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Superseding: Original Sheet No. 0

FERC GAS TARIFF

SEVENTH REVISED VOLUME NO. 1

(Supersedes Texas Eastern Transmission Corporation  
Sixth Revised Volume No. 1)

of

TEXAS EASTERN TRANSMISSION, LP

FILED WITH

FEDERAL ENERGY REGULATORY COMMISSION

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**Fourth Revised Sheet No. 2** Fourth Revised Sheet No. 2

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**Second Revised Sheet No. 3** Second Revised Sheet No. 3

Superseding: First Revised Sheet No. 3

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FERC Docket: CP07- 20-001

**Second Revised Sheet No. 4** Second Revised Sheet No. 4 : Effective

Superseding: First Revised Sheet No. 4

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*FERC Docket: CP07- 20-001*

**First Revised Sheet No. 5** First Revised Sheet No. 5 : Effective  
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FERC Docket: GT01- 15-000

**Original Sheet No. 6** Original Sheet No. 6 : Effective

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**Sheet Nos. 7 - 9** Sheet Nos. 7 - 9 :    Effective

Sheet Nos. 7 - 9 are  
being reserved for future use

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*FERC Docket: RP10-53-000*

**Second Revised Sheet No. 10** Second Revised Sheet No. 10

Superseding: Sub First Revised Sheet No. 10

PRELIMINARY STATEMENT

This Federal Energy Regulatory Commission (FERC) Gas Tariff is filed by Texas Eastern Transmission, LP (Texas Eastern) in compliance with Part 154, Subchapter E, Chapter 1, Title 18, of the Code of Federal Regulations and in compliance with Order No. 636 of the FERC. This FERC Gas Tariff reflects the unbundling of services in compliance with Order No. 636 and sets forth the terms and conditions of the transportation and storage services rendered by Texas Eastern. Texas Eastern is a Natural Gas company engaged in the business of transporting and storing Natural Gas in interstate commerce under authorization granted by and subject to the jurisdiction of the FERC.

The facilities owned and operated by Texas Eastern consist of a pipeline system which extends (1) from the State of Texas through the States of Louisiana, Arkansas, Missouri, Illinois, Indiana, Ohio, West Virginia, Pennsylvania and New Jersey to the State of New York, (2) from the State of Mississippi through the States of Alabama, Tennessee, Kentucky and Ohio to the State of Pennsylvania; and which includes storage fields in Maryland and Pennsylvania.

The transportation and storage of Natural Gas is undertaken by Texas Eastern only under written contract acceptable to Texas Eastern after consideration of its commitments to others, delivery capacity and other factors deemed pertinent by Texas Eastern. If any such contract is to become operative only upon performance of certain precedent conditions, Texas Eastern reserves the right to require a separate written agreement specifying the conditions which must be satisfied before the contract for the transportation and/or storage of Natural Gas becomes operative.

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

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**Original Sheet No. 10A** Original Sheet No. 10A

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*Effective Date: 06/01/2008    Status: Effective*

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**Second Revised Sheet No. 11** Second Revised Sheet No. 11 : Pending

Superseding: First Revised Sheet No. 11

MAPS

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**Second Revised Sheet No. 12** Second Revised Sheet No. 12 : Pending

Superseding: First Revised Sheet No. 12

MAPS

*Effective Date: 06/01/2008    Status: Effective*

*FERC Docket: RP08-348-000*

**Second Revised Sheet No. 13** Second Revised Sheet No. 13 : Pending

Superseding: First Revised Sheet No. 13

MAPS



*Effective Date: 06/01/2008    Status: Effective*

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**Second Revised Sheet No. 14** Second Revised Sheet No. 14 : Pending

Superseding: First Revised Sheet No. 14

MAPS

*Effective Date: 06/01/2008    Status: Effective*

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**Second Revised Sheet No. 15** Second Revised Sheet No. 15 : Pending

Superseding: First Revised Sheet No. 15

MAPS

*Effective Date: 06/01/2008    Status: Effective*

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**Second Revised Sheet No. 16** Second Revised Sheet No. 16 : Pending

Superseding: First Revised Sheet No. 16

MAPS

*Effective Date: 06/01/2008    Status: Effective*

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**Second Revised Sheet No. 17** Second Revised Sheet No. 17 : Pending

Superseding: First Revised Sheet No. 17

MAPS

*Effective Date: 06/01/2008    Status: Effective*

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**Second Revised Sheet No. 18** Second Revised Sheet No. 18 : Pending

Superseding: First Revised Sheet No. 18

MAPS

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**Sheet Nos. 19 - 23** Sheet Nos. 19 - 23

Sheet Nos. 19 - 23 are  
being reserved for future use.

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

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Effective Base Electric Power Cost Units	131

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Thirty-Third Revised Sheet No. 25** Thirty-Third Revised Sheet No. 25

Superseding: Thirty-Second Revised Sheet No. 25

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

CDS  
RESERVATION  
CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule CDS:

CDS RESERVATION CHARGE*			CDS RESERVATION	
\$/dth			CHARGE ADJUSTMENT	
			\$/dth	
ACCESS AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
STX-AAB	6.8120	0.0000	0.2240	0.0000
WLA-AAB	2.8280	0.0000	0.0930	0.0000
ELA-AAB	2.3750	0.0000	0.0781	0.0000
ETX-AAB	2.1890	0.0000	0.0720	0.0000
STX-STX	5.7400	0.0000	0.1887	0.0000
STX-WLA	5.8990	0.0000	0.1939	0.0000
STX-ELA	6.8160	0.0000	0.2241	0.0000
STX-ETX	6.8170	0.0000	0.2241	0.0000
WLA-WLA	2.0570	0.0000	0.0676	0.0000
WLA-ELA	2.8310	0.0000	0.0931	0.0000
WLA-ETX	2.8300	0.0000	0.0930	0.0000
ELA-ELA	2.3790	0.0000	0.0782	0.0000
ETX-ETX	2.1930	0.0000	0.0721	0.0000
ETX-ELA	2.3780	0.0000	0.0782	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	4.5870	0.0000	0.1508	0.0000
M1-M2	8.5650	0.0000	0.2816	0.0000
M1-M3	11.2800	0.0000	0.3708	0.0000
M2-M2	6.6330	0.0000	0.2181	0.0000
M2-M3	9.4860	0.0000	0.3119	0.0000
M3-M3	5.3710	0.0000	0.1766	0.0000

\* Reservation Charge reflects a storage surcharge of: 0.3200

PRE-INJECTION CREDIT APPLICABLE TO CUSTOMERS' RESERVATION CHARGE  
PURSUANT TO SECTION 2.4 OF RATE SCHEDULE CDS.

ALL ZONES  
\$/dth  
0.0053



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**Forty-Seventh Revised Sheet No. 26** Forty-Seventh Revised Sheet No. 26

Superseding: Forty-Sixth Revised Sheet No. 26

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

CDS  
USAGE  
CHARGES

ZONE RATE  
\$/dth

Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 - MAXIMUM							
from STX	0.0090	0.0098	0.0143	0.0143	0.0363	0.0726	0.0976
from WLA		0.0060	0.0105	0.0105	0.0325	0.0688	0.0938
from ELA			0.0089	0.0089	0.0309	0.0672	0.0922
from ETX				0.0089	0.0309	0.0672	0.0922
from M1					0.0220	0.0583	0.0833
from M2						0.0408	0.0655
from M3							0.0292
USAGE-1 - MINIMUM							
from STX	0.0048	0.0056	0.0100	0.0100	0.0278	0.0641	0.0891
from WLA		0.0018	0.0062	0.0062	0.0240	0.0603	0.0853
from ELA			0.0046	0.0046	0.0224	0.0587	0.0837
from ETX				0.0046	0.0224	0.0587	0.0837
from M1					0.0178	0.0541	0.0791
from M2						0.0366	0.0613
from M3							0.0250
USAGE-1 - BACKHAUL MAXIMUM							
from STX	0.0088						
from WLA	0.0096	0.0059					
from ELA	0.0140	0.0103	0.0087				
from ETX	0.0140	0.0103	0.0087	0.0087			
from M1	0.0358	0.0321	0.0305	0.0305	0.0218		
from M2	0.0720	0.0683	0.0667	0.0667	0.0580	0.0405	
from M3	0.0968	0.0931	0.0915	0.0915	0.0828	0.0651	0.0290
USAGE-1 - BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0273	0.0236	0.0220	0.0220	0.0176		
from M2	0.0635	0.0598	0.0582	0.0582	0.0538	0.0363	
from M3	0.0883	0.0846	0.0830	0.0830	0.0786	0.0609	0.0248
USAGE-2	0.0092	0.0092	0.0092	0.0092	0.0312	0.0675	0.0925
USAGE-3	0.1130	0.1130	0.1130	0.1130	0.2785	0.4456	0.5598

ALL ZONES  
\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

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**Twenty-Ninth Revised Sheet No. 27** Twenty-Ninth Revised Sheet No. 27

Superseding: Twenty-Eighth Revised Sheet No. 27

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

CDS

CAPACITY RELEASE  
CHARGES

RESERVATION CHARGE\*  
\$/dth

RESERVATION CHARGE ADJUSTMENT/  
VOLUMETRIC RESERVATION CHARGE\*  
\$/dth

ACCESS AREA	NON-			NON-		
	MILEAGE	MILEAGE	TOTAL	MILEAGE	MILEAGE	TOTAL
STX-AAB	4.1590	2.6530	6.8120	0.1367	0.0873	0.2240
WLA-AAB	1.3140	1.5140	2.8280	0.0432	0.0498	0.0930
ELA-AAB	0.9150	1.4600	2.3750	0.0301	0.0480	0.0781
ETX-AAB	0.8320	1.3570	2.1890	0.0274	0.0446	0.0720
STX-STX	3.0860	2.6540	5.7400	0.1015	0.0872	0.1887
STX-WLA	3.2430	2.6560	5.8990	0.1066	0.0873	0.1939
STX-ELA	4.1580	2.6580	6.8160	0.1367	0.0874	0.2241
STX-ETX	4.1590	2.6580	6.8170	0.1367	0.0874	0.2241
WLA-WLA	0.3980	1.6590	2.0570	0.0131	0.0545	0.0676
WLA-ELA	1.3130	1.5180	2.8310	0.0432	0.0499	0.0931
WLA-ETX	1.3120	1.5180	2.8300	0.0431	0.0499	0.0930
ELA-ELA	0.9160	1.4630	2.3790	0.0301	0.0481	0.0782
ETX-ETX	0.8330	1.3600	2.1930	0.0274	0.0447	0.0721
ETX-ELA	0.9150	1.4630	2.3780	0.0301	0.0481	0.0782
MARKET AREA						
M1-M1	1.9280	2.6590	4.5870	0.0634	0.0874	0.1508
M1-M2	5.9050	2.6600	8.5650	0.1941	0.0875	0.2816
M1-M3	8.6190	2.6610	11.2800	0.2834	0.0874	0.3708
M2-M2	3.9750	2.6580	6.6330	0.1307	0.0874	0.2181
M2-M3	6.8260	2.6600	9.4860	0.2244	0.0875	0.3119
M3-M3	2.7150	2.6560	5.3710	0.0893	0.0873	0.1766

\*Rates are exclusive of surcharges which can also be recovered.

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**Twenty-Eighth Revised Sheet No. 28** Twenty-Eighth Revised Sheet No. 28

Superseding: Twenty-Seventh Revised Sheet No. 28

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

CDS

CAPACITY RELEASE

CHARGES

\$/DTH

USAGE-1 RATE*	STX	WLA	ELA	ETX	M1	M2	M3
MILEAGE							
from STX	0.0048	0.0056	0.0100	0.0100	0.0278	0.0641	0.0891
from WLA		0.0023	0.0062	0.0062	0.0240	0.0603	0.0853
from ELA			0.0046	0.0046	0.0224	0.0587	0.0837
from ETX				0.0046	0.0224	0.0587	0.0837
from M1					0.0178	0.0541	0.0791
from M2						0.0366	0.0613
from M3							0.0250
NON-MILEAGE							
from STX	0.0042	0.0042	0.0043	0.0043	0.0085	0.0085	0.0085
from WLA		0.0037	0.0043	0.0043	0.0085	0.0085	0.0085
from ELA			0.0043	0.0043	0.0085	0.0085	0.0085
from ETX				0.0043	0.0085	0.0085	0.0085
from M1					0.0042	0.0042	0.0042
from M2						0.0042	0.0042
from M3							0.0042
TOTAL							
from STX	0.0090	0.0098	0.0143	0.0143	0.0363	0.0726	0.0976
from WLA		0.0060	0.0105	0.0105	0.0325	0.0688	0.0938
from ELA			0.0089	0.0089	0.0309	0.0672	0.0922
from ETX				0.0089	0.0309	0.0672	0.0922
from M1					0.0220	0.0583	0.0833
from M2						0.0408	0.0655
from M3							0.0292
USAGE-1 BACKHAUL RATE*	STX	WLA	ELA	ETX	M1	M2	M3
MILEAGE							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0273	0.0236	0.0220	0.0220	0.0176		
from M2	0.0635	0.0598	0.0582	0.0582	0.0538	0.0363	
from M3	0.0883	0.0846	0.0830	0.0830	0.0786	0.0609	0.0248
NON-MILEAGE							
from STX	0.0042						
from WLA	0.0042	0.0042					
from ELA	0.0043	0.0043	0.0043				
from ETX	0.0043	0.0043	0.0043	0.0043			
from M1	0.0085	0.0085	0.0085	0.0085	0.0042		
from M2	0.0085	0.0085	0.0085	0.0085	0.0042	0.0042	
from M3	0.0085	0.0085	0.0085	0.0085	0.0042	0.0042	0.0042
TOTAL							
from STX	0.0088						
from WLA	0.0096	0.0059					
from ELA	0.0140	0.0103	0.0087				
from ETX	0.0140	0.0103	0.0087	0.0087			
from M1	0.0358	0.0321	0.0305	0.0305	0.0218		
from M2	0.0720	0.0683	0.0667	0.0667	0.0580	0.0405	
from M3	0.0968	0.0931	0.0915	0.0915	0.0828	0.0651	0.0290

\*Rates are exclusive of surcharges which can also be recovered.

Effective Date: 04/16/2001 Status: Effective

FERC Docket: GT01- 15-000

**Original Sheet No. 29** Original Sheet No. 29 : Effective

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

CDS  
INCREMENTAL  
FACILITY CHARGE

INCREMENTAL  
FACILITY CHARGE  
\$/dth

[RESERVED FOR FUTURE USE]

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Thirty-Third Revised Sheet No. 30** Thirty-Third Revised Sheet No. 30

Superseding: Sub Thirty-Second Revised Sheet No. 30

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1  
RESERVATION  
CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule FT-1:

FT-1 RESERVATION CHARGE*			FT-1 RESERVATION CHARGE ADJUSTMENT	
\$/dth			\$/dth	
ACCESS AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
STX-AAB	6.5890	0.0000	0.2166	0.0000
WLA-AAB	2.6050	0.0000	0.0856	0.0000
ELA-AAB	2.1520	0.0000	0.0708	0.0000
ETX-AAB	1.9660	0.0000	0.0646	0.0000
STX-STX	5.5170	0.0000	0.1814	0.0000
STX-WLA	5.6760	0.0000	0.1866	0.0000
STX-ELA	6.5930	0.0000	0.2168	0.0000
STX-ETX	6.5940	0.0000	0.2168	0.0000
WLA-WLA	1.8340	0.0000	0.0603	0.0000
WLA-ELA	2.6080	0.0000	0.0857	0.0000
WLA-ETX	2.6070	0.0000	0.0857	0.0000
ELA-ELA	2.1560	0.0000	0.0709	0.0000
ETX-ETX	1.9700	0.0000	0.0648	0.0000
ETX-ELA	2.1550	0.0000	0.0708	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	4.3640	0.0000	0.1435	0.0000
M1-M2	8.3420	0.0000	0.2743	0.0000
M1-M3	11.0570	0.0000	0.3635	0.0000
M2-M2	6.4100	0.0000	0.2107	0.0000
M2-M3	9.2630	0.0000	0.3045	0.0000
M3-M3	5.1480	0.0000	0.1692	0.0000

\* Reservation Charge reflects a storage surcharge of: 0.0970

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Forty-Seventh Revised Sheet No. 31** Forty-Seventh Revised Sheet No. 31

Superseding: Forty-Sixth Revised Sheet No. 31

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1  
USAGE  
CHARGES

ZONE RATE  
\$/dth

Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 - MAXIMUM							
from STX	0.0090	0.0098	0.0143	0.0143	0.0363	0.0726	0.0976
from WLA		0.0060	0.0105	0.0105	0.0325	0.0688	0.0938
from ELA			0.0089	0.0089	0.0309	0.0672	0.0922
from ETX				0.0089	0.0309	0.0672	0.0922
from M1					0.0220	0.0583	0.0833
from M2						0.0408	0.0655
from M3							0.0292
USAGE-1 - MINIMUM							
from STX	0.0048	0.0056	0.0100	0.0100	0.0278	0.0641	0.0891
from WLA		0.0018	0.0062	0.0062	0.0240	0.0603	0.0853
from ELA			0.0046	0.0046	0.0224	0.0587	0.0837
from ETX				0.0046	0.0224	0.0587	0.0837
from M1					0.0178	0.0541	0.0791
from M2						0.0366	0.0613
from M3							0.0250
USAGE-1 - BACKHAUL MAXIMUM							
from STX	0.0088						
from WLA	0.0096	0.0059					
from ELA	0.0140	0.0103	0.0087				
from ETX	0.0140	0.0103	0.0087	0.0087			
from M1	0.0358	0.0321	0.0305	0.0305	0.0218		
from M2	0.0720	0.0683	0.0667	0.0667	0.0580	0.0405	
from M3	0.0968	0.0931	0.0915	0.0915	0.0828	0.0651	0.0290
USAGE-1 - BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0273	0.0236	0.0220	0.0220	0.0176		
from M2	0.0635	0.0598	0.0582	0.0582	0.0538	0.0363	
from M3	0.0883	0.0846	0.0830	0.0830	0.0786	0.0609	0.0248
USAGE-2	0.1130	0.1130	0.1130	0.1130	0.2785	0.4456	0.5598

ALL ZONES  
\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Ninth Revised Sheet No. 32** Twenty-Ninth Revised Sheet No. 32

Superseding: Twenty-Eighth Revised Sheet No. 32

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

FT-1

CAPACITY RELEASE  
CHARGES

RESERVATION CHARGE\*  
\$/dth

RESERVATION CHARGE ADJUSTMENT/  
VOLUMETRIC RESERVATION CHARGE\*  
\$/dth

ACCESS AREA	MILEAGE	NON-		MILEAGE	NON-	MILEAGE	TOTAL
		MILEAGE	TOTAL				
STX-AAB	4.1590	2.4300	6.5890	0.1367	0.0799	0.2166	
WLA-AAB	1.3140	1.2910	2.6050	0.0432	0.0424	0.0856	
ELA-AAB	0.9150	1.2370	2.1520	0.0301	0.0407	0.0708	
ETX-AAB	0.8320	1.1340	1.9660	0.0274	0.0372	0.0646	
STX-STX	3.0860	2.4310	5.5170	0.1015	0.0799	0.1814	
STX-WLA	3.2430	2.4330	5.6760	0.1066	0.0800	0.1866	
STX-ELA	4.1580	2.4350	6.5930	0.1367	0.0801	0.2168	
STX-ETX	4.1590	2.4350	6.5940	0.1367	0.0801	0.2168	
WLA-WLA	0.3980	1.4360	1.8340	0.0131	0.0472	0.0603	
WLA-ELA	1.3130	1.2950	2.6080	0.0432	0.0425	0.0857	
WLA-ETX	1.3120	1.2950	2.6070	0.0431	0.0426	0.0857	
ELA-ELA	0.9160	1.2400	2.1560	0.0301	0.0408	0.0709	
ETX-ETX	0.8330	1.1370	1.9700	0.0274	0.0374	0.0648	
ETX-ELA	0.9150	1.2400	2.1550	0.0301	0.0407	0.0708	
MARKET AREA							
M1-M1	1.9280	2.4360	4.3640	0.0634	0.0801	0.1435	
M1-M2	5.9050	2.4370	8.3420	0.1941	0.0802	0.2743	
M1-M3	8.6190	2.4380	11.0570	0.2834	0.0801	0.3635	
M2-M2	3.9750	2.4350	6.4100	0.1307	0.0800	0.2107	
M2-M3	6.8260	2.4370	9.2630	0.2244	0.0801	0.3045	
M3-M3	2.7150	2.4330	5.1480	0.0893	0.0799	0.1692	

\*Rates are exclusive of surcharges which can also be recovered.

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Eighth Revised Sheet No. 33** Twenty-Eighth Revised Sheet No. 33

Superseding: Twenty-Seventh Revised Sheet No. 33

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

FT-1

CAPACITY RELEASE  
CHARGES

\$/DTH

USAGE-1 RATE*	STX	WLA	ELA	ETX	M1	M2	M3
MILEAGE							
from STX	0.0048	0.0056	0.0100	0.0100	0.0278	0.0641	0.0891
from WLA		0.0023	0.0062	0.0062	0.0240	0.0603	0.0853
from ELA			0.0046	0.0046	0.0224	0.0587	0.0837
from ETX				0.0046	0.0224	0.0587	0.0837
from M1					0.0178	0.0541	0.0791
from M2						0.0366	0.0613
from M3							0.0250
NON-MILEAGE							
from STX	0.0042	0.0042	0.0043	0.0043	0.0085	0.0085	0.0085
from WLA		0.0037	0.0043	0.0043	0.0085	0.0085	0.0085
from ELA			0.0043	0.0043	0.0085	0.0085	0.0085
from ETX				0.0043	0.0085	0.0085	0.0085
from M1					0.0042	0.0042	0.0042
from M2						0.0042	0.0042
from M3							0.0042
TOTAL							
from STX	0.0090	0.0098	0.0143	0.0143	0.0363	0.0726	0.0976
from WLA		0.0060	0.0105	0.0105	0.0325	0.0688	0.0938
from ELA			0.0089	0.0089	0.0309	0.0672	0.0922
from ETX				0.0089	0.0309	0.0672	0.0922
from M1					0.0220	0.0583	0.0833
from M2						0.0408	0.0655
from M3							0.0292
USAGE-1 BACKHAUL RATE*	STX	WLA	ELA	ETX	M1	M2	M3
MILEAGE							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0273	0.0236	0.0220	0.0220	0.0176		
from M2	0.0635	0.0598	0.0582	0.0582	0.0538	0.0363	
from M3	0.0883	0.0846	0.0830	0.0830	0.0786	0.0609	0.0248
NON-MILEAGE							
from STX	0.0042						
from WLA	0.0042	0.0042					
from ELA	0.0043	0.0043	0.0043				
from ETX	0.0043	0.0043	0.0043	0.0043			
from M1	0.0085	0.0085	0.0085	0.0085	0.0042		
from M2	0.0085	0.0085	0.0085	0.0085	0.0042	0.0042	
from M3	0.0085	0.0085	0.0085	0.0085	0.0042	0.0042	0.0042
TOTAL							
from STX	0.0088						
from WLA	0.0096	0.0059					
from ELA	0.0140	0.0103	0.0087				
from ETX	0.0140	0.0103	0.0087	0.0087			
from M1	0.0358	0.0321	0.0305	0.0305	0.0218		
from M2	0.0720	0.0683	0.0667	0.0667	0.0580	0.0405	
from M3	0.0968	0.0931	0.0915	0.0915	0.0828	0.0651	0.0290

\*Rates are exclusive of surcharges which can also be recovered.



Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP10-53-000

**Third Revised Sheet No. 34** Third Revised Sheet No. 34

Superseding: Second Revised Sheet No. 34

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1 INCREMENTAL FACILITY CHARGE

		INCREMENTAL FACILITY CHARGE \$/dth	
		Maximum	Minimum
PURSUANT TO SECTION 3.4 OF RATE SCHEDULE FT-1:			
To applicable Customers converting from Rate Schedule FTS			
in Docket No. CP82-446: RESERVATION CHARGE		0.6600	0.0000
RESERVATION CHARGE ADJUSTMENT		0.0217	0.0000
Customer		dth	
Bay State Gas Company		4,235	
Boston Gas Company		21,394	
Colonial Gas Company		1,951	
Connecticut Natural Gas Corporation		6,340	
Town of Middleborough, Massachusetts		116	
New Jersey Natural Gas Company		1,060	
Northern Utilities, Inc.		965	
Southern Connecticut Gas Company		4,922	
Yankee Gas Services Company		6,066	
To applicable Customers converting from Rate Schedule FTS-4			
in Docket No. CP87-4: RESERVATION CHARGE		3.0110	0.0000
RESERVATION CHARGE ADJUSTMENT		0.0990	0.0000
Customer		dth	
Brooklyn Union Gas Company		27,500	
Long Island Lighting Company		22,500	
New Jersey Natural Gas Company		40,000	
NUI Corporation		10,000	
Public Service Electric & Gas Company		40,000	
To applicable Customers converting from Rate Schedule FTS-5			
in Docket No. CP87-312: RESERVATION CHARGE		0.0000	0.0000
RESERVATION CHARGE ADJUSTMENT		0.0000	0.0000
Customer		dth	
Colonial Gas Company		2,326	
Penn Fuel Gas, Inc.		4,000	
Yankee Gas Services Company		125	
To applicable Customers converting from Rate Schedule FTS-7			
in Docket No. CP80-170: RESERVATION CHARGE		0.0000	0.0000
RESERVATION CHARGE ADJUSTMENT		0.0000	0.0000
Customer		dth	
Connecticut Natural Gas Corporation		4,231	
Yankee Gas Services Company		3,015	
To applicable Customers converting from Rate Schedule FTS-8			
in Docket No. CP85-803: RESERVATION CHARGE		0.0000	0.0000
RESERVATION CHARGE ADJUSTMENT		0.0000	0.0000
Customer		dth	
Yankee Gas Services Company		39	

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-940-000

**Eleventh Revised Sheet No. 35** Eleventh Revised Sheet No. 35

Superseding: Tenth Revised Sheet No. 35

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1  
CHARGES

CHARGES  
\$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL  
FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993:

Maximum Minimum

Docket No. CP00-404-000 (Columbia Liberty Expansion):

Customer	dth		
PG&E Energy Trading-Power, L.P., and Liberty Electric Power, LLC	84,000		
Rates Pursuant to Section 3.2 of Rate Schedule FT-1:			
RESERVATION CHARGE		4.4610	0.1180
USAGE-2 CHARGE		0.1467	
RESERVATION CHARGE ADJUSTMENT		0.1467	0.0000
Rates Pursuant to Section 3.14 of the General Terms and Conditions:			
VOLUMETRIC RESERVATION CHARGE		0.1467	0.0000
APPLICABLE SHRINKAGE PERCENTAGE			
Effective Year Around: June 1 through May 31		0 %	

ALL ZONES  
\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Thirty-Fourth Revised Sheet No. 35A** Thirty-Fourth Revised Sheet No. 35A

Superseding: Thirty-Third Revised Sheet No. 35A

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1  
CHARGES

CHARGES  
\$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL  
FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993:

Docket No. CP02-32, TIME Project:

Customer	dth		Maximum	Minimum
New Jersey Natural Gas Company	100,000			
Rates Pursuant to Section 3.2 of Rate Schedule FT-1:				
RESERVATION CHARGE			\$12.3400	\$0.0000
USAGE-2 CHARGE			\$0.4057	
RESERVATION CHARGE ADJUSTMENT			\$0.4057	\$0.0000
Rates Pursuant to Section 3.14 of the General Terms and Conditions:				
VOLUMETRIC RESERVATION CHARGE			\$0.4057	\$0.0000
BASE UNIT ELECTRIC POWER COST	0.2917			
ELECTRIC POWER COST ADJUSTMENT	0.7026			
ADJUSTED ELECTRIC POWER COST	0.9943			
ASA SURCHARGE	(1.2150)			
APPLICABLE SHRINKAGE PERCENTAGE				
December 1 through November 30:				
In-Path	4.01%			
Out-of-Path	4.25%			

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	ALL ZONES \$/dth 0.0019
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Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Ninth Revised Sheet No. 35B** Ninth Revised Sheet No. 35B

Superseding: Eighth Revised Sheet No. 35B

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1  
CHARGES

CHARGES  
\$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL  
FACILITY EXPANSIONS IMPLEMENTED ON NOVEMBER 1, 2008:

Docket No. CP06-115, TIME II Project:

Customer	dth		
New Jersey Natural Gas Company	100,000		
PSEG Power, LLC	50,000		
Rates Pursuant to Section 3.2 of Rate Schedule FT-1:		Maximum	Minimum
RESERVATION CHARGE		\$24.4038	\$0.1110
USAGE-2 CHARGE		\$0.8023	
RESERVATION CHARGE ADJUSTMENT		\$0.8023	\$0.0036
Rates Pursuant to Section 3.14 of the General Terms and Conditions:			
VOLUMETRIC RESERVATION CHARGE		\$0.8023	\$0.0036
BASE UNIT ELECTRIC POWER COST	1.9722		
ELECTRIC POWER COST ADJUSTMENT	(0.1035)		
ADJUSTED ELECTRIC POWER COST	1.8687		
ASA SURCHARGE	0.6353		
APPLICABLE SHRINKAGE PERCENTAGE			
December 1 through November 30:			
In-Path	3.69%		
Out-of-Path	4.63%		

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	ALL ZONES \$/dth 0.0019
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Effective Date: 12/31/9999 Status: Accepted

FERC Docket: CP06-115-004

**Third Revised Sheet No. 35B** Third Revised Sheet No. 35B

Superseding: Second Revised Sheet No. 35B

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1  
CHARGES

CHARGES  
\$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL  
FACILITY EXPANSIONS IMPLEMENTED ON NOVEMBER 1, 2008:

Docket No. CP06-115, TIME II Project:

Customer	dth		
New Jersey Natural Gas Company	100,000		
PSEG Power, LLC	50,000		
Rates Pursuant to Section 3.2 of Rate Schedule FT-1:		Maximum	Minimum
RESERVATION CHARGE		\$24.2346	\$0.1110
USAGE-2 CHARGE		\$0.7968	
RESERVATION CHARGE ADJUSTMENT		\$0.7968	\$0.0036
Rates Pursuant to Section 3.14 of the General Terms and Conditions:			
VOLUMETRIC RESERVATION CHARGE		\$0.7968	\$0.0036
BASE UNIT ELECTRIC POWER COST	1.9722		
ELECTRIC POWER COST ADJUSTMENT	0.3626		
ADJUSTED ELECTRIC POWER COST	2.3348		
ASA SURCHARGE	0.0000		
APPLICABLE SHRINKAGE PERCENTAGE			
December 1 through November 30	2.60%		
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.		ALL ZONES \$/dth	0.0017

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-940-000

**Thirteenth Revised Sheet No. 36** Thirteenth Revised Sheet No. 36

Superseding: Twelfth Revised Sheet No. 36

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1  
CHARGES

CHARGES  
\$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL  
FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993:

Maximum Minimum

Docket No. CP92-165 (North Carolina Project):

Customer	dth
CNG Transmission Corporation	30,000

Rates Pursuant to Section 3.2 of Rate Schedule FT-1:

RESERVATION CHARGE	6.5590	0.080
USAGE-2 CHARGE	0.2156	
RESERVATION CHARGE ADJUSTMENT	0.2156	0.0000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION CHARGE	0.2156	0.0000
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APPLICABLE SHRINKAGE PERCENTAGE

Effective Year Around:  
June 1 through May 31 0 %

ALL ZONES  
\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-940-000

**Fifteenth Revised Sheet No. 37** Fifteenth Revised Sheet No. 37

Superseding: Fourteenth Revised Sheet No. 37

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1  
CHARGES

CHARGES  
\$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL  
FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993:

Maximum Minimum

Docket No. CP94-654 (Riverside Storage Project):

Customer	dth		
PECO Energy Company	29,210		
UGI Utilities, Inc.	4,000		
Rates Pursuant to Section 3.2 of Rate Schedule FT-1:			
RESERVATION CHARGE		10.4380	0.000
USAGE-2 CHARGE		0.3432	
RESERVATION CHARGE ADJUSTMENT		0.3432	0.0000
Rates Pursuant to Section 3.14 of the General Terms and Conditions:			
VOLUMETRIC RESERVATION CHARGE		0.3432	0.0000
APPLICABLE SHRINKAGE PERCENTAGE			
Effective Year Around:			
June 1 through May 31		0 %	

ALL ZONES  
\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-940-000

**Thirteenth Revised Sheet No. 38** Thirteenth Revised Sheet No. 38

Superseding: Twelfth Revised Sheet No. 38

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1  
CHARGES

CHARGES  
\$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL  
FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993:

Maximum Minimum

Docket No. CP95-76 and CP95-2 (Philadelphia Lateral Expansion):

Customer	dth		
Grays Ferry Cogeneration Partnership	15,000		
Sun Company, Inc.	15,000		
Rates Pursuant to Section 3.2 of Rate Schedule FT-1:			
RESERVATION CHARGE		1.9410	0.0000
USAGE-2 CHARGE		0.0638	
RESERVATION CHARGE ADJUSTMENT		0.0638	0.0000
Rates Pursuant to Section 3.14 of the General Terms and Conditions:			
VOLUMETRIC RESERVATION CHARGE		0.0638	0.0000
APPLICABLE SHRINKAGE PERCENTAGE			
Effective Year Around:			
June 1 through May 31		0 %	

ALL ZONES  
\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019



Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-940-000

**Eleventh Revised Sheet No. 39** Eleventh Revised Sheet No. 39

Superseding: Tenth Revised Sheet No. 39

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1  
CHARGES

CHARGES  
\$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL  
FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993:

Maximum Minimum

Docket No. CP97-276 (1997 Line No. 1-A Expansion):

Customer	dth		
PECO Energy Company	93,000		
Mobil Oil Corporation	8,000		
Rates Pursuant to Section 3.2 of Rate Schedule FT-1:			
RESERVATION CHARGE		1.5830	0.0000
USAGE-2 CHARGE		0.0520	
RESERVATION CHARGE ADJUSTMENT		0.0520	0.0000
Rates Pursuant to Section 3.14 of the General Terms and Conditions:			
VOLUMETRIC RESERVATION CHARGE		0.0520	0.0000
APPLICABLE SHRINKAGE PERCENTAGE			
Effective Year Around:			
June 1 through May 31		0 %	

ALL ZONES  
\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-940-000

**Eleventh Revised Sheet No. 40** Eleventh Revised Sheet No. 40

Superseding: Tenth Revised Sheet No. 40

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1  
CHARGES

CHARGES  
\$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL  
FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993:

Maximum Minimum

Docket No. CP99-621 (Ironwood Lateral):

Customer	dth
Williams Energy Marketing & Trading	120,000

Rates Pursuant to Section 3.2 of Rate Schedule FT-1:

Effective October 1 through April 30		
RESERVATION CHARGE	0.6040	0.0000
USAGE-2 CHARGE	0.0199	
RESERVATION CHARGE ADJUSTMENT	0.0199	0.0000
Effective May 1 through September 30		
RESERVATION CHARGE	1.2690	0.0000
USAGE-2 CHARGE	0.0417	
RESERVATION CHARGE ADJUSTMENT	0.0417	0.0000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

Effective October 1 through April 30		
VOLUMETRIC RESERVATION CHARGE	0.0199	0.0000
Effective May 1 through September 30		
VOLUMETRIC RESERVATION CHARGE	0.0417	0.0000

APPLICABLE SHRINKAGE PERCENTAGE

Effective Year Around:	
October 1 through September 30	0 %

ALL ZONES  
\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Third Revised Sheet No. 40A** Twenty-Third Revised Sheet No. 40A

Superseding: Twenty-Second Revised Sheet No. 40A

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1  
CHARGES

CHARGES  
\$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL  
FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993:

Maximum Minimum

Docket No. CP02-381 (M1 Expansion Project):

Rates Pursuant to Section 3.2 of Rate Schedule FT-1:

RESERVATION CHARGE

5.4934 0.0000

USAGE-2 CHARGE

0.1806

RESERVATION CHARGE ADJUSTMENT

0.1806 0.0000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION CHARGE

0.1806 0.0000

BASE UNIT ELECTRIC POWER COST

0.7921

ELECTRIC POWER COST ADJUSTMENT

(1.7186)

ADJUSTED ELECTRIC POWER COST

(0.9265)

APPLICABLE SHRINKAGE PERCENTAGE (LAUF)

Effective Year Around:

December 1 through November 30

0.36%

ALL ZONES  
\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Seventh Revised Sheet No. 41** Twenty-Seventh Revised Sheet No. 41

Superseding: Twenty-Sixth Revised Sheet No. 41

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

SCT  
RESERVATION  
CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule SCT:

SCT RESERVATION CHARGE*			SCT RESERVATION CHARGE ADJUSTMENT	
\$/dth			\$/dth	
ACCESS AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
STX-AAB	2.7250	0.0000	0.0896	0.0000
WLA-AAB	1.1310	0.0000	0.0372	0.0000
ELA-AAB	0.9500	0.0000	0.0312	0.0000
ETX-AAB	0.8760	0.0000	0.0288	0.0000
STX-STX	2.2950	0.0000	0.0755	0.0000
STX-WLA	2.3580	0.0000	0.0775	0.0000
STX-ELA	2.7240	0.0000	0.0896	0.0000
STX-ETX	2.7250	0.0000	0.0896	0.0000
WLA-WLA	0.8220	0.0000	0.0270	0.0000
WLA-ELA	1.1310	0.0000	0.0372	0.0000
WLA-ETX	1.1300	0.0000	0.0372	0.0000
ELA-ELA	0.9500	0.0000	0.0312	0.0000
ETX-ETX	0.8760	0.0000	0.0288	0.0000
ETX-ELA	0.9500	0.0000	0.0312	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	1.8320	0.0000	0.0602	0.0000
M1-M2	3.4230	0.0000	0.1125	0.0000
M1-M3	4.5080	0.0000	0.1482	0.0000
M2-M2	2.6510	0.0000	0.0872	0.0000
M2-M3	3.7910	0.0000	0.1246	0.0000
M3-M3	2.1460	0.0000	0.0706	0.0000
SCT DEMAND CHARGE**				
\$/dth				
ACCESS AREA	MAXIMUM	MINIMUM		
	0.0020	0.0000		
MARKET AREA	MAXIMUM	MINIMUM		
M1-M1	0.0030	0.0000		
M1-M2	0.0030	0.0000		
M1-M3	0.0040	0.0000		

\* Reservation Charge reflects a storage surcharge of: 0.128

\*\*Pursuant to Section 26 of the General Terms and Conditions.

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Forty-Seventh Revised Sheet No. 42** Forty-Seventh Revised Sheet No. 42

Superseding: Forty-Sixth Revised Sheet No. 42

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

SCT  
USAGE  
CHARGES

ZONE RATE  
\$/dth

Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 - MAXIMUM							
from STX	0.1903	0.1963	0.2309	0.2309	0.3962	0.5632	0.6774
from WLA		0.0662	0.0961	0.0961	0.2614	0.4284	0.5427
from ELA			0.0797	0.0797	0.2449	0.4119	0.5262
from ETX				0.0736	0.2388	0.4058	0.5201
from M1					0.1653	0.3323	0.4465
from M2						0.2513	0.3698
from M3							0.1983
USAGE-1 - MINIMUM							
from STX	0.0048	0.0056	0.0100	0.0100	0.0278	0.0641	0.0891
from WLA		0.0018	0.0062	0.0062	0.0240	0.0603	0.0853
from ELA			0.0046	0.0046	0.0224	0.0587	0.0837
from ETX				0.0046	0.0224	0.0587	0.0837
from M1					0.0178	0.0541	0.0791
from M2						0.0366	0.0613
from M3							0.0250
USAGE-1 - BACKHAUL MAXIMUM							
from STX	0.1901						
from WLA	0.1961	0.0661					
from ELA	0.2306	0.0959	0.0795				
from ETX	0.2306	0.0959	0.0795	0.0734			
from M1	0.3957	0.2610	0.2445	0.2384	0.1651		
from M2	0.5626	0.4279	0.4114	0.4053	0.3320	0.2510	
from M3	0.6766	0.5420	0.5255	0.5194	0.4460	0.3694	0.1981
USAGE-1 - BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0273	0.0236	0.0220	0.0220	0.0176		
from M2	0.0635	0.0598	0.0582	0.0582	0.0538	0.0363	
from M3	0.0883	0.0846	0.0830	0.0830	0.0786	0.0609	0.0248
USAGE-2	0.1130	0.1130	0.1130	0.1130	0.2783	0.4453	0.5595
USAGE-3	0.1130	0.1130	0.1130	0.1130	0.2785	0.4456	0.5598

ALL ZONES  
\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Thirty-Ninth Revised Sheet No. 43** Thirty-Ninth Revised Sheet No. 43

Superseding: Thirty-Eighth Revised Sheet No. 43

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

SCT  
ALTERNATE  
CHARGES

ZONE RATE  
\$/dth

Pursuant to Section 3.2 of Rate Schedule SCT:

	STX	WLA	ELA	ETX	M1	M2	M3
ALTERNATE USAGE - MAXIMUM							
from STX	0.5676	0.5839	0.6787	0.6788	1.1453	1.5738	1.8664
from WLA		0.2013	0.2820	0.2819	0.7485	1.1770	1.4697
from ELA			0.2359	0.2359	0.7022	1.1307	1.4234
from ETX				0.2176	0.6840	1.1125	1.4051
from M1					0.4665	0.8950	1.1875
from M2						0.6871	0.9930
from M3							0.5511
ALTERNATE USAGE - MINIMUM							
from STX	0.0048	0.0056	0.0100	0.0100	0.0278	0.0641	0.0891
from WLA		0.0018	0.0062	0.0062	0.0240	0.0603	0.0853
from ELA			0.0046	0.0046	0.0224	0.0587	0.0837
from ETX				0.0046	0.0224	0.0587	0.0837
from M1					0.0178	0.0541	0.0791
from M2						0.0366	0.0613
from M3							0.0250
ALTERNATE USAGE - BACKHAUL MAXIMUM							
from STX	0.5674						
from WLA	0.5837	0.2012					
from ELA	0.6784	0.2818	0.2357				
from ETX	0.6785	0.2817	0.2357	0.2174			
from M1	1.1448	0.7481	0.7018	0.6836	0.4663		
from M2	1.5732	1.1765	1.1302	1.1120	0.8947	0.6868	
from M3	1.8656	1.4690	1.4227	1.4044	1.1870	0.9926	0.5509
ALTERNATE USAGE - BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0273	0.0236	0.0220	0.0220	0.0176		
from M2	0.0635	0.0598	0.0582	0.0582	0.0538	0.0363	
from M3	0.0883	0.0846	0.0830	0.0830	0.0786	0.0609	0.0248

ALL ZONES  
\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Seventh Revised Sheet No. 44** Twenty-Seventh Revised Sheet No. 44

Superseding: Twenty-Sixth Revised Sheet No. 44

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

SCT

CAPACITY RELEASE  
CHARGES

RESERVATION CHARGE\*  
\$/dth

RESERVATION CHARGE ADJUSTMENT/  
VOLUMETRIC RESERVATION CHARGE\*  
\$/dth

ACCESS AREA	NON-			NON-		
	MILEAGE	MILEAGE	TOTAL	MILEAGE	MILEAGE	TOTAL
STX-AAB	1.6640	1.0610	2.7250	0.0547	0.0349	0.0896
WLA-AAB	0.5240	0.6070	1.1310	0.0172	0.0200	0.0372
ELA-AAB	0.3660	0.5840	0.9500	0.0120	0.0192	0.0312
ETX-AAB	0.3320	0.5440	0.8760	0.0109	0.0179	0.0288
STX-STX	1.2350	1.0600	2.2950	0.0406	0.0349	0.0755
STX-WLA	1.2970	1.0610	2.3580	0.0426	0.0349	0.0775
STX-ELA	1.6630	1.0610	2.7240	0.0547	0.0349	0.0896
STX-ETX	1.6640	1.0610	2.7250	0.0547	0.0349	0.0896
WLA-WLA	0.1600	0.6620	0.8220	0.0053	0.0217	0.0270
WLA-ELA	0.5240	0.6070	1.1310	0.0172	0.0200	0.0372
WLA-ETX	0.5230	0.6070	1.1300	0.0172	0.0200	0.0372
ELA-ELA	0.3660	0.5840	0.9500	0.0120	0.0192	0.0312
ETX-ETX	0.3320	0.5440	0.8760	0.0109	0.0179	0.0288
ETX-ELA	0.3660	0.5840	0.9500	0.0120	0.0192	0.0312
MARKET AREA						
M1-M1	0.7700	1.0620	1.8320	0.0253	0.0349	0.0602
M1-M2	2.3620	1.0610	3.4230	0.0777	0.0348	0.1125
M1-M3	3.4470	1.0610	4.5080	0.1133	0.0349	0.1482
M2-M2	1.5900	1.0610	2.6510	0.0523	0.0349	0.0872
M2-M3	2.7300	1.0610	3.7910	0.0898	0.0348	0.1246
M3-M3	1.0860	1.0600	2.1460	0.0357	0.0349	0.0706

DEMAND CHARGE\*\*  
\$/dth

ACCESS AREA	NON-		
	MILEAGE	MILEAGE	TOTAL
	0.0000	0.0020	0.0020
MARKET AREA			
M1-M1	0.0000	0.0030	0.0030
M1-M2	0.0000	0.0030	0.0030
M1-M3	0.0000	0.0040	0.0040

\*Rates are exclusive of surcharges which can also be recovered.

\*\*Pursuant to Section 26 of the General Terms and Conditions.

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Eighth Revised Sheet No. 45** Twenty-Eighth Revised Sheet No. 45

Superseding: Twenty-Seventh Revised Sheet No. 45

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

SCT

CAPACITY RELEASE

CHARGES

\$/DTH

USAGE-1 RATE*	STX	WLA	ELA	ETX	M1	M2	M3
MILEAGE							
from STX	0.1063	0.1123	0.1467	0.1467	0.2280	0.3950	0.5092
from WLA		0.0149	0.0493	0.0493	0.1305	0.2976	0.4119
from ELA			0.0346	0.0346	0.1158	0.2828	0.3971
from ETX				0.0320	0.1132	0.2802	0.3945
from M1					0.0812	0.2483	0.3624
from M2						0.1672	0.2858
from M3							0.1143
NON-MILEAGE							
from STX	0.0840	0.0840	0.0842	0.0842	0.1682	0.1682	0.1682
from WLA		0.0513	0.0468	0.0468	0.1309	0.1308	0.1308
from ELA			0.0451	0.0451	0.1291	0.1291	0.1291
from ETX				0.0416	0.1256	0.1256	0.1256
from M1					0.0841	0.0840	0.0841
from M2						0.0841	0.0840
from M3							0.0840
TOTAL							
from STX	0.1903	0.1963	0.2309	0.2309	0.3962	0.5632	0.6774
from WLA		0.0662	0.0961	0.0961	0.2614	0.4284	0.5427
from ELA			0.0797	0.0797	0.2449	0.4119	0.5262
from ETX				0.0736	0.2388	0.4058	0.5201
from M1					0.1653	0.3323	0.4465
from M2						0.2513	0.3698
from M3							0.1983
USAGE-1 BACKHAUL RATE*	STX	WLA	ELA	ETX	M1	M2	M3
MILEAGE							
from STX	0.1061						
from WLA	0.1121	0.0148					
from ELA	0.1464	0.0491	0.0344				
from ETX	0.1464	0.0491	0.0344	0.0318			
from M1	0.2275	0.1301	0.1154	0.1128	0.0810		
from M2	0.3944	0.2971	0.2823	0.2797	0.2480	0.1669	
from M3	0.5084	0.4112	0.3964	0.3938	0.3619	0.2854	0.1141
NON-MILEAGE							
from STX	0.0840						
from WLA	0.0840	0.0513					
from ELA	0.0842	0.0468	0.0451				
from ETX	0.0842	0.0468	0.0451	0.0416			
from M1	0.1682	0.1309	0.1291	0.1256	0.0841		
from M2	0.1682	0.1308	0.1291	0.1256	0.0840	0.0841	
from M3	0.1682	0.1308	0.1291	0.1256	0.0841	0.0840	0.0840
TOTAL							
from STX	0.1901						
from WLA	0.1961	0.0661					
from ELA	0.2306	0.0959	0.0795				
from ETX	0.2306	0.0959	0.0795	0.0734			
from M1	0.3957	0.2610	0.2445	0.2384	0.1651		
from M2	0.5626	0.4279	0.4114	0.4053	0.3320	0.2510	
from M3	0.6766	0.5420	0.5255	0.5194	0.4460	0.3694	0.1981

\*Rates are exclusive of surcharges which can also be recovered.



Effective Date: 04/16/2001    Status: Effective  
FERC Docket: GT01- 15-000

**Original Sheet No. 46** Original Sheet No. 46 :    Effective

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

SCT  
INCREMENTAL  
FACILITY CHARGE

INCREMENTAL  
FACILITY CHARGE  
\$/dth

[RESERVED FOR FUTURE USE]

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**Twenty-Fifth Revised Sheet No. 47** Twenty-Fifth Revised Sheet No. 47 : Effective  
Superseding: Twenty-Fourth Revised Sheet No. 47

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**Twentieth Revised Sheet No. 48** Twentieth Revised Sheet No. 48 :    Effective  
Superseding: Nineteenth Revised Sheet No. 48

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Forty-Seventh Revised Sheet No. 49** Forty-Seventh Revised Sheet No. 49

Superseding: Forty-Sixth Revised Sheet No. 49

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

IT-1  
USAGE  
CHARGES

ZONE RATE  
\$/dth

Pursuant to Sections 3.2 and 3.3 of Rate Schedule IT-1:

	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 MAXIMUM							
from STX	0.1904	0.1964	0.2311	0.2311	0.3966	0.5636	0.6779
from WLA		0.0663	0.0962	0.0962	0.2618	0.4288	0.5431
from ELA			0.0798	0.0798	0.2453	0.4123	0.5266
from ETX				0.0736	0.2391	0.4061	0.5204
from M1					0.1655	0.3325	0.4468
from M2						0.2516	0.3701
from M3							0.1985
USAGE-1 MINIMUM							
from STX	0.0048	0.0056	0.0100	0.0100	0.0278	0.0641	0.0891
from WLA		0.0018	0.0062	0.0062	0.0240	0.0603	0.0853
from ELA			0.0046	0.0046	0.0224	0.0587	0.0837
from ETX				0.0046	0.0224	0.0587	0.0837
from M1					0.0178	0.0541	0.0791
from M2						0.0366	0.0613
from M3							0.0250
USAGE-1 BACKHAUL MAXIMUM							
from STX	0.1902						
from WLA	0.1962	0.0662					
from ELA	0.2308	0.0960	0.0796				
from ETX	0.2308	0.0960	0.0796	0.0734			
from M1	0.3961	0.2614	0.2449	0.2387	0.1653		
from M2	0.5630	0.4283	0.4118	0.4056	0.3322	0.2513	
from M3	0.6771	0.5424	0.5259	0.5197	0.4463	0.3697	0.1983
USAGE-1 BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0273	0.0236	0.0220	0.0220	0.0176		
from M2	0.0635	0.0598	0.0582	0.0582	0.0538	0.0363	
from M3	0.0883	0.0846	0.0830	0.0830	0.0786	0.0609	0.0248
USAGE-2	0.1130	0.1130	0.1130	0.1130	0.2784	0.4455	0.5598

ALL ZONES  
\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP10-081-002

**Seventeenth Revised Sheet No. 50** Seventeenth Revised Sheet No. 50

Superseding: Sixteenth Revised Sheet No. 50

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

		RATE \$/dth	
		Maximum	Minimum
LLFT	Pursuant to Sections 3.2 and 3.3 of Rate Schedule LLFT:		
	RESERVATION CHARGE	3.3400	0.0000
	RESERVATION CHARGE 1/	3.3410	0.0000
	USAGE-1 CHARGE	0.0023	0.0023
	USAGE-2 CHARGE	0.1121	
	USAGE-2 CHARGE 1/	0.1121	
	RESERVATION CHARGE ADJUSTMENT (RCA)	0.1098	0.0000
	RESERVATION CHARGE ADJUSTMENT (RCA) 1/	0.1098	0.0000
LLFT	Pursuant to Section 3.14 of the General Terms and Conditions:		
	VOLUMETRIC RESERVATION CHARGE 2/	0.1098	0.0000
	VOLUMETRIC RESERVATION CHARGE 1/ 2/	0.1098	0.0000
LLIT	Pursuant to Section 3.2 of Rate Schedule LLIT:		
	USAGE-1 CHARGE	0.1121	0.0023
	USAGE-2 CHARGE	0.1121	
	USAGE-1 CHARGE 1/	0.1121	0.0023
	USAGE-2 CHARGE 1/	0.1121	

1/ Pursuant to Section 26 of the General Terms and Conditions.

2/ Rates are exclusive of surcharges which can also be recovered.

		ALL ZONES \$/dth
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.		0.0019

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-940-000

**Eleventh Revised Sheet No. 51** Eleventh Revised Sheet No. 51

Superseding: Tenth Revised Sheet No. 51

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

		RATE \$/dth	
		Maximum	Minimum
VKFT	Pursuant to Sections 3.2 and 3.3 of Rate Schedule VKFT:		
	RESERVATION CHARGE	0.0945	0.0000
	USAGE-2 CHARGE	0.0945	0.0000
	RESERVATION CHARGE ADJUSTMENT (RCA)	0.0945	0.0000
VKFT	Pursuant to Section 3.14 of the General Terms and Conditions:		
	VOLUMETRIC RESERVATION CHARGE*	0.0945	0.0000
VKIT	Pursuant to Section 3.2 of Rate Schedule VKIT:		
	USAGE-1 CHARGE	0.0945	0.0000
	USAGE-2 CHARGE	0.0945	0.0000

\* Rates are exclusive of surcharges which can also be recovered.

		ALL ZONES \$/dth
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.		0.0019

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-940-000

**Eighth Revised Sheet No. 51A** Eighth Revised Sheet No. 51A

Superseding: Seventh Revised Sheet No. 51A

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

PAL  
DAILY  
CHARGES

Pursuant to Sections 3.1 of Rate Schedule PAL:

	RATE \$/dth	
	Maximum	Minimum
Park and Loan Daily Charges at PAL points in:		
Zone STX	0.1300	0.0000
Zone WLA	0.1300	0.0000
Zone ELA	0.1300	0.0000
Zone ETX	0.1300	0.0000
Zone M1	0.1644	0.0000
Zone M2	0.2426	0.0000
Zone M3	0.1947	0.0000

ALL ZONES  
\$/DTH

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS

0.0019

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Nineteenth Revised Sheet No. 51B** Nineteenth Revised Sheet No. 51B

Superseding: Eighteenth Revised Sheet No. 51B

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

MLS-1		CHARGES	
MARKET LATERAL FACILITY CHARGES		\$/dth	

	Maximum	Minimum
--	---------	---------

Docket No. CP02-17-000 (Freehold Lateral):

Rates Pursuant to Section 3.2 of Rate Schedule MLS-1:

RESERVATION CHARGE	0.6315	0.0000
USAGE-2 CHARGE	0.0208	
RESERVATION CHARGE ADJUSTMENT	0.0208	0.0000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION CHARGE	0.0208	0.0000
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BASE UNIT ELECTRIC POWER COST	\$0.0422
ELECTRIC POWER COST ADJUSTMENT	-0.0265
ADJUSTED ELECTRIC POWER COST	\$0.0157

APPLICABLE SHRINKAGE PERCENTAGE	
December 1 through November 30:	0.01 %

Docket No. CP02-45-000 (Hanging Rock Lateral):

Rates Pursuant to Section 3.2 of Rate Schedule MLS-1:

RESERVATION CHARGE	1.112	0.0000
USAGE-2 CHARGE	0.0366	
RESERVATION CHARGE ADJUSTMENT	0.0366	0.0000

Rates Pursuant to Section 3.3 of Rate Schedule MLS-1:

USAGE-1	0.0366
USAGE-2	0.0366

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION CHARGE	0.0366	0.0000
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APPLICABLE SHRINKAGE PERCENTAGE	
December 1 through November 30:	0.01 %



Effective Date: 05/01/2008 Status: Effective

FERC Docket: CP07-411-001

**Fourth Revised Sheet No. 51C** Fourth Revised Sheet No. 51C : Effective  
Superseding: Third Revised Sheet No. 51C

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

MLS-1 MARKET LATERAL FACILITY CHARGES		CHARGES \$/dth	
		Maximum	Minimum
Docket No. RP03- (Fayette Lateral):			
Customer	dth		
Duke Energy Fayette, LLC	125,000		
Rates Pursuant to Section 3.2 of Rate Schedule MLS-1:			
RESERVATION CHARGE		0.869	0.0000
USAGE-2 CHARGE		0.0286	
RESERVATION CHARGE ADJUSTMENT		0.0286	0.0000
Rates Pursuant to Section 3.3 of Rate Schedule MLS-1:			
USAGE-1 CHARGE		0.0286	0.0000
USAGE-2 CHARGE		0.0286	0.0000
Rates Pursuant to Section 3.14 of the General Terms and Conditions:			
VOLUMETRIC RESERVATION CHARGE		0.0286	0.0000
APPLICABLE SHRINKAGE PERCENTAGE			
June 1 through May 31:	0 %		
Docket No. CP07-411 (Cedar Bayou Lateral):			
Customer	dth		
NRG Power Marketing LLC	360,000		
Rates Pursuant to Section 3.2 of Rate Schedule MLS-1:			
RESERVATION CHARGE		0.927	0.0000
USAGE-2 CHARGE		0.0305	
RESERVATION CHARGE ADJUSTMENT		0.0305	0.0000
Rates Pursuant to Section 3.3 of Rate Schedule MLS-1:			
USAGE-1 CHARGE		0.0305	0.0000
USAGE-2 CHARGE		0.0305	0.0000
Rates Pursuant to Section 3.14 of the General Terms and Conditions:			
VOLUMETRIC RESERVATION CHARGE		0.0305	0.0000
APPLICABLE SHRINKAGE PERCENTAGE			
May 1 through April 30:	0.01 %		

Effective Date: 02/01/2010 Status: Effective  
FERC Docket: RP10-278-000

**Forty-Fourth Revised Sheet No. 52** Forty-Fourth Revised Sheet No. 52  
Superseding: Forty-Third Revised Sheet No. 52

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

SS-1  
CHARGES

Pursuant to Sections 3.2 and 3.4 of Rate Schedule SS-1:

	RATE \$/dth
MAXIMUM RESERVATION CHARGE*	5.6020
SPACE CHARGE	0.1293
INJECTION CHARGE	0.0339
WITHDRAWAL CHARGE	0.0591
EXCESS INJECTION CHARGE	0.1586
EXCESS WITHDRAWAL CHARGE	1.0334
RESERVATION CHARGE ADJUSTMENT	0.1842
TRANSMISSION COMPONENT OF RESERVATION CHARGE	4.7070
TRANSMISSION COMPONENT OF WITHDRAWAL CHARGE	0.0250
MINIMUM RESERVATION CHARGE	0.0000
SPACE CHARGE	0.0000
INJECTION CHARGE	0.0339
WITHDRAWAL CHARGE	0.0591
EXCESS INJECTION CHARGE	0.0339
EXCESS WITHDRAWAL CHARGE	0.0591
RESERVATION CHARGE ADJUSTMENT	0.0000

\* Reservation Charge reflects a storage surcharge of: 0.0970

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

ALL ZONES  
\$/dth  
0.0019

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Third Revised Sheet No. 53** Twenty-Third Revised Sheet No. 53

Superseding: Twenty-Second Revised Sheet No. 53

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

SS-1

CAPACITY RELEASE

CHARGES\*

Pursuant to Section 3.14 of the General Terms and Conditions:

		RATE \$/dth		
		NON-		
		MILEAGE	MILEAGE	TOTAL
MAXIMUM	RESERVATION CHARGE	2.2480	3.3540	5.6020
	SPACE CHARGE	0.0000	0.1293	0.1293
	VOLUMETRIC RESERVATION CHARGE	0.0738	0.1104	0.1842
	DAILY SPACE CHARGE	0.0000	0.0004	0.0004
MINIMUM	RESERVATION CHARGE	0.0000	0.0000	0.0000
	SPACE CHARGE	0.0000	0.0000	0.0000
	VOLUMETRIC RESERVATION CHARGE	0.0000	0.0000	0.0000
	DAILY SPACE CHARGE	0.0000	0.0000	0.0000

\*Rates are exclusive of surcharges which can also be recovered.

Effective Date: 04/16/2001 Status: Effective

FERC Docket: GT01- 15-000

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

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

SS-1  
INCREMENTAL  
SURCHARGES

INCREMENTAL  
SURCHARGES  
\$/dth

[RESERVED FOR FUTURE USE]

Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP10-120-000

**Twenty-Second Revised Sheet No. 55** Twenty-Second Revised Sheet No. 55

Superseding: Twenty-First Revised Sheet No. 55

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FSS-1  
CHARGES

Pursuant to Sections 3.2 and 3.3 of Rate Schedule FSS-1:

		RATE \$/dth
MAXIMUM	RESERVATION CHARGE	0.8950
	SPACE CHARGE	0.1293
	INJECTION CHARGE	0.0339
	WITHDRAWAL CHARGE	0.0339
	EXCESS INJECTION CHARGE	0.1896
	EXCESS WITHDRAWAL CHARGE	0.1896
	RESERVATION CHARGE ADJUSTMENT	0.0294
MINIMUM	RESERVATION CHARGE	0.0000
	SPACE CHARGE	0.0000
	INJECTION CHARGE	0.0339
	WITHDRAWAL CHARGE	0.0339
	EXCESS INJECTION CHARGE	0.0339
	EXCESS WITHDRAWAL CHARGE	0.0339
	RESERVATION CHARGE ADJUSTMENT	0.0000

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

ALL ZONES  
\$/dth  
0.0019

Effective Date: 12/01/2005 Status: Effective

FERC Docket: RP98-198-008

**Fifth Revised Sheet No. 56** Fifth Revised Sheet No. 56 : Effective

Superseding: Fourth Revised Sheet No. 56

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FSS-1

CAPACITY RELEASE

CHARGES\*

Pursuant to Section 3.14 of the General Terms and Conditions:

		RATE \$/dth
MAXIMUM	RESERVATION CHARGE	0.8950
	SPACE CHARGE	0.1293
	VOLUMETRIC RESERVATION CHARGE	0.0294
	DAILY SPACE CHARGE	0.0004
MINIMUM	RESERVATION CHARGE	0.0000
	SPACE CHARGE	0.0000
	VOLUMETRIC RESERVATION CHARGE	0.0000
	DAILY SPACE CHARGE	0.0000

\*Rates are exclusive of surcharges which can also be recovered.

Effective Date: 04/16/2001 Status: Effective

FERC Docket: GT01- 15-000

**Original Sheet No. 57** Original Sheet No. 57 : Effective

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FSS-1  
INCREMENTAL  
SURCHARGES

INCREMENTAL  
SURCHARGES  
\$/dth

[RESERVED FOR FUTURE USE]

Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP10-120-000

**Twenty-Second Revised Sheet No. 58** Twenty-Second Revised Sheet No. 58

Superseding: Twenty-First Revised Sheet No. 58

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

ISS-1  
CHARGES

Pursuant to Section 3.2 of Rate Schedule ISS-1:

		RATE \$/dth
MAXIMUM	SPACE CHARGE	0.0323
	INJECTION CHARGE	0.1896
	WITHDRAWAL CHARGE	0.0339
MINIMUM	SPACE CHARGE	0.0100
	INJECTION CHARGE	0.0501
	WITHDRAWAL CHARGE	0.0339

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	ALL ZONES \$/dth 0.0019
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Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP10-81-000

**Thirty-Ninth Revised Sheet No. 59** Thirty-Ninth Revised Sheet No. 59

Superseding: Thirty-Eighth Revised Sheet No. 59

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO NGA SECTION 7(C) RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

		ZONE RATE \$/dth		
		M1	M2	M3
FTS	RESERVATION CHARGE			5.3500
	USAGE-2			0.1759
	RESERVATION CHARGE ADJUSTMENT			0.1759
FTS-2	Pursuant to Sections 3.2 and 3.5 of Rate Schedule FTS-2:			
	RESERVATION CHARGE			7.9590
	USAGE-2			0.2617
	RESERVATION CHARGE ADJUSTMENT			0.2617
FTS-4	RESERVATION CHARGE			7.7210
	USAGE-2			0.2538
	RESERVATION CHARGE ADJUSTMENT			0.2538
FTS-5	RESERVATION CHARGE			5.1790
	USAGE-2			0.1703
	RESERVATION CHARGE ADJUSTMENT			0.1703
FTS-7	RESERVATION CHARGE	6.5760	6.5760	6.5760
	USAGE-2	0.2162	0.2162	0.2162
	RESERVATION CHARGE ADJUSTMENT	0.2162	0.2162	0.2162
FTS-8	RESERVATION CHARGE	6.8640	6.8640	6.8640
	USAGE-2	0.2257	0.2257	0.2257
	RESERVATION CHARGE ADJUSTMENT	0.2257	0.2257	0.2257

\* Reservation Charge reflects a storage surcharge of: 0.0970

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

ALL ZONES  
\$/dth  
0.0019

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**Twenty-Fifth Revised Sheet No. 60** Twenty-Fifth Revised Sheet No. 60 : Effective  
Superseding: Twenty-Fourth Revised Sheet No. 60

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Thirty-Ninth Revised Sheet No. 61** Thirty-Ninth Revised Sheet No. 61

Superseding: Thirty-Eighth Revised Sheet No. 61

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO NGA SECTION 7(C) RATE  
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

SS  
CHARGES

Pursuant to Sections 3.2 and 3.3 of Rate Schedule SS:

	RATE \$/dth
RESERVATION CHARGE	5.5050
SPACE CHARGE	0.1293
INJECTION CHARGE	0.0339
WITHDRAWAL CHARGE	0.0592
EXCESS WITHDRAWAL CHARGE	1.0029
RESERVATION CHARGE ADJUSTMENT	0.1810

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO  
SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

ALL ZONES  
\$/dth  
0.0019

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Ninth Revised Sheet No. 62** Twenty-Ninth Revised Sheet No. 62

Superseding: Twenty-Eighth Revised Sheet No. 62

NOTICE OF RATE CHANGE ADJUSTMENTS

		Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule CDS:					
CDS RESERVATION CHARGES					
ACCESS AREA					
	MAXIMUM -				
	STX-AAB	6.8050	0.0070	0.0000	6.8120
	WLA-AAB	2.8260	0.0020	0.0000	2.8280
	ELA-AAB	2.3750	0.0000	0.0000	2.3750
	ETX-AAB	2.1890	0.0000	0.0000	2.1890
	STX-STX	5.7350	0.0050	0.0000	5.7400
	STX-WLA	5.8940	0.0050	0.0000	5.8990
	STX-ELA	6.8100	0.0060	0.0000	6.8160
	STX-ETX	6.8100	0.0070	0.0000	6.8170
	WLA-WLA	2.0570	0.0000	0.0000	2.0570
	WLA-ELA	2.8300	0.0010	0.0000	2.8310
	WLA-ETX	2.8300	0.0000	0.0000	2.8300
	ELA-ELA	2.3780	0.0010	0.0000	2.3790
	ETX-ETX	2.1920	0.0010	0.0000	2.1930
	ETX-ELA	2.3780	0.0000	0.0000	2.3780
	MINIMUM -				
	STX-AAB	0.0000	0.0000		0.0000
	WLA-AAB	0.0000	0.0000		0.0000
	ELA-AAB	0.0000	0.0000		0.0000
	ETX-AAB	0.0000	0.0000		0.0000
	STX-STX	0.0000	0.0000		0.0000
	STX-WLA	0.0000	0.0000		0.0000
	STX-ELA	0.0000	0.0000		0.0000
	STX-ETX	0.0000	0.0000		0.0000
	WLA-WLA	0.0000	0.0000		0.0000
	WLA-ELA	0.0000	0.0000		0.0000
	WLA-ETX	0.0000	0.0000		0.0000
	ELA-ELA	0.0000	0.0000		0.0000
	ETX-ETX	0.0000	0.0000		0.0000
	ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA					
	MAXIMUM -				
	M1-M1	4.4290	0.1580	0.0000	4.5870
	M1-M2	8.0830	0.4820	0.0000	8.5650
	M1-M3	10.5760	0.7040	0.0000	11.2800
	M2-M2	6.3090	0.3240	0.0000	6.6330
	M2-M3	8.9400	0.5460	0.0000	9.4860
	M3-M3	5.1490	0.2220	0.0000	5.3710
	MINIMUM -				
	M1-M1	0.0000	0.0000		0.0000
	M1-M2	0.0000	0.0000		0.0000
	M1-M3	0.0000	0.0000		0.0000
	M2-M2	0.0000	0.0000		0.0000
	M2-M3	0.0000	0.0000		0.0000
	M3-M3	0.0000	0.0000		0.0000

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Eighth Revised Sheet No. 63** Twenty-Eighth Revised Sheet No. 63

Superseding: Twenty-Seventh Revised Sheet No. 63

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule CDS:				
CDS RESERVATION CHARGE ADJUSTMENT				
ACCESS AREA				
MAXIMUM - STX-AAB	0.2237	0.0003	0.0000	0.2240
WLA-AAB	0.0929	0.0001	0.0000	0.0930
ELA-AAB	0.0781	0.0000	0.0000	0.0781
ETX-AAB	0.0720	0.0001	0.0000	0.0720
STX-STX	0.1885	0.0003	0.0000	0.1887
STX-WLA	0.1937	0.0002	0.0000	0.1939
STX-ELA	0.2239	0.0002	0.0000	0.2241
STX-ETX	0.2239	0.0002	0.0000	0.2241
WLA-WLA	0.0677	0.0000	0.0000	0.0676
WLA-ELA	0.0930	0.0001	0.0000	0.0931
WLA-ETX	0.0930	0.0000	0.0000	0.0930
ELA-ELA	0.0782	0.0000	0.0000	0.0782
ETX-ETX	0.0721	0.0000	0.0000	0.0721
ETX-ELA	0.0782	0.0000	0.0000	0.0782
MINIMUM - STX-AAB	0.0000	0.0000		0.0000
WLA-AAB	0.0000	0.0000		0.0000
ELA-AAB	0.0000	0.0000		0.0000
ETX-AAB	0.0000	0.0000		0.0000
STX-STX	0.0000	0.0000		0.0000
STX-WLA	0.0000	0.0000		0.0000
STX-ELA	0.0000	0.0000		0.0000
STX-ETX	0.0000	0.0000		0.0000
WLA-WLA	0.0000	0.0000		0.0000
WLA-ELA	0.0000	0.0000		0.0000
WLA-ETX	0.0000	0.0000		0.0000
ELA-ELA	0.0000	0.0000		0.0000
ETX-ETX	0.0000	0.0000		0.0000
ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA				
MAXIMUM - M1-M1	0.1456	0.0052	0.0000	0.1508
M1-M2	0.2658	0.0158	0.0000	0.2816
M1-M3	0.3477	0.0231	0.0000	0.3708
M2-M2	0.2074	0.0107	0.0000	0.2181
M2-M3	0.2940	0.0179	0.0000	0.3119
M3-M3	0.1693	0.0073	0.0000	0.1766
MINIMUM - M1-M1	0.0000	0.0000		0.0000
M1-M2	0.0000	0.0000		0.0000
M1-M3	0.0000	0.0000		0.0000
M2-M2	0.0000	0.0000		0.0000
M2-M3	0.0000	0.0000		0.0000
M3-M3	0.0000	0.0000		0.0000

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Eighth Revised Sheet No. 64** Twenty-Eighth Revised Sheet No. 64

Superseding: Twenty-Seventh Revised Sheet No. 64

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:				
CDS USAGE CHARGES				
USAGE-1 - MAXIMUM				
STX-STX	0.0088	0.0000	0.0002	0.0090
STX-WLA	0.0096	0.0000	0.0002	0.0098
STX-ELA	0.0140	0.0000	0.0003	0.0143
STX-ETX	0.0140	0.0000	0.0003	0.0143
STX-M1	0.0275	0.0083	0.0005	0.0363
STX-M2	0.0467	0.0253	0.0006	0.0726
STX-M3	0.0598	0.0370	0.0008	0.0976
WLA-WLA	0.0059	0.0000	0.0001	0.0060
WLA-ELA	0.0103	0.0000	0.0002	0.0105
WLA-ETX	0.0103	0.0000	0.0002	0.0105
WLA-M1	0.0238	0.0083	0.0004	0.0325
WLA-M2	0.0430	0.0253	0.0005	0.0688
WLA-M3	0.0561	0.0370	0.0007	0.0938
ELA-ELA	0.0087	0.0000	0.0002	0.0089
ETX-ELA	0.0087	0.0000	0.0002	0.0089
ELA-M1	0.0222	0.0083	0.0004	0.0309
ELA-M2	0.0414	0.0253	0.0005	0.0672
ELA-M3	0.0545	0.0370	0.0007	0.0922
ETX-ETX	0.0087	0.0000	0.0002	0.0089
ETX-M1	0.0222	0.0083	0.0004	0.0309
ETX-M2	0.0414	0.0253	0.0005	0.0672
ETX-M3	0.0545	0.0370	0.0007	0.0922
M1-M1	0.0135	0.0083	0.0002	0.0220
M1-M2	0.0327	0.0253	0.0003	0.0583
M1-M3	0.0458	0.0370	0.0005	0.0833
M2-M2	0.0234	0.0171	0.0003	0.0408
M2-M3	0.0365	0.0286	0.0004	0.0655
M3-M3	0.0173	0.0117	0.0002	0.0292

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Eighth Revised Sheet No. 65** Twenty-Eighth Revised Sheet No. 65

Superseding: Twenty-Seventh Revised Sheet No. 65

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:				
CDS USAGE CHARGES				
USAGE-1 - MINIMUM				
STX-STX	0.0046	0.0000	0.0002	0.0048
STX-WLA	0.0054	0.0000	0.0002	0.0056
STX-ELA	0.0097	0.0000	0.0003	0.0100
STX-ETX	0.0097	0.0000	0.0003	0.0100
STX-M1	0.0190	0.0083	0.0005	0.0278
STX-M2	0.0382	0.0253	0.0006	0.0641
STX-M3	0.0513	0.0370	0.0008	0.0891
WLA-WLA	0.0017	0.0000	0.0001	0.0018
WLA-ELA	0.0060	0.0000	0.0002	0.0062
WLA-ETX	0.0060	0.0000	0.0002	0.0062
WLA-M1	0.0153	0.0083	0.0004	0.0240
WLA-M2	0.0345	0.0253	0.0005	0.0603
WLA-M3	0.0476	0.0370	0.0007	0.0853
ELA-ELA	0.0044	0.0000	0.0002	0.0046
ETX-ELA	0.0044	0.0000	0.0002	0.0046
ELA-M1	0.0137	0.0083	0.0004	0.0224
ELA-M2	0.0329	0.0253	0.0005	0.0587
ELA-M3	0.0460	0.0370	0.0007	0.0837
ETX-ETX	0.0044	0.0000	0.0002	0.0046
ETX-M1	0.0137	0.0083	0.0004	0.0224
ETX-M2	0.0329	0.0253	0.0005	0.0587
ETX-M3	0.0460	0.0370	0.0007	0.0837
M1-M1	0.0093	0.0083	0.0002	0.0178
M1-M2	0.0285	0.0253	0.0003	0.0541
M1-M3	0.0416	0.0370	0.0005	0.0791
M2-M2	0.0192	0.0171	0.0003	0.0366
M2-M3	0.0323	0.0286	0.0004	0.0613
M3-M3	0.0131	0.0117	0.0002	0.0250

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Eighteenth Revised Sheet No. 66** Eighteenth Revised Sheet No. 66

Superseding: Seventeenth Revised Sheet No. 66

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:				
CDS USAGE CHARGES				
USAGE-1 - BACKHAUL MAXIMUM				
STX-STX	0.0088	0.0000		0.0088
WLA-STX	0.0096	0.0000		0.0096
ELA-STX	0.0140	0.0000		0.0140
ETX-STX	0.0140	0.0000		0.0140
M1-STX	0.0275	0.0083		0.0358
M2-STX	0.0467	0.0253		0.0720
M3-STX	0.0598	0.0370		0.0968
WLA-WLA	0.0059	0.0000		0.0059
ELA-WLA	0.0103	0.0000		0.0103
ETX-WLA	0.0103	0.0000		0.0103
M1-WLA	0.0238	0.0083		0.0321
M2-WLA	0.0430	0.0253		0.0683
M3-WLA	0.0561	0.0370		0.0931
ELA-ELA	0.0087	0.0000		0.0087
ELA-ETX	0.0087	0.0000		0.0087
M1-ELA	0.0222	0.0083		0.0305
M2-ELA	0.0414	0.0253		0.0667
M3-ELA	0.0545	0.0370		0.0915
ETX-ETX	0.0087	0.0000		0.0087
M1-ETX	0.0222	0.0083		0.0305
M2-ETX	0.0414	0.0253		0.0667
M3-ETX	0.0545	0.0370		0.0915
M1-M1	0.0135	0.0083		0.0218
M2-M1	0.0327	0.0253		0.0580
M3-M1	0.0458	0.0370		0.0828
M2-M2	0.0234	0.0171		0.0405
M3-M2	0.0365	0.0286		0.0651
M3-M3	0.0173	0.0117		0.0290

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



Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Thirty-Sixth Revised Sheet No. 67** Thirty-Sixth Revised Sheet No. 67

Superseding: Thirty-Fifth Revised Sheet No. 67

NOTICE OF RATE CHANGE ADJUSTMENTS

		Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:					
CDS USAGE CHARGES					
USAGE-1 - BACKHAUL MINIMUM					
	STX-STX	0.0046	0.0000		0.0046
	WLA-STX	0.0054	0.0000		0.0054
	ELA-STX	0.0097	0.0000		0.0097
	ETX-STX	0.0097	0.0000		0.0097
	M1-STX	0.0190	0.0083		0.0273
	M2-STX	0.0382	0.0253		0.0635
	M3-STX	0.0513	0.0370		0.0883
	WLA-WLA	0.0017	0.0000		0.0017
	ELA-WLA	0.0060	0.0000		0.0060
	ETX-WLA	0.0060	0.0000		0.0060
	M1-WLA	0.0153	0.0083		0.0236
	M2-WLA	0.0345	0.0253		0.0598
	M3-WLA	0.0476	0.0370		0.0846
	ELA-ELA	0.0044	0.0000		0.0044
	ELA-ETX	0.0044	0.0000		0.0044
	M1-ELA	0.0137	0.0083		0.0220
	M2-ELA	0.0329	0.0253		0.0582
	M3-ELA	0.0460	0.0370		0.0830
	ETX-ETX	0.0044	0.0000		0.0044
	M1-ETX	0.0137	0.0083		0.0220
	M2-ETX	0.0329	0.0253		0.0582
	M3-ETX	0.0460	0.0370		0.0830
	M1-M1	0.0093	0.0083		0.0176
	M2-M1	0.0285	0.0253		0.0538
	M3-M1	0.0416	0.0370		0.0786
	M2-M2	0.0192	0.0171		0.0363
	M3-M2	0.0323	0.0286		0.0609
	M3-M3	0.0131	0.0117		0.0248
USAGE-2					
	STX	0.0090	0.0000	0.0002	0.0092
	WLA	0.0090	0.0000	0.0002	0.0092
	ELA	0.0090	0.0000	0.0002	0.0092
	ETX	0.0090	0.0000	0.0002	0.0092
	M1	0.0225	0.0083	0.0004	0.0312
	M2	0.0417	0.0253	0.0005	0.0675
	M3	0.0548	0.0370	0.0007	0.0925
USAGE-3					
	STX	0.1127	0.0001	0.0002	0.1130
	WLA	0.1127	0.0001	0.0002	0.1130
	ELA	0.1127	0.0001	0.0002	0.1130
	ETX	0.1127	0.0001	0.0002	0.1130
	M1	0.2645	0.0136	0.0004	0.2785
	M2	0.4038	0.0413	0.0005	0.4456
	M3	0.4989	0.0602	0.0007	0.5598

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Ninth Revised Sheet No. 68** Twenty-Ninth Revised Sheet No. 68

Superseding: Twenty-Eighth Revised Sheet No. 68

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule FT-1:				
FT-1 RESERVATION CHARGES				
ACCESS AREA				
MAXIMUM - STX-AAB	6.5820	0.0070	0.0000	6.5890
WLA-AAB	2.6030	0.0020	0.0000	2.6050
ELA-AAB	2.1520	0.0000	0.0000	2.1520
ETX-AAB	1.9660	0.0000	0.0000	1.9660
STX-STX	5.5120	0.0050	0.0000	5.5170
STX-WLA	5.6710	0.0050	0.0000	5.6760
STX-ELA	6.5870	0.0060	0.0000	6.5930
STX-ETX	6.5870	0.0070	0.0000	6.5940
WLA-WLA	1.8340	0.0000	0.0000	1.8340
WLA-ELA	2.6070	0.0010	0.0000	2.6080
WLA-ETX	2.6070	0.0000	0.0000	2.6070
ELA-ELA	2.1550	0.0010	0.0000	2.1560
ETX-ETX	1.9690	0.0010	0.0000	1.9700
ETX-ELA	2.1550	0.0000	0.0000	2.1550
MINIMUM - STX-AAB	0.0000	0.0000		0.0000
WLA-AAB	0.0000	0.0000		0.0000
ELA-AAB	0.0000	0.0000		0.0000
ETX-AAB	0.0000	0.0000		0.0000
STX-STX	0.0000	0.0000		0.0000
STX-WLA	0.0000	0.0000		0.0000
STX-ELA	0.0000	0.0000		0.0000
STX-ETX	0.0000	0.0000		0.0000
WLA-WLA	0.0000	0.0000		0.0000
WLA-ELA	0.0000	0.0000		0.0000
WLA-ETX	0.0000	0.0000		0.0000
ELA-ELA	0.0000	0.0000		0.0000
ETX-ETX	0.0000	0.0000		0.0000
ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA				
MAXIMUM - M1-M1	4.2060	0.1580	0.0000	4.3640
M1-M2	7.8600	0.4820	0.0000	8.3420
M1-M3	10.3530	0.7040	0.0000	11.0570
M2-M2	6.0860	0.3240	0.0000	6.4100
M2-M3	8.7170	0.5460	0.0000	9.2630
M3-M3	4.9260	0.2220	0.0000	5.1480
MINIMUM - M1-M1	0.0000	0.0000		0.0000
M1-M2	0.0000	0.0000		0.0000
M1-M3	0.0000	0.0000		0.0000
M2-M2	0.0000	0.0000		0.0000
M2-M3	0.0000	0.0000		0.0000
M3-M3	0.0000	0.0000		0.0000

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

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FERC Docket: RP10-278-000

**Twenty-Ninth Revised Sheet No. 69** Twenty-Ninth Revised Sheet No. 69

Superseding: Twenty-Eighth Revised Sheet No. 69

NOTICE OF RATE CHANGE ADJUSTMENTS

		Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule FT-1:					
FT-1 RESERVATION CHARGE ADJUSTMENT					
ACCESS AREA					
	MAXIMUM -				
	STX-AAB	0.2164	0.0002	0.0000	0.2166
	WLA-AAB	0.0856	0.0000	0.0000	0.0856
	ELA-AAB	0.0708	0.0001	0.0000	0.0708
	ETX-AAB	0.0646	0.0000	0.0000	0.0646
	STX-STX	0.1812	0.0003	0.0000	0.1814
	STX-WLA	0.1864	0.0003	0.0000	0.1866
	STX-ELA	0.2166	0.0002	0.0000	0.2168
	STX-ETX	0.2166	0.0002	0.0000	0.2168
	WLA-WLA	0.0603	0.0001	0.0000	0.0603
	WLA-ELA	0.0857	0.0000	0.0000	0.0857
	WLA-ETX	0.0857	0.0000	0.0000	0.0857
	ELA-ELA	0.0709	0.0000	0.0000	0.0709
	ETX-ETX	0.0647	0.0001	0.0000	0.0648
	ETX-ELA	0.0709	-0.0001	0.0000	0.0708
	MINIMUM -				
	STX-AAB	0.0000	0.0000		0.0000
	WLA-AAB	0.0000	0.0000		0.0000
	ELA-AAB	0.0000	0.0000		0.0000
	ETX-AAB	0.0000	0.0000		0.0000
	STX-STX	0.0000	0.0000		0.0000
	STX-WLA	0.0000	0.0000		0.0000
	STX-ELA	0.0000	0.0000		0.0000
	STX-ETX	0.0000	0.0000		0.0000
	WLA-WLA	0.0000	0.0000		0.0000
	WLA-ELA	0.0000	0.0000		0.0000
	WLA-ETX	0.0000	0.0000		0.0000
	ELA-ELA	0.0000	0.0000		0.0000
	ETX-ETX	0.0000	0.0000		0.0000
	ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA					
	MAXIMUM -				
	M1-M1	0.1383	0.0052	0.0000	0.1435
	M1-M2	0.2584	0.0159	0.0000	0.2743
	M1-M3	0.3404	0.0231	0.0000	0.3635
	M2-M2	0.2001	0.0106	0.0000	0.2107
	M2-M3	0.2866	0.0179	0.0000	0.3045
	M3-M3	0.1620	0.0072	0.0000	0.1692
	MINIMUM -				
	M1-M1	0.0000	0.0000		0.0000
	M1-M2	0.0000	0.0000		0.0000
	M1-M3	0.0000	0.0000		0.0000
	M2-M2	0.0000	0.0000		0.0000
	M2-M3	0.0000	0.0000		0.0000
	M3-M3	0.0000	0.0000		0.0000

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Eighth Revised Sheet No. 70** Twenty-Eighth Revised Sheet No. 70

Superseding: Twenty-Seventh Revised Sheet No. 70

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:				
FT-1 USAGE CHARGES				
USAGE-1 - MAXIMUM				
STX-STX	0.0088	0.0000	0.0002	0.0090
STX-WLA	0.0096	0.0000	0.0002	0.0098
STX-ELA	0.0140	0.0000	0.0003	0.0143
STX-ETX	0.0140	0.0000	0.0003	0.0143
STX-M1	0.0275	0.0083	0.0005	0.0363
STX-M2	0.0467	0.0253	0.0006	0.0726
STX-M3	0.0598	0.0370	0.0008	0.0976
WLA-WLA	0.0059	0.0000	0.0001	0.0060
WLA-ELA	0.0103	0.0000	0.0002	0.0105
WLA-ETX	0.0103	0.0000	0.0002	0.0105
WLA-M1	0.0238	0.0083	0.0004	0.0325
WLA-M2	0.0430	0.0253	0.0005	0.0688
WLA-M3	0.0561	0.0370	0.0007	0.0938
ELA-ELA	0.0087	0.0000	0.0002	0.0089
ETX-ELA	0.0087	0.0000	0.0002	0.0089
ELA-M1	0.0222	0.0083	0.0004	0.0309
ELA-M2	0.0414	0.0253	0.0005	0.0672
ELA-M3	0.0545	0.0370	0.0007	0.0922
ETX-ETX	0.0087	0.0000	0.0002	0.0089
ETX-M1	0.0222	0.0083	0.0004	0.0309
ETX-M2	0.0414	0.0253	0.0005	0.0672
ETX-M3	0.0545	0.0370	0.0007	0.0922
M1-M1	0.0135	0.0083	0.0002	0.0220
M1-M2	0.0327	0.0253	0.0003	0.0583
M1-M3	0.0458	0.0370	0.0005	0.0833
M2-M2	0.0234	0.0171	0.0003	0.0408
M2-M3	0.0365	0.0286	0.0004	0.0655
M3-M3	0.0173	0.0117	0.0002	0.0292

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

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FERC Docket: RP10-278-000

**Twenty-Eighth Revised Sheet No. 71** Twenty-Eighth Revised Sheet No. 71

Superseding: Twenty-Seventh Revised Sheet No. 71

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:				
FT-1 USAGE CHARGES				
USAGE-1 - MINIMUM				
STX-STX	0.0046	0.0000	0.0002	0.0048
STX-WLA	0.0054	0.0000	0.0002	0.0056
STX-ELA	0.0097	0.0000	0.0003	0.0100
STX-ETX	0.0097	0.0000	0.0003	0.0100
STX-M1	0.0190	0.0083	0.0005	0.0278
STX-M2	0.0382	0.0253	0.0006	0.0641
STX-M3	0.0513	0.0370	0.0008	0.0891
WLA-WLA	0.0017	0.0000	0.0001	0.0018
WLA-ELA	0.0060	0.0000	0.0002	0.0062
WLA-ETX	0.0060	0.0000	0.0002	0.0062
WLA-M1	0.0153	0.0083	0.0004	0.0240
WLA-M2	0.0345	0.0253	0.0005	0.0603
WLA-M3	0.0476	0.0370	0.0007	0.0853
ELA-ELA	0.0044	0.0000	0.0002	0.0046
ETX-ELA	0.0044	0.0000	0.0002	0.0046
ELA-M1	0.0137	0.0083	0.0004	0.0224
ELA-M2	0.0329	0.0253	0.0005	0.0587
ELA-M3	0.0460	0.0370	0.0007	0.0837
ETX-ETX	0.0044	0.0000	0.0002	0.0046
ETX-M1	0.0137	0.0083	0.0004	0.0224
ETX-M2	0.0329	0.0253	0.0005	0.0587
ETX-M3	0.0460	0.0370	0.0007	0.0837
M1-M1	0.0093	0.0083	0.0002	0.0178
M1-M2	0.0285	0.0253	0.0003	0.0541
M1-M3	0.0416	0.0370	0.0005	0.0791
M2-M2	0.0192	0.0171	0.0003	0.0366
M2-M3	0.0323	0.0286	0.0004	0.0613
M3-M3	0.0131	0.0117	0.0002	0.0250

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

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**Eighteenth Revised Sheet No. 72** Eighteenth Revised Sheet No. 72

Superseding: Seventeenth Revised Sheet No. 72

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:				
FT-1 USAGE CHARGES				
USAGE-1 - BACKHAUL MAXIMUM				
STX-STX	0.0088	0.0000		0.0088
WLA-STX	0.0096	0.0000		0.0096
ELA-STX	0.0140	0.0000		0.0140
ETX-STX	0.0140	0.0000		0.0140
M1-STX	0.0275	0.0083		0.0358
M2-STX	0.0467	0.0253		0.0720
M3-STX	0.0598	0.0370		0.0968
WLA-WLA	0.0059	0.0000		0.0059
ELA-WLA	0.0103	0.0000		0.0103
ETX-WLA	0.0103	0.0000		0.0103
M1-WLA	0.0238	0.0083		0.0321
M2-WLA	0.0430	0.0253		0.0683
M3-WLA	0.0561	0.0370		0.0931
ELA-ELA	0.0087	0.0000		0.0087
ELA-ETX	0.0087	0.0000		0.0087
M1-ELA	0.0222	0.0083		0.0305
M2-ELA	0.0414	0.0253		0.0667
M3-ELA	0.0545	0.0370		0.0915
ETX-ETX	0.0087	0.0000		0.0087
M1-ETX	0.0222	0.0083		0.0305
M2-ETX	0.0414	0.0253		0.0667
M3-ETX	0.0545	0.0370		0.0915
M1-M1	0.0135	0.0083		0.0218
M2-M1	0.0327	0.0253		0.0580
M3-M1	0.0458	0.0370		0.0828
M2-M2	0.0234	0.0171		0.0405
M3-M2	0.0365	0.0286		0.0651
M3-M3	0.0173	0.0117		0.0290

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Thirty-Sixth Revised Sheet No. 73** Thirty-Sixth Revised Sheet No. 73

Superseding: Thirty-Fifth Revised Sheet No. 73

NOTICE OF RATE CHANGE ADJUSTMENTS

		Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:					
FT-1 USAGE CHARGES					
USAGE-1 - BACKHAUL MINIMUM					
	STX-STX	0.0046	0.0000		0.0046
	WLA-STX	0.0054	0.0000		0.0054
	ELA-STX	0.0097	0.0000		0.0097
	ETX-STX	0.0097	0.0000		0.0097
	M1-STX	0.0190	0.0083		0.0273
	M2-STX	0.0382	0.0253		0.0635
	M3-STX	0.0513	0.0370		0.0883
	WLA-WLA	0.0017	0.0000		0.0017
	ELA-WLA	0.0060	0.0000		0.0060
	ETX-WLA	0.0060	0.0000		0.0060
	M1-WLA	0.0153	0.0083		0.0236
	M2-WLA	0.0345	0.0253		0.0598
	M3-WLA	0.0476	0.0370		0.0846
	ELA-ELA	0.0044	0.0000		0.0044
	ELA-ETX	0.0044	0.0000		0.0044
	M1-ELA	0.0137	0.0083		0.0220
	M2-ELA	0.0329	0.0253		0.0582
	M3-ELA	0.0460	0.0370		0.0830
	ETX-ETX	0.0044	0.0000		0.0044
	M1-ETX	0.0137	0.0083		0.0220
	M2-ETX	0.0329	0.0253		0.0582
	M3-ETX	0.0460	0.0370		0.0830
	M1-M1	0.0093	0.0083		0.0176
	M2-M1	0.0285	0.0253		0.0538
	M3-M1	0.0416	0.0370		0.0786
	M2-M2	0.0192	0.0171		0.0363
	M3-M2	0.0323	0.0286		0.0609
	M3-M3	0.0131	0.0117		0.0248
USAGE-2					
	STX	0.1127	0.0001	0.0002	0.1130
	WLA	0.1127	0.0001	0.0002	0.1130
	ELA	0.1127	0.0001	0.0002	0.1130
	ETX	0.1127	0.0001	0.0002	0.1130
	M1	0.2645	0.0136	0.0004	0.2785
	M2	0.4038	0.0413	0.0005	0.4456
	M3	0.4989	0.0602	0.0007	0.5598

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Eighteenth Revised Sheet No. 74** Eighteenth Revised Sheet No. 74

Superseding: Seventeenth Revised Sheet No. 74

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule SCT:				
SCT RESERVATION CHARGES				
ACCESS AREA				
MAXIMUM - STX-AAB	2.7220	0.0030		2.7250
WLA-AAB	1.1310	0.0000		1.1310
ELA-AAB	0.9500	0.0000		0.9500
ETX-AAB	0.8760	0.0000		0.8760
STX-STX	2.2930	0.0020		2.2950
STX-WLA	2.3560	0.0020		2.3580
STX-ELA	2.7220	0.0020		2.7240
STX-ETX	2.7220	0.0030		2.7250
WLA-WLA	0.8220	0.0000		0.8220
WLA-ELA	1.1310	0.0000		1.1310
WLA-ETX	1.1310	-0.0010		1.1300
ELA-ELA	0.9500	0.0000		0.9500
ETX-ETX	0.8760	0.0000		0.8760
ETX-ELA	0.9500	0.0000		0.9500
MINIMUM - STX-AAB	0.0000	0.0000		0.0000
WLA-AAB	0.0000	0.0000		0.0000
ELA-AAB	0.0000	0.0000		0.0000
ETX-AAB	0.0000	0.0000		0.0000
STX-STX	0.0000	0.0000		0.0000
STX-WLA	0.0000	0.0000		0.0000
STX-ELA	0.0000	0.0000		0.0000
STX-ETX	0.0000	0.0000		0.0000
WLA-WLA	0.0000	0.0000		0.0000
WLA-ELA	0.0000	0.0000		0.0000
WLA-ETX	0.0000	0.0000		0.0000
ELA-ELA	0.0000	0.0000		0.0000
ETX-ETX	0.0000	0.0000		0.0000
ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA				
MAXIMUM - M1-M1	1.7700	0.0620		1.8320
M1-M2	3.2300	0.1930		3.4230
M1-M3	4.2270	0.2810		4.5080
M2-M2	2.5220	0.1290		2.6510
M2-M3	3.5730	0.2180		3.7910
M3-M3	2.0570	0.0890		2.1460
MINIMUM - M1-M1	0.0000	0.0000		0.0000
M1-M2	0.0000	0.0000		0.0000
M1-M3	0.0000	0.0000		0.0000
M2-M2	0.0000	0.0000		0.0000
M2-M3	0.0000	0.0000		0.0000
M3-M3	0.0000	0.0000		0.0000

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



Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Eighteenth Revised Sheet No. 75** Eighteenth Revised Sheet No. 75

Superseding: Seventeenth Revised Sheet No. 75

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule SCT:				
SCT RESERVATION CHARGE ADJUSTMENT				
ACCESS AREA				
MAXIMUM - STX-AAB	0.0895	0.0001		0.0896
WLA-AAB	0.0372	0.0000		0.0372
ELA-AAB	0.0312	0.0000		0.0312
ETX-AAB	0.0288	0.0000		0.0288
STX-STX	0.0754	0.0001		0.0755
STX-WLA	0.0775	0.0000		0.0775
STX-ELA	0.0895	0.0001		0.0896
STX-ETX	0.0895	0.0001		0.0896
WLA-WLA	0.0270	0.0000		0.0270
WLA-ELA	0.0372	0.0000		0.0372
WLA-ETX	0.0372	0.0000		0.0372
ELA-ELA	0.0312	0.0000		0.0312
ETX-ETX	0.0288	0.0000		0.0288
ETX-ELA	0.0312	0.0000		0.0312
MINIMUM - STX-AAB	0.0000	0.0000		0.0000
WLA-AAB	0.0000	0.0000		0.0000
ELA-AAB	0.0000	0.0000		0.0000
ETX-AAB	0.0000	0.0000		0.0000
STX-STX	0.0000	0.0000		0.0000
STX-WLA	0.0000	0.0000		0.0000
STX-ELA	0.0000	0.0000		0.0000
STX-ETX	0.0000	0.0000		0.0000
WLA-WLA	0.0000	0.0000		0.0000
WLA-ELA	0.0000	0.0000		0.0000
WLA-ETX	0.0000	0.0000		0.0000
ELA-ELA	0.0000	0.0000		0.0000
ETX-ETX	0.0000	0.0000		0.0000
ETX-ELA	0.0000	0.0000		0.0000
MARKET AREA				
MAXIMUM - M1-M1	0.0582	0.0020		0.0602
M1-M2	0.1062	0.0063		0.1125
M1-M3	0.1390	0.0092		0.1482
M2-M2	0.0829	0.0043		0.0872
M2-M3	0.1175	0.0071		0.1246
M3-M3	0.0676	0.0030		0.0706
MINIMUM - M1-M1	0.0000	0.0000		0.0000
M1-M2	0.0000	0.0000		0.0000
M1-M3	0.0000	0.0000		0.0000
M2-M2	0.0000	0.0000		0.0000
M2-M3	0.0000	0.0000		0.0000
M3-M3	0.0000	0.0000		0.0000

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

Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP10-81-000

**Ninth Revised Sheet No. 76** Ninth Revised Sheet No. 76  
Superseding: Eighth Revised Sheet No. 76

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule SCT:				
SCT DEMAND CHARGES**				
ACCESS AREA				
MAXIMUM -	0.0020			0.0020
MINIMUM -	0.0000			0.0000
MARKET AREA				
MAXIMUM - M1-M1	0.0030			0.0030
M1-M2	0.0030			0.0030
M1-M3	0.0040			0.0040
MINIMUM - M1-M1	0.0000			0.0000
M1-M2	0.0000			0.0000
M1-M3	0.0000			0.0000

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

\*\*Pursuant to Section 26 of the General Terms and Conditions.

