

Table of Contents

Fifth Revised Sheet No. 1	12
Tenth Revised Sheet No. 5	13
Tenth Revised Sheet No. 6	14
Eleventh Revised Sheet No. 7	15
First Revised Sheet No. 8	16
Original Sheet No. 8A	17
Original Sheet No. 8Aa	19
Original Sheet No. 8Ab	21
Original Sheet No. 8Ac	23
Original Sheet No. 8Ad	25
Original Sheet No. 8Ae	27
Original Sheet No. 8Af	28
Original Sheet No. 8Ag	30
Original Sheet No. 8Ah	32
Original Sheet No. 8Ai	33
Original Sheet No. 8Aj	34
Original Sheet No. 8Ak	35
Original Sheet No. 8Al	36
Original Sheet No. 8Am	37
Original Sheet No. 8A.n	38
Original Sheet No. 8Ao	39
Substitute Third Revised Sheet No. 8B	41
Third Revised Sheet No. 8C	42
First Revised Sheet No. 8E	44
Substitute Sixth Revised Sheet No. 8F	45
Fifth Revised Sheet No. 8G	46
Fifth Revised Sheet No. 8H	48
Third Revised Sheet No. 8I	49
Third Revised Sheet No. 8J	50
Second Revised Sheet No. 8K	51
Fifth Revised Sheet No. 8L	53
Original Sheet No. 8M	54
Original Sheet No. 8N	55
Original Sheet No. 8O	56
Original Sheet No. 8P	57
Original Sheet No. 8Q	59
Original Sheet No. 8R	61
Original Sheet No. 8S	63
Original Sheet No. 8T	65
Original Sheet No. 8U.01	67
Original Sheet No. 8V	68
Original Sheet No. 8W	70
Original Sheet No. 8X	71
Original Sheet No. 8Y	72
Original Sheet No. 8Z	74

Original Sheet No. 8Aa.01	76
Original Sheet No. 8Af.01	77
Original Sheet No. 8Ag.01	78
Substitute Original Sheet No. 8B.01	79
Original Sheet No. 8K.01	81
Original Sheet No. 8Q.01	83
Original Sheet No. 8R.01	84
Original Sheet No. 8S.01	85
First Revised Sheet No. 8U.01	86
Substitute Original Sheet No. 8B.02	87
First Revised Sheet No. 9	88
Sheet Nos. 10 - 13	89
Substitute Original Sheet No. 14	90
Second Revised Sheet No. 15	91
Third Revised Sheet No. 15	92
First Revised Sheet No. 17	93
First Revised Sheet No. 29	94
First Revised Sheet No. 30	95
First Revised Sheet No. 31	96
First Revised Sheet No. 32	97
First Revised Sheet No. 33	98
First Revised Sheet No. 37	99
Second Revised Sheet No. 38	100
Second Revised Sheet No. 41	101
Fourth Revised Sheet No. 42	102
Original Sheet No. 46 - 97	103
First Revised Sheet No. 47	104
Substitute Second Revised Sheet No. 49	105
Third Revised Sheet No. 51	106
First Revised Sheet No. 51A	107
First Revised Sheet No. 52	108
First Revised Sheet No. 53	109
First Revised Sheet No. 54	110
Original Sheet No. 59	111
Second Revised Sheet No. 71	112
Second Revised Sheet No. 72	113
Sub. First Revised Sheet No. 74	114
Second Revised Sheet No. 75	115
Sub. First Revised Sheet No. 76	116
Original Sheet No. 77	117
Original Sheet No. 78	118
First Revised Sheet No. 98	119
Second Revised Sheet No. 100	120
First Revised Sheet No. 102	121
Fourth Revised Sheet No. 103	122
First Revised Sheet No. 104	123

