry psia and 60 degrees F (101.325 kPa and 15 degrees C, and dry). Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm2 and 15.6 degrees C and dry.

Business Day shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions occurring in Canada and Mexico.

Contract Year shall mean the twelve (12) Month period beginning on April 1st and ending on March 31st.

Critical Notices shall mean information pertaining to Saltville conditions that affect scheduling or adversely affect scheduled  $Gas\ flow.$ 

A Cubic Foot of Gas shall mean the volume of Gas that occupies one cubic foot at a temperature of 60 degrees Fahrenheit, a pressure of 14.73 psia, and dry. Mcf means one thousand (1,000) cubic feet and Mmcf means one million (1,000,000) cubic feet.

Customer shall mean the party that holds all lawful right and/or title to the natural Gas that is being stored, parked and/or loaned and who executes a service agreement with Saltville.

Customer's Stored Gas or Gas Stored shall mean the quantity of Gas (stated in Dth) stored by Saltville for Customer's account.

Customer's Transporter or Transporter shall mean the interconnected pipeline delivering Customer's Gas to Saltville's facilities or the interconnected pipeline receiving Customer's Gas from Saltville's facilities.

Day or Gas Day shall mean a period of twenty-four (24) consecutive hours, beginning and ending at 9 a.m. Central Clock Time.

Dekatherm or Dth shall mean the quantity of heat energy which is equivalent to 1,000,000 Btu. One Dekatherm of Gas means the quantity of Gas which contains one Dekatherm of heat energy.

FERC Docket: RP08-257-000

Fourth Revised Sheet No. 102 Fourth Revised Sheet No. 102: Suspended

Superseding: Third Revised Sheet No. 102

# GENERAL TERMS AND CONDITIONS (Continued)

Discount Confirmation means an electronic mail (email) message sent by Saltville to Customer to confirm the terms of the discount granted pursuant to Section 31 of the General Terms and Conditions of Saltville's FERC Gas Tariff.

Elapsed Prorata Capacity means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative hourly use of the capacity.

Elapsed-prorated-scheduled quantity shall mean that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

Electronic Data Interchange or EDI shall mean electronic communication through means other than Saltville's LINK® System that complies with the Electronic Delivery Mechanism Standards of the North American Energy Standards Board (NAESB).

Electronic Notice Delivery is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM.

FERC or Commission shall mean the Federal Energy Regulatory Commission or any successor agency.

Fuel Reimbursement shall have the meaning set forth in Section 35 of the General Terms and Conditions of Saltville's FERC Gas Tariff.

Gas shall mean natural Gas in its natural state, produced from wells, including casinghead Gas produced with crude oil, natural Gas from gas wells and residue Gas resulting from processing both casinghead Gas and gas well Gas.

Internet Web site shall mean Saltville's HTML site accessible via the Internet's World Wide Web located at http://link.spectraenergy.com.

Interruptible shall mean that the storage, park or loan service is subject to interruption at any time by Saltville.

Intra-day Nomination shall mean a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day.

LINK® System shall mean Saltville's computer information and scheduling system, accessed through Saltville's interactive Internet Web site or through Electronic Data Interchange.

LINK® System Subscriber shall mean any entity, whether or not a Customer, which has agreed to comply with the Procedure for access to the LINK® Customer Interface System (the "LINK® System"), as more fully set forth in Section 28 of the General Terms and Conditions.

Loan Balance shall mean the quantity of Gas, expressed in Dth, that Saltville has loaned to Customer, provided that the Loan Balance shall never exceed Customer's Maximum Loan Quantity specified in Exhibit A of Customer's Interruptible Service Agreement.

Maximum Balance Quantity shall mean the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in Saltville's facilities located in Smyth County and Washington County, Virginia, at any given time as specified in Exhibit A of Customer's Interruptible Service Agreement.

FERC Docket: RP09-953-000

Fifth Revised Sheet No. 103 Fifth Revised Sheet No. 103

Superseding: Fourth Revised Sheet No. 103

# GENERAL TERMS AND CONDITIONS (Continued)

Maximum Daily Delivery Obligation or "MDDO" shall mean the maximum quantity of Gas specified in Customer's Firm Storage Service Agreement that Saltville is obligated to withdraw from storage and tender to Customer at a Point of Delivery each Day at constant hourly rates of flow over the course of such Day. For Customers with a Firm Storage Service Agreement executed prior to October 1, 2009, that specifies only one Point of Delivery, the MDDO at that Point of Delivery shall be equal to the MDWQ.

Maximum Daily Injection Quantity or "MDIQ" shall mean the maximum quantity of Gas specified in Customer's Firm Storage Service Agreement or Exhibit A of Customer's Interruptible Service Agreement that Customer may nominate and deliver and that Saltville shall receive at all Points of Receipt for injection into storage each Day at hourly rates of flow over the course of such Day (excluding any applicable Fuel Reimbursement quantity).

Maximum Daily Receipt Obligation or "MDRO" shall mean the maximum quantity of Gas specified in Customer's Firm Storage Service Agreement that Saltville shall be obligated to receive at a Point of Receipt for injection into storage each Day at constant hourly rates of flow over the course of such Day (excluding any applicable Fuel Reimbursement quantity). For Customers with a Firm Storage Service Agreement executed prior to October 1, 2009, that specifies only one Point of Receipt, the MDRO at that Point of Receipt shall be equal to the MDIQ.

Maximum Daily Withdrawal Quantity or "MDWQ" shall mean the maximum daily withdrawal quantity of Gas specified in Customer's Firm Storage Service Agreement or Exhibit A of Customer's Interruptible Service Agreement that Customer may nominate and that Saltville shall withdraw from storage and tender to Customer at all Points of Delivery each Day at constant hourly rates of flow over the course of such Day.

Maximum Loan Quantity shall mean the maximum quantity of Gas, expressed in Dth, that Saltville is obligated to loan to Customer at Saltville's facilities located in Smyth County and Washington County, Virginia, as specified in Exhibit A of Customer's Interruptible Service Agreement.

Maximum Park Quantity shall mean the maximum quantity of Gas, expressed in Dth, that Customer is permitted to park in Saltville's facilities located in Smyth County and Washington County, Virginia, at any given time as specified in Exhibit A of Customer's Interruptible Service Agreement.

Maximum Rate or Maximum Recourse Rate shall mean the highest cost based rate that Saltville is allowed to charge a Customer who executes a service agreement for a firm storage or an Interruptible service.

Maximum Storage Quantity shall mean the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in Saltville's facilities located in Smyth County and Washington County, Virginia at any given time as specified in Exhibit A of Customer's Firm Storage Service Agreement or Exhibit A of Customer's Interruptible Service Agreement, as applicable.

Minimum Rate or Minimum Recourse Rate shall mean the lowest cost based rate that Saltville is permitted to charge a Customer who executes a service agreement for a firm or Interruptible storage service.

FERC Docket: RP08-156-000

Fourth Revised Sheet No. 104 Fourth Revised Sheet No. 104: Effective

Superseding: Third Revised Sheet No. 104

# GENERAL TERMS AND CONDITIONS (Continued)

Month shall mean the period beginning at 9:00 a.m. Central Clock Time on the first Day of a calendar month and ending at 9:00 a.m. Central Clock Time on the first Day of the next succeeding month.

Operational Flow Order shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Saltville's system or to maintain operations required to provide efficient and reliable firm service. Whenever Saltville experiences these conditions, any pertinent order will be referred to as an Operational Flow Order.

Park Balance shall mean the quantity of Gas, expressed in Dth, that Customer has in Saltville's storage facilities for Customer's account, provided that the Park Balance shall never exceed Customer's Maximum Park Quantity specified in Exhibit A of Customer's Interruptible Service Agreement.

Primary Point of Delivery shall mean the point or points specified in Customer's storage service agreement at which Saltville shall tender Gas to Customer.

Primary Point of Receipt shall mean the point or points specified in Customer's storage service agreement at which Saltville shall receive Gas from Customer.

Psig shall mean pounds per square inch gauge.

Releasing Customer shall mean a Customer who has agreed to release some or all of its rights under its Firm Storage Service Agreement.

Replacement Customer shall mean a Customer who has assumed any released rights to capacity of a Releasing Customer.

Saltville shall mean Saltville Gas Storage Company L.L.C. or its successors.

Secondary Point of Delivery shall mean those points on Saltville's system not specified in Customer's storage service agreement at which Saltville may tender Gas to Customer.

Secondary Point of Receipt shall mean those points on Saltville's system not specified in Customer's storage service agreement at which Saltville may receive Gas from Customer.

FERC Docket: RP08-156-000

Third Revised Sheet No. 105 Third Revised Sheet No. 105: Effective

Superseding: Second Revised Sheet No. 105

# GENERAL TERMS AND CONDITIONS (Continued)

Storage Inventory shall mean the quantity of Gas, expressed in Dth, that a Customer has in place in Saltville's storage facilities for Customer's account, provided that the Storage Inventory shall never exceed Customer's Maximum Storage Quantity.

Summer Season shall mean the period that begins on April 1 and ends on October 31 of each calendar year. Withdrawals during the Summer Season may be done over sixteen hours per Day, with approval of Saltville.

Title Transfer shall mean the change of title to  $\ensuremath{\mathsf{Gas}}$  between parties at a location.

Title Transfer Tracking shall mean the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the Gas.

Title Transfer Tracking Service Provider shall mean a party conducting the Title Transfer Tracking activity.

Winter Season shall mean the period that begins on November  ${\bf 1}$  and ends on March  ${\bf 31}$  of each calendar year.

FERC Docket: RP07-526-000

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

GENERAL TERMS AND CONDITIONS (Continued)

- 3. CONTRACTING FOR SERVICE
  - 3.1 Contact Information.
  - (a) Any person may request information on pricing, terms of storage, park or loan service or capacity availability by contacting Saltville at the following:

Saltville Gas Storage Company L.L.C. 5400 Westheimer Court Houston, Texas 77056-5310 Attn: Spectra Energy Transmission Marketing Department Telephone: 1-800-827-LINK, or in Houston, 713-989-LINK

(b) A list of phone numbers for Saltville's gas dispatch and control personnel, who are on-call 24-hours a Day, will be posted on Saltville's Internet Web site.

FERC Docket: RP08-156-000

Fourth Revised Sheet No. 107 Fourth Revised Sheet No. 107: Effective

Superseding: Third Revised Sheet No. 107

- 3. CONTRACTING FOR SERVICE (continued)
  - Request for Service. Any Customer or potential Customer desiring to obtain firm or Interruptible service or to request an amendment to existing service outside of an open season must be a LINK® System User pursuant to Section 28 of these General Terms and Conditions and must submit a request for service electronically via the LINK® System. Requests to amend existing service that will affect a Customer's financial obligations to Saltville are referred to as Billing Amendments. Requests to amend existing service that will not affect a Customer's financial obligations to Saltville are referred to as Non-Billing Amendments. Saltville shall evaluate and respond to such request within five (5) Business Days of its receipt. If Saltville and potential Customer mutually agree to the rates potential Customer will pay for service, Saltville shall, subject to credit approval and execution of a service agreement, endeavor to provide service within the time specified in the request; provided, however, that (1) the Maximum Storage Quantity shall be no less than 5 times and no greater than 25 times the MDWQ, and (2) the Maximum Daily Injection Quantity shall be no lower than 40% and no greater than 100% of the MDWQ. Potential Customers offering to pay the Maximum Recourse Rate will receive the same consideration for service as those willing to pay a mutually agreeable rate. The request for service shall be considered complete only if the information specified in Sections 3.3 through 3.5 below is submitted to Saltville. If Saltville rejects any request for service, Saltville shall notify Customer via e-mail of its reason(s) for such rejection.

Effective Date: 03/01/2009 Status: Pending

FERC Docket: RP08-479-002

Sub Fifth Revised Sheet No. 107 Sub Fifth Revised Sheet No. 107

Superseding: Fourth Revised Sheet No. 107

- 3. CONTRACTING FOR SERVICE (continued)
  - 3.2 Request for Service.
    - (a) Any Customer or potential Customer desiring to obtain firm or Interruptible service or to request an amendment to existing service must be a LINK® System User pursuant to Section 28 of these General Terms and Conditions and must submit a request for service electronically via the LINK® System. Requests to amend existing service that will affect a Customer's financial obligations to Saltville are referred to as Billing Amendments. Requests to amend existing service that will not affect a Customer's financial obligations to Saltville are referred to as Non-Billing Amendments.
    - (b) Saltville shall evaluate and respond to such request pursuant to the procedures set forth in this Section 3.
    - (c) The request for service shall be considered complete only if the information specified in Sections 3.3 through 3.5 below is submitted to Saltville. If Saltville rejects any request for service, Saltville shall notify Customer via e-mail of its reason(s) for such rejection.

FERC Docket: RP09-597-000

Third Revised Sheet No. 108 Third Revised Sheet No. 108

Superseding: Second Revised Sheet No. 108

GENERAL TERMS AND CONDITIONS (Continued)

- CONTRACTING FOR SERVICE (continued)
  - 3.3 Information Requirements.
    - (a) Each request for service shall contain the information identified on the Request for Service Information List posted on Saltville's Internet Web site, as such list may be amended from time to time.
    - (b) A Customer or potential Customer requesting new service or an amendment to existing service shall also provide the following to Saltville:
      - (1) Either at the time of the request for new service or an amendment to existing service is submitted to Saltville or at the time of execution of the service agreement, such other information (if any), in writing, as may be required to comply with regulatory reporting or filing requirements; and
      - (2) Within ten (10) Business Days of the submittal of the request for new service or a request for a Billing Amendment, any credit information required to be provided pursuant to Section 3.4 below.
    - (c) If Customer does not submit the information required in Section 3.3(b) above within the required timeframes, the request for service shall be considered to be null and void. In addition, Saltville shall reject any request for service created in the LINK® System by Customer, but not submitted to Saltville within ninety (90) days of Customer's creation of such request.

### 3.4 Credit Evaluation:

Evidence of creditworthiness. Saltville's acceptance of a request for new service or a request resulting in a Billing (a) Amendment under any of Saltville's rate schedules is contingent upon a satisfactory credit appraisal by Saltville. Saltville shall apply, on a non-discriminatory basis, consistent financial evaluation standards to determine the acceptability of Customer's overall financial condition. Saltville shall not use any criteria, formula, ranking system or other methodology that would give any preference or advantage to an affiliate of Saltville. enable Saltville to conduct such credit appraisal, a Customer shall submit the following; provided, however, that submission of such material shall not be deemed acceptance of a request for service by Saltville, which determination shall be made by Saltville only after submission of the material and information set forth below and a determination by Saltville that Customer is sufficiently creditworthy. In the event Customer cannot provide the information required by this Section 3.4(a), Customer shall, if applicable, provide such information for its parent company.

FERC Docket: RP07-526-000

First Revised Sheet No. 109 First Revised Sheet No. 109: Effective

Superseding: Original Sheet No. 109

- 3. CONTRACTING FOR SERVICE (continued)
  - 3.4 Credit Evaluation (continued):
    - (1) Customer shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss Customer's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available. Saltville shall determine the acceptability of the Customer's overall financial condition;
    - (2) Customer shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted in Section 3.4(a)(1) above must show that Customer's obligations are being paid on a reasonably prompt basis;
    - (3) Customer shall confirm in writing that Customer is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Customer who is a debtor in possession operating under Chapter 11 of the Federal Bankruptcy Act but only with adequate assurance that the service billing will be paid promptly as a cost of administration under the Federal Court's jurisdiction;
    - (4) Customer shall confirm in writing that Customer is not aware of any change in business conditions which would cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an ongoing business entity;
    - (5) If Customer has an on-going business relationship with Saltville, no delinquent balances should be outstanding for services made previously by Saltville and Customer must have paid its account during the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract; and
    - (6) Customer shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.

FERC Docket: RP08-156-000

Second Revised Sheet No. 110 Second Revised Sheet No. 110: Effective

Superseding: First Revised Sheet No. 110

GENERAL TERMS AND CONDITIONS (Continued)

- 3. CONTRACTING FOR SERVICE (continued)
  - 3.4 Credit Evaluation (continued):
    - (b) Saltville shall not be required to perform or to continue service under any Rate Schedule on behalf of any Customer who is or has become insolvent or who, at Saltville's request, fails within a reasonable period to demonstrate creditworthiness. Upon notification by Saltville that a Customer has failed to satisfy the credit criteria or subsequently during the term of the service agreement no longer satisfies the credit criteria, such Customer may still obtain credit approval by Saltville if it pays any outstanding balances due Saltville for service rendered or has complied with Section 14.3 of the General Terms and Conditions with regard to such balances and elects to provide one of the following security:
      - (1) an advance deposit;
      - (2) a standby irrevocable letter of credit, acceptable to Saltville, issued by a financial institution that satisfies Saltville's credit appraisal;
      - (3) security interest in collateral found to be satisfactory to Saltville; or
      - (4) a guarantee, acceptable to Saltville, by another person or entity which satisfies Saltville's credit appraisal.

Saltville shall provide such Customer with a written statement supporting Saltville's request for the security amount requested at the time such security is requested. If Saltville rejects the security provided by Customer in accordance with Section 3.4(b)(2)-(4) above, Saltville shall re-issue its request for the security and include a written explanation for the rejection of the security previously provided by Customer. For a new Customer, or a Customer requesting a Billing Amendment, such security shall be calculated as follows:

(i) For firm storage service, an amount equal to the three (3) highest Months during a Contract Year or the duration of Customer's Firm Storage Service Agreement, whichever is shorter, worth of Reservation Charges at the rate specified in Customer's Firm Storage Service Agreement;

FERC Docket: RP08-156-000

First Revised Sheet No. 110A : Effective

Superseding: Original Sheet No. 110A

GENERAL TERMS AND CONDITIONS (Continued)

- CONTRACTING FOR SERVICE (continued)
  - 3.4 Credit Evaluation (continued):
    - (ii) For Interruptible service, an amount equal to fifteen (15) Days of usage per Month for three (3) Months or the duration of the Customer's Interruptible Service Agreement, whichever is shorter, of the Interruptible Charge(s) calculated on a one hundred percent (100%) load factor basis, plus the market value of any quantities of Gas loaned to Customer pursuant to Exhibit A of Customer's Interruptible Service Agreement.
    - (iii) For Capacity Release Umbrella agreements, Saltville will accept any collateral amount submitted by Customer in relation to the request for the capacity release umbrella agreement; however, Customer will be required to comply with all of Saltville's credit requirements at such time as Customer submits a bid to acquire released capacity pursuant to Section 4 of the General Terms and Conditions of this FERC Gas Tariff;

For an existing Customer, such security shall be equal to the highest three (3) Months of activity (based on usage of in-kind and loan agreements and the billed amounts for all other agreements) for all of Customer's active service agreements during the previous twelve (12) Months. For the purposes of this section, the term "in-kind agreement" does not include Fuel Reimbursement.

With respect to a request for new service or a request resulting in a Billing Amendment, the security required by Saltville pursuant to this Section 3.4(b) must be received by Saltville within ten (10) Business Days of Saltville's written notification to Customer, otherwise, such request will be deemed to be null and void. With respect to an existing service agreement, Customer must tender (i) an advance payment equal to the highest Month of activity (based on usage of in-kind and loan agreements and the billed amounts for all other agreements) for all of Customer's active service agreements during the previous twelve (12) Months within five (5) Business Days of Saltville's notification, and (ii) the security required by this Section 3.4(b) within thirty (30) days of Saltville's notification. If such advance payment or security is not received within the specified time period, then Saltville may immediately suspend service, and may terminate Customer's service agreement(s) upon thirty (30) days' notice to Customer and the Commission.

FERC Docket: RP07-526-000

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

GENERAL TERMS AND CONDITIONS (Continued)

- CONTRACTING FOR SERVICE (continued)
  - 3.4 Credit Evaluation (continued):

Security in the form of an advance deposit shall accrue interest to the benefit of Customer from the date Saltville receives such deposit. Interest on such advance deposits shall be calculated monthly at the most recently established 91-day Treasury Bill auction rate, as published in The Wall Street Journal. Alternatively, a Customer providing security in the form of an advance deposit may deposit such security into an interest-bearing escrow account, established by Customer at Customer's expense, to which account Saltville shall have unrestricted access in the amount of an invoice upon presentment of an invoice for the payment of services provided to Customer.

- Once every twelve (12) months, Customer shall provide Saltville with updated financial information in the form required in Section 3.4(a) above. In addition, if Saltville becomes aware that there may be a potentially material change in the financial condition of an existing Customer, Saltville shall require Customer to promptly resubmit all of the financial information required in Section 3.4(a) above. Saltville shall re-evaluate Customer's creditworthiness based upon the updated information provided by Customer pursuant to Section 3.4(a) above. If Customer's credit standing ceases to meet Saltville's credit requirements at any time during the period of service, then Saltville has the right to require security as specified in Section 3.4(b) above. If the credit standing of any entity issuing a letter of credit and/or guaranty in support of Customer's obligations ceases to meet Saltville's credit appraisal at any time during the period of service, then Saltville has the right to require Customer to provide replacement security that satisfies the requirements of Section 3.4(b) above.
- In the event any information provided by Customer pursuant to Sections 3.3 and 3.4 with respect to a request for new service or a request that would result in a Billing Amendment materially changes prior to execution of the new service agreement or Billing Amendment, as applicable, or Customer learns that such information may materially change prior to execution of the service agreement or Billing Amendment, as applicable, Customer shall be obligated to provide written notice of such material changes to Saltville. Saltville shall require Customer to resubmit all of the financial information required in this Section 3.4 within ten (10) Business Days of the identification of the material change. If such updated financial information is not received within ten (10) Business Days, the request for service will be deemed null and void. Saltville shall reevaluate Customer's creditworthiness based upon the updated information provided by Customer pursuant to this Section 3.4.

FERC Docket: RP08-156-000

Third Revised Sheet No. 111 Third Revised Sheet No. 111: Effective

Superseding: Second Revised Sheet No. 111

- CONTRACTING FOR SERVICE (continued)
  - 3.4 Credit Evaluation (continued):
    - For purposes herein, the insolvency of a Customer shall be conclusively demonstrated by the filing by Customer or any parent entity thereof (hereinafter collectively referred to as "the Customer") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Customer bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Customer under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Customer or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.
  - 3.5 Additional Information
    - (a) Customer shall also promptly provide such additional Customer credit information as may be reasonably required by Saltville, at any time during the term of service under a service agreement, to determine Customer's creditworthiness.
    - (b) After receipt of a request for service, Saltville may require that Customer furnish additional information as a prerequisite to Saltville offering to execute a service agreement with Customer. Such information may include proof of Customer's lawful right and/or title to cause the Gas to be delivered to Saltville for service under this FERC Gas Tariff and of Customer's contractual or physical ability to cause such Gas to be delivered to and received from Saltville.
    - (c) Should Customer desire Saltville to provide service pursuant to Section 311 of the Natural Gas Policy Act, Customer shall provide to Saltville a statement warranting that Customer complies with all requirements for receiving service pursuant to Section 311 and the Commission's regulations thereunder, including, but not limited to, compliance with the "on-behalf-of" requirement then in effect.
    - (d) If any of the actions described in Sections 3.4(a)(3) and 3.4(a)(4) above shall be initiated or imposed during the term of service under a storage agreement, Customer shall provide notification to Saltville within ten (10) Business Days of any such initiated or imposed event or action.
    - (e) Customer is required to provide to Saltville such other information if required in order for Saltville to comply with any Commission reporting or other requirements.

FERC Docket: RP09-96-000

First Rev Second Revised Sheet No. 111A First Rev Second Revised Sheet No. 111A

Superseding: First Revised Sheet No. 111A

- CONTRACTING FOR SERVICE (continued)
  - 3.6 Execution of Service Agreements and Amendments.
    - (a) A service agreement and/or an amendment to an existing service agreement shall be executed, as specified in this Section 3.6, by Customer and Saltville following the completion of the open season process pursuant to Section 3.8 below and/or the completion of the approval process for service sold on a first-come, first-served basis pursuant to Section 3.9 below.
    - All Interruptible service agreements, all amendments to Interruptible service agreements, all firm service (b) agreements with a term of one (1) year or less and all amendments to firm service agreements with a term of one (1) year or less shall be executed electronically via the LINK® System by Customer and Saltville; any agreement that is executed in full utilizing electronic transmission through the LINK® System is a valid and enforceable contract that is binding on all parties. All firm service agreements with a term of more than one (1) year and all amendments to firm service agreements with a term of more than one (1) year shall be executed in writing by Customer and Saltville. Service Agreement shall be executed within fifteen (15) days of the tender of a service agreement by Saltville. Customer fails to execute the agreement as tendered within fifteen (15) consecutive days from the date the agreement is received by Customer, the service agreement and the corresponding request for service shall be considered null and void.
    - (c) For each of Saltville's firm Rate Schedules, the service agreement executed in writing or electronically via the LINK® System by Customer and Saltville, the Exhibit(s) executed by Customer and Saltville, the applicable rate schedule, the General Terms and Conditions of this FERC Gas Tariff and, if applicable, the Executable Contract Summary will comprise the entire firm service agreement between Customer and Saltville.
    - (d) For each of Saltville's Interruptible Rate Schedules, the service agreement executed electronically via the LINK® System by Customer and Saltville, the Exhibit(s) executed by Customer and Saltville, the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff will comprise the entire Interruptible service agreement between Customer and Saltville.

Effective Date: 03/01/2009 Status: Pending

FERC Docket: RP08-479-002

Third Revised Sheet No. 111A Third Revised Sheet No. 111A

Superseding: First Rev Second Revised Sheet No. 111A

- CONTRACTING FOR SERVICE (continued)
  - 3.6 Execution of Service Agreements and Amendments.
    - (a) A service agreement and/or an amendment to an existing service agreement shall be executed, as specified in this Section 3.6, by Customer and Saltville following the award of the capacity and the completion of the approval process.
    - All Interruptible service agreements, all amendments to (b) Interruptible service agreements, all firm service agreements with a term of one (1) year or less and all amendments to firm service agreements with a term of one (1) year or less shall be executed electronically via the LINK® System by Customer and Saltville; any agreement that is executed in full utilizing electronic transmission through the LINK® System is a valid and enforceable contract that is binding on all parties. All firm service agreements with a term of more than one (1) year and all amendments to firm service agreements with a term of more than one (1) year shall be executed in writing by Customer and Saltville. Service Agreement shall be executed within fifteen (15) days of the tender of a service agreement by Saltville. If Customer fails to execute the agreement as tendered within fifteen (15) consecutive days from the date the agreement is received by Customer, the service agreement and the corresponding request for service shall be considered null and void.
    - (c) For each of Saltville's firm Rate Schedules, the service agreement executed in writing or electronically via the LINK® System by Customer and Saltville, the Exhibit(s) executed by Customer and Saltville, the applicable rate schedule, the General Terms and Conditions of this FERC Gas Tariff and, if applicable, the Executable Contract Summary will comprise the entire firm service agreement between Customer and Saltville.
    - (d) For each of Saltville's Interruptible Rate Schedules, the service agreement executed electronically via the LINK® System by Customer and Saltville, the Exhibit(s) executed by Customer and Saltville, the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff will comprise the entire Interruptible service agreement between Customer and Saltville.