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Eighth Revised Sheet No. 77** Twenty-Eighth Revised Sheet No. 77

Superseding: Twenty-Seventh Revised Sheet No. 77

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT USAGE CHARGES				
USAGE-1 - MAXIMUM				
STX-STX	0.1899	0.0002	0.0002	0.1903
STX-WLA	0.1959	0.0002	0.0002	0.1963
STX-ELA	0.2304	0.0002	0.0003	0.2309
STX-ETX	0.2304	0.0002	0.0003	0.2309
STX-M1	0.3820	0.0137	0.0005	0.3962
STX-M2	0.5212	0.0414	0.0006	0.5632
STX-M3	0.6163	0.0603	0.0008	0.6774
WLA-WLA	0.0661	-0.0000	0.0001	0.0662
WLA-ELA	0.0959	0.0000	0.0002	0.0961
WLA-ETX	0.0959	0.0000	0.0002	0.0961
WLA-M1	0.2475	0.0135	0.0004	0.2614
WLA-M2	0.3867	0.0412	0.0005	0.4284
WLA-M3	0.4818	0.0602	0.0007	0.5427
ELA-ELA	0.0795	-0.0000	0.0002	0.0797
ETX-ELA	0.0795	-0.0000	0.0002	0.0797
ELA-M1	0.2311	0.0134	0.0004	0.2449
ELA-M2	0.3703	0.0411	0.0005	0.4119
ELA-M3	0.4654	0.0601	0.0007	0.5262
ETX-ETX	0.0733	0.0001	0.0002	0.0736
ETX-M1	0.2249	0.0135	0.0004	0.2388
ETX-M2	0.3641	0.0412	0.0005	0.4058
ETX-M3	0.4592	0.0602	0.0007	0.5201
M1-M1	0.1516	0.0135	0.0002	0.1653
M1-M2	0.2908	0.0412	0.0003	0.3323
M1-M3	0.3859	0.0601	0.0005	0.4465
M2-M2	0.2233	0.0277	0.0003	0.2513
M2-M3	0.3228	0.0466	0.0004	0.3698
M3-M3	0.1791	0.0190	0.0002	0.1983

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Eighth Revised Sheet No. 78** Twenty-Eighth Revised Sheet No. 78

Superseding: Twenty-Seventh Revised Sheet No. 78

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT USAGE CHARGES				
USAGE-1 - MINIMUM				
STX-STX	0.0046	0.0000	0.0002	0.0048
STX-WLA	0.0054	0.0000	0.0002	0.0056
STX-ELA	0.0097	0.0000	0.0003	0.0100
STX-ETX	0.0097	0.0000	0.0003	0.0100
STX-M1	0.0190	0.0083	0.0005	0.0278
STX-M2	0.0382	0.0253	0.0006	0.0641
STX-M3	0.0513	0.0370	0.0008	0.0891
WLA-WLA	0.0017	0.0000	0.0001	0.0018
WLA-ELA	0.0060	0.0000	0.0002	0.0062
WLA-ETX	0.0060	0.0000	0.0002	0.0062
WLA-M1	0.0153	0.0083	0.0004	0.0240
WLA-M2	0.0345	0.0253	0.0005	0.0603
WLA-M3	0.0476	0.0370	0.0007	0.0853
ELA-ELA	0.0044	0.0000	0.0002	0.0046
ETX-ELA	0.0044	0.0000	0.0002	0.0046
ELA-M1	0.0137	0.0083	0.0004	0.0224
ELA-M2	0.0329	0.0253	0.0005	0.0587
ELA-M3	0.0460	0.0370	0.0007	0.0837
ETX-ETX	0.0044	0.0000	0.0002	0.0046
ETX-M1	0.0137	0.0083	0.0004	0.0224
ETX-M2	0.0329	0.0253	0.0005	0.0587
ETX-M3	0.0460	0.0370	0.0007	0.0837
M1-M1	0.0093	0.0083	0.0002	0.0178
M1-M2	0.0285	0.0253	0.0003	0.0541
M1-M3	0.0416	0.0370	0.0005	0.0791
M2-M2	0.0192	0.0171	0.0003	0.0366
M2-M3	0.0323	0.0286	0.0004	0.0613
M3-M3	0.0131	0.0117	0.0002	0.0250

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Eighteenth Revised Sheet No. 79** Eighteenth Revised Sheet No. 79

Superseding: Seventeenth Revised Sheet No. 79

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT USAGE CHARGES				
USAGE-1 - BACKHAUL MAXIMUM				
STX-STX	0.1899	0.0002		0.1901
WLA-STX	0.1959	0.0002		0.1961
ELA-STX	0.2304	0.0002		0.2306
ETX-STX	0.2304	0.0002		0.2306
M1-STX	0.3820	0.0137		0.3957
M2-STX	0.5212	0.0414		0.5626
M3-STX	0.6163	0.0603		0.6766
WLA-WLA	0.0661	0.0000		0.0661
ELA-WLA	0.0959	0.0000		0.0959
ETX-WLA	0.0959	0.0000		0.0959
M1-WLA	0.2475	0.0135		0.2610
M2-WLA	0.3867	0.0412		0.4279
M3-WLA	0.4818	0.0602		0.5420
ELA-ELA	0.0795	0.0000		0.0795
ELA-ETX	0.0795	0.0000		0.0795
M1-ELA	0.2311	0.0134		0.2445
M2-ELA	0.3703	0.0411		0.4114
M3-ELA	0.4654	0.0601		0.5255
ETX-ETX	0.0733	0.0001		0.0734
M1-ETX	0.2249	0.0135		0.2384
M2-ETX	0.3641	0.0412		0.4053
M3-ETX	0.4592	0.0602		0.5194
M1-M1	0.1516	0.0135		0.1651
M2-M1	0.2908	0.0412		0.3320
M3-M1	0.3859	0.0601		0.4460
M2-M2	0.2233	0.0277		0.2510
M3-M2	0.3228	0.0466		0.3694
M3-M3	0.1791	0.0190		0.1981

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Thirty-Sixth Revised Sheet No. 80** Thirty-Sixth Revised Sheet No. 80

Superseding: Thirty-Fifth Revised Sheet No. 80

NOTICE OF RATE CHANGE ADJUSTMENTS

		Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:					
SCT USAGE CHARGES					
USAGE-1 - BACKHAUL MINIMUM					
	STX-STX	0.0046	0.0000		0.0046
	WLA-STX	0.0054	0.0000		0.0054
	ELA-STX	0.0097	0.0000		0.0097
	ETX-STX	0.0097	0.0000		0.0097
	M1-STX	0.0190	0.0083		0.0273
	M2-STX	0.0382	0.0253		0.0635
	M3-STX	0.0513	0.0370		0.0883
	WLA-WLA	0.0017	0.0000		0.0017
	ELA-WLA	0.0060	0.0000		0.0060
	ETX-WLA	0.0060	0.0000		0.0060
	M1-WLA	0.0153	0.0083		0.0236
	M2-WLA	0.0345	0.0253		0.0598
	M3-WLA	0.0476	0.0370		0.0846
	ELA-ELA	0.0044	0.0000		0.0044
	ELA-ETX	0.0044	0.0000		0.0044
	M1-ELA	0.0137	0.0083		0.0220
	M2-ELA	0.0329	0.0253		0.0582
	M3-ELA	0.0460	0.0370		0.0830
	ETX-ETX	0.0044	0.0000		0.0044
	M1-ETX	0.0137	0.0083		0.0220
	M2-ETX	0.0329	0.0253		0.0582
	M3-ETX	0.0460	0.0370		0.0830
	M1-M1	0.0093	0.0083		0.0176
	M2-M1	0.0285	0.0253		0.0538
	M3-M1	0.0416	0.0370		0.0786
	M2-M2	0.0192	0.0171		0.0363
	M3-M2	0.0323	0.0286		0.0609
	M3-M3	0.0131	0.0117		0.0248
USAGE-2					
	STX	0.1127	0.0001	0.0002	0.1130
	WLA	0.1127	0.0001	0.0002	0.1130
	ELA	0.1127	0.0001	0.0002	0.1130
	ETX	0.1127	0.0001	0.0002	0.1130
	M1	0.2643	0.0136	0.0004	0.2783
	M2	0.4035	0.0413	0.0005	0.4453
	M3	0.4986	0.0602	0.0007	0.5595
USAGE-3					
	STX	0.1127	0.0001	0.0002	0.1130
	WLA	0.1127	0.0001	0.0002	0.1130
	ELA	0.1127	0.0001	0.0002	0.1130
	ETX	0.1127	0.0001	0.0002	0.1130
	M1	0.2645	0.0136	0.0004	0.2785
	M2	0.4038	0.0413	0.0005	0.4456
	M3	0.4989	0.0602	0.0007	0.5598

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Eighth Revised Sheet No. 81** Twenty-Eighth Revised Sheet No. 81

Superseding: Twenty-Seventh Revised Sheet No. 81

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT ALTERNATE USAGE CHARGES				
ALTERNATE USAGE - MAXIMUM				
STX-STX	0.5669	0.0005	0.0002	0.5676
STX-WLA	0.5832	0.0005	0.0002	0.5839
STX-ELA	0.6778	0.0006	0.0003	0.6787
STX-ETX	0.6778	0.0007	0.0003	0.6788
STX-M1	1.1202	0.0246	0.0005	1.1453
STX-M2	1.4995	0.0737	0.0006	1.5738
STX-M3	1.7585	0.1071	0.0008	1.8664
WLA-WLA	0.2011	0.0001	0.0001	0.2013
WLA-ELA	0.2818	-0.0000	0.0002	0.2820
WLA-ETX	0.2818	-0.0001	0.0002	0.2819
WLA-M1	0.7242	0.0239	0.0004	0.7485
WLA-M2	1.1035	0.0730	0.0005	1.1770
WLA-M3	1.3625	0.1065	0.0007	1.4697
ELA-ELA	0.2356	0.0001	0.0002	0.2359
ETX-ELA	0.2356	0.0001	0.0002	0.2359
ELA-M1	0.6780	0.0238	0.0004	0.7022
ELA-M2	1.0573	0.0729	0.0005	1.1307
ELA-M3	1.3163	0.1064	0.0007	1.4234
ETX-ETX	0.2173	0.0001	0.0002	0.2176
ETX-M1	0.6597	0.0239	0.0004	0.6840
ETX-M2	1.0390	0.0730	0.0005	1.1125
ETX-M3	1.2980	0.1064	0.0007	1.4051
M1-M1	0.4424	0.0239	0.0002	0.4665
M1-M2	0.8217	0.0730	0.0003	0.8950
M1-M3	1.0807	0.1063	0.0005	1.1875
M2-M2	0.6378	0.0490	0.0003	0.6871
M2-M3	0.9101	0.0825	0.0004	0.9930
M3-M3	0.5173	0.0336	0.0002	0.5511

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Eighth Revised Sheet No. 82** Twenty-Eighth Revised Sheet No. 82

Superseding: Twenty-Seventh Revised Sheet No. 82

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT ALTERNATE USAGE CHARGES				
ALTERNATE USAGE - MINIMUM				
STX-STX	0.0046	-0.0000	0.0002	0.0048
STX-WLA	0.0054	-0.0000	0.0002	0.0056
STX-ELA	0.0097	-0.0000	0.0003	0.0100
STX-ETX	0.0097	-0.0000	0.0003	0.0100
STX-M1	0.0190	0.0083	0.0005	0.0278
STX-M2	0.0382	0.0253	0.0006	0.0641
STX-M3	0.0513	0.0370	0.0008	0.0891
WLA-WLA	0.0017	0.0000	0.0001	0.0018
WLA-ELA	0.0060	-0.0000	0.0002	0.0062
WLA-ETX	0.0060	-0.0000	0.0002	0.0062
WLA-M1	0.0153	0.0083	0.0004	0.0240
WLA-M2	0.0345	0.0253	0.0005	0.0603
WLA-M3	0.0476	0.0370	0.0007	0.0853
ELA-ELA	0.0044	-0.0000	0.0002	0.0046
ETX-ELA	0.0044	-0.0000	0.0002	0.0046
ELA-M1	0.0137	0.0083	0.0004	0.0224
ELA-M2	0.0329	0.0253	0.0005	0.0587
ELA-M3	0.0460	0.0370	0.0007	0.0837
ETX-ETX	0.0044	-0.0000	0.0002	0.0046
ETX-M1	0.0137	0.0083	0.0004	0.0224
ETX-M2	0.0329	0.0253	0.0005	0.0587
ETX-M3	0.0460	0.0370	0.0007	0.0837
M1-M1	0.0093	0.0083	0.0002	0.0178
M1-M2	0.0285	0.0253	0.0003	0.0541
M1-M3	0.0416	0.0370	0.0005	0.0791
M2-M2	0.0192	0.0171	0.0003	0.0366
M2-M3	0.0323	0.0286	0.0004	0.0613
M3-M3	0.0131	0.0117	0.0002	0.0250

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



Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Eighteenth Revised Sheet No. 83** Eighteenth Revised Sheet No. 83

Superseding: Seventeenth Revised Sheet No. 83

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT ALTERNATE USAGE CHARGES				
ALTERNATE USAGE - BACKHAUL MAXIMUM				
STX-STX	0.5669	0.0005		0.5674
WLA-STX	0.5832	0.0005		0.5837
ELA-STX	0.6778	0.0006		0.6784
ETX-STX	0.6778	0.0007		0.6785
M1-STX	1.1202	0.0246		1.1448
M2-STX	1.4995	0.0737		1.5732
M3-STX	1.7585	0.1071		1.8656
WLA-WLA	0.2011	0.0001		0.2012
ELA-WLA	0.2818	0.0000		0.2818
ETX-WLA	0.2818	-0.0001		0.2817
M1-WLA	0.7242	0.0239		0.7481
M2-WLA	1.1035	0.0730		1.1765
M3-WLA	1.3625	0.1065		1.4690
ELA-ELA	0.2356	0.0001		0.2357
ELA-ETX	0.2356	0.0001		0.2357
M1-ELA	0.6780	0.0238		0.7018
M2-ELA	1.0573	0.0729		1.1302
M3-ELA	1.3163	0.1064		1.4227
ETX-ETX	0.2173	0.0001		0.2174
M1-ETX	0.6597	0.0239		0.6836
M2-ETX	1.0390	0.0730		1.1120
M3-ETX	1.2980	0.1064		1.4044
M1-M1	0.4424	0.0239		0.4663
M2-M1	0.8217	0.0730		0.8947
M3-M1	1.0807	0.1063		1.1870
M2-M2	0.6378	0.0490		0.6868
M3-M2	0.9101	0.0825		0.9926
M3-M3	0.5173	0.0336		0.5509

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Eighteenth Revised Sheet No. 84** Eighteenth Revised Sheet No. 84

Superseding: Seventeenth Revised Sheet No. 84

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SCT:				
SCT ALTERNATE USAGE CHARGES				
ALTERNATE USAGE - BACKHAUL MINIMUM				
STX-STX	0.0046	0.0000		0.0046
WLA-STX	0.0054	0.0000		0.0054
ELA-STX	0.0097	0.0000		0.0097
ETX-STX	0.0097	0.0000		0.0097
M1-STX	0.0190	0.0083		0.0273
M2-STX	0.0382	0.0253		0.0635
M3-STX	0.0513	0.0370		0.0883
WLA-WLA	0.0017	0.0000		0.0017
ELA-WLA	0.0060	0.0000		0.0060
ETX-WLA	0.0060	0.0000		0.0060
M1-WLA	0.0153	0.0083		0.0236
M2-WLA	0.0345	0.0253		0.0598
M3-WLA	0.0476	0.0370		0.0846
ELA-ELA	0.0044	0.0000		0.0044
ELA-ETX	0.0044	0.0000		0.0044
M1-ELA	0.0137	0.0083		0.0220
M2-ELA	0.0329	0.0253		0.0582
M3-ELA	0.0460	0.0370		0.0830
ETX-ETX	0.0044	0.0000		0.0044
M1-ETX	0.0137	0.0083		0.0220
M2-ETX	0.0329	0.0253		0.0582
M3-ETX	0.0460	0.0370		0.0830
M1-M1	0.0093	0.0083		0.0176
M2-M1	0.0285	0.0253		0.0538
M3-M1	0.0416	0.0370		0.0786
M2-M2	0.0192	0.0171		0.0363
M3-M2	0.0323	0.0286		0.0609
M3-M3	0.0131	0.0117		0.0248

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

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**Nineteenth Revised Sheet No. 85** Nineteenth Revised Sheet No. 85 :    Effective  
Superseding: Eighteenth Revised Sheet No. 85

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**Fifteenth Revised Sheet No. 86** Fifteenth Revised Sheet No. 86 :    Effective  
Superseding: Fourteenth Revised Sheet No. 86

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**Fifteenth Revised Sheet No. 87** Fifteenth Revised Sheet No. 87 :    Effective  
Superseding: Fourteenth Revised Sheet No. 87

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**Fourteenth Revised Sheet No. 88** Fourteenth Revised Sheet No. 88 :    Effective  
Superseding: Thirteenth Revised Sheet No. 88

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**Tenth Revised Sheet No. 89** Tenth Revised Sheet No. 89 :    Effective  
Superseding: Ninth Revised Sheet No. 89

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**Tenth Revised Sheet No. 90** Tenth Revised Sheet No. 90 :    Effective  
Superseding: Ninth Revised Sheet No. 90

This sheet was previously issued,  
but is now reserved for future use.



Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Thirty-Sixth Revised Sheet No. 91** Thirty-Sixth Revised Sheet No. 91

Superseding: Thirty-Fifth Revised Sheet No. 91

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule IT-1:				
IT-1 USAGE CHARGES				
USAGE-1 - MAXIMUM				
STX-STX	0.1900	0.0002	0.0002	0.1904
STX-WLA	0.1960	0.0002	0.0002	0.1964
STX-ELA	0.2306	0.0002	0.0003	0.2311
STX-ETX	0.2306	0.0002	0.0003	0.2311
STX-M1	0.3824	0.0137	0.0005	0.3966
STX-M2	0.5217	0.0413	0.0006	0.5636
STX-M3	0.6168	0.0603	0.0008	0.6779
WLA-WLA	0.0662	0.0000	0.0001	0.0663
WLA-ELA	0.0960	0.0000	0.0002	0.0962
WLA-ETX	0.0960	0.0000	0.0002	0.0962
WLA-M1	0.2478	0.0136	0.0004	0.2618
WLA-M2	0.3871	0.0412	0.0005	0.4288
WLA-M3	0.4822	0.0602	0.0007	0.5431
ELA-ELA	0.0796	0.0000	0.0002	0.0798
ETX-ELA	0.0796	0.0000	0.0002	0.0798
ELA-M1	0.2314	0.0135	0.0004	0.2453
ELA-M2	0.3707	0.0411	0.0005	0.4123
ELA-M3	0.4658	0.0601	0.0007	0.5266
ETX-ETX	0.0734	0.0000	0.0002	0.0736
ETX-M1	0.2252	0.0135	0.0004	0.2391
ETX-M2	0.3645	0.0411	0.0005	0.4061
ETX-M3	0.4596	0.0601	0.0007	0.5204
M1-M1	0.1518	0.0135	0.0002	0.1655
M1-M2	0.2911	0.0411	0.0003	0.3325
M1-M3	0.3862	0.0601	0.0005	0.4468
M2-M2	0.2235	0.0278	0.0003	0.2516
M2-M3	0.3231	0.0466	0.0004	0.3701
M3-M3	0.1793	0.0190	0.0002	0.1985

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Eighth Revised Sheet No. 92** Twenty-Eighth Revised Sheet No. 92

Superseding: Twenty-Seventh Revised Sheet No. 92

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule IT-1:				
IT-1 USAGE CHARGES				
USAGE-1 - MINIMUM				
STX-STX	0.0046	0.0000	0.0002	0.0048
STX-WLA	0.0054	0.0000	0.0002	0.0056
STX-ELA	0.0097	0.0000	0.0003	0.0100
STX-ETX	0.0097	0.0000	0.0003	0.0100
STX-M1	0.0190	0.0083	0.0005	0.0278
STX-M2	0.0382	0.0253	0.0006	0.0641
STX-M3	0.0513	0.0370	0.0008	0.0891
WLA-WLA	0.0017	0.0000	0.0001	0.0018
WLA-ELA	0.0060	0.0000	0.0002	0.0062
WLA-ETX	0.0060	0.0000	0.0002	0.0062
WLA-M1	0.0153	0.0083	0.0004	0.0240
WLA-M2	0.0345	0.0253	0.0005	0.0603
WLA-M3	0.0476	0.0370	0.0007	0.0853
ELA-ELA	0.0044	0.0000	0.0002	0.0046
ETX-ELA	0.0044	0.0000	0.0002	0.0046
ELA-M1	0.0137	0.0083	0.0004	0.0224
ELA-M2	0.0329	0.0253	0.0005	0.0587
ELA-M3	0.0460	0.0370	0.0007	0.0837
ETX-ETX	0.0044	0.0000	0.0002	0.0046
ETX-M1	0.0137	0.0083	0.0004	0.0224
ETX-M2	0.0329	0.0253	0.0005	0.0587
ETX-M3	0.0460	0.0370	0.0007	0.0837
M1-M1	0.0093	0.0083	0.0002	0.0178
M1-M2	0.0285	0.0253	0.0003	0.0541
M1-M3	0.0416	0.0370	0.0005	0.0791
M2-M2	0.0192	0.0171	0.0003	0.0366
M2-M3	0.0323	0.0286	0.0004	0.0613
M3-M3	0.0131	0.0117	0.0002	0.0250

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

Effective Date: 02/01/2010 Status: Effective  
 FERC Docket: RP10-278-000

**Twenty-Sixth Revised Sheet No. 93** Twenty-Sixth Revised Sheet No. 93  
 Superseding: Twenty-Fifth Revised Sheet No. 93

NOTICE OF RATE CHANGE ADJUSTMENTS

	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule IT-1:				
IT-1 USAGE CHARGES				
USAGE-1 - BACKHAUL MAXIMUM				
STX-STX	0.1900	0.0002		0.1902
WLA-STX	0.1960	0.0002		0.1962
ELA-STX	0.2306	0.0002		0.2308
ETX-STX	0.2306	0.0002		0.2308
M1-STX	0.3824	0.0137		0.3961
M2-STX	0.5217	0.0413		0.5630
M3-STX	0.6168	0.0603		0.6771
WLA-WLA	0.0662	0.0000		0.0662
ELA-WLA	0.0960	0.0000		0.0960
ETX-WLA	0.0960	0.0000		0.0960
M1-WLA	0.2478	0.0136		0.2614
M2-WLA	0.3871	0.0412		0.4283
M3-WLA	0.4822	0.0602		0.5424
ELA-ELA	0.0796	0.0000		0.0796
ELA-ETX	0.0796	0.0000		0.0796
M1-ELA	0.2314	0.0135		0.2449
M2-ELA	0.3707	0.0411		0.4118
M3-ELA	0.4658	0.0601		0.5259
ETX-ETX	0.0734	0.0000		0.0734
M1-ETX	0.2252	0.0135		0.2387
M2-ETX	0.3645	0.0411		0.4056
M3-ETX	0.4596	0.0601		0.5197
M1-M1	0.1518	0.0135		0.1653
M2-M1	0.2911	0.0411		0.3322
M3-M1	0.3862	0.0601		0.4463
M2-M2	0.2235	0.0278		0.2513
M3-M2	0.3231	0.0466		0.3697
M3-M3	0.1793	0.0190		0.1983

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Thirty-Fourth Revised Sheet No. 94** Thirty-Fourth Revised Sheet No. 94

Superseding: Thirty-Third Revised Sheet No. 94

NOTICE OF RATE CHANGE ADJUSTMENTS

		Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule IT-1:					
IT-1 USAGE CHARGES					
USAGE-1 - BACKHAUL MINIMUM					
	STX-STX	0.0046	0.0000		0.0046
	WLA-STX	0.0054	0.0000		0.0054
	ELA-STX	0.0097	0.0000		0.0097
	ETX-STX	0.0097	0.0000		0.0097
	M1-STX	0.0190	0.0083		0.0273
	M2-STX	0.0382	0.0253		0.0635
	M3-STX	0.0513	0.0370		0.0883
	WLA-WLA	0.0017	0.0000		0.0017
	ELA-WLA	0.0060	0.0000		0.0060
	ETX-WLA	0.0060	0.0000		0.0060
	M1-WLA	0.0153	0.0083		0.0236
	M2-WLA	0.0345	0.0253		0.0598
	M3-WLA	0.0476	0.0370		0.0846
	ELA-ELA	0.0044	0.0000		0.0044
	ELA-ETX	0.0044	0.0000		0.0044
	M1-ELA	0.0137	0.0083		0.0220
	M2-ELA	0.0329	0.0253		0.0582
	M3-ELA	0.0460	0.0370		0.0830
	ETX-ETX	0.0044	0.0000		0.0044
	M1-ETX	0.0137	0.0083		0.0220
	M2-ETX	0.0329	0.0253		0.0582
	M3-ETX	0.0460	0.0370		0.0830
	M1-M1	0.0093	0.0083		0.0176
	M2-M1	0.0285	0.0253		0.0538
	M3-M1	0.0416	0.0370		0.0786
	M2-M2	0.0192	0.0171		0.0363
	M3-M2	0.0323	0.0286		0.0609
	M3-M3	0.0131	0.0117		0.0248
USAGE-2					
	STX	0.1127	0.0001	0.0002	0.1130
	WLA	0.1127	0.0001	0.0002	0.1130
	ELA	0.1127	0.0001	0.0002	0.1130
	ETX	0.1127	0.0001	0.0002	0.1130
	M1	0.2645	0.0135	0.0004	0.2784
	M2	0.4038	0.0412	0.0005	0.4455
	M3	0.4989	0.0602	0.0007	0.5598

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

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Thirty-Third Revised Sheet No. 95** Thirty-Third Revised Sheet No. 95

Superseding: Thirty-Second Revised Sheet No. 95

NOTICE OF RATE CHANGE ADJUSTMENTS

SS-1 CHARGES		Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.4 of Rate Schedule SS-1:					
MAXIMUM	RESERVATION CHARGE	5.4160	0.1860		5.6020
	SPACE CHARGE	0.1293	0.0000		0.1293
	INJECTION CHARGE	0.0338	0.0000	0.0001	0.0339
	WITHDRAWAL CHARGE	0.0490	0.0098	0.0003	0.0591
	EXCESS INJ. CHG.	0.1585	0.0000	0.0001	0.1586
	EXCESS WITH. CHG.	0.9909	0.0422	0.0003	1.0334
	RES. CHARGE ADJ.	0.1780	0.0062		0.1842
MINIMUM	RESERVATION CHARGE	0.0000	0.0000		0.0000
	SPACE CHARGE	0.0000	0.0000		0.0000
	INJECTION CHARGE	0.0338	0.0000	0.0001	0.0339
	WITHDRAWAL CHARGE	0.0490	0.0098	0.0003	0.0591
	EXCESS INJ. CHG.	0.0338	0.0000	0.0001	0.0339
	EXCESS WITH. CHG.	0.0490	0.0098	0.0003	0.0591
	RES. CHARGE ADJ.	0.0000	0.0000		0.0000

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

Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP10-120-000

**Fifteenth Revised Sheet No. 96** Fifteenth Revised Sheet No. 96

Superseding: Fourteenth Revised Sheet No. 96

NOTICE OF RATE CHANGE ADJUSTMENTS

FSS-1 CHARGES	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule FSS:-1				
MAXIMUM				
RESERVATION CHARGE	0.8950			0.8950
SPACE CHARGE	0.1293			0.1293
INJECTION CHARGE	0.0338		0.0001	0.0339
WITHDRAWAL CHARGE	0.0338		0.0001	0.0339
EXCESS INJ. CHG.	0.1895		0.0001	0.1896
EXCESS WITH. CHG.	0.1895		0.0001	0.1896
RES. CHARGE ADJ.	0.0294			0.0294
MINIMUM				
RESERVATION CHARGE	0.0000			0.0000
SPACE CHARGE	0.0000			0.0000
INJECTION CHARGE	0.0338		0.0001	0.0339
WITHDRAWAL CHARGE	0.0338		0.0001	0.0339
EXCESS INJ. CHG.	0.0338		0.0001	0.0339
EXCESS WITH. CHG.	0.0338		0.0001	0.0339
RES. CHARGE ADJ.	0.0000			0.0000

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

Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP10-120-000

**Fifteenth Revised Sheet No. 97** Fifteenth Revised Sheet No. 97

Superseding: Fourteenth Revised Sheet No. 97

NOTICE OF RATE CHANGE ADJUSTMENTS

ISS-1 CHARGES	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Section 3.2 of Rate Schedule ISS-1:				
MAXIMUM				
SPACE CHARGE	0.0323			0.0323
INJECTION CHARGE	0.1895		0.0001	0.1896
WITHDRAWAL CHARGE	0.0338		0.0001	0.0339
MINIMUM				
SPACE CHARGE	0.0100			0.0100
INJECTION CHARGE	0.0500		0.0001	0.0501
WITHDRAWAL CHARGE	0.0338		0.0001	0.0339

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

Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP10-81-000

**Twenty-Eighth Revised Sheet No. 98** Twenty-Eighth Revised Sheet No. 98

Superseding: Twenty-Seventh Revised Sheet No. 98

NOTICE OF RATE CHANGE ADJUSTMENTS

		Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
FTS	RESERVATION CHARGE	5.3500	0.0000		5.3500
	USAGE-2	0.1759	0.0000		0.1759
	RESERVATION CHARGE ADJUSTMENT	0.1759	0.0000		0.1759
FTS-2	Pursuant to Sections 3.2 and 3.5:				
	RESERVATION CHARGE	7.9590	0.0000		7.9590
	USAGE-2	0.2617	0.0000		0.2617
	RESERVATION CHARGE ADJUSTMENT	0.2617	0.0000		0.2617
FTS-4	RESERVATION CHARGE	7.7210	0.0000		7.7210
	USAGE-2	0.2538	0.0000		0.2538
	RESERVATION CHARGE ADJUSTMENT	0.2538	0.0000		0.2538
FTS-5	RESERVATION CHARGE	5.1790	0.0000		5.1790
	USAGE-2	0.1703	0.0000		0.1703
	RESERVATION CHARGE ADJUSTMENT	0.1703	0.0000		0.1703
FTS-7	RESERVATION CHARGE				
	M1	6.5760	0.0000		6.5760
	M2	6.5760	0.0000		6.5760
	M3	6.5760	0.0000		6.5760
	USAGE-2				
	M1	0.2162	0.0000		0.2162
	M2	0.2162	0.0000		0.2162
	M3	0.2162	0.0000		0.2162
	RESERVATION CHARGE ADJUSTMENT				
	M1	0.2162	0.0000		0.2162
	M2	0.2162	0.0000		0.2162
	M3	0.2162	0.0000		0.2162
FTS-8	RESERVATION CHARGE				
	M1	6.8640	0.0000		6.8640
	M2	6.8640	0.0000		6.8640
	M3	6.8640	0.0000		6.8640
	USAGE-2				
	M1	0.2257	0.0000		0.2257
	M2	0.2257	0.0000		0.2257
	M3	0.2257	0.0000		0.2257
	RESERVATION CHARGE ADJUSTMENT				
	M1	0.2257	0.0000		0.2257
	M2	0.2257	0.0000		0.2257
	M3	0.2257	0.0000		0.2257

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



*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**Nineteenth Revised Sheet No. 99** Nineteenth Revised Sheet No. 99 :    Effective  
Superseding: Eighteenth Revised Sheet No. 99

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**Nineteenth Revised Sheet No. 100** Nineteenth Revised Sheet No. 100 :    Effective  
Superseding: Eighteenth Revised Sheet No. 100

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 02/01/2010 Status: Effective

FERC Docket: RP10-278-000

**Twenty-Eighth Revised Sheet No. 101** Twenty-Eighth Revised Sheet No. 101

Superseding: Twenty-Seventh Revised Sheet No. 101

NOTICE OF RATE CHANGE ADJUSTMENTS

SS CHARGES	Base Tariff Rate* \$/dth	Electric Power Cost Adjustment \$/dth	ASA Surcharge \$/dth	Adjusted Rate \$/dth
Pursuant to Sections 3.2 and 3.3 of Rate Schedule SS:				
RESERVATION CHARGE	5.3190	0.1860		5.5050
SPACE CHARGE	0.1293	0.0000		0.1293
INJECTION CHARGE	0.0338	0.0000	0.0001	0.0339
WITHDRAWAL CHARGE	0.0491	0.0098	0.0003	0.0592
EXCESS WITHDRAWAL CHARGE	0.9609	0.0417	0.0003	1.0029
RESERVATION CHARGE ADJUSTMENT	0.1749	0.0061		0.1810

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

Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

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

Superseding: Original Sheet No. 102

STATEMENT OF NEGOTIATED RATES 1/

Customer Name: PGE Energy Trading - Power, L.P., and Liberty Electric  
Power, LLC 4/  
Rate Schedule: FT-1  
MDTQ: 84,000  
Reservation Rate: \$3.3077 2/  
Usage Rate: \$0.0100  
Primary Receipt Point: 79922 3/  
Primary Delivery Point: PLP

The Recourse Rates applicable to the facilities approved in Docket No. CP00-404-000 are the maximum rates for that incremental service stated on Pipeline's currently effective Statement of Rates for Rate Schedule FT-1. The Negotiated Rates are inclusive of fuel, shrinkage, lost and unaccounted for gas, GRI and all other surcharges except the Annual Charge Adjustment (ACA) as contained within Pipeline's Tariff.

- 1/ Except as described in Pipeline's certificate application in Docket No. CP00-404-000, these negotiated rate transactions do not deviate in any material respect from the applicable form of service agreement set forth in Pipeline's FERC Gas Tariff.
- 2/ Reservation rate becomes effective as specified in the negotiated rate agreement applicable to Pipeline's Contract No. 830106 filed in Docket No. CP00-404-000.
- 3/ Customer may cause up to 42,000 Dth/d to be received at Pipeline M&R No. (CGT receipt point).
- 4/ Other limitations on the applicability of these negotiated rates are incorporated and expressed in the negotiated rate agreement applicable to Pipeline's Contract No. 830106 filed in Docket No. CP00-404-000.

*Effective Date: 03/14/2010    Status: Effective*

*FERC Docket: RP10-375-000*

**First Revised Sheet No. 103** First Revised Sheet No. 103

Superseding: Original Sheet No. 103

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: New Jersey Natural Gas Company

Rate Schedule: MLS-1

MDTQ: 591,855

Reservation Rate: \$0.5632

Usage Rate: \$0.0000

Primary Receipt Point: 79037

Primary Delivery Point: 70953, 72210

The Recourse Rates applicable to the facilities approved in Docket No. CP02-17-000 are the maximum rates for that incremental service stated on Pipeline's currently effective Statement of Rates for Rate Schedule MLS-1. The Negotiated Rates are inclusive of fuel, shrinkage, lost and unaccounted for gas, GRI and all other surcharges except the Annual Charge Adjustment (ACA) as contained within Pipeline's Tariff.

- 1/ Except as described in Pipeline's certificate application in Docket No. CP02-17-000, these negotiated rate transactions do not deviate in any material respect from the applicable form of service agreement set forth in Pipeline's FERC Gas Tariff.
- 2/ The above Negotiated Rates shall apply only for service up to the MDQ.

*Effective Date: 03/14/2010    Status: Effective*

*FERC Docket: RP10-375-000*

**First Revised Sheet No. 104** First Revised Sheet No. 104

Superseding: Original Sheet No. 104

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: New Jersey Natural Gas Company

Rate Schedule: FT-1

MDQ: 100,000

Reservation Rate: \$8.7740

Usage Rate: \$0.0596

Primary Receipt Point: 73198, 72770

Primary Delivery Point: 70058, 79037

The Recourse Rates applicable to the facilities approved in Docket No. CP02-32-000 are the maximum rates for that incremental service stated on Pipeline's currently effective Statement of Rates for Rate Schedule FT-1. The Negotiated Rates are exclusive of fuel, shrinkage, lost and unaccounted for gas and the Annual Charge Adjustment (ACA) as contained within Pipeline's Tariff, which will be payable in addition to the above Negotiated Rates.

- 1/ Except as described in Pipeline's certificate application in Docket No. CP02-32-000, these negotiated rate transactions do not deviate in any material respect from the applicable form of service agreement set forth in Pipeline's FERC Gas Tariff.
- 2/ The above Negotiated Rates shall apply only for service up to the MDQ.

*Effective Date: 03/14/2010    Status: Effective*

*FERC Docket: RP10-375-000*

**First Revised Sheet No. 105** First Revised Sheet No. 105

Superseding: Original Sheet No. 105

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: Duke Energy Fayette, LLC  
Rate Schedule: MLS-1  
MDQ: 125,000  
Reservation Rate: \$0.730 /3  
Usage Rate: \$0.0000  
Primary Receipt Point: 79039  
Primary Delivery Point: 73346

The Recourse Rates applicable are the maximum MLS-1 rates for the Fayette Lateral as stated on Pipeline's currently effective Statement of Rates for Rate Schedule MLS-1. The negotiated Reservation Rate is inclusive of all applicable reservation surcharges as provided for in Pipeline's FERC Gas Tariff. The negotiated Usage Rate is inclusive of all surcharges and the applicable shrinkage shall be zero percent (%).

- 1/ These negotiated rate transactions do not deviate in any material respect from the applicable form of service agreement set forth in Pipeline's FERC Gas Tariff.
- 2/ These Negotiated Rates shall apply only for service up to the Customer's MDQ.
- 3/ The Reservation Rate shall be \$0.730 per month per dth of Customer's MDQ for the first twenty (20) years of the primary term of the Service Agreement and \$0.152 per month per dth of Customer's MDQ for the last ten (10) years of the primary term of the Service Agreement.

*Effective Date: 03/14/2010    Status: Effective*

*FERC Docket: RP10-375-000*

**First Revised Sheet No. 106** First Revised Sheet No. 106

Superseding: Original Sheet No. 106

STATEMENT OF NEGOTIATED RATES 1/

Customer Name: Middle Tennessee Natural Gas Utility District 2/  
Rate Schedule: FT-1  
MDQ: 10,000  
Reservation Rate: \$5.6370  
Usage Rate: \$0.0000  
Primary Receipt Point: 4/  
Primary Delivery Point: 73205

The Recourse Rates applicable to Rate Schedule FT-1 are the maximum rates stated on Pipeline's currently effective Statement of Rates for Rate Schedule FT-1. The Negotiated Rates stated above are exclusive of fuel, shrinkage, lost and unaccounted for gas, GRI Surcharge and Annual Charge Adjustment (ACA) as contained within Pipeline's Tariff from time to time, all of which will be collected separately as applicable.

- 1/ The negotiated rate agreement was filed with the Commission on December 16, 2002.
- 2/ These negotiated rates apply to service under Contract No. 830048 with a transportation path of ELA to M1, for service only up to the MDQ.
- 3/ MDQ = 10,000 during November 1 through March 31, and 5,000 during April 1 through October 31.
- 4/ All applicable points on Pipeline's Master Receipt point list.



*Effective Date: 03/14/2010    Status: Effective*

*FERC Docket: RP10-375-000*

**First Revised Sheet No. 107** First Revised Sheet No. 107

Superseding: Original Sheet No. 107

STATEMENT OF NEGOTIATED RATES 1/

Customer Name: Duke Energy Hanging Rock, LLC  
Rate Schedule: MLS-1  
MDQ: 250,000  
Reservation Rate: \$1.0646 3/  
Usage Rate: \$0.0000  
Primary Receipt Point: 79040  
Primary Delivery Point: 73353

The Recourse Rates applicable are the maximum MLS-1 rates for the Hanging Rock Lateral as stated on Pipeline's currently effective Statement of Rates for Rate Schedule MLS-1. The negotiated Reservation Rate is inclusive of all applicable reservation surcharges as provided for in Pipeline's FERC Gas Tariff. The negotiated Usage Rate is inclusive of all surcharges and the applicable shrinkage shall be zero percent (%).

- 1/ These Negotiated Rates shall apply only for service up to the Customer's MDQ.
- 2/ The primary term of the Service Agreement is 30 years. The Reservation Rate shall be \$1.0646 per month per dth of Customer's MDQ for the first twenty (20) years of the primary term of the Service Agreement and \$0.1521 per month per dth of Customer's MDQ for the last ten (10) years of the primary term of the Service Agreement.

Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

**First Revised Sheet No. 108** First Revised Sheet No. 108

Superseding: Sub Original Sheet No. 108

STATEMENT OF NEGOTIATED RATES 1/

Customer Name: Carolina Power & Light Company d/b/a Progress Energy Carolinas, Inc.  
Rate Schedule: FT-1  
MDQ: 50,782 dth 2/  
10,150 dth 3/  
Reservation Rate: \$1.0000 2/  
\$5.8600 3/  
Usage Rate: \$0.0740 2/  
\$0.0610 3/  
Primary Receipt Point: 76580  
Primary Delivery Point: 71299

The applicable Recourse Rates are the maximum rates for Rate Schedule FT-1(M1 Expansion Project) as stated on Pipeline's currently effective Statement of Rates for Rate Schedule FT-1. In addition to the rates stated above, Customer shall compensate Pipeline for (i) lost and unaccounted for gas based upon the Applicable Shrinkage Percentage for that incremental service as reflected on the currently effective Statement of Rates for Rate Schedule FT-1, and (ii) the applicable ACA surcharge.

If (a) Pipeline agrees under the M1 Expansion Project or any expansion project placed into service subsequent thereto to charge a Similarly Situated Party or customer a discounted or negotiated rate for firm transportation service from the Primary Point(s) of Receipt specified in this Service Agreement to the East Tennessee Natural Gas Company delivery point(s), and (b) such negotiated or discounted rate is lower than the rate being charged Customer for firm transportation service under this Service Agreement, then for the term of the lower rate agreed to with the Similarly Situated Party or customer, Pipeline will discount its applicable rate to Customer to match such lower rate. A Similarly Situated Party or customer is defined as a party or customer who transports volumes similar in quantity to Customer, from receipt points on Pipeline similar to those contracted by Customer, to the delivery point(s) on East Tennessee Natural Gas Company

- 1/ These Negotiated Rates shall apply only to service under Contract No. 910429R1 up to Customer's MDQ. The term of these Negotiated Rates shall be from May 1, 2004 through October 31, 2018.
- 2/ For the period from April 1 through October 31 of each year during the term of the service agreement.
- 3/ For the period from November 1 through the following March 31 during the term of the service agreement.

**Effective Date: 03/14/2010    Status: Effective**

**FERC Docket: RP10-375-000**

**First Revised Sheet No. 109** First Revised Sheet No. 109

Superseding: Sub Original Sheet No. 109

STATEMENT OF NEGOTIATED RATES 1/

Customer Name: City of Bridgeport Utilities Board

Rate Schedule: FT-1

MDQ: 1,705 3/

1,000 5/

705 6/

0 7/

Reservation Rate: 4/

Usage Rate: \$0.0000

Primary Receipt Point: 76580

Primary Delivery Point: 71298

The Recourse Rates applicable to Rate Schedule FT-1 (M1 Expansion Project) are the maximum rates for that incremental service stated on Pipeline's currently effective Statement of Rates for Rate Schedule FT-1. The Negotiated Rates stated above are inclusive of all applicable surcharges as provided for in Pipeline's FERC Gas Tariff, except that Customer shall compensate Pipeline for (i) lost and unaccounted for gas for that incremental service as reflected on the currently effective Statement of Rates for Rate Schedule FT-1 and (ii) the applicable Annual Charge Adjustment surcharge.

1/These Negotiated Rates shall apply only to service under Contract No. 910451, up to Customer's specified MDQ, and using the receipt and delivery points designated herein. This Service Agreement was filed with the Commission on October 4, 2004.

2/The monthly Reservation Rate is stated in \$/Dth of MDQ.

3/For the period from November 1 through the following March 31 of each contract year during the term from November 1, 2004 through October 31, 2009.

4/The monthly Reservation Rate is \$7.057 per Dth for 1,000 Dth of the MDQ of 1,705 Dth. For the months of November through March only, the monthly Reservation Rate is \$10.65 per Dth up to 705 Dth of the MDQ of 1,705 Dth.

5/For the period from April 1 through October 31 of each contract year during the term from November 1, 2004 through October 31, 2009.

6/For the period from November 1 through the following March 31 of each contract year during the term from November 1, 2009 through October 31, 2014.

7/For the period from April 1 through October 31 of each contract year during the term from November 1, 2009 through October 31, 2014.

*Effective Date: 03/14/2010    Status: Effective*

*FERC Docket: RP10-375-000*

**First Revised Sheet No. 110** First Revised Sheet No. 110

Superseding: Sub Original Sheet No. 110

STATEMENT OF NEGOTIATED RATES 1/

Customer Name: The City of Dalton

Rate Schedule: FT-1

MDQ: 2,026

Reservation Rate: \$7.057

Usage Rate: \$0.0000

Receipt Point: 76580

Delivery Point: 71298

The Recourse Rates applicable to Rate Schedule FT-1(M1 Expansion Project) are the maximum rates for that incremental service stated on Pipeline's currently effective Statement of Rates for Rate Schedule FT-1. The Negotiated Rates stated above are inclusive of all applicable surcharges as provided for in Pipeline's FERC Gas Tariff, except that Customer shall compensate Pipeline for (i) lost and unaccounted for gas for that incremental service as reflected on the currently effective Statement of Rates for Rate Schedule FT-1 and (ii) the applicable Annual Charge Adjustment surcharge.

1/These Negotiated Rates shall apply only to service under Contract No. 910449, up to Customer's specified MDQ, and using the receipt and delivery points designated herein. This Service Agreement was filed with the Commission on October 4, 2004.

2/The monthly Reservation Rate is stated in \$/Dth of MDQ.

3/The term of this Negotiated Rate shall be from November 1, 2004 through October 31, 2019.

**Effective Date: 03/14/2010    Status: Effective**

**FERC Docket: RP10-375-000**

**First Revised Sheet No. 111** First Revised Sheet No. 111

Superseding: Sub Original Sheet No. 111

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: Piedmont Natural Gas Company

Rate Schedule: FT-1

MDQ: 35,333 4/

0 5/

Reservation Rate: \$12.4708 3/

Usage Rate: \$0.0000

Receipt Points: 76580

Delivery Points: 73423, 71298, 71299

The Recourse Rates applicable to Rate Schedule FT-1(M1 Expansion Project) are the maximum rates for that incremental service stated on Pipeline's currently effective Statement of Rates for Rate Schedule FT-1. The Negotiated Rates stated above are inclusive of all applicable surcharges as provided for in Pipeline's FERC Gas Tariff, except that Customer shall compensate Pipeline for (i) lost and unaccounted for gas for that incremental service as reflected on the currently effective Statement of Rates for Rate Schedule FT-1 and (ii) the applicable Annual Charge Adjustment surcharge.

- 1/These Negotiated Rates shall apply only to service under Contract No. 910473, up to Customer's specified MDQ, and using the receipt and delivery points designated herein. This Service Agreement was filed with the Commission on October 4, 2004.
- 2/This Service Agreement shall be treated as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's FERC Gas Tariff.
- 3/The monthly Reservation Rate is stated in \$/Dth of MDQ.
- 4/For the period from November 1 through the following March 31 of each contract year during the term from November 1, 2004 through March 31, 2019.
- 5/For the period from April 1 through October 31 of each contract year during the term from November 1, 2004 through March 31, 2019.

Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

**First Revised Sheet No. 112** First Revised Sheet No. 112

Superseding: Sub Original Sheet No. 112

STATEMENT OF NEGOTIATED RATES

Customer Name: City of Hamilton, Ohio 5/  
Term: 1/  
Rate Schedule: IT-1  
MDQ: 35,000 dth 2/  
Reservation Rate: \$0.0000 2/  
Usage Rate: \$0.0300 2/  
Receipt Points: 72770, 79941, 79951, 70215 3/  
Delivery Point: 72798 4/

- 1/ The term of this negotiated rate shall commence on the date designated by Customer, with thirty days' prior written notice to Pipeline but no later than November 1, 2005, and shall continue in force and effect until the last day of the month in which the fifth anniversary of the effectiveness of this negotiated rate occurs, but no later than November 1, 2010 ("Negotiated Rate Term") unless terminated as provided in footnote 2. Customer and Pipeline agree to use good faith efforts to meet, no less than one (1) year prior to the end of the Negotiated Rate Term, to discuss the possibility of extending the term of this negotiated rate. Pursuant to the terms of Rate Schedule IT-1 and Contract No. B12238, Pipeline has the right to make changes in the rates and charges applicable to service under Rate Schedule IT-1, except that Pipeline shall not propose a change in the reservation and usage rates stated on this Statement of Negotiated Rates. Contract No. B12238 shall remain subject to the applicable provisions of Rate Schedule IT-1 and the General Terms and Conditions of Pipeline's FERC Gas Tariff, which are not inconsistent with the terms and conditions of this Statement of Negotiated Rates.

Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

**First Revised Sheet No. 113** First Revised Sheet No. 113

Superseding: Sub Original Sheet No. 113

- 2/ This negotiated rate shall apply only to service during the Negotiated Rate Term under Contract No. B12238 up to Customer's MDQ. This negotiated rate shall continue to apply during the Negotiated Rate Term in the event Customer initiates a proceeding under Section 5 of the Natural Gas Act on issues unrelated to Customer's complaint in Docket No. RP04-254. In addition, this negotiated rate shall continue to apply during the Negotiated Rate Term in the event Pipeline initiates a proceeding under Section 4 of the Natural Gas Act or a third party initiates a proceeding to review Pipeline's rates under Section 5 of the Natural Gas Act and Customer participates in such proceeding(s) on issues unrelated to Customer's complaint in Docket No. RP04-254, or on issues related to Customer's complaint in Docket No. RP04-254 ("Settled Issues") but the latter only to the extent first raised by Pipeline in a Section 4 proceeding or a third party in a Section 4 or Section 5 proceeding. In the event Customer elects to participate on Settled Issues in accordance with the foregoing sentence, Pipeline has the right to issue a notice of termination for this negotiated rate at any time after Customer initiates such participation, and such termination shall be effective as of the effective date of any change(s) pursuant to such Section 4 proceeding, and effective immediately upon Customer's receipt of such notice in such Section 5 proceeding. Except as set forth in the two preceding sentences, Customer shall not raise the Settled Issues during the Negotiated Rate Term in any proceeding. In no event shall Customer cause a third party to raise the Settled Issues in any proceeding. Pipeline shall have the right to terminate this negotiated rate, effective immediately upon written notice to Customer, in the event Customer fails to comply with the any of the foregoing requirements in this footnote 2. Once this negotiated rate becomes effective, Customer retains the right, pursuant to Section 5 of the Natural Gas Act, to seek enforcement of the terms of this negotiated rate, except in circumstances where Customer fails to comply with this footnote 2.
- 3/ This negotiated rate applies only to natural gas quantities received at the following receipt points: Meter No. 72770 (PEPL/TETCO (Lebanon Lateral - TETCO Capacity)); Meter No. 79941 (ANR/TETCO (Lebanon Lateral - ANR Capacity)); Meter No. 79951 (TETCO Lebanon Lateral Takeaway Point - Mainline) and Meter No. 70215 (Texas Gas - Lebanon, OH). All other points in Market Zone 2 on Pipeline's Master Meter List are available as receipt points on an interruptible basis but receipts at any points other than those specified above shall be at the maximum Recourse Rate.
- 4/ This negotiated rate applies only to natural gas quantities delivered at the following delivery point: Meter No. 72798 (interconnection of Pipeline and Customer). All other points in Market Zone 2 on Pipeline's Master Meter List are available as delivery points on an interruptible basis but deliveries at any points other than the point specified above shall be at the maximum Recourse Rate.
- 5/ This negotiated rate shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the Parties. Neither Customer nor Pipeline shall assign this negotiated rate or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other, such consent not to be unreasonably withheld.

*Effective Date: 03/14/2010    Status: Effective*

*FERC Docket: RP10-375-000*

**First Revised Sheet No. 114** First Revised Sheet No. 114

Superseding: Original Sheet No. 114

STATEMENT OF NEGOTIATED RATE 1/ 2/

Customer Name: Etowah Utilities Department 4/  
Rate Schedule: FT-1  
MDQ: 400  
Reservation Rate: \$10.65 3/  
Usage Rate: \$0.0000  
Primary Receipt Point: 76580  
Primary Delivery Point: 71299

The applicable Recourse Rates are the maximum rates for Rate Schedule FT-1 (M1 Expansion Project) as stated on Pipeline's currently effective Statement of Rates for Rate Schedule FT-1. The Negotiated Rate stated above is inclusive of all applicable surcharges as provided for in Pipeline's FERC Gas Tariff, except that Customer shall compensate Pipeline for (i) the Applicable Shrinkage Adjustment (LAUF) for that incremental service as reflected on the currently effective Statement of Rates for Rate Schedule FT-1, and (ii) the applicable Annual Charge Adjustment surcharge.

- 1/ This Negotiated Rate shall apply only to service under Contract No. 910450 up to Customer's MDQ, and using the receipt and delivery points designated herein.
- 2/ The term of this Negotiated Rate shall be from November 1, 2005 through October 31, 2015.
- 3/ The monthly reservation rate is stated in \$/Dth of MDQ.
- 4/ This negotiated rate agreement does not deviate in any material respect from the form of service agreement contained in Pipeline's tariff.



*Effective Date: 03/14/2010    Status: Effective*

*FERC Docket: RP10-375-000*

**First Revised Sheet No. 115** First Revised Sheet No. 115

Superseding: Original Sheet No. 115

STATEMENT OF NEGOTIATED RATE 1/ 2/

Customer Name: Athens Utilities Board 4/

Rate Schedule: FT-1

MDQ: 2000

Reservation Rate: \$10.65 3/

Usage Rate: \$0.0000

Primary Receipt Point: 76580

Primary Delivery Point: 71299

The applicable Recourse Rates are the maximum rates for Rate Schedule FT-1 (M1 Expansion Project) as stated on Pipeline's currently effective Statement of Rates for Rate Schedule FT-1. The Negotiated Rate stated above is inclusive of all applicable surcharges as provided for in Pipeline's FERC Gas Tariff, except that Customer shall compensate Pipeline for (i) the Applicable Shrinkage Adjustment (LAUF) for that incremental service as reflected on the currently effective Statement of Rates for Rate Schedule FT-1, and (ii) the applicable Annual Charge Adjustment surcharge.

- 1/ This Negotiated Rate shall apply only to service under Contract No. 910447 up to Customer's MDQ, and using the receipt and delivery points designated herein.
- 2/ The term of this Negotiated Rate shall be from November 1, 2005 through October 31, 2015.
- 3/ The monthly reservation rate is stated in \$/Dth of MDQ.
- 4/ This negotiated rate agreement does not deviate in any material respect from the form of service agreement contained in Pipeline's tariff.

*Effective Date: 03/14/2010    Status: Effective*

*FERC Docket: RP10-375-000*

**First Revised Sheet No. 116** First Revised Sheet No. 116

Superseding: Original Sheet No. 116

STATEMENT OF NEGOTIATED RATE 1/ 2/

Customer Name: Elk River Public Utility District 4/

Rate Schedule: FT-1

MDQ: 2194

Reservation Rate: \$10.65 3/

Usage Rate: \$0.0000

Primary Receipt Point: 76580

Primary Delivery Point: 71298

The applicable Recourse Rates are the maximum rates for Rate Schedule FT-1 (M1 Expansion Project) as stated on Pipeline's currently effective Statement of Rates for Rate Schedule FT-1. The Negotiated Rate stated above is inclusive of all applicable surcharges as provided for in Pipeline's FERC Gas Tariff, except that Customer shall compensate Pipeline for (i) the Applicable Shrinkage Adjustment (LAUF) for that incremental service as reflected on the currently effective Statement of Rates for Rate Schedule FT-1, and (ii) the applicable Annual Charge Adjustment surcharge.

- 1/ This Negotiated Rate shall apply only to service under Contract No. 910448 up to Customer's MDQ, and using the receipt and delivery points designated herein.
- 2/ The term of this Negotiated Rate shall be from November 1, 2005 through October 31, 2015.
- 3/ The monthly reservation rate is stated in \$/Dth of MDQ.
- 4/ This negotiated rate agreement does not deviate in any material respect from the form of service agreement contained in Pipeline's tariff.

Effective Date: 12/01/2007 Status: Effective

FERC Docket: RP99-480-018

Original Sheet No. 117 Original Sheet No. 117 : Pending

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: NJR Energy Services Company  
Service Agreement: 910614R1

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on the Service Commencement Date (as defined in the Precedent Agreement) of Contract No. 910614R1 and continues through October 31, 2008.

Rate Schedule: FT-1

MDQ: 150,000 dth/d

Reservation Rate: Customer shall pay a negotiated reservation rate of \$6.996 per Dth, per month ("Negotiated Reservation Rate") of Customer's MDQ under Contract No. 910614R1 during the Negotiated Rate Term. Usage Rate: The usage rate to be paid by Customer under Contract No. 910614R1 during the Negotiated Rate Term shall be the maximum applicable commodity charge under Texas Eastern's Rate Schedule FT-1 multiplied by the quantity of gas, in Dekatherms, delivered in the month at the point(s) of delivery pursuant to Rate Schedule

FT-1, as applicable. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), Applicable Shrinkage Adjustment ("ASA") charges and other charges/surcharges applicable to Customer's Contract No. 910614R1 under Rate Schedule FT-1. Texas Eastern shall apply the ASA charge for service under Contract No.

910614R1 as such charge may change from time to time in accordance with the Commission approved mechanism (if any) for tracking such amounts, and Customer shall pay Texas Eastern for all such ASA charges. Notwithstanding the foregoing, if the applicable ASA charge for service under Contract No. 910614R1 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 2.6%, then Customer shall pay Texas Eastern an ASA charge of 2.6% for all gas quantities up to Customer's MDQ transported from the Primary Receipt Point(s) to the Primary Delivery Point(s) ("Primary Incremental Transportation Path") specified in Contract No. 910614R1, or from a receipt point(s) to a delivery point(s) within the Primary Incremental Transportation Path. Further, for transportation service from a receipt point(s) to a delivery point(s) outside of the Primary Incremental Transportation Path and/or for quantities above Customer's MDQ, Customer shall pay Texas Eastern, for all gas quantities transported, an ASA charge which is equal to the applicable ASA charge for service under Contract No. 910614R1 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism).

910614R1 as such charge may change from time to time in accordance with the Commission approved mechanism (if any) for tracking such amounts, and Customer shall pay Texas Eastern for all such ASA charges.

Notwithstanding the foregoing, if the applicable ASA charge for service under Contract No. 910614R1 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 2.6%, then Customer shall pay Texas Eastern an ASA charge of 2.6% for all gas quantities up to Customer's MDQ transported from the Primary Receipt Point(s) to the Primary Delivery Point(s) ("Primary Incremental Transportation Path") specified in Contract No. 910614R1, or from a receipt point(s) to a delivery point(s) within the Primary Incremental Transportation Path. Further, for transportation service from a receipt point(s) to a delivery point(s) outside of the Primary Incremental Transportation Path and/or for quantities above Customer's MDQ, Customer shall pay Texas Eastern, for all gas quantities transported, an ASA charge which is equal to the applicable ASA charge for service under Contract No. 910614R1 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism).

Primary Receipt Point: Uniontown, PA, M&R 18885.  
Primary Delivery Point: Head of Freehold Lateral - Mainline, M&R 382802.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Texas Eastern's currently effective Tariff Sheet No. 35B.

Primary Receipt Point: Uniontown, PA, M&R 18885.

Primary Delivery Point: Head of Freehold Lateral - Mainline, M&R 382802.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Texas Eastern's currently effective Tariff Sheet No. 35B.

FOOTNOTES:

1/This negotiated rate transaction does not deviate in any material respect from the applicable form of service agreement set forth in Texas Eastern's FERC Gas Tariff. This negotiated rate shall apply only to service under Contract No. 910614R1, up to Customer's specified MDQ, and using the receipt and delivery points designated herein.

2/If at any time after the Service Commencement Date Customer is no longer creditworthy as determined by Pipeline in accordance with its FERC Gas Tariff, then Customer agrees, upon fourteen (14) days' prior written notice from Pipeline, to provide Pipeline with a guaranty, letter of credit or other form of security acceptable to Pipeline ("Security Agreement") from an entity that is creditworthy as determined by Pipeline in

accordance with its FERC Gas Tariff. The Security Agreement shall include provisions whereby: (i) the amount of such Security Agreement will be equal to the months of reservation charges remaining in the primary term of the Service Agreement, for the MDQ under the Service Agreement, at the Negotiated Rate for the Project, (ii) the Security Agreement will remain in effect for so long as Customer is not creditworthy, (iii) the party supporting Customer's obligations under the Security Agreement will at all times be creditworthy under Pipeline's FERC Gas Tariff, or Customer will be required to obtain a substantially similar Security Agreement from a creditworthy replacement party, and (iv) other provisions reasonably acceptable to Pipeline which are customary for similar types of security agreements or instruments. The security requirements set forth herein shall survive termination of the Negotiated Rate Agreement

*Effective Date: 12/31/9999    Status: Accepted*

*FERC Docket: RP99-480-022*

**First Revised Sheet No. 117** First Revised Sheet No. 117

Superseding: Sub Original Sheet No. 117

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

**First Revised Sheet No. 118** First Revised Sheet No. 118

Superseding: Original Sheet No. 118

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: NRG Power Marketing LLC

Contract Number: 910616 2/

Rate Schedule: MLS-1

Reservation Rate: \$1.825 per Dth of MDQ per month during the 1st year of the term of this Negotiated Rate, and \$0.304 per Dth of MDQ per month during the 2nd through the 10th years of the term of this Negotiated Rate.

Usage Rate: The Usage Rate shall be \$0.0000 per dth. Customer shall provide lost and unaccounted for gas equal to 0.01% per dth received by Pipeline for transportation.

Term of Negotiated Rate: The term of this Negotiated Rate extends from 5/1/08 and continues for 10 years following the date service commences under the applicable service agreement.

Quantity: 360,000 Dth/d

Receipt Point(s): M&R 79961, Cedar Bayou Lateral Accounting Point, Chambers County, Texas

Delivery Point(s): M&R 73590, inlet to Cedar Bayou plant, Chambers County, Texas

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated for MLS-1 service on the Cedar Bayou Lateral on Texas Eastern's currently effective Statement of Rates for Rate Schedule MLS-1.

- 1/ This negotiated rate shall apply only to service under the Service Agreement specified above, up to Customer's specified MDQ, using the receipt and delivery points designated herein. Pipeline and Customer, by agreeing to this negotiated rate, acknowledge that the otherwise generally applicable maximum Recourse Rate(s) shall not apply or be available to Customer for service under the Service Agreement during the Negotiated Rate Term, notwithstanding any adjustment to such generally applicable maximum Recourse Rate(s) which may become effective during the Negotiated Rate Term.
- 2/ The designated service agreement does not deviate in any material respect from the Form of Service Agreement contained in Pipeline's Tariff.

Effective Date: 05/01/2008 Status: Effective

FERC Docket: RP99-480-021

Original Sheet No. 119 Original Sheet No. 119 : Effective

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: Glenwood Energy of Oxford, Inc.

Contract Number: 910642 3/

Rate Schedule: SCT

Reservation Charges: The reservation charges to be paid by Customer each month during the Negotiated Rate Term shall be the sum of (1) all maximum applicable reservation charges under Pipeline's Rate Schedule SCT multiplied by the Applicable Billing Determinants pursuant to Pipeline's Rate Schedule SCT and (2) (i) for each six-month period beginning each May and extending through October, an additional monthly reservation charge equal to \$1.613 multiplied by the MDQ specified in Contract No. 910642 and (ii) for each six-month period beginning each November and extending through April, an additional monthly reservation charge equal to \$3.226 multiplied by the MDQ specified in Contract No. 910642.

Demand Charge: The demand charge to be paid by Customer each month during the Negotiated Rate Term shall be the demand charge rate pursuant to Pipeline's Rate Schedule SCT multiplied by the MDQ specified in Contract No. 910642.

Usage Charges: The usage charges to be paid by Customer during the Negotiated Rate Term shall be the maximum applicable usage charges under Pipeline's Rate Schedule SCT multiplied by the applicable quantities of gas, in Dekatherms, delivered in the month at the point(s) of delivery pursuant to Rate Schedule SCT, as applicable. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), Applicable Shrinkage Adjustment ("ASA") charges and other charges/surcharges applicable to Customer's Contract No. 910642 under Rate Schedule SCT. Pipeline shall apply the ASA charge for service under Contract No. 910642 as such charge may change from time to time in accordance with the Commission approved mechanism (if any) for tracking such amounts, and Customer shall pay Pipeline for all such ASA charges.

Term of Negotiated Rate: The term of this Negotiated Rate extends from 5/1/2008 and continues for 3 years through 4/30/2011 (the "Negotiated Rate Term"). Following the Negotiated Rate Term, all Reservation Charges, Demand Charges and Usage Charges shall be determined pursuant to Pipeline's Rate Schedule SCT and the additional reservation charges referred to in paragraphs (2) (i) and (2) (ii), above, will no longer be applicable.

Maximum Daily Quantity (MDQ): 5,236 dth/d

Receipt Point(s): All points on Pipeline's Master Receipt Point List, as revised and published by Pipeline from time to time.

Delivery Point(s): M&R 70907

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated for Rate Schedule SCT in Pipeline's currently effective FERC Gas Tariff.

- 1/ Upon Commission approval of this negotiated rate, Pipeline agrees not to seek recovery from Customer of any outstanding charges related to Contract No. 800058 prior to April 1, 2008.
- 2/ The negotiated rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within each applicable zone.
- 3/ The designated service agreement does not deviate in any material respect from the Form of Service Agreement contained in Pipeline's Tariff.

Effective Date: 12/01/2008 Status: Effective  
FERC Docket: RP99-480-024

**First Revised Sheet No. 120** First Revised Sheet No. 120  
Superseding: Sub Original Sheet No. 120

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: New Jersey Natural Gas Company

Service Agreement: Contract No. 910610

Term of Negotiated Rate: 3/ The term of this negotiated rate ("Negotiated Rate Term") commences on the Service Commencement Date (as defined in the Precedent Agreement) of Contract No. 910610 and continues for a period of fifteen (15) years thereafter, and in the event Customer exercises its one-time option to extend the Primary Term of Contract No. 910610 for a period of five (5) years as provided for therein, then the Negotiated Rate Term shall also be extended for such five (5) year period ("Extended Negotiated Rate Term").

Rate Schedule: FT-1, TIME II Project

MDQ: 100,000 dth/d

Reservation Rate: Customer shall pay a negotiated reservation rate of \$19.1687 per Dth, per month ("Negotiated Reservation Rate") of Customer's MDQ under Contract No. 910610 during the Negotiated Rate Term, and in the event Customer exercises its one-time option to extend the Primary Term of Contract No. 910610 for a period of five (5) years as provided for therein, then Customer shall continue to pay the Negotiated Reservation Rate for the Extended Negotiated Rate Term.

Usage Rate: The usage rate to be paid by Customer under Contract No. 910610 during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), Applicable Shrinkage Adjustment ("ASA") charges and other charges/surcharges applicable to Customer's Contract No. 910610 under Rate Schedule FT-1. Texas Eastern shall apply the ASA charge for service under Contract No. 910610 as such charge may change from time to time in accordance with the Commission approved mechanism (if any) for tracking such amounts, and Customer shall pay Texas Eastern for all such ASA charges. Notwithstanding the foregoing, if the applicable ASA charge for service under Contract No. 910610 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 3.6%, then Customer shall pay Texas Eastern an ASA charge of 3.6% for all gas quantities up to Customer's MDQ transported from the Primary Receipt Point(s) to the Primary Delivery Point(s) ("Primary Incremental Transportation Path") specified in Contract No. 910610, or from a receipt point(s) within or downstream of the Primary Incremental Transportation Path. Provided, however, for the period December 1, 2008 through November 30, 2009, if the applicable ASA charge for service under Contract No. 910610 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 2.6%, then Customer shall pay Texas Eastern an ASA charge of 2.6% for all gas quantities up to Customer's MDQ transported other than gas transported from receipt points upstream of the Primary Receipt Point(s) specified in Contract No. 910610. The fuel caps referenced in this negotiated rate agreement (i.e., the 2.6% and 3.6%, as applicable) shall apply to any replacement customer pursuant to a capacity release in accordance with Section 3.14 of the General Terms and Conditions of Texas Eastern's FERC Gas Tariff other than gas transported from receipt points upstream of the Primary Receipt Point(s) specified in Contract 910610. Further, for transportation service from a receipt point(s) upstream of the Primary Incremental Transportation Path and/or for quantities above Customer's MDQ, Customer shall pay Texas Eastern, for all gas quantities transported, an ASA charge which is equal to the applicable ASA charge for service under Contract No. 910610 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism).

Primary Receipt Points: (1)M&R 70215, Texas Gas - Lebanon, OH, Warren Co., OH: MDRO= 40,000dth; (2)M&R 79941, ANR/TETCO (Lebanon Lateral-ANR Capacity, Warren Co., OH: MDRO= 25,000dth; (3)M&R 79951, TETCO Lebanon Lateral Takeaway Point-Mainline, Warren Co. OH.: MDRO= 35,000dth.

Primary Delivery Point: Head of Freehold Lateral - Mainline, M&R 79037.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated in Texas Eastern's currently effective FERC Gas Tariff for Rate Schedule FT-1, TIME II Project.



Effective Date: 12/31/9999 Status: Accepted

FERC Docket: RP99-480-022

Original Sheet No. 120 Original Sheet No. 120

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: New Jersey Natural Gas Company

Service Agreement: Contract No. 910610

Term of Negotiated Rate: 3/ The term of this negotiated rate ("Negotiated Rate Term") commences on the Service Commencement Date (as defined in the Precedent Agreement) of Contract No. 910610 and continues for a period of fifteen (15) years thereafter, and in the event Customer exercises its one-time option to extend the Primary Term of Contract No. 910610 for a period of five (5) years as provided for therein, then the Negotiated Rate Term shall also be extended for such five (5) year period ("Extended Negotiated Rate Term").

Rate Schedule: FT-1, TIME II Project

MDQ: 100,000 dth/d

Reservation Rate: Customer shall pay a negotiated reservation rate of \$19.1687 per Dth, per month ("Negotiated Reservation Rate") of Customer's MDQ under Contract No. 910610 during the Negotiated Rate Term, and in the event Customer exercises its one-time option to extend the Primary Term of Contract No. 910610 for a period of five (5) years as provided for therein, then Customer shall continue to pay the Negotiated Reservation Rate for the Extended Negotiated Rate Term.

Usage Rate: The usage rate to be paid by Customer under Contract No. 910610 during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), Applicable Shrinkage Adjustment ("ASA") charges and other charges/surcharges applicable to Customer's Contract No. 910610 under Rate Schedule FT-1. Texas Eastern shall apply the ASA charge for service under Contract No. 910610 as such charge may change from time to time in accordance with the Commission approved mechanism (if any) for tracking such amounts, and Customer shall pay Texas Eastern for all such ASA charges. Notwithstanding the foregoing, if the applicable ASA charge for service under Contract No. 910610 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 3.6%, then Customer shall pay Texas Eastern an ASA charge of 3.6% for all gas quantities up to Customer's MDQ transported from the Primary Receipt Point(s) to the Primary Delivery Point(s) ("Primary Incremental Transportation Path") specified in Contract No. 910610, or from a receipt point(s) to a delivery point(s) within the Primary Incremental Transportation Path. Further, for transportation service from a receipt point(s) or to a delivery point(s) outside of the Primary Incremental Transportation Path and/or for quantities above Customer's MDQ, Customer shall pay Texas Eastern, for all gas quantities transported, an ASA charge which is equal to the applicable ASA charge for service under Contract No. 910610 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism).

Primary Receipt Points: (1)M&R 70215, Texas Gas - Lebanon, OH, Warren Co. ,OH: MDRO= 30,000dth; (2)M&R 79941, ANR/TETCO (Lebanon Lateral-ANR Capacity, Warren Co. ,OH: MDRO= 35,000dth; (3)M&R 79951, TETCO Lebanon Lateral Takeaway Point-Mainline, Warren Co. OH.: MDRO= 35,000dth.

Primary Delivery Point: Head of Freehold Lateral - Mainline, M&R 79037.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated in Texas Eastern's currently effective FERC Gas Tariff for Rate Schedule FT-1, TIME II Project.

FOOTNOTES:

- 1/This negotiated rate transaction deviates in a material respect from the applicable form of service agreement set forth in Texas Eastern's FERC Gas Tariff.
- 2/The negotiated rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within each applicable zone.
- 3/Texas Eastern and Customer agree that Contract No. 910610 is a ROFR Agreement and will remain a ROFR Agreement following the end of the Negotiated Rate Term, or in the event Customer exercises its one-time option to extend the Primary Term of Contract No. 910610 for a period of five (5) years as provided for therein, then at the end of the Extended Negotiated Rate Term.

*Effective Date: 12/01/2008    Status: Effective*

*FERC Docket: RP99-480-024*

**Original Sheet No. 120A** Original Sheet No. 120A

FOOTNOTES:

- 1/This negotiated rate transaction deviates in a material respect from the applicable form of service agreement set forth in Texas Eastern's FERC Gas Tariff.
- 2/The negotiated rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within each applicable zone.
- 3/Texas Eastern and Customer agree that Contract No. 910610 is a ROFR Agreement and will remain a ROFR Agreement following the end of the Negotiated Rate Term, or in the event Customer exercises its one-time option to extend the Primary Term of Contract No. 910610 for a period of five (5) years as provided for therein, then at the end of the Extended Negotiated Rate Term.

Effective Date: 12/01/2008 Status: Effective  
FERC Docket: RP99-480-024

**First Revised Sheet No. 121** First Revised Sheet No. 121  
Superseding: Original Sheet No. 121

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: PSEG Power, LLC

Service Agreement: Contract No. 910611

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on the Service Commencement Date (as defined in the Precedent Agreement) of Contract No. 910611 and continues for a period of ten (10) years thereafter. Texas Eastern and Customer agree that Contract No. 910611 is a ROFR Agreement and will remain a ROFR Agreement following the end of the Negotiated Rate Term.

Rate Schedule: FT-1, TIME II Project

MDQ: 50,000 dth/d

Reservation Rate: Customer shall pay a negotiated reservation rate of \$19.7709 per Dth, per month ("Negotiated Reservation Rate") of Customer's MDQ under Contract No. 910611 during the Negotiated Rate Term.

Usage Rate: The usage rate to be paid by Customer under Contract No. 910611 during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), Applicable Shrinkage Adjustment ("ASA") charges and other charges/surcharges applicable to Customer's Contract No. 910611 under Rate Schedule FT-1. Texas Eastern shall apply the ASA charge for service under Contract No. 910611 as such charge may change from time to time in accordance with the Commission approved mechanism (if any) for tracking such amounts, and Customer shall pay Texas Eastern for all such ASA charges. Notwithstanding the foregoing, if the applicable ASA charge for service under Contract No. 910611 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 3.6%, then Customer shall pay Texas Eastern an ASA charge of 3.6% for all gas quantities up to Customer's MDQ transported from the Primary Receipt Point(s) to the Primary Delivery Point(s) ("Primary Incremental Transportation Path") specified in Contract No. 910611, or from a receipt point(s) within or downstream of the Primary Incremental Transportation Path. Provided, however, for the period December 1, 2008 through November 30, 2009, if the applicable ASA charge for service under Contract No. 910611 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 2.6%, then Customer shall pay Texas Eastern an ASA charge of 2.6% for all gas quantities up to Customer's MDQ transported other than gas transported from receipt points upstream of the Primary Receipt Point(s) specified in Contract No. 910611. The fuel caps referenced in this negotiated rate agreement (i.e., the 2.6% and 3.6%, as applicable) shall apply to any replacement customer pursuant to a capacity release in accordance with Section 3.14 of the General Terms and Conditions of Texas Eastern's FERC Gas Tariff other than gas transported from receipt points upstream of the Primary Receipt Point(s) specified in Contract No. 910611. Further, for transportation service from a receipt point(s) upstream of the Primary Incremental Transportation Path and/or for quantities above Customer's MDQ, Customer shall pay Texas Eastern, for all gas quantities transported, an ASA charge which is equal to the applicable ASA charge for service under Contract No. 910611 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism).

Primary Receipt Point: M&R 70215, Texas Gas - Lebanon, OH, Warren Co., OH.

Primary Delivery Point: (1) M&R 70128, Linden, Union Co., NJ: MDDO= 10,000 dth; (2) M&R 71196, Bound Brook, Somerset Co., NJ: MDDO= 5,000 dth; (3) M&R 71207, Basking Ridge, NJ (thru 71078) "Bernards" Somerset Co., NJ: MDDO= 15,000 dth; (4) M&R 71208, Morristown, NJ (thru 71078) Morris Co., NJ: MDDO= 5,000 dth; (5) M&R 72944, Jamesburg, Middlesex Co., NJ: MDDO= 15,000 dth.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated in Texas Eastern's currently effective FERC Gas Tariff for Rate Schedule FT-1, TIME II Project.

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: RP99-480-022

Original Sheet No. 121 Original Sheet No. 121

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: PSEG Power, LLC

Service Agreement: Contract No. 910611

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on the Service Commencement Date (as defined in the Precedent Agreement) of Contract No. 910611 and continues for a period of ten (10) years thereafter. Texas Eastern and Customer agree that Contract No. 910611 is a ROFR Agreement and will remain a ROFR Agreement following the end of the Negotiated Rate Term.

Rate Schedule: FT-1, TIME II Project

MDQ: 50,000 dth/d

Reservation Rate: Customer shall pay a negotiated reservation rate of \$19.7709 per Dth, per month ("Negotiated Reservation Rate") of Customer's MDQ under Contract No. 910611 during the Negotiated Rate Term.

Usage Rate: The usage rate to be paid by Customer under Contract No. 910611 during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), Applicable Shrinkage Adjustment ("ASA") charges and other charges/surcharges applicable to Customer's Contract No. 910611 under Rate Schedule FT-1. Texas Eastern shall apply the ASA charge for service under Contract No. 910611 as such charge may change from time to time in accordance with the Commission approved mechanism (if any) for tracking such amounts, and Customer shall pay Texas Eastern for all such ASA charges. Notwithstanding the foregoing, if the applicable ASA charge for service under Contract No. 910611 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 3.6%, then Customer shall pay Texas Eastern an ASA charge of 3.6% for all gas quantities up to Customer's MDQ transported from the Primary Receipt Point(s) to the Primary Delivery Point(s) ("Primary Incremental Transportation Path") specified in Contract No. 910611, or from a receipt point(s) to a delivery point(s) within the Primary Incremental Transportation Path. Further, for transportation service from a receipt point(s) or to a delivery point(s) outside of the Primary Incremental Transportation Path and/or for quantities above Customer's MDQ, Customer shall pay Texas Eastern, for all gas quantities transported, an ASA charge which is equal to the applicable ASA charge for service under Contract No. 910611 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism).

Primary Receipt Point: M&R 70215, Texas Gas - Lebanon, OH, Warren Co., OH.

Primary Delivery Point: (1) M&R 70128, Linden, Union Co., NJ: MDDO= 10,000 dth; (2) M&R 71196, Bound Brook, Somerset Co., NJ: MDDO= 5,000 dth; (3) M&R 71207, Basking Ridge, NJ (thru 71078) "Bernards" Somerset Co., NJ: MDDO= 15,000 dth; (4) M&R 71208, Morristown, NJ (thru 71078) Morris Co., NJ: MDDO= 5,000 dth; (5) M&R 72944, Jamesburg, Middlesex Co., NJ: MDDO= 15,000 dth.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated in Texas Eastern's currently effective FERC Gas Tariff for Rate Schedule FT-1, TIME II Project.

FOOTNOTES:

1/ This negotiated rate transaction does not deviate in any material respect from the applicable form of service agreement set forth in Texas Eastern's FERC Gas Tariff.

2/ The negotiated rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within each applicable zone.

*Effective Date: 12/01/2008    Status: Effective*

*FERC Docket: RP99-480-024*

**Original Sheet No. 121A** Original Sheet No. 121A

FOOTNOTES:

- 1/ This negotiated rate transaction does not deviate in any material respect from the applicable form of service agreement set forth in Texas Eastern's FERC Gas Tariff.
- 2/ The negotiated rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within each applicable zone.

**Effective Date: 03/14/2010    Status: Effective**

**FERC Docket: RP10-375-000**

**First Revised Sheet No. 121B** First Revised Sheet No. 121B

Superseding: Original Sheet No. 121B

STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/

Customer Name: BP Energy Company

Service Agreement: 910687

Term of Negotiated Rate: The term of this negotiated rate commences on the Service Commencement Date (as defined in the Precedent Agreement between Pipeline and Customer) of Contract No. 910687 and continues for the Primary Term, as applicable (as such term is defined in the Precedent Agreement and Contract No. 910687).

Rate Schedule: FT-1

MDQ: 100,000 Dth/d

Reservation Rate: Customer shall pay a negotiated reservation rate of \$6.54 per Dth, per month ("Negotiated Reservation Rate") of Customer's MDQ under Contract No. 910687 during the Primary Term thereof.

Usage Rate: During the Primary Term, shall be as follows:

with respect to service from a Receipt Point in Zone M2 or M3 to a Delivery Point in Zone M2 or M3, the Usage Rate shall be \$0.00/Dth delivered, and Customer shall also be responsible for and pay the Applicable Shrinkage Adjustment ("ASA") percentage; provided, the ASA percentage will be capped for:

(i) deliveries in the M2 to M2 path at 2.5% during the "Winter Period," which shall mean the period extending from December 1 through March 31 each year, and 2.5% for the "Summer Period," which shall mean the period extending from April 1 through November 30 each year, and

(ii) deliveries in the M2 to M3 path at 4.38% during the Winter Period and 3.81% for the Summer Period;

provided further that Texas Eastern retains the right at any time and from time to time, with at least thirty (30) days prior notice to Customer, to revise the ASA percentage caps to become effective concurrently with the effective date of a change to either the effective system ASA percentages for Rate Schedule FT-1 or the methodology for calculating such percentages (but no change shall result in ASA percentage caps in excess of an annualized aggregate average percentage, on a 100% load factor basis, of 4%, for the M2 to M3 path, or 2.5%, for the M2 to M2 path, as applicable, or percentages that are not reflective of the structure of the Winter and Summer Periods for each of the M2 to M2 and M2 to M3 paths, respectively, as effective for Texas Eastern's Rate Schedule FT-1); and

Primary Receipt Point: Kinder Morgan REX Clarington, Monroe CO., Ohio, Monroe CO., OH, Meter No. 73580 (MDRO - 100,000 Dth/d).

Primary Delivery Point: TETCO - Oakford Storage, PA - (D70082/R76082), Westmoreland CO., PA, Meter No. 75082 and Delmont Discharge Custody Transfer Point, Westmoreland CO., PA, Meter No. 79662, provided in no event shall Customer be entitled to deliveries in excess of an aggregate (among all delivery points under Contract No. 910687) of 100,000 Dth on any day during the term of Contract No. 910687.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the applicable maximum rate(s) stated on Texas Eastern's Statement of Rates for Rate Schedule FT-1 at the applicable time.

**Effective Date: 11/01/2009    Status: Effective**

**FERC Docket: RP99-480-025**

**Original Sheet No. 121C** Original Sheet No. 121C

STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/

Customer Name: BP Energy Company

Service Agreement: 910687 (continued)

1/ This Agreement does not deviate in any material respect from the applicable form of service agreement contained in Pipeline's Tariff.

2/ This negotiated rate shall apply only to service under Contract No. 910687, up to Customer's specified MDQ, in the manner set forth herein. If Customer changes its primary points listed above pursuant to the provisions of Pipeline's FERC Gas Tariff, this negotiated rate shall terminate and Pipeline's maximum recourse rates referenced above shall apply for the remaining term of the Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline; provided, further that following the term of this negotiated rate as such term is described above, Pipeline's maximum recourse rates referenced above shall apply for any remaining term under the Service Agreement.

3/ Texas Eastern and Customer agree that Contract No. 910687 is a ROFR Agreement and will remain a ROFR Agreement following the end of the Negotiated Rate Term.

**Effective Date: 03/14/2010    Status: Effective**

**FERC Docket: RP10-375-000**

**First Revised Sheet No. 121D** First Revised Sheet No. 121D

Superseding: Original Sheet No. 121D

STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/

Customer Name: Merrill Lynch Commodities, Inc.

Service Agreement: 910689

Term of Negotiated Rate: The term of this negotiated rate commences on the Service Commencement Date (as defined in the Precedent Agreement between Pipeline and Customer) of Contract No. 910689 and continues for the Primary Term, as applicable (as such term is defined in the Precedent Agreement and Contract No. 910689).

Rate Schedule: FT-1

MDQ: 50,000 Dth/d

Reservation Rate: Customer shall pay a negotiated reservation rate of \$6.54 per Dth, per month ("Negotiated Reservation Rate") of Customer's MDQ under Contract No. 910689 during the Primary Term thereof.

Usage Rate: During the Primary Term, shall be as follows:

with respect to service from a Receipt Point in Zone M2 or M3 to a Delivery Point in Zone M2 or M3, the Usage Rate shall be \$0.00/Dth delivered, and Customer shall also be responsible for and pay the Applicable Shrinkage Adjustment ("ASA") percentage; provided, the ASA percentage will be capped for:

(i) deliveries in the M2 to M2 path at 2.5% during the "Winter Period," which shall mean the period extending from December 1 through March 31 each year, and 2.5% for the "Summer Period," which shall mean the period extending from April 1 through November 30 each year, and

(ii) deliveries in the M2 to M3 path at 4.38% during the Winter Period and 3.81% for the Summer Period;

provided further that Texas Eastern retains the right at any time and from time to time, with at least thirty (30) days prior notice to Customer, to revise the ASA charge cap percentages to become effective concurrently with the effective date of a change to either the effective ASA percentages for Rate Schedule FT-1 or the methodology for calculating such percentages (but no change shall result in ASA percentage caps in excess of an annualized aggregate average percentage, on a 100% load factor basis, of 4%, for the M2 to M3 path, or 2.5%, for the M2 to M2 path, as applicable).

Primary Receipt Point: Kinder Morgan Rex Clarington, Monroe CO., Ohio, Monroe CO., OH. Meter No. 73580 (MDRO - 50,000 Dth/d).

Primary Delivery Point: Delmont Discharge Custody Transfer Point, Westmoreland CO., PA, Meter No. 79662 (MDDO - 50,000 Dth/d).

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the applicable maximum rate(s) stated on Texas Eastern's Statement of Rates for Rate Schedule FT-1 at the applicable time.



**Effective Date: 11/01/2009    Status: Effective**

**FERC Docket: RP99-480-025**

**Original Sheet No. 121E** Original Sheet No. 121E

STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/

Customer Name: Merrill Lynch Commodities, Inc.

Service Agreement: 910689 (continued)

1/ This Agreement does not deviate in any material respect from the applicable form of service agreement contained in Pipeline's Tariff.

2/ This negotiated rate shall apply only to service under Contract No. 910689, up to Customer's specified MDQ, in the manner set forth herein. If Customer changes its primary points listed above pursuant to the provisions of Pipeline's FERC Gas Tariff, this negotiated rate shall terminate and Pipeline's maximum recourse rates referenced above shall apply for the remaining term of the Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline; provided, further that following the term of this negotiated rate as such term is described above, Pipeline's maximum recourse rates referenced above shall apply for any remaining term under the Service Agreement.

3/ If Texas Eastern and any other customer execute a firm service agreement as part of the Northern Bridge Open Season, which service agreement (i) has a term of ten (10) years or less, (ii) uses capacity certificated by the Commission as part of the Project (as such term is defined in the Precedent Agreement between Texas Eastern and Customer) with a Primary Point of Delivery at the discharge side of the Delmont compressor station, (iii) has an MDQ that is equal to or less than the MDQ under the Service Agreement, and (iv) is subject to a negotiated rate per Dth per day that is less than the rate for service under the Service Agreement with the maximum system fuel percentage capped at a lower Applicable Shrinkage Percentage(s), Texas Eastern shall offer Customer the option, to be exercised, if ever, within thirty (30) days of such offer, to receive service under the Service Agreement pursuant to such lower rate.

Effective Date: 12/01/2008 Status: Effective  
FERC Docket: RP99-480-027

**Original Sheet No. 121F** Original Sheet No. 121F

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: NJR Energy Services Company

Service Agreement: Contract No. 8911318

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on December 1, 2008, and continues until and including October 31, 2009.

Rate Schedule: FT-1, TIME II Project

MDQ: 30,000 dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 3.14 of the General Terms and Conditions of the Texas Eastern Tariff, per Dth, per day ("Reservation Rate") of Customer's MDQ under Contract No. 8911318 during the Negotiated Rate Term.

Usage Rate: The usage rate to be paid by Customer under Contract No. 8911318 during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), Applicable Shrinkage Adjustment ("ASA") charges and other charges/surcharges applicable to Customer's Contract No. 8911318 under Rate Schedule FT-1. Texas Eastern shall apply the ASA charge for service under Contract No. 8911318 as such charge may change from time to time in accordance with the Commission approved mechanism (if any) for tracking such amounts, and Customer shall pay Texas Eastern for all such ASA charges. Notwithstanding the foregoing, if the applicable ASA charge for service under Contract No. 8911318 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 3.6%, then Customer shall pay Texas Eastern an ASA charge of 3.6% for all gas quantities up to Customer's MDQ transported from the Primary Receipt Point(s) to the Primary Delivery Point(s) ("Primary Incremental Transportation Path") specified in Contract No. 8911318, or from a receipt point(s) within or downstream of the Primary Incremental Transportation Path. Provided, however, for the period December 1, 2008 through October 31, 2009, if the applicable ASA charge for service under Contract No. 8911318 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 2.6%, then Customer shall pay Texas Eastern an ASA charge of 2.6% for all gas quantities up to Customer's MDQ transported other than gas transported from receipt points upstream of the Primary Receipt Point(s) specified in Contract No. 8911318. Further, for transportation service from a receipt point(s) upstream of the Primary Incremental Transportation Path and/or for quantities above Customer's MDQ, Customer shall pay Texas Eastern, for all gas quantities transported, an ASA charge which is equal to the applicable ASA charge for service under Contract No. 8911318 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism).

Primary Receipt Points: (1) M&R 79941, ANR/TETCO (Lebanon Lateral-ANR Capacity, Warren Co., OH: MDRO = 5,000 dth; (2) M&R 79951, TETCO Lebanon Lateral Takeaway Point-Mainline, Warren Co. OH.: MDRO = 25,000 dth.

Primary Delivery Point: Head of Freehold Lateral - Mainline, M&R 79037.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated in Texas Eastern's currently effective FERC Gas Tariff for Rate Schedule FT-1, TIME II Project.

FOOTNOTES:

1/This negotiated rate transaction does not deviate in any material respect from the applicable form of service agreement set forth in Texas Eastern's FERC Gas Tariff.

2/The negotiated usage rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within each applicable zone.

Effective Date: 12/01/2008 Status: Effective  
FERC Docket: RP99-480-027

**Original Sheet No. 121G** Original Sheet No. 121G

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: EServices, LLC

Service Agreement: Contract No. 8911269

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on December 1, 2008 and continues until and including October 31, 2009.

Rate Schedule: FT-1, TIME II Project

MDQ: 10,000 dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 3.14 of the General Terms and Conditions of the Texas Eastern Tariff, per Dth, per day ("Reservation Rate") of Customer's MDQ under Contract No. 8911269 during the Negotiated Rate Term.

Usage Rate: The usage rate to be paid by Customer under Contract No. 8911269 during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), Applicable Shrinkage Adjustment ("ASA") charges and other charges/surcharges applicable to Customer's Contract No. 8911269 under Rate Schedule FT-1. Texas Eastern shall apply the ASA charge for service under Contract No. 8911269 as such charge may change from time to time in accordance with the Commission approved mechanism (if any) for tracking such amounts, and Customer shall pay Texas Eastern for all such ASA charges. Notwithstanding the foregoing, if the applicable ASA charge for service under Contract No. 8911269 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 3.6%, then Customer shall pay Texas Eastern an ASA charge of 3.6% for all gas quantities up to Customer's MDQ transported from the Primary Receipt Point(s) to the Primary Delivery Point(s) ("Primary Incremental Transportation Path") specified in Contract No. 8911269, or from a receipt point(s) within or downstream of the Primary Incremental Transportation Path. Provided, however, for the period December 1, 2008 through October 31, 2009, if the applicable ASA charge for service under Contract No. 8911269 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 2.6%, then Customer shall pay Texas Eastern an ASA charge of 2.6% for all gas quantities up to Customer's MDQ transported other than gas transported from receipt points upstream of the Primary Receipt Point(s) specified in Contract No. 8911269. Further, for transportation service from a receipt point(s) upstream of the Primary Incremental Transportation Path and/or for quantities above Customer's MDQ, Customer shall pay Texas Eastern, for all gas quantities transported, an ASA charge which is equal to the applicable ASA charge for service under Contract No. 8911269 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism).

Primary Receipt Points: M&R 79951, TETCO Lebanon Lateral Takeaway Point-Mainline, Warren Co.  
OH.: MDRO = 10,000 dth.

Primary Delivery Point: Head of Freehold Lateral - Mainline, M&R 79037.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated in Texas Eastern's currently effective FERC Gas Tariff for Rate Schedule FT-1, TIME II Project.

FOOTNOTES:

1/This negotiated rate transaction does not deviate in any material respect from the applicable form of service agreement set forth in Texas Eastern's FERC Gas Tariff.

2/The negotiated rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within each applicable zone.

Effective Date: 12/01/2008 Status: Effective  
FERC Docket: RP99-480-027

**Original Sheet No. 121H** Original Sheet No. 121H

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: EServices, LLC

Service Agreement: Contract No. 8913617

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on November 1, 2009 and continues until and including October 31, 2010.

Rate Schedule: FT-1, TIME II Project

MDQ: 10,000 dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 3.14 of the General Terms and Conditions of the Texas Eastern Tariff, per Dth, per day ("Reservation Rate") of Customer's MDQ under Contract No. 8913617 during the Negotiated Rate Term.

Usage Rate: The usage rate to be paid by Customer under Contract No. 8913617 during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), Applicable Shrinkage Adjustment ("ASA") charges and other charges/surcharges applicable to Customer's Contract No. 8913617 under Rate Schedule FT-1. Texas Eastern shall apply the ASA charge for service under Contract No. 8913617 as such charge may change from time to time in accordance with the Commission approved mechanism (if any) for tracking such amounts, and Customer shall pay Texas Eastern for all such ASA charges. Notwithstanding the foregoing, if the applicable ASA charge for service under Contract No. 8913617 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 3.6%, then Customer shall pay Texas Eastern an ASA charge of 3.6% for all gas quantities up to Customer's MDQ transported from the Primary Receipt Point(s) to the Primary Delivery Point(s) ("Primary Incremental Transportation Path") specified in Contract No. 8913617, or from a receipt point(s) within or downstream of the Primary Incremental Transportation Path. Provided, however, for the period November 1, 2009 through November 30, 2009, if the applicable ASA charge for service under Contract No. 8913617 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 2.6%, then Customer shall pay Texas Eastern an ASA charge of 2.6% for all gas quantities up to Customer's MDQ transported other than gas transported from receipt points upstream of the Primary Receipt Point(s) specified in Contract No. 8913617. Further, for transportation service from a receipt point(s) upstream of the Primary Incremental Transportation Path and/or for quantities above Customer's MDQ, Customer shall pay Texas Eastern, for all gas quantities transported, an ASA charge which is equal to the applicable ASA charge for service under Contract No. 8913617 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism).

Primary Receipt Points: M&R 79951, TETCO Lebanon Lateral Takeaway Point-Mainline, Warren Co.  
OH.: MDRO = 10,000 dth.

Primary Delivery Point: Head of Freehold Lateral - Mainline, M&R 79037.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated in Texas Eastern's currently effective FERC Gas Tariff for Rate Schedule FT-1, TIME II Project.

FOOTNOTES:

1/This negotiated rate transaction does not deviate in any material respect from the applicable form of service agreement set forth in Texas Eastern's FERC Gas Tariff.

2/The negotiated usage rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within each applicable zone.

Effective Date: 12/01/2008 Status: Effective

FERC Docket: RP99-480-027

Original Sheet No. 121I Original Sheet No. 121I

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: PSEG Energy Resources and Trade

Service Agreement: Contract No. 8911506

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on December 1, 2008, and continues until and including October 31, 2009.

Rate Schedule: FT-1, TIME II Project

MDQ: 50,000 dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 3.14 of the General Terms and Conditions of the Texas Eastern Tariff, per Dth, per day ("Reservation Rate") of Customer's MDQ under Contract No. 8911506 during the Negotiated Rate Term.

Usage Rate: The usage rate to be paid by Customer under Contract No. 8911506 during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), Applicable Shrinkage Adjustment ("ASA") charges and other charges/surcharges applicable to Customer's Contract No. 8911506 under Rate Schedule FT-1. Texas Eastern shall apply the ASA charge for service under Contract No. 8911506 as such charge may change from time to time in accordance with the Commission approved mechanism (if any) for tracking such amounts, and Customer shall pay Texas Eastern for all such ASA charges. Notwithstanding the foregoing, if the applicable ASA charge for service under Contract No. 8911506 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 3.6%, then Customer shall pay Texas Eastern an ASA charge of 3.6% for all gas quantities up to Customer's MDQ transported from the Primary Receipt Point(s) to the Primary Delivery Point(s) ("Primary Incremental Transportation Path") specified in Contract No. 8911506, or from a receipt point(s) within or downstream of the Primary Incremental Transportation Path. Provided, however, for the period December 1, 2008 through October 31, 2009, if the applicable ASA charge for service under Contract No. 8911506 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 2.6%, then Customer shall pay Texas Eastern an ASA charge of 2.6% for all gas quantities up to Customer's MDQ transported other than gas transported from receipt points upstream of the Primary Receipt Point(s) specified in Contract No. 8911506. Further, for transportation service from a receipt point(s) upstream of the Primary Incremental Transportation Path and/or for quantities above Customer's MDQ, Customer shall pay Texas Eastern, for all gas quantities transported, an ASA charge which is equal to the applicable ASA charge for service under Contract No. 8911506 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism).

Primary Receipt Point: M&R 70215, Texas Gas - Lebanon, OH, Warren Co., OH.

Primary Delivery Point: (1) M&R 70128, Linden, Union Co., NJ: MDDO= 10,000 dth; (2) M&R 71196, Bound Brook, Somerset Co., NJ: MDDO= 5,000 dth; (3) M&R 71207, Basking Ridge, NJ (thru 71078) "Bernards" Somerset Co., NJ: MDDO= 15,000 dth; (4) M&R 71208, Morristown, NJ (thru 71078) Morris Co., NJ: MDDO= 5,000 dth; (5) M&R 72944, Jamesburg, Middlesex Co., NJ: MDDO= 15,000 dth.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated in Texas Eastern's currently effective FERC Gas Tariff for Rate Schedule FT-1, TIME II Project.

FOOTNOTES:

1/ This negotiated rate transaction does not deviate in any material respect from the applicable form of service agreement set forth in Texas Eastern's FERC Gas Tariff.

2/ The negotiated usage rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within each applicable zone.

Effective Date: 10/01/2009 Status: Effective  
FERC Docket: RP99-480-027

**Original Sheet No. 121J** Original Sheet No. 121J

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: PSEG Energy Resources and Trade

Service Agreement: Contract No. 8914591

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on October 1, 2009 and continues until and including October 31, 2010.

Rate Schedule: FT-1, TIME II Project

MDQ: 50,000 dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 3.14 of the General Terms and Conditions of the Texas Eastern Tariff, per Dth, per day ("Reservation Rate") of Customer's MDQ under Contract No. 8914591 during the Negotiated Rate Term.

Usage Rate: The usage rate to be paid by Customer under Contract No. 8914591 during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), Applicable Shrinkage Adjustment ("ASA") charges and other charges/surcharges applicable to Customer's Contract No. 8914591 under Rate Schedule FT-1. Texas Eastern shall apply the ASA charge for service under Contract No. 8914591 as such charge may change from time to time in accordance with the Commission approved mechanism (if any) for tracking such amounts, and Customer shall pay Texas Eastern for all such ASA charges. Notwithstanding the foregoing, if the applicable ASA charge for service under Contract No. 8914591 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 3.6%, then Customer shall pay Texas Eastern an ASA charge of 3.6% for all gas quantities up to Customer's MDQ transported from the Primary Receipt Point(s) to the Primary Delivery Point(s) ("Primary Incremental Transportation Path") specified in Contract No. 8914591, or from a receipt point(s) within or downstream of the Primary Incremental Transportation Path. Provided, however, for the period November 1, 2009 through November 30, 2009, if the applicable ASA charge for service under Contract No. 8914591 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 2.6%, then Customer shall pay Texas Eastern an ASA charge of 2.6% for all gas quantities up to Customer's MDQ transported other than gas transported from receipt points upstream of the Primary Receipt Point(s) specified in Contract No. 8914591. Further, for transportation service from a receipt point(s) upstream of the Primary Incremental Transportation Path and/or for quantities above Customer's MDQ, Customer shall pay Texas Eastern, for all gas quantities transported, an ASA charge which is equal to the applicable ASA charge for service under Contract No. 8914591 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism).

Primary Receipt Point: M&R 70215, Texas Gas - Lebanon, OH, Warren Co., OH.

Primary Delivery Point: (1) M&R 70128, Linden, Union Co., NJ: MDDO= 10,000 dth; (2) M&R 71196, Bound Brook, Somerset Co., NJ: MDDO= 5,000 dth; (3) M&R 71207, Basking Ridge, NJ (thru 71078) "Bernards" Somerset Co., NJ: MDDO= 15,000 dth; (4) M&R 71208, Morristown, NJ (thru 71078) Morris Co., NJ: MDDO= 5,000 dth; (5) M&R 72944, Jamesburg, Middlesex Co., NJ: MDDO= 15,000 dth.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated in Texas Eastern's currently effective FERC Gas Tariff for Rate Schedule FT-1, TIME II Project.

FOOTNOTES:

- 1/ This negotiated rate transaction does not deviate in any material respect from the applicable form of service agreement set forth in Texas Eastern's FERC Gas Tariff.
- 2/ The negotiated usage rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within each applicable zone.

Effective Date: 04/17/2010 Status: Effective

FERC Docket: RP10-615-000

**Second Revised Sheet No. 121K** Second Revised Sheet No. 121K

Superseding: First Revised Sheet No. 121K

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: South Jersey Resources Group LLC

Service Agreement: Contract No. 8916326

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on April 17, 2010, and continues until and including April 30, 2010.

Rate Schedule: FT-1, TIME II Project

MDQ: 5,000 dth/d

Reservation Rate: Customer shall pay a reservation rate, as determined pursuant to the capacity release processes set forth in Section 3.14 of the General Terms and Conditions of the Texas Eastern Tariff, per Dth, per day ("Reservation Rate") of Customer's MDQ under Contract No. 8916326 during the Negotiated Rate Term.

Usage Rate: The usage rate to be paid by Customer under Contract No. 8916326 during the Negotiated Rate Term shall be zero. Customer shall also pay the applicable Annual Charge Adjustment ("ACA"), Applicable Shrinkage Adjustment ("ASA") charges and other charges/surcharges applicable to Customer's Contract No. 8916326 under Rate Schedule FT-1. Texas Eastern shall apply the ASA charge for service under Contract No. 8916326 as such charge may change from time to time in accordance with the Commission approved mechanism (if any) for tracking such amounts, and Customer shall pay Texas Eastern for all such ASA charges. Notwithstanding the foregoing, if the applicable ASA charge for service under Contract No. 8916326 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) is equal to or greater than 3.6%, then Customer shall pay Texas Eastern an ASA charge of 3.6% for all gas quantities up to Customer's MDQ transported from the Primary Receipt Point(s) to the Primary Delivery Point(s) ("Primary Incremental Transportation Path") specified in Contract No. 8916326, or from a receipt point(s) within or downstream of the Primary Incremental Transportation Path. Further, for transportation service from a receipt point(s) upstream of the Primary Incremental Transportation Path and/or for quantities above Customer's MDQ, Customer shall pay Texas Eastern, for all gas quantities transported, an ASA charge which is equal to the applicable ASA charge for service under Contract No. 8916326 (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism).