First Revised Sheet No. 116	124
First Revised Sheet No. 119	125
First Revised Sheet No. 120	126
Second Revised Sheet No. 121	127
First Revised Sheet No. 123	128
Second Revised Sheet No. 125	129
Original Sheet No. 125A	130
First Revised Sheet No. 126	131
Original Sheet No. 126A	132
First Revised Sheet No. 127	133
Original Sheet No. 127A	134
First Revised Sheet No. 128	135
First Revised Sheet No. 128A	136
First Revised Sheet No. 128B	137
Original Sheet No. 128.01	138
Original Sheet No. 128A.01	139
First Revised Sheet No. 129	140
Original Sheet No. 129A	141
First Revised Sheet No. 130	142
Original Sheet No. 130A	143
First Revised Sheet No. 131	144
Original Sheet No. 131A	145
First Revised Sheet No. 132	146
First Revised Sheet No. 133	147
First Revised Sheet No. 133A	148
First Revised Sheet No. 134	149
Original Sheet No. 135	150
First Revised Sheet No. 136	151
First Revised Sheet No. 141	152
First Revised Sheet No. 142	153
Substitute First Revised Sheet No. 144	154
Original Sheet No. 144A	155
First Revised Sheet No. 146	156
First Revised Sheet No. 154	157
First Revised Sheet No. 167	158
Second Revised Sheet No. 169	159
Substitute First Revised Sheet No. 171	160
First Revised Sheet No. 172	161
First Revised Sheet No. 186	162
First Revised Sheet No. 187	163
Third Revised Sheet No. 188	164
First Revised Sheet No. 189	165
First Revised Sheet No. 191	166
Third Revised Sheet No. 204	167
First Revised Sheet No. 205	168
Third Revised Sheet No. 208	169

First Revised Sheet No. 211	170
Original Sheet No. 212	171
Original Sheet No. 213	172
Original Sheet No. 214	173
Original Sheet No. 215	174
Second Revised Sheet No. 216	175
Original Sheet No. 216A	176
First Revised Sheet No. 217	177
Second Revised Sheet No. 217	178
First Revised Sheet No. 217A	179
Original Sheet No. 217A	180
Original Sheet No. 218	181
First Revised Sheet No. 219	182
Original Sheet No. 220	183
Original Sheet No. 221	184
First Revised Sheet No. 239	185
Fourth Revised Sheet No. 240	186
First Revised Sheet No. 241	187
Third Revised Sheet No. 242	188
Substitute Third Revised Sheet No. 243	189
Fourth Revised Sheet No. 243	190
First Revised Sheet No. 243A	191
Third Revised Sheet No. 244	192
First Revised Sheet No. 244A	193
Substitute Second Revised Sheet No. 245	194
Third Revised Sheet No. 246	195
Second Revised Sheet No. 247	196
Second Revised Sheet No. 248	197
Third Revised Sheet No. 249	198
Original Sheet No. 249A	199
First Revised Sheet No. 250	200
Third Revised Sheet No. 251	201
First Revised Sheet No. 251A	202
First Revised Sheet No. 252	203
Fourth Revised Sheet No. 253	204
Original Sheet No. 253A	205
Substitute First Revised Sheet No. 254	206
Original Sheet No. 254A	207
Third Revised Sheet No. 256	208
Original Sheet No. 256A	209
Second Revised Sheet No. 257	210
First Revised Sheet No. 257	211
Substitute First Revised Sheet No. 259	212
Second Revised Sheet No. 259	213
Original Sheet No. 259A	214
First Revised Sheet No. 261	215

Second Revised Sheet No. 263	216
First Revised Sheet No. 264	217
First Revised Sheet No. 266	218
First Revised Sheet No. 268	219
Second Revised Sheet No. 269	220
Second Revised Sheet No. 270	221
First Revised Sheet No. 271	222
First Revised Sheet No. 272	223
Second Revised Sheet No. 273	224
First Revised Sheet No. 274	225
First Revised Sheet No. 275	226
Second Revised Sheet No. 276	227
Third Revised Sheet No. 277	228
First Revised Sheet No. 278	229
Second Revised Sheet No. 279	230
Second Revised Sheet No. 280	231
Second Revised Sheet No. 281	232
Second Revised Sheet No. 282	233
Third Revised Sheet No. 283	234
Third Revised Sheet No. 284	235
Third Revised Sheet No. 285	236
Fourth Revised Sheet No. 286	237
Second Revised Sheet No. 287	238
Fourth Revised Sheet No. 288	239
Third Revised Sheet No. 289	240
Third Revised Sheet No. 290	241
Third Revised Sheet No. 291	242
Second Revised Sheet No. 292	243
Third Revised Sheet No. 293	244
First Revised Sheet No. 293A	245
First Revised Sheet No. 294	246
First Revised Sheet No. 295	247
Second Revised Sheet No. 296	248
First Revised Sheet No. 297	249
Third Revised Sheet No. 298	250
Second Revised Sheet No. 299	251
Second Revised Sheet No. 300	252
Original Sheet No. 300A	253
Second Revised Sheet No. 301	254
Second Revised Sheet No. 302	255
Second Revised Sheet No. 303	256
Second Revised Sheet No. 304	257
Third Revised Sheet No. 305	258
First Revised Sheet No. 306	259
Second Revised Sheet No. 307	260
Second Revised Sheet No. 308	261