FERC Docket: RP07-526-000

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

- 3. CONTRACTING FOR SERVICE (continued)
  - 3.7 Sale of Capacity. Upon the availability of new storage capacity resulting from an expansion of Saltville's facilities, Saltville shall sell such capacity to prospective Customers either via the open season procedures described in Section 3.8 below or via the first-come, first-served procedures described in Section 3.9 below, with the selection of the procedures being at Saltville's sole option.
  - 3.8 Open Season.
    - (a) Notice of open season. If Saltville elects to conduct an open season pursuant to Section 3.7 above or if an open season is required pursuant to Section 8 of Rate Schedule FSS, Saltville shall post notice of the open season on its Internet Web site. Such notice shall set forth when the open season begins and ends, the type of service being offered, the minimum rates, if any, Saltville will accept for the available capacity, how and where interested parties may submit requests for service, the criteria that will be used to evaluate bids ("Bid Evaluation Procedures"), and additional details about the open season.
    - (b) Duration. An open season held pursuant to Section 3.7 above shall be held for a period of not less than five (5)
      Business Days. An open season for storage capacity held pursuant to Section 8 of Rate Schedule FSS shall be held according to the timeline specified in Section 8.2(b) of such rate schedule. During this time, Saltville will accept bids from potential Customers for the service identified in the notice of the open season. All bids submitted in response to a notice of an open season must be submitted to Saltville via the LINK® System.
    - At the conclusion of the open season, the value of each (c) submitted bid will be determined according to the Bid Evaluation Procedures. Saltville reserves the right to reject any bid which (i) may detrimentally impact the operational integrity of Saltville's facility, (ii) yields an economic value that is unacceptable to Saltville, (iii) does not satisfy all of the terms of a specific open season, (iv) does not contain all of the required information specified in the notice of the open season, (v) contains terms and conditions other than those contained in Saltville's FERC Gas Tariff, and/or (vi) does not meet Saltville's creditworthiness requirements set forth in Section 3.4 of the General Terms and Conditions. If Saltville rejects any request for available capacity posted pursuant to this Section 3.8, Saltville will notify the potential Customer that submitted the rejected bid of the reason(s) for such rejection via e-mail.

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FERC Docket: RP08-479-002

Sub First Revised Sheet No. 111B Sub First Revised Sheet No. 111B

Superseding: Original Sheet No. 111B

GENERAL TERMS AND CONDITIONS (Continued)

- CONTRACTING FOR SERVICE (continued)
  - 3.8 Allocation of Available Firm Storage Capacity.
    - (a) Firm storage capacity that is or becomes available in Saltville's facilities from time to time shall be posted on Saltville's Internet Web site pursuant to Section 284.13(d)(1) of the Commission's regulations and shall be allocated pursuant to the procedures set forth in this Section 3.8. Saltville will post information regarding available storage capacity on its Internet Web site before it provides such information to any potential Customer. This Section 3.8 shall apply to requests for new service, and to requests submitted pursuant to Section 3.7 above to change Primary Receipt or Primary Delivery Points, and the related allocation of capacity.
    - Notice of open season. Upon receipt of a valid request for (b) firm service pursuant to Section 3.15 with a term greater than thirty (30) Days for which Saltville determines capacity is available to satisfy any such request, or if an open season is required pursuant to Section 8 of Rate Schedule FSS, Saltville shall post a notice on its Internet Web site for solicitation of bids in an open season for service to start immediately or in the future. For valid requests for firm service pursuant to Section 3.15 with a term of thirty (30) Days or less for which Saltville determines capacity is available to satisfy any such request and such capacity has been posted as available capacity for at least fifteen (15) Business Days, Saltville shall have the right, but shall not be obligated, to post notices for solicitation of bids in an open season on such capacity. The open season may include generally available unsubscribed capacity; and/or capacity under expiring or terminating service agreements, to the extent such agreements do not have a right of first refusal or the subject customer does not exercise the right of first refusal, and/or proposed capacity attributable to construction pursuant to Saltville's blanket certificate in Docket No. CP04-15-000.
    - (c) The open season notice will include the following information:
      - (1) the dates on which the open season begins and ends,
      - (2) the date on which the capacity is available,
      - (3) the location of the available capacity,
      - (4) the total quantity, unless such quantity is not known or knowable,
      - (5) the minimum rates, if any, Saltville will accept for the available capacity,
      - (6) how and where interested parties may submit bids and requests for service, and
      - (7) additional details about the open season.

Saltville will attempt to structure any such open season posting pursuant to this Section 3.8 so as not to identify specifically the Customer or potential Customer submitting the request and/or the specific location of the market(s) to be served.

FERC Docket: RP07-641-000

First Revised Sheet No. 111C First Revised Sheet No. 111C: Effective

Superseding: Original Sheet No. 111C

GENERAL TERMS AND CONDITIONS (Continued)

3. CONTRACTING FOR SERVICE (continued)

- 3.8 Open Season. (continued)
  - (d) During the allocation process at the conclusion of an open season, storage capacity will be allocated to the acceptable bid(s) in accordance with the Bid Evaluation Procedures; provided, however, that (1) the Maximum Storage Quantity shall be no less than 5 times and no greater than 25 times the MDWQ, and (2) the Maximum Daily Injection Quantity shall be no lower than 40% and no greater than 100% of the MDWQ.
  - (e) Execution of agreements. A Customer allocated storage capacity in an open season shall be required to execute service agreement(s) for the applicable service pursuant to the requirements of Section 3.6 of these General Terms and Conditions.

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FERC Docket: RP08-479-002

Sub Second Revised Sheet No. 111C Sub Second Revised Sheet No. 111C

Superseding: First Revised Sheet No. 111C

- CONTRACTING FOR SERVICE (continued)
  - 3.8 Allocation of Available Firm Storage Capacity. (continued)
    - (h) Determination of Best Bid.
      - At the close of the bidding period for any open season held pursuant to this Section 3.8, Saltville shall select from among all valid bids the "best bid," determined pursuant to this Section 3.8(h) and, if applicable, Section 3.8(i); provided, however, that (1) the Maximum Storage Quantity shall be no less than 5 times and no greater than 25 times the MDWQ, and (2) the Maximum Daily Injection Quantity shall be no lower than 40% and no greater than 100% of the MDWQ. Saltville shall review all bids received from bidders that have not been rejected by Saltville pursuant to Section 3.8(g) above, to determine which bid is the "best bid." For purposes of this Section 3.8, the "best bid" shall be the bid which yields to Saltville the highest net present value. Net present value shall be calculated on the basis of the quantity, rate and term reflected in the bid, as adjusted by the discount factor, as of the date of the bid evaluation, calculated in accordance with Section 154.501(d) of the Commission's regulations, except that under a negotiated rate agreement with a minimum quantity, the net present value evaluation shall also include the fixed cost component of the usage revenue at the minimum quantity. In determining the highest net present value in connection with a Customer paying a negotiated rate higher than the maximum recourse rate, such negotiated rate Customer paying a rate higher than the maximum recourse rate will be deemed to be paying a rate equal to the maximum recourse rate.
      - In determining the "best bid," any request to add or change a Receipt Point and/or a Delivery Point will be considered to have a net present value of zero (0) when comparing such requests to other requests for service and awarding capacity unless the Customer has agreed in conjunction with its request to (i) increase its MSQ, MDIQ and/or MDWQ, (ii) increase the rate Customer is currently paying to Saltville, if such rate is less than the applicable maximum rate, and/or (iii) extend the term of its firm service agreement in which case Saltville shall consider the terms of such MSQ, MDIQ and/or MDWQ increase, rate increase and/or contract extension when calculating the net present value. In the event that a request to add or change a Receipt Point and/or a Delivery Point results in a bid(s) that yields a net present value that is greater than zero ("Positive NPV Bid"), Saltville shall award the capacity to the bid which yields to Saltville the highest net present value. In the event that no Positive NPV Bid(s) is received by Saltville or point capacity remains after Saltville has awarded capacity to or among the Positive NPV Bid(s), Saltville shall award the remaining point capacity to the firm Customer whose request to change its primary point(s) was received first-in-time by Saltville.

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Sub Original Sheet No. 111A.01 Sub Original Sheet No. 111A.01

GENERAL TERMS AND CONDITIONS (Continued)

- 3. CONTRACTING FOR SERVICE (continued)
  - 3.7 Changing Primary Receipt and Primary Delivery Points.
    - Customer may submit a request to change the Primary Receipt or Delivery Points under its FSS Agreement. Such request must be submitted to Saltville via the LINK® System. Requests for Primary Receipt and Delivery Point amendments pursuant to this section shall be given priority over all interruptible service requested at such points. Customer shall lose its priority at previously designated Primary Receipt and/or Delivery Points. Once Saltville has awarded the capacity to Customer, Saltville and Customer shall promptly execute a revised Exhibit A to the affected FSS Agreement.
    - (b) (1) Saltville will evaluate requests to amend Primary
      Receipt and/or Primary Delivery Points and will award
      capacity in an open season held pursuant to Section
      3.8 below.
      - (2) Saltville may refuse a request for amendment of Primary Receipt and/or Primary Delivery Points to the extent sufficient capacity is not available at the requested point(s) or if the requested amendment:
        - (i) impairs Saltville's ability to provide firm service to other Customers, has the effect of causing Saltville's existing Customers to lose access to gas supplies or deprives existing Customers of their ability to utilize the capacity for which they have paid;
        - (ii) adversely affects the operational integrity of Saltville's facilities;
        - (iii) reduces the reservation charges applicable to the agreement;
        - (iv) is subject to bidding for capacity in the storage facilities and/or a Customer's right of first refusal; or
        - is subject to Saltville's reservation of capacity pursuant to Section 3.9(c) below.

If Saltville rejects any request for a primary point change, Saltville will notify the requesting Customer via email of its reason(s) for such rejection.

FERC Docket: RP08-479-002

Sub Original Sheet No. 111B.01 Sub Original Sheet No. 111B.01

- CONTRACTING FOR SERVICE (continued)
  - 3.8 Allocation of Available Firm Storage Capacity. (continued)
    - (d) Duration of open season for ROFR capacity. An open season for storage capacity held pursuant to Section 8 of Rate Schedule FSS ("ROFR capacity") shall be held according to the timeline specified in Section 8.2(b) of such rate schedule. During the open season, Saltville will accept bids from potential Customers for the service identified in the notice of the open season.
    - Duration of open season for non-ROFR capacity. An open (e) season for non-ROFR capacity held pursuant to this Section 3.8 shall be held for a period of not less than five (5) Business Days. For any open season conducted pursuant to this Section 3.8(e) for service with a term of less than ninety (90) Days, the open season will be conducted for a duration of one (1) Business Day. For an open season under this Section 3.8(e) for service with a term equal to or greater than ninety (90) Days, the open season will be conducted for a duration of (i) five (5) Business Days from the posting of the notice of request for service for the capacity or (ii) fifteen (15) Business Days from the date the capacity in question was first posted as being available for contracting, whichever is the later calendar date. In no event shall the open season be held for a period greater than one (1) calendar month. During the open season, which will end at 2:00 p.m. CT not less than one (1) Business Day prior to the date service would be available, Saltville will accept bids from potential Customers for the service identified in the notice of the open season.
    - (f) Submission of bids. Bidders who desire service to be provided in whole or in part by the capacity posted pursuant to this Section 3.8 must submit bids for such capacity to Saltville online via the LINK® System. To be a valid bid, a bid must comply with the bid requirements set forth in Section 3.8(f). In addition, the bidder must provide all information and data required by Sections 3.2 and 3.4 of these General Terms and Conditions.
    - Rejection of bids. Saltville reserves the right to reject any bid (i) that may detrimentally impact the operational integrity of Saltville's facilities, (ii) that yields an economic value that is unacceptable to Saltville, (iii) that contains a rate that is less than the applicable maximum rate, (iv) that does not satisfy all of the terms of a specific open season posting, (v) that does not contain all of the required information specified in the notice of the open season, (vi) that contains terms and conditions other than those provided for in Saltville's FERC Gas Tariff, and/or (vii) for which the requesting Customer does not demonstrate creditworthiness pursuant to Section 3.4 of the General Terms and Conditions. If Saltville rejects any request for available capacity posted pursuant to this Section 3.8, Saltville will notify the potential Customer that submitted the rejected bid of the reason(s) for such rejection via e-mail.

FERC Docket: RP08-479-002

Sub Original Sheet No. 111C.01 Sub Original Sheet No. 111C.01

- CONTRACTING FOR SERVICE (continued)
  - 3.8 Allocation of Available Firm Storage Capacity. (continued)
    - The Risk of Default Factor shall be one (1) minus the differential between (i) the bidder's probability of default which is calculated by extrapolating to the maximum bid term to be used for bid evaluation purposes, using Standard & Poor's ("S&P") most recent "Cumulative Average Default Rates by Rating Modifier" table ("S&P Table"), and (ii) the indicated probability of default for a bidder with a credit rating at or above the credit ratings listed in Section 3.8(i)(1) for a like term. In addition, the Risk of Default Factor shall only be applied to existing unsubscribed capacity and shall not be applied to any bidders that have a credit rating at or above those credit ratings listed in Section 3.8(i)(1) below, or whose parent company or guarantor has such a credit rating, provided that such parent company or guarantor has provided a guarantee for all of the obligations under the specific service agreement at issue pursuant to Section 3.8(i)(3)(i). The application of the Risk of Default Factor is governed by the following:
      - A bidder with a credit rating below (a) an S&P rating of BBB-, (b) a Moody's rating of Baa3, (c) a Fitch rating of BBB-, or (d) a Dominion Bond Rating Service rating of BBB (Low), and who does not have a parent company or guarantor with a credit rating at or above those credit ratings just listed, provided that such parent company or guarantor provides a guarantee for all of the obligations under the specific service agreement at issue pursuant to Section 3.8(i)(3)(i), shall have a probability of default of zero for bidding purposes if such bidder indicates on its bid form that it will post sufficient collateral to equal the difference between (i) the net present value of the revenue in the bid, adjusted by the bidder's Risk Default Factor (assuming that it would be applied), and (ii) the net present value of a bid from a bidder with a minimum rating(s) equal to the above rating(s) herein with the same term, and such bidder does subsequently post such collateral as specified in Section 3.8(i)(7). For these bid evaluation purposes, collateral is defined as a letter of credit from a financial institution with at least an A- rating, or a cash deposit. Collateral will be capped, for purposes of the bid evaluation, at 50% of the revenue for the term included in the bidder's bid.
      - (2) For a bidder described in Section 3.8(i)(1) that does not indicate on its bid form that it will post such collateral, Saltville will adjust the bid by applying the Risk of Default Factor derived from the S&P Table, as set forth in Section 3.8(i). Although a bidder under this Section 3.8(i)(2) is not posting sufficient collateral to satisfy the requirement set forth in Section 3.8(i)(1), such a bidder nevertheless may increase the net present value of its bid by posting some collateral but less than the amount described above in Section 3.8(i)(1) which must be in a form allowed under Section 3.8(i)(1)

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Original Sheet No. 111C.01a Original Sheet No. 111C.01a

GENERAL TERMS AND CONDITIONS (Continued)

- 3. CONTRACTING FOR SERVICE (continued)
  - 3.8 Allocation of Available Firm Storage Capacity. (continued)

contemporaneously with submitting its bid in the open season, provided that such bidder cannot increase the net present value of the bid to greater than the net present value of the same bid if the bidder had posted the collateral described in Section 3.8(i)(1).

- (3) The following rules will apply to ratings for purposes of evaluating multiple bids as part of the NPV bid evaluation process:
  - (i) Substitute Ratings. Saltville will substitute the credit rating of a bidder's guarantor or parent company, whichever is higher, provided that such guarantor or parent company has provided a guarantee for all of the obligations under the specific service agreement at issue and satisfies the requirements of Section 3.4(b)(4).
  - (ii) Equivalent Ratings. For any bidder that does not have, or whose parent company or guarantor does not have, a credit rating from one or more of the credit rating agencies noted above, Saltville will assign an equivalent rating using a credit scoring methodology, applied on a nondiscriminatory basis, provided such parent company or guarantor has provided a guarantee for all of the obligations under the specific service agreement at issue.
- (4) Releasing customers who propose to release capacity for a term of more than one year will have the option of specifying, pursuant to the capacity release procedures in Section 4, that the same NPV and Risk of Default processes as set forth herein will be used by Saltville when evaluating bids by replacement customers for such released capacity. If a releasing customer makes such an election, Saltville will follow the time line for non-standard capacity release bid evaluation.
- (5) All credit ratings shall be determined as of the last day of the Open Season for the capacity at issue, and in the event a bidder is rated by two or more rating agencies and there is a split rating between rating agencies, the lowest rating applies.
- (6) For any bid submitted with a term of fifteen (15) years or longer, Saltville will apply the 15-year Risk of Default factor from the S&P Table.
- (7) It is a condition of any capacity award under the foregoing bid evaluation process that the winning bidder post any collateral indicated on its bid form within five (5) business days of the notice of award, and Saltville shall have the right to reject and/or terminate any award for failure of a bidder to do so. If a bidder fails to post such collateral, Saltville

FERC Docket: RP08-479-002

Original Sheet No. 111C.01b Original Sheet No. 111C.01b

GENERAL TERMS AND CONDITIONS (Continued)

- 3. CONTRACTING FOR SERVICE (continued)
  - 3.8 Allocation of Available Firm Storage Capacity. (continued)

shall have the right to require that such bidder post collateral contemporaneously with any future bid(s) or provide other credit assurance of a type reasonably acceptable to Saltville given the financial obligations associated with the particular award.

- (8) Saltville will provide interest on the collateral in accordance with Section  $3.4\,\mathrm{(b)}$  .
- (i) In the event Saltville receives two (2) or more bids that qualify as the "best bid" (i.e., two (2) or more bids that produce an equivalent net present value), capacity subject to the open season will be allocated between or among such requests pro rata based on the MSQ, MDIQ and MDWQ requested; provided, however, if a bidder offered capacity on a pro rata basis pursuant to this Section 3.8(j) fails to execute a service agreement or an amendment to an existing service agreement, as applicable, in accordance with Section 3.8(1) below within (i) five (5) Business Days for service with a term of less than one (1) year or (ii) fifteen (15) days of the tender of a service agreement or an amendment to an existing service agreement, as applicable, by Saltville for service with a term of one (1) year or longer, Saltville shall deem such bidder's request to be null and void and shall reallocate the available capacity pro rata to such remaining best bids, based on the MSQ, MDIQ and MDWQ requested by those bidders in accordance with this Section 3.8(i).
- (k) Within twenty-four (24) hours after an award of capacity under this Section 3.8, Saltville shall post on the LINK® System the best bid(s), showing the net present value for such best bid(s). In the event the winning bidder is not the Customer or potential Customer that submitted the request for service which caused the open season to be held, such winning bidder must submit a request for service pursuant to Section 3.2 of these General Terms and Conditions. In the event the best bid is a discounted rate that is less than the applicable maximum tariff rate and Saltville accepts a bid at less than the maximum rate as the winning bid, then the bidder must submit a discount request form online via the LINK® System and Saltville must approve such discount request pursuant to the provisions of Section 31 of these General Terms and Conditions in order for such rate to become effective.

FERC Docket: RP08-479-002

Sub Original Sheet No. 111C.02 Sub Original Sheet No. 111C.02

GENERAL TERMS AND CONDITIONS (Continued)

3. CONTRACTING FOR SERVICE (continued)

- 3.8 Allocation of Available Firm Storage Capacity. (continued)
  - (1) Execution of agreements. A Customer allocated storage capacity in an open season shall be required to execute service agreement(s) for the applicable service pursuant to the requirements of Section 3.6 of these General Terms and Conditions.
  - (m) Saltville shall have all necessary abandonment authorizations under the Natural Gas Act upon (1) the expiration of the contractual term, (2) the partial reduction of service levels pursuant to either any contractual right for such reduction or a right of first refusal pursuant to Section 8 of Rate Schedule FSS, or (3) termination of the service agreement by either Saltville or Customer.

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Fourth Revised Sheet No. 112 Fourth Revised Sheet No. 112: Effective

Superseding: Third Revised Sheet No. 112

- CONTRACTING FOR SERVICE (continued)
  - 3.9 Allocation of Available Firm Storage Capacity.
    - (a) Firm storage capacity that is or becomes available in Saltville's facilities outside of an open season or for which Saltville determines, pursuant to Section 3.7 above, that an open season will not be held or for which a current capacity holder has not exercised its right of first refusal pursuant to Section 8 of Rate Schedule FSS shall be posted on Saltville's Internet Web site pursuant to Section 284.13(d)(1) of the Commission's regulations and shall be allocated on a first-come, first-served basis to the first Customer offering to pay a rate for service that Saltville finds acceptable. From time to time, Saltville may negotiate with Customers for prearranged storage service for a future period or for interim service.
    - (b) Saltville will post information regarding available storage capacity on its Internet Web site before it provides such information to any potential Customer.
    - (c) Saltville shall have all necessary abandonment authorizations under the Natural Gas Act upon (1) the expiration of the contractual term, (2) the partial reduction of service levels pursuant to either any contractual right for such reduction or a right of first refusal pursuant to Section 8 of Rate Schedule FSS, or (3) termination of the service agreement by either Saltville or Customer.
  - 3.10 Complaints. Complaints regarding service pursuant to any of the rate schedules set forth in this FERC Gas Tariff shall be communicated to Saltville with a designation that it is a complaint regarding service. Such complaint shall contain a clear and complete statement of the nature and basis of the complaint and identification of the service request (if applicable), together with supporting documentation, if any. Information regarding the appropriate contact personnel shall be posted on Saltville's Internet Web site. Saltville will respond initially within forty-eight (48) hours and in writing within 30 days of receipt of the complaint advising Customer or a potential Customer of the disposition of the complaint. In the event the required date of Saltville's response falls on a Saturday, Sunday or a holiday that affects Saltville, Saltville shall respond by the next Business Day.

FERC Docket: RP08-479-002

Sub Fifth Revised Sheet No. 112 Sub Fifth Revised Sheet No. 112

Superseding: Fourth Revised Sheet No. 112

- 3. CONTRACTING FOR SERVICE (continued)
  - 3.9 Allocation of Expansion Capacity.
    - (a) Saltville shall post notices pursuant to this Section 3.9 for solicitation of bids in an open season for new storage capacity resulting from an expansion of Saltville's facilities. An open season pursuant to this Section 3.9(a) shall not be required for capacity attributable solely to facilities which Saltville is willing to construct pursuant to Saltville's blanket authorization ("blanket facility capacity"); such blanket facility capacity shall rather be available for contracting pursuant to Section 3.8 above.
    - (b) The open season notice will identify:
      - (1) the location of the capacity or proposed expansion;
      - (2) the total quantity, unless such quantity is not known or knowable;
      - (3) whether Saltville will offer rate incentives in exchange for an early commitment to the expansion project and, if so, a description of the circumstance(s) under which such incentives would be offered;
      - (4) the methodology to be used by Saltville in selecting the best bid(s) in the event that Saltville is unwilling or unable to award capacity pursuant to all bids tendered to Saltville;
      - (5) the date capacity is proposed to be available; and
      - (6) the dates on which the open season begins and ends.

FERC Docket: RP08-156-000

First Revised Sheet No. 112A First Revised Sheet No. 112A: Effective

Superseding: Original Sheet No. 112A

GENERAL TERMS AND CONDITIONS (Continued)

- 3. CONTRACTING FOR SERVICE (continued)
  - 3.11 Extension of Service Agreements. Prior to the expiration of the term of a Service Agreement and, for those Service Agreements that include either a contractual or a regulatory right of first refusal, prior to the receipt of an acceptable bid submitted pursuant to Section 8 of Rate Schedule FSS, Saltville and Customer may mutually agree to an extension of the term of the Service Agreement (the exact length of which is to be negotiated on a case-by-case basis, in a not unduly discriminatory manner).
  - 3.12 Saltville shall not be required to perform the requested service in the event all facilities (except, and limited to, minor taps) necessary to render the requested service do not exist at the time the request for service is submitted to Saltville.
  - 3.13 No request for service from a Point of Receipt or to a Point of Delivery shall be granted if to do so would impair Saltville's ability to render services pursuant to Saltville's firm service rate schedules.
  - 3.14 Construction of Facilities. Saltville shall not be required to provide any requested service under any rate schedule which would require construction or acquisition by Saltville of new facilities, or expansion of existing facilities.
  - 3.15 Prospective Sale of Available Capacity. Unless otherwise agreed by Saltville, Customer may request available capacity for service to commence at a future date only within the following timelines:
    - (1) For service for a contract term of less than ninety (90) Days, the requested service shall commence no later than five (5) days from the date the request is granted;
    - For service for a contract term of ninety (90) Days or more but less than one (1) year, the requested service shall commence no later than thirty (30) days from the date the request is granted; and
    - (3) For service for annual contract terms of one (1) year or longer, the requested service shall commence no later than six (6) months from the date the request is granted.

In the event that Saltville allows a variation from the schedule or minimum terms defined in this Section 3.15, such variation shall only be done in a not unduly discriminatory manner consistent with Commission regulations. In addition, unless otherwise agreed to by Saltville, all awards of capacity pursuant to this Section 3.15 must be for continuous service at Maximum Rates for the entire term of the service and at a constant MSQ, MDIQ and MDWQ. Any deviations from this schedule or minimum terms shall only be done in a not unduly discriminatory manner consistent with Commission regulations.

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Sub Second Revised Sheet No. 112A Sub Second Revised Sheet No. 112A

Superseding: First Revised Sheet No. 112A

- 3. CONTRACTING FOR SERVICE (continued)
  - 3.9 Allocation of Expansion Capacity.
    - (a) Saltville shall post notices pursuant to this Section 3.9 for solicitation of bids in an open season for new storage capacity resulting from an expansion of Saltville's facilities. An open season pursuant to this Section 3.9(a) shall not be required for capacity attributable solely to facilities which Saltville is willing to construct pursuant to Saltville's blanket authorization ("blanket facility capacity"); such blanket facility capacity shall rather be available for contracting pursuant to Section 3.8 above.
    - (b) The open season notice will identify:
      - (1) the location of the capacity or proposed expansion;
      - (2) the total quantity, unless such quantity is not known or knowable;
      - (3) whether Saltville will offer rate incentives in exchange for an early commitment to the expansion project and, if so, a description of the circumstance(s) under which such incentives would be offered;
      - (4) the methodology to be used by Saltville in selecting the best bid(s) in the event that Saltville is unwilling or unable to award capacity pursuant to all bids tendered to Saltville;
      - (5) the date capacity is proposed to be available; and
      - (6) the dates on which the open season begins and ends.