Primary Receipt Point: (1) M&R 79951, TETCO Lebanon Lateral Takeaway Point-Mainline, Warren Co. OH; (2) M&R 79941, ANR/TETCO (Lebanon Lateral - ANR Capacity, Warren Co., OH.

Primary Delivery Point: Head of Freehold Lateral - Mainline, M&R 79037.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated in Texas Eastern's currently effective FERC Gas Tariff for Rate Schedule FT-1, TIME II Project.

FOOTNOTES:

1/This negotiated rate transaction does not deviate in any material respect from the applicable form of service agreement set forth in Texas Eastern's FERC Gas Tariff.

2/The negotiated usage rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within each applicable zone.

*Effective Date: 12/31/9999    Status: Accepted*

*FERC Docket: RP99-480-022*

**Sheet Nos. 122 - 125** Sheet Nos. 122 - 125

Sheet Nos. 122 - 125 are  
being reserved for future use.



Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP10-120-000

**Seventh Revised Sheet No. 126** Seventh Revised Sheet No. 126

Superseding: Sixth Revised Sheet No. 126

CURRENTLY EFFECTIVE PERCENTAGES FOR APPLICABLE SHRINKAGE FOR ASA RATE SCHEDULES

Effective During the Winter Period: December 1 through March 31									
FOR TRANSPORTATION SERVICE			STX (%)	WLA (%)	ELA (%)	ETX (%)	M1 (%)	M2 (%)	M3 (%)
		from STX	1.09	1.25	2.12	2.12	3.08	4.70	5.81
	Base	from WLA	0.50	0.50	1.38	1.38	2.34	3.96	5.07
	Applicable	from ELA	1.05	1.05	1.05	1.05	2.01	3.63	4.74
	Shrinkage	from ETX	1.09	1.05	1.05	1.05	2.01	3.63	4.74
	Percentage	from M1					0.96	2.58	3.69
		from M2						1.80	2.90
		from M3							1.28
		from STX	1.03	1.07	1.26	1.26	2.27	2.60	2.78
	Applicable	from WLA	0.90	0.90	1.10	1.10	2.11	2.44	2.62
	Shrinkage	from ELA	1.03	1.03	1.03	1.03	2.04	2.37	2.55
	Adjustment	from ETX	1.03	1.03	1.03	1.03	2.04	2.37	2.55
	Percentage	from M1					1.01	1.34	1.52
		from M2						1.19	1.40
		from M3							1.08
		from STX	2.12	2.32	3.38	3.38	5.35	7.30	8.59
	Applicable	from WLA	1.40	1.40	2.48	2.48	4.45	6.40	7.69
	Shrinkage	from ELA	2.08	2.08	2.08	2.08	4.05	6.00	7.29
	Percentage	from ETX	2.12	2.08	2.08	2.08	4.05	6.00	7.29
		from M1					1.97	3.92	5.21
		from M2						2.99	4.30
		from M3							2.36
				Base Applicable Shrinkage Percentage	Applicable Shrinkage Adjustment Percentage		Applicable Shrinkage Percentage		
FOR STORAGE SERVICE									
Monthly W/d (SS,SS-1,X-28)				2.86 %		0.25 %		3.11 %	
Monthly W/d (FSS,ISS-1)				1.76 %		-0.80 %		0.96 %	
Monthly Injections				1.76 %		-0.80 %		0.96 %	
Monthly Inventory Level				0.08 %		0.00 %		0.08 %	

Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP10-120-000

**Seventh Revised Sheet No. 127** Seventh Revised Sheet No. 127

Superseding: Sixth Revised Sheet No. 127

CURRENTLY EFFECTIVE PERCENTAGES FOR APPLICABLE SHRINKAGE FOR ASA RATE SCHEDULES

\_\_\_\_\_Effective During the Spring, Summer and Fall Periods: April 1 through November 30\_\_\_\_\_

FOR TRANSPORTATION SERVICE		STX (%)	WLA (%)	ELA (%)	ETX (%)	M1 (%)	M2 (%)	M3 (%)
	from STX	0.93	1.04	1.64	1.64	2.49	3.59	4.34
Base	from WLA	0.53	0.53	1.13	1.13	1.98	3.08	3.83
Applicable	from ELA	0.91	0.91	0.91	0.91	1.76	2.86	3.61
Shrinkage	from ETX	0.93	0.91	0.91	0.91	1.76	2.86	3.61
Percentage	from M1					0.85	1.95	2.70
	from M2						1.42	2.17
	from M3							1.07
	from STX	1.13	1.18	1.38	1.38	2.48	2.87	3.12
Applicable	from WLA	0.99	0.99	1.21	1.21	2.31	2.70	2.95
Shrinkage	from ELA	1.12	1.12	1.12	1.12	2.22	2.61	2.86
Adjustment	from ETX	1.13	1.12	1.12	1.12	2.22	2.61	2.86
Percentage	from M1					1.10	1.49	1.74
	from M2						1.30	1.56
	from M3							1.18
	from STX	2.06	2.22	3.02	3.02	4.97	6.46	7.46
Applicable	from WLA	1.52	1.52	2.34	2.34	4.29	5.78	6.78
Shrinkage	from ELA	2.03	2.03	2.03	2.03	3.98	5.47	6.47
Percentage	from ETX	2.06	2.03	2.03	2.03	3.98	5.47	6.47
	from M1					1.95	3.44	4.44
	from M2						2.72	3.73
	from M3							2.25
FOR STORAGE SERVICE		Base Applicable Shrinkage Percentage		Applicable Shrinkage Adjustment Percentage		Applicable Shrinkage Percentage		
Monthly W/d (SS,SS-1,X-28)		2.70 %		0.34 %		3.04 %		
Monthly W/d (FSS,ISS-1)		1.76 %		-0.80 %		0.96 %		
Monthly Injections		1.76 %		-0.80 %		0.96 %		
Monthly Inventory Level		0.08 %		0.00 %		0.08 %		

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 128 - 129** Sheet Nos. 128 - 129 :    Effective

Sheet Nos. 128 - 129 are  
being reserved for future use.

Effective Date: 04/16/2001 Status: Effective

FERC Docket: GT01- 15-000

Original Sheet No. 130 Original Sheet No. 130 : Effective

CURRENTLY EFFECTIVE PERCENTAGES FOR APPLICABLE SHRINKAGE FOR NON-ASA RATE SCHEDULES

Effective year round - June 1 through May 31				
		Applicable Shrinkage Percentage		Applicable Shrinkage Percentage
Rate Schedule FTS		1.29 %	Rate Sch X-127	0.00 %
Rate Schedule FTS-2		0.00 %	Rate Sch X-129	0.00 %
Rate Schedule FTS-4	Leidy (Nov15-Mar31)	4.89 %	Rate Sch X-130	0.00 %
	(Apr1-Nov14)	1.00 %	Rate Sch X-135	0.00 %
	Chambersburg	0.00 %	Rate Sch X-136	0.00 %
Rate Schedule FTS-5		0.00 %	Rate Sch X-137	1.30 %
Rate Schedule FTS-7	(Delv to Zone M1,M2)	0.00 %		
	(Delv to Zone M3)	2.00 %		
Rate Schedule FTS-8	(Delv to Zone M1,M2)	0.00 %		
	(Delv to Zone M3)	1.50 %		
Rate Schedule LLFT		0.43 %		
Rate Schedule LLIT		0.43 %		
Rate Schedule VKFT		0.00 %		
Rate Schedule VKIT		0.00 %		

Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

**Second Revised Sheet No. 131** Second Revised Sheet No. 131

Superseding: First Revised Sheet No. 131

EFFECTIVE BASE ELECTRIC POWER COST UNITS

RATE  
SCHEDULES  
CDS, FT-1\*

RESERVATION CHARGE		RESERVATION CHARGE ADJUSTMENT					
	\$/dth		\$/dth				
ACCESS AREA							
STX-AAB	0.002		0.0001				
WLA-AAB	0.001		0.0000				
ELA-AAB	0.001		0.0000				
ETX-AAB	0.001		0.0000				
STX-STX	0.002		0.0001				
STX-WLA	0.002		0.0001				
STX-ELA	0.002		0.0001				
STX-ETX	0.002		0.0001				
WLA-WLA	0.001		0.0000				
WLA-ELA	0.001		0.0000				
WLA-ETX	0.001		0.0000				
ELA-ELA	0.001		0.0000				
ETX-ETX	0.001		0.0000				
ETX-ELA	0.001		0.0000				
MARKET AREA							
M1-M1	0.096		0.0032				
M1-M2	0.295		0.0097				
M1-M3	0.431		0.0142				
M2-M2	0.199		0.0065				
M2-M3	0.334		0.0110				
M3-M3	0.136		0.0045				
USAGE							
ZONE RATE							
\$/dth							
	STX	WLA	ELA	ETX	M1	M2	M3
from STX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from WLA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ELA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ETX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from M1	0.0055	0.0055	0.0055	0.0055	0.0054	0.0166	0.0242
from M2	0.0167	0.0167	0.0167	0.0167	0.0166	0.0112	0.0188
from M3	0.0243	0.0243	0.0243	0.0243	0.0242	0.0188	0.0076

\* Includes those applicable rate schedules listed on  
the Summary of Rates of Pipeline's Volume No. 2.

Effective Date: 04/16/2001 Status: Effective

FERC Docket: GT01- 15-000

Original Sheet No. 132 Original Sheet No. 132 : Effective

EFFECTIVE BASE ELECTRIC POWER COST UNITS

RATE  
SCHEDULE  
SCT

	RESERVATION CHARGE \$/dth	RESERVATION CHARGE ADJUSTMENT \$/dth
ACCESS AREA		
STX-AAB	0.001	0.0000
WLA-AAB	0.000	0.0000
ELA-AAB	0.000	0.0000
ETX-AAB	0.000	0.0000
STX-STX	0.001	0.0000
STX-WLA	0.001	0.0000
STX-ELA	0.001	0.0000
STX-ETX	0.001	0.0000
WLA-WLA	0.000	0.0000
WLA-ELA	0.000	0.0000
WLA-ETX	0.000	0.0000
ELA-ELA	0.000	0.0000
ETX-ETX	0.000	0.0000
ETX-ELA	0.000	0.0000
MARKET AREA		
M1-M1	0.038	0.0012
M1-M2	0.118	0.0039
M1-M3	0.172	0.0057
M2-M2	0.080	0.0026
M2-M3	0.134	0.0044
M3-M3	0.054	0.0018

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FERC Docket: GT01- 15-000

Original Sheet No. 133 Original Sheet No. 133 : Effective

EFFECTIVE BASE ELECTRIC POWER COST UNITS

RATE  
SCHEDULE  
SCT

MAXIMUM	USAGE ZONE RATE \$/dth						
	STX	WLA	ELA	ETX	M1	M2	M3
from STX	0.0002	0.0002	0.0002	0.0002	0.0087	0.0265	0.0385
from WLA	0.0002	0.0001	0.0001	0.0001	0.0087	0.0264	0.0385
from ELA	0.0002	0.0001	0.0001	0.0001	0.0087	0.0264	0.0385
from ETX	0.0002	0.0001	0.0001	0.0001	0.0087	0.0264	0.0385
from M1	0.0087	0.0087	0.0087	0.0087	0.0086	0.0263	0.0384
from M2	0.0265	0.0264	0.0264	0.0264	0.0263	0.0177	0.0298
from M3	0.0385	0.0385	0.0385	0.0385	0.0384	0.0298	0.0121

MINIMUM	USAGE ZONE RATE \$/dth						
	STX	WLA	ELA	ETX	M1	M2	M3
from STX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from WLA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ELA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ETX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from M1	0.0055	0.0055	0.0055	0.0055	0.0054	0.0166	0.0242
from M2	0.0167	0.0167	0.0167	0.0167	0.0166	0.0112	0.0188
from M3	0.0243	0.0243	0.0243	0.0243	0.0242	0.0188	0.0076

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FERC Docket: GT01- 15-000

Original Sheet No. 134 Original Sheet No. 134 : Effective

EFFECTIVE BASE ELECTRIC POWER COST UNITS

RATE  
SCHEDULE  
SCT ALT

MAXIMUM	USAGE ZONE RATE \$/dth						
	STX	WLA	ELA	ETX	M1	M2	M3
from STX	0.0004	0.0004	0.0004	0.0004	0.0151	0.0461	0.0669
from WLA	0.0004	0.0001	0.0001	0.0001	0.0149	0.0458	0.0668
from ELA	0.0004	0.0001	0.0001	0.0001	0.0149	0.0458	0.0668
from ETX	0.0004	0.0001	0.0001	0.0001	0.0149	0.0458	0.0668
from M1	0.0151	0.0149	0.0149	0.0149	0.0148	0.0457	0.0667
from M2	0.0461	0.0458	0.0458	0.0458	0.0457	0.0309	0.0518
from M3	0.0669	0.0668	0.0668	0.0668	0.0667	0.0518	0.0210

MINIMUM	USAGE ZONE RATE \$/dth						
	STX	WLA	ELA	ETX	M1	M2	M3
from STX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from WLA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ELA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ETX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from M1	0.0055	0.0055	0.0055	0.0055	0.0054	0.0166	0.0242
from M2	0.0167	0.0167	0.0167	0.0167	0.0166	0.0112	0.0188
from M3	0.0243	0.0243	0.0243	0.0243	0.0242	0.0188	0.0076



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FERC Docket: RP10-375-000

**Second Revised Sheet No. 135** Second Revised Sheet No. 135

Superseding: First Revised Sheet No. 135

EFFECTIVE BASE ELECTRIC POWER COST UNITS

RATE  
SCHEDULES  
IT-1\*

	USAGE ZONE RATE \$/dth						
	STX	WLA	ELA	ETX	M1	M2	M3
MAXIMUM							
from STX	0.0002	0.0002	0.0002	0.0002	0.0087	0.0265	0.0385
from WLA	0.0002	0.0001	0.0001	0.0001	0.0087	0.0264	0.0385
from ELA	0.0002	0.0001	0.0001	0.0001	0.0087	0.0264	0.0385
from ETX	0.0002	0.0001	0.0001	0.0001	0.0087	0.0264	0.0385
from M1	0.0087	0.0087	0.0087	0.0087	0.0086	0.0263	0.0384
from M2	0.0265	0.0264	0.0264	0.0264	0.0263	0.0177	0.0298
from M3	0.0385	0.0385	0.0385	0.0385	0.0384	0.0298	0.0121

	USAGE ZONE RATE \$/dth						
	STX	WLA	ELA	ETX	M1	M2	M3
MINIMUM							
from STX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from WLA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ELA	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from ETX	0.0001	0.0001	0.0001	0.0001	0.0055	0.0167	0.0243
from M1	0.0055	0.0055	0.0055	0.0055	0.0054	0.0166	0.0242
from M2	0.0167	0.0167	0.0167	0.0167	0.0166	0.0112	0.0188
from M3	0.0243	0.0243	0.0243	0.0243	0.0242	0.0188	0.0076

STORAGE  
RATE  
SCHEDULES

	RESERVATION CHARGE \$/dth	RESERVATION CHARGE ADJUSTMENT \$/dth	WITHDRAWAL \$/dth
SS	0.114	0.0037	0.0064
X-28	0.114	0.0037	0.0064
SS-1	0.114	0.0037	0.0064

\* Includes those applicable rate schedules listed on the Summary of Rates of Pipeline's Volume No. 2.

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*FERC Docket: RP05-243-000*

**First Revised Sheet No. 136** First Revised Sheet No. 136 : Effective  
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Sheet No. 136 was previously issued,  
but is now reserved for future use.

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*FERC Docket: RP05-243-000*

**First Revised Sheet No. 137** First Revised Sheet No. 137 : Effective  
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**First Revised Sheet No. 138** First Revised Sheet No. 138 : Effective  
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Sheet No. 138 was previously issued,  
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**First Revised Sheet No. 139** First Revised Sheet No. 139 : Effective  
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*FERC Docket: RP05-243-000*

**First Revised Sheet No. 140** First Revised Sheet No. 140 : Effective  
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*FERC Docket: RP05-243-000*

**First Revised Sheet No. 141** First Revised Sheet No. 141 : Effective  
Superseding: Original Sheet No. 141

Sheet No. 141 was previously issued,  
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**First Revised Sheet No. 142** First Revised Sheet No. 142 : Effective  
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*FERC Docket: RP05-243-000*

**First Revised Sheet No. 143** First Revised Sheet No. 143 : Effective  
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Sheet No. 143 was previously issued,  
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*FERC Docket: RP05-243-000*

**First Revised Sheet No. 144** First Revised Sheet No. 144 : Effective  
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*FERC Docket: RP05-243-000*

**First Revised Sheet No. 145** First Revised Sheet No. 145 : Effective  
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*FERC Docket: RP05-243-000*

**First Revised Sheet No. 146** First Revised Sheet No. 146 : Effective  
Superseding: Original Sheet No. 146

Sheet No. 146 was previously issued,  
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*FERC Docket: RP05-243-000*

**First Revised Sheet No. 147** First Revised Sheet No. 147 : Effective  
Superseding: Original Sheet No. 147

Sheet No. 147 was previously issued,  
but is now reserved for future use.

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*FERC Docket: RP05-243-000*

**First Revised Sheet No. 148** First Revised Sheet No. 148 : Effective  
Superseding: Original Sheet No. 148

Sheet No. 148 was previously issued,  
but is now reserved for future use.

*Effective Date: 04/24/2005    Status: Effective*

*FERC Docket: RP05-243-000*

**First Revised Sheet No. 149** First Revised Sheet No. 149 : Effective  
Superseding: Original Sheet No. 149

Sheet No. 149 was previously issued,  
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*FERC Docket: RP05-243-000*

**First Revised Sheet No. 150** First Revised Sheet No. 150 : Effective  
Superseding: Original Sheet No. 150

Sheet No. 150 was previously issued,  
but is now reserved for future use.



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*FERC Docket: RP10-375-000*

**Sheet Nos. 151 - 198** Sheet Nos. 151 - 198

Sheet Nos. 151 - 198 are  
being reserved for future use.

Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

Original Sheet No. 199 Original Sheet No. 199

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**Third Revised Sheet No. 200** Third Revised Sheet No. 200  
Superseding: Sub Second Revised Sheet No. 200

RATE SCHEDULE CDS

COMPREHENSIVE DELIVERY SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested firm transportation service pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule CDS. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule CDS is a part. Service under this Rate Schedule is not available from capacity subject to Rate Schedules MLS-1, LLFT, LLIT, VKFT and VKIT.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder will be firm, except as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule constitutes one of the No-notice Service options as that term is used in Order No. 636 available from Pipeline.

2.2 Subject to Sections 2.3 and 2.4 of this Rate Schedule CDS, Pipeline shall deliver to those delivery points on Pipeline's system as specified in the executed service agreement or available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as "Point(s) of Delivery"), for Customer's account, as requested for any Day, Natural Gas quantities up to Customer's Maximum Daily Quantity (MDQ). Customer's MDQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to certain differing levels in Customer's MDQ during specified periods during the year. Customer's MDQ and any differing levels in MDQ, as well as the period of such differing MDQ levels, shall be specified in the executed service agreement.

2.3 Subject to variances as may be permitted by Section 2.4 of this Rate Schedule CDS or the General Terms and Conditions, Customer shall deliver to Pipeline and Pipeline shall receive, for Customer's account, at those points on Pipeline's system available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as "Point(s) of Receipt"), daily Quantities of Gas equal to the daily quantities delivered to Customer pursuant to Section 2.2 up to Customer's MDQ, plus Applicable Shrinkage.

2.4 (A) Pursuant to this Section 2.4, Customer may cause Natural Gas to be delivered to Pipeline for the purpose of receiving No-notice Service in a manner which is different from that required by Section 2.3 of this Rate Schedule CDS as provided in Section 2.4(B) or Section 2.4(C) below. If Customer does not elect to tender Natural Gas quantities in advance for No-notice Service as provided in Section 2.4(B), Customer must tender Natural Gas quantities to Pipeline no more than two (2) Business Days after commencement of such "no-notice" service in order to initiate correction of the scheduling variance created while receiving No-notice Service. The difference in scheduled receipts and scheduled deliveries must be at a minimum, equal to the level of No-notice Service received (whether)

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**Second Revised Sheet No. 201** Second Revised Sheet No. 201

Superseding: First Revised Sheet No. 201

RATE SCHEDULE CDS  
(Continued)

an increase or decrease) two (2) Business Days prior and must continue for the period of time required to correct the scheduling variance created while receiving such No-notice Service; provided, however, Customer is not required on any Day to tender in excess of its MDQ. If a Customer schedules the delivery of its MDQ, that Customer is not required to, but may include in the Quantity of Gas scheduled for receipt, Quantities of Gas for the purpose of correcting prior scheduling variances. Any remaining scheduling variance will be corrected as an imbalance at the end of the Month in accordance with Section 2.4(D) herein. To the extent Customer notifies Pipeline of Customer's tender of Natural Gas prior to the date such Natural Gas will be delivered to Customer and Pipeline agrees to such pre-injection, Customer will receive a credit against the Reservation component of its invoice for such pre-injection Quantities of Gas. The applicable Pre-injection Credit Rate is set forth on the Statement of Rates for Rate Schedule CDS.

- (B) In the event Customer desires to pre-inject receipts or reduce receipts in anticipation of an increase or decrease in its scheduled deliveries, Customer shall notify Pipeline of such desire pursuant to Section 4 of Pipeline's General Terms and Conditions. Pipeline shall perform No-notice Service at the level of increased or decreased receipts for a period of two (2) Business Days beginning upon Pipeline's initiation of No-notice Service.
- (C) In the event Customer requires an increase or decrease in its scheduled deliveries, and (1) Customer provides notice to Pipeline of such requirement pursuant to Section 4 of Pipeline's General Terms and Conditions, (2) such corresponding increase or decrease in Customer's scheduled receipts cannot be confirmed contemporaneously by Pipeline, and (3) Customer has not previously scheduled increased or decreased receipts into Pipeline's system for No-notice Service, Pipeline shall perform service at the level of scheduled increased or decreased deliveries for a period of two (2) Business Days beginning upon Pipeline's receipt of such notice.
- (D) If Customer is out of balance at the end of any Month due to invocation of the No-notice Service provisions of Rate Schedule CDS, Customer will be allowed to reduce by in-kind balancing any No-notice Service imbalance to zero within five (5) Days after notification by Pipeline. Any remaining imbalance shall be reconciled in accordance with Section 8.5 of the General Terms and Conditions.

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FERC Docket: RP10-375-000

**Second Revised Sheet No. 202** Second Revised Sheet No. 202

Superseding: First Revised Sheet No. 202

RATE SCHEDULE CDS  
(Continued)

2.5 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule; provided, it is agreed by all Rate Schedule CDS Customers that Pipeline may, but is not obligated to, develop new storage fields and add facilities as necessary to provide service hereunder.

3. RATE

3.1 The applicable rates for service hereunder in each Zone are those uniform rates set forth in the currently effective Statement of Rates for Rate Schedule CDS of this FERC Gas Tariff and are hereby incorporated herein, or, in the event the capacity is subject to the Customized Reservation Pattern™ program pursuant to Section 3.7 of this rate schedule are those CRP™ reservation charge rates determined pursuant to said Section 3.7 applicable to Customer. The rates in this rate schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s). In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 For Customers executing a service agreement for transportation which is not solely a backhaul transportation arrangement, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.
- (2) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule CDS, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day and less than 110% of Customer's maximum daily contractual entitlement for such Day.

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*FERC Docket: RP10-375-000*

**Second Revised Sheet No. 203** Second Revised Sheet No. 203

Superseding: First Revised Sheet No. 203

RATE SCHEDULE CDS  
(Continued)

- (3) The Usage-3 Charge Rate, as set forth on the Statement of Rates for Rate Schedule CDS, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of Customer's maximum daily contractual entitlement for such Day.

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**Second Revised Sheet No. 204** Second Revised Sheet No. 204

Superseding: First Revised Sheet No. 204

RATE SCHEDULE CDS  
(Continued)

Usage Charge Rates will be assessed upon the Zones of initial receipt and ultimate delivery of each Dth on Pipeline's system.

3.3 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.
- (2) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule CDS, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day and less than 110% of Customer's maximum daily contractual entitlement for such Day.
- (3) The Usage-3 Charge Rate, as set forth on the Statement of Rates for Rate Schedule CDS, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of Customer's maximum daily contractual entitlement for such Day.

Usage Charge Rates will be assessed upon the Zones of initial receipt and ultimate delivery of each Dth on Pipeline's system.

3.4 In addition to all other charges hereunder, Customers shall pay Pipeline the applicable Incremental Facility Charge, as set forth on the Statement of Rates for Rate Schedule CDS, per Month per Dth of additional MDQ for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on the Statement of Rates for Rate Schedule CDS.

3.5 Except as provided in Section 3.6 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be

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**Second Revised Sheet No. 205** Second Revised Sheet No. 205

Superseding: First Revised Sheet No. 205

RATE SCHEDULE CDS  
(Continued)

decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule CDS of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.

3.6 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.5 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such Day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first

provided, however, 3.6(C) and 3.6(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.7 Customized Reservation Pattern™ (CRP™)

- (A) The CRP™ election provides an alternative to uniform monthly billing of the Reservation Charge as contemplated by the rates set forth on the Statement of Rates for Rate Schedule CDS. Billing and payment of CRP™ Reservation Charges shall be in accordance with the reservation pattern elected by Customer on the LINK® System. Rates reflecting such Customer election shall be posted on the LINK® System. The total Reservation Charges resulting from CRP™ will not exceed the total Reservation Charges Customer would pay without the CRP™ election for the same 12 Month period. An adjustment, if necessary, will be included on the invoice for the last Month of the CRP™ period (November 1 - October 31) to ensure Reservation Charges due Pipeline under Pipeline's



RATE SCHEDULE CDS  
(Continued)

uniform effective rates equal the Reservation Charges received by Pipeline under the CRP™ rates. All rights and obligations of Section 10 of the General Terms and Conditions shall apply to the Reservation Charge for each billing Month as elected by Customer. In the event any CRP™ invoice shall be based on rates in effect subject to refund and refunds shall be required, refunds shall be calculated as if the CRP™ election had not been made.

- (B) Customer who is the primary capacity holder paying maximum reservation rates and has contracted for capacity for the full CRP™ period may elect flexible maximum reservation rates under CRP™ that are derived from the maximum uniform rates for service on the effective Statement of Rates for Rate Schedule CDS. Customer shall submit to Pipeline by September 1 on an annual basis via the LINK® System its election to participate in the CRP™ program. Customers electing CRP™ will be allowed to spread Reservation Charges excluding cost components subject to adjustment pursuant to trackers due for the period April through October over the preceding November through March period. Customers with seasonal contracts, i.e., different MDQs for winter and summer, will only be allowed to elect their lower MDQ for participating in the CRP™ program. Annual CRP™ rate and volume elections by contract will be due by October 1 of each year to be effective November 1. Rate elections may vary by Month and path; however, annual volume elections will be pro-rata across all paths that apply to a Customer's contract.
- (C) The usage rates set forth on the Statement of Rates for Rate Schedule CDS shall not be adjusted and shall be the rates utilized for determining the Monthly Usage Charge.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

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FERC Docket: RP10-53-000

**First Revised Sheet No. 207** First Revised Sheet No. 207  
Superseding: Original Sheet No. 207

RATE SCHEDULE CDS  
(Continued)

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. POINTS OF RECEIPT

See Section 14 of Pipeline's General Terms and Conditions.

8. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed CDS Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

11. RATE SCHEDULES DCQ, GS, CD-1, CD-2, SGS, FT-1 AND SS-1 CONVERSIONS

Customers under former Rate Schedules DCQ, GS, CD-1, CD-2, and SGS and Customers under Rate Schedule FT-1 and SS-1 may enter into CDS Service Agreements for any level of firm transportation service up to such Customer's MDQ and/or MDWQ (adjusted for storage) formerly provided under those Rate Schedules as of May 31, 1993. Customers converting a portion of their MDQ under Rate Schedule FT-1 to a level of service under Rate Schedule CDS shall have their Rate Schedule FT-1 MDQ reduced by an equivalent amount of such conversion.

12. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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**Sub First Revised Sheet No. 208** Sub First Revised Sheet No. 208 :    Effective  
Superseding: Original Sheet No. 208

Rate Schedule CDS  
(Continued)

13. SEGMENTED TRANSPORTATION RIGHTS

See Section 30 of the General Terms and Conditions.

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**Sheet Nos. 209 - 210** Sheet Nos. 209 - 210 :    Effective

Sheet Nos. 209 - 210 are  
being reserved for future use.

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FERC Docket: RP10-375-000

**Ninth Revised Sheet No. 211** Ninth Revised Sheet No. 211

Superseding: Eighth Revised Sheet No. 211

RATE SCHEDULE FT-1

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested firm transportation service pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule FT-1. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FT-1 is a part. Service under this Rate Schedule is not available from capacity subject to Rate Schedules MLS-1, LLFT, LLIT, VKFT and VKIT.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder will be firm, except as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.
- 2.2 Pipeline shall receive for Customer's account, at those points on Pipeline's system available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as "Point(s) of Receipt"), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account at those points on Pipeline's system as specified in the executed service agreement or those points available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as "Point(s) of Delivery"), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to certain differing levels in Customer's MDQ during specified periods during the year. Customer's MDQ and any differing levels in MDQ, as well as the period of such differing MDQ levels, shall be specified in the executed service agreement.
- 2.3 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline may, at its option, add facilities or expand capacity to provide such transportation service, pursuant to Section 11 of Pipeline's General Terms and Conditions.

3. RATE

- 3.1 The applicable rates for service hereunder in each Zone are those uniform rates set forth in the currently effective Statement of Rates for Rate Schedule FT-1 of this FERC Gas Tariff and are hereby incorporated herein, or, in the event the capacity is subject to the Customized Reservation Pattern™ program pursuant to Section 3.7 of this Rate Schedule, are those CRP™ reservation charge rates determined pursuant to said Section 3.7 applicable to Customer. The rates in this rate schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s).

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*FERC Docket: GT01- 15-000*

**Original Sheet No. 212** Original Sheet No. 212 :    Effective

RATE SCHEDULE FT-1  
(Continued)

In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

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FERC Docket: RP10-375-000

**Seventh Revised Sheet No. 213** Seventh Revised Sheet No. 213

Superseding: Sixth Revised Sheet No. 213

RATE SCHEDULE FT-1  
(Continued)

3.2 For Customers executing a service agreement for transportation which is not solely a backhaul transportation arrangement and which is not available from capacity pursuant to incremental facility expansions implemented on or after June 1, 1993, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.
- (2) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FT-1, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day. Or,

For Customers executing a service agreement for transportation which is available from capacity pursuant to incremental facility expansions implemented on or after June 1, 1993, Customer shall pay Pipeline each Month in lieu of charges under 3.2(A) and 3.2(B), herein, the sum of the following amounts:

(C) Reservation Charge:

The Reservation Charge Rate for the applicable incremental service, as set forth on the Statement of Rates for Rate Schedule FT-1, multiplied by each Dth of additional MDQ for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on the Statement of Rates for Rate Schedule FT-1. And,

(D) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-2 Charge Rate for the applicable incremental service, as set forth on the Statement of Rates for Rate Schedule FT-1, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

Usage Charge Rates will be assessed upon the Zones of initial receipt and ultimate delivery of each Dth on Pipeline's system.

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**First Revised Sheet No. 214** First Revised Sheet No. 214

Superseding: Original Sheet No. 214

RATE SCHEDULE FT-1  
(Continued)

3.3 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.



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**Second Revised Sheet No. 215** Second Revised Sheet No. 215

Superseding: First Revised Sheet No. 215

RATE SCHEDULE FT-1  
(Continued)

- (2) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FT-1, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

Usage Charge Rates will be assessed upon the Zones of initial receipt and ultimate delivery of each Dth on Pipeline's system.

- 3.4 In addition to all other charges hereunder, Customers shall pay Pipeline the applicable Incremental Facility Charge, as set forth on the Statement of Rates for Rate Schedule FT-1, per Month per Dth of additional MDQ for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on the Statement of Rates for Rate Schedule FT-1.
- 3.5 Except as provided in Section 3.6 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule FT-1 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.
- 3.6 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.5 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:
- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
  - (B) is the result of Pipeline having operational flow orders in effect on such Day;
  - (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
  - (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

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**Fifth Revised Sheet No. 216** Fifth Revised Sheet No. 216

Superseding: Fourth Revised Sheet No. 216

RATE SCHEDULE FT-1  
(Continued)

- (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.6(C) and 3.6(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.7 Customized Reservation Pattern™ (CRP™)

- (A) The CRP™ election provides an alternative to uniform monthly billing of the Reservation Charge as contemplated by the rates set forth on the Statement of Rates for Rate Schedule FT-1. Billing and payment of CRP™ Reservation Charges shall be in accordance with the reservation pattern elected by Customer on the LINK® System. Rates reflecting such Customer election shall be posted on the LINK® System. The total Reservation Charges resulting from CRP™ will not exceed the total Reservation Charges Customer would pay without the CRP™ election for the same 12 Month period. An adjustment, if necessary, will be included on the invoice for the last Month of the CRP™ period (November 1 - October 31) to ensure Reservation Charges due Pipeline under Pipeline's uniform effective rates equal the Reservation Charges received by Pipeline under the CRP™ rates. All rights and obligations of Section 10 of the General Terms and Conditions shall apply to the Reservation Charge for each billing Month as elected by Customer. In the event any CRP™ invoice shall be based on rates in effect subject to refund and refunds shall be required, refunds shall be calculated as if the CRP™ election had not been made.
- (B) Customer who is the primary capacity holder paying maximum reservation rates and has contracted for capacity for the full CRP™ period may elect flexible maximum reservation rates under CRP™ that are derived from the maximum uniform rates for service on the effective Statement of Rates for Rate Schedule FT-1. Customer shall submit to Pipeline by September 1 on an annual basis via the LINK® System its election to participate in the CRP™ program. Customers electing CRP™ will be allowed to spread Reservation Charges excluding cost components subject to adjustment pursuant to trackers due for the period April through October over the preceding November through March period. Customers with seasonal contracts, i.e., different MDQs for winter and summer, will only be allowed to elect their lower MDQ for participating in the CRP™ program. Annual CRP™ rate and volume elections by contract will be due by October 1 of each year to be effective November 1. Rate elections may vary by Month and path; however, annual volume elections will be pro-rata across all paths that apply to a Customer's contract.

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**Second Revised Sheet No. 217** Second Revised Sheet No. 217

Superseding: First Revised Sheet No. 217

RATE SCHEDULE FT-1  
(Continued)

- (C) The usage rates set forth on the Statement of Rates for Rate Schedule FT-1 shall not be adjusted and shall be the rates utilized for determining the Monthly Usage Charge.

4. MINIMUM COMMODITY BILL

None.

5 SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. POINTS OF RECEIPT

See Section 14 of Pipeline's General Terms and Conditions.

8. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed FT-1 Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

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Original Sheet No. 218 Original Sheet No. 218 : Effective

RATE SCHEDULE FT-1  
(Continued)

11. RESERVED FOR FUTURE USE

12. ORIGINAL VOLUME NO. 2 CONVERSIONS AND INDIVIDUAL CERTIFICATED RATE SCHEDULE CONVERSIONS

12.1 Those Original Volume No. 2 agreements previously entered into by Customers with Pipeline for firm service under Rate Schedules X-43, X-74, X-79, X-80, X-88, X-89, X-90, X-91, X-100, X-101, X-102, X-103, X-104, and X-121 may be converted at any time to Rate Schedule FT-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Original Volume No. 2 Agreements shall be determined pursuant to this Rate Schedule FT-1.

12.2 Those individual certificated rate schedule agreements previously entered into by Customers with Pipeline for firm service under Rate Schedules FTS, FTS-2, FTS-4, FTS-5, SS-2, excluding the storage component, (i.e. - Rate Schedule FTS-7) and SS-3, excluding the storage component, (i.e. - Rate Schedule FTS-8) X-127, X-129, X-130, X-135, X-136 and X-137 may be converted at any time to Rate Schedule FT-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993, subject to (1) Pipeline's receipt of any necessary authorization as required by the Commission, (2) such Customer's agreement to continue to pay Pipeline an incremental surcharge for such service in order for Pipeline to fully recover its approved cost of service. As of the date Pipeline receives any necessary authorization as required by the Commission, the rights and obligations of the parties to the individual certificated rate schedule agreements shall be determined pursuant to this Rate Schedule FT-1.

13. RATE SCHEDULES DCQ, GS, CD-1, CD-2, SGS AND SS-1 CONVERSIONS

Customers under former Rate Schedules DCQ, GS, CD-1, CD-2 and SGS and Customers under Rate Schedule SS-1 may enter into an FT-1 Service Agreement for any level of firm transportation service up to such Customer's MDQ and/or MDWQ (adjusted for storage) formerly provided under those Rate Schedules as of May 31, 1993.

14. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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**Sub First Revised Sheet No. 219** Sub First Revised Sheet No. 219 :    Effective  
Superseding: Original Sheet No. 219

Rate Schedule FT-1  
(Continued)

15. SEGMENTED TRANSPORTATION RIGHTS

See Section 30 of the General Terms and Conditions.

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*FERC Docket: GT01- 15-000*

**Sheet Nos. 220 - 222** Sheet Nos. 220 - 222 :    Effective

Sheet Nos. 220 - 222 are  
being reserved for future use.

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**Fourth Revised Sheet No. 223** Fourth Revised Sheet No. 223

Superseding: Third Revised Sheet No. 223

RATE SCHEDULE SCT

SMALL CUSTOMER TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to:

- (a) former Customers who as of October 31, 1992 were (i) Customers under Rate Schedules CD-1, CD-2, DCQ and SGS or (ii) Customers under Rate Schedule FT-1 as a result of conversion from Rate Schedules CD-1, CD-2, DCQ and SGS, or;
- (b) new Customers who as of May 18, 1992, purchased a firm sales service from an interstate pipeline who in turn purchased a firm sales service from Texas Eastern Transmission, LP (hereinafter called Pipeline) under Rate Schedules CD-1 or CD-2, or,
- (c) former or new Customers who obtain capacity under Section 2.4 herein and Section 3.14 of the General Terms and Conditions; and

which in either case on or after June 1, 1993, have MDQs in the aggregate under all of the following firm transportation Rate Schedules CDS, FT-1 and SCT of 5,987 Dth or less, excluding any quantities provided pursuant to facility expansions authorized by the Commission in Docket No. CP88-180 (hereinafter called Customer), when Customer and Pipeline have executed a service agreement for service under Rate Schedule SCT. Such Service Agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule SCT is a part. Service under this Rate Schedule is not available from capacity subject to Rate Schedules MLS-1, LLFT, LLIT, VKFT and VKIT.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder will be firm, except as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule constitutes one of the 'No-notice Service options, as that term is used in Order No. 636, available from Pipeline.

2.2 Customer's MDQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to certain differing levels in Customer's MDQ during specified periods during the year. Customer's MDQ and any differing levels in MDQ, as well as the period of such differing MDQ levels, shall be specified in the executed service agreement.

A Customer executing a service agreement under this Rate Schedule SCT has the right to make an election to convert its service in its entirety from firm transportation service under this Rate Schedule to firm transportation service under either Rate Schedule FT-1 or Rate Schedule CDS by providing written notice of such election on or before June 1 of any year. As part of such conversion, such converting Customer has the right to reduce its MDQ to be applicable under such Rate Schedule CDS or FT-1 upon such written notice of its election to convert. Such conversion and reduction shall be effective as of November 1 and each November 1 thereafter.

2.3 On any Day Customer may receive up to 104% of its MDQ or 239 Dth on any Day, whichever is greater, for those Customers whose MDQ is between 3,115 and 5,987 Dth per Day, or 479 Dth per Day for those Customers whose

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**Second Revised Sheet No. 224** Second Revised Sheet No. 224

Superseding: First Revised Sheet No. 224

RATE SCHEDULE SCT  
(Continued)

MDQ is 3,115 Dth or less; provided, however, that such Customer resolves any imbalance attributable to such overrun within five (5) Days after notification by Pipeline.

- 2.4 Customers under Rate Schedule SCT will be permitted to participate in Pipeline's capacity release program subject to the terms and conditions hereof and of Section 3.14 of the General Terms and Conditions. Firm transportation capacity held by an SCT Customer shall be assigned to the Replacement or Prearranged Customer as a service agreement executed under Rate Schedule SCT. A Customer under Rate Schedule SCT who has elected to release any of its SCT capacity shall not be eligible to pay Pipeline rates pursuant to Section 3.2 (D) herein and shall be subject to the minimum and maximum rates pursuant to Sections 3.2 (A), (B) and (C) herein for the duration of the release.

3. RATE

- 3.1 The applicable rates for service hereunder in each Zone are those uniform rates set forth in the currently effective Statement of Rates for Rate Schedule SCT of this FERC Gas Tariff and are hereby incorporated herein, or, in the event the capacity is subject to the Customized Reservation Pattern™ program pursuant to Section 3.8 of this Rate Schedule, are those CRP™ reservation charge rates determined pursuant to said Section 3.8 applicable to Customer. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s). In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

- 3.2 For service agreements under which the Customer is entitled to firm Point(s) of Receipt in the Access Area and has specified firm Point(s) of Delivery in the Market Area, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

- (1) For the Market Area, the Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Market Area billing determinants which shall be the MDQ specified in the executed service agreement or the peak day total quantity delivered at the interconnection(s) with Customer (less any storage service) in the twelve (12) Months ending with the billing Month, whichever is less; and



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**Second Revised Sheet No. 225** Second Revised Sheet No. 225

Superseding: First Revised Sheet No. 225

RATE SCHEDULE SCT  
(Continued)

- (2) For the Access Area, the Reservation Charge Rate, as determined pursuant to Section 3.1 herein multiplied by the Applicable Billing Determinants; provided, however, in the event the Market Area billing determinants are less than the MDQ, the Access Area applicable billing determinants will be reduced to conform to the ratio of Market Area billing determinants to the MDQ. And,
- (B) Monthly Usage Charge consisting of the sum of the following daily charges:
  - (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.
  - (2) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule SCT, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day and less than 110% of Customer's maximum daily contractual entitlement for such Day.
  - (3) The Usage-3 Charge Rate, as set forth on the Statement of Rates for Rate Schedule SCT, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of Customer's maximum daily contractual entitlement for such Day. And,
- (C) Demand Charge:

The Demand Charge, as set forth on the Statement of Rates for Rate Schedule SCT multiplied by the MDQ specified in the executed service agreement, and
- (D) Alternate Usage Charge:

The Alternate Usage Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Quantity of Gas delivered for the Month pursuant to the executed service agreement, when Customers actual load factor for all quantities delivered at the interconnection(s) with Customer (less any storage service) for the twelve (12) Months ending with the billing Month is less than 20%.

Such charge under 3.2(D) will be in lieu of charges under 3.2(A) and 3.2(B), herein. This Section 3.2(D) shall not be applicable to those Customers electing to participate in the CRP™ program pursuant to Section 3.8 of this Rate Schedule.

RATE SCHEDULE SCT  
(Continued)

3.3 For service agreements under which the Customer is entitled to firm Point(s) of Receipt and has specified firm Point(s) of Delivery wholly within the Access Area or service agreements under which the Customer is entitled to firm Point(s) of Receipt and has specified firm Point(s) of Delivery wholly within the Market Area, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.
- (2) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule SCT, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day and less than 110% of Customer's maximum daily contractual entitlement for such Day.
- (3) The Usage-3 Charge Rate, as set forth on the Statement of Rates for Rate Schedule SCT, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of Customer's maximum daily contractual entitlement for such Day. And,

(C) Demand Charge:

The Demand Charge, as set forth on the Statement of Rates for Rate Schedule SCT multiplied by the MDQ specified in the executed service agreement, and

(D) Alternate Usage Charge:

The Alternate Usage Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Quantity of Gas delivered for the Month pursuant to the executed service agreement, when Customers actual load factor for all

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**Second Revised Sheet No. 227** Second Revised Sheet No. 227

Superseding: First Revised Sheet No. 227

RATE SCHEDULE SCT  
(Continued)

quantities delivered at the interconnection(s) with Customer (less any storage service) for the twelve (12) Months ending with the billing Month is less than 20%.

Such charge under 3.3(D) will be in lieu of charges under 3.3(A) and 3.3(B), herein. This Section 3.3(D) shall not be applicable to those Customers electing to participate in the CRP™ program pursuant to Section 3.8 of this Rate Schedule.

The Reservation Charge for purposes of Section 3.3(A) shall be calculated based on the Transportation Path Quantity specified in the executed service agreement.

- 3.4 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ as specified in the executed service agreement; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.
- (2) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule SCT, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day and less than 110% of Customer's maximum daily contractual entitlement for such Day.
- (3) The Usage-3 Charge Rate, as set forth on the Statement of Rates for Rate Schedule SCT, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of Customer's maximum daily contractual entitlement for such Day.

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**Second Revised Sheet No. 228** Second Revised Sheet No. 228

Superseding: First Revised Sheet No. 228

RATE SCHEDULE SCT  
(Continued)

The Reservation Charge for purposes of Section 3.4(A) shall be calculated based on the Transportation Path Quantity specified in the executed service agreement.

- 3.5 In addition to all other charges hereunder, Customers shall pay Pipeline the applicable Incremental Facility Charge, as set forth on the Statement of Rates for Rate Schedule SCT, per Month per Dth of additional MDQ for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on the Statement of Rates for Rate Schedule SCT.
- 3.6 Except as provided in Section 3.7 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule SCT of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.
- 3.7 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.6 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:
- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
  - (B) is the result of Pipeline having operational flow orders in effect on such Day;
  - (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
  - (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

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**Fourth Revised Sheet No. 229** Fourth Revised Sheet No. 229

Superseding: Third Revised Sheet No. 229

RATE SCHEDULE SCT  
(Continued)

- (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.7(C) and 3.7(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.8 Customized Reservation Pattern™ (CRP™)

- (A) The CRP™ election provides an alternative to uniform monthly billing of the Reservation Charge as contemplated by the rates set forth on the Statement of Rates for Rate Schedule SCT. Billing and payment of CRP™ Reservation Charges shall be in accordance with the reservation pattern elected by Customer on the LINK® System. Rates reflecting such Customer election shall be posted on the LINK® System. The total Reservation Charges resulting from CRP™ will not exceed the total Reservation Charges Customer would pay without the CRP™ election for the same 12 Month period. An adjustment, if necessary, will be included on the invoice for the last Month of the CRP™ period (November 1 - October 31) to ensure Reservation Charges due Pipeline under Pipeline's uniform effective rates equal the Reservation Charges received by Pipeline under the CRP™ rates. All rights and obligations of Section 10 of the General Terms and Conditions shall apply to the Reservation Charge for each billing Month as elected by Customer. In the event any CRP™ invoice shall be based on rates in effect subject to refund and refunds shall be required, refunds shall be calculated as if the CRP™ election had not been made.
- (B) Customer who is the primary capacity holder paying maximum reservation rates and has contracted for capacity for the full CRP™ period may elect flexible maximum reservation rates under CRP™ that are derived from the maximum uniform rates for service on the effective Statement of Rates for Rate Schedule SCT. Customer shall submit to Pipeline by September 1 on an annual basis via the LINK® System its election to participate in the CRP™ program. Customers electing CRP™ will be allowed to spread Reservation Charges excluding cost components subject to adjustment pursuant to trackers due for the period April through October over the preceding November through March period. Customers with seasonal contracts, i.e., different MDQs for winter and summer, will only be allowed to elect their lower MDQ for participating in the CRP™ program. Annual CRP™ rate and volume elections by contract will be due by October 1 of each year to be effective November 1. Rate elections may vary by Month and path; however, annual volume elections will be pro-rata across all paths that apply to a Customer's contract.

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**First Revised Sheet No. 230** First Revised Sheet No. 230

Superseding: Original Sheet No. 230

RATE SCHEDULE SCT  
(Continued)

- (C) The usage rates set forth on the Statement of Rates for Rate Schedule SCT shall not be adjusted and shall be the rates utilized for determining the Monthly Usage Charge.

4. MINIMUM COMMODITY BILL

None.

5. POINTS OF RECEIPT

See Section 14 of Pipeline's General Terms and Conditions.

6. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

7. RATE SCHEDULE CDS

Except where this Rate Schedule expresses a contrary intent, all of the terms and conditions of Rate Schedule CDS are hereby incorporated as a part of this Rate Schedule for all intents and purposes as if fully copied and set forth herein at length.

8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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*FERC Docket: RP00-468-007*

**Sub First Revised Sheet No. 231** Sub First Revised Sheet No. 231 :    Effective  
Superseding: Original Sheet No. 231

RATE SCHEDULE SCT  
(Continued)

9.    SEGMENTED TRANSPORTATION RIGHTS

See Section 30 of the General Terms and Conditions.

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 232 - 260** Sheet Nos. 232 - 260 :    Effective

Sheet Nos. 232 - 260 are  
being reserved for future use.



*Effective Date: 11/11/2005    Status: Effective*

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**Second Revised Sheet No. 261** Second Revised Sheet No. 261 :    Effective  
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          This sheet was previously issued,  
          but is now reserved for future use.

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**First Revised Sheet No. 262** First Revised Sheet No. 262 :    Effective  
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      but is now reserved for future use.

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**Second Revised Sheet No. 271** Second Revised Sheet No. 271

Superseding: First Revised Sheet No. 271

RATE SCHEDULE IT-1

INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested interruptible transportation service pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule IT-1. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule IT-1 is a part. Service under this Rate Schedule is not available from capacity subject to Rate Schedules MLS-1, LLFT, LLIT, VKFT and VKIT.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation Service shall be interruptible, as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.
- 2.2 Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Customer's MDQ shall be specified in the executed service agreement. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ.
- 2.3 Provided Pipeline's prior consent is obtained, Customer may tender Quantities of Gas in excess of the MDQ on any Day if the tender and transportation of such Gas can be accomplished by Pipeline without detriment to any other Customer under any of Pipeline's Rate Schedules, and if such transportation is compatible to Pipeline's system operating requirements. Such excess quantities shall be billed in accordance with Section 3.2(B).
- 2.4 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline is free to contract at any time with other parties for new storage or transportation services (whether firm or interruptible) without liability to Customer for any resulting interruption or reduction of transportation service hereunder.

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FERC Docket: RP10-375-000

**Third Revised Sheet No. 272** Third Revised Sheet No. 272

Superseding: Second Revised Sheet No. 272

RATE SCHEDULE IT-1  
(Continued)

3. RATE

- 3.1 The applicable rates for service hereunder in each Zone are set forth in the currently effective Statement of Rates for Rate Schedule IT-1 of this FERC Gas Tariff and hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule IT-1. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.
- 3.2 For Customers executing a service agreement for transportation which is not solely a backhaul transportation arrangement, Customer shall pay Pipeline each Month a Monthly Usage Charge consisting of the sum of the following daily charges:
- (A) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.
  - (B) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule IT-1, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.
- 3.3 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each Month a Monthly Usage Charge consisting of the sum of the following daily charges:
- (A) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.
  - (B) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule IT-1, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

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**First Revised Sheet No. 273** First Revised Sheet No. 273  
Superseding: Original Sheet No. 273

RATE SCHEDULE IT-1  
(Continued)

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same point or points of delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed IT-1 Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

10. RESERVED FOR FUTURE USE



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*FERC Docket: RP06- 18-000*

**First Revised Sheet No. 274** First Revised Sheet No. 274 : Effective  
Superseding: Original Sheet No. 274

RATE SCHEDULE IT-1  
(Continued)

11. RATE SCHEDULES SS-2, SS-3 AND ORIGINAL VOLUME NO. 2 CONVERSIONS

11.1 [Reserved for Future Use]

11.2 Customers under former Rate Schedules SS-2 and SS-3 may enter into IT-1 Service Agreements for any level of interruptible transportation service formerly provided under Rate Schedules SS-2 and SS-3, as of May 31, 1993. Priority shall be based on the date service originally commenced under Rate Schedules SS-2 and SS-3 which was November 18, 1979 and March 20, 1984, respectively.

11.3 Those Original Volume No. 2 agreements previously entered into by Customers with Pipeline for interruptible service under Rate Schedules X-92, X-93, X-96, X-97 and X-116 may be converted at any time to Rate Schedule IT-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Original Volume No. 2 agreements shall be determined pursuant to this Rate Schedule IT-1. Priority shall be based on the date service originally commenced under such Original Volume No. 2 agreement.

12. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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**Sheet Nos. 275 - 280** Sheet Nos. 275 - 280 :    Effective

Sheet Nos. 275 - 280 are  
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**Second Revised Sheet No. 281** Second Revised Sheet No. 281  
Superseding: Sub First Revised Sheet No. 281

RATE SCHEDULE LLFT

LEBANON LATERAL FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

- 1.1 Subject to Section 1.2 herein, this Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested firm transportation service pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service on Pipeline's Lebanon Lateral, as defined in Section 1.2 under this Rate Schedule LLFT. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule LLFT is a part.
- 1.2 Initial service under this Rate Schedule LLFT is available pursuant to the acquisition, ownership, and operation of certain facilities (herein referred to as "Lebanon Lateral") as further defined in the final order accepting Docket No. CP92-459-000. As provided therein, Pipeline hereby agrees to preserve the priorities of Trunkline Gas Company's queue for firm transportation service existing for the Lebanon Lateral prior to the date of such final order.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder will be firm, except as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.
- 2.2 Pipeline shall receive for Customer's account, at those points on Pipeline's system available to Customer pursuant to this Rate Schedule (hereinafter referred to as "Point(s) of Receipt"), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account at those points on Pipeline's system as specified in the executed service agreement (hereinafter referred to as "Point(s) of Delivery"), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to certain differing levels in Customer's MDQ during specified periods during the year. Customer's MDQ and any differing levels in MDQ, as well as the period of such differing MDQ levels, shall be specified in the executed service agreement.
- 2.3 Pipeline shall not be obligated to add any facilities or expand the capacity of the Lebanon Lateral or its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline may, at its option, add facilities or expand capacity to provide such transportation service, pursuant to Section 11 of Pipeline's General Terms and Conditions.

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**Second Revised Sheet No. 282** Second Revised Sheet No. 282

Superseding: First Revised Sheet No. 282

RATE SCHEDULE LLFT  
(Continued)

3. RATE

3.1 The applicable rates for service hereunder are those uniform rates set forth in the currently effective Statement of Rates for Rate Schedule LLFT of this FERC Gas Tariff and are hereby incorporated herein, or, in the event the capacity is subject to the Customized Reservation Pattern™ program pursuant to Section 3.6 of this Rate Schedule, are those CRP™ reservation charge rates determined pursuant to said Section 3.6 applicable to Customer. The rates in this rate schedule are subject to adjustment pursuant to Sections 15.1, 15.3 and 15.6 of Pipeline's General Terms and Conditions and Sections 15.2, 15.4 and 15.5 of Pipeline's General Terms and Conditions to the extent such service quantities are not delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule LLFT. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 For Customers executing a service agreement for transportation which is not solely a backhaul transportation arrangement, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.

(2) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule LLFT, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

3.3 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ; and

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**Second Revised Sheet No. 283** Second Revised Sheet No. 283

Superseding: First Revised Sheet No. 283

RATE SCHEDULE LLFT  
(Continued)

- (B) Monthly Usage Charge consisting of the sum of the following daily charges:
- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.
  - (2) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule LLFT, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.
- 3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule LLFT of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.
- 3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:
- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
  - (B) is the result of Pipeline having operational flow orders in effect on such Day;

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FERC Docket: RP10-375-000

**Fourth Revised Sheet No. 284** Fourth Revised Sheet No. 284

Superseding: Third Revised Sheet No. 284

RATE SCHEDULE LLFT  
(Continued)

- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.6 Customized Reservation Pattern™ (CRP™)

- (A) The CRP™ election provides an alternative to uniform monthly billing of the Reservation Charge as contemplated by the rates set forth on the Statement of Rates for Rate Schedule LLFT. Billing and payment of CRP™ Reservation Charges shall be in accordance with the reservation pattern elected by Customer on the LINK® System. Rates reflecting such Customer election shall be posted on the LINK® System. The total Reservation Charges resulting from CRP™ will not exceed the total Reservation Charges Customer would pay without the CRP™ election for the same 12 Month period. An adjustment, if necessary, will be included on the invoice for the last Month of the CRP™ period (November 1 - October 31) to ensure Reservation Charges due Pipeline under Pipeline's uniform effective rates equal the Reservation Charges received by Pipeline under the CRP™ rates. All rights and obligations of Section 10 of the General Terms and Conditions shall apply to the Reservation Charge for each billing Month as elected by Customer. In the event any CRP™ invoice shall be based on rates in effect subject to refund and refunds shall be required, refunds shall be calculated as if the CRP™ election had not been made.
- (B) Customer who is the primary capacity holder paying maximum reservation rates and has contracted for capacity for the full CRP™ period may elect flexible maximum reservation rates under CRP™ that are derived from the maximum uniform rates for service on the effective Statement of Rates for Rate Schedule LLFT. Customer shall submit to Pipeline by September 1 on an annual basis via the LINK® System its election to participate in the CRP™ program. Customers electing CRP™ will be allowed to spread Reservation Charges excluding cost components subject to adjustment pursuant to trackers due for the period April through October over the preceding November through March period. Customers with seasonal

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**Second Revised Sheet No. 285** Second Revised Sheet No. 285

Superseding: First Revised Sheet No. 285

RATE SCHEDULE LLFT  
(Continued)

contracts, i.e., different MDQs for winter and summer, will only be allowed to elect their lower MDQ for participating in the CRP™ program. Annual CRP™ rate and volume elections by contract will be due by October 1 of each year to be effective November 1. Rate elections may vary by Month and path; however, annual volume elections will be pro-rata across all paths that apply to a Customer's contract.

- (C) The usage rates set forth on the Statement of Rates for Rate Schedule LLFT shall not be adjusted and shall be the rates utilized for determining the Monthly Usage Charge.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

- 6.1 The Quantity of Gas received by Pipeline pursuant to Section 2 of this Rate Schedule shall be deemed to be received uniformly by Pipeline and will be deemed delivered to Pipeline to the extent such service quantities are delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules.
- 6.2 To the extent service quantities are not delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules, if Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

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FERC Docket: RP10-53-000

**First Revised Sheet No. 286** First Revised Sheet No. 286  
Superseding: Original Sheet No. 286

RATE SCHEDULE LLFT  
(Continued)

8. IMBALANCES

- 8.1 Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable and subject to Sections 8.2 and 8.3 herein imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.
- 8.2 Customers who are tendering Gas to Pipeline for subsequent delivery by Pipeline under this Rate Schedule as Gas to be received under other of Pipeline's rate schedules shall be responsible only for imbalance charges attributable to variations in actual receipts of Gas by Pipeline under Rate Schedule LLFT and the Quantity of Gas scheduled to be received by Pipeline.
- 8.3 Nothing in this Section 8 shall limit Pipeline's right to take actions as may be required to adjust receipts and deliveries of Gas in order to alleviate conditions which threaten the integrity of Pipeline's system, including maintenance of service to other firm Customers.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed LLFT Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.



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**First Revised Sheet No. 287** First Revised Sheet No. 287  
Superseding: Original Sheet No. 287

RATE SCHEDULE LLIT

LEBANON LATERAL INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

1.1 Subject to Section 1.2 herein, this Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested interruptible transportation service pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service on Pipeline's Lebanon Lateral, as defined in Section 1.2 under this Rate Schedule LLIT. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule LLIT is a part.

1.2 Initial service under this Rate Schedule LLIT is available pursuant to the acquisition, ownership, and operation of certain facilities (herein referred to as "Lebanon Lateral") as further defined in the final order accepting Docket No. CP92-459-000. As provided therein, Pipeline hereby agrees to preserve the priorities of Trunkline Gas Company's queue for interruptible transportation service existing for the Lebanon Lateral prior to the date of such final order.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation Service shall be interruptible, as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Customer's MDQ shall be specified in the executed service agreement. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ.

2.3 Provided Pipeline's prior consent is obtained, Customer may tender Quantities of Gas in excess of the MDQ on any Day if the tender and transportation of such Gas can be accomplished by Pipeline without detriment to any other Customer under any of Pipeline's Rate Schedules, and if such transportation is compatible to Pipeline's system operating requirements. Such excess quantities shall be billed in accordance with Section 3.2(B).

2.4 Pipeline shall not be obligated to add any facilities or expand the capacity of the Lebanon Lateral or its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline is free to contract at any time with other parties for new storage or transportation services (whether firm or interruptible) without liability to Customer for any resulting interruption or reduction

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**Second Revised Sheet No. 288** Second Revised Sheet No. 288

Superseding: First Revised Sheet No. 288

RATE SCHEDULE LLIT  
(Continued)

of transportation service hereunder.

3. RATE

- 3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule LLIT of this FERC Gas Tariff and hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 15.1, 15.3 and 15.6 of Pipeline's General Terms and Conditions and Sections 15.2, 15.4 and 15.5 of Pipeline's General Terms and Conditions to the extent such service quantities are not delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other Rate Schedules. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule LLIT. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.
- 3.2 For Customers executing a service agreement for transportation which is not solely a backhaul transportation arrangement, Customer shall pay Pipeline each Month a Monthly Usage Charge consisting of the sum of the following daily charges:
- (A) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.
  - (B) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule LLIT, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.
- 3.3 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each Month a Monthly Usage Charge consisting of the sum of the following daily charges:
- (A) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.

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**Second Revised Sheet No. 289** Second Revised Sheet No. 289

Superseding: First Revised Sheet No. 289

RATE SCHEDULE LLIT  
(Continued)

- (B) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule LLIT, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

6.1 The Quantity of Gas received by Pipeline pursuant to Section 2 of this Rate Schedule shall be deemed to be received uniformly by Pipeline and will be deemed delivered to Pipeline to the extent such service quantities are delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules.

6.2 To the extent service quantities are not delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules, if Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

8.1 Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, and subject to Sections 8.2 and 8.3 herein, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

8.2 Customers who are tendering Gas to Pipeline for subsequent delivery by Pipeline under this Rate Schedule LLIT as Gas to be received under other of Pipeline's rate schedules shall be responsible only for imbalance charges attributable to variations in actual receipts of Gas by Pipeline under Rate Schedule LLIT and the Quantity of Gas scheduled to be received by Pipeline.

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**Second Revised Sheet No. 290** Second Revised Sheet No. 290

Superseding: First Revised Sheet No. 290

RATE SCHEDULE LLIT  
(Continued)

8.3 Nothing in this Section 8 shall limit Pipeline's right to take actions as may be required to adjust receipts and deliveries of Gas in order to alleviate conditions which threaten the integrity of Pipeline's system, including maintenance of service to higher priority Customers.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed LLIT Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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**Second Revised Sheet No. 291** Second Revised Sheet No. 291  
Superseding: Sub First Revised Sheet No. 291

RATE SCHEDULE VKFT

VIOSCA KNOLL FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested firm transportation service pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service on Pipeline's facilities extending from Main Pass Block 165 to Viosca Knoll Block 203 (hereinafter called the Viosca Knoll Lateral) under this Rate Schedule VKFT. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule VKFT is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder will be firm, except as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.
- 2.2 Pipeline shall receive for Customer's account, at those points on Pipeline's system available to Customer pursuant to this Rate Schedule (hereinafter referred to as "Point(s) of Receipt"), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account at those points on Pipeline's system as specified in the executed service agreement (hereinafter referred to as "Point(s) of Delivery"), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to certain differing levels in Customer's MDQ during specified periods during the year. Customer's MDQ and any differing levels in MDQ, as well as the period of such differing MDQ levels, shall be specified in the executed service agreement.
- 2.3 Pipeline shall not be obligated to add any facilities or expand the capacity of the Viosca Knoll Lateral or its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline may, at its option, add facilities or expand capacity to provide such transportation service, pursuant to Section 11 of Pipeline's General Terms and Conditions.

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**Second Revised Sheet No. 292** Second Revised Sheet No. 292

Superseding: First Revised Sheet No. 292

RATE SCHEDULE VKFT  
(Continued)

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule VKFT of this FERC Gas Tariff and are hereby incorporated herein. The rates in this rate schedule are subject to adjustment pursuant to Sections 15.1, 15.3 and 15.6 of Pipeline's General Terms and Conditions and to the extent such service quantities are not delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules, Sections 15.2, 15.4 and 15.5 of Pipelines' General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule VKFT. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ and multiplied by the number of Days in the Month; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule VKFT, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

3.3 Except as provided in Section 3.4 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule VKFT of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates sheet may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ and multiplied by the number of Days in the Month. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.

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**First Revised Sheet No. 293** First Revised Sheet No. 293  
Superseding: Original Sheet No. 293

RATE SCHEDULE VKFT  
(Continued)

3.4 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.3 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such Day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.4(C) and 3.4(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

- 6.1 The Quantity of Gas received by Pipeline pursuant to Section 2 of this Rate Schedule shall be deemed to be received uniformly by Pipeline and will be deemed delivered to Pipeline to the extent such service quantities are delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules.
- 6.2 To the extent service quantities are not delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules, if Pipeline delivers Natural Gas to Customer under

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**First Revised Sheet No. 294** First Revised Sheet No. 294  
Superseding: Original Sheet No. 294

RATE SCHEDULE VKFT  
(Continued)

this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

8.1 Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, and subject to Sections 8.2 and 8.3 herein, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

8.2 Customers who are tendering Gas to Pipeline for subsequent delivery by Pipeline under this Rate Schedule as Gas to be received under other of Pipeline's rate schedules shall be responsible only for imbalance charges attributable to variations in actual receipts of Gas by Pipeline under Rate Schedule VKFT and the Quantity of Gas scheduled to be received by Pipeline.

8.3 Nothing in this Section 8 shall limit Pipeline's right to take actions as may be required to adjust receipts and deliveries of Gas in order to alleviate conditions which threaten the integrity of Pipeline's system, including maintenance of service to other firm Customers.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed VKFT Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.



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**First Revised Sheet No. 295** First Revised Sheet No. 295  
Superseding: Original Sheet No. 295

RATE SCHEDULE VKIT

VIOSCA KNOLL INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested interruptible transportation service pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service on Pipeline's facilities extending from Main Pass Block 165 to Viosca Knoll Block 203 (hereinafter called Viosca Knoll 203 Lateral) under this Rate Schedule VKIT. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule VKIT is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation Service shall be interruptible, as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.
- 2.2 Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Customer's MDQ shall be specified in the executed service agreement. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ.
- 2.3 Provided Pipeline's prior consent is obtained, Customer may tender Quantities of Gas in excess of the MDQ on any Day if the tender and transportation of such Gas can be accomplished by Pipeline without detriment to any other Customer under any of Pipeline's Rate Schedules, and if such transportation is compatible to Pipeline's system operating requirements.
- 2.4 Pipeline shall not be obligated to add any facilities or expand the capacity of the Viosca Knoll Lateral or its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline is free to contract at any time with other parties for new storage or transportation services (whether firm or interruptible) without liability to Customer for any resulting interruption or reduction of transportation service hereunder.

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**Second Revised Sheet No. 296** Second Revised Sheet No. 296

Superseding: First Revised Sheet No. 296

RATE SCHEDULE VKIT  
(Continued)

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule VKIT of this FERC Gas Tariff and hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 15.1, 15.3 and 15.6 of Pipeline's General Terms and Conditions and to the extent such service quantities are not delivered hereunder for further transportation of Pipeline's system under one or more of Pipeline's other rate schedules, Sections 15.2, 15.4 and 15.5 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule VKIT. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 Customer shall pay Pipeline each Month a Monthly Usage Charge consisting of the sum of the following daily charges:

- (A) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.
- (B) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule VKIT, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

6.1 The Quantity of Gas received by Pipeline pursuant to Section 2 of this Rate Schedule shall be deemed to be received uniformly by Pipeline and will be deemed delivered to Pipeline to the extent such service quantities are delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules.

6.2 To the extent service quantities are not delivered hereunder for further transportation on Pipeline's system under one or more of Pipeline's other rate schedules, if Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that

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**First Revised Sheet No. 297** First Revised Sheet No. 297

Superseding: Original Sheet No. 297

RATE SCHEDULE VKIT  
(Continued)

Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

8.1 Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, and subject to Sections 8.2 and 8.3 herein, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

8.2 Customers who are tendering Gas to Pipeline for subsequent delivery by Pipeline under this Rate Schedule VKIT as Gas to be received under other of Pipeline's rate schedules shall be responsible only for imbalance charges attributable to variations in actual receipts of Gas by Pipeline under Rate Schedule VKIT and the Quantity of Gas scheduled to be received by Pipeline.

8.3 Nothing in this Section 8 shall limit Pipeline's right to take actions as may be required to adjust receipts and deliveries of Gas in order to alleviate conditions which threaten the integrity of Pipeline's system, including maintenance of service to higher priority Customers.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed VKIT Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

**Fourth Revised Sheet No. 297A** Fourth Revised Sheet No. 297A

Superseding: Third Revised Sheet No. 297A

RATE SCHEDULE MLS-1  
MARKET LATERAL SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called "Customer") which has requested firm or interruptible transportation service pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called "Pipeline") General Terms and Conditions solely on a portion of Pipeline's system designated as a Market Lateral, has agreed to reimburse Pipeline (through rates or otherwise) for the facilities necessary to provide the service hereunder and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule MLS-1. Under this Rate Schedule MLS-1, a single MLS-1 Service Agreement is available to multiple parties who meet the qualifications set forth in the Multiple Shipper Option Agreement ("MSOA") and such agreement has been executed by the Shippers, Pipeline and other relevant parties. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule MLS-1 is a part. Customer's election of firm or interruptible service shall be indicated in the executed service agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder will be firm or interruptible, as provided herein and in Pipeline's General Terms and Conditions and will be a lateral line only service with no rights (secondary or otherwise) other than on the Market Lateral. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at those points on Pipeline's Market Lateral described in the Rate Schedule MLS-1 service agreement available to Customer pursuant to this Rate Schedule (hereinafter referred to as "Point(s) of Receipt"), for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity ("MDQ"), plus Applicable Shrinkage, at an hourly gas flow rate as determined pursuant to Section 5.2 of this Rate Schedule MLS-1 and the executed Rate Schedule MLS-1 service agreement. Pipeline shall transport and deliver for Customer's account at those points on Pipeline's Market Lateral as specified in the executed service agreement (hereinafter referred to as "Point(s) of Delivery"), such quantities tendered up to such Customer's MDQ. The daily quantities of gas delivered to Customer at the Point(s) of Delivery shall be delivered at an hourly gas flow rate not in excess of Customer's Maximum Hourly Quantity ("MHQ") as defined below in Section 2.5 or such hourly flow rate as determined pursuant to Section 5.2 of this Rate Schedule MLS-1 and the executed Rate Schedule MLS-1 service agreement; however, in no event shall the total quantity delivered for the day exceed Customer's MDQ. Such MDQ and MHQ quantities shall be specified in the executed service agreement.

2.3 Customer and Pipeline recognize and agree that in order to provide the service hereunder, Pipeline is required to add, and Customer is obligated to pay for, the incremental facilities necessary to provide such service. Otherwise, Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule.

2.4 Interruptible MLS-1 service shall be made available only to the extent that capacity on the designated Market Lateral is not required for firm MLS-1 service.

2.5 Maximum Hourly Quantity ("MHQ") shall mean the maximum quantity of gas in Dth specified in an executed Service Agreement that Pipeline is obligated to deliver to Customer during any hour at the Point(s) of Delivery specified in the executed Service Agreement.

3. RATE

3.1 The applicable rates for service hereunder on various Market Laterals are set forth on the currently effective Statement of Rates for Rate Schedule MLS-1 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule MLS-1 are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a different rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: RP09-1088-000

**Third Revised Sheet No. 297A** Third Revised Sheet No. 297A

Superseding: Second Revised Sheet No. 297A

RATE SCHEDULE MLS-1  
MARKET LATERAL SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called "Customer") which has requested firm or interruptible transportation service pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called "Pipeline") General Terms and Conditions solely on a portion of Pipeline's system designated as a Market Lateral, has agreed to reimburse Pipeline (through rates or otherwise) for the facilities necessary to provide the service hereunder and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule MLS-1. Under this Rate Schedule MLS-1, a single MLS-1 Service Agreement is available to multiple parties who meet the qualifications set forth in the Multiple Shipper Option Agreement ("MSOA") and such agreement has been executed by the Shippers, Pipeline and other relevant parties. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule MLS-1 is a part. Customer's election of firm or interruptible service shall be indicated in the executed service agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder will be firm or interruptible, as provided herein and in Pipeline's General Terms and Conditions and will be a lateral line only service with no rights (secondary or otherwise) other than on the Market Lateral. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at those points on Pipeline's Market Lateral described in the Rate Schedule MLS-1 service agreement available to Customer pursuant to this Rate Schedule (hereinafter referred to as "Point(s) of Receipt"), for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Quantity ("MDQ"), plus Applicable Shrinkage, at an hourly gas flow rate as determined pursuant to Section 5.2 of this Rate Schedule MLS-1 and the executed Rate Schedule MLS-1 service agreement. Pipeline shall transport and deliver for Customer's account at those points on Pipeline's Market Lateral as specified in the executed service agreement (hereinafter referred to as "Point(s) of Delivery"), such quantities tendered up to such Customer's MDQ. The daily quantities of gas delivered to Customer at the Point(s) of Delivery shall be delivered at an hourly gas flow rate not in excess of Customer's Maximum Hourly Quantity ("MHQ") as defined below in Section 2.5 or such hourly flow rate as determined pursuant to Section 5.2 of this Rate Schedule MLS-1 and the executed Rate Schedule MLS-1 service agreement; however, in no event shall the total quantity delivered for the day exceed Customer's MDQ. Such MDQ and MHQ quantities shall be specified in the executed service agreement.

2.3 Customer and Pipeline recognize and agree that in order to provide the service hereunder, Pipeline is required to add, and Customer is obligated to pay for, the incremental facilities necessary to provide such service. Otherwise, Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule.

2.4 Interruptible MLS-1 service shall be made available only to the extent that capacity on the designated Market Lateral is not required for firm MLS-1 service.

2.5 Maximum Hourly Quantity ("MHQ") shall mean the maximum quantity of gas in Dth specified in an executed Service Agreement that Pipeline is obligated to deliver to Customer during any hour at the Point(s) of Delivery specified in the executed Service Agreement.

3. RATE

3.1 The applicable rates for service hereunder on various Market Laterals are set forth on the currently effective Sheet Nos. 51B and 51C of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule MLS-1 are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a different rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum

Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

**Third Revised Sheet No. 297B** Third Revised Sheet No. 297B

Superseding: Second Revised Sheet No. 297B

RATE SCHEDULE MLS-1  
(Continued)

rate(s). In the event a rate other than the applicable maximum rate(s), but not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

- 3.2 For Customers electing firm service, Pipeline shall charge and Customer shall pay Pipeline for transportation service under this Rate Schedule each month the sum of the following amounts:
- (A) The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ, and
  - (B) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule MLS-1, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day.
- 3.3 Customers electing interruptible service shall pay Pipeline each month a Monthly Usage Charge consisting of the sum of the following daily charges:
- (A) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such day.
  - (B) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule MLS-1, multiplied by that portion of the total quantity of gas deliveries on any day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such day..
- 3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the currently effective Statement of Rates for Rate Schedule MLS-1 of Pipeline's FERC Gas Tariff, Volume No. 1) multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.
- 3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such day up to the MDQ:
- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
  - (B) is the result of Pipeline having operational flow orders in effect on such day;
  - (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
  - (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
  - (E) occurs either (1) within ten (10) days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

**Second Revised Sheet No. 297C** Second Revised Sheet No. 297C  
Superseding: First Revised Sheet No. 297C

RATE SCHEDULE MLS-1  
(Continued)

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt at which Pipeline shall receive Gas for transportation hereunder shall be specified in Exhibit A to the Rate Schedule MLS-1 Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations. Notwithstanding the foregoing, all interconnections located on the Market Lateral, but not specified on Exhibit A, shall be available as Secondary Point(s) of Receipt for service on the Market Lateral; provided, however, that Pipeline shall not receive for the account of Customer in the aggregate on any Day a Quantity of Gas in excess of the Customer's MDQ, plus Applicable Shrinkage.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver Gas for Customer's account under this Rate Schedule shall be specified in Exhibit B to the MLS-1 Service Agreement between Pipeline and Customer which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. If Pipeline denies Customer's request for a specific pressure obligation or hourly flow at a Primary Point of Delivery, Pipeline shall, upon request of Customer, provide a written explanation of the operational reasons for denying the request. Pipeline shall not accept any proposed Primary Point(s) of Delivery or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer's Primary Point(s) of Delivery would exceed Customer's MDQ. Notwithstanding the foregoing, all interconnections located on the Market Lateral, but not specified in Exhibit B, shall be available for use by Customer as Secondary Points of Delivery for service on the Market Lateral; provided, however, that Pipeline shall not deliver for the account of Customer in the aggregate on any Day a Quantity of Gas in excess of the Customer's MDQ, or an hourly amount in excess of the MHQ specified in the Rate Schedule MLS-1 service agreement.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

5.1 If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

5.2 Hourly Flow Quantities

- (a) Customer shall be entitled to tender Gas for receipt by Pipeline pursuant to this Rate Schedule at the Primary Point(s) of Receipt at an hourly gas flow rate, on a firm basis for firm MLS-1 Customers, not to exceed the MHQ, and on an interruptible basis, the MHQ plus such additional hourly gas flow as Pipeline may receive without detriment to any other firm Customer; provided, however, the foregoing shall not alter in any way Pipeline's delivery obligations under other Rate Schedules even if such deliveries are intended to be receipts of Gas under this Rate Schedule MLS-1; and provided further that the quantity received by Pipeline on any Day shall not exceed Customer's MDQ, plus Applicable Shrinkage.
- (b) Customer shall be entitled to take delivery of Gas from Pipeline pursuant to this Rate Schedule at the Primary Point(s) of Delivery at an hourly gas flow rate, on a firm basis, not to exceed the MHQ, subject to such aggregate quantity or hourly duration limitation as shall be specified in the Rate Schedule MLS-1 service agreement, which limitations shall be tailored specifically for the facilities constructed for Customer; provided, however, that the quantity delivered to Customer on any Day shall not exceed Customer's MDQ.

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FERC Docket: RP10-53-000

**First Revised Sheet No. 297D** First Revised Sheet No. 297D  
Superseding: Original Sheet No. 297D

RATE SCHEDULE MLS-1  
(Continued)

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

8.1 Except to the extent that Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, and subject to Sections 8.2 and 8.3 herein, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

8.2 To the extent Gas scheduled to be received by Pipeline pursuant to this Rate Schedule is attributable to Gas scheduled to be delivered under other of Pipeline's Rate Schedules, then for purposes of determining imbalances, actual receipts under this Rate Schedule shall be deemed to be equal to scheduled deliveries under such other Rate Schedules and Customer shall be responsible only for imbalances attributable to variations in actual deliveries of Gas by Pipeline under Rate Schedule MLS-1 and the quantity scheduled to be delivered.

8.3 Nothing in this Section 8 shall limit Pipeline's right to take actions as may be required to adjust receipts and deliveries of Gas in order to alleviate conditions which threaten the integrity of Pipeline's system, including maintenance of service to other firm Customers.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed MLS-1 Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.



RATE SCHEDULE TABS-1

TRANSPORTATION AGGREGATION BALANCING SERVICE

1. AVAILABILITY

- 1.1 This Open-access Rate Schedule is available to any party (hereinafter called the TABS-1 Party) which has requested transportation aggregation balancing service or Title Transfer Tracking service pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule TABS-1. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule TABS-1 is a part. In addition, this Rate Schedule is available to any Third Party Account Administrator (hereinafter called a 3PAD) who has either (i) been designated as an agent for a TABS-1 Party, or (ii) executed a service agreement with Pipeline for service under this Rate Schedule TABS-1. For the purposes of this Rate Schedule TABS-1, the term "TABS-1 Party" shall also refer to a 3PAD.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule TABS-1 permits the TABS-1 Party to assume the primary responsibility of matching the tender and receipt of Gas by Pipeline with scheduled quantities pursuant to a nomination under Pipeline's applicable transportation Rate Schedules. In addition, the TABS-1 Party assumes the responsibility of assuring compliance with all terms and conditions governing the receipt of Gas by Pipeline and Customer's obligations with respect thereto.

This Rate Schedule also permits a 3PAD to submit nominations to Pipeline to reflect that the 3PAD is providing a Title Transfer Tracking service independently of such service provided by Pipeline.

Receipts into a TABS-1 Service Point can be made from transportation service agreements or other TABS-1 service agreements; deliveries from a TABS-1 Service Point can be made to transportation service agreements or other TABS-1 service agreements.

To the extent Gas attributable to a TABS-1 Party is tendered or caused to be tendered to Pipeline for subsequent allocation as receipts under transportation service agreements under Pipeline's applicable transportation Rate Schedules, any imbalance between actual receipts and scheduled quantities under such applicable transportation service agreements attributable to such Gas tenders shall be the primary responsibility of the TABS-1 Party and shall be resolved pursuant to this Rate Schedule TABS-1. The Customer under the applicable transportation service agreements shall have no cost responsibility, absent default of the TABS-1 Party, for such imbalances.

- 2.2 TABS-1 Service Points Pipeline shall permit a TABS-1 Party to aggregate supply pursuant to this Rate Schedule TABS-1 from any or all of the Point(s) of Receipt within segments of Pipeline's system corresponding to the following TABS-1 Service Points listed below:

(A) STX Service Point:

Point(s) of Receipt upstream of the suction side of Huntsville, Texas, and upstream of the suction side of Vidor, Texas;

(B) ETX Service Point:

Point(s) of Receipt downstream of the suction side of Huntsville, Texas, to the suction side of Little Rock, Arkansas;

(C) WLA Service Point:

Point(s) of Receipt downstream of the suction side of Vidor, Texas, to the suction side of Opelousas, Louisiana;

RATE SCHEDULE TABS-1  
(Continued)

- (D) ELA Service Point:
- Point(s) of Receipt downstream of the suction side of Opelousas, Louisiana, to the suction side of Kosciusko, Mississippi;
- (E) Market Zone 1 - 24" Service Point
- Point(s) of Receipt downstream of the suction side of Little Rock, Arkansas, to the Illinois-Indiana state line;
- (F) Market Zone 1 - 30" Service Point
- Point(s) of Receipt downstream of the suction side of Kosciusko, Mississippi, to the Tennessee-Kentucky state line;
- (G) Market Zone 2 - 24" Service Point
- Point(s) of Receipt from the Illinois-Indiana state line to the suction side of Berne Station;
- (H) Market Zone 2 - 30" Service Point
- Point(s) of Receipt from the Tennessee-Kentucky state line to the suction side of Delmont Station and to the discharge side of Station Site No. 22;
- (I) Market Zone 3:
- Point(s) of Receipt downstream of the suction side of the Delmont Station and downstream of the discharge side of Station Site No. 22.

For any Month in which a Customer executing a Service Agreement containing access to any of Pipeline's Access Area Zones pursuant to Rate Schedule(s) CDS, FT-1, SCT or IT-1, and the TABS-1 Party agree that such TABS-1 Party shall provide service hereunder, such Customer shall provide a nomination, in accordance with Section 4 of the General Terms and Conditions, containing the name of the TABS-1 Party, the contract number, the TABS-1 Service Points to be utilized by the TABS-1 Party, and such Customer's transportation service agreements for which the TABS-1 Party will assume the balancing responsibility. Upon receipt of such nomination and after Pipeline's confirmation, the TABS-1 Party shall be entitled to nominate, as agent for the Customers, an Equivalent Quantity on behalf of such Customers from specific Point(s) of Receipt contained in such Customer's transportation service agreements into the relevant TABS-1 Service Point and shall specify a ranking for each service agreement nominated out of the TABS-1 Service Point in accordance with Section 4 of the General Terms and Conditions. If the TABS-1 Party fails to provide such ranking, Pipeline will utilize as the default mechanism the scheduling procedures set forth in Section 4.1(I) of the General Terms and Conditions. Pipeline will schedule Quantities of Gas utilizing the ranking provided by the TABS-1 Party or the default mechanism.

*Effective Date: 11/16/2009    Status: Effective*  
*FERC Docket: RP10-53-000*

**First Revised Sheet No. 300** First Revised Sheet No. 300  
Superseding: Original Sheet No. 300

RATE SCHEDULE TABS-1  
(Continued)

Each Customer's nomination shall be valid to nominate their Specific Quantity out of the relevant TABS-1 Service Point to the specific Point(s) of Delivery. An Equivalent Quantity is an aggregate Quantity of Gas equal to the aggregate nominations of all such Customers under the relevant transportation service agreements. A Specific Quantity is a Quantity of Gas equal to the nominations of each Customer under a relevant transportation service agreement.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP10-53-000

**Second Revised Sheet No. 301** Second Revised Sheet No. 301

Superseding: Sub First Revised Sheet No. 301

RATE SCHEDULE TABS-1  
(Continued)

2.3 Allocation methodologies shall be required from the TABS-1 Party for the TABS-1 Service Points in accordance with Section 18.2 of Pipeline's General Terms and Conditions.

2.4 Nothing herein shall limit Pipeline's right to take action as may be required to adjust receipts of Gas in order to alleviate conditions which threaten the integrity of its system, including actions taken pursuant to Sections 4 and 17 of Pipeline's General Terms and Conditions.

3. IMBALANCE RESOLUTION

3.1 It is the intent of the parties that the daily Quantities of Gas received into and scheduled out of each TABS-1 Service Point for each Day will balance. However, the parties recognize that operational variances may occur. Based on the information available Pipeline will provide notice to the TABS-1 Party of any imbalance situation which has occurred or may occur unless corrective action is taken.

3.2 Daily Imbalances Upon notification by Pipeline of a daily imbalance situation, the TABS-1 Party shall, within a reasonable time as specified at the time of notification by Pipeline in its reasonable judgment taking into account Pipeline's system operating conditions and other considerations as may be a result of such imbalance, provide Pipeline any information necessary to adjust receipts of Gas under this Rate Schedule TABS-1 and/or deliveries of Gas for the account of TABS-1 Party under the applicable transportation contracts, or elect and implement one or more of the options listed in this Section 3.2 in order to maintain or restore a daily balance between actual receipts and scheduled quantities. TABS-1 Party shall have the option under this Rate Schedule to resolve all or any fraction of the imbalance, provided that such option does not require transportation through a Posted Point of Restriction for the Day, as follows:

- (A) Exchange an imbalance due Pipeline allocated to a TABS-1 Service Point under its TABS-1 Service Agreement with a balance due another TABS-1 Party allocated to the same TABS-1 Service Point under another TABS-1 Party's TABS-1 Service Agreement, pursuant to the Imbalance Trading provision set forth in Section 8.3 of the General Terms and Conditions. In addition, (a) upon request of the TABS-1 Party and (b) subject to Section 2.7 of the General Terms and Conditions, Pipeline will post on the LINK® System information regarding the TABS-1 Party's imbalance.
- (B) Transport an imbalance due a TABS-1 Party at one TABS-1 Service Point under a TABS-1 Service Agreement to an imbalance due Pipeline allocated to another TABS-1 Service Point. Transport of imbalances shall be accomplished by adjustments to a daily transportation nomination pursuant to the TABS-1 Parties' executed transportation service agreements.

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FERC Docket: RP10-53-000

**Second Revised Sheet No. 302** Second Revised Sheet No. 302

Superseding: Sub First Revised Sheet No. 302

RATE SCHEDULE TABS-1  
(Continued)

- (C) Utilize storage, provided capacity is available on Pipeline's system for transportation and for injection into storage under one of Pipeline's storage rate schedules and/or service under a third party's storage rate schedule pursuant to TABS-1 Party's executed Service Agreements, to resolve an imbalance due TABS-1 Party allocated to a TABS-1 Service Point by scheduling transportation and nominating that imbalance quantity for the applicable injection into storage.
  - (D) Utilize storage, provided capacity is available on Pipeline's system for transportation and for withdrawal from storage under one of Pipeline's storage rate schedules and/or service under a third party's storage rate schedule pursuant to such TABS-1 Party's executed Service Agreements, to resolve an imbalance due Pipeline allocated to a TABS-1 Service Point by nominating that imbalance quantity for the applicable withdrawal from storage.
  - (E) Transfer an imbalance quantity to PAL, subject to Pipeline's consent.
- 3.3 End of Month Imbalances. In accordance with Section 8.5 of the General Terms and Conditions of this FERC Gas Tariff, during the second Month after the Month in which the monthly imbalances occurred, Pipeline will send a bill setting forth the monthly imbalances allocated to TABS-1 Party's TABS-1 Service Agreement for that Month.
- (A) TABS-1 Party will have the right to minimize the imbalance level, until the close of the seventeenth Business Day after the end of the Month during which the monthly imbalances occurred, pursuant to Section 3.2(A) through 3.2(E) herein and Section 8.3 of the General Terms and Conditions; provided that minimization does not require transportation through a Posted Point of Restriction on Pipeline's system for that Month.
  - (B) Any monthly imbalance remaining after the operation of this Section 3 will be resolved in accordance with Section 8 of the General Terms and Conditions.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. For purposes of the applicable General Terms and Conditions of Pipeline's FERC Gas Tariff, references to Customer shall refer to the TABS-1 Party.

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*FERC Docket: GT01- 15-000*

**Sheet Nos. 303 - 335** Sheet Nos. 303 - 335 :    Effective

Sheet Nos. 303 - 335 are  
being reserved for future use.

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FERC Docket: RP10-53-000

**First Revised Sheet No. 336** First Revised Sheet No. 336  
Superseding: Original Sheet No. 336

RATE SCHEDULE TABS-2

TRANSPORTATION AGGREGATION BALANCING SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called the TABS-2 Party) which has requested transportation aggregation balancing service pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule TABS-2. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule TABS-2 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule TABS-2 shall permit a TABS-2 Party to pre-inject Gas and/or alter receipts into Pipeline's system for the purpose of assisting Pipeline in attempting to avoid operational emergencies and/or the necessity for issuing operational flow orders, as more fully set forth in Section 3 herein, or, with Pipeline's consent, for the purpose of pre-injecting Gas into Pipeline's system in anticipation by TABS-2 Parties of increased Gas demand requirements as more fully set forth in Section 4 herein, or when necessary to alleviate Gas supply shortages, as set forth in Section 5 herein. The pre-injection of Gas can be accomplished by either (1) Pipeline's receipt of Gas physically injected into its system at Point(s) of Receipt or (2) Pipeline's retention, by displacement, of Gas otherwise scheduled for delivery out of its system at Point(s) of Delivery. Gas retained by displacement shall be deemed delivered under the applicable rate schedule and the applicable charges shall be paid by Customer to Pipeline.

3. PIPELINE OPERATIONAL REQUIREMENTS

3.1 In the event Pipeline is willing to allow pre-injection of Gas into its system by TABS-2 Parties for the reasons set forth in Section 2 of this Rate Schedule TABS-2, Pipeline shall post on the LINK® System: (a) the Quantity of Gas requested; (b) the TABS Service Point(s) at which such Quantity of Gas is required; (c) the period of time during which conforming offers will be accepted from TABS-2 Parties; and (d) whether TABS-2 Parties must leave pre-injected Gas in Pipeline's system until further notice from Pipeline. Any pre-qualified TABS-2 Party may inform Pipeline during the time period specified in the posting of its desire to inject Gas into Pipeline's system. Pipeline shall accept Gas from TABS-2 Parties offered in conformance with the request posted by Pipeline on a first-come, first served basis.

RATE SCHEDULE TABS-2  
(Continued)

- 3.2 After Gas is no longer needed by Pipeline for purposes set forth in Section 2 of this Rate Schedule TABS-2, Pipeline shall then notify TABS-2 Parties of the same. TABS-2 Parties shall have five (5) Days from such notification absent agreement to the contrary, in which to remove any remaining Gas from Pipeline's system, or TABS-2 Parties may attempt to sell any remaining Gas to Customers on Pipeline's system. In addition, (a) upon request of the TABS-2 Party and (b) subject to Section 2.7 of the General Terms and Conditions, Pipeline will post on the LINK® System additional information regarding the TABS-2 Party's quantities available for sale, (e.g., (a) the Quantity of Gas available for sale by the TABS-2 Party, (b) the price requested by such TABS-2 Party, and (c) the TABS Service Point(s) at which such Gas is available for sale). In the event the TABS-2 Party does not remove any remaining Gas from Pipeline's system, whether by sale or other means, within five (5) Days after notice from Pipeline, then (a) the TABS-2 Party's Gas shall be deemed to be in storage pursuant to Rate Schedule ISS-1, and the TABS-2 Party shall pay, absent agreement to the contrary, the maximum rates thereunder for the period the TABS-2 Party leaves Gas on Pipeline's system after such five (5) Day period and until such Gas is removed from Pipeline's system, or (b) in the event the TABS-2 Party is also a TABS-1 Party, such Gas shall be transferred to the TABS-2 Party's TABS-1 Service Agreement and any imbalances thereunder shall be resolved in accordance with Section 8.5(E) of the General Terms and Conditions of this FERC Gas Tariff. When a TABS-2 Party's Gas is transferred to its TABS-1 Service Agreement, such TABS-2 Party may utilize all or a portion of such Gas to minimize its TABS-1 Service Agreement imbalance as set forth in Section 3.3 of Rate Schedule TABS-1.
- 3.3 In the event Pipeline needs to alter receipts and deliveries into its system such that the result is decreased receipts into the Pipeline to support system operation, Pipeline may post on the LINK® System: (a) the Quantity of Gas requested for decreased receipts into Pipeline's system; (b) the TABS-2 Service Point(s) at which such decreased receipts are requested; and (c) the period of time during which conforming offers will be accepted by Pipeline from TABS-2 Parties. Any pre-qualified TABS-2 Party may offer during the specified time period to decrease receipts into Pipeline at the TABS-2 Service Point(s) specified in the posting, and Pipeline shall accept conforming offers on a first-come, first-served basis. After Pipeline's anticipated need for decreased receipts has passed, Pipeline shall notify the TABS-2 Party of same, and the TABS-2 Party shall have a reasonable time in which to come back into balance.



**Second Revised Sheet No. 338** Second Revised Sheet No. 338  
Superseding: First Revised Sheet No. 338

RATE SCHEDULE TABS-2  
(Continued)

4. TABS-2 PARTY PRE-INJECTION

In the event a TABS-2 Party requests the ability to pre-inject Gas into Pipeline's system because it anticipates that certain of its Gas purchasers may require additional quantities to meet projected Gas demand, such TABS-2 Party must notify Pipeline of its objective and the Quantity of Gas proposed to be pre-injected at each TABS-2 Service Point(s); subject to Pipeline's concurrence and agreement with the reasonableness of the TABS-2 Party's projected increase in probable Gas demand, such TABS-2 Party may pre-inject up to such Quantity of Gas. A TABS-2 Party pre-injecting Gas pursuant to this Section 4 of this Rate Schedule TABS-2 may specify the purchasers for which it is pre-injecting and the length of time such TABS-2 Party will reserve pre-injected Gas for such purchasers. Pipeline will post on the LINK® System the quantities being injected by TABS-2 Parties. In addition, (a) upon request of the TABS-2 Party and (b) subject to such TABS-2 Party being a LINK® System Subscriber and subject to Section 2.7 of the General Terms and Conditions, Pipeline will post on the LINK® System additional information regarding the TABS-2 Party's quantities available for sale. It shall be the responsibility of the TABS-2 Party pre-injecting Gas pursuant to this Section 4 of Rate Schedule TABS-2 to negotiate, accept and/or consummate any sale transaction. In the event a pre-injecting TABS-2 Party's anticipated Gas requirements do not arise, Pipeline shall notify such TABS-2 Party and such TABS-2 Party shall remove any remaining Gas in accordance with the provisions of Section 3.2 herein.

5. CUSTOMER SUPPLY LOSS

In the event of a Gas supply emergency of an individual Customer and (a) upon request of such Customer and (b) subject to such Customer being a LINK® System Subscriber and subject to Section 2.7 of Pipeline's General Terms and Conditions, Pipeline will post on the LINK® System the Quantity of Gas requested by such Customer, the price such Customer is willing to pay, and the TABS-2 Service Point(s) available to such Customer for receipts of Gas under such Customer's transportation service agreement(s). TABS-2 Parties may bid to provide the Gas requested. The negotiation, acceptance and/or consummation of any Gas sale transaction pursuant to the provisions of Section 5 of this Rate Schedule TABS-2 shall be the responsibility of the parties and not of Pipeline. In addition, in the event a Customer is unable to satisfy its emergency Gas acquisition needs pursuant to the provisions of this Rate Schedule TABS-2, Pipeline shall have no liability whatsoever to such Customer.

6. TABS-2 SERVICE POINTS

6.1 Pipeline shall permit the TABS-2 Party to tender Gas pursuant to this Rate Schedule TABS-2 from any or all of the Point(s) of Receipt within segments of Pipeline's system corresponding to the TABS-2 Service Points listed below:

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FERC Docket: GT01- 15-000

Original Sheet No. 339 Original Sheet No. 339 : Effective

RATE SCHEDULE TABS-2  
(Continued)

- (A) STX Service Point:  
Point(s) of Receipt upstream of the suction side of Huntsville, Texas, and upstream of the suction side of Vidor, Texas;
- (B) ETX Service Point:  
Point(s) of Receipt downstream of the suction side of Huntsville, Texas, to the suction side of Little Rock, Arkansas
- (C) WLA Service Point:  
Point(s) of Receipt downstream of the suction side of Vidor, Texas, to the suction side of Opelousas, Louisiana;
- (D) ELA Service Point:  
Point(s) of Receipt downstream of the suction side of Opelousas, Louisiana, to the suction side of Kosciusko, Mississippi;
- (E) Market Zone 1 - 24" Service Point  
Point(s) of Receipt downstream of the suction side of Little Rock, Arkansas, to the Illinois-Indiana state line;
- (F) Market Zone 1 - 30" Service Point  
Point(s) of Receipt downstream of the suction side of Kosciusko, Mississippi, to the Tennessee-Kentucky state line;
- (G) Market Zone 2 - 24" Service Point  
Point(s) of Receipt from the Illinois-Indiana state line to the suction side of Berne Station;
- (H) Market Zone 2 - 30" Service Point  
Point(s) of Receipt from the Tennessee-Kentucky state line to the suction side of Delmont Station and to the discharge side of Station Site No. 22;
- (I) Market Zone 3:  
Point(s) of Receipt downstream of the suction side of the Delmont Station and downstream of the discharge side of Station Site No. 22.

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FERC Docket: RP10-53-000

**First Revised Sheet No. 340** First Revised Sheet No. 340  
Superseding: Original Sheet No. 340

RATE SCHEDULE TABS-2  
(Continued)

6.2 When a Customer has purchased Gas from a TABS-2 Party pursuant to this Rate Schedule TABS-2 such Customer shall provide a nomination, in accordance with Section 4 of the General Terms and Conditions, containing the name of the TABS-2 Party, the TABS-2 Service Point(s) from which such Customer will transport such Gas, and such Customer's transportation service agreement(s) pursuant to which it will transport Gas purchased from the TABS-2 Party. Upon receipt of such nomination and after Pipeline's confirmation with the TABS-2 Party, Customer shall be entitled to nominate such quantities from the applicable TABS-2 Service Point(s) and transport such quantities out of the applicable TABS-2 Service Point(s) to specific Point(s) of Delivery specified in such Customer's service agreement.

7. SUBSEQUENT TRANSPORTATION

Once Pipeline's Customer has scheduled the transportation of quantities purchased from a TABS-2 Party(s), such transportation shall in all respects be governed by such Customer's transportation service agreement and related rate schedule.

8. PIPELINE'S RESERVATIONS

Nothing herein shall limit Pipeline's right to take action as may be required to adjust receipts of Gas in order to alleviate conditions which threaten the integrity of its system, including actions taken pursuant to Sections 4 and 17 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not expressly contradicted by any provision herein. For purposes of the applicable General Terms and Conditions of Pipeline's FERC Gas Tariff, references to Customer therein shall refer to the TABS-2 Party under this Rate Schedule TABS-2.

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 341 - 345** Sheet Nos. 341 - 345 :    Effective

Sheet Nos. 341 - 345 are  
being reserved for future use.

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**First Revised Sheet No. 346** First Revised Sheet No. 346 : Effective  
Superseding: Original Sheet No. 346

RATE SCHEDULE MBA

MARKET BALANCING AGGREGATION

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called the MBA Party), which (1) with consent of the relevant Customer(s), desires to assume the primary responsibility of resolving pursuant to this Rate Schedule MBA the daily and monthly delivery imbalances of such Customer(s) at Point(s) of Delivery under the transportation and/or storage service agreements between Texas Eastern Transmission, LP (hereinafter called Pipeline) and such Customer(s), and (2) has requested market balancing aggregation pursuant to Section 3 of Pipeline's General Terms and Conditions and after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule MBA is a part.