Fifth Revised Sheet No. 309	262
Second Revised Sheet No. 310	263
Third Revised Sheet No. 311	264
Fourth Revised Sheet No. 312	265
Third Revised Sheet No. 313	266
Second Revised Sheet No. 314	267
Third Revised Sheet No. 315	268
Second Revised Sheet No. 316	269
Second Revised Sheet No. 317	270
Second Revised Sheet No. 318	271
Second Revised Sheet No. 319	272
First Revised Sheet No. 319A	273
Second Revised Sheet No. 320	274
First Revised Sheet No. 321	275
Second Revised Sheet No. 322	276
First Revised Sheet No. 322A	277
Second Revised Sheet No. 323	278
Third Revised Sheet No. 324	279
Original Sheet No. 324A	280
Fourth Revised Sheet No. 325	281
Original Sheet No. 325A	282
Third Revised Sheet No. 326	283
Original Sheet No. 326A	284
Second Revised Sheet No. 327	285
Second Revised Sheet No. 328	286
Second Revised Sheet No. 329	287
Second Revised Sheet No. 330	288
Second Revised Sheet No. 331	289
First Revised Sheet No. 332	290
First Revised Sheet No. 337	291
Second Revised Sheet No. 338	292
Second Revised Sheet No. 339	293
Third Revised Sheet No. 341	294
First Revised Sheet No. 342	295
Original Sheet No. 344	296
First Revised Sheet No. 345	297
First Revised Sheet No. 346	298
First Revised Sheet No. 348	299
First Revised Sheet No. 349A	300
First Revised Sheet No. 349B	301
Second Revised Sheet No. 351	302
Second Revised Sheet No. 352	303
First Revised Sheet No. 353	304
Second Revised Sheet No. 354	305
Second Revised Sheet No. 355	306
First Revised Sheet No. 358	307

Second Revised Sheet No. 359	308
First Revised Sheet No. 360	309
First Revised Sheet No. 395	310
First Revised Sheet No. 396	311
Original Sheet No. 396A	312
First Revised Sheet No. 397	313
Third Revised Sheet No. 398	314
Substitute Third Revised Sheet No. 399	315
Third Revised Sheet No. 400	316
First Revised Sheet No. 400A	317
First Revised Sheet No. 401	318
Second Revised Sheet No. 402	319
First Revised Sheet No. 404	320
Second Revised Sheet No. 406	321
First Revised Sheet No. 407	322
First Revised Sheet No. 409	323
First Revised Sheet No. 411	324
Third Revised Sheet No. 412	325
First Revised Sheet No. 413	326
Second Revised Sheet No. 414	327
First Revised Sheet No. 417	328
First Revised Sheet No. 418	329
First Revised Sheet No. 419	330
First Revised Sheet No. 421	331
First Revised Sheet No. 422	332
Original Sheet No. 422A	333
First Revised Sheet No. 424	334
First Revised Sheet No. 426	335
First Revised Sheet No. 428	336
First Revised Sheet No. 429	337
Second Revised Sheet No. 430	338
Original Sheet No. 430A	339
Second Revised Sheet No. 431	340
Original Sheet No. 431A	341
First Revised Sheet No. 432	342
Second Revised Sheet No. 433	343
First Revised Sheet No. 433A	344
First Revised Sheet No. 434	345
Substitute Second Revised Sheet No. 435	346
Fifth Revised Sheet No. 435	347
Second Revised Sheet No. 436	348
First Revised Sheet No. 437	349
Second Revised Sheet No. 438	350
First Revised Sheet No. 440	351
Third Revised Sheet No. 443	352
First Revised Sheet No. 444	353