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Sub Original Sheet No. 112.01 Sub Original Sheet No. 112.01

GENERAL TERMS AND CONDITIONS (Continued)

- 3. CONTRACTING FOR SERVICE (continued)
  - 3.9 Allocation of Expansion Capacity. (continued)
    - Reservation of Capacity. To the extent Saltville has (i) available capacity or (ii) 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, Saltville reserves the right, but shall not be obligated, to reserve such capacity for a future expansion project. Saltville may reserve capacity for a future expansion project for which an open season has been held or will be held within twelve (12) months of the date that Saltville posts such capacity as being reserved. Any capacity reserved pursuant to this Section 3.9(c) must first be posted as available capacity on Saltville's Web Site for at least five (5) Business Days. Such posting will indicate that Saltville plans to reserve the posted capacity for a future expansion project to the extent that the posted capacity is not acquired by Customers or potential Customers during the open season for capacity to be reserved.

Any minimum terms and conditions imposed in an open season for capacity to be reserved must not materially differ so as to be more restrictive than the terms and conditions imposed in the expansion project open season. In the event that a subsequent expansion project open season imposes minimum terms and conditions that are materially different from the minimum terms and conditions imposed for the reserved capacity open season, Saltville shall hold another open season for the reserved capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season.

Any capacity reserved under this Section 3.9(c) may be reserved for up to twelve (12) months prior to the time Saltville files for certificate approval for proposed construction of a related project and thereafter until all expansion facilities are placed into service. Any capacity reserved under this Section 3.9(c) shall be made available, pursuant to the provisions of Section 3.9(e) of these General Terms and Conditions, for transportation service on an interim basis up to, but not including, the in-service date of the related expansion project(s). For such interim service, Saltville reserves the right to limit any Customer's renewal rights that might otherwise apply to such service, including Customer's right of first refusal, if applicable. Any capacity reserved for a future expansion project that does not go forward for any reason shall be reposted as generally available within thirty (30) days of the date the capacity becomes available.

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Sub Original Sheet No. 112A.01 Sub Original Sheet No. 112A.01

GENERAL TERMS AND CONDITIONS (Continued)

3. CONTRACTING FOR SERVICE (continued)

- 3.15 Prospective Sale of Available Capacity. (continued)
  - (b) Saltville may consider, on a not unduly discriminatory basis, a request for firm service outside the time periods specified in Section 3.15(a), if the request involves any of the following circumstances:
    - (1) The request is for capacity pursuant to an open season initiated by Saltville pursuant to Section 3.9; or
    - (2) The request involves capacity that is available due to the termination of an existing contract or the reduction of contracted volume under an existing contract; or
    - (3) The request involves the modification or construction of facilities or the issuance of any necessary certificate authorization.
  - (c) In the event that Saltville allows a variation from the schedule or minimum terms specified in Section 3.15(a), in accordance with the circumstances described in Section 3.15(b)(1)-(3) or otherwise, the details of the variation will be included in the notice of the open season. Such variation shall only be done in a not unduly discriminatory manner consistent with Commission regulations. In addition, unless otherwise agreed to by Saltville, all awards of capacity pursuant to this Section 3.15 must be for continuous service at a constant MSQ, MDIQ and MDWQ and at Maximum Rates for the entire term of the service.

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Sub Original Sheet No. 112.02 Sub Original Sheet No. 112.02

- 3. CONTRACTING FOR SERVICE (continued)
  - 3.9 Allocation of Expansion Capacity. (continued)
    - (d) Solicitation for Turnback Capacity. Saltville will conduct a solicitation for Turnback Capacity ("reverse open season") related to any expansion project open season conducted pursuant to Section 3.9 (it being understood that solicitation of Turnback Capacity will only occur in instances where redundant construction could be avoided through the use of Turnback Capacity). No later than 90 days after the close of the expansion project open season, Saltville will post a notice of the reverse open season on the LINK® System. The notice of the reverse open season will include the following information:
      - (a) identification of the related open season;
      - (b) the dates on which the reverse open season begins and ends;
      - (c) the purpose of, and the benefits to be derived from, the reverse open season;
      - (d) a description of the criteria that the Customer's capacity must meet in order to be considered as part of the reverse open season;
      - (e) whether the reverse open season is binding or nonbinding; and
      - (f) any other information necessary to describe the reverse open season.
    - Interim Service. Capacity that is under contract for a future period pursuant to Section 3.8 or Section 3.9 will be made available on an interim basis up to the service commencement date of such contract for a future period ("Interim Capacity"). The availability of Interim Capacity, including any limitations on the renewal rights for such capacity, will be posted on Saltville's LINK® System in accordance with Section 3.8(a). Any party desiring to submit a bid for such Interim Capacity must submit its bid online via the LINK® System in accordance with the provisions of Section 3.8(f). Such Interim Capacity shall be available for bidding for at least five (5) Business Days. Saltville shall award the Interim Capacity and post a notice of the winning bid(s) on the LINK® System, in accordance with Sections 3.8(h) through 3.8(k) above. The right of first refusal will not be applicable to any service agreement entered into pursuant to this Section 3.9(e).

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Sub Original Sheet No. 112.03 Sub Original Sheet No. 112.03

- 3. CONTRACTING FOR SERVICE (continued)
  - 3.10 Complaints. Complaints regarding service pursuant to any of the rate schedules set forth in this FERC Gas Tariff shall be communicated to Saltville with a designation that it is a complaint regarding service. Such complaint shall contain a clear and complete statement of the nature and basis of the complaint and identification of the service request (if applicable), together with supporting documentation, if any. Information regarding the appropriate contact personnel shall be posted on Saltville's Internet Web site. Saltville will respond initially within forty-eight (48) hours and in writing within 30 days of receipt of the complaint advising Customer or a potential Customer of the disposition of the complaint. In the event the required date of Saltville's response falls on a Saturday, Sunday or a holiday that affects Saltville, Saltville shall respond by the next Business Day.

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Fifth Revised Sheet No. 113 Fifth Revised Sheet No. 113

Superseding: Fourth Revised Sheet No. 113

GENERAL TERMS AND CONDITIONS (Continued)

#### CAPACITY RELEASE

Any Customer under Rate Schedule FSS may seek to release to others any or all of its firm service entitlements on a full Day or a partial Day basis, on a permanent or a temporary basis, and on a recallable or non-recallable basis, subject to the procedures set forth in this Section 4.

- 4.1 Notice of Offer. A Customer offering to release firm service entitlements shall notify Saltville of the terms of its offer via the LINK® System, by the posting deadline as determined pursuant to Section 4.3 herein. Saltville will display this information on the LINK® System. Customer may propose a pre-arranged designated Replacement Customer ("Prearranged Customer") to which the capacity would be released. The releasing party has the right to withdraw its offer during the bid period where unanticipated circumstances justify and no minimum bid has been made. Offers shall be binding until written or electronic notice of withdrawal is received by Saltville. The notice of withdrawal, which Saltville shall post on the LINK® System, must contain the reason for withdrawal. Any contingencies or special terms and conditions included in the offer to release capacity shall not be contrary to any applicable provision of this FERC Gas Tariff. The offer shall contain the following minimum information:
  - (a) Customer's legal name and the name of the individual who has authorized the offer to release the capacity;
  - (b) Saltville's service agreement number;
  - (c) A description of the capacity to be released. Release quantity shall be expressed as a numeric quantity only. The offer must state the Maximum Storage Quantity, the Maximum Daily Injection Quantity, and the Maximum Daily Withdrawal Quantity and the associated Primary Point of Receipt and Primary Point of Delivery, subject to the proposed release and subject to the daily quantity limitations described in Section 4.2 below;
  - (d) Whether the release is on a permanent or a temporary basis;
  - (e) The proposed effective date and term of the release;
  - (f) The identity of any Prearranged Customer, whether the Prearranged Customer is affiliated with the Releasing Customer;
  - (g) For biddable releases, the method to be applied in evaluating bids, allocating capacity and breaking ties, as described in Section 4.6 below; provided, however, if the Releasing Customer specifies a bid evaluation methodology other than the standard methods of highest rate, net revenue or present value, such alternative bid evaluation method, which may include, but is not limited to, the application of the Risk of Default Factor as set forth in Section 3.8(h), must be set forth with sufficient specificity that Saltville's evaluation of the bids to determine the "best bid" is a purely ministerial matter that does not require any discretionary exercise of judgment by Saltville. In addition, Releasing Customer must specify the Tie Break Method that Saltville will apply to award capacity among multiple bids that yield the same value;
  - (h) Whether, to what extent, and the conditions pursuant to which capacity will be subject to recall for a full Day or a partial Day; and if recallable, (1) whether the Releasing Customer's recall notification must be provided exclusively on a Business Day, and (2) any reput methods and rights associated with returning the previously released capacity to the Replacement Customer. These rights and methods may be either: (i) reput must be accepted by the original Replacement Customer for the original terms of the release, or (ii) reput may be accepted at the option of the original Replacement Customer for the original terms of the release.

FERC Docket: RP09-953-000

Sixth Revised Sheet No. 113 Sixth Revised Sheet No. 113

Superseding: Fifth Revised Sheet No. 113

GENERAL TERMS AND CONDITIONS (Continued)

#### CAPACITY RELEASE

Any Customer under Rate Schedule FSS may seek to release to others any or all of its firm service entitlements on a full Day or a partial Day basis, on a permanent or a temporary basis, and on a recallable or non-recallable basis, subject to the procedures set forth in this Section 4.

- 4.1 Notice of Offer. A Customer offering to release firm service entitlements shall notify Saltville of the terms of its offer via the LINK® System, by the posting deadline as determined pursuant to Section 4.3 herein. Saltville will display this information on the LINK® System. Customer may propose a pre-arranged designated Replacement Customer ("Prearranged Customer") to which the capacity would be released. The releasing party has the right to withdraw its offer during the bid period where unanticipated circumstances justify and no minimum bid has been made. Offers shall be binding until written or electronic notice of withdrawal is received by Saltville. The notice of withdrawal, which Saltville shall post on the LINK® System, must contain the reason for withdrawal. Any contingencies or special terms and conditions included in the offer to release capacity shall not be contrary to any applicable provision of this FERC Gas Tariff. The offer shall contain the following minimum information:
  - (a) Customer's legal name and the name of the individual who has authorized the offer to release the capacity;
  - (b) Saltville's service agreement number;
  - (c) A description of the capacity to be released. Release quantity shall be expressed as a numeric quantity only.

    The offer must state the Maximum Storage Quantity, the Maximum Daily Receipt Obligation, the Maximum Daily Delivery Obligation, the Maximum Daily Injection Quantity, and the Maximum Daily Withdrawal Quantity and the associated Primary Point of Receipt and Primary Point of Delivery, subject to the proposed release and subject to the daily quantity limitations described in Section 4.2 below;
  - (d) Whether the release is on a permanent or a temporary basis:
  - (e) The proposed effective date and term of the release;
  - (f) The identity of any Prearranged Customer, whether the Prearranged Customer is affiliated with the Releasing Customer;
  - (g) For biddable releases, the method to be applied in evaluating bids, allocating capacity and breaking ties, as described in Section 4.6 below; provided, however, if the Releasing Customer specifies a bid evaluation methodology other than the standard methods of highest rate, net revenue or present value, such alternative bid evaluation method, which may include, but is not limited to, the application of the Risk of Default Factor as set forth in Section 3.8(h), must be set forth with sufficient specificity that Saltville's evaluation of the bids to determine the "best bid" is a purely ministerial matter that does not require any discretionary exercise of judgment by Saltville. In addition, Releasing Customer must specify the Tie Break Method that Saltville will apply to award capacity among multiple bids that yield the same value;
  - (h) Whether, to what extent, and the conditions pursuant to which capacity will be subject to recall for a full Day or a partial Day; and if recallable, (1) whether the Releasing Customer's recall notification must be provided exclusively on a Business Day, and (2) any reput methods and rights associated with returning the previously released capacity to the Replacement Customer. These rights and methods may be either: (i) reput must be accepted by the original Replacement Customer for the original terms of the release, or (ii) reput may be accepted at the option of the original Replacement Customer for the original terms of the release.

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Superseding: Second Revised Sheet No. 114

- (i) Whether bids on a volumetric rate basis may be submitted, and, if so, the method for evaluating any such bids, and any other special conditions;
- (j) whether contingent bids may be submitted, and, if so, the date by which each contingent bidder will be required to satisfy or eliminate the contingency if Releasing Customer elects to allow the bidder additional time beyond the time period specified in Section 4.3(a) to satisfy or eliminate the contingency;
- (k) Any extensions of the minimum posting/bid periods;
- (1) Whether Releasing Customer desires to utilize the first-come, first-served option for short-term releases described in Section 4.6 below and any minimum terms applicable thereto;
- (m) Other special terms and conditions Customer imposes on the release of its capacity, including, but not limited to, minimum rates, term and quantity. Releasing Customer may elect not to reveal minimum conditions to anyone other than Saltville. For releases that become effective on or after July 30, 2008, the Releasing Customer may specify a minimum rate(s) which is in excess of the maximum tariff rate for the applicable service if (i) the term of the proposed release is one (1) year or less, and (ii) the effective date of the proposed release is on or before one (1) year from the date on which Saltville is notified of the release.
- (n) Releasing Customer has the choice to specify dollars and cents or percents of the maximum tariff rate in the denomination of bids and all Transportation Service Providers should support this. Once the choice is made by the Releasing Customer, the bids shall comport with the choice;
- (o) For purposes of bidding and awarding, any maximum and/or minimum rates specified by the Releasing Customer shall include the reservation rate and all demand surcharges, as a total number or as stated separately. For releases that become on or after July 30, 2008, the maximum and/or minimum rates specified by Releasing Customer may exceed the maximum tariff rate for the applicable service if (i) the term of the proposed release is one (1) year or less, and (ii) the effective date of the proposed release is on or before one (1) year from the date on which Saltville is notified of the release.
- (p) An e-mail address for the Releasing Customer contact person. It is the Releasing Customer's responsibility to update e-mail address information provided to Saltville as necessary;
- (q) The recall notification period(s), as identified in Section 4.13(e) below, that will be available for use by the parties;
- (r) Whether the Releasing Customer will allow the Replacement or Prearranged Customer to amend the Point(s) of Receipt and/or Point(s) of Delivery after the capacity is awarded;
- (s) Whether the Releasing Customer will allow the Replacement or Prearranged Customer to re-release the capacity acquired from the Releasing Customer; and

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GENERAL TERMS AND CONDITIONS (Continued)

(t) Whether the proposed release is to an asset manager as part of an asset management arrangement as defined in Section 284.8(h)(3) of the Commission's regulations or to a marketer participating in a state-mandated retail access program as defined in Section 284.8(h)(4) of the Commission's regulations and, if the proposed release is part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the period during which the obligation is in effect.

In addition, Releasing Customer's offer to release capacity may include conditions concerning the sale and/or repurchase of gas in storage inventory outside of the context of an asset management arrangement as defined in Section 284.8(h)(3) of the Commission's regulations as well as further negotiated terms and conditions related to the commodity portion of the transaction.

FERC Docket: RP09-953-000

Third Revised Sheet No. 115 Third Revised Sheet No. 115

Superseding: Second Revised Sheet No. 115

GENERAL TERMS AND CONDITIONS (Continued)

4.2 Partial Day Release Quantity

The daily contractual entitlement that can be released by a Releasing Customer for a partial Day release is limited to the lesser of:

- (i) the quantity contained in the offer submitted by the Releasing Customer; or
- (ii) a quantity equal to 1/24th of the Releasing Customer's MDDO, MDRO, MDIQ and MDWQ for the contract to be released multiplied by the number of hours between the effective time of the release and the end of the Gas Day.

This allocated daily contractual entitlement shall be used for purposes of nominations, billing, and if applicable, for overrun calculations.

The MSQ that can be released by a Releasing Customer for a partial Day release is limited to a quantity not in excess of the Releasing Customer's MSQ less the Releasing Customer's Storage Inventory.

4.3 Posting and Bidding Timeline. For the capacity release business process timing model, only the following methodologies shall be supported by Saltville and provided to Releasing Customers as choices from which they may select and, once chosen, shall be used in determining the awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue and 3) present value. Other choices of bid evaluation methodology (including other Releasing Customer defined evaluation methodologies) can be accorded similar timeline evaluation treatment at Saltville's discretion. However, Saltville is not required to offer other choices or similar timeline treatment for other choices. In the event that the Releasing Customer elects another method of evaluation, the timeline specified in Section 4.3(c) below shall apply. The proposed duration of Customer's release determines the minimum bid period for Customer's offer pursuant to this Section 4. The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if (i) all information provided by the parties to the transaction is valid and the Replacement Customer has been determined to be creditworthy before the capacity release bid is tendered and (ii) there are no special terms or conditions of the release. Saltville shall post offers and bids, including pre-arranged deals, upon receipt; provided, however, offers and bids must be complete before posting. Only posted offers and bids will be available electronically. If a Releasing Customer requests a later posting time, Saltville shall support such request insofar as it comports with the standard timeline. A Releasing Customer cannot specify an extension of the original bid period or the prearranged deal match period without posting a new release.

FERC Docket: RP09-71-000

Third Revised Sheet No. 116 Third Revised Sheet No. 116

Superseding: Second Revised Sheet No. 116

GENERAL TERMS AND CONDITIONS (Continued)

The Capacity Release timeline is as follows:

- (a) For biddable releases of one (1) year or less:
  - Offers shall 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. on the day the bid period ends, 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)

Replacement Customer's nominations will be processed in accordance with the nomination and scheduling requirements of Section 8 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

- (b) For biddable releases of more than one (1) year:
  - Offers shall be tendered by 12:00 P.M. four Business Days before the 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. on the day the bid period ends, 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)

Replacement Customer's nominations will be processed in accordance with the nomination and scheduling requirements of Section 8 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

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Superseding: Third Revised Sheet No. 117

GENERAL TERMS AND CONDITIONS (Continued)

(c) Timeline for non-standard releases

If Customer specifies any special terms or conditions or a bid evaluation methodology other than those stated in Section 4.3, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Subsequent deadlines will be delayed by such additional Business Day, causing Gas flow to occur at least one Day later than under the standard timelines set forth in Sections 4.3(a) and 4.3(b) above.

- (d) Releases Not Subject to Bidding
  - (1) For releases that become effective on or after July 30, 3008, the following need not comply with the bidding requirements of this Section 4, but shall be subject to all other provisions of this Section 4:

    (a) a release for any period of thirty-one (31) Days or less.
    - (b) a release for more than one (1) year at the Maximum Rate,
    - (c) a release of capacity to an asset manager (as defined in Section 284.8(h)(3) of the Commission's regulations), and
    - (d) a release to a marketer participating in a stateregulated retail access program (as defined in Section 284.8(h)(4) of the Commission's regulations).

For releases that become effective on or after July 30, 2008, any release, with the exception of releases to an asset manager or to a marketer participating in a state-mandated retail access program, with a term that is greater than thirty-one (31) days and less than or equal to one (1) year must be posted for bidding pursuant to Section 4.1(a) above, regardless of the proposed rate. Customer shall notify Saltville of such non-biddable release by providing the information pursuant to Section 4.1, which information will be posted on the LINK® System as required by Section 4.5.

FERC Docket: RP09-71-000

Original Sheet No. 117A Original Sheet No. 117A

## GENERAL TERMS AND CONDITIONS (Continued)

(2) The standard timelines applicable to prearranged capacity releases that are not subject to the competitive bidding requirements are as follows:

#### Timely Cycle:

- Posting of prearranged deals not subject to bid are due by 10:30 A.M.
- Contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

#### Evening Cycle:

- Posting of prearranged deals not subject to bid are due by 5:00 P.M.
- Contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

#### Intraday 1 Cycle:

- Posting of prearranged deals not subject to bid are due by 9:00 A.M.
- Contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

#### Intraday 2 Cycle:

- Posting of prearranged deals not subject to bid are due by 4:00 P.M.
- Contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

FERC Docket: RP09-71-001

Sub Third Revised Sheet No. 118 Sub Third Revised Sheet No. 118

Superseding: Third Revised Sheet No. 118

GENERAL TERMS AND CONDITIONS (Continued)

Prior to the nomination deadline for the chosen cycle for the begin date specified in Releasing Customer's offer, the Prearranged Customer must initiate confirmation of prearranged deals electronically via the LINK® System.

Prearranged Customer's nominations will be processed in accordance with the nomination and scheduling requirements of Section 8 of the General Terms and Conditions; however, in no circumstance will gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

- (3) Notwithstanding the standard timelines specified in Section 4.3(d)(2) above, Saltville shall support a process to allow the Releasing Customer and the Prearranged Customer to create and finalize prearranged non-biddable capacity release transactions to be effective for a given Gas Day at any time prior to 7:00 a.m. CCT on the calendar day on which that Gas Day ends.
- Pre-arranged Releases. Customer may designate an entity (a "Prearranged Customer") to which it has agreed to release the 4.4 capacity upon specified terms and conditions. Customer's offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in Sections 4.5 and 4.6, herein, with the Prearranged Customer being given a right to match the best bid submitted during the bid period. If a proposed transaction with a Prearranged Customer is for a period of 31 days or less, the Releasing Customer shall provide notice to Saltville in accordance with this section and may implement the release without complying with such prior posting and bidding procedures. When a release of capacity for a period of thirty-one (31) days or less is not subject to the bidding requirements under this Section 4, a Releasing Customer may not rollover, extend, or in any way continue the capacity release to the same Replacement Customer which utilizes the same capacity or overlaps such capacity using the thirty-one (31) day or less bidding exemption described in Section 4.3(d)(1) above until twenty-eight (28) days after the first release period has ended. The twenty-eight (28) day hiatus does not apply to any re-release to the same Replacement Customer that is posted for bidding or that qualifies for any of the other exemptions from bidding described in Section 4.3(d)(1) above. Notice of such exempted releases shall be posted on the LINK® System in accordance with Section 4.3 herein.
- 4.5 Posting. Following receipt of a notice of offer to release capacity which satisfies the requirements set forth in this section, Saltville will post such information on the LINK® System in accordance with the timeline set forth in Section 4.3 herein; however, Saltville shall not post any minimum conditions that Releasing Customer has elected not to disclose. Saltville shall also post offers to purchase capacity from those who desire current Customers to release capacity upon receipt of the applicable information as set forth in Section 4.17 below.

FERC Docket: RP09-71-001

Sub Fourth Revised Sheet No. 119 Sub Fourth Revised Sheet No. 119

Superseding: Fourth Revised Sheet No. 119

## GENERAL TERMS AND CONDITIONS (Continued)

4.6 Bidding and Selection of Replacement Customer. All bids must contain the applicable information required in this Section 4. Releasing Customer desires to solicit bids for releases of 31 days or less, it may direct Saltville to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting period, award the capacity to the bidder which submits first in time a valid bid meeting any minimum terms specified by the Releasing Customer. For releases that become effective on or after July 30, 2008, Replacement Customers may submit bids in excess of the maximum tariff rate for the applicable service if (i) the term of the proposed release is one (1) year or less, and (ii) the effective date of the proposed release is on or before one (1) year from the date on which Saltville is notified of the release. Such rate will be utilized in the determination of the "best bid." Any bid submitted by a Replacement Customer shall include an e-mail address for at least one contact person and it is Customer's responsibility to update e-mail address information provided to Saltville, as necessary. Any contingencies included in the bid shall not be contrary to any applicable provision of this FERC Gas Tariff. A bidder may not have more than one eliqible bid for the same release offer at any time. Bids shall be binding until written or electronic notice of withdrawal is received by Saltville before the end of the bid period. Bids cannot be withdrawn after the bid period ends. Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid. Saltville shall evaluate the bids in accordance with the provisions of Section 4.7 herein and shall determine the best bid in accordance with the timelines set forth in Section 4.3 herein. Saltville shall not award capacity release offers to the Replacement Customer until and unless the Replacement Customer meets Saltville's creditworthiness requirements applicable to all services that it receives from Saltville, including the service represented by the capacity release. Saltville shall notify Releasing Customer, the best bidder, and any Prearranged Customer of such determination in accordance with the timelines set forth in Section 4.3 herein. If there is a Prearranged Customer, such Prearranged Customer may exercise its right to match such best bid by providing notice of such exercise to Saltville via the LINK® System in accordance with the timelines set forth in Section 4.3 herein. After the Replacement Customer is selected, Saltville will provide an appropriate Addendum to the Capacity Release Umbrella Agreement in the form contained in this FERC Gas Tariff to the Replacement Customer via e-mail, at which time the Replacement Customer will have the same rights and obligations as any other existing Customer on Saltville's system, including capacity release under this Section 4, subject to the re-release rights specified by Releasing Customer pursuant to Section 4.1(s) above. Saltville will notify the Releasing Customer with recall rights of the name of new Replacement Customers who subsequently obtain all or a portion of such capacity after the Addendum to the Capacity Release Umbrella Agreement is tendered. Following implementation of the release, Saltville shall post notice of the winning bidder on the LINK® System.

FERC Docket: RP09-953-000

First Revised Sheet No. 119A First Revised Sheet No. 119A

Superseding: Original Sheet No. 119A

- Best Bid. When Saltville makes awards of capacity for which there have been multiple bids meeting minimum conditions, Saltville shall award the bids, best bid first, until all offered capacity is awarded; provided, however, that in the event that both a contingent bid and a non-contingent bid meet the  $\ensuremath{\mathsf{minimum}}$ conditions stated in Section 4.1(m) above and generate the "best bid," Saltville shall reject the contingent bid, even if the bid with no contingency was received later in time. The capacity being awarded represents the Maximum Daily Delivery Obligation, Maximum Daily Injection Quantity, Maximum Daily Receipt Obligation, Maximum Daily Withdrawal Quantity, or Maximum Storage Quantity. These quantities are separate parts of the capacity and are awarded until one of the quantities is fully awarded, at which point all capacity is deemed to be fully awarded. Saltville shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the Releasing Customer as follows:
  - (a) Saltville shall apply the standard or criteria for such determination specified by the Releasing Customer, including the standard to be used for breaking ties. Any standard or criteria so specified must be objective, economic, not unduly discriminatory, not contrary to applicable provisions of this FERC Gas Tariff, applicable to all potential Replacement Customers and require Saltville to exercise no more than a ministerial function in applying such standard. The Releasing Customer shall indemnify and hold Saltville harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by Saltville arising out of or related to any determination of a "best bid" pursuant to a standard specified, supplied, approved or provided by Releasing Customer.