In the event that the MBA Party desires to resolve delivery point imbalances for multiple Customers under a single MBA Service Agreement, a separate Exhibit A for each such Customer must be executed online via the LINK® System by the MBA Party, Pipeline and the applicable Customer.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 To the extent any imbalance occurs between actual deliveries and scheduled quantities on a daily and monthly basis under a transportation and/or storage service agreement between Pipeline and Customer(s) for which, as reflected in the executed Exhibit(s) A to the Rate Schedule MBA Service Agreement and with the consent of such Customer, the MBA Party has assumed the primary responsibility for such imbalance pursuant to this Rate Schedule MBA, the Customer(s) under the applicable transportation and/or storage service agreements shall have no cost responsibility, absent default of the MBA Party, for such imbalances. Pipeline shall permit the MBA Party to resolve delivery imbalances allocated to the MBA Party's MBA Service Agreement by MBA Zone. The MBA Zones are as follows:

(A) STX MBA Zone:

Point(s) of Delivery upstream of the suction side of Huntsville, Texas, and upstream of the suction side of Vidor, Texas;

(B) ETX MBA Zone:

Point(s) of Delivery downstream of the suction side of Huntsville, Texas, to the suction side of Little Rock, Arkansas;

(C) WLA MBA Zone:

Point(s) of Delivery downstream of the suction side of Vidor, Texas, to the suction side of Opelousas, Louisiana;

RATE SCHEDULE MBA  
(Continued)

(D) ELA MBA Zone:

Point(s) of Delivery downstream of the suction side of Opelousas, Louisiana, to the suction side of Kosciusko, Mississippi;

(E) Market Zone 1 - 24" MBA Zone:

Point(s) of Delivery downstream of the suction side of Little Rock, Arkansas, to the Illinois-Indiana state line;

(F) Market Zone 1 - 30" MBA Zone:

Point(s) of Delivery downstream of the suction side of Kosciusko, Mississippi, to the Tennessee-Kentucky state line;

(G) Market Zone 2 - 24" MBA Zone:

Point(s) of Delivery from the Illinois-Indiana state line to the suction side of Berne Station;

(H) Market Zone 2 - 30" MBA Zone:

Point(s) of Delivery from the Tennessee-Kentucky state line to the suction side of Delmont Station and to the discharge side of Station Site No. 22;

(I) Market Zone 3 MBA Zone:

Point(s) of Delivery downstream of the suction side of the Delmont Station and downstream of the discharge side of Station Site No. 22.

- 2.2 Daily Imbalances Pipeline will net all daily imbalances allocated to the MBA Party at all Point(s) of Delivery within any MBA Zones under all of the transportation and/or storage service agreements for which the MBA Party is responsible pursuant to this Rate Schedule into a single imbalance for each MBA Zone for the Day. Upon notification by Pipeline on the LINK® System of an imbalance situation, the MBA Party shall, within a reasonable time mutually agreeable to the MBA Party and Pipeline, taking into account Pipeline's system operating conditions and other considerations as may be a result of such imbalance, provide Pipeline with nominations, as agent for the Customers, or cause nominations to be provided to Pipeline, under the applicable transportation and/or storage service agreements or elect and implement one or more of the options listed hereunder in order to maintain or restore a daily balance between actual deliveries and scheduled quantities. MBA Party shall have the option under this Rate Schedule to resolve all or any fraction of the daily imbalance, provided that such option does not require transportation through a Posted Point of Restriction for the Day, as follows:

RATE SCHEDULE MBA  
(Continued)

- (A) Exchange an imbalance due Pipeline allocated to a Zone under its Service Agreement in a given MBA Zone with a balance due another MBA Party allocated to a point in the same MBA Zone under another MBA Party's Service Agreement pursuant to the Imbalance Trading provision set forth in Section 8.3 of the General Terms and Conditions. In addition, (a) upon request of the MBA Party, and (b) subject to Section 2.7 of the General Terms and Conditions, Pipeline will post on the LINK® System information regarding the MBA Party's imbalance.
  - (B) Transport an imbalance due the MBA Party at one MBA Zone under a MBA Service Agreement to an imbalance due Pipeline allocated to another MBA Zone. Transport of imbalances shall be accomplished by adjustments to a daily transportation nomination pursuant to the MBA Party's executed transportation service agreements.
  - (C) Utilize storage, provided capacity is available on Pipeline's system for transportation and for injection into storage under one of Pipeline's storage rate schedules and/or service under a third party's storage rate schedule pursuant to such MBA Party's executed service agreements, to resolve an imbalance due the MBA Party allocated to an MBA Zone by scheduling transportation and nominating that imbalance quantity for the applicable injection into storage.
  - (D) Utilize storage, provided capacity is available on Pipeline's system for transportation and for withdrawal from storage under one of Pipeline's storage rate schedules and/or service under a third party's storage rate schedule pursuant to such MBA Party's executed service agreements, to resolve an imbalance due Pipeline allocated to an MBA Zone by nominating that imbalance quantity for the applicable withdrawal from storage.
  - (E) Transfer an imbalance quantity to PAL, subject to Pipeline's consent.
- 2.3 End of Month Imbalances. In accordance with Section 8.5 of the General Terms and Conditions of this FERC Gas Tariff, during the second Month after the Month in which the monthly imbalances occurred, Pipeline will send a bill setting forth the monthly imbalances allocated to the MBA Party's Zone(s) for that Month.

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**Second Revised Sheet No. 349** Second Revised Sheet No. 349

Superseding: Sub First Revised Sheet No. 349

RATE SCHEDULE MBA  
(Continued)

- (A) MBA Party will have the right to minimize the imbalance level until the close of the seventeenth Business Day after the end of the Month during which the imbalances occurred, pursuant to Sections 2.2(A) through 2.2(E) herein and Section 8.3 of the General Terms and Conditions; provided that minimization does not require transportation through a Posted Point of Restriction on Pipeline's system for that Month.
- (B) Any imbalance remaining after the operation of this Section 2 will be resolved in accordance with Section 8 of the General Terms and Conditions.

3. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. For purposes of the applicable General Terms and Conditions of Pipeline's FERC Gas Tariff, references to Customer shall refer to the MBA Party.



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**Second Revised Sheet No. 350** Second Revised Sheet No. 350

Superseding: First Revised Sheet No. 350

RATE SCHEDULE PAL

1. AVAILABILITY

This rate schedule is available for parking and loaning of Natural Gas on an interruptible basis by Texas Eastern Transmission, LP (hereinafter called "Pipeline") for any party (hereinafter called "Customer"), when:

- a. Customer has made a valid request for Park and Loan (PAL) Service pursuant to Section 3 of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this rate schedule is a part; and
- b. After review and acceptance of such request by Pipeline, Customer and Pipeline have executed a PAL Service Agreement, in the form contained in Pipeline's FERC Gas Tariff of which this rate schedule is a part, with Pipeline for service under this Rate Schedule; and
- c. Customer and Pipeline have executed a service agreement under any of Pipeline's Open-access transportation Rate Schedules which provide for the transportation of Gas quantities to or from the PAL Point(s) of Transaction. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this rate schedule is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Park and Loan Service shall be interruptible, as provided herein, in the effective PAL Service Agreement and in Pipeline's General Terms and Conditions. Individual Park and/or Loan Services provided under this rate schedule shall be provided for a minimum of one (1) Day or such longer period as agreed to by Customer and Pipeline, as specified in Exhibit(s) A to the Customer's PAL Service Agreement. Services shall be properly nominated pursuant to Section 4 of the General Terms and Conditions and such nominations shall include, without limitation, the term of the transaction, the quantity to be parked or loaned, as applicable, the PAL Point(s) of Transaction, and all other information required for a nomination under the General Terms and Conditions. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.
- 2.2 Park Service is an interruptible service pursuant to which Pipeline will: (a) receive Quantities of Gas for a Customer's account, at the nominated PAL Point(s) of Transaction, (b) hold such parked quantities, and (c) return such Quantities of Gas to the Customer at the PAL Point(s) of Transaction where Pipeline received the Gas. The maximum Quantity of Gas in Customer's account as Park Service on any Day shall not exceed the Maximum Park Quantity ("MPQ") shown in Exhibit(s) A to the Customer's PAL Service Agreement.
- 2.3 Loan Service is an interruptible service pursuant to which Pipeline will: (a) deliver Quantities of Gas for a Customer's account, from the nominated PAL Point(s) of Transaction, and (b) subsequently receive such Quantities of Gas at the PAL Point(s) of Transaction where Pipeline delivered the Gas. The maximum Quantity of Gas in Customer's account as Loan Service on any Day shall not exceed the Maximum Loan Quantity ("MLQ") shown in Exhibit(s) A to the Customer's PAL Service Agreement.
- 2.4 Service under this Rate Schedule shall be made available on a first come, first served basis, to any Customer willing to pay maximum rates or such other rate mutually agreed upon by Customer and Pipeline, subject to all applicable provisions of the General Terms and Conditions of the FERC Gas Tariff of which this rate schedule is a part.
- 2.5 Interruptible parking and loaning of Natural Gas under this Rate Schedule shall be provided when and to the extent that Pipeline determines, using its reasonable discretion, that capacity is available on its existing facilities and that it has the operational flexibility to provide the service without detriment or disadvantage to Pipeline's firm obligations or other interruptible services during the transaction period as specified in Exhibit(s) A to the Customer's PAL Service Agreement. Existing Quantities of Gas parked or loaned cannot be bumped by new requests for park and/or loan service.

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**Third Revised Sheet No. 351** Third Revised Sheet No. 351

Superseding: Second Revised Sheet No. 351

RATE SCHEDULE PAL  
(Continued)

2.6 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide Park Service and/or Loan Service to Customer pursuant to this Rate Schedule. Pipeline is free to contract at any time with other parties for new storage or transportation services (whether firm or interruptible) and/or new service under this Rate Schedule without liability to Customer for any resulting interruption or reduction of service hereunder.

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule PAL of this FERC Gas Tariff and hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule PAL. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 Pipeline shall submit and Customer shall pay a monthly invoice reflecting the sum of all Daily Charges for each Day during the applicable Month that PAL service is provided to the Customer by Pipeline. The Daily Charges shall be the product of the Quantities of Gas in Customer's PAL account for each separate Park and Loan transaction and the maximum or mutually agreed upon rate.

4. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

4.1 If Customer desires parking and loaning service of Natural Gas on any Day under this Rate Schedule, Customer shall submit a nomination to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions. Customer shall nominate the agreed upon park or loan quantities and term at the PAL Point(s) of Transaction specified in Exhibit(s) A to the Customer's PAL Service Agreement. Such nominated quantities and term shall be subject to confirmation by Pipeline. Pipeline shall schedule the quantities nominated hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

4.2 The park or loan Quantity of Gas in Customer's account on any Day shall not exceed the MPQ and/or the MLQ set forth in Exhibit(s) A to the Customer's PAL Service Agreement, as applicable. Pipeline shall reject any nomination if Customer nominates quantities when the balance(s) in Customer's account exceeds the specified MPQ and/or MLQ or when giving effect to the nomination would result in a balance(s) in Customer's account in excess of the specified MPQ and/or MLQ.

4.3 PAL services shall be provided on an interruptible basis. Interruption of PAL services may include decreasing, temporarily suspending, or discontinuing the receipt or delivery of Gas if Pipeline in its reasonable discretion determines that such decrease, suspension or discontinuance is necessary to prevent the impairment of reliable service or when a higher priority service so requires. Nothing in this rate schedule shall limit Pipeline's right to take action pursuant to Section 4 of the General Terms and Conditions of this tariff.

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**First Revised Sheet No. 352** First Revised Sheet No. 352

Superseding: Sub Original Sheet No. 352

RATE SCHEDULE PAL  
(Continued)

4.4 Commingling of Gas. From the time the Natural Gas is received by Pipeline at the PAL Point(s) of Transaction, Pipeline shall have the unqualified right to commingle such Natural Gas with other Gas in Pipeline's system.

5. OTHER OPERATING CONDITIONS

5.1 Customer shall make all necessary arrangements with other parties at or upstream of the PAL Point(s) of Transaction where Customer delivers Gas to Pipeline for Park Service or where Customer delivers to decrease the balance in its account for Loan Service, and at or downstream of the PAL Point(s) of Transaction where Pipeline delivers Gas to decrease the balance in Customer's account for Park Service or where Pipeline delivers Gas to Customer for Loan Service, and such arrangements must be compatible with Pipeline's system operations.

5.2 To the extent that any upstream entity involved in handling Customer's Gas refuses or is unable to deliver Gas to Pipeline, Pipeline shall not be required to continue to receive Gas on behalf of Customer, as contemplated in Section 5.1 of this Rate Schedule. To the extent that any downstream entity involved in handling Customer's Gas refuses or is unable to receive Gas from Pipeline, Pipeline shall have the right to reduce an equal quantity of the deliveries of Gas on behalf of Customer, as contemplated in Section 5.1 of this Rate Schedule.

6. PARK AND LOAN (PAL) POINT(S) OF TRANSACTION

Pipeline shall permit a Customer to park, and/or Pipeline shall loan to Customer, the quantity specified in Exhibit(s) A of the Customer's PAL Service Agreement at any or all of the PAL Point(s) of Transaction listed below:

(A) STX PAL Point of Transaction:

All Point(s) of Receipt and all Point(s) of Delivery located upstream of the suction side of Huntsville, Texas, and upstream of the suction side of Vidor, Texas;

(B) ETX PAL Point of Transaction:

All Point(s) of Receipt and all Point(s) of Delivery located downstream of the suction side of Huntsville, Texas, to the suction side of Little Rock, Arkansas;

(C) WLA PAL Point of Transaction:

All Point(s) of Receipt and all Point(s) of Delivery located downstream of the suction side of Vidor, Texas, to the suction side of Opelousas, Louisiana;

(D) ELA PAL Point of Transaction:

All Point(s) of Receipt and all Point(s) of Delivery located downstream of the suction side of Opelousas, Louisiana, to the suction side of Kosciusko, Mississippi;

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**First Revised Sheet No. 353** First Revised Sheet No. 353

Superseding: Sub Original Sheet No. 353

RATE SCHEDULE PAL  
(Continued)

(E) Market Zone 1 - 24" PAL Point of Transaction

All Point(s) of Receipt and all Point(s) of Delivery located downstream of the suction side of Little Rock, Arkansas, to the Illinois-Indiana state line;

(F) Market Zone 1 - 30" PAL Point of Transaction

All Point(s) of Receipt and all Point(s) of Delivery located downstream of the suction side of Kosciusko, Mississippi, to the Tennessee-Kentucky state line;

(G) Market Zone 2 - 24" PAL Point of Transaction

All Point(s) of Receipt and all Point(s) of Delivery from the Illinois-Indiana state line to the suction side of Berne Station;

(H) Market Zone 2 - 30" PAL Point of Transaction

All Point(s) of Receipt and all Point(s) of Delivery from the Tennessee-Kentucky state line to the suction side of Delmont Station and to the discharge side of Station Site No. 22;

(I) Market Zone 3 PAL Point of Transaction:

All Point(s) of Receipt and all Points of Delivery located downstream of the suction side of the Delmont Station and downstream of the discharge side of Station Site No. 22.

Customer shall provide a nomination, in accordance with Section 4 of the General Terms and Conditions, for each transaction identified in Exhibit(s) A to the Customer's PAL Service Agreement.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

7.1 If Pipeline, on any Day is unable to receive and/or deliver the total requests of all Customers on Pipeline's system, Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Sections 4 and 17 of Pipeline's General Terms and Conditions.

7.2 Customer may be required, upon notification from Pipeline, to suspend or reduce receipts or deliveries for the agreed upon Park Service and/or the agreed upon Loan Service. Further, Customer may be required, upon notification from Pipeline, to remove Quantities of Gas previously provided to Pipeline under the Park service, or return Quantities of Gas previously loaned to Customer under the Loan service. Notwithstanding anything to the contrary in Section 2.7 of the General Terms and Conditions, such notification shall be provided to affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s).

7.3 Should Pipeline notify Customer to remove or return Quantities of Gas pursuant to Section 7.2, Pipeline's notification shall specify a time frame of no less than three Days within which Park service quantities shall be removed, or Loan service quantities shall be returned. Such notifications shall be consistent with Pipeline's operating conditions, unless Pipeline and Customer mutually agree to a different specific time frame. The obligation of Customer to comply with the issued notification shall continue until such time as Pipeline is able to recommence the PAL services. In the event that Customer does not comply with Pipeline's notice, the parked balance or the loaned balance will be resolved in accordance with Sections 7.5 and 7.6, as applicable, of this Rate Schedule PAL.

RATE SCHEDULE PAL  
(Continued)

- 7.4 If Customer requests delivery of parked quantities and Pipeline is unable to return the Gas to Customer, then Customer has the option to: (i) suspend the Daily Charge and extend the term of the transaction until Pipeline is able to return the Gas to Customer; or (ii) trade the balance with another Customer that has an offsetting loan balance at the same PAL Point of Transaction.

If Customer requests to return loaned quantities to Pipeline and Pipeline is unable to accept such receipts, then Customer has the option to: (i) suspend the Daily Charge and extend the term of the transaction until Pipeline is able to accept such receipts from Customer; or (ii) trade the balance with another Customer that has an offsetting park balance at the same PAL Point of Transaction.

- 7.5 Parked quantities shall become the property of Pipeline at no cost to Pipeline, free and clear of any adverse claims, in the event that any of the following situations occur:

- (a) Pipeline's operating conditions require Pipeline to notify Customer that receipts of parked quantities must be suspended or reduced, and Customer fails to comply within the specified time frame with such notification; and/or
- (b) Pipeline's operating conditions require Pipeline to notify Customer that all or a part of Customer's parked quantities must be removed, and Customer fails to comply within the specified time frame with such notification; and/or
- (c) The PAL account reflects a balance at the termination date of the associated Exhibit A to the Customer's PAL Service Agreement or at the end of any mutually agreed upon extension of the termination date, and Pipeline's operating conditions require the removal of the parked quantities.

If Pipeline notifies Customer, pursuant to Sections 7.2 and 7.5(a), that receipts of parked quantities must be suspended or reduced, only those quantities parked by the Customer in violation of the notification shall become the property of Pipeline at no cost to Pipeline, free and clear of any adverse claims.

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FERC Docket: RP10-53-000

**Second Revised Sheet No. 355** Second Revised Sheet No. 355

Superseding: First Revised Sheet No. 355

RATE SCHEDULE PAL  
(Continued)

7.6 Title to loaned quantities shall be transferred to Customer and Customer shall be obligated to pay for each Dekatherm of such Gas at a price equal to 150% of the average Gas Daily posting for the "Midpoint" price for the geographical region, as defined in Sections 8.5(A) and 8.5(B) (3) of the General Terms and Conditions, for the seven Day period beginning three Days before the Day in which the loan occurred, in the event that any of the following situations occur:

- (a) Pipeline's operating conditions require Pipeline to notify Customer that deliveries of Customer's loaned quantities must be suspended or reduced, and Customer fails to comply with such notification; and/or
- (b) Pipeline's operating conditions require Pipeline to notify Customer that all or a part of Customer's loaned quantities must be returned to Pipeline, and Customer fails to comply within the specified time frame; and/or
- (c) The PAL account reflects a balance at the termination date of the associated Exhibit A to the Customer's PAL Service Agreement or at the end of any mutually agreed upon extension of the termination date.

If Pipeline notifies Customer, pursuant to Sections 7.2 and 7.6(a), that deliveries of Customer's loaned quantities must be suspended or reduced, only those quantities taken by the Customer in violation of the notification shall be transferred to Customer and Customer shall be obligated to pay for each Dekatherm of such Gas at a price calculated as described above in this Section 7.6. Pipeline shall credit the Applicable Shrinkage Deferred Account as provided in Section 15 of the General Terms and Conditions, with the net proceeds from the operation of this Section 7.6.

8. BALANCES

8.1 All PAL balance quantities reside at the PAL Point of Transaction at which the original park or loan quantity was nominated, and must be resolved at that PAL Point of Transaction by taking delivery of the Park Balance or returning the Loan Balance to Pipeline, as applicable. Balances incurred under this Rate Schedule PAL shall be resolved via in-kind balancing during the remaining term of the transaction, which term is specified in Exhibit(s) A to the Customer's PAL Service Agreement. Customer may resolve park and/or loan balances by transporting such balances between PAL Points of Transaction. The transportation shall be accomplished by Customer's submission of a nomination under Customer's executed transportation service agreement and the subsequent scheduling and confirmation processes pursuant to Section 4 of the General Terms and Conditions.

Customer shall be required to reduce to zero each park and/or loan Quantity of Gas at each PAL Point of Transaction no later than the termination date of the Exhibit(s) A to the Customer's PAL Service Agreement, or prior to any mutually agreed upon extension of that term, applicable to that quantity. Any balances remaining upon the termination date of the Exhibit(s) A to the Customer's PAL Service Agreement, or any mutually agreed upon extension of that term, shall be resolved in accordance with Sections 7.5 and 7.6, as applicable, of this Rate Schedule PAL.

Pipeline shall debit or credit, as appropriate, the Applicable Shrinkage Deferred Account as provided in Section 15 of the General Terms and Conditions, with the net proceeds, from the operation of this Section 8.

8.2 If Customer's PAL account reflects a park balance at the termination date of the associated Exhibit A to Customer's PAL Service Agreement or at the end of any mutually agreed upon extension of the termination date, and the balance has not been resolved pursuant to Section 7.5(c) of this Rate Schedule PAL, the term of the transaction will be extended until the earlier of (i) such time as the balance is reduced to zero or (ii) operating conditions require the removal of the balance pursuant to Section 7.5(c)

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*FERC Docket: RP10-375-000*

**First Revised Sheet No. 356** First Revised Sheet No. 356

Superseding: Sub Original Sheet No. 356

RATE SCHEDULE PAL  
(Continued)

of this Rate Schedule PAL. For any balance remaining beyond such agreed upon period set forth for a PAL transaction in Exhibit A of Customer's PAL Service Agreement, the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule PAL shall be applied on a daily basis until the balance is reduced to zero.

9. GOVERNMENTAL AUTHORIZATIONS

Park and Loan Services under executed PAL Service Agreements shall be implemented pursuant to any applicable self-implementing authorization or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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**Sheet Nos. 357 - 375** Sheet Nos. 357 - 375 : Pending

Sheet Nos. 357 - 375 are  
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**First Revised Sheet No. 376** First Revised Sheet No. 376  
Superseding: Original Sheet No. 376

RATE SCHEDULE SS-1

STORAGE SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested storage service hereunder pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule SS-1. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule SS-1 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all firm storage service rendered hereunder pursuant to an executed service agreement providing for a Maximum Storage Quantity (MSQ), Maximum Daily Injection Quantity (MDIQ) and a Maximum Daily Withdrawal Quantity (MDWQ). Service under this Rate Schedule constitutes one of the No-notice Service options as that term is used in Order No. 636 available from Pipeline.
- 2.2 Pipeline shall receive for Customer's account Quantities of Gas and inject into storage in accordance with Section 5 of this Rate Schedule for Customer's account such Quantities of Gas. Pipeline shall withdraw from storage for Customer, at Customer's request, in accordance with Section 6 of this Rate Schedule, Quantities of Gas from Customer's Storage Inventory, plus Applicable Shrinkage, and deliver for Customer's account such quantities. Such service shall be firm except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part and shall be available to Customer each Day of the Contract Year, which consists of an annual period commencing May 1 and ending the following April 30.
- 2.3 Provided the receipt of Gas and the injection of such Gas into storage from Customer can be accomplished by Pipeline without detriment to Pipeline's facilities and/or Pipeline's ability to meet its firm obligations to other Customers, Pipeline upon request of Customer shall inject on an interruptible basis Quantities of Gas in excess of the limitations set forth in Section 5.3. Such excess quantities shall be deemed to be Excess Injection Gas.
- 2.4 Provided such withdrawal from storage and delivery of such Gas to Customer can be accomplished by Pipeline without detriment to Pipeline's facilities and/or Pipeline's ability to meet its firm obligations to other Customers, Pipeline upon request of Customer shall schedule and withdraw on an interruptible basis Gas in excess of the limitations set forth in Section 6.3. Such excess quantities shall be deemed to be Excess Withdrawal Gas.

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FERC Docket: RP10-375-000

**Second Revised Sheet No. 377** Second Revised Sheet No. 377

Superseding: First Revised Sheet No. 377

RATE SCHEDULE SS-1  
(Continued)

- 2.5 Service under this Rate Schedule is provided as a result of bundling transportation and storage service. Such storage service is otherwise available under Rate Schedule FSS-1 and such transportation service is otherwise available under Rate Schedule FT-1. A Customer executing a service agreement under this Rate Schedule SS-1 has the right to make an election to release all or a portion of its firm service under this Rate Schedule as firm service under Rate Schedule SS-1, or as firm storage service under Rate Schedule FSS-1 and firm transportation service under Rate Schedule FT-1 pursuant to Section 3.14 of the General Terms and Conditions.

3. RATE

- 3.1 The applicable rates for service hereunder in each Zone are set forth in the currently effective Statement of Rates for Rate Schedule SS-1 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule SS-1. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

- 3.2 For all service rendered hereunder to Customer each Month under this Rate Schedule, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDWQ specified in the executed service agreement;

(B) Space Charge:

The Space Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by one-twelfth (1/12) of the MSQ specified in the executed service agreement;

(C) Injection Charge:

The Injection Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Quantity of Gas scheduled and injected for the Month, other than Excess Injection Gas pursuant to the executed service agreement;

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**Second Revised Sheet No. 378** Second Revised Sheet No. 378

Superseding: First Revised Sheet No. 378

RATE SCHEDULE SS-1  
(Continued)

(D) Withdrawal Charge:

The Withdrawal Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Quantity of Gas scheduled and withdrawn for the Month, other than Excess Withdrawal Gas, pursuant to the executed service agreement;

(E) Excess Injection Charge:

The Excess Injection Charge Rate, as determined by Section 3.1 herein, multiplied by the quantities of Excess Injection Gas received for the Month pursuant to the executed service agreement;

(F) Excess Withdrawal Charge:

The Excess Withdrawal Charge Rate, as determined by Section 3.1 herein, multiplied by the quantities of Excess Withdrawal Gas delivered for the Month pursuant to the executed service agreement;

- 3.3 In addition to all other charges hereunder, the Customers specified on the Statement of Rates for Rate Schedule SS-1 shall pay Pipeline the applicable Incremental Facility Charge, as set forth on the Statement of Rates for Rate Schedule SS-1, per Month per Dth of additional MSQ, MDWQ and/or MDIQ, as applicable, for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on the Statement of Rates for Rate Schedule SS-1.
- 3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDWQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule SS-1 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDWQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.
- 3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDWQ:

RATE SCHEDULE SS-1  
(Continued)

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such Day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

- 3.6 Storage Cost Credit Mechanism. A cost increment to reflect the use of storage facilities is incorporated into the Rate Schedule CDS, FT-1, and SCT rates. A portion of the revenue attributable to this storage cost increment will be credited to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers. The credit will compensate for the temporary use of storage service to support the No-notice Service and "instantaneous" transportation services as directed in Order No. 636, and such credit will be eliminated or reduced subject to Commission review and certification of additional storage capacity. Pipeline will credit to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers an amount equal to the storage costs recovered (less any Rate Schedule CDS pre-injection credits and less \$525,146 per Month associated with the Oakford Storage Expansion Project approved in Docket No. CP97-774) through the Rate Schedules CDS, SCT, SS-1 and FT-1 rates. Storage costs recovered in a particular Month will be subject to credit to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers in the same Month. Such amounts to be credited will be allocated to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers based upon their pro rata share of respective MDWQ's under Rate Schedules SS, SS-1, FSS-1 and X-28 and will be credited to Reservation Charges for the Month.

4. MINIMUM COMMODITY BILL

None.

RATE SCHEDULE SS-1  
(Continued)

5. INJECTION PROVISIONS

- 5.1 General Procedure. If Customer desires Pipeline to store Gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the Quantity of Gas, not in excess of the quantity determined pursuant to Section 5.3, which Customer desires to be injected into storage under this Rate Schedule on such Day. Pipeline shall thereupon inject the Quantity of Gas so nominated subject to the limitations set forth herein. Except as provided in Section 5.2 and 5.3 herein, the Natural Gas received by Pipeline for Customer's account for storage injection pursuant to this Rate Schedule shall be those quantities scheduled for delivery pursuant to Service Agreements for transportation service between Pipeline and Customer under transactions which specify as a Point of Delivery the "SS-1 Storage Point". For purposes of billing of Usage Charges under transportation Rate Schedules for deliveries of Gas to the "SS-1 Storage Point", such deliveries for injection into storage scheduled directly to the "SS-1 Storage Point" shall be deemed to have been delivered 60% in Market Zone 2 and 40% in Market Zone 3. In addition, at Customer's request any positive or negative variance between scheduled deliveries and actual deliveries on any Day at Customer's Points of Delivery under Rate Schedules CDS, FT-1, SCT, or IT-1 shall be deemed for billing purposes delivered at the Point of Delivery and shall be injected into or withdrawn from storage for Customer's account. In addition to accepting Gas for storage injection at the SS-1 Storage Point, Pipeline will accept Gas tendered at points of interconnection between Pipeline and third party facilities at Oakford and Leidy Storage Fields provided that such receipt does not result in Customer tendering aggregate quantities for storage in excess of the Customer MDIQ.
- 5.2 Pipeline shall permit transfers of title of Gas in Storage Inventory between Customers, provided both Customers have executed a service agreement under Rate Schedules SS-1, FSS-1 and/or ISS-1 and that such transfer does not permit either Customer to exceed its MSQ specified in such service agreement. Such transferred quantities shall not be included in any Customer's Storage Inventory for purposes of determining Customer's daily withdrawal rights pursuant to Section 6 until twenty-four (24) hours following the date of transfer or as provided in Section 6.3 of this Rate Schedule. In lieu of transferring its Storage Inventory to another storage service Customer, Customer may transfer all or a portion of its Storage Inventory to another of its Open-Access storage service agreements, provided that no portion of the term of the agreements involved in the transfer overlap. A Customer that desires to transfer Storage Inventory to another Customer or to another of its Open-Access storage service agreements must submit the required information, which shall include, at a minimum, the identification of the storage service agreements involved in the transfer, the quantity to be transferred, and the effective date of the transfer, via the LINK® System. If a proposed transfer involves a storage service agreement that has terminated, the required information must be submitted within three (3) Business Days after the end of the term of the applicable agreement. The proposed transfer must be confirmed via the LINK® System by the Customer to whom the Storage Inventory is to be transferred before the transfer is processed by Pipeline.
- 5.3 In addition to accepting Gas for storage injection at the SS-1 Storage Point, Pipeline will accept Gas tendered at points of interconnection between Pipeline and third party facilities at Oakford and Leidy Storage Fields provided that such receipt does not result in Customer tendering aggregate quantities for storage in excess of the Customer MDIQ.
- 5.4 Notice Required. The notice given by Customer to Pipeline for injections on any Day shall be in accordance with Section 4 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.
- 5.5 Injection Quantities. The maximum injection Quantity of Gas which Pipeline is obligated on any Day to inject into storage under this Rate Schedule shall be the MDIQ.
- 5.6 Limitation Upon Total Injections. Pipeline shall be obligated to accept Gas for storage for Customer's account in accordance with the above procedure only when Customer's Storage Inventory is less than Customer's MSQ.

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**Third Revised Sheet No. 381** Third Revised Sheet No. 381  
Superseding: Original Sheet No. 381

RATE SCHEDULE SS-1  
(Continued)

6. WITHDRAWAL PROVISIONS

- 6.1 General Procedure If Customer desires the delivery of Gas stored for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the Quantity of Gas, not in excess of the quantity determined pursuant to Section 6.3, plus Applicable Shrinkage, which Customer desires to be withdrawn from storage and delivered under this Rate Schedule during such Day. Pipeline shall thereupon deliver to Customer the Quantity of Gas subject to the limitations set forth herein.
- 6.2 Notice Required The notice given by Customer to Pipeline for withdrawals on any Day shall be in accordance with Section 4 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.
- 6.3 Withdrawal Quantities Pipeline shall not be obligated to withdraw for Customer on any Day a total daily quantity in excess of the following:
- (A) the MDWQ if Customer's Storage Inventory is more than 20% of Customer's MSQ;
  - (B) five-sixths (5/6) of Customer's MDWQ if Customer's Storage Inventory is 20% or less of Customer's MSQ, but more than 10% of Customer's MSQ; or
  - (C) two-thirds (2/3) of Customer's MDWQ if Customer's Storage Inventory is 10% or less of Customer's MSQ.

If at any time during the period from November 16 through April 15 of each contract year the aggregate Storage Inventory of all Customers hereunder equals or is less than 10% of the aggregate MSQ of all Customers hereunder, then for the balance of the period ending April 15 for such contract year injections into storage or transfers of title of Gas in Storage Inventory shall not be included in Customer's Storage Inventory for purposes of determining Customer's daily withdrawal rights pursuant to this Section 6. Pipeline shall notify Customer verbally and then in writing when the aggregate Storage Inventory of all Customers hereunder and/or when Customer's individual Storage Inventory equals or is less than 20% and 10% of the aggregate MSQ or Customer's individual MSQ, respectively.

- 6.4 Limitation Upon Total Withdrawals Pipeline shall deliver to Customer Gas for Customer's account only when Customer's Storage Inventory is greater than zero.

7. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

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**First Revised Sheet No. 382** First Revised Sheet No. 382  
Superseding: Original Sheet No. 382

RATE SCHEDULE SS-1  
(Continued)

8. IMPAIRMENT OF DELIVERIES

When Pipeline, on any Day, is unable to deliver the total requests of all its Customers for Excess Withdrawal Gas hereunder due to insufficient capacity on Pipeline's system, then Pipeline shall limit deliveries of Excess Withdrawal Gas requested by Customers hereunder on a pro rata basis for all Customers requesting Excess Withdrawal Gas. Each Customer shall receive the same percentage of Excess Withdrawal Gas available to Customers on such Day; provided, however, that a Customer may nominate a smaller percentage.

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. RATE SCHEDULE SS AND ORIGINAL VOLUME NO. 2 RATE SCHEDULE X-28 CONVERSIONS

10.1 Those Rate Schedule SS agreements previously entered into by Customers with Pipeline for firm storage service may be converted at any time to Rate Schedule SS-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Rate Schedule SS agreements shall be determined pursuant to this Rate Schedule SS-1.

10.2 The Original Volume No. 2 Rate Schedule X-28 agreement previously entered into by Customer with Pipeline for firm storage service may be converted at any time to a Rate Schedule SS-1 Service Agreement, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Original Volume No. 2 Rate Schedule X-28 agreement shall be determined pursuant to this Rate Schedule SS-1.

11. RATE SCHEDULE CD-2 CONVERSION

On May 31, 1993, Pipeline will transfer title to all Gas in storage to which Pipeline has title attributable to CD-2 service to all CD-2 increment Customers for service under Rate Schedules SS-1 or FSS-1. All Gas which has been injected by Pipeline for a Customer pursuant to Rate Schedule CD-2, will be allocated 100% to that Customer. All remaining Gas will be allocated on a pro rata basis. Such proration shall be determined among Customers initially by determining the ratio of the Customer's CD-2 increment to the aggregate of all Customers' CD-2 increment; provided, however, in no event shall a Customer be allocated purchase quantities in excess of the Customer's MSQ. As compensation for such Title Transfer,

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**Second Revised Sheet No. 383** Second Revised Sheet No. 383

Superseding: Sub First Revised Sheet No. 383

RATE SCHEDULE SS-1  
(Continued)

Customers will pay to Pipeline its SCQ Commodity Rate as of October 31, 1992. Customers may elect to reimburse Pipeline for such purchase quantities in a lump sum payment or in six equal monthly payments, plus interest on the Customer's remaining balance calculated in accordance with Section 10 of Pipeline's General Terms and Conditions. On May 31, 1993, Pipeline shall credit Account No. 191 for the gas costs reflected in the SCQ Commodity Rate, as of October 31, 1992, for each Dekatherm transferred to the Customers under Rate Schedule SS-1 as contemplated by this Section 11.

12. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

13. SECONDARY POINTS

See Section 30.5 of the General Terms and Conditions.



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**Sheet Nos. 384 - 385** Sheet Nos. 384 - 385 :    Effective

Sheet Nos. 384 - 385 are  
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**First Revised Sheet No. 386** First Revised Sheet No. 386  
Superseding: Original Sheet No. 386

RATE SCHEDULE FSS-1

STORAGE SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested storage service hereunder pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule FSS-1. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FSS-1 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all firm storage service rendered hereunder pursuant to an executed service agreement providing for a Maximum Storage Quantity (MSQ), Maximum Daily Injection Quantity (MDIQ) and a Maximum Daily Withdrawal Quantity (MDWQ). Service under this Rate Schedule constitutes one of the No-notice Service options as that term is used in Order No. 636 available from Pipeline.
- 2.2 Pipeline shall receive for Customer's account Quantities of Gas and inject into storage in accordance with Section 5 of this Rate Schedule for Customer's account such Quantities of Gas. Pipeline shall withdraw from storage for Customer, at Customer's request, in accordance with Section 6 of this Rate Schedule, Quantities of Gas from Customer's Storage Inventory, plus Applicable Shrinkage. Such service shall be firm except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part and shall be available to Customer each Day of the Contract Year, which consists of an annual period commencing May 1 and ending the following April 30.
- 2.3 Provided the receipt of Gas and the injection of such Gas into storage from Customer can be accomplished by Pipeline without detriment to Pipeline's facilities and/or Pipeline's ability to meet its firm obligations to other Customers, Pipeline upon request of Customer shall inject on an interruptible basis Quantities of Gas in excess of the limitations set forth in Section 5.3. Such excess quantities shall be deemed to be Excess Injection Gas.
- 2.4 Provided such withdrawal from storage and delivery of such Gas to Customer can be accomplished by Pipeline without detriment to Pipeline's facilities and/or Pipeline's ability to meet its firm obligations to other Customers, Pipeline upon request of Customer shall schedule and withdraw on an interruptible basis Gas in excess of the limitations set forth in Section 6.3. Such excess quantities shall be deemed to be Excess Withdrawal Gas.

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**Second Revised Sheet No. 387** Second Revised Sheet No. 387

Superseding: First Revised Sheet No. 387

RATE SCHEDULE FSS-1  
(Continued)

3. RATE

3.1 The applicable rates for service hereunder in each Zone are set forth in the currently effective Statement of Rates for Rate Schedule FSS-1 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule FSS-1. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 For all service rendered hereunder to Customer each Month under this Rate Schedule, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDWQ specified in the executed service agreement;

(B) Space Charge:

The Space Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by one - twelfth (1/12) of the MSQ specified in the executed service agreement;

(C) Injection Charge:

The Injection Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Quantity of Gas scheduled and injected for the Month, other than Excess Injection Gas pursuant to the executed service agreement;

(D) Withdrawal Charge:

The Withdrawal Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Quantity of Gas scheduled and withdrawn for the Month, other than Excess Withdrawal Gas, pursuant to the executed service agreement;

(E) Excess Injection Charge:

The Excess Injection Charge Rate, as determined by Section 3.1 herein, multiplied by the quantities of Excess Injection Gas received for the Month pursuant to the executed service agreement;

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**Second Revised Sheet No. 388** Second Revised Sheet No. 388

Superseding: First Revised Sheet No. 388

RATE SCHEDULE FSS-1  
(Continued)

(F) Excess Withdrawal Charge:

The Excess Withdrawal Charge Rate, as determined by Section 3.1 herein, multiplied by the quantities of Excess Withdrawal Gas delivered for the Month pursuant to the executed service agreement;

- 3.3 In addition to all other charges hereunder, Customers shall pay Pipeline the applicable Incremental Facility Charge, as set forth on the Statement of Rates for Rate Schedule FSS-1, per Month per Dth of additional MSQ, MDWQ and/or MDIQ, as applicable, for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on the Statement of Rates for Rate Schedule FSS-1.
- 3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to withdraw on any one Day at least 95% of the Quantity of Gas requested to be withdrawn by Pipeline on such Day up to the MDWQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule FSS-1 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not withdrawn up to the lesser of the total Quantity of Gas requested and not withdrawn, or the MDWQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.
- 3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to withdraw on any one Day at least 95% of the Quantity of Gas requested by Customer to be withdrawn on such Day up to the MDWQ:
- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
  - (B) is the result of Pipeline having operational flow orders in effect on such Day;
  - (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
  - (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

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**Second Revised Sheet No. 389** Second Revised Sheet No. 389

Superseding: First Revised Sheet No. 389

RATE SCHEDULE FSS-1  
(Continued)

(E) occurs within the lesser of (1) ten (10) Days of a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.6 Storage Cost Credit Mechanism A cost increment to reflect the use of storage facilities is incorporated into the Rate Schedule CDS, FT-1, and SCT rates. A portion of the revenue attributable to this storage cost increment will be credited to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers. The credit will compensate for the temporary use of storage service to support the No-notice Service and "instantaneous" transportation services as directed in Order No. 636, and such credit will be eliminated or reduced subject to Commission review and certification of additional storage capacity. Pipeline will credit to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers an amount equal to the storage costs recovered (less any Rate Schedule CDS pre-injection credits and less \$525,146 per Month associated with the Oakford Storage Expansion Project approved in Docket No. CP97-774) through the Rate Schedules CDS, SCT, and FT-1 rates. Storage costs recovered in a particular Month will be subject to credit to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers in the same Month. Such amounts to be credited will be allocated to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers based upon their pro rata share of respective MDWQ's under Rate Schedules SS, SS-1, FSS-1 and X-28 and will be credited to Reservation Charges for the Month.

4. MINIMUM COMMODITY BILL

None.

5. INJECTION PROVISIONS

5.1 General Procedure If Customer desires Pipeline to store Gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the Quantity of Gas, not in excess of the quantity determined pursuant to Section 5.3, which Customer desires to be injected into storage under this Rate Schedule on such Day. Pipeline shall thereupon inject the Quantity of Gas so nominated subject to the limitations set forth herein. Except as provided in Section 5.2 and 5.3 herein, the Natural Gas received by Pipeline for Customer's account for storage injection pursuant to this Rate Schedule shall be those quantities scheduled for delivery pursuant to Service Agreements for transportation service between Pipeline and Customer under transactions which specify as a Point of Delivery the "FSS-1 Storage Point". For purposes of billing of Usage Charges under transportation Rate Schedules for deliveries of Gas to the "FSS-1 Storage Point", such deliveries for injection into storage scheduled directly to the "FSS-1 Storage Point" shall be deemed to have been delivered 60% in Market Zone 2 and 40% in Market Zone 3. In addition, subject to Pipeline's prior written consent, any positive variance between scheduled deliveries and actual deliveries on any Day (i.e. scheduled deliveries exceed actual deliveries) at Customer's Points of Delivery under transportation Rate Schedules shall be deemed for billing purposes delivered at the Point of Delivery and shall be injected into storage for Customer's account. In addition to accepting Gas for storage injection at the FSS-1 Storage Point, Pipeline will accept Gas tendered at points of interconnection between Pipeline and third party facilities at Oakford and Leidy Storage Fields provided that such receipt does not result in Customer tendering aggregate quantities for storage in excess of the Customer MDIQ.

RATE SCHEDULE FSS-1  
(Continued)

- 5.2 Pipeline shall permit transfers of title of Gas in Storage Inventory, provided both Customers have executed a service agreement under Rate Schedules SS-1, FSS-1 and/or ISS-1 and that such transfer does not permit either Customer to exceed its MSQ specified in such service agreement. Such transferred quantities shall not be included in any Customer's Storage Inventory for purposes of determining Customer's daily withdrawal rights pursuant to Section 6 until twenty-four (24) hours following the date of transfer or as provided in Section 6.3 of this Rate Schedule. In lieu of transferring its Storage Inventory to another storage service Customer, Customer may transfer all or a portion of its Storage Inventory to another of its Open-Access storage service agreements, provided that no portion of the term of the agreements involved in the transfer overlap. A Customer that desires to transfer Storage Inventory to another Customer or to another of its Open-Access storage service agreements must submit the required information, which shall include, at a minimum, the identification of the storage service agreements involved in the transfer, the quantity to be transferred, and the effective date of the transfer, via the LINK® System. If a proposed transfer involves a storage service agreement that has terminated, the required information must be submitted within three (3) Business Days after the end of the term of the applicable agreement. The proposed transfer must be confirmed via the LINK® System by the Customer to whom the Storage Inventory is to be transferred before the transfer is processed by Pipeline.
- 5.3 In addition to accepting Gas for storage injection at the FSS-1 Storage Point, Pipeline will accept Gas tendered at points of interconnection between Pipeline and third party facilities at Oakford and Leidy Storage Fields provided that such receipt does not result in Customer tendering aggregate quantities for storage in excess of the Customer MDIQ.
- 5.4 Notice Required. The notice given by Customer to Pipeline for injections on any Day shall be in accordance with Section 4 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.
- 5.5 Injection Quantities. The maximum injection Quantity of Gas which Pipeline is obligated on any Day to inject into storage under this Rate Schedule shall be the MDIQ.
- 5.6 Limitation Upon Total Injections. Pipeline shall be obligated to accept Gas for storage for Customer's account in accordance with the above procedure only when Customer's Storage Inventory is less than Customer's MSQ.

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RATE SCHEDULE FSS-1  
(Continued)

6. WITHDRAWAL PROVISIONS

- 6.1 General Procedure. If Customer desires the delivery of Gas stored for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the Quantity of Gas, not in excess of the quantity determined pursuant to Section 6.3, plus Applicable Shrinkage, which Customer desires to be withdrawn from storage under this Rate Schedule during such Day. Pipeline shall thereupon deliver to Customer the Quantity of Gas subject to the limitations set forth herein. The Natural Gas delivered by Pipeline for Customer's account as a result of storage withdrawal pursuant to this Service Agreement shall be those quantities scheduled for withdrawal hereunder and subsequent transportation pursuant to service agreements for transportation service between Pipeline and Customer under transactions which specify as a Point of Receipt the "FSS-1 Storage Point". For purpose of billing under transportation Rate Schedules, withdrawals from storage for subsequent transportation under such transportation Rate Schedules shall be deemed to have been received 60% in Market Zone 2 and 40% in Market Zone 3.

In addition to the withdrawal of Gas from storage for delivery through a transportation service on Pipeline's system, Gas may be withdrawn for delivery into the facilities of third parties at the points of interconnection between Pipeline and the facilities of such third parties at Oakford and Leidy Storage Fields provided that such withdrawals do not result in Customer withdrawing Gas in excess of his MDWQ or MSQ. A separate transportation charge will not be applicable for these deliveries.

- 6.2 Notice Required. The notice given by Customer to Pipeline for withdrawals on any Day shall be in accordance with Section 4 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

RATE SCHEDULE FSS-1  
(Continued)

6.3 Withdrawal Quantities Pipeline shall not be obligated to withdraw for Customer on any Day a total daily quantity in excess of the following:

- (A) the MDWQ if Customer's Storage Inventory is more than 20% of Customer's MSQ;
- (B) five-sixths (5/6) of Customer's MDWQ if Customer's Storage Inventory is 20% or less of Customer's MSQ, but more than 10% of Customer's MSQ; or
- (C) two-thirds (2/3) of Customer's MDWQ if Customer's Storage Inventory is 10% or less of Customer's MSQ.

If at any time during the period from November 16 through April 15 of each contract year the aggregate Storage Inventory of all Customers hereunder equals or is less than 10% of the aggregate MSQ of all Customers hereunder, then for the balance of the period ending April 15 for such contract year injections into storage or transfers of title of Gas in Storage Inventory shall not be included in Customer's Storage Inventory for purposes of determining Customer's daily withdrawal rights pursuant to this Section 6. Pipeline shall notify Customer verbally and then in writing when the aggregate Storage Inventory of all Customers hereunder and/or when Customer's individual Storage Inventory equals or is less than 20% and 10% of the aggregate MSQ or Customer's individual MSQ, respectively.

6.4 Limitation Upon Total Withdrawals Pipeline shall deliver to Customer Gas for Customer's account only when Customer's Storage Inventory is greater than zero.

7. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

8. IMPAIRMENT OF DELIVERIES

When Pipeline, on any Day, is unable to deliver the total requests of all its Customers for Excess Withdrawal Gas hereunder, then Pipeline shall limit deliveries of Excess Withdrawal Gas requested by Customers hereunder on a pro rata basis for all Customers requesting Excess Withdrawal Gas. Each Customer shall receive the same percentage of Excess Withdrawal Gas available to Customers on such Day; provided, however, that a Customer may nominate a smaller percentage.



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**First Revised Sheet No. 392** First Revised Sheet No. 392  
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RATE SCHEDULE FSS-1  
(Continued)

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10 RATE SCHEDULES SS AND SS-1, AND ORIGINAL VOLUME NO. 2 RATE SCHEDULE X-28 CONVERSIONS

10.1 Those Rate Schedule SS Agreements previously entered into by Customers with Pipeline for firm storage service and firm transportation service may be converted at any time to Rate Schedule FSS-1 Service Agreements and Rate Schedule CDS or FT-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Rate Schedule SS Agreements related to firm storage service shall be determined pursuant to this Rate Schedule FSS-1.

10.2 The Original Volume No. 2 Rate Schedule X-28 agreement previously entered into by Customer with Pipeline for firm storage service may be converted at any time to a Rate Schedule FSS-1 Service Agreement, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Original Volume No. 2 Rate Schedule X-28 agreement shall be determined pursuant to this Rate Schedule FSS-1.

10.3 Those Rate Schedule SS-1 Agreements previously entered into by Customers with Pipeline for firm storage service and firm transportation service may be converted to Rate Schedule FSS-1 Service Agreements and Rate Schedule CDS or FT-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by May 3, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Rate Schedule SS-1 agreements related to firm storage service shall be determined pursuant to this Rate Schedule FSS-1.

11. RATE SCHEDULE CD-2 CONVERSION

On May 31, 1993, Pipeline will transfer title to all Gas in storage to which Pipeline has title attributable to CD-2 service to all CD-2 increment Customers for service under Rate Schedule SS-1 or FSS-1. All Gas which has been injected by Pipeline for a Customer pursuant to Rate Schedule CD-2, will be allocated 100% to that Customer. All remaining Gas will be allocated on a pro rata basis. Such proration shall be determined among

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RATE SCHEDULE FSS-1  
(Continued)

Customers initially by determining the ratio of the Customer's CD-2 increment to the aggregate of all Customers' CD-2 increment; provided, however, in no event shall a Customer be allocated purchase quantities in excess of the Customer's MSQ. As compensation for such Title Transfer, Customers will pay to Pipeline its SCQ Commodity Rate as of October 31, 1992. Customers may elect to reimburse Pipeline for such purchase quantities in a lump sum payment or in six equal monthly payments, plus interest on the Customer's remaining balance calculated in accordance with Section 10 of Pipeline's General Terms and Conditions. On May 31, 1993, Pipeline shall credit Account No. 191 for the Gas costs reflected in the SCQ Commodity Rate, as of October 31, 1992, for each Dekatherm transferred to the Customers under Rate Schedule FSS-1 as contemplated by this Section 11.

12. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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**Sheet Nos. 394 - 395** Sheet Nos. 394 - 395 :    Effective

Sheet Nos. 394 - 395 are  
being reserved for future use.

RATE SCHEDULE ISS-1

INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested interruptible storage service pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule ISS-1 and has entered into a service agreement under Pipeline's Transportation Rate Schedules CDS, SCT, FT-1 and/or IT-1 (hereinafter referred to as "Rate Schedule ISS-1 Transportation Rate Schedules") which provide for the receipt and delivery of Gas attributable to Rate Schedule ISS-1 service. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule ISS-1 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all interruptible storage service rendered hereunder pursuant to an executed service agreement providing for a Maximum Storage Quantity (MSQ), Maximum Daily Injection Quantity (MDIQ), and a Maximum Daily Withdrawal Quantity (MDWQ). Withdrawal service under this Rate Schedule constitutes one of the No-notice Service options as that term is used in Order No. 636 available from Pipeline.
- 2.2 Interruptible Storage Service shall be available only to the extent that the injection, storage and withdrawal capacity designated for Rate Schedules SS-1 and FSS-1 firm storage service is not required for such firm storage service and to the extent such injection, storage and withdrawal capacity is not required to satisfy Pipeline's other firm obligations under its firm rate schedules. Pipeline shall be entitled to refuse to perform service under Rate Schedule ISS-1 when Customer cannot demonstrate to Pipeline's satisfaction that Customer will have the ability to transport away from storage ISS-1 Gas quantities Customer is required to withdraw when such storage capacity is needed to satisfy Pipeline's firm obligations. To the extent storage capacity which is being utilized by a Customer hereunder is needed by Pipeline in order to satisfy Pipeline's firm obligations under Rate Schedules SS-1 and FSS-1 or to accommodate Pipeline's firm obligations under its firm rate schedules, Pipeline shall require Customer to withdraw all, or any portion thereof, ISS-1 Gas quantities held in storage by Pipeline for Customer's account within three (3) Days of Pipeline's notice. If Customer is able to schedule the transportation of such Gas under Customer's highest priority transportation service agreement during such three (3) Day period and fails to withdraw such ISS-1 storage Gas then Pipeline shall take title to such ISS-1 Storage Inventory Customer was instructed to withdraw, free and clear of any adverse claims. Pipeline's notice to Customer shall be verbal and may be followed by a written confirmation.

RATE SCHEDULE ISS-1  
(Continued)

- 2.3 Pipeline shall receive for Customer's account Quantities of Gas and inject into storage in accordance with Section 5 of this Rate Schedule for Customer's account such Quantities of Gas. Pipeline shall withdraw from storage for Customer, on an interruptible basis, in accordance with Section 6 of this Rate Schedule, Quantities of Gas from Customer's Storage Inventory, plus Applicable Shrinkage. Such service shall be interruptible as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part and shall be available to Customer each Day of the Contract Year, which consists of an annual period commencing May 1 and ending the following April 30.
- 2.4 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide storage service to Customer pursuant to this Rate Schedule. Pipeline is free to contract at any time with other parties for new sales, storage, or transportation service (whether firm or interruptible) without liability for any resulting interruption or reduction of service hereunder. Customer shall indemnify and hold Pipeline harmless from and against any and all losses, damages, or expenses of every kind and character which Pipeline or Customer may suffer, sustain or be liable for as the result of any interruption or reduction of service pursuant to this Rate Schedule ISS-1.
- 2.5 The quantity of Natural Gas nominated and scheduled for injection shall be deemed delivered under the applicable transportation agreement under Rate Schedule ISS-1. The quantity of Natural Gas nominated and scheduled for withdrawal shall be deemed received under the applicable transportation agreement under Rate Schedule ISS-1 for subsequent transportation and delivery to Customer.

3. RATE

- 3.1 The applicable rates for service hereunder in each Zone are set forth in the currently effective Statement of Rates for Rate Schedule ISS-1 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule ISS-1. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.
- 3.2 For service rendered hereunder to Customer each Month under this Rate Schedule, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Space Charge:

The Space Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the average daily balance pursuant to Rate Schedule ISS-1 for the billing Month.

RATE SCHEDULE ISS-1  
(Continued)

(B) Injection Charge:

The Injection Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Quantity of Gas injected pursuant to Rate Schedule ISS-1 for the Month.

(C) Withdrawal Charge:

The applicable Withdrawal Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Quantity of Gas withdrawn from storage pursuant to Rate Schedule ISS-1 for the Month.

4. MINIMUM COMMODITY BILL

None.

5. INJECTION PROVISIONS

- 5.1 General Procedure. If Customer desires Pipeline to store Gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the Quantity of Gas, not in excess of the MDIQ, which Customer desires to be injected into storage under this Rate Schedule on such Day. Subject to Section 7 of Rate Schedule ISS-1, Pipeline shall thereupon inject the Quantity of Gas so nominated subject to the limitations set forth herein. The Natural Gas received by Pipeline for Customer's account for storage injection pursuant to this Rate Schedule shall be those quantities scheduled for delivery pursuant to Service Agreements for transportation service between Pipeline and Customer under transactions which specify as a Point of Delivery the "ISS-1 Storage Point". For purposes of billing of Usage Charges under transportation Rate Schedules for deliveries of Gas to the "ISS-1 Storage Point", such deliveries for injection into storage scheduled directly to the "ISS-1 Storage Point" shall be deemed to have been delivered 60% in Market Zone 2 and 40% in Market Zone 3.
- 5.2 Pipeline shall permit transfers of title of Gas in Storage Inventory, provided both Customers have executed a service agreement under Rate Schedules SS-1, FSS-1 and/or ISS-1 and that such transfer does not permit either Customer to exceed its MSQ specified in such service agreement. Such transferred quantities shall not be included in any Customer's Storage Inventory for purposes of determining Customer's daily withdrawal rights until twenty-four (24) hours following the date of transfer. In lieu of transferring its Storage Inventory to another storage service Customer, Customer may transfer all or a portion of its Storage Inventory to another of its Open-Access storage service agreements, provided that no portion of the term of the agreements involved in the transfer overlap. A Customer that desires to transfer Storage Inventory to another Customer or to another of its Open-Access storage service agreements must submit the required information, which shall include, at a minimum, the identification of the storage service agreements involved in the transfer, the quantity to be transferred, and the effective date of the transfer, via the LINK® System. If a proposed transfer involves a storage service agreement that has terminated, the required information must be submitted within three (3) Business Days after the end of the term of the applicable agreement. The proposed transfer must be confirmed via the LINK® System by the Customer to whom the Storage Inventory is to be transferred before the transfer is processed by Pipeline.
- 5.3 In addition to accepting Gas for storage injection at the ISS-1 Storage Point, Pipeline will accept Gas tendered at points of interconnection between Pipeline and third party facilities at Oakford and Leidy Storage Fields provided that such receipt does not result in Customer tendering aggregate quantities for storage in excess of the Customer MDIQ.
- 5.4 Notice Required. The notice given by Customer to Pipeline for injections on any Day shall be in accordance with Section 4 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

RATE SCHEDULE ISS-1  
(Continued)

- 5.5 Limitation Upon Total Injection Pipeline shall be obligated to accept Gas for storage for Customer's account in accordance with the above procedure only when Customer's Storage Inventory is less than Customer's Maximum Storage Quantity and only to the extent Pipeline determines that such injection shall not be detrimental to Pipeline's ability to satisfy its firm obligations under its firm rate schedules.

6. WITHDRAWAL PROVISIONS

- 6.1 General Procedure If Customer desires the delivery of Gas stored for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the Quantity of Gas, not in excess of the MDWQ, plus Applicable Shrinkage, which Customer desires to be withdrawn from storage under this Rate Schedule during such Day. Subject to Section 7 of this Rate Schedule ISS-1, Pipeline shall thereupon deliver to Customer the Quantity of Gas subject to the limitations set forth herein. The Natural Gas delivered by Pipeline for Customer's account as a result of storage withdrawal pursuant to this Service Agreement shall be those quantities scheduled for withdrawal hereunder and subsequent transportation pursuant to service agreements for transportation service between Pipeline and Customer under transactions which specify as a Point of Receipt the "ISS-1 Storage Point". For purpose of billing under transportation Rate Schedules, withdrawals from storage for subsequent transportation under such transportation Rate Schedules shall be deemed to have been received 60% in Market Zone 2 and 40% in Market Zone 3. In addition to the withdrawal of Gas from storage for delivery through a transportation service on Pipeline's system, Gas may be withdrawn for delivery into the facilities of third parties at the points of interconnection between Pipeline and the facilities of such third parties at Oakford and Leidy Storage Fields provided that such withdrawals do not result in Customer withdrawing Gas in excess of his MDWQ or MSQ. A separate transportation charge will not be applicable to these deliveries.
- 6.2 Notice Required The notice given by Customer to Pipeline for withdrawals on any Day shall be in accordance with Section 4 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.
- 6.3 Limitation Upon Total Withdrawals Pipeline shall be obligated to deliver to Customer Gas for Customer's account only when Customer's Storage Inventory is greater than zero and only to the extent Pipeline determines that such withdrawal shall not be detrimental to Pipeline's ability to satisfy its firm obligations under its firm rate schedules.

7. PROCEDURES FOR SCHEDULING, ALLOCATION AND INTERRUPTION OF STORAGE SERVICE

- 7.1 If Customer desires to inject or withdraw Natural Gas pursuant to this Rate Schedule ISS-1, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions specifying the Quantity of Gas Customer desires to inject or withdraw and specifying the Rate Schedule ISS-1 Transportation Rate Schedules service agreement(s) to be utilized to accomplish the delivery of such Gas for injection or the receipt of such Gas for withdrawal. In no event shall the quantity to be injected or withdrawn, as applicable, exceed the Quantity of Gas scheduled for transportation pursuant to Section 4 of Pipeline's General Terms and Conditions under the specified Rate Schedule ISS-1 Transportation Rate Schedules service agreement(s) to accomplish the delivery of such Gas for injection or the receipt of such Gas for withdrawal.

RATE SCHEDULE ISS-1  
(Continued)

- 7.2 In the event Pipeline has insufficient capability to receive and inject into storage all Quantities of Gas requested by Customer to be injected on any Day, Pipeline shall schedule injections among such Customers on a first-come/first-served basis determined by the date and time their injection nomination for such Day was received by Pipeline; provided, however, in no event shall the scheduled injection quantity be in excess of the quantity determined pursuant to Section 7.1.
- 7.3 To the extent the injection, storage and withdrawal capacity which is being utilized by Customers hereunder is needed by Pipeline in order to satisfy Pipeline's firm obligations under Rate Schedules SS-1 and FSS-1 or to accommodate Pipeline's firm obligations under its firm rate schedules, Pipeline shall allocate the necessary interruption of storage service hereunder based upon a last-in/first-out basis determined by the Month Gas was injected hereunder. In the event there is more than one Customer who injected Gas in a given Month, any interruption of service for such storage quantities shall be allocated pro rata among affected Customers. The proration for affected Customers shall be based upon the ratio a Customer's monthly injected quantities bears to the total of all affected Customers' monthly injected quantities.
- 7.4 In the event Pipeline has insufficient capability to withdraw from storage all Quantities of Gas requested by Customer to be withdrawn on any Day, Pipeline shall schedule withdrawals among such Customers on a first-in/first-out basis determined by the Month Gas was injected hereunder. In the event there is more than one Customer who injected Gas in a given Month, any interruption of service for such scheduled withdrawal quantities shall be allocated pro rata among affected Customers. The proration for affected Customers shall be based upon the ratio a Customer's monthly injected quantities bears to the total of all affected Customers' monthly injected quantities.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.



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**Second Revised Sheet No. 406** Second Revised Sheet No. 406

Superseding: First Revised Sheet No. 406

RATE SCHEDULE FTS

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission, LP (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.
- 2.2 Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATES

- 3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule FTS of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

- 3.2 Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FTS, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

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RATE SCHEDULE FTS  
(Continued)

- 3.3 In the event that the service agreement is effective on a date other than the first Day of the Month, then, for that initial Month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of Days remaining in that Month starting with and including the effective date of the service agreement to the total number of Days in the Month in which the initial service occurs. A similar proration shall be made for the last Month of the term of the FTS Service Agreement if the last Day of such term occurs on a Day other than the last Day of a Month.
- 3.4 The rates hereunder shall be adjusted to reflect the cost of each system expansion for transportation services completed pursuant to FERC certificate authorization in Docket Nos. CP82-446-002 and CP82-446-003.
- 3.5 Except as provided in Section 3.6 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule FTS of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ.
- 3.6 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.5 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:
- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
  - (B) is the result of Pipeline having operational flow orders in effect on such Day;
  - (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
  - (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
  - (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.6(C) and 3.6(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

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**First Revised Sheet No. 408** First Revised Sheet No. 408  
Superseding: Original Sheet No. 408

RATE SCHEDULE FTS  
(Continued)

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires the transportation of Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS OR DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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**Sheet Nos. 409 - 410** Sheet Nos. 409 - 410 :    Effective

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FERC Docket: RP10-375-000

**Third Revised Sheet No. 411** Third Revised Sheet No. 411

Superseding: Second Revised Sheet No. 411

RATE SCHEDULE FTS-2

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission, LP (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-2. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-2 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at the Customer Point(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Equitrans Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

2.3 Pipeline shall receive for Customer's account, at the Equitrans Point(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule FTS-2 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

3.2 For transportation which is a forwardhaul transportation arrangement, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

RATE SCHEDULE FTS-2  
(Continued)

- (B) Monthly Usage Charge consisting of the sum of the following daily charges:
- (1) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FTS-2, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.
- 3.3 In the event that the service agreement is effective on a date other than the first Day of the Month, then, for that initial Month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of Days remaining in that Month starting with and including the effective date of the service agreement to the total number of Days in the Month in which the initial service occurs. A similar proration shall be made for the last Month of the term of the FTS-2 Service Agreement if the last Day of such term occurs on a Day other than the last Day of a Month.
- 3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule FTS-2 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ.
- 3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:
- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
  - (B) is the result of Pipeline having operational flow orders in effect on such Day;
  - (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
  - (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

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FERC Docket: RP10-53-000

**First Revised Sheet No. 413** First Revised Sheet No. 413  
Superseding: Original Sheet No. 413

RATE SCHEDULE FTS-2  
(Continued)

(E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires the transportation of Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.



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FERC Docket: RP10-375-000

**Second Revised Sheet No. 416** Second Revised Sheet No. 416

Superseding: First Revised Sheet No. 416

RATE SCHEDULE FTS-4

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission, LP (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-4. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-4 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule FTS-4 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

3.2 Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FTS-4, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

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FERC Docket: RP10-375-000

**Second Revised Sheet No. 417** Second Revised Sheet No. 417

Superseding: First Revised Sheet No. 417

RATE SCHEDULE FTS-4  
(Continued)

- 3.3 In the event that the service agreement is effective on a date other than the first Day of the Month or the date of any subsequent change in Customer's MDQ is other than the first Day of the Month, then, for that initial Month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of Days remaining in that Month starting with and including the effective date of the service agreement to the total number of Days in the Month in which the initial service occurs. A similar proration shall be made for the last Month of the term of the FTS-4 Service Agreement if the last Day of such term occurs on a Day other than the last Day of a Month.
- 3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule FTS-4 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ.
- 3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:
- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
  - (B) is the result of Pipeline having operational flow orders in effect on such Day;
  - (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
  - (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
  - (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

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**First Revised Sheet No. 418** First Revised Sheet No. 418  
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RATE SCHEDULE FTS-4  
(Continued)

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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**Second Revised Sheet No. 421** Second Revised Sheet No. 421

Superseding: First Revised Sheet No. 421

RATE SCHEDULE FTS-5

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission, LP (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-5. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-5 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.
- 2.2 Pipeline shall receive for Customer's account, at Customer's Point(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.
- 2.3 Pipeline shall receive for Customer's account, at the CNG Points(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer's Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

- 3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule FTS-5 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.
- 3.2 Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

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**Second Revised Sheet No. 422** Second Revised Sheet No. 422

Superseding: First Revised Sheet No. 422

RATE SCHEDULE FTS-5  
(Continued)

- (B) Monthly Usage Charge consisting of the sum of the following daily charges:
- (1) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FTS-5, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.
- 3.3 In the event that the service agreement is effective on a date other than the first Day of the Month or the date of any subsequent change in Customer's MDQ is other than the first Day of the Month, then, for that initial Month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of Days remaining in that Month starting with and including the effective date of the service agreement to the total number of Days in the Month in which the initial service occurs. A similar proration shall be made for the last Month of the term of the FTS-5 Service Agreement if the last Day of such term occurs on a Day other than the last Day of a Month.
- 3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule FTS-5 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ.
- 3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:
- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
  - (B) is the result of Pipeline having operational flow orders in effect on such Day;
  - (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
  - (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

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**First Revised Sheet No. 423** First Revised Sheet No. 423  
Superseding: Original Sheet No. 423

RATE SCHEDULE FTS-5  
(Continued)

(E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.



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FERC Docket: RP10-375-000

**Second Revised Sheet No. 426** Second Revised Sheet No. 426

Superseding: First Revised Sheet No. 426

RATE SCHEDULE FTS-7

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission, LP (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-7. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-7 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.
- 2.2 Pipeline shall receive for Customer's account, at Customer's Point(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.
- 2.3 Pipeline shall receive for Customer's account, at the CNG Points(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer's Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

- 3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule FTS-7 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.
- 3.2 Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

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**Second Revised Sheet No. 427** Second Revised Sheet No. 427

Superseding: First Revised Sheet No. 427

RATE SCHEDULE FTS-7  
(Continued)

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FTS-7, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

(C) System Expansion Adjustment:

The Reservation Charge, in Section 3.2(A) above, reflects the costs of all system expansions pursuant to Section 10, herein. The Reservation Charge shall be automatically adjusted to reflect the impact of each such system expansion completed pursuant to FERC certificate authorization.

- 3.3 In the event that the service agreement is effective on a date other than the first Day of the Month or the date of any subsequent change in Customer's MDQ is other than the first Day of the Month, then, for that initial Month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of Days remaining in that Month starting with and including the effective date of the service agreement to the total number of Days in the Month in which the initial service occurs. A similar proration shall be made for the last Month of the term of the FTS-7 Service Agreement if the last Day of such term occurs on a Day other than the last Day of a Month.
- 3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule FTS-7 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ.

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**First Revised Sheet No. 428** First Revised Sheet No. 428  
Superseding: Original Sheet No. 428

RATE SCHEDULE FTS-7  
(Continued)

3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such Day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

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**First Revised Sheet No. 429** First Revised Sheet No. 429  
Superseding: Original Sheet No. 429

RATE SCHEDULE FTS-7  
(Continued)

(E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. RATE SCHEDULE SS-2 CONVERSIONS

Those Rate Schedule SS-2 service agreements previously entered into by Customers with Pipeline for firm storage service shall be deemed Rate Schedule FTS-7 Service Agreements to the extent of such firm service. Interruptible service previously provided under Customer's SS-2 Agreement shall be offered pursuant to a Rate Schedule IT-1 Service Agreement. As of the effective date of this Section 8, the rights and obligations of the parties to Rate Schedule SS-2 to the extent of such firm service shall be determined pursuant to this Rate Schedule FTS-7.

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Original Sheet No. 430 Original Sheet No. 430 : Effective

RATE SCHEDULE FTS-7  
(Continued)

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. FIRM UP ELECTION PROCEDURES

As stated in Section 8 herein, the following Customers executed Rate Schedule IT-1 Service Agreements for interruptible service previously provided under Rate Schedule SS-2 Service Agreements prior to June 1, 1993:

Customer	Rate Schedule IT-1 MDQ (Dth)
Bay State Gas Company	7,522
Boston Gas Company	1,903
Brooklyn Union Gas Company	1,306
City of Norwich, CT	37
Colonial Gas Company	6,984
Columbia Gas of Ohio, Incorporated	9,000
Columbia Gas of Pennsylvania, Incorporated	6,000
Commonwealth Gas Company	399
Connecticut Natural Gas Corporation	269
Consolidated Edison Company	472
Elizabethtown Gas Company	875
Fall River Gas Company	129
National Gas & Oil Corporation	2,500
New Jersey Natural Gas Company	2,173
North Attleboro Gas Company	100
PECO Energy Company	1,480
Philadelphia Gas Works	477
The Providence Gas Company	538
Public Service Electric and Gas Company	4,080
Southern Connecticut Gas Company	2,800
Town of Middleborough, MA	34
UGI Utilities, Incorporated	6,000
Union Electric Company	2,000
United Cities Gas Company	203
Yankee Gas Services	3,285

Effective Date: 04/16/2001 Status: Effective

FERC Docket: GT01- 15-000

**Original Sheet No. 431** Original Sheet No. 431 : Effective

RATE SCHEDULE FTS-7  
(Continued)

Such Customers at any time may request, in a form suitable to Pipeline, to firm up, as firm service under this Rate Schedule, any portion of its MDQ under the applicable Rate Schedule IT-1 Service Agreement. Upon receipt of such a request, Pipeline shall inquire of all Customers under this Rate Schedule if they also desire at such time to firm up any portion of their respective Rate Schedule IT-1 MDQ. If Pipeline receives sufficient requests for firmed up MDQ which, in Pipeline's sole opinion, makes it economically feasible to expand Pipeline's system, Pipeline shall make the necessary expansion of its system as soon as practicable after all necessary regulatory and governmental authorizations on terms and conditions acceptable to Pipeline are granted. Upon completion of the system expansion, Pipeline shall notify each Customer which requested a firmed up MDQ of its new MDQ under this Rate Schedule and the effective date thereof. The annual costs associated with all facilities which must be added to Pipeline's system to enable the establishment of and firm up of the MDQ's of Customers hereunder shall be borne by those Customers which have MDQ's hereunder by means of the Reservation Charge.

11. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 432 - 435** Sheet Nos. 432 - 435 :    Effective

Sheet Nos. 432 - 435 are  
being reserved for future use.



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FERC Docket: RP10-375-000

**Second Revised Sheet No. 436** Second Revised Sheet No. 436

Superseding: First Revised Sheet No. 436

RATE SCHEDULE FTS-8

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission, LP (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-8. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-8 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.
- 2.2 Pipeline shall receive for Customer's account, at Customer's Point(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.
- 2.3 Pipeline shall receive for Customer's account, at the CNG Points(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer's Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

- 3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule FTS-8 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.
- 3.2 Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

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FERC Docket: RP10-375-000

**Second Revised Sheet No. 437** Second Revised Sheet No. 437

Superseding: First Revised Sheet No. 437

RATE SCHEDULE FTS-8  
(Continued)

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FTS-8, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

(C) System Expansion Adjustment:

The Reservation Charge, in Section 3.2(A) above, reflects the costs of all system expansions pursuant to Section 10, herein. The Reservation Charge shall be automatically adjusted to reflect the impact of each such system expansion completed pursuant to FERC certificate authorization.

- 3.3 In the event that the service agreement is effective on a date other than the first Day of the Month or the date of any subsequent change in Customer's MDQ is other than the first Day of the Month, then, for that initial Month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of Days remaining in that Month starting with and including the effective date of the service agreement to the total number of Days in the Month in which the initial service occurs. A similar proration shall be made for the last Month of the term of the FTS-8 Service Agreement if the last Day of such term occurs on a Day other than the last Day of a Month.
- 3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule FTS-8 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ.

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FERC Docket: RP10-53-000

**First Revised Sheet No. 438** First Revised Sheet No. 438  
Superseding: Original Sheet No. 438

RATE SCHEDULE FTS-8  
(Continued)

3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such Day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

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**First Revised Sheet No. 439** First Revised Sheet No. 439  
Superseding: Original Sheet No. 439

RATE SCHEDULE FTS-8  
(Continued)

(E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. RATE SCHEDULE SS-3 CONVERSIONS

Those Rate Schedule SS-3 agreements previously entered into by Customers with Pipeline for firm storage service shall be deemed Rate Schedule FTS-8 Service Agreements to the extent of such firm service. Interruptible service previously provided under Customer's SS-3 Agreement shall be offered pursuant to a Rate Schedule IT-1 Service Agreement. As of the effective date of this Section 8, the rights and obligations of the parties to Rate Schedule SS-3 to the extent of such firm service shall be determined pursuant to this Rate Schedule FTS-8.

Effective Date: 04/16/2001 Status: Effective

FERC Docket: GT01- 15-000

Original Sheet No. 440 Original Sheet No. 440 : Effective

RATE SCHEDULE FTS-8  
(Continued)

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. FIRM UP ELECTION PROCEDURES

As stated in Section 8 herein, the following Customers executed Rate Schedule IT-1 Service Agreements for interruptible service previously provided under Rate Schedule SS-3 Service Agreements prior to June 1, 1993:

Customer	Rate Schedule IT-1 MDQ (Dth)
Bay State Gas Company	7,236
Boston Gas Company	10,639
Bristol & Warren Gas Company	3
Brooklyn Union Gas Company	160
Central Hudson Electric & Gas Corporation	14
City of Norwich, CT	480
Colonial Gas Company	15
Commonwealth Gas Company	4,342
Connecticut Natural Gas Corporation	7,053
Elizabethtown Gas Company	131
Fall River Gas Company	950
Long Island Lighting Company	229
New Jersey Natural Gas Company	148
PECO Energy Company	10,000
Philadelphia Gas Works	398
The Providence Gas Company	5,001
Public Service Electric and Gas Company	931
Southern Connecticut Gas Company	3,290
United Cities Gas Company	1,500
Yankee Gas Services	6,401

Effective Date: 04/16/2001 Status: Effective

FERC Docket: GT01- 15-000

**Original Sheet No. 441** Original Sheet No. 441 : Effective

RATE SCHEDULE FTS-8  
(Continued)

Such Customers at any time may request, in a form suitable to Pipeline, to firm up, as firm service under this Rate Schedule, any portion of its MDQ under the applicable Rate Schedule IT-1 Service Agreement. Upon receipt of such a request, Pipeline shall inquire of all Customers under this Rate Schedule if they also desire at such time to firm up any portion of their respective Rate Schedule IT-1 MDQ. If Pipeline receives sufficient requests for firmed up MDQs which, in Pipeline's sole opinion, makes it economically feasible to expand Pipeline's system, Pipeline shall make the necessary expansion of its system as soon as practicable after all necessary regulatory and governmental authorizations on terms and conditions acceptable to Pipeline are granted. Upon completion of the system expansion, Pipeline shall notify each Customer which requested a firmed up MDQ of its new MDQ under this Rate Schedule and the effective date thereof. The annual costs associated with all facilities which must be added to Pipeline's system to enable the establishment of and firm up of the MDQs of Customers hereunder shall be borne by those Customers which have MDQs hereunder by means of the Reservation Charge.

11. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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*FERC Docket: GT01- 15-000*

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Sheet Nos. 442 - 445 are  
being reserved for future use.

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*FERC Docket: RP07- 55-000*

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but is now reserved for future use.



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*FERC Docket: RP07- 55-000*

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*FERC Docket: RP06- 18-000*

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      but is now reserved for future use.

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Sheet Nos. 454 - 455 are  
being reserved for future use.

Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

**Third Revised Sheet No. 456** Third Revised Sheet No. 456

Superseding: Second Revised Sheet No. 456

RATE SCHEDULE SS

STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission, LP (hereinafter called Pipeline) have executed a Service Agreement for service under this Rate Schedule SS. Such Service Agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule SS is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule provides a firm storage service available to Customer each Day of the Contract Year, which consists of an annual period commencing November 1 and ending the following October 31. The maximum quantity of Natural Gas which Customer may have in storage at any time during each Contract Year and which Pipeline shall be obligated to deliver to Customer during such year (hereinafter called Maximum Storage Quantity (MSQ)) shall be specified in the executed Service Agreement. The Maximum Daily Quantity (MDQ) of Gas deliverable to Customer on any Day during the Contract Year shall also be specified in such Service Agreement. The MSQ of Customer shall be at least fifty (50) times the MDQ of Customer. Service under this Rate Schedule does not constitute No-notice Service options as that term is used in Order No. 636.

2.2 At Customer's request, Pipeline shall deliver to Customer Quantities of Gas from Customer's Storage Inventory up to Customer's MSQ in daily quantities up to Customer's MDQ. Such service shall be firm except as provided herein and in the General Terms and Conditions of the FERC Gas Tariff of which this Rate Schedule is a part.

2.3 If Customer desires deliveries of Natural Gas on any Day under this rate schedule, it shall give notice to Pipeline in accordance with the provisions of Section 4 of the General Terms and Conditions of this FERC Gas Tariff. Based upon the nominations of Customer, Pipeline shall schedule deliveries hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

2.4 Provided such withdrawal from storage and delivery of such Gas to Customer can be accomplished by Pipeline without detriment to Pipeline's facilities and/or Pipeline's ability to meet its firm obligations to other Customers, Pipeline upon request of Customer shall schedule and withdraw on an interruptible basis Gas in excess of the limitations set forth in Section 2.1. Such excess quantities shall be deemed to be Excess Withdrawal Gas.

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule SS of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of the General Terms and Conditions.



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FERC Docket: RP10-375-000

**Third Revised Sheet No. 457** Third Revised Sheet No. 457

Superseding: Second Revised Sheet No. 457

RATE SCHEDULE SS  
(Continued)

3.2 For all service rendered hereunder to Customer each Month under this Rate Schedule, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDWQ specified in the executed Service Agreement;

(B) Space Charge:

The Space Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by one-twelfth (1/12) of the MSQ specified in the executed Service Agreement;

(C) Injection Charge:

The Injection Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Quantity of Gas scheduled and injected for the Month pursuant to the executed service agreement;

(D) Withdrawal Charge:

The Withdrawal Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Quantity of Gas scheduled and withdrawn for the Month, other than Excess Withdrawal Gas, pursuant to the executed service agreement;

(E) Excess Withdrawal Charge:

The Excess Withdrawal Charge Rate, as determined by Section 3.1 herein, multiplied by the quantities of Excess Withdrawal Gas delivered for the Month pursuant to the executed service agreement;

3.3 Except as provided in Section 3.4 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule SS of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement

RATE SCHEDULE SS  
(Continued)

containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.

- 3.4 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.3 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such Day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.4(C) and 3.4(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

- 3.5 Storage Cost Credit Mechanism A cost increment to reflect the use of storage facilities is incorporated into the Rate Schedule CDS, FT-1, and SCT rates. A portion of the revenue attributable to this storage cost increment will be credited to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers. The credit will compensate for the temporary use of storage service to support the No-notice Service and "instantaneous" transportation services as directed in Order No. 636, and such credit will be eliminated or reduced subject to Commission review and certification of additional storage capacity. Pipeline will credit to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers an amount equal to the storage costs recovered (less any Rate Schedule CDS pre-injection credits and less \$525,146 per Month associated with the Oakford Storage Expansion Project approved in Docket No. CP97-774) through the Rate Schedule CDS, SCT, and FT-1 rates. Storage costs recovered in a particular Month will be subject to credit to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers in the same Month. Such amounts to be credited will be allocated to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers based upon their pro rata share of respective MDWQ's under Rate Schedules SS, SS-1, FSS-1 and X-28 and will be credited to Reservation Charges for the Month.

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**First Revised Sheet No. 459** First Revised Sheet No. 459  
Superseding: Original Sheet No. 459

RATE SCHEDULE SS  
(Continued)

4. MINIMUM BILL

The minimum bill payable hereunder by each Customer shall consist of the sum of the Reservation Charges and Space Charges of such Customer for service under Rate Schedule SS, which charges shall commence on November 1 of the initial Contract Year.

5. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same point or points of delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of the General Terms and Conditions of this FERC Gas Tariff.

6. INJECTION PROVISIONS

During each Contract Year, Customer may tender Gas to Pipeline for injection into storage when Customer's Storage Inventory is less than its MSQ. Gas for injection hereunder shall be received by Pipeline at the Point(s) of Receipt specified in the executed Rate Schedule SS Service Agreement and shall be Gas made available by Customer to Pipeline as a result of transportation pursuant to executed Service Agreements between Pipeline and Customer under Pipeline's Rate Schedules CDS, FT-1, SCT, and IT-1. Pipeline shall accept such Gas if Pipeline's system operations will reasonably permit such acceptance and if such acceptance will not impair Pipeline's ability to meet its other obligations.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

When Pipeline, on any Day, is unable to deliver the total requests of all its Customers for Excess Withdrawal Gas hereunder due to insufficient capacity on Pipeline's system, then, Pipeline shall limit deliveries of Excess Withdrawal Gas requested by Customers hereunder on a pro rata basis for all Customers requesting Excess Withdrawal Gas. Each Customer shall receive the same percentage of Excess Withdrawal Gas available to Customers on such Day; provided, however, that a Customer may nominate a smaller percentage.

8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

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**Sheet Nos. 460 - 499** Sheet Nos. 460 - 499 :    Effective

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FERC Docket: RP10-375-000

**Fifth Revised Sheet No. 500** Fifth Revised Sheet No. 500

Superseding: Fourth Revised Sheet No. 500

GENERAL TERMS AND CONDITIONS  
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GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms when used herein or in any agreement incorporating the General Terms and Conditions are intended and used and shall be construed to have meanings as follows:

The term "Access Area" shall mean the portion of Pipeline's system located upstream of the suction side of Little Rock, Arkansas, and upstream of the suction side of Kosciusko, Mississippi.

The term "Access Area Boundary" (AAB) shall mean the location(s) on Pipeline's system represented by the facilities at the suction side of Little Rock, Arkansas, and by the facilities at the suction side of Kosciusko, Mississippi.

The term "Administrator" shall be the party designated by the Principals to act on their behalf under a Multiple Shipper Option Agreement.

The term "Aggregate Maximum Daily Delivery Obligation" (AMDDO) shall mean the aggregate maximum daily quantity of gas which Pipeline is obligated to deliver on a primary firm basis to one or more indicated Point(s) of Delivery concurrently pursuant to one or more contracts with an MDDO at such Point(s) of Delivery.

The term "Aggregate Maximum Daily Receipt Obligation" (AMDRO) shall mean the aggregate maximum daily quantity of gas which Pipeline is obligated to receive on a primary firm basis at one or more indicated Point(s) of Receipt concurrently pursuant to one or more contracts with an MDRO at such Point(s) of Receipt, exclusive of any Applicable Shrinkage.

The term "Applicable Billing Determinants" for purposes of Rate Schedules CDS, FT-1 and SCT shall mean: (1) for Market Area service the Transportation Path Quantity for the capacity reserved in the Market Area, as set forth in the executed service agreement; (2) for Access Area service the Total Base Segment Capacity Entitlements (prorated to Rate Schedules CDS, FT-1 and SCT based on Customer's Market Area MDQ for such rate schedules) for each zone in the Access Area pursuant to Section 9 of the General Terms and Conditions, for capacity reserved in the Access Area in conjunction with Market Area capacity; and (3) for capacity releases pursuant to Section 3.14 of the General Terms and Conditions and/or other transactions solely in the Access Area the Transportation Path quantity as specified in the executed service agreement.

The term "Applicable Shrinkage" shall mean the quantity of gas payable by Customer and retained by Pipeline as compensation for gas used by Pipeline in providing services for Customer. These quantities of gas shall include, fuel and company use gas, gas lost as a result of processing and plant thermal reduction and force majeure. Applicable Shrinkage for each service transaction shall be calculated as the product of the effective Applicable Shrinkage Percentage times the applicable quantity of service rendered: (1) for transportation service, the quantity delivered after any forwardhaul transportation, (2) for storage injections, the quantity injected (3) for storage withdrawals, the quantity withdrawn and (4) for storage inventory, the average daily balance of gas stored during the month. The effective Applicable Shrinkage Percentages shall be set forth on the Statement of Rates for Percentages for Applicable Shrinkage and shall be subject to change from time to time as provided in Section 15 of these General Terms and Conditions or as set forth for the applicable incremental service on the Statement of Rates for each applicable rate schedule. Applicable Shrinkage for transportation transactions consisting solely of backhaul transportation shall be zero.

The term "Base Segment Capacity Entitlement" for purposes of Rate Schedules CDS, FT-1 and SCT shall be as set forth in the LINK® System pursuant to Section 9 of the General Terms and Conditions.

The term "British Thermal Unit" (Btu) shall mean the amount of heat required to raise the temperature of one (1) avoirdupois pound of pure water from 58.5°F to 59.5°F under standard conditions.

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: RP09-1088-000

**Eighth Revised Sheet No. 501** Eighth Revised Sheet No. 501

Superseding: Seventh Revised Sheet No. 501

GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms when used herein or in any agreement incorporating the General Terms and Conditions are intended and used and shall be construed to have meanings as follows:

The term "Access Area" shall mean the portion of Pipeline's system located upstream of the suction side of Little Rock, Arkansas, and upstream of the suction side of Kosciusko, Mississippi.

The term "Access Area Boundary" (AAB) shall mean the location(s) on Pipeline's system represented by the facilities at the suction side of Little Rock, Arkansas, and by the facilities at the suction side of Kosciusko, Mississippi.

The term "Administrator" shall be the party designated by the Principals to act on their behalf under a Multiple Shipper Option Agreement.

The term "Aggregate Maximum Daily Delivery Obligation" (AMDDO) shall mean the aggregate maximum daily quantity of gas which Pipeline is obligated to deliver on a primary firm basis to one or more indicated Point(s) of Delivery concurrently pursuant to one or more contracts with an MDDO at such Point(s) of Delivery.

The term "Aggregate Maximum Daily Receipt Obligation" (AMDRO) shall mean the aggregate maximum daily quantity of gas which Pipeline is obligated to receive on a primary firm basis at one or more indicated Point(s) of Receipt concurrently pursuant to one or more contracts with an MDRO at such Point(s) of Receipt, exclusive of any Applicable Shrinkage.

The term "Applicable Billing Determinants" for purposes of Rate Schedules CDS, FT-1 and SCT shall mean: (1) for Market Area service the Transportation Path Quantity for the capacity reserved in the Market Area, as set forth in the executed service agreement; (2) for Access Area service the Total Base Segment Capacity Entitlements (prorated to Rate Schedules CDS, FT-1 and SCT based on Customer's Market Area MDQ for such rate schedules) for each zone in the Access Area pursuant to Section 9 of the General Terms and Conditions, for capacity reserved in the Access Area in conjunction with Market Area capacity; and (3) for capacity releases pursuant to Section 3.14 of the General Terms and Conditions and/or other transactions solely in the Access Area the Transportation Path quantity as specified in the executed service agreement.

The term "Applicable Shrinkage" shall mean the quantity of gas payable by Customer and retained by Pipeline as compensation for gas used by Pipeline in providing services for Customer. These quantities of gas shall include, fuel and company use gas, gas lost as a result of processing and plant thermal reduction and force majeure. Applicable Shrinkage for each service transaction shall be calculated as the product of the effective Applicable Shrinkage Percentage times the applicable quantity of service rendered: (1) for transportation service, the quantity delivered after any forwardhaul transportation, (2) for storage injections, the quantity injected (3) for storage withdrawals, the quantity withdrawn and (4) for storage inventory, the average daily balance of gas stored during the month. The effective Applicable Shrinkage Percentages shall be set forth on Sheet Nos. 126 through 130 and shall be subject to change from time to time as provided in Section 15 of these General Terms and Conditions or as set forth on Sheet Nos. 35, 35A, 35B, 36, 37, 38, 39, 40 and 40A, if applicable. Applicable Shrinkage for transportation transactions consisting solely of backhaul transportation shall be zero.

The term "Base Segment Capacity Entitlement" for purposes of Rate Schedules CDS, FT-1 and SCT shall be as set forth in the LINK® System pursuant to Section 9 of the General Terms and Conditions.

The term "British Thermal Unit" (Btu) shall mean the amount of heat required to raise the temperature of one (1) avoirdupois pound of pure water from 58.5°F to 59.5°F under standard conditions.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP10-53-000

**Fifth Revised Sheet No. 502** Fifth Revised Sheet No. 502

Superseding: Fourth Revised Sheet No. 502

GENERAL TERMS AND CONDITIONS  
(Continued)

1. Definitions (continued)

The term "Business Day" shall mean Monday through Friday unless a Federal Banking Holiday for U.S. transactions or a similar holiday for transactions occurring in Canada and Mexico.

The term "Cash-out Party" shall mean any Customer or other contractually liable entity who has an imbalance under its service agreement with Pipeline, which imbalance will be resolved in accordance with Section 8 hereof.

The term "Cubic Foot" shall mean the volume of Gas which occupies 1 Cubic Foot of space, measured according to Boyle's and Charles' Laws for the measurement of Gas under varying pressures with deviation therefrom as provided in Section 7 hereof and on the measurement basis likewise specified in Section 7 hereof.

The term "Commission" shall mean the Federal Energy Regulatory Commission, any successor, or such duly constituted regulatory authority.

The term "CT" shall mean Central (Clock) Time, which includes the recognition of Daylight Savings Time, whereas "CST" shall mean Central Standard Time.

The term "Customer" shall mean the entity which has executed a service agreement with Pipeline under one or more of Pipeline's Rate Schedules.

The term "Daily System Imbalance" shall mean the total daily imbalance for the entire system, calculated as the difference between (i) quantities received on that Day, adjusted for Applicable Shrinkage, and (ii) quantities delivered on that Day.

The term "Day" or "Gas Day" shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. CT, unless otherwise agreed upon by Customer and Pipeline.

The term "Dekatherm" (Dth) shall mean the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units. One "Dekatherm" of Gas shall mean the Quantity of Gas which contains one Dekatherm of heat energy.

The term "Discount Confirmation" shall mean an electronic mail (e-mail) message sent by Pipeline to Customer to confirm the terms of the discount granted pursuant to Section 28 of the General Terms and Conditions of Pipeline's FERC Gas Tariff.

The term "Elapsed Prorata Capacity" shall mean that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

The term "Flow Computer" shall mean an electronic device which calculates Gas quantities from either instantaneous and/or manually entered values.



GENERAL TERMS AND CONDITIONS  
(Continued)

1. Definitions (continued)

The term "Imbalance Management Services" shall mean the options available to Customers for resolution of imbalances prior to the application of the cash-out mechanism set forth in Section 8 of the General Terms and Conditions. These options include TABS-1, MBA, ISS-1, OBA (where applicable), PAL Service and Imbalance Netting and Trading and may include services offered by Pipeline's Customers or third parties.

The term "intra-day nomination" shall mean (i) a nomination received during gas day for the same day of gas flow, and (ii) a nomination received after the nominations deadline for the following gas day.

The term "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 (hereinafter called the LINK® System), as more fully set forth in Section 2 of the General Terms and Conditions.

The term "Liquefiable Hydrocarbons" shall mean hexanes and heavier hydrocarbons (C6+), measured by the gallons of C6+ per thousand cubic feet ("GPM").

The term "Liquefiable Hydrocarbon Problem(s)" shall mean actual or anticipated hydrocarbon liquid fallout on Pipeline's system that Pipeline reasonably believes, based on available data, interferes with, or threatens to interfere with, the reliable operation of the system, in whole or in part, the operational integrity or safety of any part of the system, or the ability of Pipeline to meet its service obligations including obligations under Section 5 of these General Terms and Conditions.

The term "long-term service agreement" shall mean a service agreement containing a primary term of one (1) year or more from the effective date of the service agreement.

The term "Market Area" shall mean the portion of Pipeline's system located downstream of the suction side of Little Rock, Arkansas, and downstream of the suction side of Kosciusko, Mississippi.

The term "Market Lateral" shall mean pipeline facilities consisting of a pipeline lateral and related project facilities as set forth in the related certificate proceeding which extend from a point on Pipeline's existing mainline to a point of interconnection with the facilities of other parties for the benefit of only one or a limited number of customers.

The term "Maximum Daily Delivery Obligation" (MDDO) shall mean the maximum quantity of gas which Pipeline is obligated to deliver on any Day on a primary firm basis at an indicated Point of Delivery to Customer, except, when applicable, as further limited by an AMDDO.

The term "Maximum Daily Injection Quantity" (MDIQ) shall mean the maximum quantity of gas which Pipeline is obligated to inject for Customer into storage for Customer's account on any day pursuant to the applicable storage rate schedule and executed service agreement.

The term "Maximum Daily Quantity" (MDQ) shall mean the maximum quantity of natural gas which Pipeline shall be obligated to deliver in any day to Customer as specified in an executed service agreement.

The term "Maximum Daily Receipt Obligation" (MDRO) shall mean the maximum quantity of gas which Pipeline is obligated to receive on any Day on a primary firm basis at an indicated Point of Receipt for Customer, exclusive of any Applicable Shrinkage, except, when applicable, as further limited by an AMDRO.

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FERC Docket: RP10-30-000

**Fifth Revised Sheet No. 504** Fifth Revised Sheet No. 504

Superseding: Fourth Revised Sheet No. 504

GENERAL TERMS AND CONDITIONS  
(Continued)

1. Definitions (continued)

The term "Maximum Daily Withdrawal Quantity" (MDWQ) shall mean the maximum quantity of gas which Pipeline is obligated to withdraw for Customer from storage for Customer's account on any day pursuant to the applicable storage rate schedule and executed service agreement.

The term "Maximum Loan Quantity" (MLQ) shall mean the maximum quantity of gas permitted to be in Customer's account on any Day as Loan Service as specified in Exhibit(s) A to the Customer's PAL Service Agreement.

The term "Maximum Park Quantity" (MPQ) shall mean the maximum quantity of gas permitted to be in Customer's account on any Day as Park Service as specified in Exhibit(s) A to the Customer's PAL Service Agreement.

The term "Maximum Storage Quantity" (MSQ) shall mean the maximum quantity of gas which Customer is permitted to have in storage at any given time during the contract year as specified in the applicable storage rate schedule and executed service agreement.

The term "MCF" shall mean 1,000 cubic feet of gas; provided, however, that the term "Mcf" as used in service agreements executed on or before December 31, 1973, shall be equivalent to 1.038089796 dekatherms.

The term "month" shall mean the period beginning at 9:00 a.m. CT or the hour otherwise agreed upon by Customer and Pipeline on the first "day" of the calendar month and ending at the same hour on the first "day" of the next succeeding calendar month.

The term "Monitoring Points" shall mean those points of gas measurement on Pipeline's system that are identified on Pipeline's Web site as Monitoring Points. The Monitoring Points shall monitor the levels of Liquefiable Hydrocarbons on Pipeline's system. Pipeline shall post in the "Non-Critical Notices" portion of its Web site notice of any change in location or number of the Monitoring Points 30 days in advance of such change.

The term "Monitoring Segments" shall mean those portions of Pipeline's system between Monitoring Points or, for the furthestmost upstream Monitoring Points on Pipeline's system, the applicable Monitoring Segments shall be the remaining portions of Pipeline's upstream system.

The term "natural gas" or "gas" shall mean either natural gas unmixed, or any mixture of natural and artificial gas.

The term "negotiated rate" shall mean a rate or rate formula mutually agreed upon by Pipeline and Customer pursuant to Section 29 of the General Terms and Conditions with respect to rates, rate components, charges, or credits differing from the otherwise applicable recourse rate. The negotiated rate may be less than, equal to, or greater than the maximum recourse rate; shall not be less than the minimum tariff rate; may be a rate design other than the straight fixed-variable; and may include a minimum quantity.

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: RP09-1088-000

**Sixth Revised Sheet No. 504** Sixth Revised Sheet No. 504

Superseding: Fifth Revised Sheet No. 504

GENERAL TERMS AND CONDITIONS  
(Continued)

1. Definitions (continued)

The term "Maximum Daily Withdrawal Quantity" (MDWQ) shall mean the maximum quantity of gas which Pipeline is obligated to withdraw for Customer from storage for Customer's account on any day pursuant to the applicable storage rate schedule and executed service agreement.

The term "Maximum Loan Quantity" (MLQ) shall mean the maximum quantity of gas permitted to be in Customer's account on any Day as Loan Service as specified in Exhibit(s) A to the Customer's PAL Service Agreement.

The term "Maximum Park Quantity" (MPQ) shall mean the maximum quantity of gas permitted to be in Customer's account on any Day as Park Service as specified in Exhibit(s) A to the Customer's PAL Service Agreement.

The term "Maximum Storage Quantity" (MSQ) shall mean the maximum quantity of gas which Customer is permitted to have in storage at any given time during the contract year as specified in the applicable storage rate schedule and executed service agreement.

The term "MCF" shall mean 1,000 cubic feet of gas; provided, however, that the term "Mcf" as used in service agreements executed on or before December 31, 1973, shall be equivalent to 1.038089796 dekatherms.

The term "month" shall mean the period beginning at 9:00 a.m. CT or the hour otherwise agreed upon by Customer and Pipeline on the first "day" of the calendar month and ending at the same hour on the first "day" of the next succeeding calendar month.

The term "Monitoring Points" shall mean those points of gas measurement on Pipeline's system that are identified on Pipeline's Web site as Monitoring Points. The Monitoring Points shall monitor the levels of Liquefiable Hydrocarbons on Pipeline's system. Pipeline shall post in the "Non-Critical Notices" portion of its Web site notice of any change in location or number of the Monitoring Points 30 days in advance of such change.

The term "Monitoring Segments" shall mean those portions of Pipeline's system between Monitoring Points or, for the furthestmost upstream Monitoring Points on Pipeline's system, the applicable Monitoring Segments shall be the remaining portions of Pipeline's upstream system.

The term "Multiple Shipper Option Agreement" shall mean the Agreement, as set forth in the Forms of Service, executed by multiple Principals as Customer with a designated Administrator.

The term "natural gas" or "gas" shall mean either natural gas unmixed, or any mixture of natural and artificial gas.

The term "negotiated rate" shall mean a rate or rate formula mutually agreed upon by Pipeline and Customer pursuant to Section 29 of the General Terms and Conditions with respect to rates, rate components, charges, or credits differing from the otherwise applicable recourse rate. The negotiated rate may be less than, equal to, or greater than the maximum recourse rate; shall not be less than the minimum tariff rate; may be a rate design other than the straight fixed-variable; and may include a minimum quantity.

GENERAL TERMS AND CONDITIONS  
(Continued)

1. Definitions (continued)

The term "netting" is used to describe the process of resolving imbalances for a Service Requester within an Operational Impact Area. There are two types of Netting:

- a. Summing is the accumulation of all imbalances above any applicable tolerances for a Service Requester or agent.
  - b. Offsetting is the combination of positive and negative imbalances above any applicable tolerances for a Service Requester or agent.
- For Pipeline, the definition in (a) above is applicable to the Imbalance Netting provisions set forth in Section 8.4 of the General Terms and Conditions.

The term "nomination period" shall mean a period of time Customer includes in a nomination for gas service. All nominations should include Customer defined begin and end dates, provided the nomination begin and end dates are within the term of Customer's contract. To the extent Customer desires to change its nomination for any day(s) within the nomination period, Customer must submit a new nomination for such day(s).

The term "no-notice service" shall mean (a) for purposes of Rate Schedule CDS or SCT the right of Customer upon advising Pipeline to increase or decrease deliveries out of Pipeline's system without matching changes to receipts into Pipeline's system for up to two (2) business days or schedule pre-injection into Pipeline's system without matching changes to deliveries out of Pipeline's system for up to two (2) business days or (b) for purposes of Rate Schedule SS-1, FSS-1 or ISS-1 the right of Customer, upon advising Pipeline, to increase or decrease deliveries at any time.

The term "Open-access Rate Schedules" shall mean Pipeline's Rate Schedules CDS, FT-1, MLS-1, SCT, IT-1, LLFT, LLIT, VKFT, VKIT, SS-1, FSS-1, ISS-1, PAL and TABS-1, TABS-2 and MBA.