First Revised Sheet No. 445	354
First Revised Sheet No. 446	355
First Revised Sheet No. 447	356
First Revised Sheet No. 448	357
First Revised Sheet No. 450	358
First Revised Sheet No. 451	359
Fifth Revised Sheet No. 454	360
Fourth Revised Sheet No. 454	361
Second Revised Sheet No. 454A	362
Third Revised Sheet No. 454A	363
Original Sheet No. 454B	364
First Revised Sheet No. 454B	365
First Revised Sheet No. 455	366
First Revised Sheet No. 456	367
Second Revised Sheet No. 456	368
First Revised Sheet No. 457	369
Second Revised Sheet No. 457	370
Original Sheet No. 458	371
First Revised Sheet No. 459	372
Second Revised Sheet No. 459	373
Original Sheet No. 459A	374
First Revised Sheet No. 460	375
Original Sheet No. 460A	376
Second Revised Sheet No. 461	377
Substitute First Revised Sheet No. 461	378
Sheet Nos. 462 - 466	379
Third Revised Sheet No. 467	380
Third Revised Sheet No. 468	382
Third Revised Sheet No. 469	384
First Revised Sheet No. 470	385
First Revised Sheet No. 471 - 472	386
Second Revised Sheet No. 473	387
First Revised Sheet No. 477	388
Substitute First Revised Sheet No. 478	390
First Revised Sheet No. 479	392
First Revised Sheet No. 480	393
Substitute First Revised Sheet No. 481	395
First Revised Sheet No. 482	397
First Revised Sheet No. 483	398
Substitute First Revised Sheet No. 485	400
First Revised Sheet No. 494	402
First Revised Sheet No. 496	403
Substitute First Revised Sheet No. 497	404
First Revised Sheet No. 498	405
First Revised Sheet No. 499	406
First Revised Sheet No. 500	407

First Revised Sheet No. 501	408
First Revised Sheet No. 502	409
First Revised Sheet No. 503	410
First Revised Sheet No. 504	411
First Revised Sheet No. 505	412
First Revised Sheet No. 506	413
First Revised Sheet No. 507	415
First Revised Sheet No. 509	416
Substitute Second Revised Sheet No. 511	417
Third Revised Sheet No. 511	419
Original Sheet No. 512	421
First Revised Sheet No. 512	423
Original Sheet Nos. 513 - 521	425
First Revised Sheet Nos. 522 - 525	426
Second Revised Sheet No. 526	427
First Revised Sheet No. 527	429
First Revised Sheet No. 528	431
First Revised Sheet No. 529	432
First Revised Sheet No. 530	434
First Revised Sheet No. 531	435
First Revised Sheet No. 532	436
First Revised Sheet No. 533	437
Original Sheet No. 534	438
Original Sheet No. 535	439
Original Sheet No. 536 - 599	440
Original Sheet No. 600	441
Original Sheet No. 601	442
Original Sheet No. 602	443
Original Sheet No. 602A	445
Original Sheet No. 603	446
Original Sheet No. 603A	448
Original Sheet No. 604	449
First Revised Sheet No. 605	450
Original Sheet No. 606	452
Original Sheet No. 607	454
Original Sheet No. 607A	456
Original Sheet No. 608	457
Original Sheet No. 609	459
Original Sheet No. 610	461
Original Sheet No. 610A	463
Original Sheet No. 611	464
Original Sheet No. 612	465
Original Sheet No. 613	467
Original Sheet No. 614	469
Original Sheet No. 614A	471
Original Sheet No. 615	472