FERC Docket: RP09-71-000

Second Revised Sheet No. 120 Second Revised Sheet No. 120

Superseding: First Revised Sheet No. 120

- (b) Saltville shall evaluate bids in accordance with the bid evaluation method identified, pursuant to Section 4.1(g) of these General Terms and Conditions, in the Releasing Customer's offer to release capacity.
  - (1) If there is only one valid bid, Saltville shall award the capacity to the bidder that submitted such bid, subject to any Prearranged Customer's exercise of its matching rights.
  - (2) If there is more than one valid bid, then, subject to any Prearranged Customer's exercise of its matching rights, Saltville shall award the capacity to the bidder whose bid yields the highest value based on the bid evaluation method specified in the Releasing Customer's offer to release capacity, taking into account the price, volume and term of the bid, as applicable. If more than one bid yields the same value under this subsection (2), Saltville shall award the capacity according to the method specified in the Releasing Customer's Notice ("Tie Break Method") as a means for awarding the released capacity among multiple equal bids.
  - (3) For purposes of determining the value of a bid, Saltville shall use only the reservation charge (including reservation charges stated on a volumetric basis). If the bid evaluation method specified by the Releasing Customer is present value, Saltville shall use a discount rate of ten (10) percent.
  - (4) If the winning bid is a contingent bid, the bidder that submitted such contingent bid will be required to satisfy or eliminate any contingency in accordance with the capacity release timeline set forth in Section 4.3 or in the Releasing Customer's Offer, as applicable, and shall confirm to Saltville via e-mail to link-help@spectraenergy.com that the contingency has been satisfied or eliminated. In the event that such bidder fails to satisfy or eliminate its contingency pursuant to this subsection (4), the capacity will be awarded to the next highest bidder(s) as determined pursuant to Section 4.7(b).
- (c) In the event that Prearranged Customer desires to exercise its right to match the "best bid," Prearranged Customer must notify Saltville via the LINK® System.

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- 4.8 Qualification of Prospective Replacement Customer. A prospective Replacement Customer must be on Saltville's approved bidder list before bids may be posted on the LINK $\ensuremath{\mathbb{R}}$  System, must satisfy all requirements of the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff and must have executed a Capacity Release Umbrella Agreement. To be on the approved bidders list, the prospective Replacement Customer must satisfy Saltville's credit requirements as outlined in Section 3 of the General Terms and Conditions, and provide the information required by Section 3 of the General Terms and Conditions. Such credit appraisal shall be reevaluated and updated pursuant to Section 3.4 of the General Terms and Conditions. The prospective Replacement Customer shall remain on the approved bidders list until such prospective Replacement Customer (i) notifies Saltville to the contrary, (ii) no longer meets the credit qualifications established in Section 3 of the General Terms and Conditions, or (iii) is suspended from the approved bidders list in the event, and for such time as, such Replacement or Prearranged Customer fails to pay part or all of the amount of any bill for service in accordance with Section 14 of the General Terms and Conditions. Saltville will apply its creditworthiness criteria to assess the submission. Saltville will waive the creditworthiness requirement on a non-discriminatory basis for Replacement Customers and permit them to submit bids, if the Releasing Customer provides Saltville with a guarantee or other form of credit assurance in form and substance satisfactory to Saltville of all financial obligations of the Replacement Customer with respect to the capacity being released by Releasing Customer prior to the commencement of service to the Replacement Customer.
- 4.9 Nominations. Following its selection and prior to the flow of Gas, the Replacement Customer shall be permitted to submit nominations pursuant to the terms and conditions of the applicable rate schedule and the General Terms and Conditions of this FERC Gas Tariff.

FERC Docket: RP09-71-001

Sub Second Revised Sheet No. 121 Sub Second Revised Sheet No. 121

Superseding: Second Revised Sheet No. 121

### GENERAL TERMS AND CONDITIONS (Continued)

4.10 Billing. The Replacement Customer shall be billed and shall make payments to Saltville in accordance with the applicable rate schedule, other provisions of this FERC Gas Tariff and of the applicable addendum to the Capacity Release Umbrella Agreement incorporating its bid terms. In accordance with the terms of the release, the Replacement Customer shall pay or be liable for the maximum usage charges (plus all applicable surcharges, Fuel Reimbursement, penalties, etc.) applicable under the relevant rate schedule attributable to the Replacement Customer's usage of the released capacity. Saltville shall continue to bill the Releasing Customer all applicable charges under its existing service agreement, excluding usage charges (plus all applicable surcharges, Fuel Reimbursement, penalties, etc.) billed to the Replacement Customer and attributable to its usage of the released capacity. Invoices sent to the Releasing Customer shall reflect a credit equal to any Reservation Charges (plus all surcharges applicable thereto) being billed to the Replacement Customer for the released capacity rights, or as otherwise agreed. If the Replacement Customer fails to pay when due all or part of the amounts credited to the Releasing Customer and has not notified Saltville of a billing dispute in accordance with the provisions of Sections 14.3 and 14.5 of these General Terms and Conditions, Saltville shall pursue payment from the Replacement Customer by notifying such Replacement Customer by registered letter, return receipt requested, that it has five Days from receipt of such letter to pay the amount due including any applicable interest calculated in accordance with Section 154.501(d) of the Commission's regulations. In addition, Saltville shall provide a notice to the Replacement Customer's Releasing Customer in accordance with the provisions of Section 4.15 of these General Terms and Conditions. For releases that become effective on or after July 30, 2008, the rate paid by a Replacement Customer in any capacity release transaction with a term of one (1) year or less which is not subject to the maximum rate cap will be deemed to be a final rate and is not subject to refund if the effective date of the proposed release is on or before one (1) year from the date on which Saltville is notified of the release.

#### 4.11 Rights and Obligations of the Parties.

The service agreement between the Releasing Customer and Saltville shall remain in full force and effect with the Releasing Customer to receive a credit to its invoice as described in Section 4.10 above. If the Replacement Customer fails to pay all or part of the amounts credited to the Releasing Customer after the five day notification period specified in Section 4.10, Saltville shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest calculated in accordance with Section 154.501(d) of the Commission's regulations. Once the Replacement Customer is awarded the capacity and is provided with an Addendum to the Capacity Release Umbrella Agreement, the Replacement Customer becomes an existing Customer with the same rights and obligations as any other existing Customer on Saltville's system and is subject to the applicable provisions of Saltville's FERC Gas Tariff, including but not limited to Saltville's billing and payment and operational provisions. The Replacement Customer may also release capacity pursuant to this section, and in such event and for such purposes, shall be considered the Releasing Customer, subject to the re-release rights specified by Releasing Customer pursuant to Section 4.1(s) above.

FERC Docket: RP09-71-000

Fourth Revised Sheet No. 122 Fourth Revised Sheet No. 122

Superseding: Third Revised Sheet No. 122

## GENERAL TERMS AND CONDITIONS (Continued)

4.12 Marketing Fee. If Saltville and the Releasing Customer so agree, Saltville may receive a negotiated fee for its marketing efforts.

#### 4.13 Limitations.

- (a) The maximum term of a release hereunder shall not extend beyond the expiration of this FERC Gas Tariff provision or beyond the expiration of the Releasing Customer's service agreement.
- (b) Saltville may invalidate any offer to release or any bid subsequent to its posting on the LINK® System, if such offer or bid does not conform to the requirements of this section and the other provisions of this FERC Gas Tariff. Such invalidated offer or bid shall be deemed null and void.
- (c) Any terms and conditions imposed on the offer to release by the Releasing Customer as provided for in this Section 4 must be objectively stated, reasonable, capable of administration or implementation by Saltville without any material increase in burden or expense, applicable to all potential bidders, not unduly discriminatory, and consistent with the terms and conditions of this FERC Gas Tariff and Releasing Customer's service agreement.
- (d) [Reserved for Future Use]
- (e) Recall Provisions. If the Releasing Customer retains recall rights, Releasing Customer's offer to release capacity shall clearly specify the conditions precedent to such recall and whether the recall right retained by Releasing Customer is on a full Day or partial Day basis.

The Releasing Customer shall provide capacity recall notification to Saltville via the LINK® System. The recall notification shall specify the recall notification period for the specified effective Gas Day, as well as any other information needed to uniquely identify the capacity being recalled.

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First Revised Sheet No. 123 First Revised Sheet No. 123

Superseding: Original Sheet No. 123

## GENERAL TERMS AND CONDITIONS (Continued)

Saltville shall support the following recall notification periods for all released capacity subject to recall rights:

- (i) Timely Recall Notification:
  - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Saltville and the first Replacement Customer no later than 8:00 A.M. CCT on the day that Timely Nominations are due:
  - CCT on the day that Timely Nominations are due;
    (b) Saltville shall 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;
- (ii) Early Evening Recall Notification:
  - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Saltville and the first Replacement Customer no later than 3:00 P.M. CCT on the day that Evening Nominations are due;
  - (b) Saltville shall 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;
- (iii) Evening Recall Notification:
  - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Saltville and the first Replacement Customer no later than 5:00 P.M. CCT on the day that Evening Nominations are due;
  - (b) Saltville shall 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;
- (iv) Intraday 1 Recall Notification:
  - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Saltville and the first Replacement Customer no later than 7:00 A.M. CCT on the day that Intraday 1 Nominations are due;
  - (b) Saltville shall 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
- (v) Intraday 2 Recall Notification:
  - (a) A Releasing Customer recalling capacity shall provide notice of such recall to Saltville and the first Replacement Customer no later than 2:30 P.M. CCT on the day that Intraday 2 Nominations are due:
  - (b) Saltville shall 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.

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Superseding: Third Revised Sheet No. 124

GENERAL TERMS AND CONDITIONS (Continued)

For recall notification provided to Saltville prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 (as set forth in Section 4.13(e) above) and received between 7:00 a.m. and 5:00 p.m., Saltville shall provide notification to all affected Replacement Customers no later than one hour after receipt of such recall notification. For recall notification provided to Saltville after 5:00 p.m. and prior to 7:00 a.m., Saltville shall provide notification to all affected Replacement Customers no later than 8:00 a.m. after receipt of such recall notification. (Central Clock Time)

Saltville's notices of recalled capacity to all affected Replacement Customers shall be provided via the LINK® System, along with written notice via e-mail communication to those Replacement Customer contact person(s) identified in the Replacement Customer's bid submitted pursuant to Section 4.6 of these General Terms and Conditions. Such notices shall contain the information required to uniquely identify the capacity being recalled, and shall indicate whether penalties will apply for the Gas Day for which quantities are reduced due to a capacity recall. Upon receipt of notification of the recall from Saltville, each affected Replacement Customer shall revise its nominations within the applicable nomination cycle in order to implement the recall. Each affected Replacement Customer will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall. Replacement Customers involved in re-release transactions may receive notice slightly after the first Replacement Customer receives notice. The recalling Releasing Customer may nominate the recalled capacity consistent with the applicable nomination cycle, as defined in Sections 8.2(a) and 8.2(b) of these General Terms and Conditions.

For recall notifications provided to Saltville during the Timely, Early Evening or Evening recall notification period, the recall shall be effective as of the beginning of the specified effective Gas Day. For recall notifications provided during the Intraday 1 or Intraday 2 recall notification period, the recall shall be effective at 5:00 p.m. CCT or 9:00 p.m. CCT, respectively, on the specified effective Gas Day.

- (f) Partial Day Recall Quantity. The daily contractual entitlement that can be recalled by a Releasing Customer for a partial Day recall is a quantity equal to the lesser of:
  - (1) The quantity specified in the Releasing Customer's notice to recall capacity; or
  - (2) The difference between the quantity released by the Releasing Customer and the Elapsed Prorata Capacity.

In the recall notification provided to Saltville by the Releasing Customer, the quantity to be recalled shall be expressed in terms of the adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. In the event of a partial Day capacity recall, Saltville shall determine the allocation of capacity between the Releasing Customer and the Replacement Customer(s) based upon the Elapsed Prorata Capacity.

FERC Docket: RP09-953-000

Fourth Revised Sheet No. 125 Fourth Revised Sheet No. 125

Superseding: Third Revised Sheet No. 125

GENERAL TERMS AND CONDITIONS (Continued)

The amount of capacity allocated to the Replacement Customer(s) shall equal the original released quantity less the recalled capacity that is adjusted based upon the Elapsed Prorata Capacity ("EPC") or other tariff specific variations of the EPC in accordance with NAESB WGQ Standard No. 5.3.56. This allocated daily contractual quantity shall be used for purposes of nominations, billing, and if applicable, for overrun calculations. As a result of the allocation of capacity described in this section, Saltville shall not be obligated to deliver in excess of the total daily contract quantity of the release as a result of NAESB WGQ Standard No. 5.3.55, as set forth in this Section 4.13(f).

- (g) Reput Provisions. Saltville shall support the function of reputting by the Releasing Customer. The Releasing Customer may reput previously recalled capacity to the Replacement Customer pursuant to the reput rights and methods identified in the Releasing Customer's offer to release capacity, as required by Section 4.1(g). When capacity is recalled, such capacity may not be reput for the same Gas Day. The deadline for the Releasing Customer to notify Saltville of a reput of capacity is 8:00 A.M. CCT to allow the Replacement Customer to submit timely nominations for Gas to flow on the next Gas Day.
- (h) Following the awarding of capacity to a Replacement Customer in accordance with the procedures provided in this section, the Releasing Customer's rights and Saltville's obligations under the Releasing Customer's service agreement shall be modified and subject to the capacity rights released to the Replacement Customer for the term of such release. Effecting a release pursuant to the provisions of this section shall constitute Releasing Customer's consent and agreement to such amendment or modification of its existing service agreement.
- (i) The offer to release by a Customer under Rate Schedule FSS must specify the quantities of MDDO, MDRO, MSQ, MDIQ, MDWQ or rights offered, and actually available on the effective date of the release, and the exercise of which rights, in conjunction with Releasing Customer's exercise of its retained rights, will not violate any maximum or minimum quantity requirements or limitations applicable under the Rate Schedule or the respective Service Agreements. Releasing Customer shall be responsible for ensuring, if applicable, whether by the withdrawal or transfer-in-place of a portion of its Storage Inventory or otherwise as required, that such storage capacity, and the corresponding ability to inject/withdraw Gas up to the Maximum Storage Quantity released, in accordance with the terms and conditions of the Rate Schedule and within the time remaining in the injection and/or withdrawal period, as applicable, shall be available upon the commencement of the release.

FERC Docket: RP09-71-000

Second Revised Sheet No. 126 Second Revised Sheet No. 126

Superseding: First Revised Sheet No. 126

GENERAL TERMS AND CONDITIONS (Continued)

A Replacement Customer under Rate Schedule FSS shall be responsible for arranging transportation to and from the Point(s) of Receipt and Point(s) of Delivery consistent with its rights and obligations under its service agreement and Rate Schedule FSS. The Replacement Customer under Rate Schedule FSS must comply with all obligations imposed under such Rate Schedule and its rights to store, withdraw and/or inject Gas will be subject to the provisions thereof.

If the Releasing Customer proposes to, or requires a transfer-in-place of the portion of its Storage Inventory in conjunction with its release of storage capacity rights, it shall so specify in its offer to release and such transfer shall be implemented contemporaneously with the release subject to compliance with the provisions of Section 19 of these General Terms and Conditions. The Replacement Customer must withdraw the portion of its Maximum Storage Quantity by the end of the term of the release. In lieu of withdrawing the portion of its Storage Inventory, the Replacement Customer can also attempt to effect a transfer of the portion of its Storage Inventory to another storage service Customer as provided in Section 19 of these General Terms and Conditions. If the Replacement Customer fails to withdraw or transfer the portion of its Storage Inventory by the end of the term of its release, title to the portion of Customer's remaining Storage Inventory will be vested, at no cost, in the Releasing Customer which released its capacity to the Replacement Customer on a temporary basis.

- 4.14 Saltville's Rights to Terminate Temporary Capacity Releases.
  - In the event of a temporary release for which (1) Saltville has given notice of termination of the Releasing Customer's contract because the Releasing Customer no longer satisfies Saltville's credit requirements as outlined in Section 3.4 of Saltville's General Terms and Conditions and (2) the reservation charge specified in the effective Addendum to the Replacement or Prearranged Customer's Capacity Release Umbrella Agreement is less than the level of the reservation charge which the Releasing Customer was obligated to pay Saltville, then Saltville shall be entitled to terminate the Addendum, upon 30 Days' written notice to the Replacement or Prearranged Customer, unless the Replacement or Prearranged Customer agrees prior to the end of said 30-Day notice period to pay for the remainder of the term of the Addendum either (i) the reservation and commodity charges at levels which the Releasing Customer was obligated to pay Saltville, or (ii) such rate as mutually agreed to by Saltville and Replacement or Prearranged Customer. Customer may elect to pay the lesser of the two foregoing options. Saltville's right to terminate the Addendum is subject to Saltville providing written notice of termination to the Replacement or Prearranged Customer within 60 Days of the determination by Saltville that the Releasing Customer no longer satisfies Saltville's credit requirements. Termination of the Addendum shall not occur prior to termination of the Releasing Customer's contract.

FERC Docket: RP08-257-000

Fourth Revised Sheet No. 127 Fourth Revised Sheet No. 127: Suspended

Superseding: Third Revised Sheet No. 127

- In the event that a Customer has received thirty (30) Days' (b) notice of termination of the Addendum to Customer's Capacity Release Umbrella Agreement pursuant to Section 4.14(a) above for storage service and there is Gas in storage for Customer's account at the end of such thirty (30) Day period, the Addendum shall continue in force and effect for the sole purpose of withdrawal of said Gas by Customer until Customer's Storage Inventory is zero. Saltville shall require Customer to withdraw each Day a quantity equal to the MDWQ, or such other lesser quantity acceptable to Saltville. The requirement to withdraw storage quantities shall be suspended on any Day to the extent that Saltville cannot accommodate a nomination to withdraw such storage quantities on such Day. Customer may also transfer title of Gas remaining in Customer's Storage Inventory to another Customer pursuant to Section 19 of Saltville's General Terms and Conditions. In the event Customer fails to withdraw its entire Storage Inventory within the time required by this section, Saltville shall auction any remaining Storage Inventory pursuant to the timeline set forth in Section 29.1 of the General Terms and Conditions and shall credit the proceeds of such sale to Customer, net of withdrawal charges (including Fuel Reimbursement), if applicable. Customer shall indemnify Saltville and hold it harmless from all costs, damages, and liabilities arising out of the failure of Customer to remove such Storage Inventory and the disposal of such Storage Inventory by sale by Saltville. Customer purchasing the Gas agrees to pay the applicable storage rate on the Gas purchased beginning on the date the bid was accepted at auction.
- 4.15 Notices to Releasing Customers. Saltville shall provide the original Releasing Customer with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Saltville to the Releasing Customer's Replacement Customer(s), of the following:
  - (1) Notice to the Replacement Customer regarding the Replacement Customer's past due, deficiency, or default status pursuant to Saltville's tariff;
  - (2) Notice to the Replacement Customer regarding the Replacement Customer's suspension of service notice;
  - (3) Notice to the Replacement Customer regarding the Replacement Customer's contract termination notice due to default or credit-related issues; and
  - (4) Notice to the Replacement Customer that the Replacement Customer(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Saltville's tariff.

FERC Docket: RP09-71-000

First Revised Sheet No. 127A First Revised Sheet No. 127A

Superseding: Original Sheet No. 127A

### GENERAL TERMS AND CONDITIONS (Continued)

- 4.16 Permanent Capacity Releases. To the extent that any Customer desires to release all or any part of its firm rights under Rate Schedule FSS on a permanent basis, the procedures specified in this Section 4 shall apply. In addition, the Replacement Customer that will acquire the capacity from Customer must submit a request for service electronically via the LINK® System and provide the credit information as required by Section 3.4 herein. For any permanent capacity release, the minimum bid acceptable to Saltville shall be a bid for the remainder of the term of Customer's service agreement at the rate(s) Customer is obligated to pay Saltville for the capacity to be permanently released. Saltville may refuse to allow a permanent capacity release if it has a reasonable basis to conclude that it will not be financially indifferent to the release. If Customer's request to permanently release capacity is denied by Saltville, Saltville shall notify Customer via e-mail and shall include in the notification the reasons for such denial.
- 4.17 Capacity Request Notice. Any party desiring to acquire firm storage capacity pursuant to Section 4 must submit the following information to Saltville via e-mail to link-help@spectraenergy.com:
  - (a) the Replacement Customer's name and contact information;
  - (b) the Maximum Storage Quantity, Maximum Daily Injection Quantity and Maximum Daily Withdrawal Quantity desired;
  - (c) the desired commencement date and term of the service;
  - (d) the desired primary receipt and delivery points and the associated Maximum Daily Receipt Quantity and Maximum Daily Delivery Quantity for the service;
  - (e) the rate(s) that Replacement Customer will pay for the service;
  - (f) whether Replacement Customer will accept a release with recall rights, and if so, what recall rights would be acceptable; and
  - (g) whether Replacement Customer's request is contingent, and if so, the basis for the contingency.

Saltville shall post such information on the LINK® System for a period of one month or until a transaction is effected, whichever is shorter.

FERC Docket: RP09-953-000

Fourth Revised Sheet No. 128 Fourth Revised Sheet No. 128

Superseding: Third Revised Sheet No. 128

GENERAL TERMS AND CONDITIONS (Continued)

5. SCHEDULING AND CURTAILMENT OF SERVICE

- 5.1 Priority of Service. Any Customer executing a service agreement with Saltville shall be entitled to the storage, park, or loan of Gas in the following order of declining priority:
  - (a) Firm Storage Service (FSS) at Primary Point(s) of Receipt, not in excess of MDRO, and at Primary Point(s) of Delivery, not in excess of MDDO, located on Saltville's system.
  - (b) Firm Storage Service (FSS) at Secondary Point(s) of Receipt or Delivery, Firm Storage Service (FSS) at Primary Point(s) of Receipt in excess of MDRO but less than or equal to MDIQ, and Firm Storage Service (FSS) at Primary Point(s) of Delivery in excess of MDDO but less than or equal to MDWQ.
  - (c) Make-up volumes to correct prior variances between (i) Transporter and Saltville under a balancing agreement, (ii) Customer and Saltville, and (iii) Customer and Transporter if the variance was due to Saltville's failure to receive or deliver Customer's scheduled volumes.
  - (d) Interruptible services pursuant to Section 5.2(a) below.
  - (e) Interruptible services pursuant to Section 5.2(b) below.

Saltville shall have the right to limit service, in whole or in part, from time to time to perform routine maintenance and repair of Saltville's facilities or to comply with applicable regulatory requirements. Saltville shall exercise due diligence to schedule routine repair and maintenance so as to minimize disruptions of service to Customers and shall provide reasonable notice of the same to Customers. In any such disruption, quantities of Gas deliverable under Firm Storage Service Agreements shall take priority over quantities of Gas deliverable by Saltville to Customers under Interruptible Service Agreements. Notice of such limitations shall be issued by Saltville to Customer via e-mail and shall be posted on Saltville's Internet Web site at least forty-eight (48) hours in advance of the anticipated constraint period. Such limitations shall in no way serve to alter the obligation(s) of Customer under any applicable Agreement.

- 5.2 Interruptible Services. Agreements relating to excess injection and excess withdrawal and other Interruptible service obligations and extensions of the service shall have priority as follows:
  - (a) The order of priority relating to service requests for Excess Injection Gas and Excess Withdrawal Gas under Rate Schedule FSS and for service within contractual quantities under Rate Schedules ISS, IPS, and ILS shall be based on the daily injection and withdrawal charge of the nominated activity, with the nominated activity that has the highest daily injection or withdrawal charge, as appropriate, given the highest priority.
  - (b) The order of priority relating to service requests for Excess Injection Gas and Excess Withdrawal Gas under Rate Schedules ISS, IPS, and ILS shall be based on the daily injection and withdrawal charge of the nominated activity, with the nominated activity that has the highest daily injection or withdrawal charge, as appropriate, given the highest priority.
  - (c) Should two or more potential Interruptible Customers have the same priority, capacity will be allocated to each Customer on a pro rata basis.

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Third Revised Sheet No. 129 Third Revised Sheet No. 129

Superseding: Second Revised Sheet No. 129

GENERAL TERMS AND CONDITIONS (Continued)

- 5.3 Curtailment of Service.
  - (a) If on any Day Saltville's capability to receive or deliver quantities is impaired so that Saltville is unable to receive or deliver all the quantities which are scheduled, then curtailment of service shall be made in the following order:
    - Interruptible services pursuant to Section 5.2(b), above.
    - (2) Interruptible services pursuant to Section 5.2(a), above.
    - (3) Make-up volumes to correct prior variances between (i) Transporter and Saltville under a balancing agreement, (ii) Customer and Saltville, and (iii) Customer and Transporter if the variance was due to Saltville's failure to receive or deliver Customer's scheduled volumes.
    - (4) Firm Storage Service (FSS) not in excess of MDIQ or MDWQ on a pro rata basis according to the quantities scheduled for each Customer.

Curtailment of Interruptible services within categories described in Sections  $5.3(a)\,(1)$  and  $5.3(a)\,(2)$ , above, shall be based on the daily injection and withdrawal charge of the scheduled activity, with the scheduled activity having the lowest daily injection or withdrawal charge, as appropriate, being curtailed first. Any ties shall be curtailed on a pro rata basis.

- (b) Saltville shall provide Customer as much advance notice of any curtailment as is practicable under the circumstances. Such notice shall be made by telephone, facsimile or via the Internet Web site, as appropriate, and shall state the reduced quantities of Gas that Saltville estimates it will be able to park, loan, store, inject, withdraw, receive or deliver for Customer and the estimated duration of the curtailment.
- (c) If curtailment is required, Saltville and Customer shall cooperate to the extent possible in making adjustments to receipt, deliveries, injections or withdrawals to minimize injury to any property or facilities.
- 5.4 Curtailment Liability. Saltville shall not be liable for any loss or damage to any person or property caused, in whole or in part, by any curtailment of service, except to the extent caused solely by Saltville's gross negligence or willful misconduct.