Effective Date: 12/13/2006 Status: Effective

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**Second Revised Sheet No. 505** Second Revised Sheet No. 505 : Effective  
Superseding: First Revised Sheet No. 505

GENERAL TERMS AND CONDITIONS  
(Continued)

1. Definitions (continued)

The term "Operational Impact Area" shall describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect. Pipeline's system is divided into the following Operational Impact Areas:

(1) STX Operational Impact Area:

The geographic area upstream of the suction side of Huntsville, Texas, and upstream of the suction side of Vidor, Texas;

(2) ETX Operational Impact Area:

The geographic area downstream of the suction side of Huntsville, Texas, to the suction side of Little Rock, Arkansas;

(3) WLA Operational Impact Area:

The geographic area downstream of the suction side of Vidor, Texas, to the suction side of Opelousas, Louisiana;

(4) ELA Operational Impact Area:

The geographic area downstream of the suction side of Opelousas, Louisiana, to the suction side of Kosciusko, Mississippi;

(5) Market Zone 1 - 24" Operational Impact Area:

The geographic area downstream of the suction side of Little Rock, Arkansas, to the Illinois-Indiana state line;

(6) Market Zone 1 - 30" Operational Impact Area:

The geographic area downstream of the suction side of Kosciusko, Mississippi, to the Tennessee-Kentucky state line;

(7) Market Zone 2 - 24" Operational Impact Area:

The geographic area from the Illinois-Indiana state line to the suction side of Berne Station;

(8) Market Zone 2 - 30" Operational Impact Area:

The geographic area from the Tennessee-Kentucky state line to the suction side of Delmont Station and to the discharge side of Station Site No. 22;

(9) Market Zone 3 Operational Impact Area:

The geographic area downstream of the suction side of the Delmont Station and downstream of the discharge side of Station Site No. 22.

*Effective Date: 12/13/2006    Status: Effective*

*FERC Docket: RP07- 67-000*

**First Revised Sheet No. 506** First Revised Sheet No. 506 : Effective  
Superseding: Original Sheet No. 506

GENERAL TERMS AND CONDITIONS  
(Continued)

1. Definitions (continued)

The term "Operational Segment Capacity Entitlement" for purposes of Rate Schedules CDS, FT-1 and SCT shall be as set forth in the LINK® System pursuant to Section 9 of the General Terms and Conditions.

The term "Penn-Jersey Summer Capacity Factor" as used in the FTS-4 Service Agreement shall be equal to .9183 during the period beginning April 1 of each calendar year and continuing through November 14 of that year for quantities of gas received at the Leidy Point of Receipt for Customer's account.

The term "Pipeline" refers to Texas Eastern Transmission, LP in its role as a provider of transportation and storage services.

The term "Posted Point of Restriction" shall mean any point or segment on Pipeline's system for which Pipeline has posted on its Web site a reduction of scheduled capacity notice, a notice that the point or segment is scheduled at its capacity for the Day, or a notice of expected restrictions due to weather, operating conditions or maintenance.

The term "Preferential Capacity" for purposes of Rate Schedules CDS, FT-1 and SCT shall be as determined in accordance with Section 9 of the General Terms and Conditions.

The term "quantity of gas" shall mean the number of units of gas expressed in dekatherms unless otherwise specified.

The term "recourse rate" shall mean the rates (other than a negotiated rate as defined in this Section 1) applicable to Part 284 services as effective from time to time.

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FERC Docket: RP09-1088-000

**Second Revised Sheet No. 506** Second Revised Sheet No. 506

Superseding: First Revised Sheet No. 506

GENERAL TERMS AND CONDITIONS  
(Continued)

1. Definitions (continued)

The term "Operational Segment Capacity Entitlement" for purposes of Rate Schedules CDS, FT-1 and SCT shall be as set forth in the LINK® System pursuant to Section 9 of the General Terms and Conditions.

The term "Penn-Jersey Summer Capacity Factor" as used in the FTS-4 Service Agreement shall be equal to .9183 during the period beginning April 1 of each calendar year and continuing through November 14 of that year for quantities of gas received at the Leidy Point of Receipt for Customer's account.

The term "Pipeline" refers to Texas Eastern Transmission, LP in its role as a provider of transportation and storage services.

The term "Posted Point of Restriction" shall mean any point or segment on Pipeline's system for which Pipeline has posted on its Web site a reduction of scheduled capacity notice, a notice that the point or segment is scheduled at its capacity for the Day, or a notice of expected restrictions due to weather, operating conditions or maintenance.

The term "Preferential Capacity" for purposes of Rate Schedules CDS, FT-1 and SCT shall be as determined in accordance with Section 9 of the General Terms and Conditions.

The term "Principals" shall be a number of Customers that have designated a Principal or non-Principal to act as an Administrator on their behalf under a Multiple Shipper Option Agreement.

The term "quantity of gas" shall mean the number of units of gas expressed in dekatherms unless otherwise specified.

The term "recourse rate" shall mean the rates (other than a negotiated rate as defined in this Section 1) applicable to Part 284 services as effective from time to time.

GENERAL TERMS AND CONDITIONS  
(Continued)

1. Definitions (continued)

The term "Replacement Customer" shall mean any entity which submitted a bid pursuant to Section 3.13 of the General Terms and Conditions or executing a Capacity Release Umbrella Agreement with Pipeline to participate in Section 3.14 of the General Terms and Conditions.

The term "ROFR Agreement" shall mean a firm service agreement under one of Pipeline's Open-Access Rate Schedules contracted for service for twelve (12) consecutive months or more at the applicable maximum rate for that service, except that a contract for more than one (1) year, for a service which is not available for twelve (12) consecutive months, would be subject to the right of first refusal; provided however no service agreement which when initially executed by Customer is subject to a future capacity commitment to a third party or which has been reserved by Pipeline pursuant to Section 3.11(A)(10) of the General Terms and Conditions shall qualify as a ROFR Agreement. Further, Pipeline may agree, on a not unduly discriminatory basis, that a firm service agreement subject to a negotiated or discounted rate shall qualify as a ROFR Agreement. In the event that Pipeline agrees that the firm service agreement subject to a negotiated or discounted rate qualifies as a ROFR Agreement, such negotiated or discounted rate agreement shall expressly provide that the agreement qualifies as a ROFR Agreement.

The term "Short-Term Service Agreement" shall mean a service agreement containing a primary term of less than one (1) year from the effective date of the service agreement.

The term "Southern Route Summer Capacity Factor" as used in the FTS-4 and FTS-5 Service Agreements shall be equal to .9589 during the period beginning April 1 of each calendar year and continuing through November 14 of that year for Quantities of Gas received at the Station 23 (Chambersburg) Point of Receipt for Customer's account.

The term "Storage Inventory" shall mean the Quantity of Gas in storage for Customer's account at any given time, up to Customer's MSQ, pursuant to the applicable rate schedule and executed service agreement.

The term "Suspense Gas" shall mean any Quantity of Gas received by Pipeline at a Point of Receipt which Pipeline cannot identify under an existing service agreement with Pipeline.

The term "Systematic Rescheduling" shall identify the procedure by which the allocation of capacity between all Customers' rate schedules and contracts is revised in accordance with service priority as a result of a change in nomination by one or more Customers. The procedure includes, but is not limited to, (1) identifying affected Customers and contracts, (2) recalculating Customer service levels, (3) calculating individual Customer and aggregate Customer flows at each affected Receipt and Delivery Point, and (4) confirming revised volumes with each Customer and Receipt or Delivery Point operator.

The term "Third Party Account Administrator" or "3PAD" shall mean a Title Transfer Tracking Service Provider other than Pipeline.

The term "Title Transfer" shall mean the change of title to Gas between parties at a location.

The term "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.



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FERC Docket: RP10-53-000

**Eighth Revised Sheet No. 508** Eighth Revised Sheet No. 508

Superseding: Seventh Revised Sheet No. 508

GENERAL TERMS AND CONDITIONS  
(Continued)

1. Definitions (continued)

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

The term "Total Heating Value" shall mean the number of British Thermal Units generated by the complete combustion with air, at constant pressure, of one anhydrous (dry) Cubic Foot of Gas under a pressure of 14.73 psia and a temperature of 60o Fahrenheit and when the products of combustion are cooled to the initial temperature of the Gas and air, and the water formed by combustion is condensed to the liquid state.

The term "Transportation Path" for purposes of Rate Schedules CDS, FT-1 and SCT shall mean the maximum capacity reserved, first across Zones and then within Zones, which shall be based on Customer's access to Natural Gas from Point(s) of Receipt in Pipeline's various Zones for redelivery to the various Point(s) of Delivery in Pipeline's Zones.

The term "Transportation Path Quantity" for purposes of Rate Schedules CDS, FT-1, MLS-1, and SCT shall mean the quantity associated with a particular Transportation Path as set forth on Exhibit A of the executed CDS, FT-1, MLS-1, or SCT Service Agreement.

The term "Web site" shall mean Pipeline's HTML site accessible via the Internet's World Wide Web located at <http://www.link.spectraenergy.com>.

The term "Zone(s)" shall mean the following seven Zones into which Pipeline's system is divided:

Access Zone STX includes those facilities upstream of the suction side of Huntsville, Texas, and those facilities upstream of the suction side of Vidor, Texas;

Access Zone ETX includes those facilities downstream of the suction side of Huntsville, Texas, to the suction side of Little Rock, Arkansas;

Access Zone WLA includes those facilities downstream of the suction side of Vidor, Texas, to the suction side of Opelousas, Louisiana;

Access Zone ELA includes those facilities downstream of the suction side of Opelousas, Louisiana, to the suction side of Kosciusko, Mississippi;

Market Zone 1 includes those facilities downstream of the suction side of Little Rock, Arkansas, and those facilities downstream of the suction side of Kosciusko, Mississippi, to the Illinois - Indiana state line and to the Tennessee - Kentucky state line, respectively;

Market Zone 2 includes those facilities from the Illinois - Indiana state line and those facilities from the Tennessee - Kentucky state line to the suction side of Delmont Station and to the discharge side of Station Site No. 22;

Market Zone 3 includes those facilities downstream of the suction side of Delmont Station and those facilities downstream of the discharge side of Station Site No. 22.

The term "Zone Boundary Entry Quantity" for purposes of Rate Schedules CDS, FT-1, and SCT shall be the Quantity of Gas which Customer may cause Pipeline to receive from another Zone, as specified in the executed service agreement.

The term "Zone Boundary Exit Quantity" for purposes of Rate Schedules CDS, FT-1, and SCT shall be the Quantity of Gas which Customer may cause Pipeline to deliver into another Zone, as specified in the executed service agreement.

GENERAL TERMS AND CONDITIONS  
(Continued)

2. ELECTRONIC COMMUNICATIONS

2.1 System Description

- (a) Pipeline 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 2.6(a) below, and (iii) has designated a Local Security Administrator pursuant to Section 2.5 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. Pipeline 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 2 and the form of LINK® System Agreement only, a "Valid Service Agreement" includes:
- (1) any service agreement pursuant to any of Pipeline'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., or
  - (7) any service agreement pursuant to any of the Rate Schedules of Saltville Gas Storage Company L.L.C.; or
  - (8) a capacity release umbrella agreement between Customer and any of the entities identified herein.

For parties with a LINK® System Agreement dated prior to September 22, 2004, such LINK® System Agreement is hereby superseded by the provisions of this Section 2.

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 2.

Pipeline 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. Pipeline 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.

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FERC Docket: RP10-53-000

**First Revised Sheet No. 509A** First Revised Sheet No. 509A

Superseding: Original Sheet No. 509A

GENERAL TERMS AND CONDITIONS  
(Continued)

2.1 System Description (cont'd)

- (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. Pipeline 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 Pipeline 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.

GENERAL TERMS AND CONDITIONS  
(Continued)

2.1 System Description (cont'd)

- (c) Customers' Notices pursuant to Section 3.14 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 Pipeline, in addition to the agreements specified in Section 2.1(a) above. Specifically, a LINK® System Subscriber has the option of utilizing the LINK® System for purposes of:
- (a) requesting service under Pipeline's Rate Schedules set forth in Volume No. 1 of Pipeline's FERC Gas Tariff;
  - (b) executing, tracking and amending certain service agreements under Pipeline's Rate Schedules set forth in Volume No. 1 of Pipeline's FERC Gas Tariff;
  - (c) providing nominations and viewing allocations and operational imbalances under all rate schedules as a Customer of Pipeline pursuant to the applicable rate schedule and the General Terms and Conditions;
  - (d) exercising its rights as a Customer of Pipeline pursuant to Section 3.13 of the General Terms and Conditions or submitting a bid as a Replacement Customer of Pipeline under such section;
  - (e) exercising its rights as a Customer of Pipeline pursuant to Section 3.14 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 Pipeline pursuant to such section, or posting a Capacity Request for capacity release pursuant to such section;
  - (f) requesting a discount of the maximum Recourse Rate(s) for service under Pipeline's Open-access Rate Schedules or viewing such discounts previously granted;
  - (g) submitting a claim as a claimant of Suspense Gas pursuant to Section 8.6 of Pipeline's General Terms and Conditions;
  - (h) submitting a bid as a Customer of Pipeline pursuant to Section 8.7 of the General Terms and Conditions;
  - (i) viewing those Point(s) of Receipt and Points(s) of Delivery that are subject to an Operational Balancing Agreement pursuant to Section 8.8 of the General Terms and Conditions;
  - (j) [Reserved for Future Use]
  - (k) submitting a posting as a TABS-1 Party of Pipeline pursuant to Section 3.2 of Rate Schedule TABS-1;
  - (l) submitting a posting as a TABS-2 Party of Pipeline pursuant to Sections 3.2, 4 and 5 of Rate Schedule TABS-2;
  - (m) submitting a posting as an MBA Party of Pipeline pursuant to Section 2.2 of Rate Schedule MBA;
  - (n) viewing a list of the holders of TABS-1, TABS-2 or MBA Service Agreements;
  - (o) viewing and downloading operational data for any Gas Day on the second subsequent Gas Day;
  - (p) viewing Pipeline's notice of an OFO as contemplated by Section 4 of the General Terms and Conditions;
  - (q) effectuating Imbalance Netting and Trading pursuant to Sections 8.3 and 8.4 of the General Terms and Conditions; and
  - (r) such other functions as may be available on the LINK® System from time to time.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP10-53-000

**Seventh Revised Sheet No. 511** Seventh Revised Sheet No. 511

Superseding: Sixth Revised Sheet No. 511

GENERAL TERMS AND CONDITIONS  
(Continued)

- 2.2 Information. Pipeline 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 at Points of Receipt, on the mainline, and at Points of Delivery. The LINK® System and the Web site will indicate whether the capacity is available from Pipeline directly or through Pipeline's capacity release mechanism as set forth in Section 3.14 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 14, information that Pipeline is required to post pursuant to the Commission's regulations, or other information Pipeline chooses to post in furtherance of the operation of its system.
- 2.3 Pipeline shall maintain both in written form and on the LINK® System a Master Receipt Point List containing the following information for each access Zone and segment. Such information shall be updated promptly whenever Point(s) of Receipt are added to Pipeline's system.
- (a) Name of the Point of Receipt;
  - (b) Meter number of the Point of Receipt;
  - (c) Location (legal description) of Point of Receipt;
  - (d) Operator name and phone number to the extent available;
  - (e) Availability of EGM;
  - (f) Design capacity; and
  - (g) Any firm capacity already assigned at such point.
- 2.4 Pipeline, on the effective date of and pursuant to Section 3.14 of the General Terms and Conditions, will post on the LINK® System for a reasonable period the price, terms and conditions, and names of the parties to all capacity release and assignment agreements existing on such effective date. All Customers holding firm capacity who have executed such service agreements prior to that date must provide information to the Pipeline for posting on the LINK® System. Such posting is to make those agreements public and not to prompt the submittal of bids for such capacity.
- 2.5 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 on-line 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.
  - (b) 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 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 2.7 and 2.8, 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.

*Effective Date: 03/11/2009    Status: Effective*

*FERC Docket: RP09-346-000*

**Original Sheet No. 511A** Original Sheet No. 511A

GENERAL TERMS AND CONDITIONS  
(Continued)

- (c) Pipeline 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 Pipeline; (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.

GENERAL TERMS AND CONDITIONS  
(Continued)

2.6 Authorized Use of LINK® System; Confidentiality

- (a) LINK® System Subscriber shall submit Contact Information to Pipeline 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 Pipeline via the LINK® System as such information changes. Such revised information shall supersede in its entirety any Contact Information previously submitted to Pipeline.
- (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) Pipeline reserves the right to disable for due cause any USERID issued to any LINK® System User. Pipeline 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 Pipeline. In addition, upon thirty (30) days prior notice to the LINK® System User and the Local Security Administrator, Pipeline will disable any USERID that has not been used to access the LINK® System for fifteen (15) consecutive months.
- (e) LINK® System Subscriber shall immediately notify Pipeline of the desire to delete a Local Security Administrator of LINK® System Subscriber by (i) e-mail 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 Pipeline 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 Pipeline of the need to delete such Local Security Administrator.
- (f) Pipeline warrants that, without the express consent of LINK® System Subscriber or as provided in Sections 3.13, 3.14, 8.6, 8.7 and 8.8 of the General Terms and Conditions or in Rate Schedules TABS-1, TABS-2 and MBA, no Pipeline 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 Pipeline prior to September 1, 2007 related to Contact Information, Designation of Agency, or Designation of Affiliated Companies, and any Local Security Administrator Designation Forms received by Pipeline 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 2.

GENERAL TERMS AND CONDITIONS  
(Continued)

2.7 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 Pipeline 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.
- (b) 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 2.7(a) above. Such revised information shall supersede in its entirety any Designation of Affiliated Companies information previously submitted to Pipeline. 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 2.7(a) above or manually submitted prior to September 1, 2007, pursuant to Section 2.6(g) above is appropriate and authorized. Determining the propriety of such access is the responsibility of LINK® System Subscriber and/or its affiliates, but Pipeline 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 Pipeline.
- (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 2.7(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 2.1(a) of these General Terms and Conditions.
- (d) It is the obligation of the LINK® System Subscriber to notify Pipeline 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 2.7(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 Pipeline without consent from the non-requesting party.

2.8 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 Pipeline 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. Pipeline may require that LINK® System Subscriber provide additional documentation to confirm that LINK® System Subscriber desires Agent to act on its behalf.



Effective Date: 09/01/2007 Status: Effective

FERC Docket: RP07-550-000

**Second Revised Sheet No. 512B** Second Revised Sheet No. 512B : Effective  
Superseding: First Revised Sheet No. 512B

GENERAL TERMS AND CONDITIONS  
(Continued)

2.8. LINK® System Subscriber; Agency (cont'd)

- (b) In order for LINK® System Users of an Agent designated pursuant to Section 2.8(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 2.1(a) of these General Terms and Conditions.
- (c) Pipeline may accept and fully rely upon Designation of Agency information submitted and approved in accordance with Section 2.8(a) above or manually submitted prior to September 1, 2007, in accordance with Section 2.6(g) above. Pipeline 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. Pipeline 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 Pipeline 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 Pipeline by any party associated with Pipeline's reliance on Designation of Agency information provided pursuant to this Section 2.8.
- (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 Pipeline 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 2.8(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 Pipeline 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 2.8(a) above. Pipeline shall remove the security rights granted to all LINK® System Users of Agent pertaining to access granted by 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.

- (e) Agent is authorized to act on behalf of LINK® System Subscriber under any or all of LINK® System Subscriber's Service Agreements with Pipeline 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 Pipeline that the agency relationship is terminated or superseded in accordance with Section 2.8(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 Pipeline and LINK® System Subscriber.

**Second Revised Sheet No. 512C** Second Revised Sheet No. 512C  
Superseding: First Revised Sheet No. 512C

GENERAL TERMS AND CONDITIONS  
(Continued)

2.9 Liability

- (a) Pipeline 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 Pipeline and which by the exercise of due diligence Pipeline is unable to prevent or overcome. To the extent the information displayed on the LINK® System is originated solely by Pipeline and such information is subsequently determined to be inaccurate, LINK® System Subscriber shall not be subject to any penalties otherwise collectable by Pipeline based on Customer conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the LINK® System.
- (b) LINK® System Subscriber shall defend, indemnify and hold harmless Pipeline 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 Pipeline 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 Pipeline'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.

2.10 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 Pipeline 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. Pipeline will use electronic mail (e-mail) in order to facilitate certain notifications to Customers as required by this FERC Gas Tariff. Customer shall provide Pipeline 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, Pipeline 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 Pipeline. Customer shall be responsible for providing accurate e-mail notification information to Pipeline, 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 Pipeline and Customer.

2.11 Rights to LINK® System. Pipeline or an affiliate of Pipeline 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 Pipeline or an affiliate of Pipeline) 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 2 or the executed LINK® System Agreement acquire any proprietary interests in the programming that generates the LINK® System. As part of Pipeline's continuing development of the LINK® System, third parties may desire to acquire rights to certain parts of the programming. Pipeline will attempt to accommodate, when appropriate, requests by LINK® System Subscribers to license these rights for use in the LINK® System.

GENERAL TERMS AND CONDITIONS  
(Continued)

3. PROCEDURES FOR CONTRACTING FOR AND ABANDONMENT OF SERVICE

3.1 Specific requests for information concerning service(s) should be directed to:

Texas Eastern Transmission, LP  
Attention: Marketing Department  
P.O. Box 1642  
Houston, Texas 77251-1642  
1-800-827-LINK or in Houston, 713-989-LINK

Pipeline shall provide the requested information orally, or in writing, as appropriate.

3.2 Request for Service

- (A) Persons desiring a new service or an amendment to existing service under one of Pipeline's Rate Schedules set forth in Volume No. 1 of Pipeline's FERC Gas Tariff must be a LINK® System User pursuant to Section 2 of these General Terms and Conditions and must submit a request for service electronically via the LINK® System. Commencing January 1, 2006, persons submitting a bid for firm service under Rate Schedules CDS, FT-1, MLS-1, SCT, LLFT, VKFT, SS-1 and FSS-1 pursuant to Section 3.13 herein must submit the bid electronically via the LINK® System; until that date, such bids must be submitted as described in the applicable posting.
- (B) A request for a new service or an amendment to existing service shall contain the information specified in Pipeline's request for service form, which can be viewed on Pipeline's Web site, as such may be revised from time to time. Requests to amend existing service that will affect a Customer's financial obligations to Pipeline, without regard to the impact of any applicable discount or Negotiated Rates, are referred to as Billing Amendments. Requests to amend existing service that will not affect a Customer's financial obligations to Pipeline, without regard to the impact of any applicable discount or Negotiated Rates, are referred to as Non-Billing Amendments. A Customer requesting a new service or an amendment to existing service shall also provide the following to Pipeline:

*Effective Date: 09/01/2005    Status: Effective*

*FERC Docket: RP05-524-000*

**First Revised Sheet No. 514** First Revised Sheet No. 514 : Effective

Superseding: Original Sheet No. 514

GENERAL TERMS AND CONDITIONS

(Continued)

- (1) Either at the time of the request for new service or an amendment to existing service is submitted to Pipeline 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 3.3 below.
- (C) Persons desiring service under one of Pipeline's Rate Schedules TABS-1, TABS-2 or MBA are required to submit the information specified in Section 3.2(B) above to the extent applicable and necessary to effectuate such request for service.
- (D) If Customer does not submit the information required in Section 3.2(B) or 3.2(C) above within the required timeframes, the request for service shall be considered to be null and void. In addition, Pipeline shall reject any request for service created in the LINK® System by Customer, but not submitted to Pipeline within ninety (90) days of Customer's creation of such request.

Effective Date: 06/15/2009 Status: Effective

FERC Docket: RP09-591-000

**Second Revised Sheet No. 515** Second Revised Sheet No. 515

Superseding: First Revised Sheet No. 515

GENERAL TERMS AND CONDITIONS  
(Continued)

3.3 Credit Evaluation

- (A) Pipeline's acceptance of a request for new service or a request resulting in a Billing Amendment under any Rate Schedule set forth in Pipeline's FERC Gas Tariff is contingent upon Customer satisfying a credit appraisal by Pipeline. Pipeline shall apply, on a non-discriminatory basis, consistent financial evaluation standards to determine the acceptability of Customer's overall financial condition. Pipeline shall not use any criteria, formula, ranking system or other methodology that would give any preference or advantage to an affiliate of Pipeline. Such credit appraisal and any further or on-going credit appraisal as may be necessary shall be based upon the following information and criteria:
- (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. Pipeline 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 accordance with Section 3.3(A)(1) 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 XI 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 Pipeline, no delinquent balances should be outstanding for services provided previously by Pipeline 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.

GENERAL TERMS AND CONDITIONS  
(Continued)

- (B) Upon notification by Pipeline 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 Pipeline if it pays any outstanding balances due Pipeline for service rendered or has complied with Section 10.6 of the General Terms and Conditions with regard to such balances and elects to provide one of the following forms of security:

- (1) an advance deposit;
- (2) a standby irrevocable letter of credit, acceptable to Pipeline, issued by a financial institution that satisfies Pipeline's credit appraisal;
- (3) security interest in collateral found to be satisfactory to Pipeline; or
- (4) a guarantee, acceptable to Pipeline, by another person or entity which satisfies Pipeline's credit appraisal.

Pipeline shall provide such Customer with a written statement supporting Pipeline's request for the security amount requested at the time such security is requested. If Pipeline rejects the security provided by Customer in accordance with Section 3.3(B)(2)-(4) above, Pipeline 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, such security shall be calculated as follows:

- (i) For firm transportation or storage service, an amount equal to the three (3) highest Months' worth of reservation charges at the applicable maximum Recourse Rate during a contract year;
- (ii) For interruptible transportation or storage service, an amount equal to fifteen (15) Days of usage per Month for three (3) Months multiplied by the arithmetic average of the applicable commodity rate(s), multiplied by Customer's Maximum Daily Quantity;
- (iii) For Park and Loan service, the applicable maximum Park and Loan Daily Charge multiplied by Customer's Maximum Park Quantity or Maximum Loan Quantity, as applicable, plus the value of any quantity to be loaned to Customer;
- (iv) For Capacity Release Umbrella agreements, Pipeline 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 Pipeline's credit requirements at such time as Customer submits a bid to acquire released capacity pursuant to Section 3.14 of the General Terms and Conditions of this FERC Gas Tariff;
- (v) For other agreements (e.g., Market Balancing Aggregation, Operational Balancing Agreement, Transportation Aggregation Balancing Service), an estimated imbalance quantity of 5,000 Dth per Month for three (3) Months multiplied by the average of Pipeline's cashout prices for all Zones for the latest three (3) Months.

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, including cashout 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 Pipeline pursuant to this Section 3.3(B) must be received by Pipeline within ten (10) Business Days of Pipeline'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, including cashout 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 Pipeline's notification, and (ii) the security required by this Section 3.3(B) within thirty (30) Days of Pipeline's notification. If such advance payment or security is not received within the specified time period(s), then Pipeline may immediately suspend service, and may terminate Customer's service agreement(s) upon thirty (30) Days' notice to Customer and the Commission.

GENERAL TERMS AND CONDITIONS  
(Continued)

- (C) Once every twelve (12) Months, Customer shall provide Pipeline with updated financial information in the form required in Section 3.3(A) above. In addition, if Pipeline becomes aware that there may be a potentially material change in the financial condition of an existing Customer, Pipeline shall require Customer to promptly resubmit all of the financial information required in Section 3.3(A) above. Pipeline shall re-evaluate Customer's creditworthiness based upon the updated information provided by Customer pursuant to Section 3.3(A) above. If Customer's credit standing ceases to meet Pipeline's credit requirements at any time during the period of service, then Pipeline has the right to require security as specified in Section 3.3(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 Pipeline's credit appraisal at any time during the period of service, then Pipeline has the right to require Customer to provide replacement security that satisfies the requirements of Section 3.3(B) above.
- (D) In the event any information provided by Customer pursuant to Sections 3.2 and 3.3(A) 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 Pipeline. Pipeline shall require Customer to resubmit all of the financial information required in this Section 3.3 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. Pipeline shall re-evaluate Customer's creditworthiness based upon the updated information provided by Customer pursuant to this Section 3.3.

3.4 [Reserved for Future Use]

GENERAL TERMS AND CONDITIONS  
(Continued)

- 3.5 Neither a request for new service nor a request that would result in a Billing Amendment shall be deemed to have been received by Pipeline until Customer has submitted such request online via the LINK® System and Pipeline has received all of the information required or requested pursuant to Sections 3.2 and 3.3 herein. A request that would result in a Non-Billing Amendment shall be deemed to have been received on the date such request is submitted in the LINK® System. If Pipeline requests additional information or assurance in accordance with this Section 3.5, and such additional information or assurance is received within ten (10) Business Days of Pipeline's request, Customer's request for service shall be deemed to have been received on the date on which Customer's additional financial information is received by Pipeline; otherwise, Customer's request for service shall be deemed to be null and void. Such date a request is deemed to be received by Pipeline (hereinafter called Date of Request) shall be the date utilized by Pipeline for establishing priority in accordance with Section 4 herein.
- 3.6 Pipeline shall provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's Regulations and will not give shippers of its gathering affiliate undue preference over shippers of nonaffiliated gatherers or other Customers in scheduling, transportation, storage or curtailment priority. Pipeline shall not condition or tie its agreement to provide transportation service to an agreement by the producer, Customer, end-user, or shipper relating to any service by any gathering affiliate, any services by it on behalf of its gathering affiliate, or any services in which its gathering affiliate is involved. Customer shall make all necessary arrangements with other parties at or upstream of the Point(s) of Receipt where it tenders Gas to Pipeline for service, and such arrangements must be compatible with Pipeline's system operations. Such arrangements shall be coordinated with Pipeline.



Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-524-000

**Second Revised Sheet No. 518** Second Revised Sheet No. 518 : Effective

Superseding: Sub First Revised Sheet No. 518

GENERAL TERMS AND CONDITIONS

(Continued)

- 3.7 Pipeline 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 is made.
- 3.8 No request for service from a Point of Receipt or to a Point of Delivery shall be granted if to do so would impair Pipeline's ability to render services pursuant to Pipeline's firm service rate schedules.
- 3.9 Subject to the provisions of Section 3.8 herein, if Pipeline informs a party submitting a request for firm service that firm capacity is not available in the production area and a new gathering line or lateral facility would be necessary to provide requested capacity and the party requesting firm service agrees to pay all costs associated with construction and operation of such facilities, Pipeline will construct and operate such facilities subject to its ability to obtain all necessary permits and government approvals and subject to the conditions of the applicable firm rate schedule.
- 3.10 The Date of Request for such Customer's new Point(s) of Receipt and/or Point(s) of Delivery shall be the date on which Customer submits the fully completed request for such new Point(s) of Receipt and/or Point(s) of Delivery. However, requests for amendments to any service agreement or requests pursuant to Section 14.9 of the General Terms and Conditions to increase a daily quantity or change or add a new Point(s) of Receipt and/or Point(s) of Delivery will be considered a new request for purposes of complying with Section 3.5 herein, if such request would result in a Billing Amendment as defined in Section 3.2(B) above.

GENERAL TERMS AND CONDITIONS  
(Continued)

3.11 Allocation of Available Firm Capacity

- (A) Firm capacity that is or becomes available on Pipeline's system from time to time shall be allocated pursuant to the procedures set forth in this Section 3.11.
- (1) Subject to all requirements for requests for firm service in this Section 3 of the General Terms and Conditions, firm capacity will be allocated to that request(s) generating the highest net present value to Pipeline. Net present value will be determined based on the discounted cash flow of revenues to Pipeline produced, lost, or affected by the request(s) for service. In determining the highest net present value, Pipeline will consider objective criteria only. Such criteria may include, without limitation, the maximum contract quantity requested, the term of the service requested, the date on which the requested service would commence, and such other objective criteria available based on the requests for service received by Pipeline. The net present value evaluation shall include only revenues generated by the reservation rate component 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 making the determination of net present value, Pipeline shall apply the rate, as of the date of the review, stated in accordance with Section 154.501(d) of the Commission's regulations, to all bids.
  - (2) For requests for firm service with a term of less than 90 Days for which Pipeline determines capacity is available to satisfy any such request, Pipeline shall have the right, but shall not be obligated, to post on its LINK® system notice of request(s) for service received and prescribe a period of time ("open season") for receiving additional requests to be evaluated contemporaneously.
  - (3) For requests for firm service with a term equal to or greater than ninety (90) Days for which capacity is available to satisfy any such request, Pipeline shall conduct an open season for the purpose of receiving additional requests to be evaluated contemporaneously.
  - (4) To the maximum extent possible, Pipeline will attempt to structure any such open season posting pursuant to this Section 3.11(A) 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. Any open season pursuant to this Section 3.11(A) will be conducted to determine which Customer or potential Customer bid produces the highest net present value for the posted capacity. In the event Pipeline receives a request for firm service for a term of less than 90 Days and elects to award available capacity without conducting an open season, such request shall be deemed to have the highest net present value for purposes of this Section 3.11(A).

GENERAL TERMS AND CONDITIONS  
(Continued)

- (5) For any open season conducted pursuant to this Section 3.11(A), such open season shall be held for a minimum of (i) one (1) Business Day for service offerings with a term of less than 90 Days; or (ii) five (5) Business Days from the posting of the notice of request for service for the capacity or 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, for service offerings with a term of 90 Days or longer. In no event shall the open season be for a period greater than one (1) calendar month. All open seasons shall end at 2:00 p.m. CT not less than one (1) Business Day prior to the date service would be available. Any such posting shall, at a minimum, describe the service available, the date(s) that the service will be available, the duration for which the service will be available, the capacity path, any minimum terms and conditions, any other factors Pipeline shall consider in evaluating requests received during the open season, and any other rules applicable to the open season procedure.
- (6) Any Customer desiring to place a bid for any capacity posted pursuant to Section 3.11(A) (2) or Section 3.11(A) (3) must submit its bid as described in the applicable posting. Commencing January 1, 2006, such bid must be submitted online via the LINK® System.
- (7) In the event that Pipeline receives two (2) or more requests for service which produce an equivalent net present value, whether during an open season or otherwise, any available capacity will be allocated between or among such requests on a pro rata basis; provided, however, if one or more party(s) is offered capacity on a pro rata basis pursuant to this Section 3.11(A) and any party declines, by notifying Pipeline in writing, to contract for such capacity, such party's request shall be deemed null and void and the available capacity will be reallocated among such requests which produce an equivalent net present value. Commencing January 1, 2006, a party's notification to decline to enter into a contract for the capacity shall be submitted to Pipeline online via the LINK® System.
- (8) Pipeline shall post the winning request(s) and the method of evaluating such request(s) on the LINK® System within twenty-four (24) hours after the award of capacity.
- (9) In the event that the "best bid" is based upon a bid rate that is less than the applicable maximum tariff rate, Customer must submit a discount request online via the LINK® System and receive approval from Pipeline pursuant to the provisions of Section 28 of these General Terms and Conditions in order for the bid rate to become effective.

GENERAL TERMS AND CONDITIONS  
(Continued)

- (10) In addition to the procedures set forth in this Section 3.11(A), Pipeline shall have the right, but shall not be obligated, from time to time to hold open seasons for potential expansion projects or for available capacity for which no request has been received. During any such open season, Pipeline shall allocate the capacity subject to such open season on the basis of the highest net present value to Pipeline, as determined pursuant to the method described in Section 3.11(A)(1). In this connection, to the extent Pipeline has available unsubscribed capacity, Pipeline reserves the right, but shall not be obligated, to reserve such capacity for a future expansion open season provided that any such open season is conducted by the later of one (1) year from the date Pipeline posts such capacity as being reserved or the date such reserved capacity actually becomes available for use.
- (B) Pipeline will post available capacity before it provides such information to any potential Customer.
- (C) Pipeline reserves the right to reject any request for service (i) at less than maximum rate, (ii) which may detrimentally impact the operational integrity of Pipeline's system, (iii) which does not satisfy all the terms of a specific posting and/or (iv) which contains terms and conditions other than those contained in Pipeline's FERC Gas Tariff. If Pipeline rejects any request for available capacity posted pursuant to Section 3.11(B), Pipeline will notify Customer via e-mail of its reason(s) for such rejection.
- (D) All requests received during an open season remain binding on the requesting party through the end of the open season, unless withdrawn by the requesting party prior to the close of the open season; provided, however, a requesting party may withdraw its previous request and submit a request with a higher net present value during the open season, but neither the requesting party nor an affiliate thereof may submit a request with a lower net present value during the open season. At the end of the open season, all requests either withdrawn or not accepted shall be deemed null and void. If the winning bid is submitted by the requesting party and the requesting party has complied with the requirements of Sections 3.2 and 3.3 above, such winning bid shall be binding on the requesting party and a service agreement shall be executed pursuant to the requirements of Section 3.12 of these General Terms and Conditions; in the event Customer does not execute the service agreement as required by Section 3.12, Customer shall nonetheless be bound by the terms of its winning bid and the provisions of such service agreement as though it had been fully executed. In the event the winning bidder is not the requesting party, Pipeline shall automatically create a Request for Service on behalf of the winning bidder, and the winning bidder shall be required to comply with the provisions of this Section 3; if the winning bidder does not execute the service agreement as required by Section 3.12, such winning bidder shall nonetheless be bound by the terms of its winning bid and the provisions of such service agreement as though it had been fully executed. If Pipeline is unable to approve the winning bidder's Request for Service, the capacity shall be awarded to the party that submits the next highest bid for the posted capacity, subject to the requirements of Sections 3.2 and 3.3 above, unless, within one (1) Business Day of notification of the award of capacity, such party provides Pipeline with written notification that it rejects such award.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP10-53-000

**Second Revised Sheet No. 521A** Second Revised Sheet No. 521A

Superseding: Sub First Revised Sheet No. 521A

GENERAL TERMS AND CONDITIONS  
(Continued)

- (E) Prospective Sale of Available Capacity and Minimum Terms of Any Awards.

Unless otherwise agreed by Pipeline, 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 or an open season ends, as applicable pursuant to Section 3.11(A) (2) herein;
- (2) For service for a contract term of ninety (90) Days or more but less than one (1) year, Pipeline shall be obligated to hold an open season pursuant to Section 3.11(A) (3) above only if the requested service would commence no later than thirty (30) Days from the date the open season ends; and
- (3) For service for annual contract terms of one (1) year or longer, Pipeline shall be obligated to hold an open season pursuant to Section 3.11(A) (3) above only if the requested service would commence no later than six (6) Months from the date the open season ends.

In the event that Pipeline allows a variation from the schedule defined in this Section 3.11(E), the variation shall be detailed in the open season posting. In addition, unless otherwise agreed to by Pipeline, all awards of capacity pursuant to this Section 3.11(E) must be for continuous service at a constant MDQ at maximum rates for the entire term of the service. If Pipeline agrees to consider varying from the schedule described above by conducting an open season, then Pipeline is free to reject any bid that meets the minimum terms if the bid is for less than the contract term defined in the open season posting. Any deviations from this schedule or minimum terms shall only be done in a not unduly discriminatory manner consistent with Commission regulations.

GENERAL TERMS AND CONDITIONS  
(Continued)

3.12 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 3.12, by Customer and Pipeline following the completion of the open season process pursuant to Section 3.11 above and/or the completion of the approval process.
- (B) All interruptible service agreements, all interruptible service agreement amendments, 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 Pipeline; 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. A Service Agreement shall be executed and, if required to be executed in writing, returned to Pipeline, within fifteen (15) days of the later of (i) the determination of the winning bid in an open season, or (ii) the tender of a service agreement by Pipeline. In the event Customer fails to submit a valid nomination for transportation pursuant to an interruptible service agreement within ninety (90) days after the later of (a) the date service is to commence, (b) the date the service agreement is fully executed by Customer and Pipeline, or (c) the date that the facilities, if any, to be constructed are ready for service, the service agreement and the corresponding transportation request for service shall be considered null and void.
- (C) For each of Pipeline's firm Rate Schedules, the Service Agreement executed in writing or electronically via the LINK® System, as applicable, by Customer and Pipeline, the Exhibit(s) executed by Customer and Pipeline, the applicable rate schedule, the General Terms and Conditions of this FERC Gas Tariff, and any applicable negotiated rate or discount agreement will comprise the entire agreement between Customer and Pipeline.
- (D) For each of Pipeline's interruptible Rate Schedules, the Service Agreement executed electronically via the LINK® System by Customer and Pipeline, the Exhibit(s) executed by Customer and Pipeline, the applicable rate schedule, the General Terms and Conditions of this FERC Gas Tariff, and any applicable negotiated rate or discount agreement will comprise the entire agreement between Customer and Pipeline.

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: RP09-1088-000

**Second Revised Sheet No. 521B** Second Revised Sheet No. 521B

Superseding: First Revised Sheet No. 521B

GENERAL TERMS AND CONDITIONS  
(Continued)

3.12 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 3.12, by Customer and Pipeline following the completion of the open season process pursuant to Section 3.11 above and/or the completion of the approval process.
- (B) All interruptible service agreements, all interruptible service agreement amendments, 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 Pipeline; 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. A Service Agreement shall be executed and, if required to be executed in writing, returned to Pipeline, within fifteen (15) days of the later of (i) the determination of the winning bid in an open season, or (ii) the tender of a service agreement by Pipeline. In the event Customer fails to submit a valid nomination for transportation pursuant to an interruptible service agreement within ninety (90) days after the later of (a) the date service is to commence, (b) the date the service agreement is fully executed by Customer and Pipeline, or (c) the date that the facilities, if any, to be constructed are ready for service, the service agreement and the corresponding transportation request for service shall be considered null and void.
- (C) For each of Pipeline's firm Rate Schedules, the Service Agreement executed in writing or electronically via the LINK® System, as applicable, by Customer and Pipeline, the Multiple Shipper Option Agreement executed electronically via the LINK® System, as applicable, by Customer and Pipeline, the Exhibit(s) executed by Customer and Pipeline, the applicable rate schedule, the General Terms and Conditions of this FERC Gas Tariff, and any applicable negotiated rate or discount agreement will comprise the entire agreement between Customer and Pipeline.
- (D) For each of Pipeline's interruptible Rate Schedules, the Service Agreement executed electronically via the LINK® System by Customer and Pipeline, the Multiple Shipper Option Agreement executed electronically via the LINK® System by Customer and Pipeline, as applicable, the Exhibit(s) executed by Customer and Pipeline, the applicable rate schedule, the General Terms and Conditions of this FERC Gas Tariff, and any applicable negotiated rate or discount agreement will comprise the entire agreement between Customer and Pipeline.

Effective Date: 03/04/2003 Status: Effective

FERC Docket: RP00-535-009

**Sub First Revised Sheet No. 522** Sub First Revised Sheet No. 522 : Effective  
Superseding: Original Sheet No. 522

GENERAL TERMS & CONDITIONS  
(Continued)

3.13 Pregranted Abandonment and Right of First Refusal

- (A) Except as provided in Section 3.13 (B), Pipeline shall have all necessary abandonment authorizations under the Natural Gas Act upon the (i) expiration of the contractual term, or (ii) the partial reduction of service levels pursuant to either any contractual right for such reduction or a right of first refusal under Section 3.13 (B), or (iii) upon termination of the service agreement under an Open-access Rate Schedule.
- (B) (1) The following service agreements are not subject to pregranted abandonment and may be abandoned by Pipeline only upon receipt of Commission approval under Section 7(b) of the Natural Gas Act.



Effective Date: 03/08/2007 Status: Effective

FERC Docket: CP07- 20-001

**Second Revised Sheet No. 523** Second Revised Sheet No. 523 : Effective  
Superseding: First Revised Sheet No. 523

GENERAL TERMS AND CONDITIONS  
(Continued)

Company	Date of Original Agreement	End of Elected Primary Term	Restated Rate Schedule
Algonquin Gas Transmission	04/12/90	03/31/2006	FTS-8 **
Algonquin Gas Transmission	04/12/90	04/15/2000	FTS-7 *
Algonquin Gas Transmission	09/26/86	10/31/2009	FTS
Algonquin Gas Transmission	04/12/90	1/	IT-1 *, **
Algonquin Gas Transmission	04/12/90	11/01/1991	SS
Algonquin Gas Transmission	07/19/63	10/31/1984	X-52
Amoco Production	01/17/78	06/30/1998	X-88
Amoco Production	01/17/78	06/30/1998	X-89
Amoco Production	01/17/78	06/30/1998	X-90
Amoco Production	01/17/78	06/30/1998	X-91
Arkansas Louisiana Gas	03/18/80	1/	X-77
Arkansas Louisiana Gas	11/20/50		X-8
Bristol and Warren Gas Company	11/03/89	03/31/2012	FTS-5
Brooklyn Union Gas	04/12/90	1/	IT-1 *, **
Brooklyn Union Gas	04/12/90	03/31/2006	FTS-8 **
Brooklyn Union Gas	04/12/90	04/15/2000	FTS-7 *
Brooklyn Union Gas	10/27/86	10/31/2009	FTS
Brooklyn Union Gas	10/09/86	03/31/2002	FTS-2
Brooklyn Union Gas	12/01/88	12/01/2008	FTS-4
Brooklyn Union Gas	12/05/89	12/01/2008	FTS-4
Brooklyn Union Gas	04/12/90	10/31/2012	SS
Brooklyn Union Gas	07/17/86	10/31/2009	X-130
Carnegie Natural Gas Company	11/05/91	1/	IT-1 *
Central Hudson Gas & Electric	07/02/90	1/	IT-1 **
Central Hudson Gas & Electric	01/07/92	03/31/2012	FTS-5
Central Hudson Gas & Electric	07/20/90	03/31/2006	FTS-8
CNG Transmission	08/31/88	10/31/2008	X-135
CNG Transmission	06/14/91	10/31/2012	X-137
Colonial Gas Company	12/19/91	03/31/2012	FTS-5
Columbia and Columbia Gulf	10/01/75		X-78
Columbia and Consolidated	12/10/71		X-60
Columbia Gas Transmission	10/28/82	2/	X-121
Columbia Gas Transmission	09/29/86	10/31/2000	X-128
Columbia Gas Transmission	11/22/72		X-62
Columbia Gas Transmission	01/11/78		X-92
Columbia Gas Transmission	09/27/78	2/	X-95
Columbia Gas Transmission	12/11/78		X-96
Columbia Gulf Transmission	12/15/66		X-56
Columbia Gulf Transmission	07/30/79		X-98
Columbia, Consol, National Fuel	02/07/73		X-68

Effective Date: 03/08/2007 Status: Effective

FERC Docket: CP07- 20-001

**Second Revised Sheet No. 524** Second Revised Sheet No. 524 : Effective  
Superseding: First Revised Sheet No. 524

GENERAL TERMS AND CONDITIONS  
(Continued)

Company	Date of Original Agreement	End of Elected Primary Term	Restated Rate Schedule
Consolidated and Transco	02/15/74	05/21/1985	X-74
Consolidated Edison Company	10/31/88	1/	IT-1*
Consolidated Edison Company	10/31/88	04/15/2000	FTS-7*
Consolidated Edison Company	10/27/86	10/31/2009	FTS
Consolidated Gas Supply	02/25/65		X-54
Consolidated Gas Supply	10/19/73	3/	X-70
Consolidated Gas Supply	11/21/78		X-93
Consolidated System LNG	05/20/77	4/	X-86
El Paso Natural Gas	11/12/79	5/	X-101
Elizabethtown Gas Company	04/12/90	03/31/2006	FTS-8**
Elizabethtown Gas Company	04/12/90	1/	IT-1*, **
Elizabethtown Gas Company	04/12/90	04/15/2000	FTS-7*
Elizabethtown Gas Company	10/27/86	10/31/2009	FTS
Elizabethtown Gas Company	10/09/86	03/31/2002	FTS-2
Elizabethtown Gas Company	12/01/88	12/01/2008	FTS-4
Elizabethtown Gas Company	11/08/89	12/01/2009	FTS-4
Elizabethtown Gas Company	08/08/92	03/31/2012	FTS-5
Florida Gas Transmission	11/12/79	5/	X-104
Florida Gas Transmission	05/24/73		X-72
Hope Natural Gas Company	08/27/59	11/30/1979	X-43
Long Island Lighting Company	04/12/90	1/	IT-1**
Long Island Lighting Company	10/27/86	10/31/2009	FTS
Long Island Lighting Company	12/01/88	12/01/2008	FTS-4
Long Island Lighting Company	01/13/93	03/31/2012	FTS-5
Long Island Lighting Company	04/12/90	03/31/2006	FTS-8**
Michigan Wisconsin Pipeline	09/25/79	09/24/1994	X-109
Michigan Wisconsin Pipeline	09/25/79		X-110
Mississippi River Transmission	08/22/73		X-66
National Fuel Gas Supply	10/30/91	10/31/2010	X-136
National Gas & Oil Corp.	04/12/90	1/	IT-1*
Natural Gas Pipeline Co of Am	11/17/72		X-67
Natural Gas Pipeline Co of Am	12/22/76		X-84
Natural Gas Pipeline Co of Am	07/22/77	05/12/1993	X-85
New Jersey Natural Gas	06/11/90	03/31/2006	FTS-8**
New Jersey Natural Gas	06/11/90	1/	IT-1*, **
New Jersey Natural Gas	06/11/90	04/15/2000	FTS-7*
New Jersey Natural Gas	10/27/86	10/31/2009	FTS

Effective Date: 11/01/2007 Status: Effective

FERC Docket: RP08- 14-000

**Fourth Revised Sheet No. 525** Fourth Revised Sheet No. 525 : Effective  
Superseding: Third Revised Sheet No. 525

GENERAL TERMS AND CONDITIONS  
(Continued)

Company	Date of Original Agreement	End of Elected Primary Term	Restated Rate Schedule
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New Jersey Natural Gas	10/09/86	03/31/2002	FTS-2
New Jersey Natural Gas	11/08/89	12/01/2008	FTS-4
New Jersey Natural Gas	03/14/89	12/01/2008	FTS-4
New Jersey Natural Gas	01/13/93	03/31/2012	FTS-5
New Jersey Natural Gas	06/11/90	11/01/1991	SS
New Jersey Natural Gas	07/17/86	05/30/2000	X-127
New Jersey Natural Gas	07/17/86	10/31/2009	X-129
New York State Natural Gas	01/02/51		X-12
Northeast Energy Associates	07/16/91	03/31/2012	FTS-5
Northern Natural Gas	03/23/76	12/17/1994	X-80
Penn Fuel Gas, Inc.	01/13/93	03/31/2012	FTS-5
Philadelphia Electric Company	04/12/90	1/	IT-1*, **
Philadelphia Electric Company	04/12/90	04/15/2000	FTS-7*
Philadelphia Electric Company	06/12/89	03/31/2002	FTS-2
Philadelphia Electric Company	04/12/90	11/01/1991	SS
Philadelphia Gas Works	07/27/90	03/31/2006	FTS-8**
Philadelphia Gas Works	07/27/90	1/	IT-1*, **
Philadelphia Gas Works	07/27/90	04/15/2000	FTS-7*
Philadelphia Gas Works	10/16/86	03/31/2002	FTS-2
The Providence Gas Company	12/05/89	03/31/2012	FTS-5
Public Service Electric & Gas	08/22/86	03/31/2006	FTS-8**
Public Service Electric & Gas	08/22/86	1/	IT-1*, **
Public Service Electric & Gas	08/22/86	04/15/2000	FTS-7*
Public Service Electric & Gas	10/27/86	10/31/2009	FTS
Public Service Electric & Gas	10/09/86	03/31/2002	FTS-2
Public Service Electric & Gas	03/14/89	12/01/2008	FTS-4
Public Service Electric & Gas	11/15/89	03/31/2012	FTS-5
Public Service Electric & Gas	02/16/94	03/31/2012	FTS-5
Southern Connecticut Gas Company	01/13/93	03/31/2012	FTS-5
Southern Natural Gas	11/12/79	5/	X-103
Southern Natural Gas	07/21/77		X-38
Southern Natural Gas	07/21/77	2/	X-87
Tennessee Gas Pipeline	11/12/79	5/	X-100
Tennessee Gas Pipeline	10/08/79		X-111
Tennessee Gas Pipeline	11/24/82		X-126
Tennessee Gas Pipeline	07/30/74		X-65
Tennessee Gas Pipeline	10/17/74	02/28/1997	X-73

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP10-53-000

**Third Revised Sheet No. 526** Third Revised Sheet No. 526

Superseding: Second Revised Sheet No. 526

GENERAL TERMS AND CONDITIONS  
(Continued)

Company	Date of Original Agreement	End of Elected Primary Term	Restated Rate Schedule
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Texas Gas Transmission	06/25/81	6/	X-117
Texas Gas Transmission	09/23/71		X-64
Texas Gas Transmission	11/30/78	05/28/1993	X-94
Transcontinental Gas Pipe Line	11/12/79	5/	X-102
Transcontinental Gas Pipe Line	05/23/78		X-106
Transcontinental Gas Pipe Line	01/25/80	03/14/1988	X-132
Transcontinental Gas Pipe Line	12/08/53	11/15/1974	X-28
Transcontinental Gas Pipe Line	03/23/76	12/17/1994	X-79
Trunkline Gas Company	02/23/70		X-30
Trunkline Gas Company	04/20/72		X-63
UGI Utilities, Inc.	01/13/93	03/31/2012	FTS-5
Union Electric Company	07/27/90	1/	IT-1*
United Cities Gas Company	07/27/90	1/	IT-1 *, **
United Cities Gas Company	07/27/90	04/15/2000	FTS-7 *
United Gas Pipe Line	03/21/80	03/31/1985	X-120
United Gas Pipe line	08/01/85	04/11/1996	X-131
United Gas Pipeline	08/05/48		X-1
United Gas Pipeline	08/13/79	7/	X-107
United Gas Pipeline	12/19/69		X-57
United Gas Pipeline	03/29/54		X-6
United Gas Pipeline	08/23/74		X-75
Valley Gas Company	11/03/89	03/31/2012	FTS-5

Any agreement in which Pipeline has waived, in writing, its rights to pregranted abandonment

- 1/ Until canceled with prior written notice
- 2/ Initial delivery plus five years
- 3/ Initial delivery plus ten years
- 4/ 20 years after average deliveries reach 365 Mdth/Day
- 5/ Coincides with 11/8/79 Border Gas Sales Agreement
- 6/ Until canceled subject to specific circumstances
- 7/ Coincides with 4/18/77 Sea Robin transportation agreement for EI-333 Gas

\* Formerly Rate Schedule SS-2

\*\* Formerly Rate Schedule SS-3

GENERAL TERMS AND CONDITIONS  
(Continued)

- (2) If Customer satisfies the bid matching requirements of this Section 3.13(B), such Customer may retain its capacity with respect to any capacity under a Service Agreement which qualifies as a ROFR Agreement and which is to be unsubscribed as a result of (i) the expiration of the contracted term, (ii) the partial reduction of service levels, either pursuant to any contractual right for such reduction or pursuant to this Section 3.13(B), or (iii) the termination by either Customer or Pipeline of the service agreement, and continue to receive firm service under a new service agreement.
- (3) Eleven (11) Months prior to the effective date of the partial reduction pursuant to a ROFR Agreement or the termination of a ROFR Agreement, Pipeline shall post on the LINK® System and the Web site the following information:
  - (1) the specific quantity available under the service agreement to be terminated,
  - (2) Point(s) of Receipt and Point(s) of Delivery,
  - (3) the date of expiration,
  - (4) the current maximum rate applicable to the service agreement to be terminated.
- (4) Replacement Customers who desire service to be provided in whole or in part by the capacity posted pursuant to Section 3.13(B)(3) must submit bids for such capacity as described in the applicable posting no later than the last day of the fourth Month following the Month in which Pipeline posts an applicable notice pursuant to Section 3.13(B)(3); commencing January 1, 2006, such bids must be submitted online via the LINK® System. To be a valid bid, a bid must comply with the bid requirements set forth in Section 3.13(B)(5). At the close of such bidding period, Pipeline shall select among the valid bids the "best bid(s)", as determined pursuant to Section 3.13(B)(6), and shall relay the relevant terms of such "best bid(s)" to the Customer whose capacity has been posted pursuant to Section 3.13(B)(3) within 3 Business Days of the close of such bidding period. If Customer elects to match, as determined by Section 3.13(B)(7), the "best bid(s)", the Customer shall be entitled to retain its capacity and continue to receive firm service under a new service agreement which reflects the matching of the relevant contractual provisions of the "best bid(s)". If Customer does not match the "best bid(s)", then Customer's right of first refusal for the capacity shall terminate and Pipeline shall have all necessary abandonment authorization under the Natural Gas Act. In the event there is no "best bid(s)" for Customer to match, Section 3.13(B)(8) shall determine whether Customer shall be entitled to retain its capacity and continue to receive service.
- (5) To be a valid bid, the Replacement Customer must provide all information and data required by Sections 3.2 and 3.3 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS  
(Continued)

and for Pipeline may reject all bids which would require Pipeline to discount below a rate  
that discount period agreeable to Pipeline. In the event Pipeline agrees to accept a rate  
request is less than the applicable maximum tariff rate, Customer must submit a discount  
to online via the LINK® System and Pipeline must approve such request pursuant to the  
provisions of Section 28 of these General Terms and Conditions in order for such rate  
become effective.

Section (6) Pipeline shall review all bids from Replacement Customers received pursuant to  
"best 3.13(B) (4), which have not been rejected by Pipeline, to determine which bid is the  
which bid(s)". For purposes of this Section 3.13, the "best bid(s)" shall be the bid(s)  
calculated on yields to Pipeline the highest net present value. Net present value shall be  
that the basis of the present value of the Reservation Charge per unit to Pipeline except  
evaluation under a Negotiated Rate agreement with a minimum quantity, the net present value  
quantity. shall also include the fixed cost component of the usage revenue at the minimum  
the In making the determination of net present value Pipeline shall apply the rate, as of  
date of the review, stated in accordance with Section 154.501(d) of the Commission's  
regulations, to all bids.

thirty (7) Upon receipt from Pipeline of the "best bid(s)", Customer shall have the right for a  
willing to (30) day period in which to notify Pipeline in writing whether the Customer is  
the match the "best bid(s)" for the capacity in whole or in part, made available by (i)  
own termination of such service agreement, (ii) expiration of the contract term by its  
service terms, or (iii) partial reduction pursuant to contractual right or the reduction of  
notification level pursuant to a right of first refusal. Commencing January 1, 2006, such  
said must be submitted online via the LINK® System. Failure to notify Pipeline within  
match the thirty (30) day period constitutes a non-revocable waiver of Customer's right to  
order to "best bid(s)" and termination of the right of first refusal for the capacity. In  
contract match the "best bid(s)", Customer must agree to a rate up to the maximum rate and  
equivalent term that provide Pipeline with at least the same net present value, for an  
Customer(s); amount of capacity, as the valid "best bid(s)" submitted by the Replacement  
Pipeline provided, however, the maximum rate a Customer must match is the maximum rate the  
is can charge for delivery to the Customer's Point of Delivery under the Agreement which  
subject to the Customer's right to match the "best bid".

Pipeline (8) In the event Pipeline does not receive any bids pursuant to Section 3.13(B) (4) or  
discount rejects all bids received due to the fact that such bids were premised on rate  
levels or rate discount periods unacceptable to Pipeline, Pipeline and Customer may

mutually  
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agree upon the terms and conditions under which Customer shall be entitled to retain capacity and continue to receive service. In no event shall Pipeline and Customer upon terms which yield to Pipeline a net present value less than any bid received to Section 3.13(B)(4) and rejected by Pipeline and in no event shall Pipeline be to sell capacity at less than the maximum lawful price for such capacity. In the Pipeline and Customer have not reached agreement on the terms and conditions under service will be extended, at Customer's election, such election to be exercised prior date which is five Months before the termination date, Pipeline shall tender and shall execute within 20 days of receipt, a new service agreement reflecting service or part of the contractual quantity, so long as such Customer agrees to pay the rate; provided, however, if Pipeline and Customer mutually agree to a lower rate yields to Pipeline a net present value equal to or greater than any bid received Section 3.13(C) and rejected by Pipeline, the Customer does not have to pay the to retain the capacity.

the  
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refusal

(9) In the event Pipeline and Customer do not execute a new service agreement pursuant to provisions of this Section 3.13(B), Pipeline shall have all necessary pregranted authorization as to any part of the contractual quantity which is not covered by a service agreement. The new service agreement must meet all the requirements of the definition of ROFR Agreement for Customer to continue to have the right of first pursuant to Section 3.13(B).

GENERAL TERMS AND CONDITIONS  
(Continued)

- (C) Capacity which is not subject to the right of first refusal claim pursuant to this Section 3.13 shall be posted as available capacity on Pipeline's Website and shall be marketed in accordance with Section 3.11 of Pipeline's General Terms and Conditions.

3.14 Capacity Release

This Section 3.14 sets forth a firm capacity release mechanism pursuant to which existing Customers under any firm, Open-access, Part 284 service agreement can voluntarily release and assign all or part of their firm capacity rights to others that want to obtain that firm capacity by entering into a contract with Pipeline. Customers may release and assign their firm capacity on Pipeline under any firm, Open-access, Part 284 service agreement only under this Section 3.14 of Pipeline's General Terms and Conditions. This Section 3.14 is not applicable to any Customer whose service agreement has been executed pursuant to an individually certificated service. Pipeline will use an open bidding format and will post each Customer's offer to release capacity (herein called Customer's Notice) and all the bids against that Customer's Notice, except for the names of the parties. Bids are to be based on the Reservation Charge only, provided the Reservation Charge may be converted into a volumetric charge. The maximum rate for such volumetric releases is set forth on the Statement of Rates for each applicable rate schedule. For the purposes of bidding and awarding, any maximum and/or minimum rates specified by Releasing Customer shall include the tariff reservation rate and all demand surcharges, specified as a total number or as stated separately. For releases that become effective 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 Pipeline is notified of the release.

(A) Capacity Eligible For Release:

Pipeline's Customers under any firm, Open-access rate schedules are permitted to release their firm capacity in whole or in part as set forth in 3.14(J) herein, on a full Day or a partial Day basis, on a permanent or temporary basis, and on a recallable or non-recallable basis. Such Customer may propose an entity (herein called Prearranged Customer) to obtain its released capacity from Pipeline.

(B) Posting Requirements and Bid Periods for Releases Subject to Bidding:

The proposed duration of the Customer's release determines the minimum Bid Period for the Customer's Notice pursuant to this Section 3.14. The capacity release timeline is applicable to all parties involved in the capacity release process; however, the standard timelines are only applicable if (i) all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be credit worthy before the capacity release bid is tendered and (ii) there are no special terms or conditions of the release. These Bid Periods are as follows:



**Fourth Revised Sheet No. 530** Fourth Revised Sheet No. 530  
Superseding: Third Revised Sheet No. 530

GENERAL TERMS AND CONDITIONS  
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(1) For biddable releases of one (1) year or less

- Customer's Notice shall be tendered by 12:00 P.M. CT on a Business Day.
- the Bid Period shall end at 1:00 P.M. CT on the same Business Day or at 1:00 P.M. CT on any subsequent Business Day as specified in Customer's Notice, whichever is elected by Customer.
- The evaluation period begins at 1:00 P.M. CT 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 is posted if no match is required at 2:00 P.M. CT the same day.
- If the Prearranged Customer's bid is not the "best bid", Pipeline shall allow such Prearranged Customer a Matching Period of thirty (30) minutes from 2:00 P.M. CT until 2:30 P.M. CT on the day the Bid Period ends, or such later time as permitted by Customer's Notice, to determine whether to match the "best bid" and to notify Pipeline of its decision.
- If a match is required, Pipeline will post the award by 3:00 P.M. CT.
- Pipeline will issue a contract within one hour of the award posting (with a new contract number, when applicable).

Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 4 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Customer's Notice.

(2) For biddable releases of more than one (1) year

- Customer's Notice shall be tendered by 12:00 P.M. CT four Business Days before the award.
- the Bid Period shall end at 1:00 P.M. CT on the Business Day before timely nominations are due (open season is three Business Days) or at 1:00 P.M. CT on any subsequent Business Day as specified in Customer's Notice, whichever is elected by Customer.
- The evaluation period begins at 1:00 P.M. CT 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 is posted if no match is required at 2:00 P.M. CT the same day.
- If the Prearranged Customer's bid is not the "best bid", Pipeline shall allow such Prearranged Customer a Matching Period of thirty (30) minutes from 2:00 P.M. CT until 2:30 P.M. CT on the day the Bid Period ends, or such later time as permitted by Customer's Notice, to determine whether to match the "best bid" and to notify Pipeline of its decision.
- If a match is required, Pipeline will post the award by 3:00 P.M. CT.
- Pipeline will issue a contract within one hour of the award posting (with a new contract number, when applicable).

Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 4 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Customer's Notice.

*Effective Date: 11/16/2009    Status: Effective*

*FERC Docket: RP10-53-000*

**First Revised Sheet No. 530A** First Revised Sheet No. 530A

Superseding: Original Sheet No. 530A

GENERAL TERMS AND CONDITIONS  
(Continued)

(3) Timeline for non-standard releases

If Customer specifies a bid evaluation methodology other than those stated in Section 3.14(F) or any special terms or conditions, 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 3.14(B) (1) and 3.14(B) (2).

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP10-623-000

**First Rev Sixth Revised Sheet No. 531** First Rev Sixth Revised Sheet No. 531

Superseding: Sub Fifth Revised Sheet No. 531

GENERAL TERMS AND CONDITIONS  
(Continued)

(C) Releases Not Subject to Bidding

- (1) For releases that become effective on or after July 30, 2008, the following need not comply with the bidding requirements of this Section 3.14, but shall be subject to all other provisions of this Section 3.14:
- (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 tariff 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 of capacity to a marketer participating in a state-regulated 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 3.14(B) above, regardless of the proposed rate. Customer shall notify Pipeline of such non-biddable release by providing the information pursuant to Section 3.14(D)(1), which information will be posted on the LINK® System and by electronic data interchange as required by Section 3.14(D)(2).

- (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. CCT.

Evening Cycle:

Posting of prearranged deals not subject to bid are due by 5:00 P.M. CCT.

Intraday 1 Cycle:

Posting of prearranged deals not subject to bid are due by 9:00 A.M. CCT.

Intraday 2 Cycle:

Posting of prearranged deals not subject to bid are due by 4:00 P.M. CCT.

Prior to the nomination deadline for the chosen cycle for the begin date specified in the Customer Notice, the Prearranged Customer must initiate confirmation of prearranged deals electronically. Pipeline will issue a contract within one hour of the award posting (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 4 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Customer's Notice.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP10-623-000

**First Rev First Revised Sheet No. 531A** First Rev First Revised Sheet No. 531A  
Superseding: Second Sub Original Sheet No. 531A

GENERAL TERMS AND CONDITIONS  
(Continued)

- (3) 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 3.14, 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) days or less bidding exemption described in Section 3.14(C)(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 3.14(C)(1) above. All other provisions of this Section 3.14 shall apply, including Customer's obligations under Section 3.14(G)(2).
- (4) Notwithstanding the standard timelines specified in Section 3.14(C)(2) above, Pipeline 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.

GENERAL TERMS AND CONDITIONS  
(Continued)

(D) Notice Required by Customer and Pipeline:

(1) Customer's Notice

A firm Customer that wants to release any or all of its capacity must notify Pipeline via the LINK® System or, where applicable, by electronic data interchange pursuant to the timelines specified in Section 3.14(B) herein. Customer may elect not to reveal minimum conditions to anyone other than Pipeline. Such Customer's Notice shall provide the terms and conditions of the release as follows:

- (a) on a permanent or temporary basis,
- (b) on a recallable or non-recallable basis; and if recallable, (i) whether the recall rights are on a full Day or a partial Day basis, (ii) whether the Releasing Customer's recall notification must be provided exclusively on a Business Day, and (iii) any reput methods and rights associated with returning the previously recalled 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.
- (c) the Business Day the Bid Period will expire if the Customer desires to establish a Bid Period that is longer than Pipeline's default as outlined in Section 3.14(B) herein. The Customer will not be able to specify an extension of the original Bid Period or the prearranged deal Match Period without posting a new release.
- (d) the specific description including a numeric quantity of the capacity rights to be released at a specific location (e.g. station to station, meter to meter, by Zone or by portion thereof, or multiple Zone, single transaction). The basis for the released quantity shall be per Day for transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity, subject to the limitations described in Section 3.14(D)(3) below.
- (e) the Releasing Customer's service agreement number,
- (f) the period of time or term, including any objective, not unduly discriminatory right of recall,
- (g) any Prearranged Customer proposed to obtain released capacity under the rates, terms and conditions contained in the Customer's Notice, and whether such Prearranged Customer is affiliated with the Releasing Customer,
- (h) the minimum Reservation Charge, if any, or, if the Customer elects, the minimum Reservation Charge restated on a volumetric basis, or on a percentage basis of the maximum rate, or for a release on a volumetric basis the volumetric commitments, and/or any other minimum conditions. The Customer must state any rates equal to the number of decimal places in the stated rates per Pipeline's Rate Schedule. For releases that become effective on or after July 30, 2008, the Releasing Customer may specify a minimum Reservation Charge requirement 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 Pipeline is notified of the release.

GENERAL TERMS AND CONDITIONS  
(Continued)

- (i) For biddable releases, the bid evaluation method which shall be, at Customer's option, one of the following three standard evaluation methods: highest rate, net revenue or present value; or an alternative Customer defined bid evaluation method; provided, however, such alternative Customer defined bid evaluation method shall be applicable to all Replacement or Prearranged Customers, not unduly discriminatory and must be set forth with sufficient specificity that Pipeline'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 Pipeline; in addition, Customer must specify the Tie Break Method that Pipeline will apply to award capacity among multiple bids that yield the same value;
- (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 3.14(B) to satisfy or eliminate the contingency;
- (k) if Customer does not desire immediate posting of Customer's Notice or bids received, Customer shall provide the desired later posting date and time, insofar as it comports with Section 3.14(B),

GENERAL TERMS AND CONDITIONS  
(Continued)

- (l) expiration of Matching Period if Customer desires to establish a Matching Period that is longer than Pipeline's default as outlined in Section 3.14(B) herein,
- (m) any additional terms and conditions of releases that are objective and non-discriminatory (e.g. limiting re-releases, changing Point(s) of Delivery and/or Point(s) of Receipt, or indemnification agreement requirements.) Pipeline shall reject any Customer Notice that contains additional terms and conditions that are not consistent with the provisions of this FERC Gas Tariff.
- (n) the overlap priorities that Pipeline shall utilize pursuant to Section 30.1(c) in the event that overlapping nominations submitted by an original Releasing Customer and/or any Replacement Customer(s) that hold capacity derived from the original Releasing Customer (1) are in excess of the original Releasing Customer's contractual entitlements in any segment, and (2) have the same scheduling priority as determined pursuant to Section 30.6,
- (o) e-mail address for the Releasing Customer contact person. It is the Customer's responsibility to update e-mail address information provided to Pipeline as necessary,
- (p) the recall notification period(s), as identified in Section 3.14(D) (4) below, that will be available for use by the parties, and
- (q) 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 time period during which that obligation is in effect.

(2) Posting

Pipeline shall post offers and bids, including prearranged 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, Pipeline shall support such request insofar as it comports with the standard timeline set forth in Section 3.14(B). Any Customer's Notice will be posted on the LINK® System and by electronic data interchange until the expiration of the Bid Period, except for those Customers' Notices for capacity releases identified in Section 3.14(C) (1) above as not subject to competitive bidding, which shall not be subject to bidding but shall be posted on Pipeline's Internet Web site as soon as possible, but not later than the first nomination, after the release transaction commences. All terms and conditions of completed capacity release transactions will be posted on the LINK® System and, where applicable, by electronic data interchange in accordance with Section 2.2 of the General Terms and Conditions, including the names of the Customers involved in the capacity release transaction; however, Pipeline shall not post any minimum conditions that Customer has elected not to disclose. Pipeline, when requested by the Customer, may take other action to market any released capacity. The Customer may search for any party to take its capacity both before and after such capacity is posted on the LINK® System or, where applicable, by electronic data interchange. However, such capacity release shall not be consummated until after it is posted. Contracting is done directly with Pipeline.

**First Revised Sheet No. 533A** First Revised Sheet No. 533A  
Superseding: 2nd Sub 1st Rev Original Sheet No. 533A

GENERAL TERMS AND CONDITIONS  
(Continued)

- (3) Partial Day Release Quantity
  - (a) 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 Customer Notice submitted by the Releasing Customer; or
    - (ii) a quantity equal to the difference between the MDQ for the contract to be released by the Releasing Customer and the quantity scheduled for that period of the Day prior to the effective time of the release of the capacity, based upon the elapsed-prorated-scheduled quantity.

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

- (b) If on the Day of a partial Day release the Releasing Customer's existing scheduled quantity exceeds the MDQ remaining on the original contract after the award of the partial Day release, then the Releasing Customer must reduce its nominated quantity to a quantity that is equal to or less than the MDQ remaining on the original contract.



*Effective Date: 10/01/2002    Status: Effective*

*FERC Docket: RP02-494-004*

**Sub Original Sheet No. 533B** Sub Original Sheet No. 533B :    Effective

This sheet was previously issued,  
but is now reserved for future use.

**Fourth Revised Sheet No. 534** Fourth Revised Sheet No. 534  
Superseding: Third Revised Sheet No. 534

GENERAL TERMS AND CONDITIONS  
(Continued)

(4) Recall Provisions

Releasing Customer's rights to recall capacity on a full Day or partial Day basis shall be stated clearly in Customer's Notice. Purchase of Gas by a Releasing Customer from a Replacement Customer at the Releasing Customer's city gate point(s) shall not be deemed to be the exercise of a recall by the Releasing Customer.

The Releasing Customer shall provide capacity recall notification to Pipeline 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.

Pipeline 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 should provide notice of such recall to Pipeline and the first Replacement Customer no later than 8:00 A.M. CCT on the day that Timely Nominations are due;
  - (b) Pipeline 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 should provide notice of such recall to Pipeline and the first Replacement Customer no later than 3:00 P.M. CCT on the day that Evening Nominations are due;
  - (b) Pipeline 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 should provide notice of such recall to Pipeline and the first Replacement Customer no later than 5:00 P.M. CCT on the day that Evening Nominations are due;
  - (b) Pipeline 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 should provide notice of such recall to Pipeline and the first Replacement Customer no later than 7:00 A.M. CCT on the day that Intraday 1 Nominations are due;
  - (b) Pipeline 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 should provide notice of such recall to Pipeline and the first Replacement Customer no later than 2:30 P.M. CCT on the day that Intraday 2 Nominations are due;
  - (b) Pipeline 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.

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-70-000

**Second Revised Sheet No. 534A** Second Revised Sheet No. 534A

Superseding: First Revised Sheet No. 534A

GENERAL TERMS AND CONDITIONS  
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For recall notification provided to Pipeline prior to the recall notification deadline specified above and received between 7:00 A.M. CCT and 5:00 P.M. CCT, Pipeline shall provide notification to all affected Replacement Customers no later than one hour after receipt of such recall notification. For recall notification provided to Pipeline after 5:00 P.M. CCT and prior to 7:00 A.M. CCT, Pipeline shall provide notification to all affected Replacement Customers no later than 8:00 A.M. CCT after receipt of such recall notification.

Pipeline'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 3.14(G) (3) 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 Pipeline, 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 and/or storage 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 Section 4.1(F) of these General Terms and Conditions.

For recall notifications provided to Pipeline 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.

*Effective Date: 07/01/2003    Status: Effective*

*FERC Docket: RP03-438-001*

**Sub Original Sheet No. 534B** Sub Original Sheet No. 534B :    Effective

This sheet was previously issued,  
but is now reserved for future use

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP10-53-000

**Second Revised Sheet No. 534C** Second Revised Sheet No. 534C

Superseding: First Revised Sheet No. 534C

GENERAL TERMS AND CONDITIONS  
(Continued)

(5) 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:

- (i) The quantity specified in the Releasing Customer's notice to recall capacity; or
- (ii) The difference between the quantity released by the Releasing Customer and the Elapsed Prorata Capacity.

In the recall notification provided to Pipeline 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 an intra-day capacity recall, Pipeline shall determine the allocation of capacity between the Releasing Customer and the Replacement Customer(s) based upon the Elapsed Prorata Capacity.

The amount of capacity allocated to the Replacement Customer(s) shall equal the original released quantity less the recalled capacity. 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, Pipeline shall not be obligated to deliver a combined quantity to the Releasing Customer and the Replacement Customer(s) that is in excess of the total daily contract quantity of the release.

(6) Reput Provisions

Pipeline 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 Notice to release capacity, as required by Section 3.14(D)(1)(b) above. When capacity is recalled, such capacity may not be reput for the same Gas Day. The deadline for the Releasing Customer to notify Pipeline 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.

GENERAL TERMS AND CONDITIONS  
(Continued)

(E) Allocation of Released Capacity:

Pipeline shall select the "best bid" as defined in Section 3.14(F) from among the bids received. If multiple bids meeting minimum conditions have been submitted, bids shall be awarded, best bid first, until all offered capacity is awarded.

- (1) If there is only one valid bid, Pipeline 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, Pipeline shall award the capacity to the bidder whose bid yields the highest value based on the bid evaluation method specified in Customer's Notice, 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), Pipeline shall award the capacity according to the method specified in 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, Pipeline 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, Pipeline shall use a discount rate of ten (10) percent.
- (4) In the event both a contingent bid and a non-contingent bid meet the minimum conditions stated in Section 3.14(D) (1) (h) and generate the "best bid", Pipeline shall reject the contingent bid, even if the bid with no contingency was received later in time.
- (5) 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 3.14(B) or in the Customer's Notice, as applicable, and shall confirm to Pipeline via e-mail to [link-help@spectraenergy.com](mailto: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 (5), the capacity will be awarded to the next highest bidder(s) as determined pursuant to this Section 3.14(E).

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(F) "Best Bid":

For releases that become effective on or after July 30, 2008, potential Replacement or Prearranged 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 Pipeline is notified of the release. Such rate will be utilized in the determination of the "best bid."

The "best bid" shall be determined in accordance with the bid evaluation method specified by the Customer pursuant to Section 3.14(D)(1)(i). However, Pipeline shall reject any bid which does not meet the minimum term or any other minimum specifications set forth in Customer's Notice. If pursuant to Section 3.14(D)(1)(h) Customer states the minimum Reservation Charge on a percentage basis of the maximum rate, bids shall be received on a percentage basis of the maximum rate. For all releases, the usage portion of the rates is determined by the Pipeline and the Replacement or Prearranged Customer and as such will not be taken into consideration when determining the "best bid". In addition, Pipeline shall reject any bid that contains contingent provisions that are inconsistent with the provisions of this FERC Gas Tariff.

In the event that Prearranged Customer desires to exercise its right to match the "best bid," Prearranged Customer must notify Pipeline via the LINK® System.

Pipeline shall not award capacity release offers to the Replacement Customer until and unless the Replacement Customer meets Pipeline's creditworthiness requirements applicable to all services it receives from Pipeline, including the service represented by the capacity release.

(G) Obligations of All Parties:

(1) Obligation of Pipeline

Pipeline will be required pursuant to Section 2 of the General Terms and Conditions to provide the LINK® System for access by Customers, Replacement Customers or Prearranged Customers participating in this Section 3.14 and to otherwise comply with the provisions of this section. If the Replacement or Prearranged Customer satisfies the Pipeline's applicable tariff provisions governing Customer eligibility and its bid is accepted by Pipeline, Pipeline shall notify a Customer in accordance with the notification requirements specified in Section 3.14(N) of these General Terms and Conditions in the event such Replacement or Prearranged Customer fails to pay part or all of the amount of any bill for service provided when such amount is due in accordance with Section 10 of the General Terms and Conditions. Pipeline will tender an appropriate Addendum to the Capacity Release Umbrella Agreement, a Form of Service Agreement of which is contained in this FERC Gas Tariff, to the Replacement or Prearranged Customer. Pipeline will notify the 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 to the Replacement Customer. In those instances when the Commission determines that Pipeline charged more than the just and reasonable rate and requires

GENERAL TERMS AND CONDITIONS  
(Continued)

refunds, Pipeline will work out refunds with and among the various parties with whom it dealt in the capacity release situation, and pending such resolution with the various parties shall deposit such refunds in an escrow account.

(2) Obligations of Customer

The service agreement of the Customer will remain in full force and effect, with a portion of the proceeds attributable to any release credited to the existing Customer's bill as provided in Section 3.14(H). The Customer shall remain ultimately liable to Pipeline for all Reservation Charges and Reservation Surcharges under the terms of its service agreement with Pipeline. Under Negotiated Rate agreements, the Releasing Customer is obligated to pay the Pipeline the difference by which the Negotiated Rate exceeds the rate paid by the Replacement Customer. Under Negotiated Rate agreements, Pipeline and the Releasing Customer may agree upon payment obligations and crediting mechanisms which vary from or are different from those set forth in Pipeline's capacity release provisions. However, no new obligation or liability is created as a result of such assignments of the rights and obligations under the service agreement.

If Pipeline waives any credit requirements for a Prearranged Customer or a Replacement Customer, Pipeline shall limit the liability of the Customer to the extent of such credit waiver, unless Customer agrees to the waiver. To the extent Pipeline does not require continuing assurances of creditworthiness under Section 3.5 of the General Terms and Conditions for Prearranged Customers or Replacement Customers any less than it does its Customer, Customer continues to be liable.

For Customers under Rate Schedule SS-1 who elect, under Section 2.5 of Rate Schedule SS-1, to convert all or a portion of their service to service under Rate Schedule FT-1 and FSS-1 for the duration of the capacity release, such SS-1 Customer shall be liable for all Reservation Charges and reservation surcharges, attributable to such released quantity. The Replacement or Prearranged Customer shall be liable to Pipeline for all charges incurred by such Replacement or Prearranged Customer, such as the Usage Charge(s), volumetric surcharges, Overrun Charges, Excess Charges, imbalances or other volumetric costs. In the event there is a permanent release of Customer's capacity pursuant to Section 3.14(O) of these General Terms and Conditions, Pipeline will agree to discharge the Customer of liability, on a prospective basis, in whole or in part.

Any Customer retaining the right of recall must provide notification via the LINK® System to Pipeline in accordance with the notice requirements set forth in Section 3.14(D) (4) herein, provided such recall conforms to the recall terms of such Customer's Notice and such recall does not constitute a waiver or modification of Section 4 of Pipeline's General Terms and Conditions. Any Customer may exercise a right of recall, subject to the provisions herein, in the event a Replacement or Prearranged Customer fails to pay part or all of the



GENERAL TERMS AND CONDITIONS  
(Continued)

amount of any bill for service provided when such amount is due in accordance with Section 10 of the General Terms and Conditions. Any Customer will have the right to withdraw its Customer's Notice any time prior to the close of the Bid Period associated with such Customer's Notice, provided the withdrawal of such Customer's Notice must be solely in order to remedy an unanticipated need for such capacity and provided that no bid meeting the minimum conditions specified by Customer pursuant to Section 3.14(D)(1)(h) has been made. The Customer's Notice will be legally binding on Customer until written or electronic notice of withdrawal is received by Pipeline. The reason for withdrawal must be submitted to Pipeline for posting.

(3) Obligations of Replacement or Prearranged Customers

- (a) Replacement and Prearranged Customers must be on Pipeline's approved bidder list before bids may be posted on the LINK® System. To be on the approved bidders list, the Replacement or Prearranged Customer must have an executed Capacity Release Umbrella Agreement, and must satisfy Pipeline's credit requirements as outlined in Section 3.3 of Pipeline's General Terms and Conditions at the time of any bid. In addition, the Replacement or Prearranged Customer must provide the information required by Section 3.2 of the General Terms and Conditions. Pipeline will waive the creditworthiness requirement on a non-discriminatory basis for Replacement and Prearranged Customers and permit them to submit bids, if the Releasing Customer provides Pipeline with a guarantee or other form of credit assurance in form and substance satisfactory to Pipeline of all financial obligations of the Replacement or Prearranged Customer with respect to the capacity being released by Releasing Customer prior to the commencement of service to the Replacement or Prearranged Customer. Such credit appraisal shall be reevaluated and updated as outlined in Section 3.4(C). The Replacement or Prearranged Customer shall remain on the approved bidders list until such Replacement or Prearranged Customer notifies Pipeline to the contrary, no longer meets the credit qualifications established in Section 3.3 of the General Terms and Conditions, or 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 10 of the General Terms and Conditions. The Replacement or Prearranged Customer must satisfy all other Pipeline tariff provisions governing Customer eligibility before it may contract with Pipeline for the released capacity.

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(Continued)

(4) Obligations Related to Storage Releases

- (a) The Releasing Customer's Notice to release storage capacity under Rate Schedules SS-1 or FSS-1 must specify the MSQ, MDIQ and MDWQ offered for release. In addition, the Releasing Customer's Notice may include conditions concerning the sale and/or repurchase of gas in storage inventory outside 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. The Releasing Customer shall be responsible for ensuring that such storage capacity and the corresponding ability to inject/withdraw Gas up to the Maximum Storage Quantity released will be available upon the commencement of the release. In the event of a transfer of Storage Inventory subsequent to the award of capacity to the Replacement Customer(s), the Releasing and Replacement Customers shall submit the required information via the LINK® System to effectuate the transfer of the Storage Inventory quantity to the Replacement Customer(s). Such information shall include, at a minimum, the identification of the storage service agreements involved in the transfer, the quantity to be transferred, and the effective date of the transfer. The proposed transfer must be confirmed by the Customer to whom the Storage Inventory is to be transferred. Unless other arrangements are agreed upon by Pipeline and the Releasing Customer, any portion of the Releasing Customer's Storage Inventory which must be withdrawn in order to effectuate the release, not withdrawn or transferred from storage inventory within three (3) Business Days of the effective date of the release shall be cashed out via a payment by Pipeline to the Releasing Customer based on the average of the lowest weekly Spot Index Prices for the four Access Area Zones, as determined pursuant to Section 8.5(C)(3) of these General Terms and Conditions, for the thirty (30) Day period immediately preceding the effective date of the release.
- (b) The Replacement Customer under Rate Schedule SS-1 or FSS-1 shall be responsible for arranging transportation to and from Point(s) of Receipt and Point(s) of Delivery consistent with its rights and obligations under its service agreement and Rate Schedule SS-1 or FSS-1. The Replacement Customer under Rate Schedule SS-1 or FSS-1 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.
- (c) Except as otherwise specified in the Releasing Customer's Notice, the Replacement Customer shall be required to withdraw its Storage Inventory by the end of the term of the applicable release transaction. If the Replacement Customer elects to transfer all or a portion of its Storage Inventory to another storage service Customer in lieu of withdrawing such Storage Inventory, the Replacement Customer and the Customer to whom the Storage Inventory is to be transferred must submit the information necessary to effectuate such transfer via the LINK® System within three (3) Business Days after the end of the term of the applicable release transaction. Such information shall include, at a minimum, the identification of the storage service agreements involved in the transfer, the quantity to be transferred, and the effective date of the transfer. In lieu of transferring its Storage Inventory to another storage service Customer, the Replacement Customer may transfer all or a portion of its Storage Inventory to another of its Open-Access storage service agreements, provided that no portion of the term of the agreements involved in the transfer overlap, by submitting the required information via the LINK® System within three (3) Business Days after the end of the term of the applicable release transaction. The proposed transfer must be confirmed by the Customer to whom the Storage Inventory is to be transferred.

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-70-001

**Sub Original Sheet No. 537B** Sub Original Sheet No. 537B

Superseding: Original Sheet No. 537B

GENERAL TERMS AND CONDITIONS  
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- (d) In the event that a Releasing Customer submits a notice of recall pursuant to Section 3.14(D)(4) of these General Terms and Conditions, Pipeline shall provide a notice of such recall to all affected Replacement Customers as required by Section 3.14(D)(4) of these General Terms and Conditions; such notice will describe the actions required to be taken by the Releasing Customer and all affected Replacement Customer(s) pursuant to this Section 3.14(G)(4). When capacity is recalled by a Releasing Customer, the affected Replacement Customer(s) will be required to transfer any remaining Storage Inventory to another Customer, except as otherwise specified in the Releasing Customer's Notice; the affected Replacement Customer and the Customer to whom the Storage Inventory is to be transferred must submit the information necessary to effectuate such transfer via the LINK® System within three (3) Business Days after the effective date of the recall. Such information shall include, at a minimum, the identification of the storage service agreements involved in the transfer, the quantity to be transferred, and the effective date of the transfer. In lieu of transferring its Storage Inventory to another storage service Customer, the Replacement Customer may transfer all or a portion of its Storage Inventory to another of its Open-Access storage service agreements, provided that no portion of the term of the agreements involved in the transfer overlap, by submitting the required information via the LINK® System within three (3) Business Days after the effective date of the recall of the applicable release transaction. The proposed transfer must be confirmed by the Customer to whom the Storage Inventory is to be transferred.

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(Continued)

- (b) Any bid submitted for released capacity pursuant to Section 3.14(B) may state that its acceptance is contingent; provided, the Customer's Notice allows the submission of contingent bids pursuant to Section 3.14(D) (1) (j). Any Replacement Customer may make an upward revision to or withdraw its bid during the Bid Period through the LINK® System or, where applicable, through electronic data interchange; provided, Pipeline will allow any Prearranged Customer to match, in accordance with Section 3.14(B), the "best bid" after the close of the Bid Period; however, if Replacement Customer submits more than one bid for the same capacity, the lower bid will automatically expire. Replacement Customer shall not have the opportunity to use its ability to withdraw its bid in order to submit a lower bid. Bids will be legally binding on the Replacement or Prearranged Customer until electronic notice of withdrawal is received by the Pipeline, provided, however bids cannot be withdrawn after the Bid Period ends. Any bid submitted will legally bind the Replacement or Prearranged Customer to the terms of the bid if Pipeline chooses such bid as the "best bid". Any bid submitted by a Replacement or Prearranged Customer shall include an e-mail address for at least one contact person and it is the Customer's responsibility to update e-mail address information provided to Pipeline as necessary.
- (c) Once the Replacement or Prearranged Customer is provided with an Addendum to the Capacity Release Umbrella Agreement with Pipeline, the Replacement or Prearranged Customer becomes an existing Customer like any other Customer and is subject to the applicable provisions of Pipeline's FERC Gas Tariff, including but not limited to Pipeline's billing and payment and operational provisions. In addition, the Replacement or Prearranged Customer as an existing Customer may also release its capacity pursuant to this section, including capacity release under this Section 3.14, subject to the re-release rights specified by Releasing Customer pursuant to Section 3.14(D) (1) (m) above.

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(Continued)

(e) Unless other arrangements are agreed upon by Pipeline and the Replacement Customer, any portion of the Replacement Customer's Storage Inventory not withdrawn or transferred as specified in this Section 3.14(G)(4) shall be cashed out via a payment by Pipeline to the Replacement Customer based on the average of the lowest weekly Spot Index Prices for the four Access Area Zones, as determined pursuant to Section 8.5(C)(3) of these General Terms and Conditions, during the last thirty (30) Days of the term of the release transaction, or such shorter time period if (i) the term of the release transaction is less than thirty (30) Days, or (ii) the Replacement Customer was unable to utilize its replacement contract for the full term of such replacement contract due to a recall of the capacity by the Releasing Customer.

(H) Billing:

- (1) Pipeline will bill the Customer releasing capacity the amount it is obligated to pay Pipeline for (1) Reservation Charges, reservation surcharges, other fixed costs and (2) Usage Charge(s), volumetric surcharges, Overrun Charges, Excess Charges, imbalances and/or other volumetric costs attributable to any capacity retained by such Customer and Pipeline shall credit the bill of the Customer releasing capacity an amount equal to the Reservation Charges, surcharges and/or other fixed cost attributable to capacity rights released by such Customer, (hereinafter called "Credit Back"); provided, however, Pipeline shall have the right to reverse such Credit Back and to charge applicable carrying charges calculated in accordance with Section 154.501(d) of the Commission's Regulations to the Customer in the event Pipeline is not paid such charges for the released capacity.
- (2) Notwithstanding the foregoing, Pipeline shall be entitled to retain an agreed upon amount of any applicable Credit Back to be credited to a Customer when Pipeline, at the request of Customer and upon reaching an agreement with Customer therefore, takes other action to market such Customer's released capacity beyond posting the information on the LINK® System and through electronic data interchange and locates the Replacement Customer. Pipeline will not be compensated if it does not locate the Replacement Customer, such as where the Customer has a prearranged deal or where a Replacement Customer accepts a posted Customer's Notice without Pipeline actively marketing that released capacity.
- (3) 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 release is on or before one (1) year from the date on which Pipeline was notified of the release.

(I) Capacity Assignment:

Once the conditions of this FERC Gas Tariff are met and the terms and conditions specified in the Customer's Notice are met, Replacement or Prearranged Customer and Pipeline will tender an applicable Addendum to the Capacity Release Umbrella Agreement and the Replacement or Prearranged Customer will be considered as any other existing Customer on Pipeline's system, subject to the re-release rights specified by Releasing Customer pursuant to Section 3.14(D)(1)(m) above.

**Third Revised Sheet No. 538A** Third Revised Sheet No. 538A  
Superseding: Second Revised Sheet No. 538A

GENERAL TERMS AND CONDITIONS  
(Continued)

(J) Release of Discrete Packages:

In addition to releasing a portion of all capacity rights under a firm service agreement under Rate Schedules CDS, FT-1, MLS-1, SS-1, FSS-1 and SCT, capacity rights under Rate Schedules CDS, FT-1, MLS-1 and SCT may be released in discrete packages representing all or a fraction of the firm capacity rights of the service agreement in any segment of Pipeline's system, subject to the requirement that the release or multiple releases do not increase the total contractual entitlements (including, without limitation, the MDQ, MDRO or MDDO) above the contractual entitlements of the original firm service agreement in any segment or at any point. The right to segment is subject to the requirement that aggregate Quantities of Gas received, transported or delivered under a Customer's service agreement, and, if such service agreement is the result of capacity release, the aggregate Quantities of Gas received, transported or delivered by all other Customers utilizing capacity rights derived from the original firm service agreement, shall not exceed the contractual entitlements under such original firm service agreement in any segment. In addition to releasing a portion of all capacity rights under a firm service agreement under Rate Schedules LLFT and VKFT capacity rights under Rate Schedules LLFT and VKFT may be released in discrete packages representing all or a fraction of the firm capacity rights of the service agreement.

Capacity under Rate Schedule SS-1 may be released as a bundled transportation and storage service or separately released as discrete transportation and storage components under Rate Schedules FT-1 and FSS-1, respectively. For purposes of determining the maximum and minimum Reservation Charge rates which may be bid on discrete packages, the maximum and minimum rates shall be determined by reference to Section 3.2 or 3.3 of the applicable Rate Schedule, as applicable, to the proposed capacity release. The Reservation Charge rate shall include the specified Reservation Charge rate and any applicable surcharges.

GENERAL TERMS AND CONDITIONS  
(Continued)

(K) Uncommitted Capacity:

Pipeline will post on the LINK® System and the Web site its available uncommitted firm or interruptible capacity, and the terms and conditions applicable to such capacity. Replacement Customers may elect, at their discretion, to contract for Pipeline's uncommitted firm capacity, the released capacity or interruptible capacity.

(L) [Reserved for Future Use]

(M) Pipeline's Rights to Terminate Temporary Capacity Releases:

- (1) In the event of a temporary release for which (a) Pipeline has given notice of termination of the Releasing Customer's contract because the Releasing Customer no longer satisfies Pipeline's credit requirements as outlined in Section 3.3 of Pipeline's General Terms and Conditions and (b) 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 Pipeline (or, if the Releasing Customer is paying a Negotiated Rate, the total of all reservation-type and commodity-type charges), then Pipeline 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 one of the following: (i) the reservation and commodity charges at levels which the Releasing Customer was obligated to pay Pipeline, (ii) the applicable maximum tariff rate, or (iii) such rate as mutually agreed to by Pipeline and Replacement or Prearranged Customer. Replacement or Prearranged Customer may elect to pay the lesser of the foregoing three options. If the subject release was a segmented release, Pipeline shall not be required to permit Replacement or Prearranged Customer to retain its geographic segment of capacity, and may require Replacement or Prearranged Customer to pay for the full capacity path of the defaulting Releasing Customer at the lower of the rate the defaulting Releasing Customer paid or the applicable maximum tariff rate. Pipeline's right to terminate the Addendum is subject to Pipeline providing written notice of termination to the Replacement or Prearranged Customer within 60 Days of the determination by Pipeline that the Releasing Customer no longer satisfies Pipeline's credit requirements. Termination of the Addendum shall not occur prior to termination of the Releasing Customer's contract.

**Fourth Revised Sheet No. 539A** Fourth Revised Sheet No. 539A  
Superseding: Third Revised Sheet No. 539A

GENERAL TERMS AND CONDITIONS  
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- (2) In the event that a Customer has received 30 Days' notice of termination of the Addendum to Customer's Capacity Release Umbrella Agreement pursuant to Section 3.14(M)(1) above for storage service and there is Gas in storage for Customer's account at the end of such 30-Day period, the Addendum shall continue in force and effect for the sole purpose of withdrawal and delivery of said Gas to Customer until Customer's Storage Inventory is zero. Pipeline shall require Customer to withdraw each Day a quantity equal to the MDWQ, or such other lesser quantity acceptable to Pipeline. The requirement to withdraw storage quantities shall be suspended on any Day to the extent that Pipeline cannot accommodate a nomination to withdraw such storage quantities on such Day. Customer may also transfer title of Gas remaining in Storage Inventory to another Customer pursuant to Section 5.2 of Rate Schedules SS-1, FSS-1, and ISS-1, provided such other Customer has an executed service agreement under Rate Schedule SS-1, FSS-1, or ISS-1 and that such transfer does not cause such other Customer to exceed its MSQ specified in such service agreement. In the event Customer fails to withdraw its entire Storage Inventory within the time required by this section, Pipeline shall auction any remaining Storage Inventory and credit the proceeds of such sale to Customer, net of withdrawal charges and fuel, if applicable. Such sale shall be held pursuant to the auction procedure in Section 8.7 of these General Terms and Conditions. Customer shall indemnify Pipeline 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 Pipeline.

(N) Notices to Releasing Customers:

Pipeline shall provide the original Releasing Customer with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Pipeline 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 Pipeline'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 Pipeline's tariff.

(O) Permanent Capacity Releases:

To the extent that any Customer desires to release all or any part of its firm rights under an Open-access Rate Schedule on a permanent basis, the procedures specified in this Section 3.14 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 3.3 herein. For any permanent capacity release, the minimum bid acceptable to Pipeline shall be a bid for the remainder of the term of Customer's service agreement at the rate(s) Customer is obligated to pay Pipeline for the capacity to be permanently released. Pipeline 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 Pipeline, Pipeline shall notify Customer via e-mail and shall include in the notification the reasons for such denial.



Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-70-000

**First Revised Sheet No. 539B** First Revised Sheet No. 539B

Superseding: Original Sheet No. 539B

GENERAL TERMS AND CONDITIONS  
(Continued)

(P) Capacity Request Notice:

Any party desiring to acquire firm capacity pursuant to this Section 3.14 must submit the following information to Pipeline via e-mail to link-help@spectraenergy.com:

- (1) the Replacement Customer's name and contact information;
- (2) the Maximum Daily Quantity desired for transportation service, or the Maximum Storage Quantity, Maximum Daily Injection Quantity and Maximum Daily Withdrawal Quantity for storage service, as applicable;
- (3) the desired commencement date and term of the service;
- (4) the desired primary receipt and delivery points and the associated Maximum Daily Receipt Obligation and Maximum Daily Delivery Obligation for the service;
- (5) the maximum rate(s) that Replacement Customer will pay for the service;
- (6) whether Replacement Customer will accept a release with recall rights, and if so, what recall rights would be acceptable; and
- (7) whether Replacement Customer's request is contingent, and if so, the basis for the contingency.

Pipeline shall post such information on the LINK® System for a period of one month or until a transaction is effected, whichever is shorter.

*Effective Date: 04/24/2005    Status: Effective*

*FERC Docket: RP05-243-000*

**Second Revised Sheet No. 540** Second Revised Sheet No. 540 : Effective  
Superseding: Sub First Revised Sheet No. 540

GENERAL TERMS AND CONDITIONS  
(Continued)

3.15 [Reserved for Future Use]

(A) [Reserved for Future Use]

(B) [Reserved for Future Use]

*Effective Date: 04/24/2005    Status: Effective*

*FERC Docket: RP05-243-000*

**First Revised Sheet No. 541** First Revised Sheet No. 541 : Effective  
Superseding: Original Sheet No. 541

GENERAL TERMS AND CONDITIONS  
(Continued)

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 04/24/2005    Status: Effective*

*FERC Docket: RP05-243-000*

**First Revised Sheet No. 542** First Revised Sheet No. 542 : Effective  
Superseding: Original Sheet No. 542

GENERAL TERMS AND CONDITIONS  
(Continued)

(C)    [Reserved for Future Use]

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-524-000

**Third Revised Sheet No. 543** Third Revised Sheet No. 543 : Effective  
Superseding: Second Revised Sheet No. 543

GENERAL TERMS AND CONDITIONS  
(Continued)

(D) [Reserved for Future Use]

3.16 Off-system Pipeline Capacity

From time to time, Pipeline may enter into transportation and/or storage agreements with other interstate or intrastate pipeline companies ("off-system pipeline"). In the event that Pipeline acquires capacity on an off-system pipeline, Pipeline will use such capacity for operational reasons and will only render service to Customers on the acquired capacity pursuant to Pipeline's FERC Gas Tariff and subject to Pipeline's approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 3.16, the "shipper must have title" requirement is waived.

3.17 Extension of Service Agreements

Prior to the expiration of the term of a Part 284 service agreement and prior to Pipeline's posting the availability of capacity under Pipeline's Right of First Refusal provisions, if applicable, Pipeline 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).