Original Sheet No. 616	474
Original Sheet No. 617	476
First Revised Sheet No. 618	478
First Revised Sheet No. 618A	480
Original Sheet No. 619	481
Original Sheet No. 620	482
Original Sheet No. 620A	484
Original Sheet No. 621	485
Original Sheet No. 622	487
Original Sheet No. 623	489
Original Sheet No. 624	490
Original Sheet No. 624A	491
Original Sheet No. 624B	492
Original Sheet No. 625	493
Original Sheet No. 626	494
Original Sheet No. 627	495
Original Sheet No. 628	496
Original Sheet No. 628A	498
Original Sheet No. 629	500
Second Revised Sheet No. 630	501
First Revised Sheet No. 631	503
Second Revised Sheet No. 632	505
First Revised Sheet No. 633	506
Second Revised Sheet No. 634	507
Second Revised Sheet No. 635	508
Second Revised Sheet No. 636	509
Second Revised Sheet No. 637	511
Third Revised Sheet No. 638	512
Second Revised Sheet No. 639	513
Third Revised Sheet No. 640	514
Second Revised Sheet No. 641	515
Original Sheet No. 642	516
Original Sheet No. 643	517
Original Sheet No. 644	518
Original Sheet No. 645	519
Original Sheet No. 646	520
Original Sheet No. 647	521
Original Sheet No. 648	522
Original Sheet No. 649	523
Original Sheet No. 650	524
Original Sheet No. 651	525
Original Sheet No. 652	527
Original Sheet No. 653	529
Substitute Original Sheet No. 654	531
Sheet Nos. 655 - 699	532
Sheet Nos. 656 - 699	533

First Revised Sheet No. 659	534
First Revised Sheet No. 660	535
Original Sheet No. 660A	536
Original Sheet No. 660B	537
Original Sheet No. 661	538
Original Sheet No. 662	539
Sheet Nos. 663 - 699	540

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Fifth Revised Sheet No. 1 Fifth Revised Sheet No. 1 : Effective

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TABLE OF CONTENTS	Sheet No.
Preliminary Statement	2
System Map	3
Statement of Effective Rates and Charges	5

Rate Schedules:

FT - Firm Transportation Service	33
HFT - Hourly Firm Transportation Service	46
ANS - Automatic Nomination Service	70
IT - Interruptible Transportation Service	98
NNTS - No Notice Transportation Service	116
RSS - Reverse Storage Service	125
FSS - Firm Storage Service	136
ISS - Interruptible Storage Service	167
PS - Pooling Service	186
SBS - Short-Term Balancing Service	204
PHS - Perryville Hub Service	211
USS - Unbundled Sales Service	222
General Terms and Conditions	239
Information Required in Request for Transportation	467
Form of Credit Application	473
Form of Transportation Service Agreement - (R.S. FT)	477
Form of Transportation Service Agreement - (R.S. IT)	480
Form of Transportation Service Agreement - (R.S. HFT)	483
Form of Transportation Service Agreement - (R.S. NNTS, RSS, FSS and ISS)..	494
Form of Pooling Service Agreement - (R.S. PS)	506
Form of Predetermined Allocation Agreement	508
Form of Transportation Service Agreement - (R.S. PHS)	511
Form of Electronic Data Interchange Trading Partner Agreement	526

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Tenth Revised Sheet No. 5 Tenth Revised Sheet No. 5 : Effective

Superseding: Substitute Ninth Revised Sheet No. 5

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS
(\$/Dth)

RATE SCHEDULE	BASE RATE	Sec. 5.7	Sec. 23	Adjustments		MAXIMUM RATE	MINIMUM RATE	FUEL USE %	LUGF %
				Sec. 23.2	Sec. 28.4				
FT - FIRM TRANSPORTATION									
RESERVATION CHARGE	\$7.4257	(0.0000)	(0.0000)	0.0000	---	\$7.4257	\$0.0000		
COMMODITY	0.0087	----	----	----	0.0016	0.0103	0.0103	1.22%	1.00%
OVERRUN	0.2528	(0.0000)	(0.0000)	0.0000	0.0016	0.2544	0.0103		
RESERVATION CHARGE ADJ	0.2441	(0.0000)	(0.0000)	0.0000	---	0.2441	0.0000		
FT - SMALL CUSTOMER									
COMMODITY	\$0.3099	(0.0000)	(0.0000)	0.0000	0.0016	\$0.3115	\$0.0103	1.22%	1.00%
OVERRUN	0.3099	(0.0000)	(0.0000)	0.0000	0.0016	0.3115	0.0103		
IT - INTERRUPTIBLE TRANSPORTATION									
COMMODITY	\$0.2201	(0.0000)	-----	-----	0.0016	\$0.2217	\$0.0103	1.22%	1.00%
OVERRUN	0.2201	(0.0000)	-----	-----	0.0016	0.2217	0.0103		

CAPACITY RELEASE VOLUMETRIC RATE:

The FT maximum volumetric bid rate for capacity release is the maximum applicable Reservation Charge Adjustment rate for Rate Schedule FT.