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First Revised Sheet No. 130 First Revised Sheet No. 130 : Effective

Superseding: Original Sheet No. 130

GENERAL TERMS AND CONDITIONS (Continued)

6. Action Alerts and Operational Flow Orders

### 6.1 Issuance and Notices

- (a) Circumstances Warranting Issuance: As specified in this Section 6, Saltville shall have the right to issue Action Alerts or Operational Flow Orders ("OFO") that require actions by Customers in order to (1) alleviate conditions that threaten to impair reliable service, (2) maintain operations at the pressures required to provide efficient and reliable services, (3) have adequate Gas supplies in the system to deliver on demand, (4) maintain service to all firm shippers and for all firm services, and (5) maintain the system in balance for the foregoing purposes. Saltville shall lift any effective Action Alert or OFO, promptly upon the cessation of operating conditions that caused the relevant system problem.
- (b) Actions to be Taken to Avoid Issuance: Saltville shall, to the extent reasonably practicable, take all reasonable actions necessary to avoid issuing an Action Alert or OFO. Such actions shall include, in order of priority, (1) working with point operators to temporarily adjust receipts and/or deliveries at relevant Point(s) of Receipt or Point(s) of Delivery, (2) working with Customers and point operators to adjust scheduled flows on the system, or (3) taking any other reasonable action designed to mitigate the system problem. After taking all such reasonable actions to avoid issuing an Action Alert or OFO, Saltville will have the right to issue Action Alerts or OFOs, if necessary, in the circumstances described in Section 6.1(a) above.
- (c) Preliminary Notifications/Follow-up Reports: Saltville shall provide, via posting on the Internet Web site and to affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s), prior notice to all Customers and point operators of upcoming system events such as anticipated weather patterns and operational problems that may necessitate the issuance of an Action Alert or OFO.
- (d) Applicability of Action Alert or OFO: Saltville shall make an Action Alert or OFO as localized as is reasonably practicable based on Saltville's good faith and reasonable judgment concerning the situations requiring remediation such that an Action Alert or OFO will be directed first to Customers and point operators causing the problem necessitating the Action Alert or OFO and second, if necessary, to all Customers and point operators. Saltville will tailor the Action Alert or OFO to match the severity of the known or anticipated operational problem requiring remediation as more fully set forth in Sections 6.2 and 6.3 below. The declaration to the affected parties of Operational Flow Orders, critical periods and/or Critical Notices shall describe the conditions and the specific responses required from the affected parties.

FERC Docket: RP09-953-000

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Superseding: First Revised Sheet No. 131

- Notice: All Action Alerts and OFOs will be issued via (e) telephone to be followed by a facsimile to the affected Customer(s) or point operator(s), with subsequent posting on the Internet Web site, and notification to the affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s). Saltville shall also provide such notification via e-mail communication to those Customers and point operators that have provided e-mail address information for at least one contact person, and have requested e-mail notification of Critical Notices issued by Saltville. The Action Alert or OFO will set forth (1) the time and date of issuance, (2) the actions Customer or point operator is required to take, (3) the time by which Customer or point operator must be in compliance with the Action Alert or OFO, (4) the anticipated duration of the Action Alert or OFO, and (5) any other terms that Saltville may reasonably require to ensure the effectiveness of the Action Alert or OFO. In addition to the other information contemplated by this Section 6.1(e), such notice shall also include information about the status of operational variables that determine when an Action Alert or OFO will begin and end, and Saltville shall post periodic updates of such information, promptly upon occurrence of any material change in the information. Saltville will post a notice on the Internet Web site informing the Customers and point operators when any Action Alert or OFO in effect will be lifted and specifying the factors that caused the Action Alert or OFO to be issued and then lifted, to the extent such factors are known.
- 6.2 Action Alerts: In the event that Saltville determines that, due to (1) an ongoing or anticipated weather event, (2) a known equipment problem, or (3) the anticipated continuation of a current system operational problem, action is necessary to avoid a situation in which the system integrity is jeopardized or Saltville's ability to render firm service is threatened, Saltville may issue an Action Alert as set out herein to forestall the development of the situation.
  - (a) Issuance of Alerts: Action Alerts will be noticed in accordance with the procedures set forth in Section 6.1 above and Saltville will endeavor to provide a minimum of four (4) hours notice.
  - (b) Action Alerts can be issued to effect any of the following:
    - (1) restriction of Interruptible services;
    - (2) restrictions of deliveries to specific Point(s) of Receipt or Point(s) of Delivery covered by an Operational Balancing Agreement to the sum of the Maximum Daily Delivery Obligations under the firm Service Agreements with Primary Point(s) of Delivery at the affected locations; and/or
    - (3) forced balancing such that point operators will be required to assure that nominations equal flows or that receipts and deliveries fall within the tolerance level designated in the Action Alert.

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First Revised Sheet No. 132 First Revised Sheet No. 132: Effective

Superseding: Original Sheet No. 132

- 6.3 OFOs: In the event that, in Saltville's judgment, immediate action is required to alleviate conditions which threaten to impair reliable firm service, to maintain operations at the pressures required to provide efficient and reliable service, to have adequate Gas supplies in the system to deliver on demand, to maintain services to all firm Customers and for all firm services, and to maintain the system in balance for the foregoing purposes, Saltville may forego the action described in Section 6.2 above and immediately issue an OFO. In the event that (1) Customer or point operator  $\bar{\text{does}}$  not respond to an Action Alert, (2) the actions taken thereunder are insufficient to correct the system problem for which the Action Alert was issued, or (3) there is insufficient time to carry out the procedures with respect to Action Alerts, Saltville may issue an OFO pursuant to this Section 6.3 or take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Saltville's system. For purposes of this Section 6, the operational integrity of Saltville's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas delivered. Saltville shall post a notice on its Internet Web site specifying the factors that caused the Action Alert or OFO to be issued, to the extent such factors are known. Saltville shall also provide such notification via e-mail communication to those Customers who have submitted a request, and provided e-mail address information for at least one contact person to receive e-mail notification of Critical Notices issued by Saltville.
- 6.4 Termination of Action Alert or OFO: Saltville shall lift any effective Action Alert or OFO promptly upon the cessation of operating conditions that caused the relevant system problem. After Saltville has lifted the Action Alert or the OFO, Saltville shall post a notice on its Internet Web site specifying the factors that caused the Action Alert or OFO to be issued and then lifted, to the extent such factors are known. Saltville shall also provide such notification via e-mail communication to those Customers who have submitted a request, and provided e-mail address information for at least one contact person to receive e-mail notification of Critical Notices issued by Saltville.

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Superseding: Original Sheet No. 133

# GENERAL TERMS AND CONDITIONS (Continued)

- 6.5 Penalties: All quantities tendered to Saltville and/or taken by Customer on a daily basis in violation of an Action Alert or OFO shall constitute unauthorized receipts or deliveries for which the applicable Action Alert or OFO penalty charge stated below shall be assessed; provided, however, Saltville shall not assess both the Action Alert Penalty and the OFO Penalty on the same quantities.
  - (1) Action Alert penalty charge for each Dekatherm of Gas by which Customer deviated from the requirements of the Action Alert equal to an Action Alert Index Price calculated as 110% of the applicable daily Gas Daily posting for the "Gas Daily" Columbia App. Midpoint Index for the Day on which the deviation occurred, multiplied by the quantity by which the Customer deviated from the requirements of the Action Alert.
  - (2) OFO penalty charge for each Dekatherm of Gas by which Customer deviated from the requirements of the OFO equal to an OFO Index Price calculated as three (3) times the applicable daily Gas Daily posting for the "Gas Daily" Columbia App. Midpoint Index for the Day on which the deviation occurred, multiplied by the quantity by which the Customer deviated from the requirements of the OFO.

Any penalty revenue collected by Saltville pursuant to this Section 6.5 shall be credited to those firm and Interruptible Customers that did not incur Action Alert or OFO penalties pursuant to this Section 6.5 in the Month for which Action Alert or OFO penalty revenues were received ("Non-Offending Customers"), based on the ratio of the total charges paid during that Month by the Non-Offending Customer to the sum of the total charges paid during that Month by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending August 31 of each year, and will be included on the Non-Offending Customer's invoice for the Month following the date of the final Commission order approving Saltville's penalty disbursement report; provided however that Saltville will calculate and include such credits on Non-Offending Customers' invoices for a period shorter than twelve Months in the event and to the extent that the total accumulated amount of Action Alert or OFO penalty revenue collected pursuant to this Section 6.5 by Saltville as of the end of any Month exceeds \$1,000,000. Saltville will file a penalty disbursement report within sixty days of August 31 or sixty days after the end of the Month for which revenue collected exceeds \$1,000,000. Any penalty revenue credited to Non-offending Customers pursuant to this section shall include interest calculated in accordance with Section 154.501(d) of the Commission's regulations.

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Third Revised Sheet No. 134 Third Revised Sheet No. 134: Suspended

Superseding: Second Revised Sheet No. 134

GENERAL TERMS AND CONDITIONS (Continued)

### STORAGE OPERATIONS

- 7.1 Customer shall tender or cause to be tendered to Saltville at the Point(s) of Receipt located on its system any Gas which Customer desires to have injected into storage plus applicable Fuel Reimbursement quantities. Customer shall also receive or cause to be received Gas requested to be withdrawn from storage at the Point(s) of Delivery located on Saltville's system.
- 7.2 Subject to the operating conditions of the delivering or receiving pipelines, Saltville shall receive Gas for injection from Customer at the Point(s) of Receipt located on its system and deliver Gas to Customer at the Point(s) of Delivery located on its system as scheduled by Customer from time to time; provided that Saltville shall not be obligated to receive for injection any quantity of Gas if the injection of the same would cause the quantity of Gas Stored or parked for Customer's account to exceed Customer's Maximum Storage Quantity or Maximum Park Quantity, respectively; nor shall Saltville be obligated at any time to deliver more Gas to Customer than Customer has stored in its Storage Inventory or Park Balance, or quantities in excess of Customer's Maximum Loan Quantity, as applicable.
- 7.3 Due to certain limitations of Saltville's facilities, Saltville shall not be obligated to receive, at any Point of Receipt for injection, or deliver, at any Point of Delivery, any quantity of Gas when the quantity of Gas tendered for delivery to Saltville or requested by Customer to be delivered, together with all other quantities of Gas tendered for delivery to Saltville at any such Point of Receipt or requested for delivery at such Point of Delivery is less than the minimum or greater than the maximum volumes that Saltville's facilities are capable of measuring.

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Fourth Revised Sheet No. 135 Fourth Revised Sheet No. 135

Superseding: Third Revised Sheet No. 135

GENERAL TERMS AND CONDITIONS (Continued)

#### NOMINATIONS

During any Day when Customer desires Saltville to inject, or withdraw, Customer shall submit to Saltville, by fax or electronic means, a nomination that includes, but is not limited to the following information: quantity of Gas to be injected or withdrawn plus applicable Fuel Reimbursement quantities, as applicable. Customer shall make available and tender any Gas to be injected hereunder plus applicable Fuel Reimbursement quantities and receive and accept delivery, upon tender by Saltville, of any Gas requested to be withdrawn from storage less applicable Fuel Reimbursement quantities. The quantity of Gas Stored for the account of Customer shall be increased or decreased upon injection or withdrawal of Gas from storage, as applicable. Customer shall not (unless otherwise agreed by Saltville and provided for in the service agreement) tender for injection, nor shall Saltville be obligated to receive Gas for injection, or to withdraw and deliver Gas from storage, on an hourly basis at rates of flow in excess of 1/24, unless otherwise specified in the service agreement, of Customer's MDRO or MDDO, respectively. As determined by Saltville in its sole and reasonable judgment, rates of flow above 1/24 of Customer's MDRO or MDDO may be permitted. If Customer requires injection into storage at a Point of Receipt or withdrawal from storage at a Point of Delivery at constant rates of flow over time periods of less than one Day, Saltville shall, within the scheduling and operating capabilities of the applicable transporting pipeline(s), accept volumes of Gas from Customer at the Point of Receipt or deliver volumes of Gas to Customer at the Point of Delivery, as applicable, at such constant rates of flow as may be required by Customer from time to time, however Saltville shall not be required to receive Gas from Customer for injection or deliver Gas to Customer at an instantaneous rate of flow which, if continued over the course of twenty-four (24) hours, would result in receipts or deliveries in excess of Customer's MDRO or MDDO.

All nominations shall include Customer defined begin dates and end dates. All nominations, excluding Intra-day Nominations, have rollover options. Specifically, Customers have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of Customer's contract.

- 8.2 Saltville will accept nominations for service as follows:
  - (a) The Timely Nomination Cycle:

11:30 am	for nomination leaving control of the nominating
	party;
11:45 am	for receipt of nominations by Saltville
	(including from Title Transfer Tracking Service
	Providers (TTTSPs));
Noon	to send Quick Response;
3:30 pm	for receipt of completed confirmations by
	Saltville from upstream and downstream connected
	parties;
4:30 pm	for receipt of scheduled quantities by Customer
	and point operator (central clock time on the
	day prior to flow).

The sending party shall adhere to nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadline.

FERC Docket: RP08-156-000

Second Revised Sheet No. 136 Second Revised Sheet No. 136: Effective

Superseding: First Revised Sheet No. 136

## GENERAL TERMS AND CONDITIONS (Continued)

- (b) Intra-day Nominations. Any nomination received during a Gas Day for the same day of gas flow, or any nomination received after the nominations deadline set forth in Section 8.2(a) above for the following day flow shall be an Intra-day Nomination, and shall be processed in accordance with the following timeline for the standard nomination cycles:
  - (1) The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by Saltville (including from TTTSPs); 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by Saltville from upstream and downstream connected parties; 10:00 pm for Saltville to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties), (central clock time on the day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another Customer in Saltville's facilities to receive notice that it is being bumped should be effective at 9:00 a.m. on Gas Day; and when an Evening Nomination causes another Customer in Saltville's facilities to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on Gas Day.

- (2) The Intraday 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by Saltville (including from TTTSPs); 10:30 am to send Quick Response; 1:00 pm for receipt of completed confirmations by Saltville from upstream and downstream connected parties; 2:00 pm. for Saltville to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties), (central clock time on the Gas Day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 pm on Gas Day.
- (3) The Intraday 2 Nomination Cycle: 5:00 pm for nominations leaving control of the nominating party; 5:15 pm for receipt of nominations by Saltville (including from TTTSPs); 5:30 pm to send Quick Response; 8:00 pm for receipt of completed confirmations by Saltville from upstream and downstream connected parties; 9:00 pm for Saltville to provide scheduled quantities to affected Customers and point operators, (central clock time on the Gas Day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

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First Revised Sheet No. 136A First Revised Sheet No. 136A: Effective

Superseding: Original Sheet No. 136A

GENERAL TERMS AND CONDITIONS (Continued)

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

In the event Customer does not submit a timely nomination or desires to alter an existing nomination, Customer shall have the right to submit an Intra-day Nomination to revise Customer's scheduled quantities, Point(s) of Receipt and/or Point(s) of Delivery on a prospective basis prior to the end of the Gas Day; provided, however, that such Intra-day Nomination will be processed after all timely nominations have been scheduled. Such Intra-day Nomination shall be implemented by Saltville to the extent and only to the extent that Saltville is able to confirm the receipt and delivery of such Gas at the Point(s) of Receipt and Point(s) of Delivery.

FERC Docket: RP08-156-000

Second Revised Sheet No. 137 Second Revised Sheet No. 137 : Effective

Superseding: First Revised Sheet No. 137

- (c) Hourly Nomination Changes: A Customer under any of the Rate Schedules set forth in this FERC Gas Tariff may change its nomination sixty minutes in advance to be effective on any hour of the Day between 10:00 p.m. CCT and 8:00 a.m. CCT by submitting a nomination via the LINK® System. For Electronic Data Interchange, Saltville shall receive such nomination no later than forty-five minutes in advance of the effective time. Hourly Nomination Changes must be nominated and confirmed via the LINK® System. Saltville shall schedule Hourly Nomination Changes subject to the restrictions set forth in Section 8.2(b) (3) above. Upon receipt of nomination, Saltville agrees to adjust gas flow in advance of the next hourly effective time subject to the restrictions set forth in Section 8.2(b) (3) above, provided that Saltville, Customer and Customer's Transporter mutually agree in advance to the adjusted gas flow.
- (d) Nominations will be processed for scheduling in the order in which they were received, by priority level as described in Section 5 of the General Terms and Conditions of this FERC Gas Tariff. Nominations received after the nomination deadline should be scheduled after the nominations received before the nomination deadline.
- (e) Notices provided under this Section 8.2 must be submitted via the LINK® System or in writing via facsimile. Customer shall provide notice of any changes in deliveries to or receipt from Saltville to all transporters and shall be responsible for, and shall hold Saltville harmless from any and all liabilities and expense resulting from any such changes, unless the added expense is due to the negligence of Saltville.

FERC Docket: RP09-953-000

Fourth Revised Sheet No. 138 Fourth Revised Sheet No. 138

Superseding: Third Revised Sheet No. 138

- 9. POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY
  - 9.1 Primary Point(s) of Receipt. Customer shall tender Gas to Saltville for injection into storage at the Primary Point(s) of Receipt located on Saltville's system, that are specified in Customer's Firm Storage Service Agreement. The quantity of Gas tendered by Customer to Saltville for injection into storage shall not exceed the MDIQ, or MDRO, as applicable, at the Primary Point(s) of Receipt in effect from time to time plus applicable Fuel Reimbursement quantities.
  - 9.2 Primary Point(s) of Delivery. Saltville shall tender Gas to be withdrawn from storage to Customer at the Primary Point(s) of Delivery located on Saltville's system that are specified in Customer's Firm Storage Service Agreement. The quantity of Gas delivered to Customer shall not exceed the MDWQ, or MDDO, as applicable, at the Primary Point(s) of Delivery in effect from time to time.
  - 9.3 Secondary Point(s) of Receipt and Delivery. Unless the point at which Gas is received is designated in Customer's executed Firm Storage Service Agreement as a Primary Point of Receipt, such point shall be a Secondary Point of Receipt. Unless the point to which Gas is delivered is designated in Customer's executed Firm Storage Service Agreement as a Primary Point of Delivery, such point shall be a Secondary Point of Delivery. As a general matter, Customers will have the right to utilize all Secondary Points of Receipt and Secondary Points of Delivery located on Saltville's system as long as such use does not (1) impair Saltville's ability to render firm service, (2) adversely affect Customer's firm contract rights, and/or (3) adversely affect the safe and reliable operation of Saltville's system.
  - 9.4 Measurement. Unless otherwise specified in an executed service agreement, Customer and Saltville agree that the quantity of Gas delivered hereunder shall be measured by Saltville in accordance with the Transporter's pipeline tariff, and, as such, may be allowed to fluctuate within the applicable measurement or flow tolerances on a daily and monthly basis.

FERC Docket: RP09-953-000

Third Revised Sheet No. 139 Third Revised Sheet No. 139

Superseding: Second Revised Sheet No. 139

- 9.5 Costs and Penalties. Customer shall hold Saltville harmless for all costs and penalties which may be assessed by Transporter under Customer's transportation agreement with Transporter. Customer and Saltville shall cooperate with each other and with Transporter to verify delivery and receipt of the volumes of Gas delivered hereunder on a timely basis.
- 9.6 Downstream and Upstream Transportation. Customer shall be responsible for transportation from the Point(s) of Delivery located on Saltville's system and payment of all transportation charges relating thereto. Customer shall be responsible for transportation to the Point(s) of Receipt located on Saltville's system and payment of all transportation charges relating thereto.
- 9.7 Accounting Meters. In certain situations, Saltville may use an accounting meter number to represent a physical location on its system. A Point of Receipt and/or a Point of Delivery identified on Customer's executed service agreement(s) may be designated in the LINK® System by means of an accounting meter number and description that differs from the physical meter number and description specified on the service agreement. The same rights and obligations exist for both Saltville and Customer regardless of whether a location is identified in Customer's executed service agreement by means of a physical meter number or an accounting meter number.

FERC Docket: RP08-156-000

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

Superseding: Original Sheet No. 140

GENERAL TERMS AND CONDITIONS (Continued)

## 10. OUALITY

- 10.1 Specifications. Unless Saltville waives the specification detailed herein, the Gas received or delivered hereunder shall meet the quality specifications of each Transporter which receives or delivers such Gas to Saltville, at any Point of Receipt or Point of Delivery, and shall in all events be of such quality that it shall meet at least the following specifications:
  - (a) Be commercially free of objectionable odors, dirt, dust, iron particles, gums, gum-forming constituents, gasoline, PCBs, and other solid and/or liquid matter, including but not limited to water, gas treating chemicals and well completion fluids and debris, which may become separated from the Gas during transportation thereof.
  - (b) Contain not more than one fourth (1/4) of one grain of hydrogen sulfide per one hundred (100) cubic feet, as determined by the cadmium sulfate quantitative test, nor more than twenty (20) grains of total sulfur per one hundred (100) cubic feet.
  - (c) The Gas delivered hereunder shall not contain more than 0.05% by volume of oxygen, shall not contain more than two percent (2%) by volume of carbon dioxide, shall not contain more than two percent (2%) by volume of nitrogen, and shall not contain a combined total of carbon dioxide and nitrogen components of more than four percent (4%) by volume.
  - (d) Have a heating value of not less than nine hundred and sixty-seven (967) BTUs per cubic feet and not more than one thousand and sixty (1060) BTUs per cubic feet.
  - (e) Have a temperature of not more than one hundred twenty degrees Fahrenheit  $(120\,^{\circ}\mathrm{F})$ , nor less than forty degrees Fahrenheit  $(40\,^{\circ}\mathrm{F})$ .
  - (f) Have been dehydrated by the tendering party, by methods generally acceptable to the industry (excluding the use of a calcium chloride as desiccant), for removal of entrained water in excess of seven (7) pounds of water per million (1,000,000) cubic feet of Gas.
- 10.2 Rejection of Gas. Saltville shall be entitled to reject any Gas tendered to it hereunder which does not meet the minimum specifications of Section 10.1. Acceptance at any time of Gas which does not meet these quality standards does not constitute any waiver of Saltville's right to refuse to accept similarity non-conforming Gas.

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First Revised Sheet No. 141 First Revised Sheet No. 141 : Effective

Superseding: Original Sheet No. 141

## GENERAL TERMS AND CONDITIONS (Continued)

### 11. PRESSURE AND INJECTION/WITHDRAWAL RATES

- 11.1 Delivery Pressures. Saltville shall deliver Gas to Customer at pressures sufficient to enter the pipeline facilities at the Point(s) of Delivery located on Saltville's system against the operating pressures maintained by Customer's Transporter(s). Saltville shall not be required to deliver Gas at pressures in excess of those required by Customer's Transporter(s) or in excess of Customer's Transporter(s) maximum allowable operating pressure (MAOP). Customer shall deliver or cause to be delivered to Saltville all Gas for parking or injection at the Point(s) of Receipt located on Saltville's system at pressures not in excess of the MAOP of Saltville's facilities at the Point(s) of Receipt.
- 11.2 Injection and Withdrawal Rates. Saltville has designed the facilities required to store, inject and withdraw Gas based on "normal" operating pressures maintained by Customer's Transporter(s) at the Point(s) of Receipt/Delivery located on Saltville's system with allowances for reasonable fluctuations. In the event that conditions on Customer's Transporter's system vary substantially from this "normal" design condition coincident with high levels of Customer injection or withdrawal activity, Saltville's capability to receive or deliver the quantities set forth in its service agreements may be impaired, resulting in an interruption in service. If this happens, capacity will be allocated pursuant to Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

## 12. TITLE AND RISK OF LOSS

- 12.1 Title to the natural Gas Stored by Saltville and delivered to Customer hereunder shall, at all times, be held by Customer.

  Customer warrants for itself, its successors and assigns, that it will have at the time of delivery of Gas for storage hereunder either good title or the valid right to deliver such Gas Stored hereunder. Customer warrants for itself, its successors and assigns, that the Gas it delivers hereunder shall be free and clear of all liens, encumbrances, or claims whatsoever; and that it will indemnify Saltville and save it harmless from all claims, suits, actions, damages, costs and expenses arising directly or indirectly from or with respect to the title to Gas tendered to Saltville hereunder.
- 12.2 As between Customer and Saltville: Customer shall be in control and possession of the Gas prior to delivery to Saltville at the Point(s) of Receipt and after redelivery by Saltville to Customer at the Point(s) of Delivery, and shall indemnify and hold Saltville harmless from any damage or injury caused hereby, except for damage and injuries caused by the gross negligence or willful misconduct of Saltville. Saltville shall be in control and possession of the Gas after the receipt of the same at the Point(s) of Receipt and until redelivery by Saltville to Customer at the Point(s) of Delivery, and shall indemnify and hold Customer harmless from any damage or injury caused thereby, except for damages and injuries caused by the gross negligence of Customer.

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First Revised Sheet No. 142 First Revised Sheet No. 142: Effective

Superseding: Original Sheet No. 142

GENERAL TERMS AND CONDITIONS (Continued)

#### MEASUREMENT

- 13.1 The unit of volume for measurement of all quantities of Gas Stored by Saltville or delivered to and received from storage hereunder shall be one (1) Cubic Foot of Gas at the base temperature of sixty degrees Fahrenheit (60 degrees F) and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch. All fundamental constants, observations, records, and procedures involved in determining and/or verifying the quantity and other characteristics of Gas delivered hereunder shall, unless otherwise specified herein, be in accordance with the standards prescribed in Report No. 3 of the American Gas Association, as now and from time to time amended or supplemented. All measurements of Gas shall be determined by calculation into terms of such unit. All quantities given herein, unless expressly stated otherwise, are terms of such unit. Notwithstanding the foregoing, it is agreed that, for all purposes, the Btu content of the Gas received and delivered by Saltville hereunder shall be measured on a "dry" basis rather than a fully saturated or "wet" basis. Standardize the reporting basis for Gas volumes as cubic foot at standard conditions of 14.73 psia, 60 degrees F and dry. For Gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry.
- 13.2 Saltville shall install, maintain and operate, or cause to be installed, maintained and operated, the measurement facilities required hereunder. Said measurement facilities shall be so equipped with orifice meters, recording gauges, or other types of meters of standard make and design commonly acceptable in the industry, as to accomplish the accurate measurement of Gas delivered hereunder. The retrieval of data, calibrating and adjustment of meters shall be done by Saltville or its agent.
- 13.3 In the event volumes measured through Saltville's system shall result in either gains or losses then Saltville shall allocate any such gains or losses to all parties having Gas in Saltville's facilities in proportion to the quantity of Gas of each such part in Saltville's facilities at the time of any such gain or losses unless such gain or losses are the result of Saltville's gross negligence or willful misconduct.