Effective Date: 02/07/2009 Status: Effective

FERC Docket: RP09-205-000

**Seventh Revised Sheet No. 543A** Seventh Revised Sheet No. 543A

Superseding: Sixth Revised Sheet No. 543A

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(Continued)

3.18 Materially Non-Conforming Service Agreements

The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
AK Steel Corporation	870180	LLFT	05/01/2000
Algonquin Gas Transmission, LLC	400226	SS-1	11/01/1999
Associated Natural Gas Company			
A Division of Arkansas Western Gas Company	400184	SS-1	05/01/1994
Atmos Energy Corporation	400227	SS-1	06/01/2000
Atmos Energy Corporation	400243	SS-1	12/01/2008
Bay State Gas Company	400193	SS-1	09/01/1994
Boston Gas Company D/B/A KeySpan Energy	400225	SS-1	11/01/1999
Brooklyn Union Gas Company D/B/A			
KeySpan Energy Delivery New York	400186	SS-1	06/01/1994
Calpine Hidalgo Energy Center, L.P.	830089	FT-1	01/01/2001
Central Illinois Public Service Company	400181	SS-1	11/01/1993
Colonial Gas Company D/B/A KeySpan Energy	400200	SS-1	11/01/2001
Columbia Gas Transmission Corporation	910587R1	FT-1	07/01/2006
Connecticut Natural Gas Corporation	400223	SS-1	12/01/1996
Connecticut Natural Gas Corporation	400229	SS-1	05/01/2004
Connecticut Natural Gas Corporation	800529	CDS	10/01/2003
Consolidated Edison Company of New York, Inc.	400224	SS-1	01/01/1999
KGen Hinds, LLC	830103	FT-1	04/01/2001
Narragansett Electric Company (The)	331722	FTS-7	11/01/1996
Narragansett Electric Company (The)	331819	FTS-8	11/01/1996
Narragansett Electric Company (The)	400185	SS-1	05/01/1994
Narragansett Electric Company (The)	400221	SS-1	06/01/1996
New England Gas Company - Fall River	400187	SS-1	09/01/1994
New England Gas Company - North Attleboro	400220	SS-1	10/01/1995
New Jersey Natural Gas Company	331724	FTS-7	11/01/2002
New Jersey Natural Gas Company	331821	FTS-8	11/01/2002
New Jersey Natural Gas Company	400188	SS-1	11/01/1999
New Jersey Natural Gas Company	910610	FT-1	11/01/2008
Nstar Gas Company	331723	FTS-7	11/01/1996
Nstar Gas Company	331820	FTS-8	11/01/1996
Nstar Gas Company	800527	CDS	10/01/2003
Orange and Rockland Utilities, Inc.	400216	SS-1	11/01/1994
Peco Energy Company	400120	SS-1	07/01/2003
Philadelphia Gas Works	331725	FTS-7	11/01/1996
Philadelphia Gas Works	331822	FTS-8	11/01/1996
Pivotal Utility Holdings, Inc.	400196	SS-1	10/01/1994
PPL Gas Utilities Corporation	400190	SS-1	05/01/1994
Progas U.S.A., Inc.	800474	FT-1	12/15/1999
PSEG Power, LLC	400241	SS-1	11/01/2007
Public Service Electric and Gas Company	330840	FTS	06/01/1993
Southern Connecticut Gas Company	400192	SS-1	05/01/1994
Southern Connecticut Gas Company	400233	SS-1	05/01/2004
Southern Connecticut Gas Company	800304	CDS	10/01/2003
Tenaska Marketing Ventures	910445	CDS	01/01/2004
Tenaska Marketing Ventures	910446	CDS	01/01/2004
TPS McAdams LLC	910066	FT-1	10/01/2002
Union Electric Company DBA AmerenUE	400211	SS-1	05/01/1999
Union Electric Company DBA AmerenUE	400237	SS-1	07/01/2006
Union Electric Company DBA AmerenUE	800241	CDS	11/01/1997
Union Electric Company DBA AmerenUE	800242	FT-1	11/01/1997
Valero Refining Company - New Jersey	800526	FT-1	12/04/1998
Yankee Gas Services Company	400191	SS-1	09/01/1994

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**Sixth Revised Sheet No. 543A** Sixth Revised Sheet No. 543A

Superseding: Fifth Revised Sheet No. 543A

GENERAL TERMS AND CONDITIONS  
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3.18 Materially Non-Conforming Service Agreements

The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
AK Steel Corporation	870180	LLFT	05/01/2000
Algonquin Gas Transmission, LLC	400226	SS-1	11/01/1999
Associated Natural Gas Company			
A Division of Arkansas Western Gas Company	400184	SS-1	05/01/1994
Atmos Energy Corporation	400227	SS-1	06/01/2000
Atmos Energy Marketing, LLC	400238	SS-1	10/01/2006
Bay State Gas Company	400193	SS-1	09/01/1994
Boston Gas Company D/B/A KeySpan Energy	400225	SS-1	11/01/1999
Brooklyn Union Gas Company D/B/A			
KeySpan Energy Delivery New York	400186	SS-1	06/01/1994
Calpine Hidalgo Energy Center, L.P.	830089	FT-1	01/01/2001
Central Illinois Public Service Company	400181	SS-1	11/01/1993
Colonial Gas Company D/B/A KeySpan Energy	400200	SS-1	11/01/2001
Columbia Gas Transmission Corporation	910587R1	FT-1	07/01/2006
Connecticut Natural Gas Corporation	400223	SS-1	12/01/1996
Connecticut Natural Gas Corporation	400229	SS-1	05/01/2004
Connecticut Natural Gas Corporation	800529	CDS	10/01/2003
Consolidated Edison Company of New York, Inc.	400224	SS-1	01/01/1999
KGen Hinds, LLC	830103	FT-1	04/01/2001
Narragansett Electric Company (The)	331722	FTS-7	11/01/1996
Narragansett Electric Company (The)	331819	FTS-8	11/01/1996
Narragansett Electric Company (The)	400185	SS-1	05/01/1994
Narragansett Electric Company (The)	400221	SS-1	06/01/1996
New England Gas Company - Fall River	400187	SS-1	09/01/1994
New England Gas Company - North Attleboro	400220	SS-1	10/01/1995
New Jersey Natural Gas Company	331724	FTS-7	11/01/2002
New Jersey Natural Gas Company	331821	FTS-8	11/01/2002
New Jersey Natural Gas Company	400188	SS-1	11/01/1999
New Jersey Natural Gas Company	910610	FT-1	11/01/2008
Nstar Gas Company	331723	FTS-7	11/01/1996
Nstar Gas Company	331820	FTS-8	11/01/1996
Nstar Gas Company	800527	CDS	10/01/2003
Orange and Rockland Utilities, Inc.	400216	SS-1	11/01/1994
Peco Energy Company	400120	SS-1	07/01/2003
Philadelphia Gas Works	331725	FTS-7	11/01/1996
Philadelphia Gas Works	331822	FTS-8	11/01/1996
Pivotal Utility Holdings, Inc.	400196	SS-1	10/01/1994
PPL Gas Utilities Corporation	400190	SS-1	05/01/1994
Progas U.S.A., Inc.	800474	FT-1	12/15/1999
PSEG Power, LLC	400241	SS-1	11/01/2007
Public Service Electric and Gas Company	330840	FTS	06/01/1993
Southern Connecticut Gas Company	400192	SS-1	05/01/1994
Southern Connecticut Gas Company	400233	SS-1	05/01/2004
Southern Connecticut Gas Company	800304	CDS	10/01/2003
Tenaska Marketing Ventures	910445	CDS	01/01/2004
Tenaska Marketing Ventures	910446	CDS	01/01/2004
TPS McAdams LLC	910066	FT-1	10/01/2002
Union Electric Company DBA AmerenUE	400211	SS-1	05/01/1999
Union Electric Company DBA AmerenUE	400237	SS-1	07/01/2006
Union Electric Company DBA AmerenUE	800241	CDS	11/01/1997
Union Electric Company DBA AmerenUE	800242	FT-1	11/01/1997
Valero Refining Company - New Jersey	800526	FT-1	12/04/1998
Yankee Gas Services Company	400191	SS-1	09/01/1994

GENERAL TERMS AND CONDITIONS  
(Continued)

4. SCHEDULING OF SERVICES AND CURTAILMENT OF SERVICES

4.1 Scheduling of Storage and Transportation Services

(A) Nomination and Scheduling Procedure for "No-notice" Services

- (1) If Customer desires service under Pipeline's "no-notice" Rate Schedules, Customer shall advise Pipeline specifying the daily Quantity of Gas Customer requests under each of Customer's No-notice Service agreements, up to the applicable contractual quantities, and the date and time such service is required. Customer shall advise Pipeline of the receipt quantity for each Point of Receipt and the delivery quantity for each Point of Delivery under which No-notice Service is requested.
- (2) Customer may provide the information required by Section 4.1(A)(1) at any time prior to the date and time at which Customer desires such service to commence.
- (3) Notwithstanding Sections 4.1(A)(1) and 4.1(A)(2) above, Customer's nomination shall be provided via the LINK® System or electronic data interchange, unless another form of submittal has been mutually agreed upon by Customer and Pipeline, in accordance with the following nomination timeline (Central Clock Time on the Day prior to Gas flow so that Pipeline may efficiently schedule services and operate the system to provide all services under this FERC Gas Tariff:

11:30 a.m.	Nomination leaves control of the nominating party
11:45 a.m.	Receipt of nomination by Pipeline (including from Title Transfer Tracking Service Providers (TTTSPs))
12:00 p.m.	Quick Response by Pipeline
3:30 p.m.	Receipt of completed confirmations by Pipeline from upstream and downstream connected parties
4:30 p.m.	Receipt of scheduled quantities by Customer and point operator

Customer's nomination should reflect the service for each Point of Receipt and Point of Delivery. Any imbalance correction quantities and any scheduled daily variations shall be identified by transaction type and nominated separately. Such nomination shall also specify such additional information which may be needed for Pipeline to accept Commission approved or permitted standard data elements necessary to perform service.



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**Second Revised Sheet No. 545** Second Revised Sheet No. 545

Superseding: First Revised Sheet No. 545

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(Continued)

- (4) Notwithstanding Sections 4.1(A)(1) and 4.1(A)(2), Customer shall have the right to submit an Intra-day Nomination to revise the Point(s) of Receipt and/or Point(s) of Delivery to any non-constrained pipeline segment for a timely transportation nomination that had the original Point of Receipt or Point of Delivery quantity denied due to over-nomination of that point or non-confirmation of the quantity at that point. Such Intra-day Nomination may be implemented by Pipeline subject to confirmation and if such Intra-day Nomination is permitted, in Pipeline's reasonable judgment, by Pipeline's system operating conditions.

If Customer submits an Intra-day Nomination on the same contract which already has been scheduled to flow through a Posted Point of Restriction, such Intra-day Nomination may be scheduled by Pipeline provided that the Intra-day Nomination has a scheduling sequence priority that is being scheduled and allowed to flow on the same Gas Day as the Intra-day Nomination pursuant to Sections 4.1(I) and 30.6 of the General Terms and Conditions and provided that the Intra-day Nomination does not result in a net increase in the total volume scheduled on the contract through the Posted Point of Restriction on that Gas Day.

- (5) When a nomination for a date range is received, each Day within that range is considered an original nomination. When a subsequent nomination is received for one or more Days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the Days specified. The Days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

GENERAL TERMS AND CONDITIONS  
(Continued)

(B) Nomination Procedure for Other Firm Services

- (1) If Customer desires service under Pipeline's other firm Rate Schedules in any Nomination Period, Customer shall give timely notice of Customer's nomination to Pipeline specifying the daily Quantity of Gas Customer requests under each of Customer's service agreements and the date(s) upon which such service is desired. Such nomination should reflect the firm service for each Point of Receipt and Point of Delivery. Any imbalance correction quantities and any scheduled daily variations shall be identified by transaction type and nominated separately. Such nomination shall also specify such additional information which may be needed for Pipeline to accept Commission approved or permitted standard data elements necessary to perform service. In addition, Pipeline may require uniform hourly delivery if necessary to protect the integrity of Pipeline's system, or necessary to satisfy Pipeline's firm obligations.

- (2) Customer's nomination, to be deemed timely, must be provided via the LINK® System or electronic data interchange, unless another form of submittal has been mutually agreed upon by Customer and Pipeline, in accordance with the following nomination timeline (Central Clock Time on the Day prior to Gas flow) so that Pipeline may efficiently schedule services and operate the system to provide all services under this FERC Gas Tariff:

11:30 a.m.	Nomination leaves control of the nominating party
11:45 a.m.	Receipt of nomination by Pipeline (including from Title Transfer Tracking Service Providers (TTTSPs))
12:00 p.m.	Quick Response by Pipeline
3:30 p.m.	Receipt of completed confirmations by Pipeline from upstream and downstream connected parties
4:30 p.m.	Receipt of scheduled quantities by Customer and point operator

GENERAL TERMS AND CONDITIONS  
(Continued)

- (3) In the event Customer does not submit a timely nomination or desires to alter a timely nomination, Customer shall have the right to submit an Intra-day Nomination to revise Customer's scheduled quantities, Point(s) of Receipt, and/or Points(s) of Delivery on a prospective basis prior to the end of the delivery Day; provided, however, that such Intra-day Nomination will be processed after timely nominations have been scheduled. Such Intra-day Nomination shall, subject to Section 17 and 4.1(J) (1) of the General Terms and Conditions, be implemented by Pipeline to the extent and only to the extent that Pipeline is able to confirm the receipt and delivery of such Gas at the Point(s) of Receipt and Point(s) of Delivery and only if the scheduling of such Intra-day Nomination will not require the Systematic Rescheduling of Pipeline's capacity among previously scheduled service agreements in order to provide capacity for said Intra-day Nomination. Such Intra-day Nomination shall specify Customer's service requirements for one Day only and shall include the effective date and time. 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. The interconnected parties shall agree on the hourly flows for the Intra-day Nomination.

If Customer submits an Intra-day Nomination on the same contract which already has been scheduled to flow through a Posted Point of Restriction, such Intra-day Nomination may be scheduled by Pipeline provided that the Intra-day Nomination has a scheduling sequence priority that is being scheduled and allowed to flow on the same Gas Day as the Intra-day Nomination pursuant to Sections 4.1(I) and 30.6 of the General Terms and Conditions and provided that the Intra-day Nomination does not result in a net increase in the total volume scheduled on the contract through the Posted Point of Restriction on that Gas Day.

- (4) When a nomination for a date range is received, each Day within that range is considered an original nomination. When a subsequent nomination is received for one or more Days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the Days specified. The Days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

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*FERC Docket: RP07- 27-000*

**Second Revised Sheet No. 548** Second Revised Sheet No. 548 :    Effective  
Superseding: Sub First Revised Sheet No. 548

GENERAL TERMS AND CONDITIONS  
(Continued)

(C)    [Reserved for Future Use]

GENERAL TERMS AND CONDITIONS  
(Continued)

(D) Nomination Procedure for Interruptible Services

- (1) If Customer desires service under Pipeline's interruptible Rate Schedules on any Day, Customer shall give timely notice of Customer's nomination to Pipeline specifying the daily Quantity of Gas Customer requests under each of Customer's service agreements and the date(s) upon which service is desired. Such nomination should reflect the interruptible service for each Point of Receipt and Point of Delivery and whether Customer elects to pay the applicable maximum rate in accordance with Sections 4.1(I)(3) and 4.2(B)(2). Any imbalance correction quantities and any scheduled daily variations shall be identified by transaction type and nominated separately. Such nomination shall also specify such additional information which may be needed for Pipeline to accept Commission approved or permitted standard data elements necessary to perform service. In addition, Pipeline may require uniform hourly delivery if necessary to protect the integrity of the Pipeline's system, or if necessary to satisfy Pipeline's firm obligations.
- (2) Customer's nomination, to be deemed timely, must be provided via the LINK® System or electronic data interchange, unless another form of submittal has been mutually agreed upon by Customer and Pipeline, in accordance with the following nomination timeline (Central Clock Time on the Day prior to Gas flow so that Pipeline may efficiently schedule services and operate the system to provide all services under this FERC Gas Tariff:

11:30 a.m.	Nomination leaves control of the nominating party
11:45 a.m.	Receipt of nomination by Pipeline (including from Title Transfer Tracking Service Providers (TTTSPs))
12:00 p.m.	Quick Response by Pipeline
3:30 p.m.	Receipt of completed confirmations by Pipeline from upstream and downstream connected parties
4:30 p.m.	Receipt of scheduled quantities by Customer and point operator

GENERAL TERMS AND CONDITIONS  
(Continued)

- (3) In the event Customer does not submit a timely nomination or desires to alter a timely nomination, Customer shall have the right to submit an Intra-day Nomination to revise Customer's scheduled quantities, Point(s) of Receipt, and/or Points(s) of Delivery on a prospective basis prior to the end of the delivery Day; provided, however, that such Intra-day Nomination will be processed after timely nominations have been scheduled. Such Intra-day Nomination shall, subject to Section 17 and 4.1(J) (1) of the General Terms and Conditions, be implemented by Pipeline to the extent and only to the extent that Pipeline is able to confirm the receipt and delivery of such Gas at the Point(s) of Receipt and Point(s) of Delivery and only if the scheduling of such Intra-day Nomination will not require the Systematic Rescheduling of Pipeline's capacity among previously scheduled service agreements in order to provide capacity for said Intra-day Nomination. Such Intra-day Nomination shall specify Customer's service requirements for one Day only and shall include the effective date and time. 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. The interconnected parties shall agree on the hourly flows for the Intra-day Nomination.

If Customer submits an Intra-day Nomination on the same contract which already has been scheduled to flow through a Posted Point of Restriction, such Intra-day Nomination may be scheduled by Pipeline provided that the Intra-day Nomination has a scheduling sequence priority that is being scheduled and allowed to flow on the same Gas Day as the Intra-day Nomination pursuant to Sections 4.1(I) and 30.6 of the General Terms and Conditions and provided that the Intra-day Nomination does not result in a net increase in the total volume scheduled on the contract through the Posted Point of Restriction on that Gas Day.

- (4) When a nomination for a date range is received, each Day within that range is considered an original nomination. When a subsequent nomination is received for one or more Days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the Days specified. The Days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

GENERAL TERMS AND CONDITIONS  
(Continued)

(E) Elapsed Prorated Scheduled Quantity

With respect to Intra-day Nominations for reductions in previously scheduled quantities, Pipeline will accept, subject to the limitations set forth in Sections 4.1(A)(4), 4.1(B)(3), and 4.1(D)(3), any explicitly confirmed quantity, down to and including zero, for such Intra-day Nomination; provided, however, if such Intra-day Nomination requires confirmation from an upstream and/or downstream interconnected pipeline then any Intra-day Nomination to reduce previously scheduled quantities will be subject to, and limited to, the reduced quantity confirmed by such upstream and/or downstream interconnected pipeline.

(F) Minimum NAESB Nomination Standards

In the event the more flexible nomination procedures set forth in Sections 4.1(A), (B), (C) and (D) above are inapplicable for any reason, nominations shall be submitted and processed in accordance with the minimum standards set forth in this Section 4.1(F). Pipeline shall support the following standard nomination cycles:

- (1) The Timely Nomination Cycle: 11:30 am for nominations leaving control of the nominating party; 11:45 am for receipt of nominations by Pipeline (including from Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 pm for receipt of completed confirmations by Pipeline 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).
- (2) The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by Pipeline (including from TTTSPs); 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 10:00 pm for Pipeline to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on Pipeline to receive notice that it is being bumped should be effective at 9:00 am on the Gas Day; and when an Evening Nomination causes another Service Requester on Pipeline to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 am on Gas Day.

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FERC Docket: RP10-53-000

**Second Revised Sheet No. 552** Second Revised Sheet No. 552

Superseding: First Revised Sheet No. 552

GENERAL TERMS AND CONDITIONS  
(Continued)

- (3) The Intraday 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by Pipeline (including from TTTSPs); 10:30 am to send Quick Response; 1:00 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 2:00 pm for Pipeline to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on Gas Day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 pm on Gas Day.
- (4) The Intraday 2 Nomination Cycle: 5:00 pm for nominations leaving control of the nominating party; 5:15 pm for receipt of nominations by Pipeline (including from TTTSPs); 5:30 pm to send Quick Response; 8:00 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 9:00 pm for Pipeline 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 pm on the Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.



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FERC Docket: RP10-53-000

**Fourth Revised Sheet No. 553** Fourth Revised Sheet No. 553

Superseding: Third Revised Sheet No. 553

GENERAL TERMS AND CONDITIONS  
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(G) [Reserved for Future Use]

(H) Customer will comply with reasonable requests by Pipeline for additional information which is necessary to perform and protect the integrity of the service hereunder or to comply with the valid reporting or other requirements of the Commission or other regulatory agencies having jurisdiction.

(I) Scheduling Procedures:

For timely nominations as defined in Sections 4.1(B) and 4.1(D) of these General Terms and Conditions, Pipeline will make available scheduled quantities for receipt at Customer's and operator's designated site by 4:30 p.m. CT on the Day prior to Gas flow. Within four (4) hours of an Intra-day Nomination, Pipeline will notify affected Customer(s) and point operator(s) of changes in scheduled quantities. Based upon Customer's nominations, including rankings of individual Points of Receipt or Points of Delivery within a service agreement in the event the entirety of Customer's nomination cannot be scheduled, and subject to the provisions of Section 4.1(J) of the General Terms and Conditions, Pipeline shall schedule receipts and deliveries of Gas in the following sequence:

- (1) among Customers of Pipeline's firm rate schedules for service under firm capacity rights according to the Quantities of Gas requested to be scheduled by such Customers up to but not in excess of the applicable contractual entitlement of each Customer;
- (2) among Customers of Pipeline's firm rate schedules according to the Quantities of Gas requested to be scheduled by such Customers under Preferential Capacity entitlements in the Access Area and/or by utilization of Secondary Point(s) of Receipt or Point(s) of Delivery in accordance with Section 30.6(b) of the General Terms and Conditions.

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FERC Docket: RP10-53-000

**Sixth Revised Sheet No. 554** Sixth Revised Sheet No. 554

Superseding: Fifth Revised Sheet No. 554

GENERAL TERMS AND CONDITIONS  
(Continued)

- (3) among Customers receiving Excess Withdrawal Gas under Rate Schedule(s) SS, SS-1 and FSS-1, and; among Customers under Pipeline's interruptible rate schedules, excluding PAL, commencing with service to be charged at the maximum rate of Pipeline then in effect on a pro rata basis according to Customer's nominated quantities; next in order shall be service to be charged at a rate that is less than the maximum rate of Pipeline then in effect, in sequence beginning with the rate most proximate to the maximum rate, such determination to be based on the percentage of discount from the applicable maximum rate and within each of these rate categories on a pro rata basis according to Customer's nominated quantities. In addition, Customer may elect to pay the applicable maximum rate at the time Customer submits its nomination in accordance with Section 4.1(D)(1) of these General Terms and Conditions. In the event Customer's nomination is for service at a rate less than the applicable maximum rate and Pipeline determines that all timely nominations exceed available interruptible capacity, Customer making such election will be required to pay the applicable maximum rate, in order to have its nomination accepted and scheduled by Pipeline to the extent interruptible capacity is available as determined by Pipeline. Such election shall be a one time election effective for the remainder of the Nomination Period.
- (4) among Customers requesting Quantities of Gas to be scheduled for peak and load service under Rate Schedule PAL based on net present value, with the transaction yielding the highest net present value receiving priority over transactions yielding a lower net present value. Net present value shall be calculated on the basis of the present value of the daily PAL charge per Dth to Pipeline for the term of the transaction as specified in Exhibit A of the PAL Service Agreement. PAL transactions yielding the same net present value shall be scheduled pro rata based on scheduled quantities. In making the determination of net present value, Pipeline shall apply the rate, as of the date of the review, stated in accordance with Section 154.501(d) of the Commission's regulations, to all bids.

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**Third Revised Sheet No. 555** Third Revised Sheet No. 555

Superseding: Second Revised Sheet No. 555

GENERAL TERMS AND CONDITIONS  
(Continued)

(J) No Bump Policy:

- (1) Once service is nominated and scheduled for any Gas Day as Preferential Capacity and/or secondary firm service, such service shall not be bumped by another Customer for the purpose of scheduling any other service, including primary firm service, for such Gas Day.
- (2) Once service is nominated and scheduled for any Gas Day under any interruptible rate schedule, such service can only be bumped by another Customer prior to the Intraday 2 Nomination Cycle (10:00 am CCT) for the purpose of scheduling a higher priority firm service for such Gas Day. As provided in Section 4.1(F) (4), bumping is not allowed during the Intraday 2 Nomination Cycle.
- (3) As provided in Rate Schedule PAL, existing Quantities of Gas parked or loaned cannot be bumped by new requests for park and/or loan service.
- (4) Any Customer bumped pursuant to this Section 4.1(J) will be notified via the LINK® System and the Web site or by telefacsimile.

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**Fourth Revised Sheet No. 556** Fourth Revised Sheet No. 556 : Effective

Superseding: Third Revised Sheet No. 556

GENERAL TERMS AND CONDITIONS  
(Continued)

4.2 Capacity Curtailment and Interruption Procedures for Storage and Transportation Services

- (A) Pipeline shall have the right to curtail, interrupt or discontinue service in whole or in part on all or a portion of its system from time to time and at any time (1) for reasons of force majeure or when necessary, in Pipeline's reasonable judgment, to meet its system operating requirements or other higher priority service obligations, (2) to perform routine maintenance, repairs, and regulatory compliance activity as provided in Section 17 of the General Terms and Conditions or (3) to the extent, in Pipeline's reasonable judgment, interruptible service would impair Pipeline's ability to meet its firm service obligations, or to render any future service that may be provided by Pipeline on a firm basis. Pipeline will provide Customer reasonable notice of such curtailment or interruption orders and Customer shall be permitted three (3) hours, or such lesser time as is required to protect the integrity of Pipeline's system, to reduce its tenders or takes in compliance with the curtailment or interruption orders. If Customer adjusts its tenders or takes within such notice period, then no charge or penalty provided for in this Section 4.2 shall be assessed.
- (B) In the event any services are curtailed or interrupted hereunder, Pipeline shall reduce scheduled service, to zero if necessary, in the following order:
  - (1) scheduled service under Pipeline's PAL rate schedule based on net present value, with the transaction yielding the highest net present value receiving priority over transactions yielding a lower net present value. Net present value shall be calculated on the basis of the present value of the daily PAL charge per Dth to Pipeline for the term of the transaction as specified in Exhibit A of the PAL Service Agreement. PAL transactions yielding the same net present value shall be scheduled pro rata based on scheduled quantities. In making the determination of net present value, Pipeline shall apply the rate, as of the date of the review, stated in accordance with Section 154.501(d) of the Commission's regulations, to all bids;
  - (2) scheduled service under Pipeline's other interruptible rate schedules commencing with service to be charged at the minimum rate of Pipeline then in effect;

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**Fifth Revised Sheet No. 557** Fifth Revised Sheet No. 557

Superseding: Fourth Revised Sheet No. 557

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next in order shall be service to be charged at a rate that is greater than the minimum rate of Pipeline then in effect, in sequence beginning with the rate most proximate to the minimum rate, such determination to be based on the percentage of discount from the applicable maximum rate; followed by service to be charged at the applicable maximum rate of Pipeline then in effect; provided further that, within each of these rate categories where Pipeline is required to interrupt or curtail scheduled interruptible transportation, Pipeline shall prorate the available capacity among said Customers based upon the Quantities of Gas scheduled by Pipeline for their respective accounts. In addition, a Customer may elect to pay the applicable maximum rate at the time Customer submits its nomination in accordance with Section 4.1(D)(1) of the General Terms and Conditions of Pipeline's FERC Gas Tariff. In the event Customer is receiving service at less than the applicable maximum rate and Pipeline determines that interruption or curtailment of service is required, Customers making such election will be required to pay the applicable maximum rate in order to avoid interruption or curtailment of service to the extent that any interruptible service is available as determined by Pipeline. Such election shall be a one time election effective during such periods of interruption or curtailment regardless of duration;

- (3) scheduled service for Excess Withdrawal Gas under Rate Schedule(s) SS, SS-1 and FSS-1;
- (4) scheduled firm service under Pipeline's firm Rate Schedules on a pro rata basis based on scheduled quantities.

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- (C) If any Customer wishes voluntarily to relinquish any rights to capacity to which such Customer would be entitled under the curtailment program, such Customer shall notify Pipeline sufficiently in advance of the quantities which are to be relinquished, and Pipeline shall take such relinquished quantities into account in determining the total amount to be curtailed.
- (D) In the event Pipeline is advised by a Customer that, absent adjustment of the curtailment level contemplated by Section 4.2, a Customer will be unable for the duration indicated by Customer to avoid irreparable injury to life or property (including environmental emergencies) or to provide for minimum plant protection ("emergency situation"), then Pipeline shall adjust its curtailment of all other Customers on a pro rata basis as necessary to deliver the quantities required to avoid or mitigate the emergency situation. While Pipeline will make adjustments in curtailment promptly upon notification by Customer, Customer must provide Pipeline within 24 hours of notification a sworn statement attesting:
- (1) to a detailed explanation of and an estimated duration for the emergency situation. Customer shall provide Pipeline immediate notice of the cessation of the emergency situation.
  - (2) that all sources of Gas supply available to Customer, including peak-shaving and storage, were and are being utilized to the maximum extent possible during the duration for which the emergency situation is in effect;
  - (3) that all interruptible services of Customer were and are being interrupted or curtailed during the duration for which the emergency situation is in effect; and
  - (4) that no alternate fuel could be utilized or is available to be utilized to prevent the emergency situation.

Pipeline shall not be liable for granting exceptions to the curtailment provisions of Section 4.2(A) for any Customer based upon a request submitted by any such Customer to Pipeline under the emergency situation relief provisions of this Section 4.2(D). In the event the Customer does not provide the sworn statement as required by this Section 4.2(D), then all quantities attributable to the adjustments made by Pipeline shall be billed, in addition to all other charges, at a rate of \$25.00 per Dekatherm. All revenues attributable to such \$25.00 per Dekatherm charge shall be credited, on a pro rata basis, to those Customers curtailed to a lower quantity as a result of the anticipated sworn statement.

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- (E) Notwithstanding any provision of Section 4.2(D), however, Customer shall not be entitled to relief under Section 4.2(D): (1) to the extent that the emergency situation is due to the Customer's failure to have adequate transportation arrangements in effect for the delivery of Customer's Gas at the Point(s) of Delivery in effect hereunder during the relevant period, or (2) to the extent that the Quantity of Gas required to meet such emergency situation exceeds such Customer's firm contractual rights hereunder.
- (F) If Pipeline is requested to invoke Section 4.2(D) then such requesting Customer's bill for such Month shall be adjusted by the amount equal to the aggregate curtailment adjustment quantity requested by the Customer pursuant to Section 4.2(D) multiplied by the Reservation Charge Adjustment for the applicable rate schedule per Dth for the applicable Zone. All revenues attributable to such adjustment shall be credited, on a pro rata basis, based on each Customer's additional curtailment quantity due to the emergency, divided by the aggregate of all Customer's curtailment quantity due to the emergency situation to those Customers curtailed to a lower quantity as a result of the emergency situation.
- (G) Curtailment Compliance:
- (1) [Reserved for Future Use]
- (2) All quantities tendered to Pipeline and/or taken by Customer in violation of Pipeline's curtailment or interruption orders shall constitute unauthorized receipts or deliveries for which a curtailment penalty equal to three times the daily Gas Daily posting for the Day on which the violation occurred for the high "Common" price for the geographical region, as defined in Section 8.5(A) of the General Terms and Conditions, in which the deviation occurred, multiplied by the quantity by which the Customer or point operator deviated from the curtailment or interruption order, shall be assessed.
- (3) Any penalty revenue collected by Pipeline pursuant to this Section 4.2(G) will be credited to those Customers that did not incur penalties pursuant to this Section 4.2(G) in the Month for which penalty revenues were received ("Non-Offending Customers"), based on the ratio of the Reservation and Usage Charges paid during that Month by the Non-Offending Customer to the Reservation and Usage 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 Customers' invoice for the Month following the date of the final Commission's order approving Pipeline's penalty disbursement report; provided however that Pipeline will calculate and

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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 penalty revenue collected pursuant to this Section 4.2(G) by Pipeline as of the end of any Month exceeds \$1,000,000. Pipeline 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 of the Commission's regulations.

- (H) In the event that any upstream or downstream entity involved in handling Customer's Gas, refuses or is unable to receive from or deliver Gas to Pipeline, Pipeline shall have the right to curtail receipts or deliveries of Gas to Customer.
- (I) Situation Reports and Notices:
  - (1) Pipeline shall provide Customer with notice of curtailment or interruption at a time and in a manner that is reasonable under then existing conditions, and shall in any event confirm in writing the notice given if originally provided telephonically.
  - (2) Customer shall have the responsibility to inform its suppliers, other transporters and all others involved in the transaction, as to any curtailment or interruption.

4.3 Action Alerts and Operational Flow Orders

- (A) (1) Pipeline shall have the right to issue Action Alerts or operational flow orders ("OFO") as specified in this Section 4.3 upon determination by Pipeline that action is required in order to alleviate conditions which threaten to impair reliable firm service, to maintain pipeline operations at the pressures required to provide an efficient and reliable firm service, to have adequate Gas supplies in the system to deliver on demand (including injection of Gas into the mainline, providing line pack, and injecting Gas into storage at the right place and time), to maintain firm service to all Customers and for all firm services, and to maintain the system in balance for the foregoing purposes. The conditions under which the OFOs may be issued by Pipeline and when such OFOs will be canceled are set forth in Sections 4.3(B) through 4.3(M) of the General Terms and Conditions. For OFOs issued pursuant to Sections 4.3(B) through 4.3(F) and 4.3(I) through 4.3(M), each OFO will be issued by 9:00 a.m. CT to be effective at 9:00 a.m. CT of the following day. Such OFO will be posted on the LINK® System and the Web site and to the extent the OFO is applicable only to specific Customers, or in the event of known failure of Internet notification, Pipeline will notify affected Customers by telefacsimile. Notice of OFOs will be provided to affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s). For OFOs issued pursuant to Section 4.3(G), the effective date and time will be specified in each OFO. OFOs pursuant to Section 4.3(H) will be issued and become effective as defined in Section 4.3(H). The notice period for Customer's nominations established in Section 4.1 shall be extended to 12:00 noon CT on any day that an OFO is issued pursuant to this Section 4.3 for all Customers.
- (2) Pipeline shall provide, via posting on the LINK® System, prior notice to all Customers of upcoming events such as anticipated weather patterns and operational problems that may necessitate the issuance of an Action Alert or an OFO. Pipeline shall also provide such notification via e-mail communication to those Customers that have provided e-mail address information for at least one contact person, and have requested via Pipeline's Web site, e-mail notification of critical notices issued by



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Pipeline, or in the event of known failure of Internet notification, Pipeline will notify affected Customers by telefacsimile. Pipeline shall, to the extent reasonably practicable, take all reasonable actions necessary to avoid issuing an OFO. Such actions shall include, in order of priority, (1) working with point operators to temporarily adjust, by mutual agreement, receipts and/or deliveries at relevant Point(s) of Receipt or Point(s) of Delivery, (2) working with Customers and point operators to adjust, by mutual agreement, scheduled flows on Pipeline's system, or (3) issuing an Action Alert designed to mitigate the conditions, which if continued, would require the issuance of an OFO. Prior to issuing an OFO pursuant to this Section 4.3 of the General Terms and Conditions, all tariff remedies will be sought against those at fault for disruptions, and the provisions of Sections 4.1 "Scheduling of Storage and Transportation Services" and 4.2 "Capacity Curtailment and Interruption Procedures for Storage and Transportation Services" of the General Terms and Conditions will be applied to all services in the affected area for the purpose of insuring that firm service rights and firm entitlements are not adversely affected by any lower priority service.

- (a) Action Alerts will be noticed in accord with the procedures set forth in this Section 4.3(A)(2) and Pipeline will endeavor to provide a minimum of four hours notice.
- (b) Action Alerts can be issued to effect any of the following:
  - (i) restriction of interruptible services;
  - (ii) restrictions of deliveries to specific Point(s) of Receipt or Point(s) of Delivery covered by an Operational Balancing Agreement to the aggregate MDQ under the firm Service Agreements whose Primary Point(s) of Delivery, which are specified in the Service Agreement, are at the affected locations; and/or
  - (iii) 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.
- (3) Pipeline shall make an Action Alert or OFO as localized as is reasonably practicable based on Pipeline'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 or transporting Gas in the area of Pipeline's system in which there is an operational problem, and second to those Customers and point operators transporting Gas in the area of Pipeline's system where action is required to correct the problem necessitating the Action Alert or OFO. Pipeline 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 4.3(A)(4) and 4.3(A)(5) below.

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- (4) In the event that, in Pipeline's judgment, immediate action is required to alleviate conditions which threaten to impair reliable firm service, to maintain pipeline operations at the pressures required to provide an efficient and reliable firm service, to have adequate Gas supplies in the system to deliver on demand (including injection of Gas into the mainline, providing line pack, and injecting Gas into storage at the right place and time), and to maintain the system in balance for the foregoing purposes, Pipeline may forego the action described in Section 4.3(A)(2) and immediately issue an OFO. In the event that (1) Customer or point operator 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, Pipeline may issue OFOs pursuant to Section 4.3(B) through 4.3(M) or take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Pipeline's system (or any portion thereof). For purposes of this Section, the operational integrity of Pipeline'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 (or any portion thereof), and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas delivered. Pipeline shall post a notice on its Web site specifying the factors that caused the Action Alert or OFO to be issued, to the extent such factors are known. Pipeline 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, via Pipeline's Web site to receive e-mail notification of critical notices issued by Pipeline, or in the event of known failure of Internet notification, Pipeline will notify affected Customers by telefacsimile.
- (5) Pipeline shall lift any effective Action Alert or OFO promptly upon the cessation of operating conditions that caused the relevant system problem. After Pipeline has lifted the Action Alert or the OFO, Pipeline shall post a notice on its 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. Pipeline 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, via Pipeline's Web site to receive e-mail notification of critical notices issued by Pipeline, or in the event of known failure of Internet notification, Pipeline will notify affected Customers by telefacsimile.

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- (6) All quantities tendered to Pipeline and/or taken by Customer under any Rate Schedule other than under Rate Schedule SCT, on a daily basis in violation of Pipeline's Action Alert or OFOs shall constitute unauthorized receipts or deliveries for which the applicable Action Alert or OFO penalty charge stated below shall be assessed.
- (a) Action Alert penalty charge for each Dekatherm of Gas by which Customer or point operator deviated from the requirements of the Action Alert equal to an Action Alert Index Price calculated as 110% of the daily Gas Daily posting for the Day on which the deviation occurred for the high "Common" price for the geographical region, as defined in Section 8.5(A) of the General Terms and Conditions, in which the deviation occurred, multiplied by the quantity by which the Customer or point operator deviated from the requirements of the Action Alert.
- (b) OFO penalty charge for each Dekatherm of Gas by which Customer or point operator deviated from the requirements of the OFO equal to an OFO Index Price calculated as three (3) times the daily Gas Daily posting for the Day on which the deviation occurred for the high "Common" price for the geographical region, as defined in Section 8.5(A) of the General Terms and Conditions, in which the deviation occurred, multiplied by the quantity by which the Customer or point operator deviated from the requirements of the OFO.

Upon an OFO becoming effective as specified in the OFO or as provided in Section 4.3(A)(1) of the General Terms and Conditions, Customer, TABS Party, OBA Party or point operator shall be permitted three (3) hours, or such lesser time as is required to prevent the impairment of reliable service, to reduce its tenders or takes in compliance with the OFOs. If Customer adjusts its tenders or takes within such notice period based on operational data, then no charge, as provided for herein, shall be assessed.

- (7) Any Action Alert or OFO penalty revenue collected by Pipeline pursuant to this Section 4.3 shall be credited to those Customers that did not incur Action Alert or OFO penalties pursuant to this Section 4.3 in the Month for which Action Alert or OFO penalty revenues were received ("Non-Offending Customers"), based on the ratio of the Reservation and Usage Charges paid during that Month by the Non-Offending Customer to the Reservation and Usage 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's order approving Pipeline's penalty disbursement report; provided however that Pipeline 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 4.3 by Pipeline as of the end of any Month exceeds \$1,000,000. Pipeline 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 of the Commission's regulations.

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**First Revised Sheet No. 561A** First Revised Sheet No. 561A

Superseding: Sub Original Sheet No. 561A

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- (B) In the event total storage withdrawals exceed 900 MDth for a Day and are expected to remain above 900 MDth for two or more additional Days, Pipeline may issue an OFO pursuant to this Section 4.3(B) of the General Terms and Conditions restricting deliveries under all of Pipeline's rate schedules, such that total scheduled deliveries are equal to confirmed receipts. Additionally, increases in scheduled delivery quantities including No-notice Service delivery quantities will require confirmed receipt increases at the time of revision of scheduled deliveries. If actual receipts are less than scheduled deliveries, then scheduled deliveries will be reduced to balance actual receipts on a daily basis. Excess storage withdrawals under Rate Schedules SS-1 and FSS-1 will not be allowed for the duration of this order. Additionally, imbalances incurred during the term of this OFO attributable to deliveries in excess of scheduled delivery quantities or receipts of less than scheduled receipt quantities must be scheduled as imbalance Gas due to Pipeline on the Day following posting of such operational imbalance on the LINK® System, provided, however, that such quantity can be scheduled without exceeding Customer's MDQ of the affected service. For the duration of this OFO, if actual delivered quantities for a Day exceed 105% of the scheduled delivery quantities for that Day, an OFO penalty charge pursuant to Section 4.3(A) (6) (b) will be imposed

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for all quantities in excess of 100% of the scheduled delivery quantities pursuant to Section 4.3(A) (6) of the General Terms and Conditions. An OFO under this Section 4.3(B) shall not affect a Customer's rights to reduce delivery quantities or provide receipts in excess of deliveries pursuant to Rate Schedules CDS, SCT and SS-1. Scheduled receipts in excess of actual deliveries will be handled in accordance with Section 8.5 of the General Terms and Conditions. An OFO issued pursuant to this Section 4.3(B) shall be canceled when storage withdrawals for a Day are less than 800 MDth.

- (C) In the event total storage injections exceed 500 MDth for a Day and are expected to remain above 500 MDth for two or more additional Days, Pipeline may issue an OFO pursuant to this Section 4.3(C) of the General Terms and Conditions restricting receipts under all of Pipeline's rate schedules, including TABS-1, into the Pipeline such that total scheduled receipts are equal to confirmed deliveries. Additionally, decreases in scheduled delivery quantities including No-notice Service delivery quantities will require confirmed receipt reductions at the time of revision of scheduled deliveries. Excess Injection Gas under Rate Schedules SS-1 and FSS-1 will not be allowed for the duration of this order. For the duration of this OFO, if actual receipt quantities for a Day exceed 105% of the scheduled delivery quantities for that Day, an OFO penalty charge for all receipt quantities in excess of 100% of the scheduled delivery quantities will be imposed on the Point of Receipt or under each of Pipeline's rate schedules as appropriate pursuant to Section 4.3(A) (6) (b) of the General Terms and Conditions.

Additionally, imbalances incurred during the term of this OFO attributable to deliveries of less than 100% of receipt quantities or receipt quantities in excess of 100% of scheduled delivery quantities must be scheduled to be delivered to the Customer or TABS-1 Party on the Day following posting of such operational imbalance on the LINK® System. An OFO issued pursuant to this Section 4.3(C) shall not affect a Customer's right to increase delivery quantities or reduce receipt quantities pursuant to Rate Schedules CDS, SCT, SS-1 and TABS-1. Scheduled delivery quantities in excess of scheduled receipts will be handled in accordance with Section 8.5 of the General Terms and Conditions. An OFO issued pursuant to this Section 4.3(C) shall be canceled when storage injections for a Day are less than 400 MDth.

- (D) In the event total storage withdrawals exceed nominated withdrawals of all storage Customers as a group in a Month by 2 MMDth or exceed 5 MMDth on a cumulative basis over two Months or more, Pipeline may issue an OFO

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pursuant to this Section 4.3(D) of the General Terms and Conditions requiring imbalances incurred during the term of this OFO attributable to deliveries in excess of scheduled delivery quantities or receipts of less than scheduled receipt quantities must be scheduled as Gas due to Pipeline on the Day following posting of such operational imbalance on the LINK® System and for imbalances due Pipeline that were incurred prior to the issuance of an OFO pursuant to this Section 4.3(D), a quantity equal to 10% of the imbalance must be scheduled as Gas due to Pipeline on a daily basis until the imbalance is made up or until the OFO issued pursuant to this Section 4.3(D) is canceled. Provided, however, that scheduling of these required quantities shall not require any Customer to schedule receipts in excess of his MDQ for the affected service. Receipts under Rate Schedules CDS, SCT, and TABS-1 must be increased within twenty-four (24) hours to balance with increases in scheduled delivery quantities or the scheduled delivery quantities will be reduced to match actual receipts. For the duration of this OFO, if actual delivered quantities for a Day exceed 105% of the scheduled delivery quantities for that Day for any of Pipeline's rate schedules, an OFO penalty charge will be imposed for all quantities in excess of 100% of the scheduled delivery quantities pursuant to Section 4.3(A)(6)(b) of the General Terms and Conditions. An OFO under this Section 4.3(D) shall not affect a Customer's right to reduce delivery quantities or provide receipts in excess of deliveries pursuant to Rate Schedules CDS, SCT, and SS-1. Scheduled receipts in excess of actual deliveries will be handled in accordance with Section 8.5 of the General Terms and Conditions. An OFO issued pursuant to this Section 4.3(D) will be canceled by Pipeline when storage withdrawals are within 1 MMDth of Customer's nominated Storage Inventory.

- (E) In the event total storage injections exceed nominated injections of all storage Customers as a group in a Month by 2 MMDth or 5 MMDth on a cumulative basis over two Months or more, Pipeline may issue an OFO pursuant to this Section 4.3(E) of the General Terms and Conditions requiring imbalances incurred during the term of this OFO attributable to deliveries of less than scheduled delivery quantities or receipts in excess of scheduled receipt quantities must be scheduled as Gas due to the Customer, TABS-1 Party, or OBA Party on the Day following posting of such operational imbalance on the LINK® System and for imbalances due Customer, TABS-1 Party, or OBA Party incurred prior to issuance of this OFO pursuant to this Section 4.3(E), a quantity equal to 10% of the imbalance due Customer, TABS-1 Party, or OBA Party must be scheduled on a daily basis until the imbalance is corrected or until the OFO issued

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pursuant to this Section 4.3(E) is canceled. Receipts under Rate Schedules CDS, SCT, and TABS-1 must be decreased within twenty-four (24) hours to balance with decreases in scheduled delivery quantities. For the duration of this OFO, if actual receipt quantities for a Day exceed 105% of scheduled delivery quantities for that Day for any of Pipeline's rate schedules, an OFO penalty charge will be imposed for all receipt quantities in excess of 100% of the scheduled delivery quantities pursuant to Section 4.3(A)(6)(b) of the General Terms and Conditions. An OFO issued under this Section 4.3(E) shall not affect a Customer's right to increase delivery quantities or reduce receipt quantities pursuant to Rate Schedules CDS, FT-1, SCT and TABS-1. Scheduled delivery quantities in excess of scheduled receipts will be handled in accordance with Section 8.5 of the General Terms and Conditions. An OFO issued pursuant to this Section 4.3(E) shall be canceled by Pipeline when storage injections are within 1 MMDth of Customer's nominated Storage Inventory.

- (F) In the event receipts in segments of the Access Area exceed scheduled receipts and the capacity of the segment, so that high system pressures back off scheduled receipt quantities, Pipeline may issue an OFO pursuant to this Section 4.3(F) of the General Terms and Conditions to all Point(s) of Receipt and under all of Pipeline's rate schedules in the affected segment of the Access Area stating that a high pressure condition exists. For the duration of this OFO, if actual receipt quantities for a Day exceed 105% of scheduled receipt quantities for that Day for an affected segment of the Access Area, an OFO penalty charge for all receipt quantities in excess of 100% of the scheduled receipt quantities will be imposed on the Point of Receipt or under each of Pipeline's rate schedules as appropriate pursuant to Section 4.3(A)(6)(b) of the General Terms and Conditions. For all Rate Schedule TABS-1 Service Points and individual Point(s) of Receipt in the affected segment, imbalances incurred during the term of this OFO attributable to receipts in excess of scheduled receipt quantities must be scheduled as a receipt reduction on the Day following posting of such operational imbalance on the LINK® System. For current Month imbalances incurred prior to the order issued under this Section 4.3(F) due to receipts in excess of scheduled receipt quantities, receipt reductions equal to 10% of the imbalance will be scheduled daily until the imbalance is corrected or until the OFO is canceled. An OFO issued pursuant to this Section 4.3(F) will be canceled by Pipeline when the high pressure condition described above has been corrected and the imbalances created by the high pressure condition have been reasonably resolved.

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- (G) In the event there is a need for Pipeline to engage in routine and normal maintenance of the system, to undertake repairs and replacements of lines of pipe, to schedule U.S. DOT compliance activities, to install taps, to make pig runs, to test storage fields, to test equipment, to check or change compressor internals for different flow conditions, or to engage in other similar actions affecting the capacity of any portions of the system of Pipeline, Pipeline shall issue operational flow orders pursuant to this Section 4.3(G) of the General Terms and Conditions to inform all Customers under all of Pipeline's applicable rate schedules of such planned maintenance or other activities that will affect the capacity of any portions of the system, explaining in detail the action which affects the portion of the system and the portion of the system affected. An order issued pursuant to this Section 4.3(G) will contain an estimate of the time, duration, and impact of the activity. Pipeline shall exercise due diligence to schedule routine repair and maintenance so as to minimize disruptions of service to Customers. This provision is in addition to, but not co-extensive with, the force majeure provision contained in the General Terms and Conditions of Pipeline's FERC Gas Tariff. An event of force majeure may affect deliveries, but not trigger the need for an operational flow order pursuant to this Section 4.3(G). An order issued pursuant to this Section 4.3(G) shall be canceled when such planned maintenance or other activities have been completed.
- (H) In the event the delivery pressure to one or more Customers drops below the pressure provided in the service agreement(s) of the Customer(s), Pipeline may immediately issue an operational flow order pursuant to this Section 4.3(H) of the General Terms and Conditions requiring that deliveries under all of Pipeline's rate schedules be made on a uniform hourly rate effective three (3) hours after issuance of the operational flow order. If only one segment of Pipeline's system has been affected by low pressure, the operational flow order shall be limited to that section of the system. For the duration of this operational flow order, increases in scheduled delivery quantities within affected segments of Pipeline's system will be made on a prospective basis only.
- (I) In the event total remaining storage inventories are reduced to 30% of maximum Storage Inventory at any time, Pipeline may issue an operational flow order pursuant to this Section 4.3(I) of the General Terms and Conditions requiring imbalances incurred during the term of this operational flow order attributable to deliveries in excess of scheduled delivery quantities or receipts of less than scheduled receipt quantities must be scheduled as Gas due to Pipeline on the Day following posting of such operational imbalance on the LINK® System and for imbalances due Pipeline that were incurred prior to the issuance of an operational flow



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order pursuant to this Section 4.3(I), a quantity equal to 10% of the imbalance must be scheduled as Gas due to Pipeline on a daily basis until the imbalance is made up or until the OFO issued pursuant to this Section 4.3(I) is canceled. Provided, however, that scheduling of these required quantities shall not require any Customer to schedule receipts in excess of his MDQ for the affected service. Receipts under Rate Schedules CDS, SCT, and TABS-1 must be increased within twenty-four (24) hours to balance with increases in scheduled delivery quantities including No-notice Service delivery quantities or the scheduled delivery quantities will be reduced to match actual receipts. For the duration of this OFO, if actual delivered quantities for a Day exceed 105% of the scheduled delivery quantities for that Day for any of Pipeline's rate schedules, an OFO penalty charge will be imposed for all quantities in excess of 100% of the scheduled delivery quantities pursuant to Section 4.3(A) (6) (b) of the General Terms and Conditions. An OFO under this Section 4.3(I) shall not affect a Customer's right to reduce delivery quantities or provide receipts in excess of deliveries pursuant to Rate Schedules CDS, SCT, and SS-1.

Scheduled receipts in excess of actual deliveries will be handled in accordance with Section 8.5 of the General Terms and Conditions. An OFO issued pursuant to this Section 4.3(I) will be canceled by Pipeline when total storage inventories have been increased to greater than 30%.

- (J) In the event that the Customers under Rate Schedules SS-1, FSS-1, SS and X-28 are projected to have Storage Inventories less than 95% of the aggregate Maximum Storage Quantity (MSQ) under all such rate schedules by the following November 15, Pipeline may issue during the period from August 1 through November 15 of any year an OFO pursuant to this Section 4.3(J) of the General Terms and Conditions requiring each Customer to inject into storage each Day its Mandatory Injection Quantity. Such Mandatory Injection Quantity for any Customer shall equal the Customer's remaining open inventory divided by the number of Days remaining from the Day following issuance of the OFO through the following November 15 or the Customer's Maximum Daily Injection Quantity (MDIQ), whichever is less. Customer shall be required to inject the Mandatory Injection Quantity each Day until the OFO issued pursuant to this Section 4.3(J) is canceled. Provided, however, that scheduling of these required quantities shall not require any Customer to schedule injections in excess of its MSQ for any affected service. If the total injection requirement exceeds the physical injection capability, each Customer will be required to inject its pro rata allocation of the available

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(Continued)

physical injection capability based on such Customer's MDIQ. An OFO issued pursuant to this Section 4.3(J) shall not affect those Customers whose Storage Inventory is greater than or equal to 95% of MSQ at the time of issuance of the OFO or those Customers whose remaining open inventory divided by the MDIQ is equal to or less than the number of Days from the Day following issuance of the OFO through the following November 15 minus 15 Days. For the duration of the OFO under this Section 4.3(J), if the scheduled injection quantity is less than the Mandatory Injection Quantity required for any Customer on any Day, an OFO penalty charge pursuant to Section 4.3(A) (6) (b) of the General Terms and Conditions will be imposed for all quantities less than 100% of the Mandatory Injection Quantity. An OFO issued pursuant to this Section 4.3(J) shall be canceled by Pipeline or when the aggregate Storage Inventory is equal to 95% of MSQ. An OFO issued pursuant to this Section 4.3(J) shall be canceled by Pipeline, on a Customer-by-Customer basis, when each Customer's Storage Inventory is equal to 95% of MSQ.

- (K) In the event total storage withdrawal capabilities decline to less than total daily contracted storage withdrawal rights as revised due to in-field transfers of inventory, Pipeline may issue an OFO pursuant to this Section 4.3(K) of the General Terms and Conditions requiring that all quantities of Storage Inventory transferred in place during the current winter period, November 15 to April 15, be made available to the storage Customer having received the transfer at the lesser of the storage withdrawal rights of the service receiving the transfer or providing the transfer. Withdrawal rates, including ratchets, for the Customer's non-transferred inventory will be calculated in accordance with the storage withdrawal rights of that service. After the Customer has withdrawn his non-transferred inventory, the transferred inventory will be made available at the withdrawal rates, including ratchets, as calculated above. This OFO will be canceled at such time that sufficient Quantities of Gas have been injected in the aggregate by all storage Customers to increase physical withdrawal capability to the sum of all Customers' contractual rights.

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- (L) In the event Pipeline projects, based on current operating conditions, that total storage withdrawal capability will decline within five (5) Days to less than the total daily contracted firm storage withdrawal rights, Pipeline may issue an OFO pursuant to this Section 4.3(L) of the General Terms and Conditions which states that for storage Customers under Rate Schedules SS, SS-1 and FSS-1 who also have a service agreement under Rate Schedules CDS, FT-1 or SCT, aggregate deliveries on any Day under all Customers' service agreements pursuant to Rate Schedules CDS, FT-1, or SCT in the Market Zones in which the Transportation Path specified in such service agreements terminates must be attributable, to the maximum extent contractually feasible, to non-storage deliveries from Pipeline's system. Pipeline will issue Customer-specific OFOs prior to issuing such OFO pursuant to this Section 4.3(L). Pipeline will issue, to the extent operationally possible, such OFO pursuant to this Section 4.3(L) in conjunction with the beginning of a calendar month. Quantities of Gas will be scheduled by Pipeline to be withdrawn pursuant to Rate Schedule SS, SS-1 and/or FSS-1 Service Agreements only after such Customer has nominated and Pipeline has scheduled Quantities of Gas up to such Customer's maximum daily contractual entitlements in the Market Area under its Rate Schedule CDS, FT-1 and/or SCT Service Agreements (excluding those service agreements which (1) were originally entered into to provide Gas supply from storage services provided by third parties or (2) have Transportation Paths which are wholly contained within the Access Area). In the event that such Customer's actual deliveries on any Day under Rate Schedule CDS, FT-1 and SCT Service Agreements are less than the maximum daily contractual entitlements in the Market Area under the Rate Schedule CDS, FT-1 and SCT Service Agreements, the lesser of the difference between such Customer's actual deliveries on any Day under Rate Schedule CDS, FT-1 and SCT Service Agreements and ninety-seven percent (97%) of the maximum daily contractual entitlements in the Market Area under the Rate Schedule CDS, FT-1 and SCT Service Agreements or the Quantities of Gas withdrawn pursuant to Rate Schedule SS, SS-1 and/or FSS-1 Service Agreements shall be deemed unauthorized quantities for which an OFO penalty charge pursuant to Section 4.3(A) (6) (b) of the General Terms and Conditions shall be assessed.

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**Second Revised Sheet No. 569** Second Revised Sheet No. 569 : Pending

Superseding: First Revised Sheet No. 569

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An OFO issued pursuant to this Section 4.3(L) shall be canceled when the total storage withdrawal capability is equal to or greater than the total daily contracted firm storage withdrawal rights.

- (M) Pipeline may issue such other OFOs as may be required for the purposes set forth in Section 4.3(A) (1) of the General Terms and Conditions in order to provide the services contemplated by this FERC Gas Tariff. All orders issued pursuant to this Section 4.3(M) shall be posted on the LINK® System and the Web site with a written explanation of the need for and timing of such order prior to being effective , and will be provided to affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s). Notice of such order along with the posted explanation will be sent to the Commission by overnight mail.
- (N) Compliance with the OFOs and the other terms and conditions of Pipeline's FERC Gas Tariff is essential to Pipeline's ability to provide deliveries and services under all rate schedules. A failure by one or more Customers to comply with the OFOs may impair Pipeline's ability to provide reliable service. In such event and in addition to other provisions hereof and not in lieu of any other remedies or defenses available in law or at equity with respect to any person, Pipeline will have no liability or responsibility for its inability to provide deliveries and services to any Customer failing to comply with an OFO and will be indemnified and held harmless by the Customer(s) failing to comply with Pipeline's FERC Gas Tariff and in particular the provisions of this Section 4.3 against any claims related to the failure to provide deliveries and services.

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5. QUALITY OF GAS

The provisions set forth in this Section 5 shall apply to all gas received or delivered by Pipeline.

5.1 Natural or Artificial Gas

The gas received or delivered by Pipeline hereunder shall be a combustible gas consisting wholly of, or a mixture of:

- (A) Natural gas of the quality and composition produced in its natural state except that the Pipeline may extract or permit the extraction of any of the constituents thereof except methane.
- (B) Gas generated by vaporization of Liquefied Natural Gas (LNG).
- (C) Manufactured, reformed, or mixed gas consisting essentially of hydrocarbons of the quality and character produced by nature in the petroleum, oil and gas fields with physical properties such that when the artificial pipeline gas is commingled with natural gas, the two become indistinguishable.

5.2 Total Heating Value and Wobbe Number

- (A) The gas shall have a total heating value of not less than 967 nor greater than 1110 Btu per cubic foot of dry gas at a temperature of 60 degrees Fahrenheit and under a pressure of 14.73 psia. The gas shall have a Wobbe Number of not less than 1314 nor greater than 1400 (calculated using Total Heating Value (THV)), dry, under standard conditions at 14.73 psia at 60 degrees Fahrenheit based on the following mathematical definition and in accordance with Section 7 of these GT&C:

$$\text{THV} / \text{Sqrt SGas}$$

Where:

THV = Total Heating Value (Btu/standard cubic feet)

SGas = Specific Gravity

Sqrt = Square Root of

- (B) Both the total heating value at any time, for purposes of determining compliance with GT&C Section 5.2(A), and the average total heating value for any billing period shall be determined by gas chromatographic analysis using GPA 2172/API MPMS 14.5 factors or any revision thereof, or by other methods mutually agreed upon by Customer and Pipeline.

5.3 Composition

- (A) Solids:

The gas shall be commercially free, under continuous gas flow conditions, from objectionable odors, solid matter, dust, gums, and gum-forming constituents which might interfere with its merchantability or cause injury to or interference with proper operations of the pipelines, compressor stations, meters, regulators or other appliances through which it flows.

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FERC Docket: RP10-30-000

**First Revised Sheet No. 571** First Revised Sheet No. 571

Superseding: Original Sheet No. 571

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(B) Oxygen:

The gas shall not have an uncombined oxygen content in excess of one-tenth (0.1) of one percent (1%) by volume.

(C) Non-Hydrocarbon Gas:

The gas shall not contain more than four percent (4%) by volume, of a combined total of carbon dioxide and nitrogen; it being understood, however, that the total carbon dioxide content shall not exceed two percent (2%) by volume, and the total combined nitrogen and oxygen content shall not exceed two and three quarters percent (2.75%) by volume.

(D) Liquids:

The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is received and delivered, and receipts of gas shall meet any applicable requirements established pursuant to Section 5.9.

(E) Hydrogen Sulfide:

The gas shall not contain more than one-half (0.5) grain (8 ppm) of hydrogen sulfide per one-hundred (100) cubic feet.

(F) Total Sulphur:

The gas shall not contain more than five(5) grains of total sulphur per one-hundred (100) cubic feet.

(G) Temperature:

The gas shall not have a temperature of more than one-hundred twenty degrees (120 degrees) Fahrenheit.

(H) Water Vapor:

The gas shall not contain in excess of seven (7) pounds of water vapor per million cubic feet.

(I) Non-Methane Hydrocarbons:

The gas shall not consist of more than twelve percent (12.0%) ethanes and heavier hydrocarbons (C2+) by volume, nor shall the gas consist of more than one and one half percent (1.5%) butanes and heavier hydrocarbons (C4+) by volume.

(J) Liquefiable Hydrocarbons:

Pipeline shall accept delivery of gas with a C6+ content equal to or less than 0.032 GPM, provided that such gas satisfies all other applicable provisions of Pipeline's FERC Gas Tariff. This Standard shall be referred to as Pipeline's Liquefiable Hydrocarbons Safe Harbor, and the Liquefiable Hydrocarbons Safe Harbor correlates to a cricondenthem hydrocarbon dewpoint of approximately 15 degrees Fahrenheit. Absent a Liquefiable Hydrocarbon Problem, as defined in Section 1 of these General Terms and Conditions, Pipeline shall accept delivery of gas with a C6+ content greater than 0.032 GPM, provided that such gas satisfies all other applicable provisions of Pipeline's FERC Gas Tariff.

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- (K) Microbiological Agents:  
The gas shall not contain, either in the gas or in any liquids with the gas, any microbiological organism, active bacteria or bacterial agent capable of contributing to or causing corrosion and/or operational and/or other problems. Microbiological organisms, bacteria or bacterial agents include, but are not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (APB). Tests for bacteria or bacterial agents shall be conducted on samples taken from the meter run or the appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to Pipeline and Customer which is currently available or may become available at any time.
- (L) Nitrogen Exemption:  
(i) Pipeline shall accommodate receipts of gas that have a combined nitrogen and oxygen content in excess of the limit specified in GT&C Section 5.3(C) if the following conditions are met:  
(a) such gas would be received at a Receipt Point(s) on Pipeline's system:  
(1) at, or east of, MP 1171.86 Line 2, on the discharge side of the Uniontown Compressor Station, and at or west of MP 1277.87 Line 2, on the suction side of the Chambersburg Compressor Station; or  
(2) at, or downstream of MP 357.15 Line 16, on the discharge side of the Mont Belvieu Compressor Station, and at or upstream of MP 127.14 Line 14, on the suction side of the Opelousas Compressor Station;  
(b) Pipeline determines that commingling opportunities exist sufficient for Pipeline to deliver gas that does not exceed the combined nitrogen and oxygen limit specified in GT&C Section 5.3(C) to markets: (1) east of the Eagle compressor Station (MP 1389.21 Line 2) with respect to receipts under 5.3(L)(i)(a)(1) above, or (2) downstream of the New Roads facilities (MP 177.72 Line 14) with respect to receipts under 5.3(L)(i)(a)(2) above; and

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- (c) such gas otherwise meets the specifications in GT&C Section 5.
- (ii) Notwithstanding any of the foregoing in this Section 5.3(L), in no event shall Pipeline be obligated to accommodate receipts of gas pursuant to this GT&C Section 5.3(L) that contain more than three and one half percent (3.5%) total combined nitrogen and oxygen by volume.
- (iii) Pipeline shall implement this GT&C Section 5.3(L) through scheduling during the Timely Nomination Cycle pursuant to GT&C Section 4.
  - (a) Pipeline will schedule nominations on a pro rata basis at receipt points receiving combined nitrogen and oxygen in excess of two and three quarters percent (2.75%) by volume, as Pipeline determines is necessary, in its reasonable discretion, to achieve a commingled stream that will not exceed the combined nitrogen and oxygen limit specified in GT&C Section 5.3(C), as applicable, at the relevant Compressor Station listed above in subsection (i)(b).
  - (b) As between multiple Receipt Points with such nominations described in subsection (iii)(a) above, Pipeline will prorate the Receipt Points in a manner that takes into account the aggregate level of the combined nitrogen and oxygen and the quantity nominated, which methodology will be consistently applied.
- (iv) Once gas is scheduled pursuant to this GT&C Section 5.3(L), Pipeline will not alter the scheduled and flowing volumes of such gas within the Day merely to address a failure of such gas to be commingled as contemplated at the time of scheduling. If such a failure occurs, Pipeline will modify its model for making future determinations regarding projected commingling as reasonably required and as expeditiously as reasonably practicable, in a reasonable effort to prevent such failures from occurring in the future. Notwithstanding the foregoing sentence, Pipeline will take action intraday if the actual constituent levels in the receipts exceed those levels specified in subsection (ii).



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Original Sheet No. 572B Original Sheet No. 572B

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- 5.4 Pipeline shall have the right, after either written, oral or telephonic notice to Customer, to refuse to accept all or any portion of gas tendered for Customer's account to Pipeline if: (i) such gas shall fail at any time to conform to any of the specifications set forth in this Section 5 and such gas is not subject to an effective exemption or waiver of the specifications that the gas fails to meet or (ii) such gas, in Pipeline's reasonable judgment, may cause harm to Pipeline's facilities. In the event Pipeline refuses to accept gas tendered by Customer because such gas does not conform to the specifications set forth herein, Customer shall not be relieved of its obligation to pay any Reservation Charge provided for in Customer's service agreement. If the gas tendered by Pipeline for Customer's account shall fail at any time to conform to any of the specifications set forth in this Section 5 then Customer shall notify Pipeline of such deficiency and may, at its option, refuse to accept delivery pending correction by Pipeline.
- 5.5 (A) Notwithstanding the requirements set forth in this Section 5, Pipeline may allow Customer to tender for service or cause to be tendered, pursuant to an executed service agreement under Pipeline's rate schedules, gas which does not when injected into Pipeline's pipeline meet the quality specifications set forth in this Section 5; provided that Pipeline's acceptance of such gas shall not adversely impact Pipeline's system facilities or operations, and provided that Customer tenders or causes to be tendered written assurance in form and substance satisfactory to Pipeline that Customer shall process or cause to be processed such gas at the nearest downstream processing plant, and provided further, that once such gas has been processed the commingled gas stream on the outlet side of the processing plant shall be compliant with the quality specifications set forth in this Section 5. Pipeline shall implement this Section 5.5(A) on a non-discriminatory basis. Customer tendering or causing to be tendered such gas, not Pipeline or Pipeline's other Customers, shall be obligated to bear the costs of such processing. In the event that Customer is unwilling to provide Pipeline written assurance that Customer has the contractual rights to process such gas and that Customer or its designee will in fact process or cause such gas to be processed, Pipeline shall have no obligation to allow Customer to tender and transport such gas and Customer shall have no right to tender and transport such gas. In the

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event that Pipeline's acceptance of such gas under this Section 5.5(A) results in the diminution in quality, quantity or economic value of gas transported for others, Customer who injects or causes to be injected such gas into Pipeline's system shall be liable for any damage caused thereby and such Customer shall indemnify and hold Pipeline harmless from any damage caused thereby; provided, however, that Customer shall not be obligated to indemnify Pipeline for any damage resulting from Pipeline's negligence or willful misconduct in its handling of the gas pursuant to this Section 5.5(A).

- (B) Notwithstanding the requirements set forth in this Section 5, Pipeline may grant a waiver to allow Customer to tender or cause to be tendered gas which does not, when injected into Pipeline's facilities, meet the quality specifications set forth in Section 5; provided that acceptance of such gas shall not adversely affect Pipeline's system facilities or operations, and further provided that once such gas has been blended, to the extent blending occurs, the commingled gas stream at any delivery point on Pipeline's system shall be compliant with the quality specifications set forth in Section 5. Pipeline shall post on the LINK® System any waiver pursuant to this Section 5.5(B). Pipeline shall implement this Section 5.5(B) on a non-discriminatory basis and may cancel any such waiver at any time if necessary to assure that the commingled gas stream is compliant with the quality specifications set for the in Section 5 at any delivery point on Pipeline's system.
- (C) Gas Quality Phase-In of Existing Production
- (i) The exemption contained herein only applies to receipt meter facilities where receipts of natural gas began flowing on or before May 1, 2009 into Pipeline's system directly from production wells, a gathering system or a processing facility, but such receipts do not meet (i) the upper or lower Wobbe Number limits in GT&C Section 5.2(A), (ii) the upper Btu limit in GT&C Section 5.2(A), (iii) the carbon dioxide limit in GT&C Section 5.3(C), or (iv) the C2+ limit in GT&C Section 5.3(I), or any combination thereof, and only to the extent that such gas flowing on or before May 1, 2009 did meet the gas quality specifications in Section 5 of the GT&C as they were in effect at that time ("Exempt Receipts").

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- (ii) Pipeline will schedule all or any portion of nominations for Exempt Receipts submitted during the Timely Nomination Cycle only to the extent all three of the following conditions are met:
- (a) such Exempt Receipts enter Pipeline's system at one or more of the following qualified receipt meter facilities ("Exempt Receipt Points"), and at or below the indicated volumes and within the indicated Constituent Limits:

Meter Facility	Volume	Constituent Limits
73512 CNX Gas - Green Hill Field	30,000 Dth/d	CO2 up to 3%; lower Wobbe limit of 1290
73610 CNX Gas - Locust Rd	60,000 Dth/d	CO2 up to 3%; lower Wobbe limit of 1290
72428 Somerset Gas - Casey County, KY	15,000 Dth/d	CO2 up to 3%; upper Wobbe limit of 1430; C2+ 17%; BTU 1150
73328 Petrochem - Bossier Parish, LA	8,500 Dth/d	CO2 up to 3%
73608 Common Resources - Central Point Gathering	20,000 Dth/d	CO2 up to 3%
73627 Common Resources - Central Point Gathering	10,000 Dth/d	CO2 up to 3%
71503 Henderson Petroleum - SW Lake Boeuf	500 Dth/d	CO2 up to 3%
72592 TransTexas - Nueces County, TX	65,000 Dth/d	CO2 up to 3%
73510 Devon Energy - Shelby County, TX	9,000 Dth/d	CO2 up to 3%
73547 Devon Energy - Shelby County, TX	16,000 Dth/d	CO2 up to 3%
73277 Magnum Producing & Operating	350 Dth/d	CO2 up to 3%
73283 Union Petroleum -	3,000 Dth/d	CO2 up to 3%
73391 Famcor Oil - San Jacinto County, TX	2,800 Dth/d	CO2 up to 3%
73546 Devon Energy - Shelby County, TX	52,000 Dth/d	CO2 up to 3%
73645 AOE/Pettus Gathering - Goliad, TX	1,200 Dth/d	CO2 up to 3%

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- (b) Pipeline determines, based on nominations submitted in the Timely Nomination Cycle and in Pipeline's reasonable discretion, exercised on a not unduly discriminatory basis, that commingling opportunities will exist for all or part of the Exempt Receipts sufficient for Pipeline to make deliveries of gas at the next downstream delivery point that comply with the requirements in GT&C Section 5.2(A), 5.3(C), and 5.3(I); and
  - (c) such Exempt Receipts otherwise meet the currently effective specifications set forth in GT&C Section 5.
- (iii) Notwithstanding the foregoing, Pipeline may decline to schedule Exempt Receipts if such Exempt Receipts will, in Pipeline's reasonable determination, interfere with the operational integrity or reliability of Pipeline's system. Any such Exempt Receipts will be rejected by Pipeline scheduling nominations on a pro rata basis across all points to the extent such receipts are contributing the constituent outside the tariff limits that is causing such operational integrity or reliability issue, as Pipeline determines is necessary, in its reasonable discretion, in order to resolve such issue. Pipeline will conduct any such prorationing in a manner that will take into account the aggregate level of the constituent that is outside the tariff limit and the volume, which methodology will be consistently applied.
- (iv) This exemption will terminate, relative to any Exempt Receipt Point: (i) that is permanently taken out of service, (ii) at which gas ceases to flow for 90 or more days in any 180 day period for reasons other than force majeure, (iii) at which GT&C Section 5.5(C)(v) below applies for 90 or more days in any 180 day period, or (iv) at which Pipeline declined to schedule the entire nomination for Exempt receipts pursuant to GT&C Section 5.5(C)(iii) above for 90 or more days in any 180 day period.
- (v) On any day, if any of the Exempt Receipts fails to meet any of the conditions contained in subsection (ii) above, GT&C Section 5.4 shall apply to such Exempt Receipts as if no effective exemption applies to the receipts.

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FERC Docket: RP10-30-000

**First Revised Sheet No. 573** First Revised Sheet No. 573

Superseding: Original Sheet No. 573

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- 5.6 Notwithstanding the requirements set forth in Section 5.5(A), Pipeline, at any time and from time to time, shall have the right, either by written, oral or telephonic notice to Customer, to arrange for any necessary processing of Customer's quality deficient gas tendered to Pipeline to ensure such gas meets the minimum quality specifications set forth in this Section 5. Pipeline shall bill the applicable Customer and such Customer shall pay Pipeline for all costs incurred by Pipeline relating to the processing of the Customer's gas as necessary to ensure that Pipeline fully recovers such costs and applicable carrying charges. Pipeline shall have the right to sell or otherwise dispose of any or all of the processing products without accounting to Customer or owner of the processed gas.
- 5.7 Pipeline shall have the unqualified right to commingle gas transported hereunder with gas from other sources, and to treat and handle all such gas as its own. It is recognized that gas delivered may not be the same molecules as those received at the Point of Receipt. To the extent Customer or any other party elects not to exercise its rights, if any, to process gas for the removal of liquids and liquefiable hydrocarbons, Pipeline shall have the unqualified right to process such gas for the purpose of removing, among others, liquids and liquefiable hydrocarbons and ownership of such liquids and liquefiable hydrocarbons shall be vested in Pipeline. Prior to July 1, 1993, Pipeline must be advised, by the Customer or any other party electing to exercise their rights, of an initial election to process gas for the removal of liquids and liquefiable hydrocarbons. Effective on October 1, 1993 and thereafter, the Customer or such other party may prospectively change its election by providing Pipeline at least thirty (30) days prior written notice of such changed election; provided, however, such changed election shall remain in effect for a minimum of three (3) months, and provided further, that such changed election shall be effective on the first day of the month after the thirty (30) day notice period. For any period for which the processing election is exercised, the Customer or other applicable party shall be obligated to perform such processing for all relevant gas quantities during such period. The quantities of gas delivered hereunder at the Point(s) of Delivery shall be thermally equivalent to the quantities of gas received at the Point(s) of Receipt for transportation less Applicable Shrinkage and, if applicable, any reduction due to processing.
- 5.8 Pipeline and Customer may agree, or governmental authorities may require, that the gas be odorized by use of a malodorant agent of such character as to indicate by a distinctive odor the presence of gas. Whenever odorized gas is delivered, the quality and specifications, as set forth in this Section 5 of such gas shall be determined prior to the addition of malodorant or with proper allowance for changes or additions due to such malodorant. Such odorization of the gas by the Pipeline, unless otherwise mutually agreed by Customer and Pipeline, shall be for the purpose of detection of the gas only during the time, prior to delivery to the Customer, when in possession of the Pipeline. Pipeline and Customer may agree from time to time, to allow Customer to deliver odorized gas to Pipeline. Pipeline shall not be obligated to receive such odorized gas from Customer when such receipt may, in Pipeline's sole discretion, be detrimental to Pipeline's system operations.

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5.9 Liquefiable Hydrocarbon Postings

Liquefiable Hydrocarbon Limits: If Pipeline reasonably believes, based on available data, that there is a Liquefiable Hydrocarbon Problem and Pipeline reasonably believes, based on available data, that a limit on Liquefiable Hydrocarbons is operationally necessary, Pipeline shall post on its Web site a limit on Liquefiable Hydrocarbons (no lower than the Liquefiable Hydrocarbons Safe Harbor) for receipts on specified Monitoring Segments to cure or prevent hydrocarbon liquid fallout ("Liquefiable Hydrocarbon Limit").

- (A) Location: Pipeline shall establish such Liquefiable Hydrocarbon Limits at the point where liquid fallout occurs or is anticipated to occur if known and then to the receipt points upstream of that location within the Monitoring Segment where the fallout is occurring, or to the entire Monitoring Segment if the point of liquid fallout or anticipated fallout is not known. If that will not correct the Liquefiable Hydrocarbon Problem, Pipeline shall apply Liquefiable Hydrocarbon Limits for each Monitoring Segment immediately upstream of the Monitoring Segment where the liquid fallout occurs up to the nearest Monitoring Point that satisfies the Liquefiable Hydrocarbon Limit.
- (B) Application: Any such Liquefiable Hydrocarbon Limit shall be applied uniformly to all receipt points in such Monitoring Segments upstream of the point where liquid fallout occurs or is anticipated to occur if known or uniformly to all receipt points in the entire such Monitoring Segment if the point of liquid fallout or anticipated fallout is not known. Pipeline's analysis and posting of Liquefiable Hydrocarbon Limits shall not skip over any Monitoring Segment between the Liquefiable Hydrocarbon Problem and the furthestmost upstream Monitoring Segment to which a Liquefiable Hydrocarbon Limit is posted. Pipeline shall post Liquefiable Hydrocarbon Limits in a given Monitoring Segment only to the extent necessary, in Pipeline's reasonable determination, to prevent or cure a Liquefiable Hydrocarbon Problem. Such posted Liquefiable Hydrocarbon Limits shall remain in effect no longer than necessary.

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Pipeline will consider, as one factor to be considered among all relevant operational factors, the seasonal nature of storage injections and withdrawals when setting Liquefiable Hydrocarbon Limits. During the injection season, Pipeline shall set any Liquefiable Hydrocarbon Limits so that, if such gas is injected into storage, it would be able to be withdrawn from storage during withdrawal season, given Pipeline's projections about the operations of the system during withdrawal season and assuming the gas withdrawn would have the same level of Liquefiable Hydrocarbons as the gas injected.

- (C) Notice: Pipeline will provide as much notice of such a Liquefiable Hydrocarbon Limit as reasonably practicable, via Pipeline's Web site.

5.10 Pairing

- (A) When a Liquefiable Hydrocarbon Limit is in effect, Pipeline shall schedule Customer's nomination notwithstanding that Customer's gas does not meet such Liquefiable Hydrocarbon Limit, provided that the nominated gas is being tendered at a Receipt Point that is part of an approved pairing arrangement pursuant to this Section 5.10 ("Paired Point").
- (B) Pipeline shall approve a pairing proposal for Paired Points if the following conditions are met:
  - (i) The Paired Points are within the same Monitoring Segment and are limited to two Receipt Points;
  - (ii) A Receipt Point operator wishing to participate in a pairing arrangement provides Pipeline with a proposal via Pipeline's Web site at least 48 hours in advance of the desired initial gas day for the Paired Points ("Initial Gas Day"), including written statements from the relevant Receipt Point operators specifying the volumes, locations, and Liquefiable Hydrocarbon content of the volumes of gas involved at each Paired Point ("Paired Receipts");

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- (iii) Pipeline determines in its sole discretion (a) that the proposed pairing will physically occur on the Pipeline's system within the same Monitoring Segment as the Paired Receipts and in a way that would alleviate any risk of a Liquefiable Hydrocarbon Problem caused by the Paired Receipts and (b) that the Paired Receipts will commingle sufficiently with each other, assuming no other gas in Pipeline's facilities, so that deliveries at the next downstream delivery point will meet the Liquefiable Hydrocarbon Limit; and
    - (iv) The Paired Receipts otherwise meet the specifications in this Section 5.
- (C) Pipeline shall determine whether the conditions in (B) above are met as follows:
  - (i) Initial determination. After the deadline for timely nominations for the Initial Gas Day, Pipeline shall make a determination regarding whether the Receipt Point operator's proposal satisfies the criteria in subsection (B), and Pipeline will notify the Receipt Point operator accordingly before the start of the Initial Gas Day and shall post the Paired Points if the proposal is approved. To the extent Pipeline cannot determine that the pairing proposal meets all of the above conditions in subsection (B), Pipeline will provide a written denial specifying the basis for its denial to the Receipt Point operator.
  - (ii) Daily determination. With respect to nominations for any gas day after the Initial Gas Day, to the extent Pipeline cannot determine that the pairing proposal meets all of the above conditions in subsection (B), Pipeline may suspend the pairing proposal for such gas day.
  - (iii) Early submittal. Pipeline shall allow Receipt Point operators to submit pairing proposals before a Liquefiable Hydrocarbon Limit is issued, to be effective in the event that such a Liquefiable Hydrocarbon Limit is issued, but Pipeline will not be obligated to evaluate such a proposal and reach a decision regarding whether the proposal meets the conditions in 5.10(B) before the deadline for timely nominations for the Initial Gas Day.



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- (D) An approved pairing proposal may be terminated with 24 hours written notice by either of the Receipt Point operators at any time.
- (E) An approved pairing proposal may be terminated by Pipeline with 24 hours notice, or less if reasonably required to maintain the integrity of the system or reliable service, upon the earlier of:
  - (i) a change in Pipeline's operations so that the pairing arrangement creates an undue risk of a Liquefiable Hydrocarbon Problem,
  - (ii) the Liquefiable Hydrocarbon Limit is no longer in effect (the cessation of effectiveness being deemed written notice), or
  - (iii) the volumes of Liquefiable Hydrocarbon content of the Paired Receipts differ or become different from the volumes and Liquefiable Hydrocarbon content assumed by Pipeline and underlying Pipeline's determination in subsection (B)(iii) above, such that Pipeline's determination would be different if conducted with such different volumes or Liquefiable Hydrocarbon content.
- (F) Notwithstanding anything in this Section 5.10, Pipeline will not accept any gas into its system that contains hydrocarbons or water in liquid form at the temperature and pressure at which the gas is received and delivered.
- (G) If the situation contemplated in subsection (E)(iii) above arises, Pipeline may, in its discretion, curtail scheduled and flowing volumes of Paired Receipts during the gas day in lieu of or in addition to terminating the pairing arrangement.

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6. PRESSURE

6.1 Receipt Pressure Obligations

Customer shall deliver Gas or cause Gas to be delivered to Pipeline for Customer's account at the Point of Receipt specified in the service agreement at the pressure necessary to enter Pipeline's facilities at such Point of Receipt, but not in excess of the maximum receipt pressure obligation specified in the executed service agreement or in excess of the Maximum Allowable Operating Pressure for Pipeline's facilities at such Point of Receipt; provided, further, that Pipeline shall not be obligated to reduce the pressures in its facilities at such Point of Receipt below the pressures which it determines, in its sole judgment, are required from time to time for the operation of its facilities.

6.2 Delivery Pressure Obligations

Pipeline shall deliver Gas hereunder for Customer's account at the Point(s) of Delivery specified in the executed service agreement at such pressures as are available at the Point of Delivery and resulting from Pipeline maintaining a discharge pressure of 750 pounds per square inch gauge pressure at the nearest upstream compressor station and a suction pressure of 575 pounds per square inch gauge pressure at the nearest downstream compressor station, if any, provided, however, Pipeline shall be obligated to deliver Gas at pressures up to, but not in excess of, the maximum delivery pressure obligation specified in such service agreement. Pipeline shall not be obligated to deliver Gas at any time at a pressure in excess of the Maximum Allowable Operating Pressure for Pipeline's facilities at such Point of Delivery. In addition, Pipeline and Customer may specify in the executed service agreement a minimum delivery pressure obligation at any Point of Delivery, and Pipeline shall not be obligated to reduce the pressures in its facilities at such Point of Delivery below such minimum delivery pressure obligation.

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7. MEASUREMENT & MEASUREMENT EQUIPMENT

7.1 Determination of Quantity

The Quantity of Gas received and delivered by Pipeline for Customer's account hereunder shall be measured according to Boyle's and Charles' Laws for the measurement of Gas under varying pressures and temperatures with deviations therefrom as provided in paragraph (I) below and shall be determined as follows:

- (A)- The unit of measurement for the purpose of service under any of Pipeline's rate schedules shall be one (1) Dekatherm (Dth), consisting of one million (1,000,000) British Thermal Units. The number of Dekatherms delivered shall be determined by multiplying the number of Cubic Feet of Gas received or delivered, measured on the measurement basis hereinafter specified, by the Total Heating Value of such Gas, in British Thermal Units per Cubic Foot, as defined in Section 1 of the General Terms and Conditions, and by dividing the product by 1 million (1,000,000).
- (B) The unit of quantity for the purpose of measurement shall be 1 Cubic Foot of Gas at a temperature of 60o Fahrenheit and at an absolute pressure of 14.73 pounds per square inch.
- (C) The unit of weight for the purpose of measurement shall be one (1) pound mass of Gas.
- (D) The average absolute atmospheric pressure shall be assumed to be 14.7 pounds per square inch.
- (E) The temperature of the Gas passing through the meters shall be determined by the use of electronic transducers, recording thermometer or other temperature measuring devices. The arithmetic average of the temperature recorded each 24-hour day shall be used in computing Gas quantities or continuous instantaneous temperature measurements as may be applied to metering instruments to provide the quantity computation.
- (F) The specific gravity of the Gas flowing through the meters shall be determined by gas chromatographic analysis, continuous recording gravitometer, or continuous or spot sampling methods, unless otherwise mutually agreed upon by Customer and Pipeline. The arithmetic average of the specific gravity recorded during each 24-hour day shall be used in computing Gas quantities or continuous instantaneous specific gravity measurements may be applied to metering instruments to provide the quantity computation.

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- (G) When orifice meters are used, the computation of Quantities of Gas delivered shall be in accordance with the recommendations as published by the American Gas Association's Report No. 3, Revised - 1990, and the ANSI/API 2530, First Edition, and any subsequent amendments thereof as may be mutually agreed upon by Customer and Pipeline.
- (H) The Total Heating Value shall be determined by gas chromatographic analysis or by other methods mutually agreed upon by Customer and Pipeline. The arithmetic average of the heating value recorded each 24-hour day and as adjusted to conditions as specified in Section 1 of the General Terms and Conditions, or continuous instantaneous heating value measurements, shall be used for computations requiring energy characteristics.
- (I) The deviation of the Gas delivered hereunder from Boyle's and Charles' Laws shall be determined by gas chromatographic analysis or by analytical methods mutually agreed upon by Pipeline and Customer. The amount of nitrogen and carbon dioxide contained in the Gas shall be determined, for the purpose of determining the deviation factors, every three (3) months or at such other intervals as is found expedient.

7.2 Measurement Operations and Equipment

Measurement Operations shall include, but not be limited to, the operation, calibration and testing of the RTU, transducers, chart recorders, meter runs, gas quality monitoring devices, control valves and responsibility for quantity calculations for the measurement facility. Pipeline may allow Customer or third parties the right to perform Measurement Operations, provided that such Customer or third party furnishes to Pipeline all data required for flow computation and can meet Pipeline's measurement and operating standards; and provided, further, such Customer or third party which performs such Measurement Operations shall be responsible for any and all associated costs of such Measurement Operations unless otherwise agreed by Pipeline and Customer or third party. Measurement equipment shall consist of the necessary metering devices, designed and installed in accordance with the current published recommendations of the American Gas Association or as mutually agreed upon by Customer and Pipeline, measurement equipment shall be installed, operated and maintained at or on each interconnection of Pipeline's facility with facilities of third parties; provided, however, Pipeline shall have the right to require and may install or cause to be installed electronic gas measurement and control equipment at all points.

- (A) Where orifice measurement equipment is to be used, it shall utilize "Flange Tap Connections" and the static pressure shall be measured at the down-stream flange tap connection.
- (B) An electronic temperature transducer, a recording thermometer or other mutually acceptable device shall be installed at the measuring station to continuously measure the flowing Gas temperature.

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- (C) Orifice meter chart recorders or electronic Flow Computers may be used, at Pipeline's option, to determine Gas quantities. Static and differential pressures shall be recorded by Pipeline.
- (D) Where computations of metered quantities require the determination of the specific gravity of the Gas, a gas chromatograph, a recording gravitometer, or sampling device shall be installed at a location mutually agreed upon by Customer and Pipeline.
- (E) Where the Quantity of Gas requires the continuous determination of heating value (Btu), a gas chromatograph to measure and record the heating value (Btu) shall be provided at a location which will measure the Btu content of the Gas delivered, or at a mutually agreeable location unless alternative heating value (Btu) determination methods are mutually agreed upon by Customer and Pipeline.

7.3 Quantity Estimates

Customer and Pipeline shall mutually agree upon the party responsible for reporting the estimated Quantities of Gas entering or leaving Pipeline's facility to Pipeline's gas control on a daily basis.

7.4 Check Measurement and Auditing Equipment

- (A) Customer may install, operate and maintain at its own expense, such check measurement equipment as it shall desire, provided that such equipment shall be so installed as not to interfere with the operation of other, including Pipeline's, measurement equipment at or near each interconnection of Pipeline's facilities with facilities of third parties. Pipeline shall have access to such check measurement equipment at all reasonable hours, but the reading, calibrating and adjusting thereof and the changing of charts shall be done only by Customer.
- (B) Pipeline may install, operate and maintain at its own expense, such auditing equipment as it shall desire, provided that such equipment shall be installed as not to interfere with the operation of other, including Customer's, measurement equipment at or near each interconnection of Pipeline's facilities with facilities of third parties, including Customer. Where Customer uses electronic gas measurement equipment, Customer shall provide or cause to be provided a modem port, connections and measurement data in a form compatible with Pipeline's measurement computer system as it may exist from time to time for Pipeline's monitoring of flow conditions.

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7.5 Access to Equipment and Records

Each party shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's equipment used in measuring receipts and deliveries hereunder. The records from such measurement equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within thirty (30) days after receipt thereof.

7.6 Pressure Protection

Pressure regulation, pressure override and pressure relief valve or other pressure limiting devices installed and operated by Pipeline at the measuring station or at or near each interconnection of Pipeline's facilities with facilities of third parties shall only be for the purpose of operation and protection of Pipeline's measurement equipment and Pipeline's facilities.

7.7 Test of Meters

The accuracy of the Pipeline's and Customer's measurement equipment shall be verified by Pipeline and Customer at reasonable intervals and, if requested, in the presence of representatives of the Pipeline and Customer.

- (A) Pipeline and Customer shall not be required to verify the accuracy of orifice meter equipment more frequently than once in any thirty (30) day period.
- (B) Pipeline and Customer shall not be required to verify the accuracy of measurement equipment, other than orifice meter equipment, more frequently than once in any ninety (90) day period.
- (C) Pipeline and Customer shall not be required to verify the accuracy of the gas chromatograph or other heating value measurement device more frequently than once in any thirty (30) day period.
- (D) Any errors or discrepancies found when testing shall be corrected immediately whenever possible or as soon thereafter as procurement of repair parts, materials and tools can be arranged.

7.8 Measurement Equipment Inaccuracy and Failure

The Quantity of Gas received and delivered by Pipeline and delivered to Customer or for Customer's account hereunder during periods when the measurement equipment is out of service or registering inaccurately shall be estimated as follows:

- (A) If, upon test, any measurement equipment, the readings of which are used in the registration, integration or com-

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putation of Quantities of Gas hereunder, is found to be in error to the extent that it introduces not more than one percent (1%) measurement error in the individual measurement equipment affected, previous records of such equipment shall be considered accurate;

- (B) If, upon test, any such above measurement equipment is found to be in error, to the extent that it causes the registered or computed quantities of the instrument(s) so affected to be in error, by an amount exceeding one percent (1%) at a recording corresponding to the average hourly rate of flow-through the instrument(s) in the period since the last preceding test, then any registrations, integration or computed quantities of such instrument(s) affected shall be corrected to zero (0) error for any part of the period since the last test in which such error is known to have existed or which may be agreed upon by representatives of the parties. In case the period of such error is not known definitely or agreed upon, such correction shall be for a period of one-half (1/2) of the elapsed time since the date of the last test, but not exceeding a correction period of sixteen (16) days where orifice measurement equipment is used in the computation of quantity and not exceeding forty-five (45) days where other measurement equipment is used; and
- (C) If no tests have been performed to determine the degree of inaccuracy, or measurement equipment is out of service, the Quantity of Gas shall be estimated:
  - (1) By using the registration of any existing and agreed upon check equipment considered by parties concerned to be registering accurately, or in the absence of such facilities,
  - (2) By correcting the error, if the quantity or percentage of error is ascertainable by calibration, test, or mathematical calculation, or if neither of the two foregoing procedures are applicable,
  - (3) By relating the quantity of receipt or delivery to receipts or deliveries during periods under similar conditions when the measurement equipment was deemed to have been registering accurately.

7.9 Preservation of Records

Each party shall preserve for a period of at least two (2) years all test data, charts and other similar records or such longer period as may be required by the Federal Energy Regulatory Commission.

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7.10 Flow Control

The Pipeline shall control flow of Gas into and out of its facilities at all measurement facilities, but may allow the following if all of Pipeline's operating standards and requirements are met: (a) Pipeline may allow third parties to control flow into the Pipeline's facilities, and (b) Pipeline may allow third parties to control flow out of the Pipeline's facilities, but reserves the right to override the third party's flow control equipment.

7.11 Maintenance

(A) Major Maintenance

Major Maintenance shall include, but not be limited to, the repair or replacement of major components and equipment required to support the Measurement Operations. For measurement facilities which Customer or third party owns and for which Pipeline performs Measurement Operations, such Customer or third party shall be responsible for any and all associated costs of such Major Maintenance unless otherwise agreed by Pipeline and Customer or third party.

(B) Routine Maintenance

Routine Maintenance shall be the normal day to day maintenance required to support the Measurement Operations or necessary to upkeep the measurement facility and shall include, but not be limited to, replacement of minor replacement parts for instrumentation, measurement equipment (including the RTU) and minor valves and piping. The entity (Pipeline, Customer or third party) which performs the Measurement Operations for the measurement facility shall also be responsible for such Routine Maintenance and any and all associated costs of such Routine Maintenance unless otherwise agreed by Pipeline and Customer or third party.



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8. IMBALANCE RESOLUTION PROCEDURES

It is the Cash-out Party's responsibility to provide accurate and timely nominations of quantities proposed to be received and delivered by Pipeline under all of Cash-out Party's service agreements; to maintain each Day as nearly as practicable equality between quantities actually taken under each service agreement and scheduled quantities under each service agreement; and to maintain a concurrent balance between receipts and deliveries under each of Cash-out Party's service agreements.

- 8.1 Resolution of Monthly Imbalances. During the Month, Cash-out Party may use any or all Imbalance Management Services, as defined in Section 1 of the General Terms and Conditions, to reduce or eliminate the cash-out exposure for a monthly imbalance. In addition, Cash-out Party may trade an imbalance with another Cash-out Party, in accordance with Section 8.3 below, until the close of the seventeenth Business Day after the end of the Month during which the imbalance occurred. Any imbalance(s) not resolved via any of the Imbalance Management Services will be resolved via the cash-out mechanism set forth in Section 8.5.
- 8.2 Imbalance Management Services. The Imbalance Management Services offered by Pipeline are identified in Section 1 of the General Terms and Conditions. Details of each service are included in the Rate Schedule and Form of Service Agreement contained in this tariff, or in this Section 8.
- 8.3 Imbalance Trading. Pipeline shall allow Cash-out Parties to trade imbalances within the same Operational Impact Area, or between Operational Impact Areas, as defined in Section 1 of the General Terms and Conditions, if the two Cash-out Parties' imbalances are offsetting balances for the Month, such that the net imbalance for each Cash-out Party after the completion of the trade would be reduced to a quantity closer to zero. A Cash-out Party may trade any imbalance with another Cash-out Party, provided that the trade shall not require transportation through a Posted Point of Restriction, as defined in Section 1 of the General Terms and Conditions, posted on the Days the imbalance occurred. Trading imbalances across a Posted Point of Restriction will be allowed if, on the Days the imbalances occurred, the transaction would offset Pipeline's Daily System Imbalance such that the imbalance downstream of the Posted Point of Restriction is due Shipper and the imbalance upstream of the Posted Point of Restriction is due Pipeline. The Cash-out Party with an imbalance resulting from receipts from Cash-out Party in excess of deliveries by Pipeline will reimburse Pipeline for any difference in transportation revenues that may result from such trading. Any trades across Operational Impact Areas are subject to payment of the Zone transportation differential pursuant to an executed service agreement.

Pipeline will provide the ability to post and trade imbalances at any time during the Gas flow Month, and until the close of the seventeenth Business Day after the end of the Month during which the imbalances occurred. To facilitate the trading process, Pipeline will, upon receipt of Cash-out Party's authorization, post a Cash-out Party's imbalance quantity on its Web site. Authorizations to Post Imbalances that are received by Pipeline by 11:45 a.m. will be effective by 8:00 a.m. the next Business Day (central clock time). An Authorization to Post Imbalances will remain in effect until cancelled by the Cash-out Party. Imbalances previously authorized for posting will be posted as they become available, but no later than the ninth Business Day of the Month; however, Pipeline will not be required to post zero imbalances. The information posted will identify the Cash-out Party, the Operational Impact Area and the Gas flow Month

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applicable to the posted imbalance quantity. For purposes of determining the imbalance quantity that will be posted, all imbalances within an Operational Impact Area due Cash-out Party under all of Cash-out Party's contracts and all imbalances in that Operational Impact Area due Pipeline under all of Cash-out Party's contracts shall be summed together to yield a single net imbalance quantity for the Cash-out Party in that Operational Impact Area for the Month, unless otherwise agreed to pursuant to Section 8.4 below. Pipeline will provide to all Customers the ability to view, and upon request, download posted imbalance information. Pipeline shall enable the imbalance trading process by (i) receiving the Request for Imbalance Trade, (ii) receiving the Imbalance Trade Confirmation, (iii) sending the Imbalance Trade Notification to all affected parties, and (iv) reflecting the trade prior to or on the next monthly Shipper Imbalance or cash-out. When trading imbalances, the quantity to be traded must be specified. After receipt of an Imbalance Trade Confirmation, Pipeline will send the Imbalance Trade Notification to the initiating trader and the confirming trader no later than noon (central clock time) on the next Business Day. Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by Pipeline. Pipeline shall update the Cash-out Party's imbalance data to reflect any final trades of imbalance quantities no later than 9:00 a.m. CT on the next Business Day after the trade is finalized.

8.4 Imbalance Netting

For purposes of determining the quantity of Cash-out Party's monthly imbalance, all imbalances within an Operational Impact Area due Cash-out Party under all of Cash-out Party's contracts and all imbalances in that same Operational Impact Area due Pipeline under all of Cash-out Party's contracts shall be summed together to yield a single volume of net imbalances for that Operational Impact Area for that Month unless otherwise requested in writing by Cash-out Party. Any monthly imbalances not resolved after Sections 8.2 and 8.3 above have been utilized will be subject to resolution in accordance with Section 8.5 below.

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8.5 Cash-out Provision

It is the responsibility of the Cash-out Party to eliminate any end-of-Month imbalance quantities not resolved in accordance with Section 3.3 of Rate Schedule TABS-1, Section 2.3 of Rate Schedule MBA and Sections 8.2, 8.3 and 8.4 herein with a final resolution of such end-of-month imbalances by cash settlement with Pipeline. Pipeline and the Cash-out Party shall settle in cash any net imbalance remaining between actual quantities received, adjusted for Applicable Shrinkage, and actual quantities delivered unless otherwise mutually agreed. Prior to or with the monthly transportation invoice, Pipeline will render each Cash-out Party a statement detailing the unresolved imbalance quantity and a bill for the amount due Pipeline or a credit of the amount due Cash-out Party, as determined below. Rendered is defined as postmarked, time-stamped and delivered to the designated site.

(A) Determination of Index Price:

Weekly Spot Index Price(s) shall be established as set forth below:

- (1) Each week a Spot Index Price will be derived for each of the following Zones from the following posted spot prices as published in Natural Gas Week's "Gas Price Report" applicable to the following geographical regions:
  - (a) STX Zone: Texas , Gulf Coast, Offshore, Spot Delivered to Pipeline.
  - (b) ETX Zone: An average of Texas, Gulf Coast, Onshore, Spot Delivered to Pipeline and Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline.
  - (c) WLA Zone: Louisiana, Gulf Coast, Offshore, Spot Delivered to Pipeline.
  - (d) ELA Zone: Louisiana, Gulf Coast, Onshore, Spot Delivered to Pipeline.

In the event that these prices are no longer available or valid, Pipeline will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to refund.

(B) Imbalance Due Pipeline:

In the event of an imbalance, when actual deliveries exceed actual receipts, Pipeline will bill the Cash-out Party for such excess delivery or deficiency of receipts.

- (1) Each Month a Total Monthly Imbalance Percentage will be calculated by using the lesser of the operational imbalance level, stated as a percentage, or the actual

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imbalance level stated as a percentage. The operational imbalance percentage shall be determined on a month-to-date basis by dividing operational imbalances by the scheduled quantities. The actual imbalance percentage shall be determined by dividing actual imbalances by the scheduled quantities. Operating data and actual data will be accessible via the LINK® System or other mutually agreeable form of communication. Imbalances resulting from capacity restrictions caused by Pipeline beyond the period allowed under Section 3 of any of Pipeline's applicable firm rate schedules and force majeure will be Cashed-out at the monthly average spot price. Such imbalance quantities will be excluded from the determination of imbalance percentages and the monthly Cash-out bill determined pursuant to Section 8.5(B) (2).