FUEL RATES:

Transporter shall retain Fuel Use and LUGF equal to the product of the sum of the applicable Fuel Use and LUGF percentages multiplied by the quantity received by Transporter. The Fuel Use and LUGF rates stated above are pursuant to Section 27 of the General Terms and Conditions.

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Tenth Revised Sheet No. 6 Tenth Revised Sheet No. 6 : Effective

Superseding: Substitute Ninth Revised Sheet No. 6

STATEMENT OF EFFECTIVE RATES AND CHARGES TRANSPORTATION OF GAS
(\$/Dth)

	BASE	Sec.	Adjustments			MAXIMUM	MINIMUM	FUEL	
			Sec.	Sec.	Sec.				
LUGF RATE SCHEDULE	RATE	5.7	23	23.2	28.4	RATE	RATE	USE %	%
-----	----	----	----	----	----	-----	-----	-----	
NNTS - NO NOTICE TRANSPORTATION									

RESERVATION FEE	\$8.7560	(0.0000)	(0.0000)	0.0000	----	\$8.7560	\$0.0000		
COMMODITY	0.0184	----	----	----	0.0017	0.0201	0.0201	2.65%	
2.04%									
NNTS - SMALL CUSTOMER									

COMMODITY	\$0.3972	(0.0000)	(0.0000)	0.0000	0.0017	\$0.3989	\$0.0201	2.65%	
2.04%									
FSS - FIRM STORAGE SERVICE									

DELIVERABILITY FEE	\$0.9606	----	----	----	----	\$0.9606	\$0.0000		
CAPACITY FEE	0.0229	----	----	----	----	0.0229	0.0000		
STORAGE FEE	0.0154	----	----	----	----	0.0154	0.0154	1.04%	
0.75%									
OVERRUN	0.5468	----	----	----	----	0.5468	0.0154		
DELIVERABILITY FEE ADJ	0.2562	----	----	----	----	0.2562	0.0000		
ISS - INTERRUPTIBLE STORAGE SERVICE									

INTERRUPTIBLE STORAGE RATE	\$0.5468	----	----	----	----	\$0.5468	\$0.0154	1.04%	
0.75%									
OVERRUN	0.5468	----	----	----	----	0.5468	0.0154		

CAPACITY RELEASE VOLUMETRIC RATE:

The maximum volumetric bid rate for capacity release is the maximum applicable overrun rate for Rate Schedules NNTS and FSS respectively.

FUEL RATES:

Transporter shall retain Fuel Use and LUGF equal to the product of the sum of the applicable Fuel Use and LUGF percentages multiplied by the quantity received by Transporter. The Fuel Use and LUGF rates stated above are calculated pursuant to Section 27 of the General Terms and Conditions.

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FERC Docket: RP02-561-000

Eleventh Revised Sheet No. 7 Eleventh Revised Sheet No. 7 : Effective

Superseding: Substitute Tenth Revised Sheet No. 7

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS
(\$/Dth)

RATE SCHEDULE	Adjustments					MAXIMUM RATE	MINIMUM RATE	FUEL USE %	LUGF %
	BASE RATE	Sec. 5.7	Sec. 23	Sec. 23.2	Sec. 28.4				
HFT - HOURLY FIRM TRANSPORTATION									
RESERVATION CHARGE *	\$0.7323	(0.0000)	(0.0000)	0.0000	----	\$0.7323	\$0.0000		
COMMODITY	0.0087	----	----	-----	0.0016	0.0103	0.0103	1.22%	1.00%
OVERRUN	0.7410	(0.0000)	(0.0000)	0.0000	0.0016	0.7426	0.0103		
RESERVATION CHARGE ADJ *	\$0.7323	(0.0000)	(0.0000)	0.0000	----	\$0.7323	\$0.0000		

* Not to exceed a total of \$5.8584 per Dth of hourly Contract Demand over any Day.

CAPACITY RELEASE VOLUMETRIC RATE:

The maximum volumetric bid rate for capacity release is the maximum applicable Reservation Charge Adjustment rate for Rate Schedule HFT, not to exceed a total Base Rate amount of \$5.8584 per Dth of hourly contract demand over any Day.