FERC Docket: RP08-214-000

Fourth Revised Sheet No. 143 Fourth Revised Sheet No. 143: Effective

Superseding: Third Revised Sheet No. 143

GENERAL TERMS AND CONDITIONS (Continued)

### 14. BILLINGS AND PAYMENTS

- 14.1 Unless otherwise agreed to by the Parties, not later than the tenth (10th) day of each month, Saltville shall provide Customer (including a Replacement or Prearranged Customer) an invoice and any required backup data (which may be transmitted by fax) setting forth (i) the charges due for the prior Month; (ii) the total quantity of Gas received from and delivered to Customer hereunder during the preceding Month, with the applicable Point of Receipt and Point of Delivery properly identified, and the amount (Injection, Withdrawal, Park and/or Loan charges) or other charges due therefore; and (iii) the amount of Customer's Gas in storage as of the close of the preceding Month and information sufficient to explain and support any adjustments made by Saltville in determining the amount billed. Such invoice shall be delivered to Customer or its agent by posting Customer's final invoice on Saltville's LINK® System and posting a general notice of the availability of the final invoices on Saltville's Informational Postings Web site. Saltville will provide an e-mail notification, if an e-mail address has been designated by Customer, contemporaneously with the posting of the final invoice on Saltville's LINK® System. It is the Customer's responsibility to  $\ \ \, \text{update e-mail address information provided to Saltville as} \,$ necessary. Customer may designate an agent to receive invoices and may designate such agent to receive the e-mail notifications of the availability of Customer's final invoice on Saltville's LINK® System. Required invoice backup data should accompany or precede the invoice. Invoices should be based on actuals (if available) or best available data. Quantities at points where Operational Balancing Agreements (OBAs) exist shall be invoiced based on scheduled quantities. If actual volumes are not available by the tenth (10th) day of the month, Saltville may invoice based on estimated volumes, subject to adjustments to actual volumes in future month billings.
- 14.2 Unless otherwise agreed to by the Parties, Customer shall pay Saltville the full amount reflected on the invoice provided within ten (10) days of its invoice date by wire transfer. If the tenth (10th) day shall fall upon a weekend or legal holiday, then such payment shall be made on the first regular Business Day prior to such tenth (10th) day. The party making payment should submit supporting documentation; the party receiving the payment should apply payment per the supporting documentation provided by the paying party; and if payment differs from invoiced 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.

FERC Docket: RP08-156-000

First Revised Sheet No. 143A First Revised Sheet No. 143A: Effective

Superseding: Original Sheet No. 143A

- 14. BILLINGS AND PAYMENTS (continued)
  - 14.3 Unless otherwise agreed to by the Parties, if an error is discovered in any billing, such error shall be adjusted within 30 days of the determination thereof. If invoice is in dispute, Customer shall pay the portion not in dispute and provide documentation identifying basis for the dispute. Such payment shall not be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver by Saltville of any underpayment. In the event Customer fails to forward the entire disputed amount due to Saltville when same is due, interest on the unpaid portion shall accrue at the maximum allowable interest permitted by the Commission for late charges or any superseding regulations of the Commission compounded daily from the date such payment is due until the same is paid. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond thirty (30) days after the due date of such invoice, then Saltville, in addition to all other legal remedies available to it, shall have the right and option to suspend further deliveries of Gas and to take title to Customer's storage Gas inventory until such default shall have been cured.

FERC Docket: RP07-481-000

First Revised Sheet No. 144 First Revised Sheet No. 144: Effective

Superseding: Original Sheet No. 144

## GENERAL TERMS AND CONDITIONS (Continued)

- 14.4 Billing Error. If an error is discovered in any billing, such error shall be adjusted within 30 days of the determination thereof, provided that the claim shall have been made in writing.
  - (A) NAESB WGQ Standard 2.3.14. Measurement data corrections shall be processed within six (6) months of the production month with a three-month rebuttal period.
  - (B) NAESB WGQ Standard 2.3.26. The time limitation for disputes of allocations shall be six (6) months from the date of the initial month-end allocation with a three-month rebuttal period.
  - (C) NAESB WGQ Standard 3.3.15. Prior period adjustment time limits shall be six (6) months from the date of the initial transportation invoice and seven (7) months from the date of initial sales invoice with a three-month rebuttal period, excluding government-required changes.

These three standards shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by these standards.

- 14.5 A Party may seek to resolve disputes, controversies or claims arising from or related to this Operating Statement and/or the transactions contemplated by any of the following means (in no particular order of preference):
  - (A) by negotiation and settlement;
  - (B) by arbitration;
  - (C) by mediation;
  - (D) before a state or federal agency with jurisdiction over the matter; and/or
  - (E) before a state or federal court with jurisdiction over the matter; provided however, that Saltville and Customer each hereby waive their rights to a jury trial.
- 14.6 Right to Audit. Both Saltville and Customer shall have the right at their own expense to examine and audit at any reasonable time the books, records (including measurement, billing and payment) and charts of the other to the extent necessary to verify the accuracy of any statements or charges made under or pursuant to any of the provisions of Customer's service agreement. Upon request, Customer shall also make available to Saltville for audit purposes any relevant records of the Transporters to which Customer has access. A formal audit of accounts shall not be made more often than once each Contract Year. Any inaccuracy will be promptly corrected when discovered; provided, however, that neither Saltville nor Customer shall be required to maintain books, records or charts for a period of more than two (2) Contract Years following the end of the Contract Year to which they are applicable. Neither Saltville nor Customer shall have any right to question or contest any charge or credit if the matter is not called to the attention of the other in writing within two (2) years after the end of the Contract Year in

FERC Docket: RP08-156-000

Second Revised Sheet No. 145 : Effective

Superseding: First Revised Sheet No. 145

GENERAL TERMS AND CONDITIONS (Continued)

15. RESERVED FOR FUTURE USE

## 16. INSURANCE

Customer shall be responsible for providing its own insurance coverage with respect to its Gas in the Saltville facility.

### FORCE MAJEURE

- 17.1 Effect of Force Majeure. Unless otherwise agreed to by the Parties, in the event Saltville is rendered unable, wholly or in part, by reason of an event of Force Majeure, as defined herein, to perform, wholly or in part, any obligation or commitment under Customer's service agreements, it is agreed that upon Saltville's giving notice and full particulars of such Force Majeure event in writing to Customer within seventy-two (72) hours after the occurrence of the cause relied on, then the obligations of Saltville shall be suspended to the extent that Saltville is affected by such Force Majeure event and for the period of such Force Majeure condition, but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.
- 17.2 Nature of Force Majeure. Unless otherwise agreed to by the Parties, the term "Force Majeure" as employed in Customer's service agreements shall mean any cause whether of the kind enumerated herein or otherwise, not reasonably within control of Saltville, such as acts of God; strikes, lockouts and industrial disputes or disturbances; inability to secure materials by reason of allocations promulgated by authorized governmental agencies; or delay in government and regulatory issued certifications; arrests  $% \left( \frac{1}{2}\right) =\frac{1}{2}\left( \frac{1}{2}\right) +\frac{1}{2}\left( \frac{1}{2}\right) +\frac{1}{2}\left($ and restraints of government or court orders; present and future valid orders, decisions or rulings of any government or regulatory entity having proper jurisdiction; acts of the public enemy; wars; riots; civil disturbances; blockades; insurrections; epidemics; landslides; lightning; hurricanes; earthquakes; fires; storms; flood; washouts; explosions; breakage, accidents and/or emergency or non-scheduled maintenance to plant facilities including machinery, lines of pipe, freezing of wells or lines of pipe; or partial or entire failure of wells or reservoir integrity; and Force Majeure on Transporter's facilities necessary to deliver Gas to or receive Gas from Saltville, including Transporter(s) pipeline repairs. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of Saltville, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of an opposing party when such course is inadvisable in the discretion of Saltville.

FERC Docket: RP08-316-000

Third Revised Sheet No. 146 : Effective

Superseding: Second Revised Sheet No. 146

GENERAL TERMS AND CONDITIONS (Continued)

### 18. NOTICES

Any notice, request, demand, or statement, provided for in Customer's service agreements, except as otherwise herein provided, may be given via facsimile, in writing, delivered in person or by first-class, postage-prepaid United States Mail, to the Parties hereto at the addresses indicated on such service agreements or at such other addresses as may hereafter be furnished to the other Party in writing. Any notice initially delivered by facsimile shall be confirmed by regular mail within one week after transmission of the facsimile.

## 19. GAS TITLE TRANSFERS

Should a Customer operating under a Firm Storage Service Agreement or an Interruptible Service Agreement desire to transfer Gas from its then current inventory to another Customer's inventory, both Customers shall notify Saltville of their intent. Upon confirming that the transferring Customer has sufficient Gas Stored to accommodate the transfer and that the receiving Customer has available capacity under an existing Firm Storage Service Agreement or an Interruptible Service Agreement to receive the Gas, Saltville shall make such adjustments in each Customer's inventory as has been requested, consistent with the transferring Customer's withdrawal rights. All such transactions shall be performed by Saltville at no cost to both Customers party to the transfer; shall be final upon notification by Saltville of the completed transfer; and shall be done at no liability to Saltville for the results of the transactions on any contracts or service arrangements. The foregoing procedures shall also apply to a Customer desiring to transfer inventory from one of its Firm Storage or Interruptible Service Agreements to another one of its Firm Storage or Interruptible Service Agreements.

## 20. PENALTIES

- 20.1 A Customer shall be liable for and shall be required to reimburse Saltville for all penalties, charges and fees which Saltville is required to pay to Transporter as a consequence of Customer's actions. The recovery of such penalty amounts shall be on an asbilled basis.
- 20.2 In addition to the payment of the penalties set forth in Section 20.1 herein, the responsible Customer shall also be liable for, and shall reimburse Saltville, for all costs incurred by Saltville as a consequence of such Customer's actions.

FERC Docket: RP09-597-000

Third Revised Sheet No. 147 Third Revised Sheet No. 147

Superseding: Second Revised Sheet No. 147

GENERAL TERMS AND CONDITIONS (Continued)

### 21. STANDARDS OF CONDUCT COMPLIANCE

This Section describes the information required by the Commission's Standards of Conduct regulations.

## 21.1 Informational Postings

All information required to be posted pursuant to the Commission's currently effective Standards of Conduct regulations will be provided on Saltville's Internet Web site under Informational Postings. Such information will be updated as required by applicable regulation(s) issued by the Commission.

- 21.2 All terms and conditions set forth in this FERC Gas Tariff shall be applied in a non-discriminatory manner without regard to the affiliation of any entity to Saltville.
- 21.3 Saltville shall provide service under Rate Schedules FSS, ISS, IPS, and ILS on a basis that is equal in quality for all Gas supplies stored, parked, and/or loaned by Saltville under such rate schedules.
- 21.4 Complaints concerning Saltville's compliance with Saltville's Standards of Conduct procedures should be communicated to Saltville with a designation that it is a Standards of Conduct regulation complaint and shall contain a clear and complete statement of the nature and basis of the complaint, together with supporting documentation, if any. Information regarding the appropriate contact personnel shall be included in the Standards of Conduct Compliance Procedures posted on Saltville's Internet Web site. Within forty-eight (48) hours of receipt of such information, an officer of Saltville shall orally respond to the complaint, and within thirty (30) days of the receipt of the complaint, an officer of Saltville shall provide a written response to the complaint. In the event the required date of Saltville's response falls on a Saturday, Sunday or a holiday that affects Saltville, Saltville shall respond by the next Business Day.

FERC Docket: RP09-1057-000

Fourth Revised Sheet No. 148 Fourth Revised Sheet No. 148

Superseding: Third Revised Sheet No. 148

## GENERAL TERMS AND CONDITIONS (Continued)

#### 22. NORTH AMERICAN ENERGY STANDARDS BOARD

Saltville has adopted all of the Business Practices and Electronic Communication Standards which were required by the Commission in 18 CFR Section 284.12(b) in accordance with Order Nos. 587, et al. in Docket Nos. RM96-1-000, et seq. In addition to the standards reflected in other provisions of this tariff, the following NAESB Wholesale Gas Quadrant ("WGQ") standards, definitions and data sets, Version 1.8, and Recommendation WGQ 2008 Annual Plan Item 10 and Request No. R08026, where applicable, are incorporated herein by

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reference:
General Standards
    0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9,
    0.3.10, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, and 0.4.1.
Nominations Related Standards
    1.2.1, 1.2.2, 1.2.3, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.13, 1.2.17, 1.2.18,
    1.2.19, 1.3.2(v), 1.3.2(vi), 1.3.3, 1.3.4, 1.3.7, 1.3.14, 1.3.15, 1.3.16, 1.3.17,
    1.3.18, 1.3.19, 1.3.20, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 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, 1.3.79, 1.4.1, 1.4.2, 1.4.3,
    1.4.4, 1.4.5, 1.4.6, and 1.4.7.
Flowing Gas Related Standards
    2.2.1, 2.2.4, 2.2.5, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 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, 2.3.27, 2.3.28, 2.3.29, 2.3.31, 2.3.32, 2.3.33, 2.3.34,
    2.3.35, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5,
    2.4.6, 2.4.7, 2.4.8, 2.4.17, and 2.4.18.
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Invoicing Related Standards

3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.16, 3.3.18, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3, and 3.4.4.

Quadrant Electronic Delivery Mechanism Standards

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.1, 4.3.2, 4.3.3, 4.3.5 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.56, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, and 4.3.93.

Capacity Release Related Standards

5.3.5, 5.3.9, 5.3.10, 5.3.17, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 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, 5.3.46, 5.3.47, 5.3.52, 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.

FERC Docket: RP09-659-000

Original Sheet No. 148A Original Sheet No. 148A

GENERAL TERMS AND CONDITIONS (Continued)

22. NORTH AMERICAN ENERGY STANDARDS BOARD (continued)

Contracts Related Standards
6.3.3 (EDI Trading Partner Agreement).

Internet Electronic Transfer Related Standards
 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,
 10.2.38, 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.

FERC Docket: RP10-627-000

Second Revised Sheet No. 149 Second Revised Sheet No. 149

Superseding: First Revised Sheet No. 149

GENERAL TERMS AND CONDITIONS (Continued)

## 23. JOINT OBLIGATIONS

When Customer under a service agreement consists of two or more persons, the obligations of such persons under such agreement shall be joint and several and, except as otherwise provided, any action provided to be taken by Customer shall be taken by such persons jointly.

## 24. NON-DISCRIMINATORY WAIVER OF TARIFF PROVISIONS

Saltville 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 Saltville of any one or more defaults by the other in the performance of any provision of the service agreement between Customer and Saltville shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

## 25. MODIFICATION

No modification to the terms and provisions of any service agreement or exhibit thereto shall be or become effective except by the execution of a superseding service agreement or exhibit thereto.

## 26. SUCCESSORS IN INTEREST

Any company which shall succeed by purchase, merger, consolidation or otherwise to the properties substantially as an entirety, of Saltville or of Customer, used or intended to be used for rendering Gas service authorized by the Commission, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a service agreement. In accordance with the capacity release procedures set forth in Section 4 of the General Terms and Conditions, Customer may, without relieving itself of its obligations under such agreement, assign any of its rights and obligations thereunder to another party, but otherwise no assignment of such agreement, or of any of the rights or obligations thereunder shall be made unless there first shall have been obtained the consent thereto of Saltville, in the event of any assignment by Customer, or the consent thereto of Customer, in the event of an assignment by Saltville. These restrictions on assignment shall not in any way prevent any party from pledging or mortgaging its rights under a service agreement as security for its indebtedness.

FERC Docket: RP07-481-000

First Revised Sheet No. 150 First Revised Sheet No. 150 : Effective

Superseding: Original Sheet No. 150

GENERAL TERMS AND CONDITIONS (Continued)

### 27. TERMINATION FOR DEFAULT

- 27.1 Termination of Service. If either Saltville or Customer shall fail to perform any of the covenants or obligations imposed upon it or them under and by virtue of an applicable rate schedule or effective service agreement, then the other party may at its option terminate such agreement by proceeding as described herein. The party not in default shall provide written notice to the party in default stating specifically the cause for terminating the agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty days after receipt of such notice to remedy or remove the cause or causes stated in the notice, and if within the thirty-day period the party in default does so remove and remedy said cause or causes and fully indemnifies the party not in default for any and all consequences of such breach, by a good and sufficient indemnity bond or otherwise, then such notice shall be withdrawn and the agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not so indemnify the party giving the notice for any and all consequences of such breach, within the thirty-day period, then, after any necessary authorization by regulatory bodies having jurisdiction, the agreement shall become void at the expiration of said period, provided that notice of termination has not been withdrawn prior thereto. Any cancellation of such agreement pursuant to the provisions of this paragraph shall be without prejudice to the right of Saltville to collect any amounts then due to it for service provided by Saltville prior to the time of cancellation, and shall be without prejudice to the right of Customer to receive any service for which it has paid but has not received, although entitled thereto, prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of such agreement.
- 27.2 Suspension of Service. Prior to a termination for default, Saltville may suspend service to any Customer who fails to comply with the General Terms and Conditions, the applicable rate schedule, or Customer's service agreement. Saltville's failure to invoke its right to terminate an agreement for default shall not be construed as a waiver of Saltville's right to terminate service during any other period when Customer is in violation of the terms of this FERC Gas Tariff or of Customer's service agreement.

FERC Docket: RP09-1057-000

Fourth Revised Sheet No. 151 Fourth Revised Sheet No. 151

Superseding: Third Revised Sheet No. 151

GENERAL TERMS AND CONDITIONS (Continued)

### 28. ELECTRONIC COMMUNICATIONS

### 28.1 System Description

- Saltville provides for interactive electronic communications with its Customers and other parties through the LINK® Customer Interface System (hereinafter called the "LINK® System"). The LINK® System shall be available on a nondiscriminatory basis to any party (such party is referred to herein as the "LINK® System Subscriber"), provided that such party (i) has a currently effective Valid Service Agreement, has executed a LINK® System Agreement prior to March 11, 2009, or has executed a LINK® System Agreement electronically via the LINK® System on or after March 11, 2009, (ii) has established its business entity in the LINK® System by submitting Contact Information pursuant to Section 28.4(a) below, and (iii) has designated a Local Security Administrator pursuant to Section 28.3 below. A party to a LINK® System Agreement is responsible for ensuring that the individual executing such agreement on its behalf has the appropriate authority. Use of the LINK® System by such individual is acknowledgement of that authority. Saltville shall not be responsible for verifying the authority of an individual to execute a LINK® System Agreement on behalf of a party. For purposes of this Section 28 and the form of LINK® System Agreement only, a "Valid Service Agreement" includes:
  - (1) any service agreement pursuant to any of Saltville's Rate Schedules;
  - (2) any service agreement pursuant to any of the Rate Schedules of Algonquin Gas Transmission, LLC;
  - (3) any service agreement pursuant to any of the Rate Schedules of East Tennessee Natural Gas, LLC;
  - (4) any service agreement pursuant to any of the Rate Schedules of Egan Hub Storage, LLC;
  - (5) any contract between Customer and Moss Bluff Hub, LLC;
  - (6) any service agreement pursuant to any of the Rate Schedules of Ozark Gas Transmission, L.L.C.;
  - (7) any service agreement pursuant to any of the Rate Schedules of Texas Eastern Transmission, LP; or
  - (8) a capacity release umbrella agreement between Customer and any of the entities identified herein.

FERC Docket: RP08-156-000

Second Revised Sheet No. 151A : Effective

Superseding: First Revised Sheet No. 151A

GENERAL TERMS AND CONDITIONS (Continued)

28. ELECTRONIC COMMUNICATIONS (continued)

28.1 System Description (continued)

By accessing the LINK® System, LINK® System Subscriber agrees to comply with the procedures for access to and use of the LINK® System as set forth in this Section 28.

Saltville reserves the right to implement enhancements to the LINK® System at its sole discretion; provided however, all such enhancements when fully operational shall be available to all LINK® System Subscribers. Saltville will exercise due diligence to ensure the LINK® System operates correctly and will provide timely and non-discriminatory access to on-line LINK® System help features and to any information available on the LINK® System that LINK® System Subscriber is entitled to access.

(b) The LINK® System provides on-line help, a search function that permits a party to locate information concerning a specific transaction, and menus that permit LINK® System Subscribers to separately access notices of available capacity, records in the transportation request log, and standards of conduct information. The LINK® System will permit a LINK® System Subscriber to electronically download information on transactions from the LINK® System and to separate extremely large documents into smaller files prior to such download. Saltville shall maintain and retain daily back-up records of the information displayed on the LINK  $\!\!\!\!\!\!\!\!$ System and the web site and through Electronic Data Interchange for three years and shall permit LINK® System Subscriber to review those records upon request. Completed transactions will remain on the LINK® System for at least ninety days after completion and will then be archived. Archived information will be made available by Saltville if possible within two weeks after receipt of a Customer's request for such information. Information on the most recent entries will appear ahead of older information.

FERC Docket: RP08-156-000

First Revised Sheet No. 151B : Effective

Superseding: Original Sheet No. 151B

- 28. ELECTRONIC COMMUNICATIONS (continued)
  - 28.1 System Description (continued)
    - Customers' Notices pursuant to Section 4 of the General Terms and Conditions shall be submitted electronically and, in addition, posted electronically by the Customer via the LINK® System. Electronic communications may also be transmitted, where applicable, via Electronic Data Interchange, which will be available on a nondiscriminatory basis to any LINK® System Subscriber, provided such LINK® System Subscriber has entered into a trading partner agreement with Saltville, in addition to the agreements specified in Section 28.1(a) above. Specifically, a LINK® System Subscriber has the option of utilizing the LINK® System for purposes of:
      - (1) requesting service under Saltville's Rate Schedules set forth in Volume No. 1 of Saltville's FERC Gas Tariff;
      - (2) executing, tracking and amending certain service agreements under Saltville's Rate Schedules set forth in Volume No. 1 of Saltville's FERC Gas Tariff;
      - (3) providing nominations and viewing allocations and operational imbalances under all rate schedules as a Customer of Saltville pursuant to the applicable rate schedule and the General Terms and Conditions;
      - (4) exercising its rights as a Customer of Saltville pursuant to Section 3 of the General Terms and Conditions or submitting a bid as a Replacement Customer of Saltville under such section;
      - (5) exercising its rights as a Customer of Saltville pursuant to Section 4 of the General Terms and Conditions (which, if submitted utilizing the LINK® System, will be posted at that time) or submitting a bid as a Replacement or Prearranged Customer of Saltville pursuant to such section, or posting a Capacity Request for capacity release pursuant to such section;
      - (6) requesting a discount of the Maximum Recourse Rate(s) for service under Saltville's Rate Schedules or viewing such discounts previously granted;
      - (7) viewing and downloading operational data for any Gas Day on the second subsequent Gas Day;
      - (8) viewing Saltville's notice of an OFO as contemplated by Section 6 of the General Terms and Conditions; and
      - (9) such other functions as may be available on the LINK System from time to time.

FERC Docket: RP09-349-000

Fourth Revised Sheet No. 152 Fourth Revised Sheet No. 152

Superseding: Third Revised Sheet No. 152

GENERAL TERMS AND CONDITIONS (Continued)

## 28. ELECTRONIC COMMUNICATIONS (continued)

28.2 Information. Saltville shall post at least four times a day on the LINK® System and the web site information relevant to the availability of firm and Interruptible capacity in its facility. The LINK® System and the web site will indicate whether the capacity is available from Saltville directly or through Saltville's capacity release mechanism as set forth in Section 4 of the General Terms and Conditions. The LINK® System and the web site shall provide the best available information about imbalances on an hourly and a daily basis. The LINK® System and the web site also include information allowed or required to be posted thereon by other provisions of the tariff including Section 4, information that Saltville is required to post pursuant to the Commission's regulations, or other information Saltville chooses to post in furtherance of the operation of its system.

## 28.3 Local Security Administrators

- (a) LINK® System Subscriber shall designate one or more persons to perform certain security functions on the LINK® System ("Local Security Administrator") by submitting for each such person the Local Security Administrator Designation information via the LINK® System using the applicable online form, as such form is amended from time to time in the LINK® System. LINK® System Subscriber shall update Local Security Administrator Designation information via the LINK® System as such information changes.
- The Local Security Administrator shall, via the LINK® System, be responsible for (1) identifying those persons who are duly authorized by LINK® System Subscriber to use the  ${\tt LINK@}$  System to perform one or more of the functions available on the LINK® System ("LINK® System User"); (2) providing LINK® System Users with individualized USERIDs and passwords; (3) maintaining LINK® System Users' account information; (4) adding and terminating LINK® System Users immediately upon a change in status requiring such addition or termination; (5) creating and modifying security rights for LINK® System Users; (6) approving or terminating Designation of Affiliated Companies information and Designation of Agency information pursuant to Sections 28.5 and 28.6, respectively; and (7) ensuring that USERIDs are used only as appropriate and as contemplated by these General Terms and Conditions and the LINK® System Agreement.
- (c) Saltville shall be entitled to rely upon the representation of the LINK® System Subscriber's Local Security Administrator that the LINK® System User(s) identified by the Local Security Administrator may (i) transmit information to Saltville; (ii) view information posted on the LINK® System; and/or (iii) perform the LINK® System contracting function in accordance with the security rights granted by Local Security Administrator.

FERC Docket: RP07-641-000

First Revised Sheet No. 152A First Revised Sheet No. 152A: Effective

Superseding: Original Sheet No. 152A

GENERAL TERMS AND CONDITIONS (Continued)

28. ELECTRONIC COMMUNICATIONS (continued)

28.4 Authorized Use of LINK® System; Confidentiality

- (a) LINK® System Subscriber shall submit Contact Information to Saltville via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System. In addition, LINK® System Subscriber shall be required to submit updated Contact Information to Saltville via the LINK® System as such information changes. Such revised information shall supersede in its entirety any Contact Information previously submitted to Saltville.
- (b) LINK® System Subscriber shall not disclose to persons other than Local Security Administrator and LINK® System Users that are employed by LINK® System Subscriber, or properly designated affiliates or agents of LINK® System Subscriber, and shall otherwise keep confidential, all USERIDs and passwords issued by Local Security Administrator. In addition, LINK® System Subscriber shall cause Local Security Administrator and LINK® System User(s) to refrain from disclosing to any other person, whether or not employed by LINK® System Subscriber, and shall otherwise keep confidential, the individualized USERID and password issued to each such LINK® System User.
- (c) LINK® System Subscriber shall be solely responsible for any unauthorized or otherwise improper use of USERIDs and passwords issued by or for its Local Security Administrator, including, but not limited to, the use of such USERIDs and passwords by LINK® System Users who are not within LINK® System Subscriber's employment or control.
- (d) Saltville reserves the right to disable for due cause any USERID issued to any LINK® System User. Saltville shall provide notice to LINK® System Subscriber, LINK® System User and/or Local Security Administrator, as applicable, at the time that the USERID is disabled by Saltville. In addition, upon thirty (30) days prior notice to the LINK® System User and the Local Security Administrator, Saltville will disable any USERID that has not been used to access the LINK® System for fifteen (15) consecutive months.