- (2) If a Cash-out Party's imbalance is less than or equal to 5%, the monthly Cash-out bill will be based on the monthly average Spot Index Price. If a Cash-out Party's imbalance is greater than 5%, the monthly Cash-out bill will be based on the accumulated sum of the results of the formulas listed below such that and until the total monthly imbalance is fully accounted for:

Imbalance Level	Factor	Applicable Spot Index by Zone
0% - =<5%	1.00	highest weekly
>5% - =<10%	1.10	(highest weekly x quantity >5%) + level above
>10% - =<15%	1.20	(highest weekly x quantity >10%) + levels above
>15% - =<20%	1.30	(highest weekly x quantity >15%) + levels above
>20% - =<25%	1.40	(highest weekly x quantity >20%) + levels above
>25%	1.50	(highest weekly x quantity >25%) + levels above

The amount due Pipeline shall be determined by multiplying the corresponding Imbalance Level Factor for the Month by the applicable Spot Index Price for the applicable Zone times the actual quantities of excess delivery or deficiency of receipts for the Month. For Rate Schedule SCT Customers, such Imbalance Level shall be determined after Pipeline subtracts up to 4,828 Dth, as necessary, from each Rate Schedule SCT Customer's total monthly imbalance. Such amount subtracted up to 4,828 Dth will be Cashed-out at the monthly average. When the Total Monthly Imbalance

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Percentage is calculated based on the operational imbalance level, actual quantities in excess of that level will be multiplied by the Imbalance Level Factor corresponding to the Total Monthly Imbalance Percentage.

- (3) For imbalances due Pipeline in the Market Area Zone(s) where the imbalance occurred, such imbalance quantity, if 5% or less, will be multiplied by the applicable monthly average of the weekly Spot Index Price for the four Access Area Zones. If such imbalance quantity is greater than 5%, it will be multiplied by the average of the highest weekly Spot Index Price for the four Access Area Zones.

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- (4) The Cash-out Party shall pay Pipeline as provided herein and in accordance with Section 10 of the General Terms and Conditions. If payment is not received within ten (10) days of the date of the bill, Cash-out Party shall then have thirty (30) days to either pay the bill with accrued interest or provide evidence of intent to pay. If payment, or other good and sufficient security is not received, Pipeline shall give notice to Cash-out Party, and Pipeline may suspend service to Cash-out Party effective immediately upon notice to Cash-out Party and the Commission. Pipeline will not suspend service in the case of a valid billing dispute, however, in the event of default by a TABS-1, TABS-2 or MBA Party, the transportation Customer(s) is responsible for the payment provisions contained in this section; provided, however, that in the event that more than one transportation Customer is receiving service from a TABS-1 or TABS-2 Service Point or MBA Zone, such Customer will be Cashed-out according to the predetermined allocation given to Pipeline by the supplier. If predetermined allocation is unavailable, each Customer's pro rata share of actual quantities received will be used to determine Cash-out bills.

(C) Imbalance Due Cash-out Party:

In the event of an imbalance, when actual deliveries are less than actual receipts, Pipeline will purchase from the Cash-out Party such excess receipts or deficiency of deliveries.

(1) Imbalance Due Cash-out Party

Each Month a Total Monthly Imbalance Percentage will be calculated by using the lesser of the operational imbalance level, stated as a percentage, or the actual imbalance level stated as a percentage. The operational imbalance percentage shall be determined on a month-to-date basis by dividing operational imbalances by the scheduled quantities. The actual imbalance percentage shall be determined by dividing actual imbalances by the scheduled quantities. Operating data and actual data will be accessible via the LINK® System or other mutually agreeable form of communication.

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- (2) If a Cash-out Party's imbalance is less than or equal to 5%, the monthly Cash-out bill will be based on the monthly average Spot Index Price. If a Cash-out Party's imbalance is greater than 5%, the monthly Cash-out bill will be based on the accumulated sum of the results of the formulas listed below such that and until the total monthly imbalance is fully accounted for:

Imbalance Level	Factor	Applicable Spot Index by Zone
0% - =<5%	1.00	lowest weekly
>5% - =<10%	.90	(lowest weekly x quantity >5%) + level above
>10% - =<15%	.80	(lowest weekly x quantity >10%) + levels above
>15% - =<20%	.70	(lowest weekly x quantity >15%) + levels above
>20% - =<25%	.60	(lowest weekly x quantity >20%) + levels above
>25%	.50	(lowest weekly x quantity >25%) + levels above

The amount due Cash-out Party shall be determined by multiplying the corresponding Imbalance Level Factor for the Month by the applicable Spot Index Price for the applicable Zone times the actual quantities of excess receipts or deficiency of deliveries for the Month. For Rate Schedule SCT Customers, such Imbalance Level shall be determined after Pipeline subtracts up to 4,828 Dth, from each Rate Schedule SCT Customer's total monthly imbalance. Such amount subtracted up to 4,828 Dth will be Cashed-out at the monthly average. When the Total Monthly Imbalance Percentage is based on the operational imbalance level, actual quantities in excess of that level will be multiplied by the Imbalance Level Factor corresponding to the Total Monthly Imbalance Percentage.

- (3) For imbalances due Cash-out Party in the Market Area Zone(s) where the imbalance occurred, such imbalance quantity, if 5% or less, will be multiplied by the applicable monthly average of the weekly Spot Index Price for the four Access Area Zones. If such imbalance quantity is greater than 5%, it will be multiplied by the average of the lowest weekly Spot Index Price for the four Access Area Zones.

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- (D) If an imbalance is caused by a failure of Pipeline to meet its contractual pressures or if all of the Customer's Point(s) of Delivery are on flow control and are controlled by the Pipeline, Cash-out will be performed at the monthly average index price. The monthly average index price shall be calculated by taking the summation of all the weekly Spot Index Prices, for the Month, divided by the number of such weekly Spot Index Prices.
- (E) If an imbalance or any portion of an imbalance is a direct result of Customer's inability to reconcile during the Month due to issuance of operational flow orders pursuant to Section 4.3 or to the provisions of TABS-2, then Pipeline will extend the Customer's time for volumetric reconciliation to the end of the next calendar Month. Any



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imbalance remaining at the end of the extended period will be subject to the Cash-out provisions of this Section 8.

(F) Disposition of Cash-out Quantities:

Pipeline, at its discretion, may dispose of the net excess quantities purchased under this Section 8.5 in accordance with the procedures contained in Section 8.7 of the General Terms and Conditions.

(G) Disposition of Cash-out Proceeds:

Pipeline, at its discretion, may use proceeds received from Cash-out of imbalances due Pipeline pursuant to Section 8.5(B) to purchase at any time and from time to time Quantities of Gas.

(H) Disposition of Net Cash-out Proceeds:

Pipeline shall credit to the Applicable Shrinkage Deferred Account as provided in Section 15.6(D)(1) herein, the net proceeds from the operation of the imbalance resolution procedures contained in this Section 8. Such net proceeds shall be credited on a monthly basis.

(I) [Reserved for Future Use]

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8.6 Suspense Gas

- (A) All Suspense Gas shall be subject to the provisions of this Section 8.6. Pipeline shall have the right to dispose of Suspense Gas in accordance with this Section. Pipeline shall give notice to the operator of the applicable Point of Receipt where the Suspense Gas was received, that the Suspense Gas is subject to these provisions and will be posted on the LINK® System. On the first Business Day following the fifteenth of each Month, Pipeline shall post on the LINK® System the quantity, production Day(s) received on the system, and the Point(s) of Receipt for any Suspense Gas received in prior production Months. Pipeline will continue to post on the LINK® System for the lesser of four (4) Business Days, inclusive of the initial date of posting, or until a Valid Claim has been submitted by a Claimant. In order to be a Valid Claim for purposes hereof, a claim must (1) be provided to Pipeline in writing; (2) identify the specific Suspense Gas received by Pipeline; (3) provide evidence of ownership of the Suspense Gas claimed; (4) agree to indemnify Pipeline and provide evidence acceptable to Pipeline of Claimant's ability to so indemnify Pipeline fully with respect to any adverse claims to ownership of the Suspense Gas or to the proceeds resulting from the sale thereof; and (5) identify an existing transportation service agreement with Pipeline that contains the Point of Receipt at which the Suspense Gas was received under which such quantity shall be allocated. Claimant, as a Customer, agrees to pay the applicable transportation rate and a charge equivalent up to the maximum ISS-1 Space Charge on the average daily balance for each Month applicable to the period beginning when the Suspense Gas was received by Pipeline and ending when the quantity of Suspense Gas is delivered. All such claimed Suspense Gas must be transported and delivered before the end of the Month following the Month in which the Gas is claimed. Claimant's failure to transport and deliver all of such Suspense Gas quantity before the end of such period shall subject such undelivered quantities to Section 8.1 of the General Terms and Conditions net of the accumulated equivalent ISS-1 Space Charge on the average daily balance for each Month.
- (B) Applicable Penalties Pursuant to Claiming Suspense Gas:
- Once a Valid Claim is submitted, the Gas becomes subject prospectively to all Cash-out provisions at Point(s) of Delivery and scheduling penalties contained in this FERC Gas Tariff.
- (C) Disposition of Suspense Gas:
- (1) If a Valid Claim is not submitted during the notice period, title to the unclaimed Suspense Gas is vested in Pipeline and Pipeline shall retain the unclaimed Gas

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with no payment required from Pipeline and without recourse from any party. At Pipeline's discretion, Pipeline has the option of either retaining the Gas for its own use or for disposing of it in accordance with procedures contained in Section 8.7 of the General Terms and Conditions.

- (2) If Pipeline desires to retain the Gas for its own use, it shall be valued, for accounting purposes, at zero cost.

(D) [Reserved for Future Use]

8.7 Disposition of Excess Quantities

If Pipeline desires to auction at any time the net excess quantities purchased under Section 8.5 of the General Terms and Conditions or the quantities of unclaimed Suspense Gas and Gas not withdrawn pursuant to Section 2.2 of Rate Schedule ISS-1 and retained under Section 8.6 of the General Terms and Conditions or the net quantities available to Pipeline as a result of over-realization of in-kind compensation pursuant to Section 15.6 of the General Terms and Conditions or the Quantity of Gas retained under Section 7.5 of Rate Schedule PAL, Pipeline 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. Pipeline shall accept bids only during the time period from 7:00 a.m. until 11:00 a.m. CT on the Business Day that bids are due. Prior to 4:00 p.m. CT of the same day, Pipeline shall notify the Customer submitting the highest bid; provided, however, Pipeline reserves the right to reject all bids. When the Gas is purchased at auction, Customer must provide identification of the existing transportation service agreement with Pipeline under which Customer shall nominate, transport and deliver all Gas by the end of the Month following the Month in which the Gas is purchased. Customer agrees to pay the applicable transportation rate and a charge equivalent to the maximum ISS-1 Space Charge on the average daily balance for each Month applicable to the period beginning when the bid was accepted at auction and ending when the Quantity of Gas is delivered. Customer further agrees that the Gas is subject to Section 8.5, prospectively from the date of Customer's purchase pursuant to this Section 8.7, at the Point(s) of Delivery, net of the accumulated equivalent ISS-1 Space Charge and subject to all penalties contained in Pipeline's FERC Gas Tariff. All auction proceeds shall be handled in accordance with Section 15.6.

8.8 Operational Balancing Agreements

- (A) Any imbalances arising under any transportation agreement between Customer and Pipeline that are attributable to variances (1) between actual receipts of Natural Gas and scheduled and confirmed receipts of Natural Gas at Point(s)

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of Receipt into Pipeline's system, or (2) between actual deliveries of Natural Gas and scheduled and confirmed deliveries of Natural Gas at Point(s) of Delivery from Pipeline's system, which Point(s) of Receipt and/or Point(s) of Delivery are subject to Operational Balancing Agreements, as more fully described in Section 8.8(B), on the Day or Days such variances arise, will be resolved by Pipeline pursuant to the terms of the applicable Operational Balancing Agreement and Customer shall not be subject to any imbalance charges or penalties pursuant to its transportation agreements with Pipeline for such imbalances.

- (B) For the purpose of minimizing operational conflicts between various pipeline facilities with respect to the delivery of Gas to and from Pipeline's facilities, Pipeline is willing to negotiate and execute Operational Balancing Agreements with appropriate parties that operate Natural Gas facilities which interconnect with Pipeline's system (herein called OBA Party). Such Operational Balancing Agreements shall specify the Gas custody transfer procedures to be followed by Pipeline and OBA Party for the confirmation of scheduled quantities to be received by Pipeline at Point(s) of Receipt and delivered by Pipeline at Point(s) of Delivery. Such Operational Balancing Agreements will provide that any variance between actual quantities and scheduled and confirmed quantities for any Day shall be resolved in-kind promptly or Cash-out pursuant to the terms of the Operational Balancing Agreement. To facilitate such determination of variances on a timely basis, Pipeline and the OBA Party will agree in the Operational Balancing Agreement on necessary measurement and accounting procedures. Pipeline shall post on the LINK® System those Point(s) of Receipt and Point(s) of Delivery which are subject to an Operational Balancing Agreement. Pipeline will also provide to any party upon request a copy of any executed Operational Balancing Agreement.
- (C) It is Pipeline's intent to negotiate and execute Operational Balancing Agreements on a non-discriminatory basis with any OBA Party. However, Pipeline shall have no obligation to negotiate and execute Operational Balancing Agreements with any OBA Party that:
- (1) is not creditworthy as determined pursuant to Section 3.3 of the General Terms and Conditions; for purposes of such provision, references to Customer shall refer to the OBA Party.
  - (2) does not maintain dispatching operation which is staffed on a continuous, around-the-clock basis 365 days per year;

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**Original Sheet No. 593** Original Sheet No. 593 : Effective

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- (3) would cause the level of regulation which Pipeline is subject to prior to the execution of the applicable Operational Balancing Agreement to increase; or
  - (4) does not commit to timely determination of variances based on reasonable available measurement technology.
- (D) Nothing in this Section 8.8 nor any executed Operational Balancing Agreement shall limit Pipeline's rights to take action as may be required to adjust receipts and deliveries under any transportation agreement to reflect actual experience or to alleviate conditions which threaten the integrity of Pipeline's system, including maintenance of service to higher priority Customers and/or services.

**Fourth Revised Sheet No. 594** Fourth Revised Sheet No. 594  
Superseding: Third Revised Sheet No. 594

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9. SEGMENT CAPACITY ENTITLEMENTS

- 9.1 This Section sets forth the terms and conditions regarding the Base and Operational Segment Capacity Entitlements for Customers paying Reservation Charges under Section 3.2 of Rate Schedules CDS, FT-1 and SCT (such Customers hereinafter referred to as "Entitlement Holders"). Entitlement quantities for Customers with executed service agreements under Rate Schedule MLS-1 will be calculated in accordance with Rate Schedule MLS-1 and the executed MLS-1 Service Agreement. The Operational Segment Capacity Entitlements shall be controlling for the scheduling of Gas within the Access Area subject to this Section 9 and Section 4.3. Pipeline shall recalculate on an annual basis in a not unduly discriminatory manner Customer's Operational Segment Capacity Entitlements based on information provided by Customer or Pipeline projections, including the peak day receipts of Gas by Pipeline and deliveries of Gas by Pipeline. Such recalculated Operational Segment Capacity Entitlements, along with supporting documentation explaining the basis for any change(s), shall be filed with the Commission each September 1 to be effective the following November 1, subject to Commission approval. Adjustments to entitlements pursuant to this Section 9.1 will be applied to capacity obtained by Replacement Customers pursuant to Section 3.14, each November, as applicable. Adjustments will be applied pro rata between each Customer and Replacement Customer, or such other method mutually agreeable to the affected parties. The Operational Segment Capacity Entitlements as well as the input distribution of Operational Segment Capacity Entitlements at each compression station site and pipeline junction are displayed in the LINK® System. Operational Segment Capacity Entitlements as displayed in the LINK® System will be updated as required to include changes in entitlements pursuant to Section 3.14 and Sections 9.1 and 9.9. These updated Operational Segment Capacity Entitlements will serve as the basis for scheduling and curtailment of service in accordance with Section 4 and this Section 9. The Base Segment Capacity Entitlements represent the distribution of capacity to Entitlement Holders calculated by assuming that all quantities flowing through each segment enters such segment at the furthestmost upstream point and exits such segment through the furthestmost downstream point. Base Segment Capacity Entitlements are included as a reference to assist Entitlement Holders in understanding the impact of modifying the location of a Point of Receipt on the capacity of a given segment.

An Entitlement Holder may cause in the aggregate quantities of Natural Gas to be received into each of Pipeline's Access Area Zones under Rate Schedules CDS, FT-1 and SCT up to its Operational Segment Capacity Entitlements. To the extent that receipt by Pipeline of quantities in excess of the Operational Segment Capacity Entitlements for one Customer will not impair Pipeline's ability to receive Quantities of Gas up to the Operational Segment Capacity Entitlements requested by any other Customers or impair Pipeline's ability to meet its other firm obligations, such excess quantities (herein called "Preferential Capacity") may be utilized by such Customer. Entitlement Holders are permitted to use such Preferential Capacity to source from the Access Area the lesser of Customer's MDQ or an aggregate Quantity of Gas equal to the sum of Customer's ETX/M1 and ELA/M1 Zone Boundary Entry Quantities (which includes Customer's Transportation Path entitlement from Kosciusko, Mississippi). In the event Gas tendered by more than one Entitlement Holder who has Operational Segment Capacity Entitlements must be reduced, such reduction shall be pro

GENERAL TERMS AND CONDITIONS  
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rata based on each affected Entitlement Holder's Operational Segment Capacity Entitlement. The Base Segment Capacity Entitlements and the Operational Segment Capacity Entitlements are displayed in the LINK® System. The conditions upon which such entitlements are based are set forth in Sections 9.2 through 9.6.

9.2 Zone STX

Each Customer's Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement for the Point(s) of Receipt in Zone STX are shown on Texas Eastern's Informational Postings Web site under "Entitlements Reporting - Section 9" in the column "Base Qt" and the column "Operating Qt", respectively. Receipts up to the Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement are subject to the following conditions precedent:

- (A) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement into Blessing of no more than the "Suction Blessing" quantity.
- (B) [Reserved for Future Use]
- (C) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement exiting Zone STX to Zone ETX of no more than the "STX Exit into ETX" quantity.
- (D) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement exiting Zone STX to Zone WLA of no more than the "STX Exit into WLA" quantity.

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9.3 Zone ETX

Each Customer's Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement for Point(s) of Receipt in Zone ETX, including receipts from Zone STX, are shown on Texas Eastern's Informational Postings Web site under "Entitlements Reporting - Section 9" in the column "Base Qt" and the column "Operating Qt", respectively. Receipts up to the Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement are subject to the following conditions precedent:

- (A) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement entering Zone ETX from Zone STX of no more than the "ETX Entry from STX" quantity.
- (B) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement into Joaquin of no more than the "Suction Joaquin" quantity.
- (C) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement exiting Loggy Bayou of no more than the "ETX Exit Loggy Bayou" quantity.
- (D) [Reserved for Future Use]
- (E) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement exiting Zone ETX to Market Zone 1 of no more than the "ETX Exit into M1 24" quantity.



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(Continued)

9.4 Zone WLA

Each Customer's Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement for Point(s) of Receipt in Zone WLA, including receipts from Zone STX, are shown on Texas Eastern's Informational Postings Web site under "Entitlements Reporting - Section 9" in the column "Base Qt" and the column "Operating Qt", respectively. Receipts up to the Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement are subject to the following conditions precedent:

- (A) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement entering Zone WLA from Zone STX of no more than the "WLA Entry from STX" quantity.
- (B) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement from Cameron System of no more than the "Cameron System" quantity.
- (C) [Reserved for Future Use]
- (D) [Reserved for Future Use]
- (E) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement exiting Zone WLA to Zone ELA of no more than the "WLA Exit into ELA" quantity.

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**First Revised Sheet No. 598** First Revised Sheet No. 598 : Effective  
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9.5 Zone ELA

Each Customer's Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement for Point(s) of Receipt in Zone ELA, including receipts from Zone WLA, are shown on Texas Eastern's Informational Postings Web site under "Entitlements Reporting - Section 9" in the column "Base Qt" and the column "Operating Qt", respectively. Receipts up to the Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement are subject to the following conditions precedent:

- (A) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement entering Zone ELA from Zone WLA of no more than the "ELA Entry from WLA" quantity.
- (B) Base Segment Capacity Entitlements and Operational Segment Capacity Entitlements from Venice System of no more than the "Venice System" quantity.
- (C) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement from "Monroe Line" of no more than the "Monroe Line" quantity.
- (D) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement from "Clinton Line" of no more than the "Clinton Line" quantity.
- (E) Base Segment Capacity Entitlement and Operational Segment Capacity Entitlement exiting Zone ELA to Market Zone 1 of no more than the "ELA Exit into M1 30" quantity.

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**Sheet No. 599** Sheet No. 599 :    Effective

Sheet No. 599 is  
being reserved for future use.

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**Second Revised Sheet No. 600** Second Revised Sheet No. 600

Superseding: First Revised Sheet No. 600

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- 9.6 The Base Segment Capacity Entitlements and the Operational Segment Capacity Entitlements specified in the LINK® System and the contractual quantities specified in executed service agreements are based on a winter peak day design assumption utilized in designing and constructing Pipeline's facilities. The "ELA Total Operational Segment Capacity Entitlements" are based on the assumption that at least 215,000 Dth of Gas is being delivered into Pipeline's system on the Monroe lateral. To the extent Pipeline in fact experiences a peak day under operating conditions other than those assumed for a winter peak day design, Pipeline's ability to receive or deliver on the same Day the aggregate MDQ for all Customers may be adversely impacted.
- 9.7 [Reserved for Future Use]
- 9.8 [Reserved for Future Use]

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*FERC Docket: RP10-53-000*

**Second Revised Sheet No. 601** Second Revised Sheet No. 601

Superseding: First Revised Sheet No. 601

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9.9    Zone Boundary Entry Quantity and Zone Boundary Exit Quantity

Each executed service agreement under Rate Schedules CDS, FT-1, and SCT shall specify for each Zone, the Customer's relevant Zone Boundary Entry Quantity and Zone Boundary Exit Quantity, by Zone. Each Customer's aggregate Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for service under Rate Schedules CDS, FT-1, and SCT are set forth in the LINK® System. Pipeline shall permit in-line custody transfers for up to the Zone Boundary Entry Quantity and Zone Boundary Exit Quantity at the applicable Zone boundary. Custody transfers may take place at the Zone boundary between firm service agreements, interruptible service agreements, and any combination thereof. In the event the Zone Boundary Exit Quantity and the Zone Boundary Entry Quantity for adjacent Zones are not equal, Customer's right to cause Gas to exit or enter such Zones is limited to the lower of the Zone Boundary Exit Quantity or Zone Boundary Entry Quantity. Volumes delivered at the exit of any Zone are deemed delivered within that Zone and the subsequent receipt is deemed received in the downstream Zone for rate calculation purposes.

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10. BILLING AND PAYMENT

10.1 Unit of Measurement

The unit of measurement for the purpose of billing shall be one (1) Dekatherm (Dth), consisting of one million (1,000,000) British Thermal Units. The number of Dekatherms delivered shall be determined by multiplying the number of Cubic Feet of Gas delivered, measured on the measurement basis established by Section 7 of the General Terms and Conditions, by the Total Heating Value of such Gas, in British Thermal Units per Cubic Foot, as defined in Section 1 of the General Terms and Conditions and by dividing the product by 1 million (1,000,000).

10.2 Monthly Bill

Pipeline shall bill Customer on or before the tenth of each Month for services rendered hereunder during the preceding Month. Such bill shall be delivered to Customer or its agent by posting Customer's final bill on Pipeline's LINK® System and posting a general notice of the availability of the final bills on Pipeline's Informational Postings Web site. Pipeline will provide an e-mail notification, if an e-mail address has been designated by Customer, contemporaneously with the posting of the final bill on Pipeline's LINK® System. It is the Customer's responsibility to update e-mail address information provided to Pipeline 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 bill on Pipeline's LINK® System.

10.3 Access to Billing Data

Both Pipeline and Customer shall have the right to examine at reasonable times the books, records, computer records, and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof.

10.4 More Than One Customer

When two or more persons constitute Customer under one (1) service agreement, for billing purposes as between such persons, and except as may otherwise be agreed, each such person shall be charged for that proportion of the total monthly charge under each rate schedule which service to such person under such rate schedule bears to total service under such rate schedule, pursuant to such Service Agreement. Such proportionate billing shall not affect the joint and several obligations of such persons under such Service Agreement.

10.5 Payment

Customer shall pay Pipeline by check or electronic transfer of federal funds no later than ten (10) days from the date of the bill as specified in Section 10.2, except when such day is a Saturday, Sunday or bank holiday, in which case payment is due the following Business Day (hereinafter called Due Date), for service provided during the preceding Month, and billed by Pipeline for said Month according to the measurements, computations and rates provided; provided, however, if Customer pays by check sent directly to Pipeline's lockbox, it must be received by Pipeline one day prior to the Due Date, and if Customer pays by check sent directly to Pipeline's Corporate Offices,

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**Original Sheet No. 602A** Original Sheet No. 602A :    Effective

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it must be received by Pipeline two days prior to the Due Date. If Customer pays by electronic transfer, payment shall be considered to have been made on the date when such payment is transferred by Customer to a bank account designated by Pipeline. All payments shall be identified by invoice number and, if payment differs from invoiced amount, shall include remittance detail except when the 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. Payments will be applied in accordance with documentation provided by Customer.

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10.6 Disputed Bills

Should Customer fail to pay part or all of the amount of any bill for service provided when such amount is due, Pipeline may charge interest on the unpaid portion of the bill computed from such Due Date until the date of payment at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the Commission's Regulations under the Natural Gas Act. Customer shall pay the portion of the bill not in dispute and shall provide written documentation identifying the basis for the dispute. If such failure to pay continues thirty (30) days after payment is due, Pipeline, in addition to any other remedy it may have hereunder, may, after any necessary authorization by regulatory bodies having jurisdiction, suspend further service to Customer until such amount is paid; provided, however, that if Customer in good faith shall dispute the amount of any such bill or parts thereof and shall pay to Pipeline such amounts as it concedes to be correct, and at any time thereafter within thirty (30) days of demand made by Pipeline shall furnish a good and sufficient surety bond guaranteeing payment to Pipeline of the amount ultimately found due upon such bills after a final determination, which may be reached either by agreement or judgment of the courts as may be the case, then Pipeline shall not be entitled to suspend further service unless and until default be made in the conditions of such bond. No payment by Customer of the amount of a disputed bill shall prejudice the right of Customer to claim an adjustment of the disputed bill.

10.7 Extension of Due Date

If presentation of bills by Pipeline is delayed after the tenth day of the Month, then the Due Date shall be extended accordingly unless Customer is responsible for such delay.

10.8 Billing Errors

In the event an error is discovered in the invoiced amount hereunder, such error shall be adjusted within thirty (30) Days of the determination thereof, provided that claim therefor shall have been made in writing.

- (A) Measurement data corrections shall be processed within six (6) Months of the production Month with a three-month rebuttal period.
- (B) 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) Prior period adjustment time limits shall be six (6) Months from the date of the initial transportation invoice with a three-month rebuttal period, excluding government-required rate 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. If an adjustment is made pursuant to Section 7.8 of the General Terms and Conditions, the adjustment will be made in the next bill following the adjustment and in each bill thereafter as necessary to reflect the total amount of the adjustment.



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10.9 Continuation of Service

Subject to the requirements of Section 7 of the Natural Gas Act, Pipeline shall not be required to perform or to continue to perform service on behalf of any Customer that has applied for bankruptcy under the Bankruptcy Code or on behalf of any Customer who, at Pipeline's discretion, fails to demonstrate minimal credit worthiness as required under this FERC Gas Tariff; provided, however, such Customer may receive service if said Customer prepays for such service or, upon fifteen (15) days notice from Pipeline, furnishes good and sufficient surety bond, or other good and sufficient security, as determined by Pipeline in its discretion, of a continuing nature and in an amount equal to the cost of performing the service requested by or provided to Customer for up to a three (3) month period; and provided further, that an exception will be made for a Customer who is a debtor in possession operating under Chapter 11 of the Bankruptcy Code where adequate assurance is provided from the bankruptcy court having jurisdiction over such debtor in possession that service billings will be paid promptly as a cost of administration of the bankruptcy proceeding.

10.10 Order of Discounts

If and when Pipeline discounts the rates applicable for service under any Service Agreement under Rate Schedules included in Pipeline's FERC Gas Tariff, the amount of any such discount shall be accounted for as a reduction of maximum rates in the following sequence to the extent any of the following components are included in the maximum rate:

1.     (a)     the pro rata portion of the EPC demand component based upon the ratio of the total measure of the discount to the maximum rate;
- (b)     the pro rata portion of the Storage Surcharge component based upon the ratio of the total measure of the discount to the maximum rate;
- (c)     the pro rata portion of the interruptible PCB-related cost component based upon the ratio of the total measure of the discount to the maximum rate;
2.     the base rate (maximum less minimum rate and excluding all other components specified herein);
3.     the remaining portion of the EPC demand component not included in 1(a) above;
4.     the remaining portion of the Storage Surcharge component not included in 1(b) above; and
5.     the firm PCB-related cost component and the remaining portion of the interruptible PCB-related cost component not included in 1(c) above.

All of each component will be exhausted prior to discounting the next component, provided however, in accordance with the provisions of Pipeline's PCB-Related Cost Settlement in Docket Nos.

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**Third Revised Sheet No. 605** Third Revised Sheet No. 605

Superseding: Second Revised Sheet No. 605

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RP88-67, et al. (Phase II/PCBs) (Texas Eastern Transmission, LP., 58 FERC ¶ 61,295 (1992)) ("PCB-Related Cost Settlement"), and the PCB-related cost components shall be deemed recovered in a manner consistent with such settlement and revenues recovered under Rate Schedules IT-1, ISS-1, VKIT and LLIT and any other applicable interruptible Rate Schedule shall be accounted for in accordance with such settlement.

11. FEES AND CONSTRUCTION OF NEW FACILITIES

- 11.1 Except as provided in Section 11.2 herein, Customer shall reimburse Pipeline (a) for the costs of any facilities installed by Pipeline with Customer's consent to receive, measure, transport or deliver Natural Gas for Customer's account and (b) for any and all filings and approval fees required in connection with Customer's Service Agreement that Pipeline is obligated to pay to the Commission or any other governmental authority having jurisdiction. Any reimbursement due Pipeline by Customer pursuant to this Section 11.1 shall be due and payable to Pipeline within ten (10) days of receipt by Customer of Pipeline's bill(s) for same; provided, however, subject to Pipeline'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 Pipeline and Customer. Carrying charges shall be computed utilizing interest factors acceptable to both Pipeline and Customer.
- 11.2 Pipeline may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 11.1 for Rate Schedules CDS, FT-1, SCT, IT-1, LLFT, LLIT, VKFT, VKIT, SS-1 and FSS-1 if Customer provides Pipeline adequate assurances of transportation throughput to make construction of the facilities economical to Pipeline. All requests for waiver shall be handled by Pipeline in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, Pipeline will evaluate projects on the basis of various economic criteria, which will include the estimated transportation throughput, cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues Pipeline estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Pipeline. In estimating the revenues to be generated, Pipeline will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the capacity, the location of the markets, the interruptible versus the firm nature of the transportation service, and other similar factors which impact whether the available deliverability will actually be transported.

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**First Revised Sheet No. 606** First Revised Sheet No. 606  
Superseding: Original Sheet No. 606

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12. POSSESSION OF GAS

12.1 Control

Pipeline shall be deemed to be in control and possession of the Gas hereunder upon receipt of such Gas until it shall have been delivered for Customer's account, and Customer shall be deemed to be in control and possession of such Gas prior to such receipt by Pipeline and after such delivery for Customer's account. Notwithstanding anything in this FERC Gas Tariff to the contrary, Pipeline shall be entitled to deliver and utilize Gas in its system to provide No-notice Service under Rate Schedules CDS, SCT, SS-1, FSS-1 and ISS-1, subject to the makeup, balancing and other provisions of such rate schedules. Additionally, Pipeline will be permitted to operate storage and utilize storage to render services under this FERC Gas Tariff.

12.2 Responsibility

Pipeline shall have no responsibility with respect to the Gas or on account of anything done, occurring or arising with respect to the Gas before receipt of such Gas by Pipeline or after delivery of the Gas for Customer's account, and Customer shall have no responsibility with respect to the Gas or on account of anything done, occurring or arising with respect to the Gas while such Gas is in Pipeline's possession; provided, however, in the event any Gas flows through facilities of Customer prior to such delivery to or for Customer's account, Pipeline shall have no responsibility with respect to such Gas or on account of anything which may be done, happen or arise with respect to such Gas while in the facilities of Customer.

13. WARRANTY OF TITLE TO GAS

Customer warrants that Customer will at the time of receipt of the Natural Gas by Pipeline have good and merchantable title to all of the Natural Gas free and clear of all liens, encumbrances and claims whatsoever. Title to the Gas received by Pipeline for Customer's account hereunder shall remain in Customer during its transportation or storage by Pipeline. Customer agrees to indemnify and save Pipeline harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any and all persons to the Natural Gas prior to its delivery to Pipeline for Customer's account and after its delivery by Pipeline for Customer's account. Pipeline agrees to indemnify and save Customer harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any and all persons to the Natural Gas during its transportation or storage by Pipeline for Customer's account.

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14. POINTS OF RECEIPT AND POINTS OF DELIVERY.

14.1 Designation of Primary Firm Points.

- (A) The MDRO at any Point of Receipt and MDDO at any Point of Delivery shall be specified in Customer's executed Service Agreement for the applicable period. To the extent applicable, the AMDRO at any Point(s) of Receipt and AMDDO at any Point(s) of Delivery shall be specified in one or more of Customer's executed Service Agreements for the applicable period.
- (B) Receipt and delivery point entitlements designated as Section 14.9 Firm Capacity entitlements pursuant to Section 14.9(A) below, as revised from time to time, shall be set forth in the LINK® System. The quantity set forth in the LINK® System shall supersede in its entirety the Section 14.9 Firm Capacity entitlements reflected in the applicable exhibit to Customer's executed Service Agreement.

14.2 Primary Receipt and Delivery Point Limitations.

- (A) A Customer's Maximum Daily Receipt Obligation at any single Point of Receipt and Customer's Maximum Daily Delivery Obligation at any single Point of Delivery shall not exceed the Maximum Daily Quantity under the applicable Service Agreement.
- (B) The sum of the Maximum Daily Receipt Obligations on any day at any indicated Points of Receipt as specified in an executed Service Agreement for the applicable period shall not exceed the Maximum Daily Quantity under such Service Agreement, except as specified in Section 14.3 below.
- (C) The sum of the Maximum Daily Delivery Obligations on any day at any indicated Points of Delivery as specified in an executed Service Agreement for the applicable period shall equal the Maximum Daily Quantity under such Service Agreement, except as specified in Section 14.3 below.

14.3 Primary Receipt and Delivery Point Flexibility.

- (A) The sum of the Maximum Daily Receipt Obligations at all of Customer's Points of Receipt for a given Service Agreement or the sum of the Maximum Daily Delivery Obligations at all of Customer's Points of Delivery for a given Service Agreement, respectively, may exceed Customer's MDQ:
  - (1) in the event that the Part 284 Service Agreement resulted from the conversion, pursuant to the Order No. 636 restructuring process, of a Part 284 or Section 7(c) Service Agreement that was in place with Pipeline prior to June 1, 1993, and to the extent of the aggregate level of pre-existing receipt or delivery point entitlements, as applicable, or in the event that the Section 7(c) Service Agreement was in place with Pipeline prior to June 1, 1993, and to the extent of the aggregate level of pre-existing receipt or delivery point entitlements, as applicable, or;
  - (2) to the extent that Customer requests and Pipeline agrees to specified MDDOs or MDROs, as applicable, under a Part 284 or Section 7(c) Service Agreement, in connection with the construction or modification of facilities that occurs after June 1, 1993, for which Pipeline has obtained the necessary certificate authorization; or

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Superseding: Third Revised Sheet No. 608

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14.3 Primary Receipt and Delivery Point Flexibility. (continued)

- (3) to the extent that additional firm receipt or delivery point capacity under a Part 284 or Section 7(c) Service Agreement is available as a result of installation of facilities that occurs after June 1, 1993, for which one or more Customers reimburses Pipeline pursuant to Section 11.1 of the General Terms and Conditions. Such MDROs or MDDOs, as applicable, are granted to the reimbursing Customers pro rata, based upon the respective levels of reimbursement by such Customers.
- (4) To the extent that the MDROs or MDDOs, as applicable, are associated with those points located within Customer's Transportation Path entitlements that are used for (i) injections into Customer's SS-1 storage account, or (ii) injection into and/or withdrawal from Customer's FSS-1 storage account or any third-party storage facility that is directly connected to Pipeline's system.
- (B) A Customer may succeed, or may have succeeded, to a Service Agreement with the sum of the MDDOs or MDROs exceeding the MDQ as specified in 14.3(A) above, by any legal means in whole or in part, including through merger, purchase, consolidation, capacity release, a conversion from a Section 7(c) Service Agreement to a Part 284 Service Agreement, a name change, or an assignment, which MDDOs or MDROs are specified in an executed Service Agreement.

14.4 [Reserved for Future Use]

14.5 [Reserved for Future Use]

14.6 [Reserved for Future Use]

14.7 In certain situations, Pipeline may use an accounting meter number to represent a physical location on its pipeline system. Any receipt or delivery point on Pipeline's system may be designated by means of an accounting meter number and description that differs from the physical meter number and description. The physical meter number and description and one or more accounting meter numbers and descriptions may be used to describe Customer's entitlements at a specific location, but will not create duplicate entitlements. The same rights and obligations exist for both Pipeline and Customer regardless of whether a location is identified by means of a physical meter number and description or an accounting meter number and description.

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14.8    [RESERVED FOR FUTURE USE]

**Fourth Revised Sheet No. 610** Fourth Revised Sheet No. 610  
Superseding: Sub Third Revised Sheet No. 610

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14.9 Section 14.9 Firm Capacity Entitlements.

- (A) Availability. The following receipt and delivery point capacity under Rate Schedules CDS, FT-1, SCT, and/or SS-1 is designated as Section 14.9 Firm Capacity entitlements:
- (1) previously uncommitted delivery point capacity existing prior to June 1, 1993 that was requested during a 30-day open season commencing on July 1, 1993, and allocated pursuant to Section 14.9(C) below;
  - (2) new receipt and delivery point capacity for which Pipeline has waived all or a portion of the facility cost reimbursement as set forth in Section 11.2 that is requested pursuant to a monthly open season as described in Section 14.9(B) below and allocated pursuant to Section 14.9(C) below; and
  - (3) receipt and delivery point capacity available after the open seasons in (1) and (2) herein, requested as Section 14.9 Firm Capacity entitlements pursuant to Section 14.10(A) below and allocated pursuant to Section 14.10(C).

The quantity of each Customer's Section 14.9 Firm Capacity entitlements shall be applicable on an aggregate basis to all of Customer's executed Service Agreements and shall be subject to the provisions of Section 14.10.

- (B) Monthly Open Season for Newly Constructed Capacity. Pipeline shall hold an open-season for fifteen (15) days beginning on the first business day of each month to allow written requests for uncommitted firm capacity at Points of Receipt or Points of Delivery constructed on or after June 1, 1993 and posted on the LINK® System during the previous calendar month, with the in-service date of the facilities, as "Newly Constructed." Pipeline shall not accept any proposed Point of Receipt, any quantity at any Point of Receipt, any change in quantities among firm Points of Receipt, any proposed Point of Delivery, any quantity at any Point of Delivery, or any change in quantities among firm Points of Delivery if in doing so, in Pipeline's reasonable judgment, such acceptance would impair Pipeline's ability to satisfy Pipeline's existing firm obligations to receive gas under other firm Service Agreements and/or to satisfy Pipeline's existing firm obligations to deliver gas under other firm Service Agreements. Pipeline's consent to any written request for any specific point as a firm Point of Receipt or as a firm Point of Delivery shall not be unreasonably withheld.

**Fourth Revised Sheet No. 611** Fourth Revised Sheet No. 611  
Superseding: Third Revised Sheet No. 611

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- (C) Open Season Allocation of Section 14.9 Firm Capacity Entitlements. Pipeline shall allocate capacity available at such Point(s) of Receipt or Point(s) of Delivery on a pro rata basis up to each Customer's aggregate firm Transportation Path entitlement across all of the Customer's CDS, FT-1, SCT and/or SS-1 Service Agreements at such Point(s) of Receipt or Point(s) of Delivery, as applicable, based upon the aggregate firm Transportation Path entitlement across all of the Customer's CDS, FT-1, SCT and/or SS-1 Service Agreements at such Point(s) of Receipt or Point(s) of Delivery, as applicable, of all requesting Customers who have submitted valid requests during the open-season; provided, however, that in no event shall a Customer be entitled to Section 14.9 Firm Capacity entitlements in excess of such Customer's aggregate firm Transportation Path entitlements in each zone across all of the Customer's CDS, FT-1, SCT and/or SS-1 Service Agreements.
- (D) Capacity Release of Section 14.9 Firm Capacity Entitlements. In the event that Releasing Customer has released any of its Section 14.9 Firm Capacity to Replacement Customer(s), and (i) terminates one or more of Releasing Customer's service agreements or takes any other action that would decrease its Section 14.9 Firm Capacity rights or (ii) has its Section 14.9 Firm Capacity entitlements reduced as a result of the actions taken by Pipeline pursuant to Section 14.10(B) below, the Section 14.9 Firm Capacity entitlements on all affected Replacement Customer's CDS, FT-1, SCT and/or SS-1 Service Agreements shall be reduced on a pro rata basis according to the Section 14.9 Firm Capacity entitlements originally released by Releasing Customer.

14.10 Uncommitted Point Capacity

- (A) Request for and Award of Uncommitted Point Capacity.
- (1) With respect to point capacity available after the open seasons in Section 14.9, Pipeline shall endeavor to promptly accommodate a valid request for any specific point, including specific quantities requested at such point, on Pipeline's system as a firm Point of Receipt and/or as a firm Point of Delivery under Rate Schedules CDS, FT-1, SCT, and/or SS-1 or under a new additional firm service. A valid request for Section 14.9 Firm Capacity entitlements must be in writing and shall include only one specific point requested, specific quantities requested at such point, and effective date for such quantities. A valid request for MDDO and/or MDRO must be submitted via the LINK® System pursuant to Section 3.2 of the General Terms and Conditions.
- (2) Pipeline shall not accept any proposed Point of Receipt, any quantity at any Point of Receipt, any change in quantities among firm Points of Receipt, any proposed Point of Delivery, any quantity at any Point of Delivery, or any change in quantities among firm Points of Delivery if in doing so, in Pipeline's reasonable judgment, such acceptance would impair Pipeline's ability to satisfy Pipeline's existing firm obligations to receive gas under other firm Service Agreements and/or to satisfy Pipeline's existing firm obligations to deliver gas under other firm Service Agreements. Pipeline's consent to any valid request for any specific point as a firm Point of Receipt or as a firm Point of Delivery shall not be unreasonably withheld.



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- (3) Any capacity awarded under this Section 14.10 for Rate Schedules CDS, FT-1, SCT, and/or SS-1 shall be designated as Customer's Section 14.9 Firm Capacity entitlements, and shall be set forth in the LINK® System; provided, however, that subject to the limitations in Section 14.2 and flexibilities in Section 14.3 as set forth above, a Customer may request that Section 14.9 Firm Capacity entitlements be converted to MDDO or MDRO to the extent (i) the sum of such Customer's MDDO or MDRO, as applicable, for the given Service Agreement resulting from such conversion of Section 14.9 Firm Capacity entitlements will be no greater than its MDQ, or (ii) such Customer requests that an equivalent quantity of existing MDDO or MDRO, as applicable, under Customer's executed CDS, FT-1, SCT, and/or SS-1 Service Agreements be converted to Section 14.9 Firm Capacity entitlements.
- (B) Recall and Retention of Section 14.9 Firm Capacity Entitlements.
  - (1) Unutilized Section 14.9 Firm Capacity entitlements may be recalled only to the extent necessary to fulfill requests under Section 14.10(A). In the event it is necessary for Pipeline to recall Section 14.9 Firm Capacity entitlements to satisfy a request under Section 14.10, Section 14.9 Firm Capacity entitlements may be retained by a Customer based on the usage of the point during the twelve-month calendar period prior to the date of a valid request, as discussed below. Furthermore, a Customer shall retain rights to Section 14.9 Firm Capacity for a minimum of twelve months. MDDO and/or MDRO capacity is not considered to be Section 14.9 Firm Capacity and, therefore, is not subject to potential reduction pursuant to this Section 14.10(B).
  - (2) Quantities delivered or received by such Customer during the twelve month calendar period prior to the date of a valid request will be utilized to determine the Customer's Firm Peak Day Quantity. The Firm Peak Day Quantity shall be the greatest daily quantity utilized for such period under Rate Schedules CDS, FT-1, SCT, and/or SS-1 at each Section 14.9 Firm Capacity point. This Firm Peak Day Quantity shall include quantities delivered or received by any Replacement Customer holding firm capacity at a point under a temporary capacity release arrangement with such Customer pursuant to Section 3.14 of the General Terms and Conditions.
  - (3) The quantity of Section 14.9 Firm Capacity entitlements that may be retained at each point by a Customer shall be determined as follows.
    - (a) If the point does not have an MDDO or an MDRO, as applicable, on the exhibit(s) to the Customer's executed Service Agreements under Rate Schedules CDS, FT-1, SCT, and/or SS-1, the quantity retained will be equal to the greater of:

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- (i) Customer's existing Section 14.9 Firm Capacity entitlements less the quantity required to meet a valid request at the point, but not less than zero; or
  - (ii) Customer's existing Section 14.9 Firm Capacity entitlements, or one-hundred ten percent (110%) of the Firm Peak Day Quantity, whichever is less.
- (b) If the point does have an MDDO or an MDRO, as applicable, on the exhibit(s) to the Customer's executed service agreements under Rate Schedules CDS, FT-1, SCT, and/or SS-1, the quantity retained will be equal to the greater of:
  - (i) Customer's existing Section 14.9 Firm Capacity entitlements less the quantity required to meet a valid request at the point, but not less than zero; or
  - (ii) Customer's existing Section 14.9 Firm Capacity entitlements, or one-hundred ten percent (110%) of the Firm Peak Day Quantity less the MDDO or MDRO, as applicable, but not less than zero, whichever is less.
- (4) For any restated quantities of Section 14.9 Firm Capacity entitlements, Pipeline will provide to Customer written notification informing Customer of the quantities of Section 14.9 Firm Capacity entitlements retained at each point and the effective date of such restated capacity, which date shall be no sooner than two (2) weeks after Pipeline tenders such written notification. As of the effective date of such restated capacity, Pipeline shall have no obligation to make firm receipts and/or deliveries in excess of such restated Section 14.9 Firm Capacity entitlements.
- (C) Allocation of Point Capacity. Pipeline shall allocate all Remaining Capacity under this Section 14.10 at such Point(s) of Delivery or Point(s) of Receipt on a first-come, first-served basis based on the date and time of the Customer's valid request for each specific point; provided, however, that requests for new additional firm service shall have priority over other requests. Remaining Capacity shall be uncommitted firm meter capacity including, but not limited to, any Section 14.9 Firm Capacity entitlements not retained by Customer(s) pursuant to Section 14.10(B). The quantity of Remaining Capacity allocated to a Customer shall be the lesser of the quantity requested or the Remaining Capacity at the point.

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This sheet was previously issued,  
but is now reserved for future use.

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**Fifth Revised Sheet No. 615** Fifth Revised Sheet No. 615

Superseding: Fourth Revised Sheet No. 615

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15. PERIODIC RATE ADJUSTMENTS

Periodically rates and charges under Pipeline's FERC Gas Tariff shall be adjusted to reflect changes in Pipeline's expenditures for electric power, research and development, the Gas Research Institute, the Annual Charge Adjustment and the Applicable Shrinkage Adjustment. Such expenditures shall include both expenditures chargeable to operations as well as expenditures includable in rate base. Pipeline and Customer recognize that Pipeline will from time to time experience changes in costs related to providing service under this FERC Gas Tariff, including, but not limited to, changes in the cost of labor, benefits, materials and supplies, taxes, required rate of return, costs associated with the resolution of past disputes or outstanding uncertainties concerning amounts owed by Pipeline or Customer or attributable to Pipeline or Customer, and costs generated by decisions of the Commission, the courts or by an arbitration panel or other body having jurisdiction over the Pipeline. Pipeline hereby notifies Customers that it may be appropriate, equitable and consistent with cost responsibility to allocate such costs among Customers based on or taking into account past period factors, such as contract demand levels, purchases or other factors related to a prior period of time. Pipeline hereby notifies Customers that Pipeline shall have the right from time to time to make rate change filings which may include such costs and utilize an allocation methodology based in whole or in part on factors related to past periods. Customer shall have the right to intervene and protest any such filing.

15.1 Electric Power Cost (EPC) Adjustment

(A) Purpose:

This Section 15.1 provides a mechanism by which changes in electric power costs used for the operation of transmission compressor stations with electric motor prime movers can be reflected in Pipeline's jurisdictional rates.

(B) Procedure for Changing Jurisdictional Rates:

In accordance with the following procedure, rates and charges for storage and transportation service under Rate Schedules CDS, FT-1, MLS-1, SCT, IT-1, SS, SS-1, and those applicable Rate Schedules listed on the Summary of Rates of Pipeline's First Revised Volume No. 2 (hereinafter EPC Rate Schedules) shall be adjusted to reflect changes in Pipeline's expenditures for electric power.

(1) Electric Power Costs (EPC)

Electric Power Costs shall include all charges payable to others for the purchase of electric power used for the operation of transmission compressor stations with electric motor prime movers.

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(2) Current Unit EPC Change

The Current Unit EPC Change based on the Base Electric Power Cost Units under Section 15.1(B) (5) hereof shall be computed as the difference obtained by subtracting the Base Electric Power Cost Unit for each applicable Zone, rate schedule, and incremental service from the quotient obtained by dividing the estimated annual electric power costs as defined in Section 15.1(B) (1) above for the applicable Zones, rate schedules, and incremental services for the 12 Months beginning with the effective date of the adjustment, allocated in accordance with the then currently effective method in use for allocating Transmission Costs on Pipeline's system, by the estimated demand and commodity units to be billed under the applicable Zones, rate schedules, and incremental services under Section 15.1(B) for the same period. The Current Unit EPC Change for applicable Zones, rate schedules, and incremental services will be rounded to the nearest 1/100 of a cent for commodity rate adjustments and 1/1000 of a dollar for demand adjustments. The Current Unit EPC change as determined on the Base Electric Power Cost Units under Section 15.1(B) (5) hereof shall be based on such change as determined with respect to the Base Electric Power Cost Units under Section 15.1(B) (5) in such a manner that historical rate design concepts shall be maintained.

(3) Deferred EPC Account

A Deferred EPC Account shall be maintained reflecting the under collection or over collection of Electric Power Costs for each monthly billing period. A separate sub-account shall be maintained, if necessary, for each applicable incremental service. The Deferred EPC Account shall be credited or debited as follows: Each Month all Electric Power Costs as defined in Section 15.1(B) (1) above incurred by Pipeline shall be debited to this account and all Electric Power Costs recovered by Pipeline shall be credited to this account. Electric Power Cost recoveries will be determined by multiplying the sum of the applicable Base Electric Power Cost Unit plus the corresponding effective EPC Adjustment for each Zone and rate schedule or applicable incremental service by the respective monthly demand and commodity units to be billed. The Deferred EPC Account shall be maintained in twelve-month accumulation periods, November-October.

(4) Electric Power Cost (EPC) Surcharge Adjustments

The Electric Power Cost Surcharge Adjustments shall be computed for each applicable Zone, rate schedule, and incremental service by dividing the Deferred EPC Account Balance for such

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**Fourth Revised Sheet No. 617** Fourth Revised Sheet No. 617

Superseding: Third Revised Sheet No. 617

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applicable Zone, rate schedule, and incremental service by the estimated demand and commodity units to be billed weighted on the basis of the Base Electric Power Cost Units for each applicable Zone, rate schedule, and incremental service under all EPC Rate Schedules for the twelve Month period beginning February 1. The EPC Surcharges for each applicable Zone, rate schedule, and incremental service shall be rounded to the nearest 1/100 of a cent for commodity surcharges and 1/1000 of a dollar for demand surcharges.

(5) Base Electric Power Cost Unit

The Base Electric Power Cost Unit for each applicable Zone, rate schedule, and incremental service which are the unit Electric Power Costs included in the Base Tariff Rates under Pipeline's EPC Rate Schedules shall be reflected on the Statement of Rates for Effective Base Electric Power Cost Units of this FERC Gas Tariff and the applicable Statement of Rates for each incremental service.

(6) EPC Adjustment

The Current Unit EPC Change for each applicable Zone, rate schedule, and incremental service computed in accordance with Section 15.1(B)(2) and the EPC Surcharge computed in accordance with Section 15.1(B)(4) above shall be added to the applicable demand and commodity components of Pipeline's EPC Rate Schedules and the last previous units computed under the same sections, which are contained in such rates, if any, shall be removed. Rate adjustments hereunder shall be applied to Pipeline's rates in such a manner that historical rate design concepts shall be maintained. In the event a change in rates under the provisions of this Section 15.1 is prevented by law from going into effect on a date specified herein, it shall be made effective as soon thereafter as permitted by law.

(C) Procedure for Filing:

Pipeline shall file and place into effect, subject to suspension for not more than one Day, changes in its jurisdictional rates to reflect any increase or decrease in the cost to Pipeline for the use of electric power. Filings hereunder shall be made effective on February 1 and August 1. Not less than thirty (30) Days prior to the proposed effective date of a rate change pursuant to this Section 15.1, Pipeline shall file with the Commission and shall mail to each of its jurisdictional Customers, and interested state commissions revised tariff sheets reflecting the proposed rate change together with a statement showing the computation of the rate change. The filing effective February 1 each year shall include revised EPC Surcharges computed pursuant to Section 15.1(B)(4) above and revised Current Unit EPC Changes computed in accordance with Section 15.1(B)(2); however, the filing effective

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August 1 each year shall only include revised Current EPC changes. The EPC  
Surcharges filed to be effective February 1 each year shall be effective for the  
full twelve (12) month period beginning February 1 of each year.

15.2 Interruptible Revenue Crediting Mechanism and Exit Fees

(A) [RESERVED FOR FUTURE USE]

(B) [RESERVED FOR FUTURE USE]

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**Third Revised Sheet No. 619** Third Revised Sheet No. 619 : Effective  
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(C) Interruptible Revenue Crediting Mechanism

Each year, Pipeline shall file a statement with the Commission comparing total Rate Schedules IT-1, ISS-1, and PAL revenues (less applicable surcharges and variable costs incurred in providing the service) received during the twelve (12) month period ending June 30 against the non-gas cost of service allocated to be recovered from Rate Schedules IT-1, ISS-1, and PAL. Pipeline shall separately compare Rate Schedule LLIT, VKIT, and interruptible MLS-1 revenues, less applicable surcharges and variable costs, during the twelve (12) month period ending June 30 against the cost of service allocated to be recovered during such reconciliation period from each Rate Schedule LLIT, VKIT, and interruptible MLS-1, respectively. To the extent revenues derived from any of the comparisons described above exceed such cost of service allocation, Pipeline shall credit ninety percent (90%) of such excess revenue, less applicable surcharges and variable costs incurred in providing the service, against Pipeline's Applicable Shrinkage Deferred Account, discussed in Section 15.6(D)(1) of these General Terms and Conditions. Pipeline shall retain the remaining ten percent (10%) of such excess revenue and all applicable surcharges and variable costs incurred in providing the service without any refund obligation.



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(D) [RESERVED FOR FUTURE USE]

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(E)      [RESERVED FOR FUTURE USE]

(F)      [RESERVED FOR FUTURE USE]

(G)      [RESERVED FOR FUTURE USE]

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(H) Exit Fee:

To the extent that a Customer desires to terminate an existing contract and Pipeline agrees to such termination, Pipeline will collect all or a portion of the capacity Reservation Charges otherwise recoverable by Pipeline from Customers for the balance of the contractual term, absent such early termination.

15.3 Research and Development Adjustment

(A) Procedure for Computation of Adjustment:

The Research and Development (R&D) Adjustment shall be reflected in rates only when it amounts to at least one tenth of one mill (\$0.0001) per Dth of annual jurisdictional throughput. The R&D Adjustment shall be applied to the commodity component of all applicable rates and shall maintain historical rate design concepts.

(1) Research and Development Chargeable to Operation

The R&D Adjustment shall reflect the amount which actual R&D expenditures chargeable to operations during the twelve-month period ending three months prior to the effective date of R&D Adjustment exceed or are less than (a) the amount allowed in Pipeline's last rate proceeding or the average of three years R&D expenditures for the initial filing under this Section 15.3; or (b) the actual R&D expenditures in Pipeline's last R&D Adjustment under this Section 15.3.

(2) Research and Development Includable in Rate Base

The R&D Adjustment shall reflect the amount which the actual balances in Account No. 188 during the twelve-month period ending three months prior to the effective date of R&D Adjustment exceed or are less than (a) the amount allowed in Pipeline's last previous rate proceeding for the initial filing under this

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Original Sheet No. 623 Original Sheet No. 623 : Effective

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Section 15.3, or (b) the balances in Account No. 188 included in Pipeline's last prior R&D Adjustment under this Section 15.3. The balance in Account No. 188, for the purpose of computing the R&D Adjustment, shall be reduced by all monies recorded in Account No. 495 related to R&D expenditures. The rate of return used to determine the rate effect of the rate base treatment in Account No. 188 shall be the rate of return last allowed by the Commission during the previous three year period. If there has been no such rate of return allowed during the previous three year period, then, in the absence of evidence submitted to the contrary, the return utilized shall be the present interest rate used for computing refunds as specified in Section 154.501(d) of the Commission's Regulations under the Natural Gas Act.

(B) Procedure for Filing:

Rate changes under this Section 15.3 shall be computed and filed not more frequently than semiannually. Any filing made hereunder to increase Pipeline's rates shall meet the notice requirements of Section 154.207 of the Commission's Regulations and shall be made at least forty-five (45) days prior to the date on which any change(s) in its existing rates is to become effective. Simultaneously with such filing, the company shall furnish the Commission, jurisdictional Customers and interested State Commissions a report containing detailed computations which clearly show the derivation of the proposed R&D Adjustment. The effect upon jurisdictional rates shall be determined by computing the unit change (either increase or decrease) based upon jurisdictional transportation quantities for the twelve-month period ending three months prior to the effective date of R&D Adjustment. Filings made under this Section 15.3 shall include a statement as to the anticipated scope and objective of the R&D and the relationship of such objective to the service for which the R&D Adjustment is to apply. Each R&D Adjustment shall become effective on the proposed effective date without suspension provided that any rate of the balance increase shall be subject to reduction and refund of any portion found after hearing to be unjustified by a final and non-appealable Commission order. Pipeline shall not be required to reduce its rates under this Section 15.3 by an increment exceeding the aggregate increases allowed hereunder.

(C) Exclusion of Payments to GRI:

Rate changes made under this Section 15.3 shall be calculated exclusive of any payments made to Gas Research Institute.

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**Seventh Revised Sheet No. 624** Seventh Revised Sheet No. 624 : Effective  
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15.4 Gas Research Institute (GRI) Surcharge Provision

(A) Purpose

GRI, an Illinois not for profit corporation has been organized for the purpose of sponsoring Research, Development and Demonstration (RD&D) programs in the field of natural and manufactured gas for the purpose of assisting all segments of the gas industry in providing adequate, reliable, safe, economic and environmentally acceptable gas service for the benefit of gas consumers and the general public in the United States. Pipeline is a collection agent for GRI.

(B) [Reserved for Future Use]

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**First Revised Sheet No. 625** First Revised Sheet No. 625 : Effective  
Superseding: Original Sheet No. 625

GENERAL TERMS AND CONDITIONS  
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(C) [Reserved for Future Use]

(D) Remittance to GRI

Pipeline shall remit to GRI, not later than fifteen (15) days after the receipt thereof, all monies actually collected and received by virtue of the voluntary contribution mechanism, less any amounts properly payable to a Federal, State or Local authority relating to the monies received hereunder. In no event will Pipeline be required to remit to GRI amounts not actually collected. In addition, Pipeline shall indicate to GRI the amounts applicable to specific projects and project areas, if so indicated by Customers.

(E) [Reserved for Future Use]

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(F) Voluntary Contribution Mechanism

Pipeline will include in invoices to Customers a voluntary contribution mechanism allowing Customers to make voluntary contributions to GRI in such amounts and for such GRI project(s) or project area(s) as Customers specify. Customers may, but are not required to, make such voluntary contributions. The voluntary contribution mechanism is not a pipeline rate, rate provision, or term or condition of service. It is included in the invoice in accordance with the January 21, 1998, Stipulation and Agreement Concerning GRI Funding approved by the Commission in Gas Research Institute, 83 F.E.R.C. Par. 61,093 (1998), Order on Rehearing, 83 F.E.R.C. Par. 61,331 (1998). Any amounts remitted to Pipeline pursuant to the voluntary contribution mechanism shall be forwarded to GRI by Pipeline and are not refundable by Pipeline.

15.5 Annual Charge Adjustment Clause (ACA)

(A) Purpose:

Annual charges are assessed against gas pipelines by the Commission under Part 382 of the Commission's Regulations prior to each fiscal year in order to cover the cost of the operation of the Commission. For the purpose of recovering annual charges, assessed Pipeline by the Commission, this Section 15.5 establishes pursuant to Section 154.402 of the Commission's Regulations an ACA Surcharge to be applicable to quantities transported under Pipeline's Rate Schedules identified in Section 15.5(B). For the period during which this Section 15.5 is effective, it is Pipeline's intent not to seek recovery of any annual charges assessed Pipeline pursuant to Part 382 of the Commission's Regulations and Order Nos. 472 and 472-B except as permitted by this Section 15.5. This ACA Surcharge is in addition to any amounts otherwise payable to Pipeline under said Rate Schedules.

(B) Rate Schedules Subject to ACA Surcharge:

The ACA Surcharge shall be applicable to the quantities delivered for Customer's account under Pipeline's Rate Schedules, which Rate Schedules shall include the following:

(1) FERC Gas Tariff, Seventh Revised Volume No. 1

Applicable transportation rate schedules including, but not limited to Rate Schedules CDS, FT-1, SCT, IT-1, LLFT, LLIT, VKFT, VKIT, FTS, FTS-2, FTS-4, and FTS-5.

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Superseding: Ninth Revised Sheet No. 627

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- (2) FERC Gas Tariff, First Revised Volume No. 2

Those transportation and storage rate schedules as indicated in each applicable rate schedule of First Revised Volume No. 2.

- (C) Basis of the ACA Surcharge:

The ACA Surcharge shall be that increment, adjusted to Pipeline's measurement basis (Dekatherms), if necessary, which has been approved by Commission Orders approving an annual charge unit rate. The currently effective ACA Surcharge shall be reflected on the Statement of Rates for each applicable rate schedule of this FERC Gas Tariff.

- (D) Filing Procedure:

The initial ACA Surcharge or any subsequent changes in such surcharge shall be filed by Pipeline at least thirty (30) days prior to the proposed effective date unless the establishment by the Commission of the annual charge unit rate for a particular fiscal year prohibits Pipeline from making a timely filing, whereupon the Commission's notice requirements under 18 CFR 154.207 shall be deemed waived for purposes of this Section 15.5. The proposed effective date of filings pursuant to this subsection shall be the effective date prescribed by the Commission. Such filing shall become effective without suspension or refund obligation.

- (E) Payment by Customer:

The amount of applicable Customer's ACA surcharge shall be due and payable with the bill for the month of each such Customer.

15.6 Applicable Shrinkage Adjustment (ASA)

During the term hereof, Pipeline will periodically track changes in its requirement to retain gas in-kind in compensation for the Quantities of Gas used to provide service for Customers. Applicable Shrinkage shall be as defined in Section 1 of the General Terms and Conditions.

- (A) Definition of Applicable Shrinkage Percentages:

The Applicable Shrinkage Percentages for service (except those incremental services excluded herefrom pursuant to Commission orders) under Rate Schedules CDS, FT-1, MLS-1, SCT, IT-1, SS, SS-1, FSS-1, ISS-1, and those applicable Rate Schedules listed on the Summary of Rates of Pipeline's First Revised Volume No. 2, (hereinafter called ASA Rate Schedules) shall be subject to



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adjustment pursuant to this Section 15.6 and shall be equal to the sum of (i) the effective Base Applicable Shrinkage Percentage and (ii) the effective ASA Percentage.

(1) Specified Calendar Periods

The Applicable Shrinkage Percentages for the ASA Rate Schedules shall be established distinctly for the duration of four calendar periods as follows:

- (a) winter period - December 1 through March 31,
- (b) spring, summer and fall periods - April 1 through November 30

(2) Base Applicable Shrinkage Percentages

The Base Applicable Shrinkage Percentages for ASA Rate Schedules are reflected on the currently effective Statement of Rates for Percentages for Applicable Shrinkage of this FERC Gas Tariff for each specified calendar period applicable to all transportation and storage service rendered for the specified service categories.

(B) Calculation of ASA Percentages:

ASA Percentages shall be calculated and filed pursuant to this Section 15.6 on an annual basis as applicable to each service category for each calendar period specified in Section 15.6 (A)(1) above. The ASA Percentages shall be calculated as the differences obtained by subtracting from the Projected Shrinkage Requirement Percentage for each such calendar period and service category the corresponding Base Applicable Shrinkage Percentage.

(C) Projected Shrinkage Requirement Percentage:

With each filing hereunder for each specified calendar period and each service category Pipeline shall calculate a Projected Shrinkage Requirement Percentage as the quotient obtained by dividing (1) the projected annual quantities of fuel and company use gas and gas lost as defined herein above for each specified calendar period allocated to applicable service categories according to the then currently effective method in use for allocating such costs on Pipeline's system by (2) the projected annual transport and storage quantities for each service category and for each specified calendar period.

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(D) Surcharge Adjustment:

(1) Applicable Shrinkage Deferred Account

Pipeline shall record in the Applicable Shrinkage Deferred Account the net monetary value of all transactions involving Gas differences as a result of the operation of this Section 15, the imbalance resolution procedures of Sections 3.14(G)(4) and 8 of the General Terms and Conditions, and Sections 7.6 and 8.1 of Rate Schedule PAL, as well as other requirements for Pipeline's purchase of Gas due to unanticipated events which threaten the operational integrity of Pipeline's system.

The Applicable Shrinkage Deferred Account shall be accumulated in twelve-month accumulation periods, September-August, except for the initial accumulation period which will begin on the effective date of this Section 15.6 and extend through the following August and shall include any balance carried forward from the prior periods. Such balance carried forward from prior periods shall include the effect of Pipeline's entry to the PGA account for the value of Gas differences which were accrued in Pipeline's ASA Deferred Account under Section 37 of the General Terms and Conditions of its FERC Gas Tariff, Fifth Revised Volume No. 1 but were not amortized because of the implementation of its Sixth Revised Volume No. 1 pursuant to Order No. 636.

(2) Disposition of Gas Differences

At Pipeline's discretion Quantities of Gas required to support under-realization of in-kind compensation may be obtained by Pipeline from Gas available as a result of the operation of the imbalance resolution procedures contained in Section 8 of the General Terms and Conditions, may be obtained by Pipeline by means of purchase arrangements available to Pipeline, or may be obtained by Pipeline from other sources. At Pipeline's discretion Quantities of Gas available to Pipeline as a result of over-realization of in-kind compensation may be utilized for any system Gas needs or may be disposed of in accordance with the provisions of Section 8.7 of these General Terms and Conditions.

(3) ASA Usage Surcharge

The net monetary value recorded in the Applicable Shrinkage Deferred Account at the end of each accumulation period shall be used to develop an ASA Usage Surcharge which shall be applicable to all Usage Charge determinants for ASA Rate Schedules for each projected annual period beginning December 1 of each year. The ASA Usage Surcharge for ASA Rate Schedules

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Superseding: Original Sheet No. 630

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shall be calculated by allocating the net monetary balance in the Applicable Shrinkage Deferred Account at the end of each accumulation period to such service categories and/or Rate Schedules, on a pro rata basis, using the proportion that the projected annual quantities of fuel and company use gas and gas lost, as defined herein, for the full projected annual period beginning each December 1 for each service category and/or Rate Schedule bears to the total of all such projected annual quantities for all ASA Rate Schedules. The effective ASA Usage Surcharge for each service category and/or Rate Schedule shall be calculated by dividing the allocated portion of the Applicable Shrinkage Deferred Account balance by the projected Usage Charge determinants for each service category and/or Rate Schedule for the projected annual period beginning each December 1, provided, however, that if the application of the ASA Usage Surcharge so calculated to any service category and/or Rate Schedule would result in a rate below the effective minimum rate or zero, then the portion of the ASA Usage Surcharge below the minimum rate or zero shall be converted to an equivalent reduction to the Reservation Charge for such service category and/or Rate Schedule based upon the projected Reservation Charge determinants for the projected annual period beginning December 1.

(E) Procedure for Filing:

At least thirty (30) days prior to the effective date of a change in Applicable Shrinkage Percentage hereunder, Pipeline shall file with the Commission the revised Statements of Rates setting out the proposed change and supporting workpapers showing the calculations developing such proposal. Pipeline shall file annually to revise the ASA Percentages as provided in Section 15.6(B) herein and the ASA Usage Surcharge as provided in Section 15.6(D) herein effective on December 1 of each year. Pipeline may file interim proposals between annual filings subject to approval by the Commission.

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FERC Docket: RP10-375-000

**First Revised Sheet No. 631** First Revised Sheet No. 631  
Superseding: Original Sheet No. 631

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15.7 ARTICLES IV AND V ADJUSTMENTS

In accordance with and as approved by the Commission's May 12, 1994, order approving the "Stipulation and Agreement" ("Settlement") filed January 31, 1994, in Docket Nos. RP85-177-119, et al., as amended by the "Joint Stipulation and Agreement Amending Global Settlement" ("1998 Amendment") filed April 28, 1998, and approved by the Commission's August 28, 1998 letter order in Docket Nos. RP98-198-000 and RP85-177-126, Pipeline shall file the applicable Statements of Rates and supporting workpapers to reflect adjustments to Pipeline's rates and Applicable Shrinkage percentages. Except as provided in Articles IV and V of the Settlement pertaining to the initial adjustments of Pipeline's rates and as provided in the 1998 Amendment, such adjustments shall be made effective on December 1 of each year. Such adjustments shall be effective prospectively until the effective date of Pipeline's subsequent filing pursuant to Articles IV and V of the Settlement. Each change in Pipeline's rates pursuant to this Section 15.7 shall become effective without suspension or refund condition, provided that the Commission shall not be precluded from rejecting or suspending any rate adjustment for failure to be consistent with terms of the Settlement or the 1998 Amendment. The Settlement and 1998 Amendment shall govern over Sections 15.2 and 15.6 of the General Terms and Conditions, Seventh Revised Volume No. 1 with respect to non-Protesting Parties, as that term is defined in the Settlement and 1998 Amendment, to the extent such Sections may be inconsistent with the Settlement or the 1998 Amendment.

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**First Revised Sheet No. 632** First Revised Sheet No. 632 : Effective

Superseding: Original Sheet No. 632

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15.8 Periodic Reports

- (A) Pursuant to the Commission's order dated April 10, 1991 in Docket Nos. RP91-119 and RP90-119, Pipeline shall periodically file with the Commission information on forced withdrawals under Rate Schedule ISS-1. The reports will be filed quarterly on the sixteenth (16th) day of the months of January, April, July and October.
- (B) In accordance with and as approved by the Commission's March 18, 1992 order approving the "Joint Stipulation and Agreement" ("Settlement") filed December 17, 1991 in Docket Nos. RP88-67, et al. (Phase II/PCBs), Pipeline shall annually file a report and workpapers of the independent auditor as required by Article VII of the Settlement. The report will be filed on or before July 1 of each year for the duration of the Settlement, as applicable.
- (C) Pursuant to the Commission's order dated January 13, 1993 in Docket Nos. RS92-11-000, et al., Pipeline shall send to the Commission notification and explanation of any blanket operational flow order (OFO) issued pursuant to Section 4.3 (M) of these General Terms and Conditions. The notice will be provided to the Commission on or before the date the OFO goes into effect.
- (D) In accordance with Section 15.2(C), Pipeline shall file workpapers on the IT crediting mechanism with the annual ASA and Global Settlement filing on or before October 31 of each year for the duration of the Global Settlement, as applicable.
- (E) In accordance with Sections 4.2(G) and 4.3(A)(7), Pipeline shall file its Penalty Revenue Disbursement report on an annual basis or within sixty (60) days after the revenue collected pursuant to any of those sections reaches the dollar amount specified in those sections. The Penalty Revenue Disbursement report reflects the amount to be remitted to each Non-offending Customer pursuant to each of the referenced sections, as well as the applicable interest to be included in the remittance to each Customer.
- (F) In accordance with Section 9, Pipeline shall file its Operational Segment Capacity Entitlements report, along with documentation supporting any change to Customer's entitlements, on September 1 of each calendar year to be effective on November 1, subject to Commission approval.

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*FERC Docket: RP10-53-000*

**Third Revised Sheet No. 633** Third Revised Sheet No. 633

Superseding: Second Revised Sheet No. 633

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16. STANDARDS OF CONDUCT COMPLIANCE PROCEDURES

This Section describes the information required by the Commission's Standards of Conduct regulations.

16.1 Informational Postings

All information required to be posted pursuant to the Commission's currently effective Standards of Conduct regulations will be provided on Pipeline's Internet Web site under Informational Postings. Such information will be updated as required by applicable regulation(s) issued by the Commission.

16.2 Complaint Procedures

Complaints concerning Pipeline's compliance with Pipeline's Standards of Conduct procedures should be communicated to Pipeline 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 posted on Pipeline's Internet Web site. Pipeline shall respond initially within forty-eight (48) hours and in writing within thirty (30) Days to such complaints. In the event the required date of Pipeline's response falls on a Saturday, Sunday, or a holiday that affects Pipeline, Pipeline shall respond by the next Business Day.

16.3 [Reserved for Future Use]

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**Second Revised Sheet No. 634** Second Revised Sheet No. 634

Superseding: First Revised Sheet No. 634

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17. FORCE MAJEURE

17.1 Relief from Liability

Neither party shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, land subsidence, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, failure of third party transportation, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

17.2 Liabilities not Relieved

Such causes or contingencies affecting performance by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance relieve either party from its obligations to make payments of amounts then due hereunder in respect of Gas theretofore delivered or as provided in the applicable rate schedule.

17.3 Scheduling of Routine Maintenance

Pipeline shall have the right to curtail, interrupt, or discontinue service in whole or in part on all or a portion of its system from time to time to perform routine repair and maintenance on Pipeline's system as necessary to maintain the operational capability of Pipeline's system or to comply with applicable regulatory requirements. Pipeline 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.

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18. ALLOCATION OF RECEIPTS AND DELIVERIES

18.1 In the event that Gas is scheduled for any Day to be received or delivered by Pipeline in a commingled stream at Point(s) of Receipt or Point(s) of Delivery other than those covered by an Operational Balancing Agreement on Pipeline's system for the account of one or more Customers, Pipeline shall: (a) accept allocated quantities provided by Customer based on an Interconnect Daily Allocation ("IDA") as set forth in the provisions of Section 18.1(A), (b) allocate quantities received or delivered based on predetermined allocation methodologies ("PDA") as set forth in the provisions of Section 18.1(B), or (c) in the event that the allocation information as specified in the provisions of Sections 18.1(A) or 18.1(B) is not provided, then Pipeline shall allocate actual quantities as set forth in the provisions of Section 18.1(C) for Point(s) of Receipt and Point(s) of Delivery.

(A) Interconnect Daily Allocation:

Each Day Pipeline shall accept the allocation of actual Gas quantities received by Pipeline among all scheduled quantities based on the information provided in such IDA. An IDA shall mean Customer's installed capability at Point(s) of Receipt to provide, or cause to be provided, actual Gas flow and final daily allocation information: (1) in the same allocation form and level of detail set forth in Section 18.1(B), (2) by 11:00 a.m. CT on the Day following the Day of actual Gas flow, and (3) for and binding upon Customers tendering Gas at such Point(s) of Receipt on such Day. Such IDA shall be provided at no cost to Pipeline. Should Pipeline be required to make adjustments to its system during the Day of actual Gas flow and such adjustments affect total quantities received in a manner that Pipeline would normally use a PDA, as defined in Section 18.1(B), to determine the appropriate adjustments or actions to be taken at Point(s) of Receipt with an IDA, then at Pipeline's request Customer must provide or cause to be provided, allocations during the Day of actual deliveries to Pipeline. If such requested allocations are not received within two (2) hours, then Pipeline shall allocate quantities at such point as set forth in the provisions of Section 18.1(C). Pipeline's allocation in such event shall be a final daily allocation with respect to 18.1(D).

(B) Pre-Determined Allocation:

Pipeline shall allocate on each Day actual Gas quantities received or delivered by Pipeline among all scheduled quantities based on the PDA submitted to Pipeline before the start of such Gas Day by Customer or Customer's agent or the upstream or downstream party responsible for custody transfer (hereinafter called "Submitting Entity"). Parties



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**Second Revised Sheet No. 636** Second Revised Sheet No. 636

Superseding: First Revised Sheet No. 636

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may agree upon one of the following allocation methodologies: ranked, pro rata, percentage, swing and Operator provided value. Pipeline will accept the PDA if operationally or administratively feasible. Pipeline shall allow multiple levels of PDAs at each Point of Receipt or Point of Delivery. Pipeline shall accept Submitting Entity's PDA when such PDA provides for allocation of Quantities of Gas among Customer'(s) scheduled quantities at such Point(s) of Receipt or Point(s) of Delivery (hereinafter called "Allocated Entities"). For example, typical allocation levels are set forth below:

POINT(S) OF RECEIPT

Submitting Entity		Allocated Entities
Point Operator	to	Upstream Party(ies) (e.g. Producer, Last seller)
Upstream Party(ies)	to	Customer(s)
Customer(s)	to	Customer's service agreements

POINT(S) OF DELIVERY

Submitting Entity		Allocated Entities
Point Operator	to	Customer'(s) service agreements
Customer'(s) service agreements	to	End users

Any PDA submitted shall be effective for the term specified in such PDA, provided that such term may not cover a period of less than one Day or longer than the Nomination Period.

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*FERC Docket: RP10-53-000*

**Second Revised Sheet No. 637** Second Revised Sheet No. 637

Superseding: First Revised Sheet No. 637

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In the event Pipeline has delivered a Quantity of Gas in excess of the deliveries initially allocated pursuant to a PDA, such excess quantity shall be allocated in accordance with Section 18.1(C).

- (C) In the event that an allocation is not provided in accordance with Section 18.1(A) or 18.1(B) herein for any given Point of Receipt or Point of Delivery, or if an allocation is provided but is not in full compliance with the provisions set forth in Section 18.1(A) or 18.1(B) herein, Pipeline shall allocate the actual quantities received at such Point of Receipt or delivered at such Point of Delivery among the Allocated Entities not subject to an allocation based upon the ratio that each scheduled quantity not subject to an allocation bears to the total scheduled quantities not subject to an allocation, and such ratio shall be applied to unallocated actual quantities after allocating actual quantities in accordance with an allocation submitted in full compliance with the provisions set forth in Section 18.1(A) or 18.1(B) herein.

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*FERC Docket: RP10-53-000*

**First Revised Sheet No. 638** First Revised Sheet No. 638

Superseding: Original Sheet No. 638

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- (D) Any allocation submitted in accordance with the provisions set forth in this Section 18 shall be binding as to Pipeline and as to each and every allocated entity at such Point(s) of Receipt or Point(s) of Delivery on such Day. Pipeline shall not be liable to any Customer or third party as a result of Pipeline's reliance on any allocation from Submitting Entity in accordance with the provisions set forth in this Section 18.

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**First Revised Sheet No. 639** First Revised Sheet No. 639

Superseding: Original Sheet No. 639

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19. 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.

20. NON-DISCRIMINATORY WAIVER OF TARIFF PROVISIONS

Pipeline may waive any of its rights hereunder or any obligations of Customer on a basis which is not unduly discriminatory; provided that no waiver by either Customer or Pipeline of any one or more defaults by the other in the performance of any provision of the service agreement between Customer and Pipeline shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

21. MODIFICATION

No modification of the terms and provisions of any service agreement shall be or become effective except by the execution of a written contract.

22. TERMINATION FOR DEFAULT

If either Pipeline or Customer shall fail to perform any of the covenants or obligations imposed upon it or them under and by virtue of a Service Agreement hereunder, then in such event the other party may at its option terminate such agreement by proceeding as follows: The party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the 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 (30) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the agreement, and if within said period of thirty (30) days the party in default does so remove and remedy said cause or causes and fully indemnify 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 said period of thirty (30) days, then, after any necessary authorization by regulatory bodies having jurisdiction, the agreement shall become null and void from and after 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 Pipeline to collect any amounts then due to it for service 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.

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*FERC Docket: GT01- 15-000*

**Original Sheet No. 640** Original Sheet No. 640 :    Effective

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23. GOVERNMENTAL REGULATION

The service agreement, and all terms and provisions contained or incorporated therein, and the respective obligations of the parties thereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

24. DESCRIPTIVE HEADINGS

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

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FERC Docket: RP08-267-000

**Second Revised Sheet No. 641** Second Revised Sheet No. 641 : Effective  
Superseding: First Revised Sheet No. 641

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25. ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under a Service Agreement; and either Customer or Pipeline may assign or pledge such Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign the Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customers under any firm, Open-access, Part 284 Service Agreement may assign its rights to capacity pursuant to Section 3.14 of the General Terms and Conditions. To the extent Customer so desires, when it releases capacity pursuant to Section 3.14 of the General Terms and Conditions, Customer may require privity between Customer and the Replacement Customer, as further provided in the applicable Capacity Release Umbrella Agreement.

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*FERC Docket: RP10-375-000*

**First Revised Sheet No. 642** First Revised Sheet No. 642

Superseding: Original Sheet No. 642

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26. ARTICLE VI ADJUSTMENT

In accordance with and as approved by the Commission's order approving the "Joint Stipulation and Agreement" ("Settlement") filed December 17, 1991 in Docket Nos. RP88-67 et al. (Phase II/PCBs), Pipeline shall file the applicable Statements of Rates and supporting workpapers to reflect adjustments to Pipeline's rates. Except as provided in Articles VI B.1(a) and (b) of the Settlement pertaining to the first filings, such filings shall be made on October 31 to be effective December 1 of each year. Such adjustments shall be effective prospectively until the effective date of Pipeline's subsequent filing pursuant to Article VI B.1(c) of the Settlement and shall reflect the recoverable portion of the Eligible PCB-Related Costs, as defined in the Settlement, Pipeline estimates it will incur for the annual period covered by the filing. Pipeline shall include in such filing an adjustment, including any applicable credits and offsets, to the recoverable cost figure for any over or underrecovery of recoverable costs by Pipeline in the previous annual period, as well as any other credits or offsets required by the terms of the Settlement. Each change in Pipeline's rates pursuant to this Section 26 shall become effective without suspension provided that the Commission shall not be precluded from rejecting or suspending any rate adjustment for failure to be consistent with terms of the Settlement.

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FERC Docket: RP09-1064-000

**Seventh Revised Sheet No. 643** Seventh Revised Sheet No. 643

Superseding: Sixth Revised Sheet No. 643

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27. NORTH AMERICAN ENERGY STANDARDS BOARD ("NAESB")

- 27.1 Pipeline has adopted all of the Business Practices and Electronic Communication Standards which were required by the Commission in 18 CFR § 284.12(b) in accordance with Order Nos. 587, et al., in Docket Nos. RM96-1-000, et seq. In addition to the standards which are reflected in other provisions of this tariff, Pipeline is incorporating herein 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, by 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, 1.2.4, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.18, 1.2.19, 1.3.2(v), 1.3.2(vi), 1.3.3, 1.3.4, 1.3.14, 1.3.15, 1.3.16, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.31, 1.3.32, 1.3.33, 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:

2.2.4, 2.2.5, 2.3.1, 2.3.2, 2.3.4, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 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, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, and 2.4.18.

Invoicing Related Standards:

3.3.1, 3.3.2, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3 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, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, and 4.3.93.

Capacity Release Related Standards:

5.2.1, 5.2.2, 5.3.9, 5.3.17, 5.3.19, 5.3.20, 5.3.22, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 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.



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27. NORTH AMERICAN ENERGY STANDARDS BOARD ("NAESB") (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.

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28. DISCOUNT TERMS

- 28.1 Any Customer desiring a discount of the maximum Recourse Rates for service under Pipeline's Open-access Rate Schedules must submit a valid request for such discount pursuant to the procedures of this Section 28. 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, Pipeline will log such request and either deny or grant such request.
- 28.2 In the event that Pipeline agrees to discount its maximum Recourse Rates under any of its Open-access Rate Schedules, Pipeline and Customer may agree to the types of discounts specified herein without such discounts constituting a material deviation from Pipeline's pro forma service agreement. Pipeline 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 delivered (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually delivered); (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 28.4 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 Statements of Rates; 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 rates.
- 28.3 In the event that Pipeline rejects Customer's request for a discounted rate, Pipeline shall notify Customer via e-mail of the reason for such rejection.

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- 28.4 The terms of any discount request granted by Pipeline pursuant to this Section 28 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 pipeline path being discounted. The Discount Confirmation may also include other information required for posting under the Commission's regulations and other conditions consistent with Section 28.2. No particular discount transaction shall be contractually binding on either Pipeline or Customer until Pipeline has confirmed the terms of the discount upon Pipeline'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 Pipeline. Once the discount 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.
- 28.5 If Pipeline'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 Quantities of Gas delivered 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 MDQ 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).

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29. NEGOTIATED RATES

Pipeline 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 CDS, FT-1, MLS-1, SCT, VKFT, LLFT, IT-1, VKIT, LLIT, PAL, SS-1, ISS-1, and/or FSS-1.

29.1 Definition

A Negotiated Rate may be less than, equal to, or greater than the maximum Recourse Rate and/or the minimum rate; may be a rate design other than straight fixed-variable; and may include a minimum quantity. The Recourse Rates will be available to any Customer that does not wish to negotiate a rate.

29.2 Limitations

This Section 29 does not authorize the negotiation of terms and conditions of service.

29.3 Allocation of Capacity

Under any circumstances where allocation of capacity is determined by the rate being paid, a Negotiated Rate Customer paying a rate higher than the maximum Recourse Rate will be deemed to be paying a rate equal to such maximum Recourse Rate.

29.4 Bidding for Capacity

The cap for bidding for capacity under the right of first refusal provisions in Section 3.13 of the General Terms and Conditions of this FERC Gas Tariff is the maximum Recourse Rate.

29.5 Capacity Release

- (A) Except as expressly provided for in Section 3.14 of the General Terms and Conditions, the release of capacity under a Negotiated Rate agreement is capped at the maximum Recourse Rate; provided, however, the Negotiated Rate Customer will continue to be obligated to pay Pipeline the difference by which the Negotiated Rate exceeds the rate paid by the Replacement Customer. Pipeline and a Negotiated Rate Customer may agree upon payment obligations and crediting mechanisms, which vary from or are different from those set forth in Pipeline's capacity release provisions.
- (B) To the extent that Pipeline agrees to a Negotiated Rate applicable to usage and/or fuel charges, Pipeline will consider, if requested by the Negotiated Rate Customer, and may agree with the Negotiated Rate Customer, on a not unduly discriminatory basis, to the terms and conditions pursuant to which Pipeline will offer such Negotiated Rate(s) to Replacement Customer(s). This agreement to flow through the Negotiated Rates for usage and/or fuel charges to a Replacement Customer will be documented as set forth in Section 29.8 below. A Replacement Customer to whom such offer is made may elect to pay the usage and/or fuel charges pursuant to Pipeline's Recourse Rates or pursuant to the offered Negotiated Rate.

29.6 Accounting Treatment

Pipeline 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. Pipeline will keep separate and identifiable each volume transported, billing determinant, rate 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.

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29.7 Filing Requirement

Pipeline will file a Statement of Negotiated Rates prior to the commencement of service under a Negotiated Rate agreement or, for those Negotiated Rate agreements between Pipeline and a Replacement Customer that incorporate a Negotiated Rate for usage and/or fuel charges flowed through to the Replacement Customer pursuant to Section 29.5(B), as soon as reasonably practicable following the execution of such Negotiated Rate agreement. The Statement of Negotiated Rates will reflect 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.

29.8 Documentation

Any Negotiated Rate agreed to by Pipeline and Customer pursuant to this Section 29 shall be implemented by Pipeline's completion of a pro forma Statement of Negotiated Rates with the applicable Negotiated Rate-related provisions as described in Section 29.7 herein. Pipeline 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 Pipeline'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 Pipeline and Customer, Pipeline 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 Pipeline and Customer. Any Negotiated Rate agreed to pursuant to this Section 29 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.

29.9 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, Pipeline is collecting its effective maximum Recourse Rate(s) subject to refund under Section 4 of the Natural Gas Act, Pipeline 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 Pipeline's penalty revenue or other similar revenue, if any, applicable to service on Pipeline's system shall be governed by Pipeline's FERC Gas Tariff and any applicable Commission orders and/or regulations.

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**Fourth Revised Sheet No. 646** Fourth Revised Sheet No. 646

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30. SEGMENTATION, POINT RIGHTS AND RELATED SCHEDULING

30.1 Segmenting of Capacity by Means of Nomination.

- (a) In addition to any other transportation rights under the applicable Rate Schedule and related Service Agreement, a Customer under Rate Schedules CDS, FT-1 and SCT shall have the right to segment the contract capacity held by utilizing multiple receipts and deliveries within the Market Area Zones containing the Customer's Transportation Path. The right to segment is subject to the requirement that a Customer's utilization pursuant to its contract, and if such contract is the result of capacity release the utilization of all other Customers of capacity rights derived from the original firm contract, does not exceed in the aggregate (based on all relevant Customer utilization) the contract entitlements of the original firm contract in any segment (including, without limitation, the MDQ, Zone Boundary Entry or Zone Boundary Exit Quantities) where the nominated transactions overlap.
- (b) For the purpose of determining whether any overlapping transactions exceed in the aggregate (based on all relevant Customer utilization) the contract entitlements, a transaction that involves movement of Gas in the same direction as that contemplated by the Primary Point(s) of Receipt and the Primary Point(s) of Delivery on the firm service agreement and a transaction that involves movement of Gas that is counter to the direction contemplated by the Primary Point(s) of Receipt and the Primary Point(s) of Delivery nominated to the same Point of Delivery for the same Gas flow date and time shall not be deemed to be an overlap at that Point of Delivery; provided, however, in no event shall Pipeline be obligated to deliver on a primary firm basis at that Point of Delivery a quantity in excess of the MDDO or Section 14.9 Firm Capacity applicable to that Point of Delivery. For the purpose of determining whether any overlapping transactions in a segment exceed in the aggregate (based on all relevant Customer utilization) the contract entitlements for that segment, a transaction that involves movement of Gas in the same direction as that contemplated by the Primary Point(s) of Receipt and the Primary Point(s) of Delivery on the firm service agreement and a transaction that involves movement of Gas that is counter to the direction contemplated by the Primary Point(s) of Receipt and the Primary Point(s) of Delivery nominated on the same segment for the same Gas flow date and time shall be deemed to be an overlap on the segment.
- (c) In the event that a Releasing Customer and/or its Replacement Customer(s) submit overlapping nominations which in sum exceed in any segment, in the aggregate, the level of entitlement for which the Releasing Customer originally contracted, the relative priority of each nomination shall be determined first according to the scheduling procedures in Section 4.1 of the General Terms and Conditions and the Secondary Point priorities specified in Section 30.6(b) below, then by applying the overlap priorities provided in the Releasing Customer's Notice pursuant to Section 3.14(D)(1) of the General Terms and Conditions. If the Releasing Customer fails to provide overlap priorities in its notice, Pipeline shall allocate capacity to the overlapping nominations pro rata based on nominations.
- (d) Unless the point at which Gas is received or to which Gas is delivered is designated in Customer's service agreement as having an MDRO, MDDO, or Section 14.9 Firm Capacity, and the quantity being received or delivered is within the applicable contractual limits, such point shall be a Secondary Point, subject to the Zone Boundary Exit/Entry provision set forth in Section 30.3 below.

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All Master Receipt Point List points shall be regarded as Secondary Point(s) subject to the Zone Boundary Exit/Entry provision set forth in Section 30.3 below. The priority of the deliveries from and to Primary and Secondary Points for scheduling and curtailment and other tariff purposes shall be as set forth in Section 30.6 below. As a general matter, Customers will have the right to utilize all Secondary Points located within the rate Zones containing Customer's Transportation Path so long as such use does not impair Pipeline's ability to render firm service, does not adversely affect Customers' firm contract rights, and/or does not adversely affect the safe and reliable operation of Pipeline's system.

30.2 Segmenting of Capacity by Means of Capacity Release.

Releasing Customers can also segment firm capacity in their Transportation Path through capacity release in accordance with the provisions of Section 3.14 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, subject to the requirement that the release (or multiple releases) does not increase the total contract entitlements at any segment or any point (including, without limitation, the MDQ, MDRO, MDDO, Section 14.9 Firm Capacity, Zone Boundary Entry Quantity or Zone Boundary Exit Quantity) above the contract entitlements of the original firm contract.

Unless the point of receipt or delivery is designated in the Replacement Customer's contract as having an MDRO, MDDO, or Section 14.9 Firm Capacity, and the quantity being received or delivered is within the applicable contractual limits, such point shall be a Secondary Point, subject to the Zone Boundary Exit/Entry provision set forth in Section 30.3 below. For the duration of the release, the Replacement Customer may request a different firm Point of Receipt and/or firm Point of Delivery located within the rate Zones containing Replacement Customer's Transportation Path and subject to Section 14 of the General Terms and Conditions. In such an event the portion of the path no longer covered by that contract is deemed to be unsubscribed capacity that may be sold by Pipeline for the term of the capacity release agreement. Upon termination of the capacity release agreement, all capacity covered by the original release, including the original firm Point of Receipt and/or firm Point of Delivery, shall revert to the Releasing Customer, and any firm points granted during the term of the capacity release agreement shall revert to Pipeline as unsubscribed capacity.

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30.3 Zone Boundary Exit/Entry.

A Customer that is able to tender and deliver Gas across a Zone Boundary within its Zone Boundary Exit and Entry entitlements upstream of the Point of Delivery will be deemed to be tendering Gas at a Primary Point of Receipt.

30.4 Use of the Pipeline System Capacity.

Pipeline will direct flows of Gas on its discrete lines to maximize Customer scheduling flexibility; provided, however, Pipeline shall have the right to schedule on each line separately consistent with each Customer's Transportation Path as necessary to ensure Pipeline's ability to render service to firm Customers and the safe and reliable operation of Pipeline's system.

30.5 Secondary Points.

In addition to the firm Point(s) of Receipt and/or Delivery available under Section 14 of these General Terms and Conditions, a Customer under Rate Schedules CDS, FT-1 and SCT may schedule and tender/deliver any Quantity of Gas at (i) any Point(s) of Receipt on Pipeline's system or Point(s) of Receipt on a third party pipeline system pursuant to Section 3.16 of these General Terms and Conditions or at (ii) any Point(s) of Delivery on Pipeline's system or on a third party pipeline system pursuant to Section 3.16 of these General Terms and Conditions, including in excess of the MDRO, MDDO, and Section 14.9 Firm Capacity (but capped at the original firm contract holder's total MDQ and subject to the overlap provisions set forth in Section 30.1(b) above). In addition to the firm Point(s) of Delivery specified in the executed SS-1 service agreement, a Customer under Rate Schedule SS-1 may schedule and deliver any Quantity of Gas at any Secondary Point on Pipeline's system, including in excess of the MDDO and Section 14.9 Firm Capacity (but capped at the original firm contract holder's total MDWQ).

These rights shall be subject to:

- (i) quantities tendered must be within the accurate measurement capability and within the applicable operating restrictions imposed by the U.S. Department of Transportation with regard to the facilities installed at the Point(s) of Receipt and Point(s) of Delivery;
- (ii) the requirement that the receipt and/or delivery of such Quantity of Gas will not impair the ability of Pipeline to satisfy Pipeline's firm obligations to other firm Customers and/or will not impair the safe operation of Pipeline's facilities;
- (iii) the requirement that Pipeline shall not receive, except for pre-injection quantities, or deliver for the account of Customer in the aggregate a Quantity of Gas in excess of the Customer's rights in any portion of Pipeline's system which are defined in the Access Area by the Operational Segment Capacity Entitlements, MDRO, and Section 14.9 Firm Capacity and in the Market Area by the Customer's Transportation Path(s), MDDO, and Section 14.9 Firm Capacity;
- (iv) the requirement that the Point(s) of Receipt and Point(s) of Delivery are located within the Zone(s) containing the Transportation Path for such service agreement; and/or



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- (v) the requirement that quantities nominated at Point(s) of Receipt or to Point(s) of Delivery located on a third party pipeline meet all of the terms and conditions prescribed in the third party pipeline's effective FERC Gas Tariff and the applicable service agreement with the third party pipeline.

30.6 Status of Points and Related Scheduling and Curtailment.

- (a) Point Status. All points, other than those in original firm contract holder service agreements or otherwise contractually designated as Primary Points, shall be Secondary Points unless Section 30.3 applies.
- (b) Scheduling Procedures for Secondary Points. With respect to scheduling at Secondary Points for timely nominations as defined in Sections 4.1(B) and 4.1(D) of these General Terms and Conditions, Pipeline will make available scheduled quantities for receipt at Customer's and operator's designated site by 4:30 p.m. CT on the Day prior to Gas flow. Within four (4) hours of an Intra-day Nomination, Pipeline will notify affected Customer(s) and point operator(s) of changes in scheduled quantities. Based upon Customer's nominations, including rankings of individual Points of Receipt or Points of Delivery within a service agreement in the event the entirety of Customer's nomination cannot be scheduled, and subject to the provisions of Section 4.1(J) of the General Terms and Conditions, Pipeline shall schedule receipts and deliveries of Gas at Secondary Points in the following sequence in each Zone:
  - (1) among Customers of Pipeline's firm rate schedules according to Quantities of Gas requested to be scheduled by such Customers from Secondary Receipt Points in the Transportation Path to Primary Delivery Points;
  - (2) among Customers under Pipeline's firm rate schedules according to Quantities of Gas requested to be scheduled by such Customers (a) from Secondary Points within the Transportation Path to Secondary Points within the Transportation Path, and (b) from Primary Points to Secondary Points within the Transportation Path;
  - (3) among Customers under Pipeline's firm rate schedules according to Quantities of Gas requested to be scheduled by such Customers (a) from Secondary Receipt Points outside the Transportation Path (but within the transportation Zone) to Primary Delivery Points, (b) from Secondary Points within the Transportation Path to Secondary Points outside the Transportation Path (but within the transportation Zone), (c) from Secondary Points outside the Transportation Path (but within the transportation Zone) to Secondary Points within the Transportation Path, (d) from Secondary Points outside the Transportation Path to Secondary Points outside the Transportation Path (but both within the transportation Zone), and (e) from Primary Points to Secondary Points outside the Transportation Path (but within the transportation Zone).

Within each sequence listed above, Quantities of Gas requested flowing through a Posted Point of Restriction within the Transportation Path shall

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have priority over Quantities of Gas requested flowing through a Posted Point of Restriction outside the Transportation Path.

(c) Curtailment at Secondary Points.

Curtailment at Secondary Points shall be governed by the procedures set forth in Section 4.2 of these General Terms and Conditions. Once scheduled, service under Pipeline's firm rate schedules at both Primary and Secondary Points is curtailed on a pro rata basis.

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GENERAL TERMS AND CONDITIONS

(Continued)

- (d) For purposes of determining whether points are within the Transportation Path, Pipeline shall consider a transportation flow from a Point of Receipt to a Point of Delivery which is counter to the Gas flow contemplated by the Primary Point of Receipt and Primary Point of Delivery as being outside the Transportation Path. In addition, any movement of Gas that traverses a segment(s) in which the firm contractual entitlement is less than the nominated quantity shall be deemed to be outside of the Transportation Path for that portion of the nominated quantity that exceeds the firm contractual entitlement.

*Effective Date: 07/01/2003    Status: Effective*

*FERC Docket: RP00-468-005*

**Sheet Nos. 651 - 799** Sheet Nos. 651 - 799 : Pending

Sheet Nos. 651 - 799 are  
Being reserved for future use.

Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

**Sixth Revised Sheet No. 800** Sixth Revised Sheet No. 800

Superseding: Fifth Revised Sheet No. 800

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Effective Date: 12/31/9999 Status: Accepted

FERC Docket: RP09-1088-000

**Fifth Revised Sheet No. 800** Fifth Revised Sheet No. 800

Superseding: Fourth Revised Sheet No. 800

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

*FERC Docket: RP09-98-000*

**Fourth Revised Sheet No. 801** Fourth Revised Sheet No. 801  
Superseding: Third Revised Sheet No. 801

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Fifth Revised Sheet No. 802** Fifth Revised Sheet No. 802  
Superseding: Fourth Revised Sheet No. 802

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS

Date: \_\_\_\_\_, Contract No.) \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule CDS and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the MDQ.

3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon \_\_\_\_\_ prior written notice [at least one (1) year prior notice for Long-Term Service Agreements, with the exception that, for Service Agreements with a Primary Term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the Primary Term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement; mutually agreeable for Short-Term Service Agreements] prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Tariff.