FERC Docket: RP09-349-000

Second Revised Sheet No. 152B Second Revised Sheet No. 152B

Superseding: First Revised Sheet No. 152B

- 28. ELECTRONIC COMMUNICATIONS (continued)
  - 28.4 Authorized Use of LINK® System; Confidentiality (continued)
    - LINK® System Subscriber shall immediately notify Saltville of the desire to delete a Local Security Administrator of LINK® System Subscriber by (i) email to link-help@spectraenergy.com, or (ii) submission via the LINK® System using the applicable on-line form of revised Local Security Administrator Designation information for such Local Security Administrator indicating the desire for termination. Such revised information shall supersede in its entirety any Local Security Administrator Designation information previously submitted to Saltville for such Local Security Administrator. LINK® System Subscriber shall be solely responsible for any unauthorized actions of Local Security Administrator due to LINK® System Subscriber's failure to so notify Saltville of the need to delete such Local Security Administrator.
    - (f) Saltville warrants that, without the express consent of LINK® System Subscriber or as provided in Sections 3 and 4 of the General Terms and Conditions, no Saltville employee or agent will disclose to any third party any non-public information regarding research performed through the use of the LINK® System by LINK® System Subscriber.
    - (g) Any manual forms received by Saltville prior to October 1, 2007, related to Contact Information, Designation of Agency, or Designation of Affiliated Companies, and any Local Security Administrator Designation Forms received by Saltville prior to March 11, 2009, shall remain in full force and effect until the earlier of (i) termination by the LINK® System Subscriber or (ii) receipt of superseding information submitted pursuant to this Section 28.
  - 28.5 LINK® System Subscriber; Affiliated Companies
    - (a) If LINK® System Subscriber belongs to a group of affiliated companies and requires LINK® System access on behalf of one or more of said affiliates, LINK® System Subscriber (i) shall, or shall cause one of the affiliates of LINK® System Subscriber to, submit to Saltville via the LINK® System the Designation of Affiliated Companies information, and (ii) shall cause all other parties included in the affiliation to approve the Designation of Affiliated Companies information via the LINK® System. The Designation of Affiliated Companies information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the Designation of Affiliated Companies information.
    - When Designation of Affiliated Companies information changes, the LINK® System Subscriber shall cause revised Designation of Affiliated Companies information to be submitted and approved pursuant to Section 28.5(a) above. Such revised information shall supersede in its entirety any Designation of Affiliated Companies information previously submitted to Saltville. LINK® System Subscriber warrants that access consistent with any Designation of Affiliated Companies information submitted and approved by LINK® System Subscriber and its affiliates in accordance with Section 28.5(a) above or manually submitted prior to October 1, 2007, pursuant to Section 28.4(g) above is appropriate and authorized. Determining the propriety of such access is the responsibility of LINK® System Subscriber and/or its affiliates, but Saltville reserves the right to reject such Designation of Affiliated Companies information if it determines that granting such designation would violate any contractual, legal, or regulatory responsibility of Saltville.

FERC Docket: RP07-641-000

First Revised Sheet No. 152C First Revised Sheet No. 152C: Effective

Superseding: Original Sheet No. 152C

- 28. ELECTRONIC COMMUNICATIONS (continued)
  - 28.5 LINK® System Subscriber; Affiliated Companies (continued)
    - (c) In order for LINK® System Users of LINK® System Subscriber to access the LINK® System on behalf of LINK® System Subscriber's affiliates designated pursuant Section 28.5(a) above, LINK® System Subscriber and each designated affiliate of LINK® System Subscriber must meet the requirements of a LINK® System Subscriber set forth in Section 28.1(a) of these General Terms and Conditions.
    - (d) It is the obligation of the LINK® System Subscriber to notify Saltville via the LINK® System when a company affiliation terminates, either by (i) submitting a request to terminate a company affiliation via the applicable on-line form, as such form is updated from time to time in the LINK® System, or (ii) submitting and approving superseding Designation of Affiliated Companies information in accordance with Section 28.5(a). An affiliate may request a termination of the company affiliation by submitting such request via the LINK® System. A request to terminate a company affiliation will be processed by Saltville without consent from the non-requesting party.
  - 28.6 LINK® System Subscriber; Agency
    - (a) If LINK® System Subscriber desires to designate one or more persons or entities to act as an agent on behalf of LINK® System Subscriber ("Agent"), then for each such Agent, the LINK® System Subscriber (i) shall, or shall cause the Agent to, submit to Saltville via the LINK® System the Designation of Agency information specifying the rights granted to the Agent, and (ii) shall cause the other party to the agency relationship to approve the Designation of Agency information. The Designation of Agency information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the information. Saltville may require that LINK® System Subscriber provide additional documentation to confirm that LINK® System Subscriber desires Agent to act on its behalf.
    - (b) In order for LINK® System Users of an Agent designated pursuant to Section 28.6(a) above to access the LINK® System on behalf of LINK® System Subscriber, such Agent must meet the requirements of a LINK® System Subscriber set forth in Section 28.1(a) of these General Terms and Conditions.
    - Saltville may accept and fully rely upon Designation of Agency information (c) submitted and approved in accordance with Section 28.6(a) above or manually submitted prior to October 1, 2007, in accordance with Section 28.4(g) above. Saltville may fully rely upon all communications received from and direction given by Agent with respect to all actions indicated in the approved Designation of Agency information for which Agent is authorized to act on behalf of LINK® System Subscriber. Saltville may grant Agent access to LINK® System Subscriber's data contained in the LINK® System as necessary to perform the functions identified in the approved Designation of Agency information. LINK® System Subscriber will defend, indemnify and hold harmless Saltville from and against any and all claims, demands, liabilities and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Saltville by any party associated with Saltville's reliance on Designation of Agency information provided pursuant to this Section 28.6.

FERC Docket: RP07-641-000

Original Sheet No. 152D Original Sheet No. 152D: Effective

GENERAL TERMS AND CONDITIONS (Continued)

28. ELECTRONIC COMMUNICATIONS (continued)

28.6 LINK® System Subscriber; Agency (continued)

(d) The rights specified in the approved Designation of Agency information having the latest commencement date shall supersede all prior rights granted by LINK® System Subscriber to Agent. In no event can an agency right granted to one Agent be simultaneously granted to another Agent.

It is the obligation of the LINK® System Subscriber to notify Saltville when an agency relationship changes or terminates, either by (i) specifying a termination date in the approved Designation of Agency information, (ii) submitting a request to terminate an agency relationship via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, or (iii) submitting and approving superseding Designation of Agency information in accordance with Section 28.6(a). The Agent may request a termination of the agency relationship by submitting such request via the LINK® System. A request to terminate an agency relationship will be processed by Saltville without consent from the non-requesting party.

LINK® System Subscriber and Agent must re-approve existing Designation of Agency information via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, on an annual basis. If, during this annual re-approval process, either the LINK® System Subscriber or the Agent desires a change to the Designation of Agency information, new Designation of Agency information must be submitted and approved in accordance with Section 28.6(a) above. Saltville shall remove the security rights granted to all LINK® System Subscriber pursuant to the Designation of Agency information if LINK® System Subscriber and Agent do not re-approve the existing Designation of Agency information or submit and approve updated Designation of Agency information on an annual basis.

FERC Docket: RP07-641-000

Second Revised Sheet No. 153 Second Revised Sheet No. 153: Effective

Superseding: First Revised Sheet No. 153

## GENERAL TERMS AND CONDITIONS (Continued)

- 28. ELECTRONIC COMMUNICATIONS (continued)
  - 28.6 LINK® System Subscriber; Agency (continued)
    - (e) Agent is authorized to act on behalf of LINK® System Subscriber under any or all of LINK® System Subscriber's Service Agreements with Saltville as such Service Agreements are effective from time to time, or with respect to any or all meter locations as available from time to time, respectively, as specified in the Designation of Agency information, until LINK® System Subscriber properly notifies Saltville that the agency relationship is terminated or superseded in accordance with Section 28.6(d). The designation of an Agent by a LINK® System Subscriber does not provide for an assignment of the rights and obligations of any Service Agreement between Saltville and LINK® System Subscriber.

## 28.7 Liability

- (a) Saltville shall not be liable to LINK® System Subscriber nor any other party in damages for any act, omission or circumstance related to the LINK® System occasioned by or in consequence of an event of Force Majeure as defined in Section 17 of these General Terms and Conditions, that is not within the control of Saltville and which by the exercise of due diligence Saltville is unable to prevent or overcome. To the extent the information displayed on the LINK® System is originated solely by Saltville and such information is subsequently determined to be inaccurate, LINK® System Subscriber shall not be subject to any penalties otherwise collectable by Saltville based on Customer conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the LINK® System.
- LINK® System Subscriber shall defend, indemnify and hold (b) harmless Saltville from and against any and all claims, demands and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Saltville by any party as a result of the unauthorized or otherwise improper use of any USERID and/or password issued to or by LINK® System Subscriber and/or Local Security Administrator or any other unauthorized or improper use of the LINK® System by any LINK® System User or LINK® System Subscriber unless such improper use is the result of Saltville's negligence or willful misconduct, including, but not limited to, distribution of USERIDs or passwords to persons that are not employed by, or agents or affiliates of, LINK® System Subscriber.

FERC Docket: RP09-96-000

Second Revised Sheet No. 153A Second Revised Sheet No. 153A

Superseding: First Revised Sheet No. 153A

- 28. ELECTRONIC COMMUNICATIONS (continued)
  - 28.8 Electronic Mail (E-mail) Notification. For system-wide notices of general applicability, any provisions of this FERC Gas Tariff requiring that these matters be written or in writing are satisfied by Saltville utilizing electronic transmission through the LINK® System in accordance with the procedures for utilization of the LINK® System or through Electronic Data Interchange as provided for in Commission-approved or permitted data sets. Critical system-wide notices will be in a separate category from notices that are not critical. Saltville will use electronic mail (e-mail) in order to facilitate certain notifications to Customers as required by this FERC Gas Tariff. Customer shall provide Saltville with at least one e-mail address to which these notifications can be sent, and shall be responsible for updating such information as necessary. In addition to the requirement specified in Section 4 of these General Terms and Conditions to post notices on the LINK® System, Saltville shall provide such notifications via e-mail communication to those Customers that have provided such e-mail address information and have requested, via the LINK® System, e-mail notification of Critical Notices issued by Saltville. Customer shall be responsible for providing accurate e-mail notification information to Saltville, including timely updates to such information as necessary. All other provisions, including service agreement-specific notices, requiring items or information to be written or in writing remain unchanged unless otherwise agreed by Saltville and Customer.
  - 28.9 Rights to LINK® System. Saltville or an affiliate of Saltville is the exclusive proprietor of the programming that generates the LINK® System and of all the copyrights and proprietary interests therein, except insofar as any third party (whose materials are made available in the files of the LINK® System under license to Saltville or an affiliate of Saltville) possesses a copyright or proprietary interest in such materials, but not of the files of and the information displayed on the LINK® System. A LINK® System Subscriber will not by virtue of this Section 28 or the executed LINK® System Agreement acquire any proprietary interests in the programming that generates the LINK® System. As part of Saltville's continuing development of the LINK® System, third parties may desire to acquire rights to certain parts of the programming. Saltville will attempt to accommodate, when appropriate, requests by LINK® System Subscribers to license these rights for use in the LINK® System.

FERC Docket: RP09-986-000

Fourth Revised Sheet No. 154 Fourth Revised Sheet No. 154

Superseding: Third Revised Sheet No. 154

GENERAL TERMS AND CONDITIONS (Continued)

- 29. DISPOSITION OF RETAINED OUANTITIES
  - 29.1 In the event that Saltville holds an auction for Gas quantities retained pursuant to Section 9 of Rate Schedule FSS, Sections 2 and 8 of Rate Schedules ISS and IPS or Section 4.14(b) of the General Terms and Conditions, Saltville shall post a notice of such auction on the LINK® System at least three (3) Business Days prior to the date on which bids will be accepted. Such notice shall specify the quantity of Gas to be auctioned, the date on which the bids will be accepted, and the evaluation method that will be used to determine the highest bid. Saltville shall accept bids only during the time period from 7:00 A.M. CT until 11:00 A.M. CT on the Business Day that bids are due. Saltville shall award the quantities to the Customer submitting the highest bid, and shall notify such Customer prior to 4:00 P.M. CT of the same day on which Saltville accepts bids; provided, however, Saltville reserves the right to reject all bids. When the Gas is purchased at auction, Customer purchasing the Gas quantities must provide identification of the existing storage service agreement with Saltville under which Customer shall store such Gas quantities in Saltville's facilities.
  - 29.2 The proceeds from the auction for Gas quantities retained pursuant to Section 4.14(b) of the General Terms and Conditions shall be credited as described in such Section 4.14(b).
  - 29.3 Saltville shall credit the net proceeds received from the auction for Gas quantities retained pursuant to Section 9 of Rate Schedule FSS and Sections 2 and 8 of Rate Schedules ISS and IPS to all Customers that did not have Gas sold during the subject auction ("Qualifying Customer") based on the ratio of the total charges paid by each Qualifying Customer for service to the total amount of such charges paid by all Qualifying Customers during the Month in which the auction of the Gas occurred. For the purposes of this section, the term "net proceeds" shall mean the total proceeds received from the auction less the accumulated charges pursuant to the applicable Rate Schedule for the agreement held by the Customer winning the bid.

Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31 of each year and will be included on the Qualifying Customers' invoice for the Month following the date of the final Commission order approving Saltville's penalty disbursement report; provided, however, that Saltville will calculate and include such credits on Qualifying Customers' invoices for a period shorter than twelve Months in the event and to the extent that the total accumulated amount of penalty revenue collected pursuant to this Section 29 by Saltville as of the end of any Month exceeds \$1,000,000. Saltville will file a penalty disbursement report within sixty (60) days of July 31 or sixty (60) days after the end of the Month in which the revenue collected exceeds \$1,000,000. Any penalty revenue credited to Qualifying Customers pursuant to this section shall include interest calculated in accordance with Section 154.501(d) of the Commission's regulations.

FERC Docket: RP07-481-000

Original Sheet No. 154A Original Sheet No. 154A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

## 30. OFF-SYSTEM PIPELINE CAPACITY

From time to time, Saltville may enter into service agreements with other interstate or intrastate pipeline companies ("off-system pipeline"). In the event that Saltville acquires capacity on an off-system pipeline, Saltville will use such capacity for operational reasons and will only render service to Customers on the acquired capacity pursuant to Saltville's FERC Gas Tariff and subject to Saltville's rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 30, the "shipper must have title" requirement is waived.

FERC Docket: RP10-627-000

Fourth Revised Sheet No. 155 Fourth Revised Sheet No. 155

Superseding: Third Revised Sheet No. 155

GENERAL TERMS AND CONDITIONS (Continued)

### 31. DISCOUNTING PROCEDURES

- 31.1 Any Customer desiring a discount of the Maximum Recourse Rates for service under Saltville's open-access rate schedules must submit a valid request for such discount pursuant to the procedures of this Section 31. To be considered a valid request, Customer must complete and submit a request for discount via the LINK® System, specifically including the information for all mandatory fields. Upon receipt of a valid request for a discount, Saltville will log such request and either grant or deny such request.
- 31.2 In the event that Saltville agrees to discount its Maximum Rates under Rate Schedules FSS, ISS, IPS and/or ILS, Saltville and Customer may agree to the types of discounts specified herein without such discounts constituting a material deviation from Saltville's pro forma service agreement. Saltville and Customer may agree that a specified discounted rate will apply: (i) only to specified quantities under the service agreement; (ii) only if specified quantities are achieved or only with respect to quantities below a specified level; (iii) only during specified periods of the year or for a specifically defined period; (iv) only to specified points, combination of points, zones, markets, transportation paths or other defined geographic area(s); (v) only to reserves committed by Customer; (vi) only in a specified relationship to the quantities actually injected, withdrawn, stored, parked or loaned (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually injected, withdrawn, stored, parked or loaned); (vii) so that the applicable rate may be adjusted in the following manner: when one rate component, which was equal to or within the applicable Maximum and Minimum Recourse Rates at the time Customer received the Discount Confirmation pursuant to Section 31.4 below specifying the terms of the discount, subsequently exceeds the applicable Maximum Recourse Rate or is below the applicable Minimum Recourse Rate, so that such rate component must be adjusted downward or upward to equal the new applicable Maximum or Minimum Recourse Rate, then other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, so long as none of the resulting rate components exceed the Maximum Recourse Rate or are below the Minimum Recourse Rate applicable to the rate component (such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised Rate Statements; however, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable); and/or (viii) based upon published index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points for price determination (such discounted rate may be based upon a single published index price or the differential between published index prices or arrived at by formula; provided that the discounted rate shall not change the underlying rate design, shall not include any minimum bill or minimum take obligation, and shall define the rate component to be discounted). Notwithstanding the foregoing, no discounted rate shall be less than the applicable Minimum Rate.
- 31.3 In the event that Saltville rejects Customer's request for a discounted rate, Saltville shall notify Customer via e-mail of the reason for such rejection.

FERC Docket: RP08-156-000

Second Revised Sheet No. 155A Second Revised Sheet No. 155A: Effective

Superseding: First Revised Sheet No. 155A

# GENERAL TERMS AND CONDITIONS (Continued)

- 31.4 The terms of any discount request granted by Saltville pursuant to this Section 31 shall be transmitted by e-mail to Customer in the form of a Discount Confirmation. The Discount Confirmation shall identify the applicable Customer's name, contract number, rate schedule, term of the discount, discount rate, applicable quantities, point(s) of receipt and delivery, and/or the segment being discounted. The Discount Confirmation may also include other information required for posting under the Commission's regulations and other conditions consistent with Section 31.2. No particular discount transaction shall be contractually binding on either Saltville or Customer until Saltville has confirmed the terms of the discount upon Saltville's e-mail to Customer of the Discount Confirmation for the transaction, subject to the underlying service agreement being fully executed. All discounts granted shall be effective no sooner than the beginning of the next Gas Day following the Gas Day on which the request is granted by Saltville. Once the Discount Confirmation is contractually binding, the Discount Confirmation will constitute an addendum to the underlying service agreement. Each such addendum is an integral part of the underlying service agreement as if executed by both parties and fully copied and set forth at length therein.
- 31.5 If Saltville's recourse rates are subject to refund at any time during the effectiveness of a Discount Confirmation, with respect to the applicable discounted rate, Customer shall be entitled to refunds of payments made by Customer only in the event that the final, non-appealable Maximum Recourse Rate, whether usage-based or reservation-based, as determined by the Commission for a given time period is lower than the rate actually paid by Customer during such time period. Subject to the condition precedent set forth in the immediately preceding sentence, Customer's principal refund amount shall be equal to (i) with respect to usage-based rates, the product of (aa) the positive difference between the final, non-appealable Maximum Recourse Rate and the discounted rate, and (bb) the usage quantities of Gas applicable to Customer, or for Customer's account, during the refund period; and (ii) with respect to reservation-based rates, the product of (cc) the positive difference between the final, non-appealable Maximum Recourse Rate and the discounted rate, (dd) the reservation billing determinant covered by the discounted rate, and (ee) the number of Months in the refund period (partial months shall be prorated for the number of Days in the Month that fall within the refund period and a discounted rate that is not a Monthly rate shall be adjusted for purposes of this calculation to reflect the Monthly equivalent of the rate).

FERC Docket: RP05-157-013

Third Revised Sheet No. 156 Third Revised Sheet No. 156 Superseding: Second Revised Sheet No. 156 GENERAL TERMS AND CONDITIONS (Continued) 32. NEGOTIATED RATES Saltville and Customer may mutually agree on a negotiated rate or rate formula with respect to rates, rate components, charges, or credits differing from the otherwise applicable recourse rate under Rate Schedules FSS, ISS, IPS and/or ILS. 32.1 Definition negotiated rate may be less than, equal to, or greater than the Maximum Recourse Rate and/or design other than straight fixed-variable; and may include a the Minimum Rate; may be a rate minimum quantity. A negotiated rate may utilize Gas commodity basis differential pricing mechanisms. The recourse rates will be available to any Customer that does not wish This Section 32 does not authorize the negotiation to negotiate a rate. 32.2 Limitations of terms and conditions of service. 32.3 Allocation of Capacity circumstances where allocation of capacity is determined by the rate by Under any by the rate being paid, a negotiated higher than the Maximum Recourse Rate will be deemed to be paying rate Customer paying a rate a rate equal to such Maximum Recourse Rate. 32.4 Bidding for Capacity provisions in Section 8 of Rate for bidding for capacity under the right of first refusal FERC Gas Tariff is the Maximum Recourse Rate. 32.5 Schedule FSS contained in this Except as expressly provided for in Section 4 of the General Terms Capacity Release and Conditions, the release of capacity under a negotiated rate agreement is capped at the however, the negotiated rate Customer will continue to be Maximum Recourse Rate; provided, obligated to pay Saltville the difference by which the negotiated rate exceeds the rate and a negotiated rate Customer may agree upon paid by the Replacement Customer. Saltville payment obligations and crediting mechanisms, which vary from or are different from those set forth in Saltville's capacity release provisions. 32.6 Accounting Treatment Saltville will establish a new sub-account to record the revenues received from any negotiated rate transactions and shall maintain supporting information at a level of detail that would be sufficient for Natural Gas Act Section 4 rate change filing purposes. Saltville volume transported, billing determinant, rate will keep separate and identifiable each component, surcharge, and revenue associated with a negotiated rate to permit filings in the form of Statements G, I, and J in future rate proceedings.

FERC Docket: RP10-627-000

Third Revised Sheet No. 157 Third Revised Sheet No. 157

Superseding: Second Revised Sheet No. 157

GENERAL TERMS AND CONDITIONS (Continued)

## 32.7 Filing Requirement

Saltville will file, prior to the commencement of service under a negotiated rate agreement, a Statement of Negotiated Rates reflecting the Customer's exact legal name, rate schedule, negotiated rate, the term of the negotiated rate, quantities, points of receipt and delivery to which the negotiated rate applies, the exact formula underlying a negotiated rate for any negotiated rate agreement, and any other rate-related terms that apply to the negotiated rate. Such Statement of Negotiated Rates also affirms that actual negotiated rate agreements do not deviate in any material respect from the form of service agreements.

## 32.8 Documentation

Any negotiated rate agreed to by Saltville and Customer pursuant to this Section 32 shall be implemented by Saltville's completion of a pro forma Statement of Negotiated Rates with the applicable negotiated rate-related provisions as described herein. Saltville shall tender such pro forma Statement of Negotiated Rates to Customer together with a transmittal letter for counter-execution by Customer, which transmittal letter shall have the sole purpose of memorializing Saltville's and Customer's mutual agreement to the rate-related provisions reflected on such attached pro forma Statement of Negotiated Rates. After execution by both Saltville and Customer, Saltville shall file a Statement of Negotiated Rates with the Commission which shall contain rate-related provisions identical to the rate- related provisions reflected on the pro forma Statement of Negotiated Rates agreed to by Saltville and Customer. Any negotiated rate agreed to pursuant to this Section 32 shall become effective only after acceptance by the Commission; prior to such date the rate applicable to any such service shall be the Maximum Recourse Rate.

## 32.9 Effect of Negotiated Rate

Customer, by agreeing to a negotiated rate, acknowledges that the otherwise generally applicable Maximum Recourse Rate(s) shall not apply or be available to Customer for service under the applicable service agreement during the period for which the negotiated rate is effective, notwithstanding any adjustment to such generally applicable Maximum Recourse Rate(s) which may become effective during the period for which the negotiated rate is effective. If, at any time during the period for which the negotiated rate is effective, Saltville is collecting its effective Maximum Recourse Rate(s) subject to refund under Section 4 of the Natural Gas Act, Saltville shall have no refund obligation to Customer even if the final Maximum Recourse Rate(s) are reduced to a level below the negotiated rate. Customer's right to receive credits relating to Saltville's penalty revenue or other similar revenue, if any, applicable to service on Saltville's system shall be governed by Saltville's FERC Gas Tariff and any applicable Commission orders and/or regulations.

FERC Docket: RP10-627-000

Third Revised Sheet No. 158 Third Revised Sheet No. 158

Superseding: Second Revised Sheet No. 158

# GENERAL TERMS AND CONDITIONS (Continued)

- 33. CONSTRUCTION OF NEW RECEIPT OR DELIVERY FACILITIES
  - 33.1 All requests for new interconnections must be made in writing. A party requesting the new interconnection shall reimburse Saltville or cause Saltville to be reimbursed for any and all reasonable costs and expenses incurred in constructing, establishing or modifying the facilities required to establish a new interconnection on existing facilities for receipt or delivery of Gas hereunder. In the alternative, the party requesting the interconnection may perform the construction at its own cost in compliance with Saltville's technical requirements. In addition to the above requirements, Saltville will agree to construct a new interconnection or modify an existing interconnection on the following terms:
    - (a) The construction of the new interconnection will not create any significant operational problems for Saltville;
    - (b) The proposed interconnection will not adversely affect the rendition of existing service or adversely alter the operation of the pipeline system;
    - (c) The new interconnection must be at a mutually agreeable location on the Saltville system; provided, however, that Saltville may not deny a Customer's request for specific placement of the interconnection without adequate operational, environmental, or legal justification;
    - (d) In order to properly and prudently design and size the new interconnection, Saltville must be provided with reasonable and reliable data concerning the interconnecting facilities, including delivery pressures, and anticipated hourly, daily, monthly and annual volume levels of the service that supports the new interconnection and such other data as is reasonably required to construct the interconnection facility;
    - (e) The new interconnection must not result in any minimum pressure receipt or delivery requirement by Saltville unless Saltville agrees otherwise, such agreement shall not be unreasonably withheld, and Saltville shall not be responsible for any downstream parties' facilities, the operation or maintenance of such facilities, or the delivery of any unauthorized volumes to the facilities;
    - (f) The service supporting the interconnection as well as the construction of the new facilities must conform to the provisions of Saltville's currently effective FERC Gas Tariff, as well as applicable regulatory requirements;
    - (g) The proposed interconnection must not cause Saltville to be in violation of any applicable environmental or safety laws or regulations with respect to the facilities required to establish an interconnection with Saltville's existing facilities; and
    - (h) The proposed interconnection must not cause Saltville to be in violation of its right-of-way agreements or any other contractual obligations with respect to the interconnection facilities.

FERC Docket: RP08-156-000

Second Revised Sheet No. 159 Second Revised Sheet No. 159: Effective

Superseding: First Revised Sheet No. 159

# GENERAL TERMS AND CONDITIONS (Continued)

- 33.2 Except as provided in Section 33.4 herein, Customer shall reimburse Saltville for (a) the costs of any facilities installed by Saltville with Customer's consent to receive, measure, store or deliver natural Gas for Customer's account and (b) any and all filings and approval fees required in connection with Customer's service agreement that Saltville is obligated to pay to the Commission or any other governmental authority having jurisdiction.
- 33.3 Any reimbursement due Saltville by Customer pursuant to Sections 33.1 or 33.2 shall be due and payable to Saltville within ten (10) days of receipt by Customer of Saltville's bill(s) for same; provided, however, subject to Saltville's consent, such reimbursement, plus carrying charges thereon, may be amortized over a mutually agreeable period not to extend beyond the primary contract term of the service agreement between Saltville and Customer. Carrying charges shall be computed utilizing interest factors acceptable to both Saltville and Customer.
- 33.4 Saltville may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 33.2 for Rate Schedules FSS, ISS, IPS and ILS if Customer provides Saltville adequate assurances to make construction of the facilities economical to Saltville. requests for waiver shall be handled by Saltville in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, Saltville will evaluate projects on the basis of various economic criteria, which will include the estimated cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues Saltville estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Saltville. In estimating the revenues to be generated, Saltville will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the capacity, the Interruptible versus the firm nature of the service, and other similar factors which impact whether the available capacity will actually be utilized.