Effective Date: 03/14/2010 Status: Effective  
FERC Docket: RP10-375-000

**Seventh Revised Sheet No. 803** Seventh Revised Sheet No. 803  
Superseding: Sixth Revised Sheet No. 803

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. 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 such changes in whole or in part.
5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:
- Pipeline:
- Customer:
7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:
- [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: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**Second Revised Sheet No. 804** Second Revised Sheet No. 804 : Effective  
Superseding: First Revised Sheet No. 804

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 805** First Revised Sheet No. 805 : Effective  
Superseding: Original Sheet No. 805

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 806** First Revised Sheet No. 806 : Effective  
Superseding: Original Sheet No. 806

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 807** First Revised Sheet No. 807 : Effective  
Superseding: Original Sheet No. 807

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 08/13/2009 Status: Effective  
FERC Docket: RP09-508-001

**Second Revised Sheet No. 808** Second Revised Sheet No. 808  
Superseding: First Revised Sheet No. 808

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

EXHIBIT A, TRANSPORTATION PATHS  
FOR BILLING PURPOSES, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE CDS  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

(1) Customer's firm Point(s) of Receipt:

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage)	Measurement Responsibilities	Owner	Operator
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(2) Customer shall have Pipeline's Master Receipt Point List ("MRPL"). Customer hereby agrees that Pipeline's MRPL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path	Transportation Path Quantity
---------------------	---------------------------------

[Notice: The Maximum Daily Receipt Obligation at any Point of Receipt may also be further limited by a specified aggregate MDRO ("AMDRO"), as applicable, where the same Point(s) of Receipt is(are) reflected as a Point of Receipt on one or more of Customer's Service Agreements.]

SIGNED FOR IDENTIFICATION

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT A DATED: \_\_\_\_\_

Effective Date: 06/01/2009 Status: Effective  
FERC Docket: RP09-508-000

**Second Revised Sheet No. 809** Second Revised Sheet No. 809  
Superseding: First Revised Sheet No. 809

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

EXHIBIT B, POINT(S) OF DELIVERY, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE CDS  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

Point of Delivery	Description	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
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[NOTICE: The Maximum Daily Delivery Obligation ("MDDO") at any Point of Delivery may also be further limited by a specified aggregate MDDO ("AMDDO"), as applicable, where the same Point(s) of Delivery is(are) reflected as a Point of Delivery on one or more of Customer's service agreements.]

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT B DATED \_\_\_\_\_

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-98-000

**Second Revised Sheet No. 810** Second Revised Sheet No. 810

Superseding: First Revised Sheet No. 810

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY  
AND ZONE BOUNDARY EXIT QUANTITY, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE CDS  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

(12) ZONE BOUNDARY ENTRY QUANTITY  
Dth/D

TO

M1-24 M1-30 M2-24 M2-30 M2 M3

FROM

ETX

ELA

M1-24

M1-30

M2-24

M2-30

M2

M3



Effective Date: 01/19/2009 Status: Effective

FERC Docket: RP09-169-000

**Third Revised Sheet No. 811** Third Revised Sheet No. 811  
Superseding: Second Revised Sheet No. 811

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

EXHIBIT C (Continued)

ZONE BOUNDARY EXIT QUANTITY  
Dth/D

TO

	M1-24	M1-30	M2-24	M2-30	M2	M3
FROM						
M1-24						
M1-30						
M2-24						
M2-30						
M2						
M3						

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT C DATED \_\_\_\_\_

Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-98-000

**Second Revised Sheet No. 812** Second Revised Sheet No. 812  
Superseding: First Revised Sheet No. 812

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

EXHIBIT D, TRANSPORTATION QUANTITIES,  
DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE CDS  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

MAXIMUM DAILY QUANTITY (MDQ): \_\_\_\_\_ Dth  
Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by \_\_\_\_\_ Dth as of \_\_\_\_\_, or any subsequent anniversary date, upon providing \_\_\_\_\_ [Notice period to be not less than the notice period required to terminate the entire contract] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERCEDES EXHIBIT D DATED: \_\_\_\_\_

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 813 - 814** Sheet Nos. 813 - 814 :    Effective

Sheet Nos. 813 - 814 are  
being reserved for future use.

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

*FERC Docket: RP09-98-000*

**Fourth Revised Sheet No. 815** Fourth Revised Sheet No. 815  
Superseding: Third Revised Sheet No. 815

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Fifth Revised Sheet No. 816** Fifth Revised Sheet No. 816  
Superseding: Fourth Revised Sheet No. 816

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1

Date: \_\_\_\_\_,

Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule FT-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ.

3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon \_\_\_\_\_ prior written notice [at least one (1) year prior notice for Long-Term Service Agreements, with the exception that, for Service Agreements with a Primary Term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the Primary Term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement; mutually agreeable for Short-Term Service Agreements] prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Gas Tariff.

Effective Date: 03/14/2010 Status: Effective  
FERC Docket: RP10-375-000

**Seventh Revised Sheet No. 817** Seventh Revised Sheet No. 817  
Superseding: Sixth Revised Sheet No. 817

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. 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 such changes in whole or in part.
5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:
- Pipeline:
- Customer:
7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[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: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**Second Revised Sheet No. 818** Second Revised Sheet No. 818 : Effective  
Superseding: First Revised Sheet No. 818

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 819** First Revised Sheet No. 819 : Effective  
Superseding: Original Sheet No. 819

This sheet was previously issued,  
but is now reserved for future use.



*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 820** First Revised Sheet No. 820 : Effective  
Superseding: Original Sheet No. 820

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 821** First Revised Sheet No. 821 : Effective  
Superseding: Original Sheet No. 821

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 08/13/2009 Status: Effective  
FERC Docket: RP09-508-001

**Second Revised Sheet No. 822** Second Revised Sheet No. 822  
Superseding: First Revised Sheet No. 822

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

EXHIBIT A, TRANSPORTATION PATHS  
FOR BILLING PURPOSES, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

(1) Customer's firm Point(s) of Receipt:

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage)	Measurement Responsibilities	Owner	Operator
------------------------	-------------	---	---------------------------------	-------	----------

(2) Customer shall have Pipeline's Master Receipt Point List ("MRPL"). Customer hereby agrees that Pipeline's MRPL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path	Transportation Path Quantity
---------------------	---------------------------------

[Notice: The Maximum Daily Receipt Obligation at any Point of Receipt may also be further limited by a specified aggregate MDRO ("AMDRO"), as applicable, where the same Point(s) of Receipt is(are) reflected as a Point of Receipt on one or more of Customer's Service Agreements.]

SIGNED FOR IDENTIFICATION

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT \_ DATED: \_\_\_\_\_

Effective Date: 06/01/2009 Status: Effective  
FERC Docket: RP09-508-000

**Second Revised Sheet No. 823** Second Revised Sheet No. 823  
Superseding: First Revised Sheet No. 823

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

EXHIBIT B, POINT(S) OF DELIVERY, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

Point of Delivery	Description	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
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[NOTICE: The Maximum Daily Delivery Obligation ("MDDO") at any Point of Delivery may also be further limited by a specified aggregate MDDO ("AMDDO"), as applicable, where the same Point(s) of Delivery is(are) reflected as a Point of Delivery on one or more of Customer's service agreements.]

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT B DATED \_\_\_\_\_

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-98-000

**Second Revised Sheet No. 824** Second Revised Sheet No. 824

Superseding: First Revised Sheet No. 824

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY  
AND ZONE BOUNDARY EXIT QUANTITY, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

ZONE BOUNDARY ENTRY QUANTITY  
Dth/D

TO

M1-24 M1-30 M2-24 M2-30 M2 M3

FROM

ETX

ELA

M1-24

M1-30

M2-24

M2-30

M2

M3

Effective Date: 01/19/2009 Status: Effective

FERC Docket: RP09-169-000

**Third Revised Sheet No. 825** Third Revised Sheet No. 825

Superseding: Second Revised Sheet No. 825

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

EXHIBIT C (Continued)

ZONE BOUNDARY EXIT QUANTITY  
Dth/D

TO

FROM	M1-24	M1-30	M2-24	M2-30	M2	M3
M1-24						
M1-30						
M2-24						
M2-30						
M2						
M3						

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT C DATED \_\_\_\_\_

Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-98-000

**Second Revised Sheet No. 826** Second Revised Sheet No. 826  
Superseding: First Revised Sheet No. 826

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

EXHIBIT D, TRANSPORTATION QUANTITIES,  
DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

MAXIMUM DAILY QUANTITY (MDQ): \_\_\_\_\_ Dth  
Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by \_\_\_\_\_ Dth as of \_\_\_\_\_, or any subsequent anniversary date, upon providing \_\_\_\_\_ [Notice period to be not less than the notice period required to terminate the entire contract] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this service agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERCEDES EXHIBIT D DATED: \_\_\_\_\_

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 827 - 829** Sheet Nos. 827 - 829 :    Effective

Sheet Nos. 827 - 829 are  
being reserved for future use.



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

*FERC Docket: RP09-98-000*

**Fourth Revised Sheet No. 830** Fourth Revised Sheet No. 830  
Superseding: Third Revised Sheet No. 830

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Fifth Revised Sheet No. 831** Fifth Revised Sheet No. 831  
Superseding: Fourth Revised Sheet No. 831

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT

Date: \_\_\_\_\_,

Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule SCT and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the MDQ.

3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon \_\_\_\_\_ prior written notice [at least one (1) year prior notice for Long-Term Service Agreements, with the exception that, for Service Agreements with a Primary Term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the Primary Term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement; mutually agreeable for Short-Term Service Agreements] prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Tariff.

**Seventh Revised Sheet No. 832** Seventh Revised Sheet No. 832  
Superseding: Sixth Revised Sheet No. 832

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT  
(Continued)

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. 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 such changes in whole or in part.
5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:
- Pipeline:
- Customer:
7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[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: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**Second Revised Sheet No. 833** Second Revised Sheet No. 833 : Effective  
Superseding: First Revised Sheet No. 833

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 834** First Revised Sheet No. 834 : Effective  
Superseding: Original Sheet No. 834

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 835** First Revised Sheet No. 835 : Effective  
Superseding: Original Sheet No. 835

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 836** First Revised Sheet No. 836 : Effective  
Superseding: Original Sheet No. 836

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 08/13/2009 Status: Effective  
FERC Docket: RP09-508-001

**Second Revised Sheet No. 837** Second Revised Sheet No. 837  
Superseding: First Revised Sheet No. 837

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT  
(Continued)

EXHIBIT A, TRANSPORTATION PATHS  
FOR BILLING PURPOSES, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SCT  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

(1) Customer's firm Point(s) of Receipt:

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage)	Measurement Responsibilities	Owner	Operator
------------------------	-------------	---	---------------------------------	-------	----------

(2) Customer shall have Pipeline's Master Receipt Point List ("MRPL"). Customer hereby agrees that Pipeline's MRPL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path	Transportation Path Quantity
---------------------	---------------------------------

[Notice: The Maximum Daily Receipt Obligation at any Point of Receipt may also be further limited by a specified aggregate MDRO ("AMDRO"), as applicable, where the same Point(s) of Receipt is(are) reflected as a Point of Receipt on one or more of Customer's Service Agreements.]

SIGNED FOR IDENTIFICATION

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT A DATED: \_\_\_\_\_



Effective Date: 06/01/2009 Status: Effective  
FERC Docket: RP09-508-000

**Second Revised Sheet No. 838** Second Revised Sheet No. 838  
Superseding: First Revised Sheet No. 838

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT  
(Continued)

EXHIBIT B, POINT(S) OF DELIVERY, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SCT  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

Point of Delivery	Description	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
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[NOTICE: The Maximum Daily Delivery Obligation ("MDDO") at any Point of Delivery may also be further limited by a specified aggregate MDDO ("AMDDO"), as applicable, where the same Point(s) of Delivery is(are) reflected as a Point of Delivery on one or more of Customer's service agreements.]

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT B DATED \_\_\_\_\_

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-98-000

**Second Revised Sheet No. 839** Second Revised Sheet No. 839

Superseding: First Revised Sheet No. 839

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT  
(Continued)

EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY  
AND ZONE BOUNDARY EXIT QUANTITY, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SCT  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

ZONE BOUNDARY ENTRY QUANTITY  
Dth/D

TO

M1-24 M1-30 M2-24 M2-30 M2 M3

FROM

ETX

ELA

M1-24

M1-30

M2-24

M2-30

M2

M3

Effective Date: 01/19/2009 Status: Effective

FERC Docket: RP09-169-000

**Third Revised Sheet No. 840** Third Revised Sheet No. 840  
Superseding: Second Revised Sheet No. 840

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT  
(Continued)

EXHIBIT C (Continued)

ZONE BOUNDARY EXIT QUANTITY  
Dth/D

TO

	M1-24	M1-30	M2-24	M2-30	M2	M3
FROM						
M1-24						
M1-30						
M2-24						
M2-30						
M2						
M3						

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT C DATED \_\_\_\_\_

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-98-000

**Second Revised Sheet No. 841** Second Revised Sheet No. 841  
Superseding: First Revised Sheet No. 841

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SCT  
(Continued)

EXHIBIT D, TRANSPORTATION QUANTITIES,  
DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SCT  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

MAXIMUM DAILY QUANTITY (MDQ): \_\_\_\_\_ Dth  
Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by \_\_\_\_\_ Dth as of \_\_\_\_\_, or any subsequent anniversary date, upon providing \_\_\_\_\_ [Notice period to be not less than the notice period required to terminate the entire contract] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERCEDES EXHIBIT D DATED: \_\_\_\_\_

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 842 - 845** Sheet Nos. 842 - 845 :    Effective

Sheet Nos. 842 - 845 are  
being reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**First Revised Sheet No. 846** First Revised Sheet No. 846 :    Effective  
Superseding: Original Sheet No. 846

      This sheet was previously issued,  
      but is now reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**Third Revised Sheet No. 847** Third Revised Sheet No. 847 :    Effective  
Superseding: Second Revised Sheet No. 847

          This sheet was previously issued,  
          but is now reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**First Revised Sheet No. 848** First Revised Sheet No. 848 :    Effective  
Superseding: Original Sheet No. 848

          This sheet was previously issued,  
          but is now reserved for future use.



*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**First Revised Sheet No. 849** First Revised Sheet No. 849 :    Effective  
Superseding: Original Sheet No. 849

          This sheet was previously issued,  
          but is now reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**First Revised Sheet No. 850** First Revised Sheet No. 850 :    Effective  
Superseding: Original Sheet No. 850

          This sheet was previously issued,  
          but is now reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**First Revised Sheet No. 851** First Revised Sheet No. 851 :    Effective  
Superseding: Original Sheet No. 851

          This sheet was previously issued,  
          but is now reserved for future use.

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 852 - 856** Sheet Nos. 852 - 856 :    Effective

Sheet Nos. 852 - 856 are  
being reserved for future use.

Effective Date: 03/14/2010 Status: Effective  
FERC Docket: RP10-375-000

**Fourth Revised Sheet No. 857** Fourth Revised Sheet No. 857  
Superseding: Third Revised Sheet No. 857

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE IT-1

Date: \_\_\_\_\_, Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule IT-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

2. Maximum Daily Quantity (MDQ) \_\_\_\_\_ Dth

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the MDQ.

3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall continue to be effective from \_\_\_\_\_ to \_\_\_\_\_ thereafter unless and until terminated by Pipeline or Customer upon prior written notice of at least \_\_\_\_\_. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline 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 part.
5. The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver Gas shall be specified on Pipeline's Master Receipt Point List (MRPL) and Master Delivery Point List (MDPL) as such lists are revised and published by Pipeline from time to time.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Fourth Revised Sheet No. 858** Fourth Revised Sheet No. 858  
Superseding: Third Revised Sheet No. 858

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE IT-1  
(Continued)

6. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
7. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:

Customer:

8. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
9. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[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: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 859** First Revised Sheet No. 859 : Effective  
Superseding: Original Sheet No. 859

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 860** First Revised Sheet No. 860 : Effective  
Superseding: Original Sheet No. 860

This sheet was previously issued,  
but is now reserved for future use.



*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 861** First Revised Sheet No. 861 : Effective  
Superseding: Original Sheet No. 861

This sheet was previously issued,  
but is now reserved for future use.

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

*FERC Docket: RP09-98-000*

**Fourth Revised Sheet No. 862** Fourth Revised Sheet No. 862  
Superseding: Third Revised Sheet No. 862

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Fifth Revised Sheet No. 863** Fifth Revised Sheet No. 863  
Superseding: Fourth Revised Sheet No. 863

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE LLFT

Date: \_\_\_\_\_,

Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule LLFT and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the MDQ.

3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon \_\_\_\_\_ prior written notice [at least one (1) year prior notice for Long-Term Service Agreements, with the exception that, for Service Agreements with a Primary Term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the Primary Term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement; mutually agreeable for Short-Term Service Agreements] prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, a notice of partial reduction in MDQ pursuant to Exhibit C or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Tariff.

Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

**Seventh Revised Sheet No. 864** Seventh Revised Sheet No. 864

Superseding: Sixth Revised Sheet No. 864

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE LLFT  
(Continued)

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. 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 such changes in whole or in part.
5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:
- Pipeline:
- Customer:
7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[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: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**Second Revised Sheet No. 865** Second Revised Sheet No. 865 : Effective  
Superseding: First Revised Sheet No. 865

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 866** First Revised Sheet No. 866 : Effective  
Superseding: Original Sheet No. 866

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 867** First Revised Sheet No. 867 : Effective  
Superseding: Original Sheet No. 867

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 868** First Revised Sheet No. 868 : Effective  
Superseding: Original Sheet No. 868

This sheet was previously issued,  
but is now reserved for future use.



Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-98-000

**First Revised Sheet No. 869** First Revised Sheet No. 869  
Superseding: Original Sheet No. 869

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE LLFT  
(Continued)

EXHIBIT A, TRANSPORTATION PATHS  
FOR BILLING PURPOSES, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

(1) Customer's firm Point(s) of Receipt:

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage)	Measurement Responsibilities	Owner	Operator
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(2) Customer shall have Pipeline's Lebanon Lateral Master Receipt Point List ("LLMRPL").  
Customer hereby agrees that Pipeline's LLMRPL as revised and published by Pipeline from  
time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of  
Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path	Transportation Path Quantity
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SIGNED FOR IDENTIFICATION

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT A DATED: \_\_\_\_\_

FERC Docket: RP09-98-000

**First Revised Sheet No. 870** First Revised Sheet No. 870

## FORM OF SERVICE AGREEMENT

EXHIBIT B, POINT(S) OF DELIVERY, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

Point of Delivery	Description	Maximum Daily Delivery	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
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SIGNED FOR IDENTIFICATION:

PIPELINE:

CUSTOMER:

SUPERSEDES EXHIBIT B DATED

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-98-000

**Second Revised Sheet No. 871** Second Revised Sheet No. 871  
Superseding: First Revised Sheet No. 871

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE LLFT  
(Continued)

EXHIBIT C, TRANSPORTATION QUANTITIES,  
DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LLFT  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

MAXIMUM DAILY QUANTITY (MDQ): \_\_\_\_\_ Dth  
Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by \_\_\_\_\_ Dth as of \_\_\_\_\_, or any subsequent anniversary date, upon providing \_\_\_\_\_ [Notice period to be not less than the notice period required to terminate the entire contract] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERCEDES EXHIBIT C DATED: \_\_\_\_\_

Effective Date: 03/14/2010 Status: Effective  
FERC Docket: RP10-375-000

**Third Revised Sheet No. 872** Third Revised Sheet No. 872  
Superseding: Second Revised Sheet No. 872

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE LLIT

Date: \_\_\_\_\_, Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule LLIT and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

2. Maximum Daily Quantity (MDQ) \_\_\_\_\_ Dth

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the MDQ.

3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall continue to be effective from \_\_\_\_\_ to \_\_\_\_\_ thereafter unless and until terminated by Pipeline or Customer upon prior written notice of at least \_\_\_\_\_. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline 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 part.

5. The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver Gas shall be specified on Pipeline's Lebanon Lateral Master Receipt Point List (LLMRPL) and Lebanon Lateral Master Delivery Point List (LLMDPL) as such lists are revised and published by Pipeline from time to time.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Fourth Revised Sheet No. 873** Fourth Revised Sheet No. 873  
Superseding: Third Revised Sheet No. 873

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE LLIT  
(Continued)

6. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
7. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:

Customer:

8. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
9. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[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: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 874** First Revised Sheet No. 874 : Effective  
Superseding: Original Sheet No. 874

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 875** First Revised Sheet No. 875 : Effective  
Superseding: Original Sheet No. 875

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 876** First Revised Sheet No. 876 : Effective  
Superseding: Original Sheet No. 876

This sheet was previously issued,  
but is now reserved for future use.



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

*FERC Docket: RP09-98-000*

**Fourth Revised Sheet No. 877** Fourth Revised Sheet No. 877  
Superseding: Third Revised Sheet No. 877

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Fifth Revised Sheet No. 878** Fifth Revised Sheet No. 878  
Superseding: Fourth Revised Sheet No. 878

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE VKFT

Date: \_\_\_\_\_,

Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule VKFT and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the MDQ.

3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon \_\_\_\_\_ prior written notice [at least one (1) year prior notice for Long-Term Service Agreements, with the exception that, for Service Agreements with a Primary Term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the Primary Term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement; mutually agreeable for Short-Term Service Agreements] prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, a notice of partial reduction in MDQ pursuant to Exhibit C or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Tariff.

Effective Date: 03/14/2010 Status: Effective  
FERC Docket: RP10-375-000

**Seventh Revised Sheet No. 879** Seventh Revised Sheet No. 879  
Superseding: Sixth Revised Sheet No. 879

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE VKFT  
(Continued)

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. 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 part.
5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:
- Pipeline:
- Customer:
7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[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: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**Second Revised Sheet No. 880** Second Revised Sheet No. 880 : Effective  
Superseding: First Revised Sheet No. 880

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 881** First Revised Sheet No. 881 : Effective  
Superseding: Original Sheet No. 881

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 882** First Revised Sheet No. 882 : Effective  
Superseding: Original Sheet No. 882

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 883** First Revised Sheet No. 883 : Effective  
Superseding: Original Sheet No. 883

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-98-000

**First Revised Sheet No. 884** First Revised Sheet No. 884  
Superseding: Original Sheet No. 884

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE VKFT  
(Continued)

EXHIBIT A, TRANSPORTATION PATHS  
FOR BILLING PURPOSES, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE VKFT  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

(1) Customer's firm Point(s) of Receipt:

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage)	Measurement Responsibilities	Owner	Operator
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(2) Customer shall have Pipeline's Viosca Knoll Lateral Master Receipt Point List ("VKMRPL"). Customer hereby agrees that Pipeline's VKMRPL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path	Transportation Path Quantity
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SIGNED FOR IDENTIFICATION

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT A DATED: \_\_\_\_\_



Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-98-000

**First Revised Sheet No. 885** First Revised Sheet No. 885  
Superseding: Original Sheet No. 885

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE VKFT  
(Continued)

EXHIBIT B, POINT(S) OF DELIVERY, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE VKFT  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

Point of Delivery	Description	Maximum Daily Delivery	Pressure Obligation	Measurement Responsibilities	Owner	Operator
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SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT B DATED \_\_\_\_\_

Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-98-000

**First Revised Sheet No. 885A** First Revised Sheet No. 885A  
Superseding: Original Sheet No. 885A

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE VKFT  
(Continued)

EXHIBIT C, TRANSPORTATION QUANTITIES,  
DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE VKFT  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

MAXIMUM DAILY QUANTITY (MDQ): \_\_\_\_\_ Dth  
Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by \_\_\_\_\_ Dth as of \_\_\_\_\_, or any subsequent anniversary date, upon providing \_\_\_\_\_ [Notice period to be not less than the notice period required to terminate the entire contract] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERCEDES EXHIBIT C DATED: \_\_\_\_\_

Effective Date: 03/14/2010 Status: Effective  
FERC Docket: RP10-375-000

**Third Revised Sheet No. 886** Third Revised Sheet No. 886  
Superseding: Second Revised Sheet No. 886

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE VKIT

Date: \_\_\_\_\_, Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule VKIT and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

2. Maximum Daily Quantity (MDQ) \_\_\_\_\_ Dth

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the MDQ.

3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall continue to be effective from \_\_\_\_\_ to \_\_\_\_\_ thereafter unless and until terminated by Pipeline or Customer upon prior written notice of at least \_\_\_\_\_. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline 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 part.

5. The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver Gas shall be specified on Pipeline's Viosca Knoll Master Receipt Point List (VKMRPL) and Viosca Knoll Master Delivery Point List (VKMDPL) as such lists are revised and published by Pipeline from time to time.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Fourth Revised Sheet No. 887** Fourth Revised Sheet No. 887  
Superseding: Third Revised Sheet No. 887

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE VKIT  
(Continued)

6. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
7. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:

Customer:

8. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
9. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[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: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 888** First Revised Sheet No. 888 : Effective  
Superseding: Original Sheet No. 888

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 889** First Revised Sheet No. 889 : Effective  
Superseding: Original Sheet No. 889

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 890** First Revised Sheet No. 890 : Effective  
Superseding: Original Sheet No. 890

This sheet was previously issued,  
but is now reserved for future use.

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

*FERC Docket: RP09-98-000*

**Fourth Revised Sheet No. 890A** Fourth Revised Sheet No. 890A  
Superseding: Third Revised Sheet No. 890A

This sheet was previously issued,  
but is now reserved for future use.



Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-98-000

**Sixth Revised Sheet No. 890B** Sixth Revised Sheet No. 890B  
Superseding: Fifth Revised Sheet No. 890B

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE MLS-1

Date: \_\_\_\_\_,

Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for \_\_\_\_\_ (indicate firm or interruptible) service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule MLS-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Quantity (MDQ) and Maximum Hourly Quantity (MHQ) for service under this Agreement and any right to increase or decrease the MDQ and MHQ during the term of this Agreement are listed on Exhibit C attached hereto. Exhibit C is incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any day a quantity of gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any day a quantity of gas in excess of the MDQ.

3. For Customers electing firm service under this Agreement, the Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto, which are incorporated herein by reference and made a part hereof. For Customers electing interruptible service under this Agreement, the Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver Gas shall be specified on Pipeline's applicable Market Lateral Master Meter List as such list is revised and published by Pipeline from time to time.
4. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon \_\_\_\_\_ prior written notice [at least one (1) year prior notice for firm Long-Term Service Agreements, with the exception that, for firm Service Agreements with a Primary Term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the Primary Term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement; mutually agreeable for all other Service Agreements] prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: RP09-1088-000

**Seventh Revised Sheet No. 890B** Seventh Revised Sheet No. 890B

Superseding: Sixth Revised Sheet No. 890B

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE MLS-1

Date: \_\_\_\_\_,

Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("Customer").

[or, when applicable, this AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), By and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_, as "Administrator" on behalf of the Principals as set forth in MSOA Contract No. \_\_\_\_\_, hereinafter individually and collectively referred to as "Customer," which Principals meet the requirements set forth in such Multiple Shipper Option Agreement which is incorporated herein by reference.]

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for \_\_\_\_\_ (indicate firm or interruptible) service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule MLS-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Quantity (MDQ) and Maximum Hourly Quantity (MHQ) for service under this Agreement and any right to increase or decrease the MDQ and MHQ during the term of this Agreement are listed on Exhibit C attached hereto. Exhibit C is incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any day a quantity of gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any day a quantity of gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any day a quantity of gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any day a quantity of gas in excess of the MDQ.

3. For Customers electing firm service under this Agreement, the Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto, which are incorporated herein by reference and made a part hereof. For Customers electing interruptible service under this Agreement, the Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver Gas shall be specified on Pipeline's applicable Market Lateral Master Meter List as such list is revised and published by Pipeline from time to time.
4. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon \_\_\_\_\_ prior written notice [at least one (1) year prior notice for firm Long-Term Service Agreements, with the exception that, for firm Service Agreements with a Primary Term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the Primary Term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement; mutually agreeable for all other Service Agreements] prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

Effective Date: 03/14/2010 Status: Effective  
FERC Docket: RP10-375-000

**Fifth Revised Sheet No. 890C** Fifth Revised Sheet No. 890C  
Superseding: Fourth Revised Sheet No. 890C

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE MLS-1  
(Continued)

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 4, a notice of partial reduction in MDQ pursuant to Exhibit C or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Tariff.

5. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ and/or MHQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. 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 such changes in whole or in part.

6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:

Customer:

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[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: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP

By: \_\_\_\_\_

By: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**Third Revised Sheet No. 890D** Third Revised Sheet No. 890D :    Effective  
Superseding: Second Revised Sheet No. 890D

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**Second Revised Sheet No. 890E** Second Revised Sheet No. 890E : Effective  
Superseding: First Revised Sheet No. 890E

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-98-000

**Second Revised Sheet No. 890F** Second Revised Sheet No. 890F  
Superseding: First Revised Sheet No. 890F

FORM OF SERVICE AGREEMENT  
FOR FIRM SERVICE UNDER RATE SCHEDULE MLS-1  
(Continued)

EXHIBIT A, TRANSPORTATION PATHS  
FOR BILLING PURPOSES, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE MLS-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

(1) Customer's firm Point(s) of Receipt:

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage)	Measurement Responsibilities	Owner	Operator
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(2) Customer shall have Pipeline's \_\_\_\_\_ Lateral Master Meter List ("MML"). Customer hereby agrees that Pipeline's MML as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path	Transportation Path Quantity (Dth/D)
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SIGNED FOR IDENTIFICATION

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT A DATED: \_\_\_\_\_

Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-98-000

**Second Revised Sheet No. 890G** Second Revised Sheet No. 890G  
Superseding: First Revised Sheet No. 890G

FORM OF SERVICE AGREEMENT  
FOR FIRM SERVICE UNDER RATE SCHEDULE MLS-1  
(Continued)

EXHIBIT B, POINT(S) OF DELIVERY, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE MLS-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

Point of Delivery	Description	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities	Owner Operator
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SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT B DATED \_\_\_\_\_

Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-98-000

**First Revised Sheet No. 890H** First Revised Sheet No. 890H  
Superseding: Original Sheet No. 890H

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE MLS-1  
(Continued)

EXHIBIT C, TRANSPORTATION QUANTITIES,  
DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE MLS-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

Maximum Daily Quantity (MDQ) \_\_\_\_\_ Dth  
Maximum Hourly Quantity (MHQ) \_\_\_\_\_ Dth, subject to the following:

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provided, further, that Customer may elect to partially reduce Customer's MDQ and MHQ, maintaining the existing MDQ to MHQ relationship, on a non-geographic basis by \_\_\_\_\_ Dth as of \_\_\_\_\_, or any subsequent anniversary date, upon providing \_\_\_\_\_ [Notice period to be not less than the notice period required to terminate the entire contract] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERCEDES EXHIBIT C DATED: \_\_\_\_\_



Effective Date: 03/14/2010 Status: Effective  
FERC Docket: RP10-375-000

**Fourth Revised Sheet No. 891** Fourth Revised Sheet No. 891  
Superseding: Third Revised Sheet No. 891

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE TABS-1

Date: \_\_\_\_\_, Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("TABS-1 Party").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall permit the TABS-1 Party to take service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule TABS-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. Pipeline and TABS-1 Party agree that service hereunder shall be rendered for the TABS-1 Service Points specified in Pipeline's Rate Schedule TABS-1.
3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall continue to be effective from \_\_\_\_\_ to \_\_\_\_\_ thereafter unless this Agreement is terminated as hereinafter provided. This Agreement may be terminated by either Pipeline or TABS-1 Party upon \_\_\_\_\_ prior written notice to the other specifying a termination date of any \_\_\_\_\_ occurring on or after the expiration of the Primary Term. This Agreement may be terminated at any time by Pipeline in the event TABS-1 Party fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to TABS-1 Party of such termination and provided further such termination shall not be effective if, prior to the date of termination, TABS-1 Party either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff, Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which TABS-1 Party and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of TABS-1 Party, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline 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 TABS-1 Party 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 part.
5. All Natural Gas tendered to Pipeline for TABS-1 Party's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. TABS-1 Party agrees that in the event TABS-1 Party tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, TABS-1 Party shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Second Revised Sheet No. 892** Second Revised Sheet No. 892  
Superseding: First Revised Sheet No. 892

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE TABS-1  
(Continued)

6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. TABS-1 Party or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:

TABS-1 Party:

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[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.

TABS-1 PARTY: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 893** First Revised Sheet No. 893 : Effective  
Superseding: Original Sheet No. 893

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 894** First Revised Sheet No. 894 : Effective  
Superseding: Original Sheet No. 894

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 895** First Revised Sheet No. 895 : Effective  
Superseding: Original Sheet No. 895

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 896** First Revised Sheet No. 896 : Effective  
Superseding: Original Sheet No. 896

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 897** First Revised Sheet No. 897 : Effective  
Superseding: Original Sheet No. 897

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 898 - 925** Sheet Nos. 898 - 925 :    Effective

Sheet Nos. 898 - 925 are  
being reserved for future use.



Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

**Second Revised Sheet No. 926** Second Revised Sheet No. 926

Superseding: First Revised Sheet No. 926

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE TABS-2

Date: \_\_\_\_\_, Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("TABS-2 Party").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall permit the TABS-2 Party to take service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule TABS-2 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. Pipeline and TABS-2 Party agree that service hereunder shall be rendered for the TABS-2 Service Points specified in Pipeline's Rate Schedule TABS-2.
3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall continue to be effective from \_\_\_\_\_ to \_\_\_\_\_ thereafter unless this Agreement is terminated as hereinafter provided. This Agreement may be terminated by either Pipeline or TABS-2 Party upon \_\_\_\_\_ prior written notice to the other specifying a termination date of any \_\_\_\_\_ occurring on or after the expiration of the Primary Term. This Agreement may be terminated at any time by Pipeline in the event TABS-2 Party fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to TABS-2 Party of such termination and provided further such termination shall not be effective if, prior to the date of termination, TABS-2 Party either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff, Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which TABS-2 Party and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of TABS-2 Party, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline 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 TABS-2 Party 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 part.
5. All Natural Gas tendered to Pipeline for TABS-2 Party's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. TABS-2 Party agrees that in the event TABS-2 Party tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, TABS-2 Party shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP10-53-000

**Second Revised Sheet No. 927** Second Revised Sheet No. 927

Superseding: First Revised Sheet No. 927

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE TABS-2  
(Continued)

6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. TABS-2 Party or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:

TABS-2 Party:

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[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.

TABS-2 PARTY: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 928** First Revised Sheet No. 928 : Effective  
Superseding: Original Sheet No. 928

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 929** First Revised Sheet No. 929 : Effective  
Superseding: Original Sheet No. 929

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 930** First Revised Sheet No. 930 : Effective  
Superseding: Original Sheet No. 930

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 931** First Revised Sheet No. 931 : Effective  
Superseding: Original Sheet No. 931

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 932** First Revised Sheet No. 932 : Effective  
Superseding: Original Sheet No. 932

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 933 - 936** Sheet Nos. 933 - 936 :    Effective

Sheet Nos. 933 - 936 are  
being reserved for future use.



Effective Date: 03/14/2010 Status: Effective  
FERC Docket: RP10-375-000

**Third Revised Sheet No. 937** Third Revised Sheet No. 937  
Superseding: Second Revised Sheet No. 937

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE MBA

Date: \_\_\_\_\_, Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("MBA Party").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall permit the MBA Party to take service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule MBA and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. Pipeline and MBA Party agree, with the consent of the relevant third party(ies), submitted on-line via the LINK® System, that MBA Party has assumed the primary responsibility to resolve delivery point imbalances under the transportation and storage contracts between Pipeline and such third party(ies), as set forth in Exhibit(s) A, as amended from time to time. Exhibit(s) A are incorporated herein by reference and made a part hereof.
3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall continue to be effective from \_\_\_\_\_ to \_\_\_\_\_ thereafter unless this Agreement is terminated as hereinafter provided. This Agreement may be terminated by either Pipeline or MBA Party upon \_\_\_\_\_ prior written notice to the other specifying a termination date of any \_\_\_\_\_ occurring on or after the expiration of the Primary Term. This Agreement may be terminated at any time by Pipeline in the event MBA Party fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to MBA Party of such termination and provided further such termination shall not be effective if, prior to the date of termination, MBA Party either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff, Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which MBA Party and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of MBA Party, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline 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 MBA Party 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 part.
5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. MBA Party or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:

MBA Party:

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP10-53-000

**Second Revised Sheet No. 938** Second Revised Sheet No. 938

Superseding: First Revised Sheet No. 938

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE MBA  
(Continued)

6. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different 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:

[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.

MBA PARTY: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 939** First Revised Sheet No. 939 : Effective  
Superseding: Original Sheet No. 939

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 940** First Revised Sheet No. 940 : Effective  
Superseding: Original Sheet No. 940

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 05/14/2006 Status: Effective  
FERC Docket: RP06-306-000

**First Revised Sheet No. 941** First Revised Sheet No. 941 : Effective  
Superseding: Original Sheet No. 941

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE MBA  
(Continued)

EXHIBIT A-\_\_, DELIVERY IMBALANCE RESOLUTION, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE MBA  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline"), AND  
\_\_\_\_\_ ("MBA Party"), DATED \_\_\_\_\_:

\_\_\_\_\_ (the MBA Party), \_\_\_\_\_ (Customer) and Texas Eastern Transmission, LP  
(Pipeline) hereby agree, for the period from \_\_\_\_\_ to \_\_\_\_\_ (term must be expressed in  
calendar monthly increments) and month to month thereafter unless

(i) this MBA Service Agreement is terminated pursuant to Article II, or  
(ii) this Exhibit A is superseded by a new fully executed Exhibit A,  
that the MBA Party shall assume responsibility of resolving Customer's delivery imbalances at  
Point(s) of Delivery between Pipeline and Customer under the following agreements:

[LIST OF CUSTOMER'S SERVICE AGREEMENTS]

SIGNED FOR IDENTIFICATION

PIPELINE: \_\_\_\_\_

MBA PARTY: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT A-\_\_ DATED \_\_\_\_\_

Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

**Second Revised Sheet No. 942** Second Revised Sheet No. 942

Superseding: First Revised Sheet No. 942

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE PAL

Date: \_\_\_\_\_,

Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule PAL and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. Customer shall initiate a request for each park or loan service transaction by executing and delivering to Pipeline one or more Exhibit(s) A, which will set forth the specific details of each park and loan transaction. Upon execution by Pipeline, Customer's Exhibit(s) A shall be incorporated in and made a part hereof.
3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term"), unless terminated by either party by written notice \_\_\_\_\_ prior to the end of the Primary Term or any successive term thereafter. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or resolve a Park Balance or a Loan Balance under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff, Volume No. 1, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline 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 part.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Third Revised Sheet No. 943** Third Revised Sheet No. 943  
Superseding: Second Revised Sheet No. 943

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE PAL  
(Continued)

5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:

Customer:

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[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: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 944** First Revised Sheet No. 944 : Effective  
Superseding: Sub Original Sheet No. 944

This sheet was previously issued,  
but is now reserved for future use.



*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 945** First Revised Sheet No. 945 : Effective  
Superseding: Sub Original Sheet No. 945

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP10-53-000

**Fourth Revised Sheet No. 945A** Fourth Revised Sheet No. 945A  
Superseding: Third Revised Sheet No. 945A

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE PAL  
(continued)

TEXAS EASTERN TRANSMISSION, LP  
PARK AND LOAN (PAL) AGREEMENT  
DATED \_\_\_\_\_

EXHIBIT A-\_\_\_\_ DATED \_\_\_\_\_

PIPELINE: Texas Eastern Transmission, LP  
5400 Westheimer Court  
Houston, Texas 77056-5310

Attention: Spectra Energy Transmission Marketing Department

CUSTOMER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

	Commencement Service Date	Termination of Service Date	Maximum Park/Loan Quantity	Specific Points
	-----	-----	-----	-----
Park Service	_____	_____	_____	_____
Loan Service	_____	_____	_____	_____

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By \_\_\_\_\_

[NAME OF BUYER]

By \_\_\_\_\_

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

*FERC Docket: RP09-98-000*

**Fourth Revised Sheet No. 946** Fourth Revised Sheet No. 946  
Superseding: Third Revised Sheet No. 946

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-98-000

**Fifth Revised Sheet No. 947** Fifth Revised Sheet No. 947  
Superseding: Fourth Revised Sheet No. 947

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS-1

Date: \_\_\_\_\_,

Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule SS-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Injection Quantity (MDIQ), Maximum Storage Quantity (MSQ), and Maximum Daily Withdrawal Quantity (MDWQ) for service under this Agreement and any right to increase or decrease the MDIQ, MSQ, and MDWQ during the term of this Agreement are listed on Exhibit C attached hereto. The Point(s) of Delivery are listed on Exhibit A attached hereto. Customer's Storage Withdrawal Quantities are specified on Exhibit B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.
3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon \_\_\_\_\_ prior written notice [at least one (1) year prior notice for Long-Term Service Agreements, with the exception that, for Service Agreements with a Primary Term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the Primary Term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement; mutually agreeable for Short-Term Service Agreements] prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. In the event there is Gas in storage for Customer's account on April 30 of the year of termination of this Agreement, this Agreement shall continue in force and effect for the sole purpose of withdrawal and delivery of said Gas to Customer for an additional one-hundred and twenty (120) Days.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, a notice of partial reduction in MDIQ, MSQ and MDWQ pursuant to Exhibit C or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Tariff.

Effective Date: 03/14/2010 Status: Effective  
FERC Docket: RP10-375-000

**Sixth Revised Sheet No. 948** Sixth Revised Sheet No. 948  
Superseding: Fifth Revised Sheet No. 948

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS-1  
(Continued)

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDIQ, MSQ, MDWQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. 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 such changes rates in whole or in part.
5. All Natural Gas tendered to Pipeline for Customer's account shall conform and be subject to the provisions of Section 5 of the General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:
- Pipeline:
- Customer:
7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[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: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**Second Revised Sheet No. 949** Second Revised Sheet No. 949 : Effective  
Superseding: First Revised Sheet No. 949

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 950** First Revised Sheet No. 950 : Effective  
Superseding: Original Sheet No. 950

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 951** First Revised Sheet No. 951 : Effective  
Superseding: Original Sheet No. 951

This sheet was previously issued,  
but is now reserved for future use.



Effective Date: 06/01/2009 Status: Effective  
FERC Docket: RP09-508-000

**Second Revised Sheet No. 952** Second Revised Sheet No. 952  
Superseding: First Revised Sheet No. 952

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS-1  
(Continued)

EXHIBIT A, POINT(S) OF DELIVERY, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SS-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

Point of Delivery	Description	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
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[NOTICE: The Maximum Daily Delivery Obligation ("MDDO") at any Point of Delivery may also be further limited by a specified aggregate MDDO ("AMDDO"), as applicable, where the same Point(s) of Delivery is(are) reflected as a Point of Delivery on one or more of Customer's service agreements.]

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT A DATED \_\_\_\_\_

Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-98-000

**Third Revised Sheet No. 953** Third Revised Sheet No. 953  
Superseding: Second Revised Sheet No. 953

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS-1  
(Continued)

EXHIBIT B, WITHDRAWAL QUANTITIES, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SS-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

STORAGE WITHDRAWAL QUANTITIES

Pipeline shall not be obligated to withdraw for Customer on any Day a total daily quantity in excess of the following:

the MDWQ if Customer's Storage Inventory is equal to or less than \_\_\_\_\_ Dth, but more than \_\_\_\_\_ Dth;

a daily entitlement of \_\_\_\_\_ if Customer's Storage Inventory is equal to or less than \_\_\_\_\_ Dth, but more than \_\_\_\_\_ Dth;

a daily entitlement of \_\_\_\_\_ if Customer's Storage Inventory is equal to or less than \_\_\_\_\_ Dth, but more than \_\_\_\_\_ Dth;

a daily entitlement of \_\_\_\_\_ if Customer's Storage Inventory is equal to or less than \_\_\_\_\_ Dth, but more than \_\_\_\_\_ Dth;

a daily entitlement of \_\_\_\_\_ if Customer's Storage Inventory is equal to or less than \_\_\_\_\_ Dth, but more than \_\_\_\_\_ Dth;

a daily entitlement of \_\_\_\_\_ if Customer's Storage Inventory is equal to or less than \_\_\_\_\_ Dth, but more than \_\_\_\_\_ Dth;

If at any time during the period from November 16 through April 15 of each contract year the aggregate Storage Inventory of all Customers under Rate Schedule SS-1 equals or is less than \_\_\_% of the aggregate MSQ of all Customers under Rate Schedule SS-1, then for the balance of the period ending April 15 for such contract year injections into storage or transfers of title of Gas in Storage Inventory shall not be included in Customer's Storage Inventory for purposes of determining Customer's daily withdrawal rights pursuant to this Exhibit B. Pipeline shall notify Customer verbally and then in writing when the aggregate Storage Inventory of all Customers under Rate Schedule SS-1 and/or when Customer's individual Storage Inventory equals or is less than \_\_\_% and \_\_\_% of the aggregate MSQ or Customer's individual MSQ, respectively.

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT B DATED \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**Second Revised Sheet No. 954** Second Revised Sheet No. 954 : Effective  
Superseding: First Revised Sheet No. 954

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 01/01/2009    Status: Effective  
FERC Docket: RP09-98-000

**First Revised Sheet No. 955** First Revised Sheet No. 955  
Superseding: Original Sheet No. 955

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS-1  
(Continued)

EXHIBIT C, STORAGE SERVICE QUANTITIES,  
DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SS-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

Pipeline agrees to receive and store for Customer's account quantities of Natural Gas up to the following quantities:

Maximum Daily Injection Quantity (MDIQ)	_____	Dth
Maximum Storage Quantity (MSQ)	_____	Dth
Maximum Daily Withdrawal Quantity (MDWQ)	_____	Dth

Customer may elect to partially reduce Customer's MDIQ by \_\_\_\_\_ Dth, MSQ by \_\_\_\_\_ Dth, and MDWQ by \_\_\_\_\_ Dth, maintaining the existing MDIQ, MSQ, and MDWQ relationship, as of \_\_\_\_\_, or any subsequent anniversary date, upon providing \_\_\_\_\_ [Notice period to be not less than the notice period required to terminate the entire contract] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDIQ, MSQ, and MDWQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDIQ, MSQ, and MDWQ on a non-geographic basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDIQ, MSQ, and MDWQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDIQ, MSQ, and MDWQ without being subject to the ROFR procedures.

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERCEDES EXHIBIT C DATED: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**Sheet Nos. 956 - 958** Sheet Nos. 956 - 958 :    Effective

Sheet Nos. 956 - 958 are  
being reserved for future use.

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

*FERC Docket: RP09-98-000*

**Fourth Revised Sheet No. 959** Fourth Revised Sheet No. 959  
Superseding: Third Revised Sheet No. 959

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective

FERC Docket: RP09-98-000

**Fifth Revised Sheet No. 960** Fifth Revised Sheet No. 960

Superseding: Fourth Revised Sheet No. 960

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FSS-1

Date: \_\_\_\_\_,

Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule FSS-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Injection Quantity (MDIQ), Maximum Storage Quantity (MSQ), and Maximum Daily Withdrawal Quantity (MDWQ) for service under this Agreement and any right to increase or decrease the MDIQ, MSQ, and MDWQ during the term of this Agreement are listed on Exhibit A attached hereto. Exhibit A is incorporated herein by reference and made a part hereof.
3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon \_\_\_\_\_ prior written notice [at least one (1) year prior notice for Long-Term Service Agreements, with the exception that, for service agreements with a Primary Term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the Primary Term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement; mutually agreeable for Short-Term Service Agreements] prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. In the event there is Gas in storage for Customer's account on April 30 of the year of termination of this Agreement, this Agreement shall continue in force and effect for the sole purpose of withdrawal and delivery of said Gas to Customer for an additional one-hundred and twenty (120) Days.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, a notice of partial reduction in MDIQ, MSQ and MDWQ pursuant to Exhibit A or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Tariff.

Effective Date: 03/14/2010 Status: Effective  
FERC Docket: RP10-375-000

**Sixth Revised Sheet No. 961** Sixth Revised Sheet No. 961  
Superseding: Fifth Revised Sheet No. 961

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FSS-1  
(Continued)

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDIQ, MSQ, MDWQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. 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 such changes in whole or in part.
5. All Natural Gas tendered to Pipeline for Customer's account shall conform and be subject to the provisions of Section 5 of the General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:
- Pipeline:
- Customer:
7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[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: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_



*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**Second Revised Sheet No. 962** Second Revised Sheet No. 962 : Effective  
Superseding: First Revised Sheet No. 962

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 963** First Revised Sheet No. 963 : Effective  
Superseding: Original Sheet No. 963

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 964** First Revised Sheet No. 964 : Effective  
Superseding: Original Sheet No. 964

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 965** First Revised Sheet No. 965 : Effective  
Superseding: Original Sheet No. 965

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-98-000

**First Revised Sheet No. 966** First Revised Sheet No. 966  
Superseding: Original Sheet No. 966

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FSS-1  
(Continued)

EXHIBIT A, STORAGE SERVICE QUANTITIES,  
DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FSS-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

Pipeline agrees to provide firm service for Customer under Rate Schedule FSS-1 and to receive and store for Customer's account quantities of Natural Gas up to the following quantity:

Maximum Daily Injection Quantity (MDIQ)	_____	Dth
Maximum Storage Quantity (MSQ)	_____	Dth
Maximum Daily Withdrawal Quantity (MDWQ)	_____	Dth

Customer may elect to partially reduce Customer's MDIQ by \_\_\_\_\_ Dth, MSQ by \_\_\_\_\_ Dth, and MDWQ by \_\_\_\_\_ Dth, maintaining the existing MDIQ, MSQ, and MDWQ relationship, as of \_\_\_\_\_, or any subsequent anniversary date, upon providing \_\_\_\_\_ [Notice period to be not less than the notice period required to terminate the entire contract] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDIQ, MSQ, and MDWQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDIQ, MSQ, and MDWQ on a non-geographic basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDIQ, MSQ, and MDWQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDIQ, MSQ, and MDWQ without being subject to the ROFR procedures.

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERCEDES EXHIBIT A DATED: \_\_\_\_\_

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**Sheet Nos. 967 - 970** Sheet Nos. 967 - 970 : Effective

Sheet Nos. 967 - 970 are  
being reserved for future use.

Effective Date: 03/14/2010 Status: Effective

FERC Docket: RP10-375-000

**Second Revised Sheet No. 971** Second Revised Sheet No. 971

Superseding: First Revised Sheet No. 971

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE ISS-1

Date: \_\_\_\_\_,

Contract No. \_\_\_\_\_

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and \_\_\_\_\_ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule ISS-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. Maximum Daily Injection Quantity (MDIQ) \_\_\_\_\_ Dth  
Maximum Storage Quantity (MSQ) \_\_\_\_\_ Dth  
Maximum Daily Withdrawal Quantity (MDWQ) \_\_\_\_\_ Dth
3. This Agreement shall be effective on \_\_\_\_\_ and shall continue for a term ending on and including \_\_\_\_\_ ("Primary Term") and shall continue to be effective from \_\_\_\_\_ to \_\_\_\_\_ thereafter. This agreement may be terminated by either Pipeline or Customer upon \_\_\_\_\_ or more written notice prior to the end of the Primary Term or any successive term thereafter. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. In the event there is Gas in storage for Customer's account on termination of this Agreement, this Agreement shall continue in force and effect for the sole purpose of withdrawal and delivery of said Gas to Customer for an additional thirty (30) Days.
4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline 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 part.
5. All Natural Gas tendered to Pipeline for Customer's account shall conform and be subject to the provisions of Section 5 of the General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Fourth Revised Sheet No. 972** Fourth Revised Sheet No. 972  
Superseding: Third Revised Sheet No. 972

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE ISS-1  
(Continued)

6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:

Customer:

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of \_\_\_\_\_, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[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: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_



*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 973** First Revised Sheet No. 973 : Effective  
Superseding: Original Sheet No. 973

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 974** First Revised Sheet No. 974 : Effective  
Superseding: Original Sheet No. 974

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 05/01/2008    Status: Effective*

*FERC Docket: RP08-267-000*

**First Revised Sheet No. 975** First Revised Sheet No. 975 : Effective  
Superseding: Original Sheet No. 975

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 976 - 980** Sheet Nos. 976 - 980 :    Effective

Sheet Nos. 976 - 980 are  
being reserved for future use.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Second Revised Sheet No. 981** Second Revised Sheet No. 981  
Superseding: First Revised Sheet No. 981

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS

This Service Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and \_\_\_\_\_ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS, Pipeline agrees to deliver on a firm basis for Customer's account quantities of Natural Gas up to the following quantity:

Maximum Daily Quantity (MDQ) \_\_\_\_\_ dth

Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage, as specified in the executed service agreement. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, as specified in the executed Service Agreement.

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on \_\_\_\_\_, and shall continue in effect until and including October 31, 2014, and from year to year thereafter unless terminated by either party upon one (1) year prior notice, prior to the end of the primary term or any successive term unless such notice is waived by the other party and upon approval by the regulatory agency having jurisdiction.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Third Revised Sheet No. 982** Third Revised Sheet No. 982  
Superseding: Sub Second Revised Sheet No. 982

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS  
(Continued)

Upon termination of this Service Agreement, all rights of Customer to the capacity provided by the facilities constructed and utilized to provide the service which has been terminated or reduced shall terminate and such facilities shall be available without limitation for Pipeline's use as Pipeline, in its sole discretion, deems desirable. If Customer elects to terminate this Service Agreement, then notwithstanding such termination, Customer shall continue to pay the monthly charge provided under Article III of this Service Agreement until the earlier of October 31, 2014, or the date Pipeline makes effective its next general rate filing and begins receiving recovery on an alternate basis, which may include system wide recovery, of the costs of the facilities attributable to the service which has been terminated or reduced. At such time Customer shall cease paying the monthly charge attributable to the terminated service. In addition, if and to the extent that Customer terminates this Service Agreement and the Federal Energy Regulatory Commission or any other agency having jurisdiction over the premises ever determines that the facilities attributable to such service are not used and useful in providing Natural Gas service on Pipeline's system, or otherwise precludes Pipeline from recovering the full original cost of such facilities, then Customer shall reimburse Pipeline the remaining initial cost of said facilities not previously recovered by Pipeline through depreciation charges. Such reimbursement shall not be applicable if and to the extent that Pipeline elects to terminate this Service Agreement.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 983** First Revised Sheet No. 983  
Superseding: Original Sheet No. 983

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS  
(Continued)

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Customer agrees that Pipeline 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 Pipeline's Rate Schedule FTS, (b) Pipeline's Rate Schedule FTS, pursuant to which service hereunder is rendered provided, however, that the firm character of service shall not be subject to change hereunder, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FTS. Pipeline agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Pipeline's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

Natural Gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Point(s) of Receipt, and Natural Gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated Point(s) of Delivery, in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligations (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Point of Receipt	Maximum Daily Receipt Obligation	Receipt Pressure Obligation	Measurement Responsibilities
Point of Delivery	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities

*Effective Date: 11/16/2009    Status: Effective*

*FERC Docket: RP10-53-000*

**First Revised Sheet No. 984** First Revised Sheet No. 984

Superseding: Original Sheet No. 984

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS  
(Continued)

ARTICLE V

QUALITY

All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this 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) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.



Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 985** First Revised Sheet No. 985  
Superseding: Original Sheet No. 985

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS  
(Continued)

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the principles of conflict of laws.

This Service 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.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this 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.

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 986 - 990** Sheet Nos. 986 - 990 :    Effective

Sheet Nos. 986 - 990 are  
being reserved for future use.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 991** First Revised Sheet No. 991  
Superseding: Original Sheet No. 991

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-2

This Service Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS-2, Pipeline agrees to deliver on a firm basis for Customer's account Quantities of Gas up to the following quantity:

Maximum Daily Quantity (MDQ) \_\_\_\_\_ dth

Pipeline shall receive for Customer's account, at the Customer Point(s), for transportation hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Equitrans Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall receive for Customer's account, at the Equitrans Point(s), for transportation hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage, as specified in the executed service agreement. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, as specified in the executed service agreement.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Third Revised Sheet No. 992** Third Revised Sheet No. 992  
Superseding: Second Revised Sheet No. 992

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-2  
(Continued)

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on \_\_\_\_\_, and shall continue in effect until and including March 31, 2014, and from year to year thereafter unless terminated by either party upon one (1) year prior notice, prior to the end of the primary term or any successive term.

Customer hereby expressly acknowledges and agrees that, to the extent not utilized by Customer for transportation of Gas for Customer's account, Pipeline has the sole right to utilize any pipeline capacity attributable to facilities constructed by Pipeline to provide service pursuant to this Service Agreement as part of Pipeline's overall general system capacity. To that end, Customer agrees not to instigate or cause to be instigated any action designed to alter or increase Customer's right to utilize the pipeline capacity attributable to facilities constructed by Pipeline to provide service pursuant to this Service Agreement. Upon termination of this Service Agreement, all rights of Customer to the transportation service provided by the facilities constructed and utilized to provide service hereunder shall terminate and the capacity provided by such facilities shall be available without limitation for Pipeline's use as Pipeline in its sole discretion deems desirable. If Customer elects to terminate this Service Agreement, then notwithstanding such termination Customer shall continue to pay the monthly charge provided under Section 3.2(A) of Rate Schedule FTS-2 until the earlier of (i) the date Pipeline recovers through said monthly charge the full original cost of the facilities attributable to the service which has been terminated, or (ii) the date Pipeline makes effective its next general rate filing and begins receiving recovery on an alternate basis, which may include systemwide recovery, of the costs of facilities attributable to the service which has been terminated. At such time Customer shall cease paying the monthly charge attributable to the terminated service. In addition, if and to the extent that Customer terminates this Service Agreement and the Federal Energy Regulatory Commission or any other Agency having jurisdiction over the premises ever determines that the facilities attributable to such service are not used or useful in providing Natural Gas service on Pipeline's system or otherwise precludes Pipeline from recovering the full original cost of such facilities then Customer shall reimburse Pipeline the remaining initial cost of said facilities not previously recovered by Pipeline through depreciation charges. Such reimbursement shall not be applicable if and to the extent that Pipeline elects to terminate this Service Agreement.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 993** First Revised Sheet No. 993  
Superseding: Original Sheet No. 993

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-2  
(Continued)

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS-2 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS-2 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Customer agrees that Pipeline 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 Pipeline's Rate Schedule FTS-2, (b) Pipeline's Rate Schedule FTS-2, pursuant to which service hereunder is rendered provided, however, that the firm character of service shall not be subject to change hereunder, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FTS-2. Pipeline agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Pipeline's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV

CUSTOMER POINT(S) AND EQUITRANS POINT(S)

Natural Gas to be received by Pipeline or for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Customer Point(s) or Equitrans Point(s), and Natural Gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated Equitrans Point(s) or Customer Point(s), in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), and receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Customer Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities
Equitrans Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities

*Effective Date: 11/16/2009    Status: Effective*

*FERC Docket: RP10-53-000*

**First Revised Sheet No. 994** First Revised Sheet No. 994

Superseding: Original Sheet No. 994

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-2  
(Continued)

ARTICLE V

QUALITY

All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this 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) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 995** First Revised Sheet No. 995  
Superseding: Original Sheet No. 995

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-2  
(Continued)

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the law regarding conflict of laws.

This Service 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.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this 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.

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 996 - 1000** Sheet Nos. 996 - 1000 : Effective

Sheet Nos. 996 - 1000 are  
being reserved for future use.



Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 1001** First Revised Sheet No. 1001  
Superseding: Original Sheet No. 1001

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-4

This Service Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between  
TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and  
\_\_\_\_\_ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements  
herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS-  
4, Pipeline agrees to deliver on a firm basis for Customer's account quantities of Natural Gas up  
to the following quantity:

Maximum Daily Quantity (MDQ) \_\_\_\_\_dth;

provided, however, during the period from April 1 of each calendar year continuing through October  
31 of that year, Customer may not tender, without the consent of Pipeline, a daily quantity in  
excess of the product of the Penn-Jersey Summer Capacity Factor multiplied by \_\_\_\_\_ (plus  
Applicable Shrinkage) plus the product of the Southern Route Summer Capacity Factor multiplied by  
\_\_\_\_\_ (plus Applicable Shrinkage).

Pipeline shall receive for Customer's account, at the Point(s) of Receipt, for transportation  
hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall  
transport and deliver for Customer's account, at the Point(s) of Delivery, such daily quantities  
tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of  
Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation  
(MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt  
on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage, as  
specified in the executed service agreement. Pipeline shall not be obligated to, but may at its  
discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the  
applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all  
Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, as specified in  
the executed service agreement.

Effective Date: 12/30/2007 Status: Effective  
FERC Docket: RP08- 83-000

**First Revised Sheet No. 1002** First Revised Sheet No. 1002 : Effective  
Superseding: Original Sheet No. 1002

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-4  
(Continued)

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on \_\_\_\_\_, \_\_\_\_\_, or the in-service date of all necessary facilities, whichever is later, and shall continue in force for a primary term of \_\_\_\_\_ years; and from year to year thereafter unless terminated by either party upon \_\_\_\_\_ year(s) prior written notice. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS-4 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS-4 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter legally amended or superseded.

Customer agrees that Pipeline 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 Pipeline's Rate schedule FTS-4, (b) Pipeline's Rate Schedule FTS-4 pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FTS-4; provided however, Pipeline shall not have the right without the consent of Customer to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ specified in Article I,

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 1003** First Revised Sheet No. 1003  
Superseding: Original Sheet No. 1003

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-4  
(Continued)

to change the term of the service agreement as specified in Article II, to change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Pipeline's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

Natural Gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Point(s) of Receipt, and Natural Gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated Point(s) of Delivery, in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligations (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Point of Receipt	Maximum Daily Receipt Obligation	Receipt Pressure Obligation	Measurement Responsibilities
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Point of Delivery	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities
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ARTICLE V

QUALITY

All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.

Effective Date: 04/16/2001 Status: Effective

FERC Docket: GT01- 15-000

**Original Sheet No. 1004** Original Sheet No. 1004 : Effective

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-4  
(Continued)

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this 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) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of \_\_\_\_\_ without recourse to the law governing conflict of laws.

This Service 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.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 1005** First Revised Sheet No. 1005  
Superseding: Original Sheet No. 1005

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-4  
(Continued)

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this 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.

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 1006 - 1010** Sheet Nos. 1006 - 1010 : Effective

Sheet Nos. 1006 - 1010 are  
being reserved for future use.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 1011** First Revised Sheet No. 1011  
Superseding: Original Sheet No. 1011

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-5

This Service Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between  
TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and  
\_\_\_\_\_ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements  
herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS-  
5, Pipeline agrees to deliver on a firm basis for Customer's account Quantities of Gas up to the  
following quantity:

Maximum Daily Quantity (MDQ) \_\_\_\_\_ dth

provided, however, during the period from April 1 of each calendar year continuing through October  
31 of that year, Customer may not tender, without the consent of Pipeline, a daily quantity in  
excess of the product of the Southern Route Summer Capacity Factor multiplied by \_\_\_\_ (plus  
Applicable Shrinkage).

Pipeline shall receive for Customer's account, at the Customer Point(s), for transportation  
hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall  
transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered  
up to such Customer's MDQ.

Pipeline shall receive for Customer's account, at the CNG Point(s), for transportation  
hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall  
transport and deliver for Customer's account, at the Customer Point(s), such daily quantities  
tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of  
Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation  
(MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt  
on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage, as  
specified in the executed service agreement. Pipeline shall not be obligated to, but may at its  
discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the  
applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Second Revised Sheet No. 1012** Second Revised Sheet No. 1012  
Superseding: First Revised Sheet No. 1012

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-5  
(Continued)

in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, as specified in the executed service agreement.

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on \_\_\_\_\_ and shall continue in force for a primary term of \_\_\_\_\_ years; and from year to year thereafter unless terminated by either party upon \_\_\_\_\_ year(s) prior written notice. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill. Notwithstanding the foregoing, service shall not be terminated unless and until Pipeline has received abandonment authority pursuant to Section 7 of the Natural Gas Act. Customer shall have the right to oppose Pipeline's application to the Federal Energy Regulatory Commission, or any successor agency, for such abandonment authority. For the 120 Days following termination of this Service Agreement, Pipeline shall utilize its best efforts to provide Customer with such additional interruptible transportation service, to be provided pursuant to Rate Schedule IT-1 or successor of Rate Schedule IT-1, as is necessary for Customer to withdraw and receive delivery of all Gas remaining in storage pursuant to CNG's Rate Schedule GSS-II.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS-5 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline for, all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS-5 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.



Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 1013** First Revised Sheet No. 1013  
Superseding: Original Sheet No. 1013

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-5  
(Continued)

Customer agrees that Pipeline 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 Pipeline's Rate Schedule FTS-5, (b) Pipeline's Rate Schedule FTS-5 pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FTS-5; provided however, Pipeline shall not have the right without the consent of Customer to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ specified in Article I, to change the term of the service agreement as specified in Article II, to change Customer Point(s) specified in Article IV, to change the CNG Point(s) specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Pipeline's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV

CUSTOMER POINT(S) AND CNG POINT(S)

Natural Gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Customer Point(s) or CNG Point(s), and Natural Gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated CNG Point(s) or Customer Point(s), in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Customer Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities
CNG Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities

provided, however, receipt of Gas by Pipeline for Customer's account at Customer Point(s) shall be accomplished solely by the displacement of Gas quantities otherwise deliverable to Customer by Pipeline pursuant to other contractual arrangements between Pipeline and Customer, and which quantities shall be billed by Pipeline and paid by Customer as if such deliveries in fact occurred pursuant to the relevant contractual arrangements.

*Effective Date: 11/16/2009    Status: Effective*  
*FERC Docket: RP10-53-000*

**First Revised Sheet No. 1014** First Revised Sheet No. 1014  
Superseding: Original Sheet No. 1014

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-5  
(Continued)

ARTICLE V

QUALITY

All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this 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) Pipeline:
- (b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 1015** First Revised Sheet No. 1015  
Superseding: Original Sheet No. 1015

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-5  
(Continued)

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of \_\_\_\_\_ without recourse to the law governing conflict of laws.

This Service 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.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this 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.

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 1016 - 1020** Sheet Nos. 1016 - 1020 : Effective

Sheet Nos. 1016 - 1020 are  
being reserved for future use.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 1021** First Revised Sheet No. 1021  
Superseding: Original Sheet No. 1021

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-7

This Service Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between  
TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and  
\_\_\_\_\_ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements  
herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS-  
7, Pipeline agrees to deliver on a firm basis for Customer's account Quantities of Gas up to the  
following quantity:

Maximum Daily Quantity (MDQ) \_\_\_\_\_ dth

Pipeline shall receive for Customer's account, at the Customer Point(s), for transportation  
hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall  
transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered  
up to such Customer's MDQ.

Pipeline shall receive for Customer's account, at the CNG Point(s), for transportation  
hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall  
transport and deliver for Customer's account, at the Customer Point(s), such daily quantities  
tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of  
Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation  
(MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt  
on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage, as  
specified in the executed service agreement. Pipeline shall not be obligated to, but may at its  
discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the  
applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all  
Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, as specified in  
the executed service agreement.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Second Revised Sheet No. 1022** Second Revised Sheet No. 1022  
Superseding: First Revised Sheet No. 1022

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-7  
(Continued)

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on \_\_\_\_\_ and shall continue in force for a primary term of \_\_\_\_\_ years; and from year to year thereafter unless terminated by either party upon \_\_\_\_\_ year(s) prior written notice. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill. Notwithstanding the foregoing, service shall not be terminated unless and until Pipeline has received abandonment authority pursuant to Section 7 of the Natural Gas Act. Customer shall have the right to oppose Pipeline's application to the Federal Energy Regulatory Commission, or any successor agency, for such abandonment authority. For the 120 Days following termination of this Service Agreement, Pipeline shall utilize its best efforts to provide Customer with such additional interruptible transportation service, to be provided pursuant to Rate Schedule IT-1 or successor of Rate Schedule IT-1, as is necessary for Customer to withdraw and receive delivery of all Gas remaining in storage pursuant to CNG's Rate Schedule GSS.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS-7 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline for, all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS-7 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 1023** First Revised Sheet No. 1023  
Superseding: Original Sheet No. 1023

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-7  
(Continued)

Pipeline shall have the right from time to time, by the filing of a revised rate schedule, to increase or decrease the rates, to change the form of the applicable rate schedule and to take such other and further action with respect thereto without further consent by Customer and such changes in rates and other changes shall become the Rate Schedule and Terms and Conditions under which the Gas shall be transported hereunder. Customer shall have the right to oppose any of the foregoing and to request reduction in rates to the extent that Customer is legally permitted to do so under the Natural Gas Act.

ARTICLE IV

CUSTOMER POINT(S) AND CNG POINT(S)

Natural Gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Customer Point(s) or CNG Point(s), and Natural Gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated CNG Point(s) or Customer Point(s), in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Customer Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities
CNG Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities

provided, however, receipt of Gas by Pipeline for Customer's account at Customer Point(s) shall be accomplished solely by the displacement of Gas quantities otherwise deliverable to Customer by Pipeline pursuant to other contractual arrangements between Pipeline and Customer, and which quantities shall be billed by Pipeline and paid by Customer as if such deliveries in fact occurred pursuant to the relevant contractual arrangements.

*Effective Date: 11/16/2009    Status: Effective*  
*FERC Docket: RP10-53-000*

**First Revised Sheet No. 1024** First Revised Sheet No. 1024  
Superseding: Original Sheet No. 1024

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-7  
(Continued)

ARTICLE V

QUALITY

All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this 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) Pipeline:
- (b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.



Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 1025** First Revised Sheet No. 1025  
Superseding: Original Sheet No. 1025

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-7  
(Continued)

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the law governing conflict of laws.

This Service 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.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this 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.

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 1026 - 1030** Sheet Nos. 1026 - 1030 : Effective

Sheet Nos. 1026 - 1030 are  
being reserved for future use.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 1031** First Revised Sheet No. 1031  
Superseding: Original Sheet No. 1031

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-8

This Service Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and \_\_\_\_\_ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS-8, Pipeline agrees to deliver on a firm basis for Customer's account Quantities of Gas up to the following quantity:

Maximum Daily Quantity (MDQ) \_\_\_\_\_ dth

Pipeline shall receive for Customer's account, at the Customer Point(s), for transportation hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall receive for Customer's account, at the CNG Point(s), for transportation hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage, as specified in the executed service agreement. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, as specified in the executed service agreement.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Second Revised Sheet No. 1032** Second Revised Sheet No. 1032  
Superseding: First Revised Sheet No. 1032

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-8  
(Continued)

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on \_\_\_\_\_ and shall continue in force for a primary term of \_\_\_\_\_ years; and from year to year thereafter unless terminated by either party upon \_\_\_\_\_ year(s) prior written notice. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill. Notwithstanding the foregoing, service shall not be terminated unless and until Pipeline has received abandonment authority pursuant to Section 7 of the Natural Gas Act. Customer shall have the right to oppose Pipeline's application to the Federal Energy Regulatory Commission, or any successor agency, for such abandonment authority. For the 120 Days following termination of this Service Agreement, Pipeline shall utilize its best efforts to provide Customer with such additional interruptible transportation service, to be provided pursuant to Rate Schedule IT-1 or successor of Rate Schedule IT-1, as is necessary for Customer to withdraw and receive delivery of all Gas remaining in storage pursuant to CNG's Rate Schedule GSS.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS-8 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline for, all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS-8 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 1033** First Revised Sheet No. 1033  
Superseding: Original Sheet No. 1033

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-8  
(Continued)

Pipeline shall have the right from time to time, by the filing of a revised rate schedule, to increase or decrease the rates, to change the form of the applicable rate schedule and to take such other and further action with respect thereto without further consent by Customer and such changes in rates and other changes shall become the Rate Schedule and Terms and Conditions under which the Gas shall be transported hereunder. Customer shall have the right to oppose any of the foregoing and to request reduction in rates to the extent that Customer is legally permitted to do so under the Natural Gas Act.

ARTICLE IV

CUSTOMER POINT(S) AND CNG POINT(S)

Natural Gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Customer Point(s) or CNG Point(s), and Natural Gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated CNG Point(s) or Customer Point(s), in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Customer Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities
CNG Point	Maximum Daily Obligation	Pressure Obligation	Measurement Responsibilities

provided, however, receipt of Gas by Pipeline for Customer's account at Customer Point(s) shall be accomplished solely by the displacement of Gas quantities otherwise deliverable to Customer by Pipeline pursuant to other contractual arrangements between Pipeline and Customer, and which quantities shall be billed by Pipeline and paid by Customer as if such deliveries in fact occurred pursuant to the relevant contractual arrangements.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 1034** First Revised Sheet No. 1034  
Superseding: Original Sheet No. 1034

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-8  
(Continued)

ARTICLE V

QUALITY

All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this 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) Pipeline:
- (b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 1035** First Revised Sheet No. 1035  
Superseding: Original Sheet No. 1035

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-8  
(Continued)

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the law governing conflict of laws.

This Service 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.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this 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.

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 1036 - 1040** Sheet Nos. 1036 - 1040 : Effective

Sheet Nos. 1036 - 1040 are  
being reserved for future use.



*Effective Date: 12/03/2006    Status: Effective*

*FERC Docket: RP07- 55-000*

**First Revised Sheet No. 1041** First Revised Sheet No. 1041 :    Effective  
Superseding: Original Sheet No. 1041

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 12/03/2006    Status: Effective*

*FERC Docket: RP07- 55-000*

**First Revised Sheet No. 1042** First Revised Sheet No. 1042 :    Effective  
Superseding: Original Sheet No. 1042

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 12/03/2006    Status: Effective*

*FERC Docket: RP07- 55-000*

**First Revised Sheet No. 1043** First Revised Sheet No. 1043 :    Effective  
Superseding: Original Sheet No. 1043

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 12/03/2006    Status: Effective*

*FERC Docket: RP07- 55-000*

**First Revised Sheet No. 1044** First Revised Sheet No. 1044 :    Effective  
Superseding: Original Sheet No. 1044

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 12/03/2006    Status: Effective*

*FERC Docket: RP07- 55-000*

**First Revised Sheet No. 1045** First Revised Sheet No. 1045 :    Effective  
Superseding: Original Sheet No. 1045

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 1046 - 1050** Sheet Nos. 1046 - 1050 : Effective

Sheet Nos. 1046 - 1050 are  
being reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**First Revised Sheet No. 1051** First Revised Sheet No. 1051 :    Effective  
Superseding: Original Sheet No. 1051

      This sheet was previously issued,  
      but is now reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**First Revised Sheet No. 1052** First Revised Sheet No. 1052 :    Effective  
Superseding: Original Sheet No. 1052

      This sheet was previously issued,  
      but is now reserved for future use.



*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**First Revised Sheet No. 1053** First Revised Sheet No. 1053 :    Effective  
Superseding: Original Sheet No. 1053

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**First Revised Sheet No. 1054** First Revised Sheet No. 1054 :    Effective  
Superseding: Original Sheet No. 1054

      This sheet was previously issued,  
      but is now reserved for future use.

*Effective Date: 11/11/2005    Status: Effective*

*FERC Docket: RP06- 18-000*

**First Revised Sheet No. 1055** First Revised Sheet No. 1055 :    Effective  
Superseding: Original Sheet No. 1055

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 1056 - 1060** Sheet Nos. 1056 - 1060 : Effective

Sheet Nos. 1056 - 1060 are  
being reserved for future use.

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

*FERC Docket: RP09-98-000*

**First Revised Sheet No. 1061** First Revised Sheet No. 1061  
Superseding: Original Sheet No. 1061

This sheet was previously issued,  
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Third Revised Sheet No. 1062** Third Revised Sheet No. 1062  
Superseding: Second Revised Sheet No. 1062

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS

This Service Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and \_\_\_\_\_ (herein called "Customer", whether one or more),

W I T N E S S E T H :

WHEREAS,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations here of and of Pipeline's Rate Schedule SS, Pipeline agrees to provide firm service for Customer under Rate Schedule SS and to store for Customer quantities of Natural Gas up to the following quantity:

Maximum Storage Quantity (MSQ) \_\_\_\_\_ dth

Pipeline agrees to withdraw from storage for Customer, at Customer's request, Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ) of \_\_\_\_\_ Dekatherms, from Customer's Storage Inventory up to Customer's MSQ, plus Applicable Shrinkage, and deliver for Customer's account such quantities.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on \_\_\_\_\_ and shall continue in force and effect until \_\_\_\_\_ and \_\_\_\_\_ to \_\_\_\_\_ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon \_\_\_\_\_ year(s) prior written notice to the other specifying a termination date of any \_\_\_\_\_ occurring on or after the expiration of the primary term. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill.

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Second Revised Sheet No. 1063** Second Revised Sheet No. 1063  
Superseding: First Revised Sheet No. 1063

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS  
(Continued)

In the event there is Gas in storage for Customer's account on April 30 of the year of termination of this Service Agreement, this Service Agreement shall continue in force and effect for the sole purpose of withdrawal and delivery of said Gas to Customer for an additional one-hundred and twenty (120) Days.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule SS and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule SS as filed with the Federal Energy Regulatory Commission and as same may hereafter be legally amended or superseded.

Customer agrees that Pipeline 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 Pipeline's Rate Schedule SS, (b) Pipeline's Rate Schedule SS, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule SS. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of the service agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MSQ and MDQ specified in Article I, to change the term of the service agreement as specified in Article II, to change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the afore-mentioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Pipeline's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The Natural Gas received by Pipeline for Customer's account for storage injection pursuant to this Service Agreement shall be those quantities scheduled for delivery pursuant to service agreements between Pipeline and Customer under Rate Schedules CDS, FT-1 or IT-1 which specify as a Point of Delivery the "SS Storage Point". For purposes of billing of Usage Charges under Rate Schedules CDS, FT-1 or IT-1,

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Third Revised Sheet No. 1064** Third Revised Sheet No. 1064  
Superseding: Second Revised Sheet No. 1064

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS  
(Continued)

deliveries under Rate Schedules CDS, FT-1 or IT-1 for injection into storage shall be deemed to have been delivered 60% in Market Zone 2 and 40% in Market Zone 3.

The Point(s) of Delivery at which Pipeline shall deliver Gas shall be specified in Exhibit A of the executed service agreement.

Exhibit A is hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE V

QUALITY

All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this 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) Pipeline:

(b) Customer:

or such other address as either party shall designate by formal written notice.



Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-98-000

**First Revised Sheet No. 1065** First Revised Sheet No. 1065  
Superseding: Original Sheet No. 1065

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS  
(Continued)

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the law regarding the conflict of laws.

This 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.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**First Revised Sheet No. 1066** First Revised Sheet No. 1066  
Superseding: Original Sheet No. 1066

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS  
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this 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.

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Effective Date: 01/01/2009 Status: Effective  
FERC Docket: RP09-98-000

**First Revised Sheet No. 1067** First Revised Sheet No. 1067  
Superseding: Original Sheet No. 1067

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS  
(Continued)

EXHIBIT A, POINT(S) OF DELIVERY, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SS  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND \_\_\_\_\_ ("Customer"), DATED \_\_\_\_\_:

Point of Delivery	Description	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
-------------------------	-------------	--------------------------------------	---------------------------------	---------------------------------	-------	----------

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT A DATED \_\_\_\_\_

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 1068 - 1070** Sheet Nos. 1068 - 1070 : Effective

Sheet Nos. 1068 - 1070 are  
being reserved for future use.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP09-1064-000

**Sixth Revised Sheet No. 1071** Sixth Revised Sheet No. 1071

Superseding: Fifth Revised Sheet No. 1071

FORM OF SERVICE AGREEMENT  
FOR THE LINK® SYSTEM

This LINK® System Agreement, executed this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, (Service Requester Proprietary Number \_\_\_\_\_) (hereafter referred to as "LINK® System Subscriber"), and 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.; and TEXAS EASTERN TRANSMISSION, LP (whether one or more, hereafter referred to as "Pipeline"), witnesseth that for and in consideration of the mutual covenants and provisions herein contained and subject to all of the terms, provisions and conditions herein set forth, LINK® System Subscriber and 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.

Effective Date: 03/11/2009 Status: Effective

FERC Docket: RP09-346-000

**Fourth Revised Sheet No. 1072** Fourth Revised Sheet No. 1072

Superseding: Third Revised Sheet No. 1072

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 on-line 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.

ARTICLE V  
AGREEMENTS BEING SUPERSEDED

When this LINK® System Agreement becomes effective, it shall supersede any LINK® System Agreements between the parties hereto with an earlier execution date.

*Effective Date: 11/16/2009    Status: Effective*

*FERC Docket: RP09-1064-000*

**Fifth Revised Sheet No. 1073** Fifth Revised Sheet No. 1073

Superseding: Fourth Revised Sheet No. 1073

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

*Effective Date: 09/22/2004    Status: Effective*

*FERC Docket: RP04-482-000*

**Second Revised Sheet No. 1074** Second Revised Sheet No. 1074 :    Effective  
Superseding: First Revised Sheet No. 1074

This sheet was previously issued,  
but is now reserved for future use.



*Effective Date: 09/22/2004    Status: Effective*

*FERC Docket: RP04-482-000*

**Third Revised Sheet No. 1075** Third Revised Sheet No. 1075 : Effective  
Superseding: Second Revised Sheet No. 1075

This sheet was previously issued,  
but is now reserved for future use.

*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 1076 - 1080** Sheet Nos. 1076 - 1080 : Effective

Sheet Nos. 1076 - 1080 are  
being reserved for future use.

Effective Date: 09/01/2005 Status: Effective  
FERC Docket: RP05-524-000

**Second Revised Sheet No. 1081** Second Revised Sheet No. 1081 : Effective  
Superseding: First Revised Sheet No. 1081

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES CDS, FT-1, MLS-1, SCT, LLFT, VKFT, SS-1 AND FSS-1

This Umbrella Service Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, by  
and between \_\_\_\_\_ (herein called "Replacement Customer"), and TEXAS EASTERN  
TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline"),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein  
contained, the Replacement Customer and Pipeline 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 Pipeline's  
approved bidder list for capacity releases and execute this Umbrella Service Agreement pursuant to  
Section 3.14 of Pipeline'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  
Schedules CDS, FT-1, MLS-1, SCT, LLFT, VKFT, SS-1 and/or FSS-1 pursuant to the procedure set forth  
in Section 3.14 of Pipeline's General Terms and Conditions. If at anytime a bid submitted by  
Replacement Customer is accepted by Pipeline with respect to a given capacity release, Pipeline  
will promptly finalize by means of Pipeline's LINK® System the appropriate Addendum to this  
Umbrella Service Agreement, in the format attached hereto, depending upon the rate schedule under  
which the capacity is being released. 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 Pipeline 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 Pipeline's Rate Schedules CDS, FT-1, MLS-1, SCT, LLFT, VKFT, SS-1 and/or FSS-1, as  
applicable, Pipeline agrees to provide the applicable released service for Replacement Customer  
under the applicable rate schedule, provided however, the Replacement Customer qualified under the  
financial evaluation and credit appraisal requirements set forth in Section 3.3 of Pipeline's  
General Terms and Conditions at the time it submitted the bid Pipeline accepted with respect to  
such release.

Replacement Customer hereby agrees to promptly provide any information necessary for Pipeline  
to reevaluate Pipeline's credit appraisal as contemplated by Sections 3.3 of Pipeline's General  
Terms and Conditions and to advise Pipeline of any material change in the information previously  
provided by the Replacement Customer to Pipeline.

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-524-000

**Second Revised Sheet No. 1082** Second Revised Sheet No. 1082 : Effective  
Superseding: First Revised Sheet No. 1082

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES CDS, FT-1, MLS-1, SCT, LLFT, VKFT, SS-1 AND FSS-1  
(Continued)

ARTICLE II

TERM OF AGREEMENT

The term of this Agreement shall commence on \_\_\_\_\_ and shall continue in force and effect until \_\_\_\_\_ and \_\_\_\_\_ to \_\_\_\_\_ thereafter unless this Umbrella Service Agreement is terminated as hereinafter provided. If Pipeline determines at anytime that Replacement Customer fails to meet the financial standards or credit criteria of Section 3.3 of the General Terms and Conditions, Pipeline may terminate this agreement and all Addenda attached hereto prospectively in accordance with Section 3.3 of the General Terms and Conditions.

ARTICLE III

RATE SCHEDULE

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 Schedules CDS, FT-1, MLS-1, SCT, LLFT, VKFT, SS-1 and/or FSS-1, by finalization of a copy of an Addendum CDS, FT-1, MLS-1, SCT, LLFT, VKFT, SS-1 and/or FSS-1 attached hereto and fully incorporated herein as a part of this Umbrella Service Agreement.

If Replacement Customer utilizes an agent, it will so indicate on the appropriate Addendum, along with any terms and conditions relevant to such agency relationship. Pipeline will act in accordance with the Addendum and in so acting will be fully protected in relying upon such agent.

Replacement Customer agrees that Pipeline 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. Pipeline 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.

ARTICLE IV

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Umbrella Service Agreement,

Effective Date: 11/01/2002 Status: Effective

FERC Docket: CP02- 17-002

**First Revised Sheet No. 1083** First Revised Sheet No. 1083 : Effective  
Superseding: Original Sheet No. 1083

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES CDS, FT-1, MLS-1, SCT, LLFT, VKFT, SS-1 AND FSS-1  
(Continued)

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) Pipeline:

(b) Replacement Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE V

INTERPRETATION

The interpretation and performance of this Umbrella Service Agreement shall be in accordance with the laws of the State of \_\_\_\_\_, 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.

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 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 Capacity Release Umbrella Agreement. If Replacement Customer fails to pay Pipeline, fails to timely pay Pipeline, or otherwise breaches this Agreement with Pipeline: (a) both Replacement Customer and Releasing Customer (except to the extent otherwise provided in Section 3.14(H) of the General Terms and Conditions and except with respect to penalties attributable to Replacement Customer's conduct) shall be liable to Pipeline for such failure to pay or breach (it being understood that nothing in this Article VI relieves

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP10-53-000

**Second Revised Sheet No. 1084** Second Revised Sheet No. 1084

Superseding: First Revised Sheet No. 1084

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES CDS, FT-1, MLS-1, SCT, LLFT, VKFT, SS-1 AND FSS-1  
(Continued)

Releasing Customer from responsibility to pay Pipeline in accordance with its service agreements with Pipeline) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay Pipeline 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.

TEXAS EASTERN TRANSMISSION, LP  
by its General Partner  
Spectra Energy Transmission Services, LLC

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Effective Date: 04/16/2001 Status: Effective

FERC Docket: GT01- 15-000

Original Sheet No. 1085 Original Sheet No. 1085 : Effective

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES CDS, FT-1, SCT, SS-1 AND FSS-1  
(Continued)

Deal No.: \_\_\_\_\_  
Texas Eastern Addendum Contract No.: \_\_\_\_\_  
Capacity Release Umbrella Agreement No.: \_\_\_\_\_

Addendum No. \_\_\_\_\_  
Capacity Release  
Rate Schedule \_\_\_\_\_

Replacement Customer: \_\_\_\_\_

Releasing Customer: \_\_\_\_\_

Releasing Customer's Contract No.: \_\_\_\_\_

Begin Date of Release: \_\_\_\_\_

End Date of Release: \_\_\_\_\_

Rates: [Volumetric or Reservation]

Access Area:

		STX	ETX	ELA	WLA
Reservation Charge	\$	_____	_____	_____	_____

Market Area:

		M1	M2	M3
Reservation Charge	\$	_____	_____	_____
Space Charge	\$	_____	_____	_____

Surcharges:

Description	Rate
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Effective Date: 11/16/2009 Status: Effective  
FERC Docket: RP10-53-000

**Second Revised Sheet No. 1086** Second Revised Sheet No. 1086  
Superseding: First Revised Sheet No. 1086

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES CDS, FT-1, SCT, SS-1 AND FSS-1  
(Continued)

Addendum No. \_\_\_\_ (Con't)  
Capacity Release  
Rate Schedule \_\_\_\_

[MDQ and Zone entitlements contained solely within the Access Area are subject to adjustment from year to year pursuant to Section 9.1 of the General Terms and Conditions.]

Volume Commitment (Dth/Monthly Billing Period)

Maximum Daily Quantity (MDQ): \_\_\_\_\_ (Dth)

Maximum Storage Quantity (MSQ): \_\_\_\_\_ (Dth)

Maximum Daily Injection Quantity (MDIQ): \_\_\_\_\_ (Dth)

Maximum Daily Withdrawal Quantity (MDWQ): \_\_\_\_\_ (Dth)

Billable Quantities:

Service:

From	To	Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Capacity Rights:

(1) Path:

From Point: \_\_\_\_\_

To Point: \_\_\_\_\_

(2) Detail:

Zone	Location Description	Entitlements (Dth/D)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Effective Date: 11/18/2006 Status: Effective

FERC Docket: RP07- 27-000

**First Revised Sheet No. 1087** First Revised Sheet No. 1087 : Effective  
Superseding: Original Sheet No. 1087

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES CDS, FT-1, SCT, SS-1 AND FSS-1  
(Continued)

Addendum No. (Con't)  
Capacity Release  
Rate Schedule \_\_\_\_

(3) Operational Segment Capacity Entitlements (Dth/D):

Total STX	_____
Suction Blessing	_____
STX/ETX Zone Boundary Exit Quantity	_____
STX/WLA Zone Boundary Exit Quantity	_____
Total ETX	_____
STX/ETX Zone Boundary Entry Quantity	_____
Suction Joaquin	_____
Discharge Joaquin	_____
Loggy Bayou	_____
ETX/M1 Zone Boundary Exit Quantity	_____
Total WLA	_____
STX/WLA Zone Boundary Entry Quantity	_____
Cameron System	_____
WLA/ELA Zone Boundary Exit Quantity	_____

Effective Date: 11/18/2006 Status: Effective  
FERC Docket: RP07- 27-000

**First Revised Sheet No. 1088** First Revised Sheet No. 1088 : Effective  
Superseding: Original Sheet No. 1088

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES CDS, FT-1, SCT, SS-1 AND FSS-1  
(Continued)

Addendum No. \_\_\_\_ (Con't)  
Capacity Release  
Rate Schedule \_\_\_\_

Total ELA	_____
WLA/ELA Zone Boundary Entry Quantity	_____
Venice System	_____
Monroe Line	_____
Clinton Line	_____
ELA/M1 Zone Boundary Exit Quantity	_____

(4) Zone Boundary Entry and Exit Quantities (Dth/D):

ETX/M1 ENTRY	_____
24" M1/M2 EXIT	_____
24" M1/M2 ENTRY	_____
ELA/M1 ENTRY	_____
30" M1/M2 EXIT	_____
30" M1/M2 ENTRY	_____
M2/M3 EXIT	_____
M2/M3 ENTRY	_____

Effective Date: 04/16/2001 Status: Effective

FERC Docket: GT01- 15-000

Original Sheet No. 1089 Original Sheet No. 1089 : Effective

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES CDS, FT-1, SCT, SS-1 AND FSS-1  
(Continued)

Addendum No. (Con't)  
Capacity Release  
Rate Schedule \_\_\_\_

Specific Firm Point(s) of Receipt:

M&R#	MDRO	Effective From	Effective To
------	------	----------------	--------------

Specific Firm Point(s) of Delivery:

M&R#	MDDO	Effective From	Effective To
------	------	----------------	--------------

Is this capacity subject to right of recall? Yes \_\_\_\_ No \_\_\_\_

Recall Conditions (if applicable):

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Are there any restrictions on released capacity? Yes \_\_\_\_ No \_\_\_\_

Restrictions (if applicable):

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Was Texas Eastern's default bid evaluation criteria used? Yes \_\_\_\_ No \_\_\_\_

Evaluation Criteria (if applicable):

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Were contingent bids accepted? Yes \_\_\_\_ No \_\_\_\_

Contingency comments (if applicable):

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Effective Date: 04/16/2001 Status: Effective

FERC Docket: GT01- 15-000

**Original Sheet No. 1090** Original Sheet No. 1090 : Effective

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES CDS, FT-1, SCT, SS-1 AND FSS-1  
(Continued)

Addendum No. (Con't)  
Capacity Release  
Rate Schedule \_\_\_\_

Other Terms and Conditions of Release: [e.g., restrictions on release, third party agent and terms of third party agency relationship, and agreements between Replacement Customer and Releasing Customer]

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This Addendum, entered into, pursuant to Texas Eastern's capacity release program and to the executed Capacity Release Umbrella Agreement between Texas Eastern and the Replacement Customer, is heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

Effective Date: 11/01/2002 Status: Effective

FERC Docket: CP02- 17-002

**First Revised Sheet No. 1091** First Revised Sheet No. 1091 : Effective  
Superseding: Original Sheet No. 1091

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES MLS-1, LLFT, and VKFT  
(Continued)

Deal No.:

Texas Eastern Addendum Contract No.: \_\_\_\_\_  
Capacity Release Umbrella Agreement No.: \_\_\_\_\_

Addendum No.\_\_\_\_  
Capacity Release  
Rate Schedule \_\_\_\_

Replacement Customer: \_\_\_\_\_

Releasing Customer: \_\_\_\_\_

Releasing Customer's Contract No.: \_\_\_\_\_

Begin Date of Release: \_\_\_\_\_

End Date of Release: \_\_\_\_\_

Rates: [Volumetric or Reservation]

Reservation Charge \$

Surcharges:

Description

Rate

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Effective Date: 11/01/2002 Status: Effective

FERC Docket: CP02- 17-002

**First Revised Sheet No. 1092** First Revised Sheet No. 1092 : Effective  
Superseding: Original Sheet No. 1092

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES MLS-1, LLFT, and VKFT  
(Continued)

Addendum No. (Con't)  
Capacity Release  
Rate Schedule \_\_\_\_

Volume Commitment (Dth/Monthly Billing Period)

Maximum Daily Quantity (MDQ): (Dth)

Billable Quantities:

Service:

From	To	Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Capacity Rights:

(1) Path:

From Point: \_\_\_\_\_

To Point: \_\_\_\_\_

(2) Detail:

Path	Location Description	Entitlements (Dth/D)
		_____
		_____
		_____
		_____

Effective Date: 11/01/2002 Status: Effective

FERC Docket: CP02- 17-002

**First Revised Sheet No. 1093** First Revised Sheet No. 1093 : Effective  
Superseding: Original Sheet No. 1093

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES MLS-1, LLFT, and VKFT  
(Continued)

Addendum No. (Con't)  
Capacity Release  
Rate Schedule \_\_\_\_

Specific Firm Point(s) of Receipt:

M&R#	MDRO	Effective From	Effective To
------	------	----------------	--------------

Specific Firm Point(s) of Delivery:

M&R#	MDDO	Effective From	Effective To
------	------	----------------	--------------

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 Texas Eastern's default bid evaluation criteria used? Yes \_\_\_\_ No \_\_\_\_

Evaluation Criteria (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Were contingent bids accepted? Yes \_\_\_\_ No \_\_\_\_

Contingency comments (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Effective Date: 11/01/2002 Status: Effective

FERC Docket: CP02- 17-002

**First Revised Sheet No. 1094** First Revised Sheet No. 1094 : Effective  
Superseding: Original Sheet No. 1094

FORM OF SERVICE AGREEMENT FOR  
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER  
RATE SCHEDULES MLS-1, LLFT, and VKFT  
(Continued)

Addendum No. (Con't)  
Capacity Release  
Rate Schedule \_\_\_\_

Other Terms and Conditions of Release: [e.g., restrictions on release, third party agent and  
terms  
of third party agency relationship, and agreements between Replacement Customer and Releasing  
Customer]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum, entered into, pursuant to Texas Eastern's capacity release program and to the  
executed Capacity Release Umbrella Agreement between Texas Eastern and the Replacement Customer,  
is  
heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.



*Effective Date: 04/16/2001    Status: Effective*

*FERC Docket: GT01- 15-000*

**Sheet Nos. 1095 - 1199** Sheet Nos. 1095 - 1199 : Effective

Sheet Nos. 1095 - 1199 are  
being reserved for future use.

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: RP09-1088-000

Original Sheet No. 1095 Original Sheet No. 1095

MULTIPLE SHIPPER OPTION AGREEMENT

This Multiple Shipper Option Agreement ("MSOA") is entered into effective as of , ("Effective Date") by and among Pipeline, [names], individually and collectively, "Principals" and [name], "Administrator". Each of the Principals and the Administrator may hereinafter be referred to as a "Party" or collectively, as "the Parties."

WHEREAS, each of the Principals and the Administrator are LINK® System Subscribers in accordance with the General Terms and Conditions of the Texas Eastern Transmission, LP ("Pipeline") FERC Gas Tariff; and

WHEREAS, each of the Principals desire to appoint Administrator as its agent to enter into a Service Agreement with Pipeline as though such Administrator were such Principal.

NOW THEREFORE in consideration of the mutual benefits, covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto agree as follows:

1. Each of the Principals hereby:

- (a) appoints Administrator as its agent from and after the Effective Date to enter into a single Service Agreement with Pipeline in which the Principals shall be treated collectively as one Customer for contracting, capacity release, scheduling, nomination, allocation and billing purposes;
- (b) represents and warrants that it has the power and authority to appoint Administrator as its agent and to cause Administrator to enter into the Service Agreement on its behalf;
- (c) represents and warrants that Pipeline shall be entitled to rely solely on the Administrator as being the "Customer" for all purposes under the Service Agreement, including without limitation, the unilateral right to amend, extend or terminate the Service Agreement, without liability to Pipeline for its reliance thereon;
- (d) agrees to indemnify and hold Pipeline harmless from any third party claims attributable to Pipeline's reliance on Administrator's instruction pursuant to this MSOA;
- (e) represents and warrants that it will meet the "shipper must have title" requirements as set forth in Section 13 of Pipeline's FERC Gas Tariff for all service provided to it under the Service Agreement; and
- (f) represents, warrants, and agrees that it is jointly and severally liable for the obligations of all Shippers under the Service Agreement while the Principal is a party under this MSOA.

2. Administrator hereby:

- (a) accepts the appointment as agent and covenants and agrees with each of the Principals that from and after the Effective Date, it will be bound by the terms and conditions of the Service Agreement, and will observe and perform the covenants and agreements of the Service Agreement;
- (b) represents and warrants that it has the power and authority to accept the appointment as agent for the Service Agreement on behalf of each of the Principals;
- (c) agrees to indemnify and hold Pipeline harmless from any third party claims attributable to Pipeline's reliance on Administrator's instruction pursuant to this MSOA; and
- (d) agrees to remain Administrator for so long as the Service Agreement is in effect.

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: RP09-1088-000

Original Sheet No. 1096 Original Sheet No. 1096

3. Credit support in an amount to be determined pursuant to Pipeline's FERC Gas Tariff for the total contract quantity under the Service Agreement shall be provided to Pipeline prior to the effective date of such Service Agreement or of any amendment thereto which increases the contract entitlements. The collateral must be provided by any one or a combination of the Principals (which entity or entities providing such collateral may change during the term of the Service Agreement) and will be adjusted in the event of an amendment to the Service Agreement that results in an increase or decrease in the required credit support.
4. Each Principal acknowledges and agrees that it is a Principal under the Service Agreement that includes multiple Principals and that Pipeline is entitled to rely solely on the Administrator's representation regarding the allocation of rights and obligations among the Principals under the Service Agreement, even if the representation is inconsistent with the position of one or more of the Principals. Each Principal releases Pipeline from any and all claims, disputes, liability or causes of action it may have arising out of or related to such relationship, Pipeline needing only to look to Administrator for all purposes under the Service Agreement.
5. This MSOA may not be assigned. This MSOA shall remain in effect for so long as the Service Agreement is in effect, including any amendments thereto; provided that the provisions of Section 1(d) and 1(f) shall survive termination of this MSOA; and, provided further, that in the event a Service Agreement using this MSOA has not been executed by Administrator within six months of the Effective Date, this MSOA shall automatically terminate and have no further force and effect.
6. A Principal, who is not the Administrator, may be removed from or added to this MSOA through an amendment executed by such Principal, the remaining Principals, any new Principal and the Administrator, the execution of which may not be unreasonably withheld, delayed, or conditioned. No such amendment to the MSOA shall be binding on Pipeline until the amended MSOA is executed by such Principal, the Administrator and the remaining Principals along with any new Principal and in the event such change in Principals impacts the credit support required by Paragraph 3 above, such requirements have been satisfied. In the event the MSOA is amended to remove a Principal ("Removed Principal"), the MSOA shall terminate as to any Removed Principal upon the effective date of an amended MSOA as set forth hereinabove; provided however, such Removed Principal shall remain liable for any obligations, claims or liability under the Service Agreement regardless of when brought, the event giving rise to which occurred prior the effective date of such replacement MSOA.
7. This MSOA may be executed in multiple counterparts and, when each Party has executed and delivered a counterpart, all counterparts together shall constitute one agreement.

IN WITNESS WHEREOF the Parties hereto have executed and delivered this MSOA as of the date first above written.

Pipeline Principal

By: By:

Name: Name:

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Principal Acceptance by Administrator

By: By:

Name: Name:

Date: \_\_\_\_\_ Date: \_\_\_\_\_

[add additional signature lines for Principals and/or Removed Principals, when applicable, as necessary]

*Effective Date: 12/31/9999    Status: Accepted*

*FERC Docket: RP09-1088-000*

**Sheet Nos. 1097 - 1199** Sheet Nos. 1097 - 1199

Sheet Nos. 1097 - 1199 are  
being reserved for future use.

*Effective Date: 11/16/2009    Status: Effective*

*FERC Docket: RP10-53-000*

**Second Revised Sheet No. 1200** Second Revised Sheet No. 1200

Superseding: First Revised Sheet No. 1200

INDEX OF FIRM CUSTOMERS

In accordance with Section 284.13(c) of the Commission's Regulations, Pipeline maintains an index of firm Customers on its Internet Web site in a downloadable format.