Effective Date: 11/22/2004 Status: Effective

FERC Docket: CP04- 14-002

Original Sheet No. 160 original Sheet No. 160: Effective

GENERAL TERMS AND CONDITIONS (Continued)

## 34. LIMITATION OF LIABILITY OF MEMBERS AND OPERATOR

Saltville is a Virginia limited liability company; therefore, Customer shall have no recourse against any member of Saltville with respect to Saltville's obligations under any Agreement and Customer's sole recourse shall be against the assets of Saltville, irrespective of any failure to comply with applicable law or any provision of any Agreement. No claim shall be made against the company operating the business and physical operations of Saltville or its members or the officers, employees, and agents of operator or its members (collectively "Operator"), under or in connection with any Agreement and the performance by Operator of its duties as Operator (provided that this provision shall not bar claims resulting from the gross negligence or willful misconduct of the Operator). Customer shall provide the Operator with a waiver of subrogation of Customer's insurance company for all such claims.

FERC Docket: RP10-627-000

Second Revised Sheet No. 161 Second Revised Sheet No. 161

Superseding: First Revised Sheet No. 161

GENERAL TERMS AND CONDITIONS (Continued)

#### 35. FUEL REIMBURSEMENT

Fuel Reimbursement constitutes payment in-kind to Saltville by Customer of quantities of Gas retained by Saltville for services rendered under Rate Schedules FSS, ISS, IPS and ILS in compensation for Gas used as fuel, lost and unaccounted for quantities required for the operation and maintenance of Saltville's Gas storage facilities. Fuel Reimbursement for injection service shall be calculated as the product of the applicable Fuel Reimbursement Percentage multiplied by the quantity of gas received by Saltville for injection. The calculated Fuel Reimbursement quantity shall be retained by Saltville and the balance shall added to Customer's Storage Inventory. Fuel Reimbursement for withdrawal service shall be calculated as the product of the applicable Fuel Reimbursement Percentage multiplied by the quantity of gas withdrawn from Customer's Storage Inventory. The calculated Fuel Reimbursement quantity shall be retained by Saltville and the balance shall be delivered to Customer. The applicable Fuel Reimbursement Percentages are reflected on the applicable Rate Statements, herein.

Effective Date: 11/22/2004 Status: Effective FERC Docket: CP04- 14-002

**Sheet Nos. 162 - 199** Sheet Nos. 162 - 199 : Effective

Sheet Nos. 162 through 199 have been reserved for future use.

FERC Docket: RP10-627-000

Fifth Revised Sheet No. 200 Fifth Revised Sheet No. 200 Superseding: Fourth Revised Sheet No. 200

## FORM OF SERVICE AGREEMENTS

## INDEX

Description/Title	Sheet No.
Firm Storage Service Agreement (for use under Rate Schedule FSS)	201
Interruptible Service Agreement (for use under Rate Schedules ISS, IPS and ILS)	211
Capacity Release Umbrella Agreement	221
Service Agreement for the LINK® System	231

Effective Date: 01/01/2009 Status: Effective FERC Docket: RP09-96-000

First Revised Sheet No. 200A First Revised Sheet No. 200A Superseding: Original Sheet No. 200A

FERC Docket: RP10-627-000

CUSTOMER:

Fourth Revised Sheet No. 201 Fourth Revised Sheet No. 201 Superseding: Third Revised Sheet No. 201

FORM OF SERVICE AGREEMENT

			FOR RATE SCH	HEDULE FS	SS		
	Date:				Contract No	·	
	s AGREEMENT . Saltville") a		oy and between SAI		GAS STORAGE COM ("Customer").	MPANY L.L.C.,	
	consideration ree as follow		s and of the mutua	al covena	ants herein com	ntained, the pa	rties do
L.	Agreement p	ursuant to Saltvi	and Customer agre ille's Rate Schedu re incorporated he	ıle FSS a	ind the General	l Terms and Con	ditions of
2.	Daily Injec applicable	tion Quantity ("N to service under	y ("MSQ"), Maximum MDIQ") and the Pri this Agreement ar s agreement and is	lmary Poi re listed	nt(s) of Rece l on Exhibit A	ipt and Deliver	У
3.	("Primary Tone year, tiautomatical Customer, or written not expiration in accord w governmenta authorizes date permit Agreement n. the General	hen the contract ly roll-over for ne year prior to ice to Saltville of the then curre ith Section 8 of 1 body having jurabandonment of suted by the Commisecessary to corre Terms and Condit	however, that if shall remain in fadditional five y the expiration of of either (1) its ent term or (2) it Rate Schedule FSS risdiction over thach service, this est or cash-out imprise of Saltville al such time as su	the Prime force and year increase intent is desired. Provine service Agreemen er govern abalances e's FERC	d effect and the sements ("Secondary Term or a to terminate to exercise and further, and the shall terminal body. It is a to the shall terminal between the shall terminal bet	f a duration of the contract term oddary Term") und Secondary Terthe contract upits right-of-fifthe Commissionate on the aba Any portions of greement as regall survive the	m will less m, provides on rst-refusal on or other Agreement ndonment f this uired by
1.	except duri: Saltville h the Discoun negotiated Rates filed agreed that body at any the applica: Saltville s Natural Gas may have un	ng the specified ave agreed. Prove the Confirmation parate and term shaws, with the consert Saltville may settime and from the Confirmation of the	fees shall be app term of a discour visions governing rovided to Custome all be as specified at of Customer, as seek authorization time to time to cha e and General Term ght to place such ontained herein sh Gas Act, including ention or otherwis	nted or r such dis er by Sal ed on an s part of from the annge any ms and Co changes mall be of the rig	degotiated rate scounted rate strille. Provide appropriate Sistematical strille's sistemati	e to which Cust shall be as spe isions governin tatement of Neg Tariff. It is nd/or other app s or other provaltville's Tariaccordance with eny Customer an pate fully in r	omer and cified in g such otiated further ropriate isions in ff, and the y rights it ate or
5.	applicable addresses of	address below or	n the Tariff, all transmitted via f lon below by writt	facsimile	e. Customer o	r Saltville may	change the
	SALTVILLE:						

FERC Docket: RP09-96-000

Third Revised Sheet No. 202 Third Revised Sheet No. 202

Superseding: Second Revised Sheet No. 202

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FSS
(Continued)

- 6. The interpretation and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Virginia without recourse to the law regarding the conflict of laws. This Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.
- 7. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below, if applicable:

[None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:	SALTVILLE GAS STORAGE COMPANY I	i.L.C
Ву:	By:	
Title:		
Date:	Date:	

FERC Docket: RP06-373-000

First Revised Sheet No. 203 First Revised Sheet No. 203 : Effective Superseding: Original Sheet No. 203

FERC Docket: RP09-953-000 Eighth Revised Sheet No. 204 Eighth Revised Sheet No. 204 Superseding: Seventh Revised Sheet No. 204 Exhibit A dated \_\_\_\_\_\_ to the Firm Storage Service Agreement dated) \_\_\_\_\_ between Saltville Gas Storage Company L.L.C. (Saltville) \_\_\_\_\_ (Customer) I. Primary Point(s) of Receipt: Meter Number MDRO Description County II. Primary Point(s) of Delivery: Meter MDDO Description County Number State III. Service Levels 1. Quantities: Maximum Storage Quantity (MSQ): \_\_\_\_\_ Dth
Maximum Daily Injection Quantity (MDIQ): \_\_\_\_ Dth/Day
Maximum Daily Withdrawal Quantity (MDWQ): \_\_\_\_ Dth/Day [ The following applies only if the MSQ, MDIQ and MDWQ are in effect only during the Summer Season as permitted by Section 2.4 of Rate Schedule FSS: The MSQ, MDIQ and MDWQ are in effect only during the Summer Season, and, therefore, service hereunder will be provided only during the Summer Season. ] SIGNED FOR IDENTIFICATION: SALTVILLE: \_\_\_ CUSTOMER: \_\_ SUPERSEDES EXHIBIT A DATED \_\_\_

Effective Date: 10/01/2009 Status: Effective

Effective Date: 11/22/2004 Status: Effective FERC Docket: CP04- 14-002

**Sheet Nos. 205 - 210** Sheet Nos. 205 - 210 : Effective

Sheet Nos. 205 through 210 have been reserved for future use

FERC Docket: RP10-627-000

Fourth Revised Sheet No. 211 Fourth Revised Sheet No. 211

Superseding: Third Revised Sheet No. 211

FORM OF SERVICE AGREEMENT FOR RATE SCHEDULE ISS, ILS AND IPS (Interruptible Service Agreement)

		<u>-</u>	,	
	Date:		Contract No	<del></del>
	is AGREEMENT is entered into b Saltville") and		TVILLE GAS STORAGE COMPANY I	.L.C.,
	consideration of the premises ree as follows:	and of the mutua	l covenants herein contained	l, the parties do
1.	Saltville agrees to provide Agreement pursuant to Saltvi General Terms and Conditions reference and made a part he	ille's Rate Schedu s of Saltville's T	le ISS, ILS AND IPS, as appl	icable, and the
2.	The Maximum Storage, Park or Maximum Daily Injection/Park on Exhibit A attached hereto incorporated herein.	Quantity applica	ble to service under this Ag	greement are listed
3.	This Agreement shall be effer month to month basis until to written notice. Any portion under this Agreement as requested. Tariff shall survive the other been accomplished.	terminated by Salt as of this Agreeme aired by the Gener	$\overline{ ext{vil}}$ le or Customer upon at lend in the necessary to correct or call Terms and Conditions of S	east 30 days prior cash-out imbalances Saltville's FERC Ga
4.	Maximum rates, charges, and except during the specified Saltville have agreed. Provide Discount Confirmation prince the Discount Rate and term shared filed, with the conservagreed that Saltville may see body at any time and from the applicable Rate Schedule	term of a discountisions governing covided to Custome all be as specifie at of Customer, as seek authorization time to time to cha	ted or negotiated rate to whe such discounted rate shall he by Saltville. Provisions don an appropriate Statemen part of Saltville's Tariff. from the Commission and/or onge any rates, charges or other states of the state of th	nich Customer and be as specified in governing such at of Negotiated It is further ther appropriate ther provisions in

5. Unless otherwise required in the Tariff, all notices shall be in writing and mailed to the applicable address below or transmitted via facsimile. Customer or Saltville may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Saltville shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in

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part.

CUSTOMER:

FERC Docket: RP07-526-000

Third Revised Sheet No. 212 Third Revised Sheet No. 212: Effective

Superseding: Second Revised Sheet No. 212

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULES ISS, ILS AND IPS
(Interruptible Service Agreement)
(Continued)

- 6. The interpretation and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Virginia without recourse to the law regarding the conflict of laws. This Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules and regulations of duly constituted authorities having jurisdiction.
- 7. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below, if applicable:

[None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:	SALTVILLE GAS STORAGE COMPANY L.L.C.
Ву:	Ву:
Title:	Title:
Date:	Date:

FERC Docket: RP06-373-000

First Revised Sheet No. 213 First Revised Sheet No. 213 : Effective Superseding: Original Sheet No. 213

Fourth R	et: RP08-156-000 evised Sheet No. 2	<b>214</b> Fourth Revi	sed Shee	t No. 214 : Effec	tive
Supersedi	ng: Third Revised	Sheet No. 214			
	Ext to the Interrupti		reement	dated	
		betwe	een		<del></del>
	Saltville Ga	as Storage Comp	any L.L.	C. (Saltville)	
		and	l		
				_ (Customer)	
I.	Service Levels				
	1. Type of Service	: 	ISS - IPS - ILS -		rage
	2. Service Period:	: Start	Date:		
	3. Quantities:				
	Maximum Daily I Maximum Daily V	Injection/Retur	n Quanti	ty:	MMBtu/Day MMBtu/Day
SIGNED FO	R IDENTIFICATION:				
SALTVILLE	:				
CUSTOMER:					

SUPERSEDES EXHIBIT A DATED \_\_\_\_

Effective Date: 11/22/2004 Status: Effective FERC Docket: CP04- 14-002

**Sheet Nos. 215 - 220** Sheet Nos. 215 - 220 : Effective

Sheet Nos. 215 through 220 have been reserved for future use.

Effective Date: 11/22/2004 Status: Effective

FERC Docket: CP04- 14-002

Original Sheet No. 221 Original Sheet No. 221: Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS

This Umbrella Service Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (herein called "Replacement Customer"), and SALTVILLE GAS STORAGE COMPANY L.L.C., a Virginia limited liability company (herein called "Saltville"),

WITNESSETH:

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Customer and Saltville hereby agree as follows:

#### ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Customer to be on Saltville's approved bidder list for capacity releases and execute this Umbrella Service Agreement pursuant to Section 4 of Saltville's General Terms and Conditions, and this Umbrella Service Agreement is effective, Replacement Customer may bid from time to time on proposed capacity releases under Rate Schedule FSS pursuant to the procedure set forth in Section 4 of Saltville's General Terms and Conditions. If at any time a bid submitted by Replacement Customer is accepted by Saltville with respect to a given capacity release, Saltville will promptly finalize the appropriate Addendum to this Umbrella Service Agreement, in the format attached hereto. The parties agree that each Addendum is an integral part of this Umbrella Service Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto. Upon finalization of such Addendum, Replacement Customer and Saltville agree that Replacement Customer shall be considered for all purposes as a Customer with respect to the released service.

Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of Saltville's Rate Schedule FSS Saltville agrees to provide the released service for Replacement Customer under Rate Schedule FSS, provided however, the Replacement Customer qualified under the financial evaluation and credit appraisal requirements set forth in Section 3 of Saltville's General Terms and Conditions at the time it submitted the bid Saltville accepted with respect to such release.

Replacement Customer hereby agrees to promptly provide any information necessary for Saltville to reevaluate Saltville's credit appraisal as contemplated by Section 3 of Saltville's General Terms and Conditions and to advise Saltville of any material change in the information previously provided by the Replacement Customer to Saltville.

Effective Date: 11/22/2004 Status: Effective

FERC Docket: CP04- 14-002

Original Sheet No. 222 Original Sheet No. 222: Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS
(Continued)

## ARTICLE II TERM OF AGREEMENT

The term of this Agreement shall commence on	and shall
continue in force and effect until ar	nd
to thereafter unless this Umbrella	Service Agreement
is terminated as hereinafter provided. If Saltville de	etermines at
anytime that Replacement Customer fails to meet the fir	nancial standards
or credit criteria of Section 3 of the General Terms ar	nd Conditions,
Saltville may terminate this agreement and all Addenda	attached hereto
prospectively in accordance with Section 3 of the Gener	ral Terms and
Conditions	

# ARTICLE III RATE SCHEDULES

This Umbrella Service Agreement does not have separate terms and conditions for particular services, but only provides a means for a Replacement Customer to utilize a service subject to the applicable provisions of the relevant Service Agreement and the terms and conditions for Rate Schedule FSS by finalization of a copy of an Addendum attached hereto and fully incorporated herein as a part of this Umbrella Service Agreement.

Replacement Customer agrees that Saltville shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Umbrella Service Agreement (b) the terms and conditions of this Umbrella Service Agreement, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to this Umbrella Service Agreement. Saltville agrees that the Replacement Customer may protest or contest the aforementioned filings, and the Replacement Customer does not waive any rights it may have with respect to such filings.

FERC Docket: RP07-526-000

Second Revised Sheet No. 223 Second Revised Sheet No. 223: Effective

Superseding: First Revised Sheet No. 223

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS
(Continued)

# ARTICLE IV ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of this FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Umbrella Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Saltville: Saltville Gas Storage Company L.L.C.

Attn: Marketing Department 5400 Westheimer Court Houston, Texas 77056-5310

(b) Replacement Customer:

or such other address as either party shall designate by formal written

# ARTICLE V INTERPRETATION

The interpretation and performance of this Umbrella Service Agreement shall be in accordance with the laws of the Commonwealth of Virginia, without recourse to the law governing conflict of laws.

This Umbrella Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

Effective Date: 11/22/2004 Status: Effective

FERC Docket: CP04- 14-002

Original Sheet No. 224 Original Sheet No. 224: Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS
(Continued)

ARTICLE VI
RELATIONSHIP BETWEEN REPLACEMENT CUSTOMER
AND RELEASING CUSTOMER

The parties recognize that, pursuant to Commission orders, Releasing Customer may require that the Replacement Customer agree that a breach of this Umbrella Service Agreement, including a failure to pay, or to pay timely, by Replacement Customer under this Agreement, constitutes a breach of contract as between Replacement Customer and Releasing Customer. The existence of such an agreement will be indicated on the appropriate Addendum to this Umbrella Service Agreement. If Replacement Customer fails to pay Saltville, fails to timely pay Saltville, or otherwise breaches this Umbrella Service Agreement with Saltville: both Replacement Customer and Releasing Customer (except to the extent otherwise provided in Section 4 of the General Terms and Conditions and except with respect to penalties attributable to Replacement Customer's conduct) shall be liable to Saltville for such failure to pay or breach (it being understood that nothing in this Article VI relieves Releasing Customer from responsibility to pay Saltville in accordance with its service agreements with Saltville) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay Saltville or otherwise perform, Releasing Customer may have a cause of action for breach against Replacement Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Umbrella Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

Ву		
ATTEST:		
Ву		

ATTEST:

SALTVILLE GAS STORAGE COMPANY L.L.C.

Effective Date: 11/22/2004 Status: Effective FERC Docket: CP04- 14-002

 $\textbf{Original Sheet No. 225} \; \texttt{Original Sheet No. 225} \; : \quad \texttt{Effective}$ 

FORM OF SERVICE AGREEMENT FOR CAPACITY RELEASE UMBRELLA AGREEMENT UNDER RATE SCHEDULE FSS (Continued)

			,	,			
				ville Addend	dum Contra		
		Ca	apacity Rele	ease Umbrell	.a Agreeme	ent No.:	
			Addendum N Capacity R Rate Sched	Release			
Replace	ement Custon	ner:					_
Releasi	ng Customer	:					_
Releasi	ng Customer	's Contract	No.:				
Begin [	Date of Rele	ease:					
End Dat	e of Releas	se:					
Patos:	[Reservati	onl					
nates.	-						
	Injection	ervation Char Reservation Reservation	Charge	\$ \$	 		
	Descriptio	on				Rate	
						\$_ \$_	<del></del>
Volume	Commitment			(Dth/E	Billing Pe	eriod)	
	Maximum St	orage Quanti	ity (MSQ):			(Dth)	
	Maximum Da	aily Injectio	on Quantity	(MDIQ):		(Dth)	
	Maximum Da	aily Withdrav	val Quantity	(MDWQ):		(Dth)	
Specifi	c Primary F	Point(s) of F	Receipt:				
	M&R# MDI	Q Effecti	ive From Eff	ective To			
Specifi	c Primary P	oint(s) of I	Delivery:				
	M&R# MDW	IQ Effecti	ive From Eff	ective To			

Effective Date: 11/22/2004 Status: Effective

FERC Docket: CP04- 14-002

Original Sheet No. 226 Original Sheet No. 226: Effective

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULE FSS
(Continued)

(Continued)
Deal No.: Saltville Addendum Contract No.:
Capacity Release Umbrella Agreement No.:
Addendum No(cont'd)  Capacity Release  Rate Schedule FSS
Is this capacity subject to right of recall? Yes No
Recall Conditions (if applicable):
Are there any restrictions on released capacity? Yes No
Restrictions (if applicable):
Was Saltville's default bid evaluation criteria used? Yes No
Evaluation Criteria (if applicable):
Were contingent bids accepted? Yes No
Contingency comments (if applicable):
Other Terms and Conditions of Release: [e.g., restrictions on release, t party agent and terms of third party agency relationship, and agreements between Replacement Customer and Releasing Customer]

This Addendum, entered into, pursuant to Saltville's capacity release program and to the executed Umbrella Service Agreement between Saltville and the Replacement Customer, is heretofore made a part of and subject to the aforementioned Umbrella Service Agreement.

Effective Date: 11/22/2004 Status: Effective FERC Docket: CP04- 14-002

**Sheet Nos. 227 - 230** Sheet Nos. 227 - 230 : Effective

Sheet Nos. 227 through 230 have been reserved for future use.

FERC Docket: RP09-1057-000

Third Revised Sheet No. 231 Third Revised Sheet No. 231

Superseding: Second Revised Sheet No. 231

FORM OF SERVICE AGREEMENT FOR THE LINK® SYSTEM

This LINK® System Agreement, exec	cuted this day of ,	
, by and between	, (Service Requester	
Proprietary Number ) (hereaf	ter referred to as "LINK® System	
Subscriber"), and ALGONQUIN GAS TRANS	SMISSION, LLC; EAST TENNESSEE NATURAL GAS	3,
LLC; EGAN HUB STORAGE, LLC; MOSS BLUF	FF HUB, LLC; OZARK GAS TRANSMISSION,	
L.L.C.; SALTVILLE GAS STORAGE COMPANY	Y L.L.C.; and TEXAS EASTERN TRANSMISSION,	,
LP (whether one or more, hereafter re	eferred to as "Pipeline"), witnesseth tha	аt
for and in consideration of the mutua	al covenants and provisions herein	
contained and subject to all of the t	terms, provisions and conditions herein	
set forth, LINK® System Subscriber an	nd Pipeline do hereby agree as follows:	

### ARTICLE I SCOPE OF AGREEMENT

- a. Pipeline shall make available for use by LINK® System Subscriber Pipeline's computerized electronic communication system, the LINK® Customer Interface System ("LINK® System"), to perform such functions as may be available on the LINK® System from time to time.
- b. Use of the LINK® System is subject to Pipeline's General Terms and Conditions or Statement of General Terms and Standard Operating Conditions, as applicable, as well as the provisions of any Rate Schedule, Contract and/or Service Agreement of the FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable, of the Pipeline with whom the LINK® System Subscriber is interacting to carry out the LINK® System transactions, as set forth in said Pipeline's currently effective FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable, as effective from time to time, and which are hereby incorporated by reference.
- c. LINK® System Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and to make changes effective in (a) the rates and charges applicable to service pursuant to this LINK® System Agreement; and (b) any provision of Pipeline's FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable, related to this LINK® System Agreement. Pipeline agrees that LINK® System Subscriber may protest or contest the aforementioned filings, and LINK® System Subscriber does not waive any rights it may have with respect to such filings.

## ARTICLE II TERM

The term of this LINK® System Agreement shall commence on the date of execution hereof and shall continue in full force and effect on a month to month basis until terminated by Pipeline or LINK® System Subscriber, within thirty days prior written notice of such termination.

FERC Docket: RP09-349-000

Third Revised Sheet No. 232 Third Revised Sheet No. 232

Superseding: Second Revised Sheet No. 232

FORM OF SERVICE AGREEMENT FOR THE LINK® SYSTEM (Continued)

ARTICLE III
ADDRESSES

Except as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff or Pipeline's Statement of General Terms and Standard Operating Conditions, as applicable, any notice, request, demand, statement, bill or payment pursuant to this LINK® System Agreement shall be in writing and shall be considered as duly delivered when received online via the LINK® System, or when received as registered, certified, or regular mail at the address of the parties hereto, as the case may be, as follows:

(a) Pipeline: Spectra Energy Transmission

Attn: LINK® Services, Room WO 3I-32

5400 Westheimer Court P.O. Box 1642 Houston, TX 77251-1642

(b) LINK® System Subscriber:

[The address LINK® System Subscriber shall designate by submitting the on-line Contact Information as discussed in the Electronic Communications section of the General Terms and Conditions of the relevant Pipeline's FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable.]

ARTICLE IV INTERPRETATION

The interpretation and performance of this LINK® System Agreement shall be in accordance with the laws of the State of Texas without recourse to the law governing conflicts of law.

This LINK® System Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter hereof, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

 $\begin{array}{c} \text{ARTICLE V} \\ \text{AGREEMENTS BEING SUPERSEDED} \end{array}$ 

When this LINK® System Agreement becomes effective, it shall supersede any LINK® System Agreements between the parties hereto with an earlier execution date.

FERC Docket: RP09-1057-000

Second Revised Sheet No. 233 Second Revised Sheet No. 233

Superseding: First Revised Sheet No. 233

FORM OF SERVICE AGREEMENT FOR THE LINK® SYSTEM (Continued)

IN WITNESS WHEREOF, the parties hereto have caused this LINK® System Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

ALGONQUIN GAS TRANSMISSION, LLC EAST TENNESSEE NATURAL GAS, LLC EGAN HUB STORAGE, LLC MOSS BLUFF HUB, LLC OZARK GAS TRANSMISSION, L.L.C. SALTVILLE GAS STORAGE COMPANY L.L.C.

TEXAS EASTERN TRANSMISSION, LP by its General Partner Spectra Energy Transmission Services, LLC

By:

Title:

Signature

LINK® System Subscriber

By:

Title:

Signature

FERC Docket: RP07-526-000

**Sheet Nos. 234 - 240** Sheet Nos. 234 - 240 : Effective

Sheet Nos. 234 through 240 have been reserved for future use.

FERC Docket: RP06-373-000

Second Revised Sheet No. 241 second Revised Sheet No. 241 : Effective Superseding: First Revised Sheet No. 241

FERC Docket: RP06-373-000

First Revised Sheet No. 242 First Revised Sheet No. 242 : Effective Superseding: Original Sheet No. 242

FERC Docket: RP06-373-000

First Revised Sheet No. 243 First Revised Sheet No. 243 : Effective Superseding: Original Sheet No. 243

Effective Date: 11/22/2004 Status: Effective FERC Docket: CP04- 14-002

Sheet Nos. 244 - 250 Sheet Nos. 244 - 250 : Effective

Sheet Nos. 244 through 250 have been reserved for future use.

FERC Docket: RP08-156-000

First Revised Sheet No. 251 First Revised Sheet No. 251 : Effective Superseding: Original Sheet No. 251

INDEX OF FIRM CUSTOMERS

In accordance with Section 284.13(c) of the Commission's Regulations, Saltville maintains an index of firm Customers on its Internet Web site in a downloadable format.

Effective Date: 11/22/2004 Status: Effective FERC Docket: CP04- 14-002

**Sheet Nos. 252 - 300** Sheet Nos. 252 - 300 : Effective

Sheet Nos. 252 through 300 have been reserved for future use.