FUEL RATES:

Transporter shall retain Fuel Use and LUGF equal to the product of the sum of the applicable Fuel Use and LUGF percentages multiplied by the quantity received by Transporter. The Fuel Use and LUGF rates stated above are pursuant to Section 27 of the General Terms and Conditions.

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First Revised Sheet No. 8 First Revised Sheet No. 8 : Effective
Superseding: Original Sheet No. 8

Sheet No. 8 is
reserved for future use.

Effective Date: 06/06/1999 Status: Effective

FERC Docket: GT99- 30-000

Original Sheet No. 8A Original Sheet No. 8A : Superseded

Statement of Negotiated Rates

Shipper Name Delivery Point(s) ----- -----	Contract Number Rate ----- ----	Rate Schedule -----	Contract Demand -----	Receipt Point(s) -----
Union Pacific Fuels, Inc. TGT @ Perryville	1002198 See Formula below	FT	50,000	UPRC @ Carthage - Line ST-1A
Trunkline @ Richland				
SONAT @ Perryville				
ANR @ Perryville				
TET @ West Monroe				
Tennessee 100 @ Perryville				
Tennessee 800 @ Perryville				

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report (Index Prices (1), (2), and (4)) and the Gas Daily Price Guide (Index Price (3)) for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price

The unit rate per Dth of Contract Demand shall be obtained by dividing by 2 the sum of Price A and Price B, each of which is calculated as follows.

Price A: Index Spread A shall be (a) the difference between the Index Prices specified in (1) and (2) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value for Index Spread A shall be calculated by multiplying the applicable Compressor Fuel percentage, as authorized and in effect from time to time by Transporter's Tariff, times the Index Price set forth in (1) below.

- (1) NorAm Gas Transmission (East)
- (2) Texas Gas Transmission, Zone 1

If Index Spread A is less than or equal to \$0.08, Price A shall be \$0.05. If Index Spread A is greater than \$0.08, or less than or equal to \$0.155, then Price A shall be (a) the difference between Index Spread A and \$0.08, multiplied by (b) Eighty Percent (80%), plus \$0.05. If Index Spread A is greater than \$0.155, then Price A shall be (a) the difference between Index Spread A and \$0.155 multiplied by (b) Fifty Percent (50%), plus \$0.11.

Price B: Index Spread B shall be (a) the difference between the Index Prices specified in (3) and (4) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value for Index Spread B shall be calculated by multiplying the applicable Compressor Fuel percentage, as authorized and in effect from time to time by Transporter's Tariff, times the Index Price set forth in (3) below.

- (3) Carthage Hub
- (4) Texas Gas Transmission, Zone 1

If Index Spread B is less than or equal to \$0.08, Price B shall be \$0.0525. If Index Spread B is greater than \$0.08, or less than or equal to \$0.1519, then Price B shall be (a) the difference between Index Spread B and \$0.08, multiplied by (b) Eighty Percent (80%), plus \$0.0525. If Index Spread B is greater than \$0.1519, then Price B shall be (a) the difference between Index Spread B and \$0.1519 multiplied by (b) Fifty Percent (50%), plus \$0.11.

In any event, however, the unit rate per Dth of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate. Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the applicable maximum Tariff rate or the applicable formula unit rate.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8Aa Original Sheet No. 8Aa : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s) 2/ 12/ -----	Contract Number -----	Rate Schedule Rate 3/ 4/ 5/ 6/ 11/ 12/ -----	Contract Demand -----	Receipt Point(s) -----	Delivery -----
Riceland Foods, Plant Inc. 282256, 282255	1000199 \$.2618/Dth (through 3/31/02) \$.2318/Dth (remainder of term) HFT /13 \$.2828/Dth (through 3/31/02) \$.2528/Dth (remainder of term)	FT 4,900 Dth/D 8/ 300 Dth/D 14/		1/	Shipper's DRN No.'s & 150982

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Delivery Points (Shipper's plants) located beyond Transporter's facilities on distribution system of Reliant Energy Arkla ("Arkla"), a division of Reliant Energy Resources Corp., and Transporter arranges for such deliveries through Arkla; Shipper may change Delivery Point to Arkla city gate and/or to a direct tap on Transporter's system (if requested and approved in accordance with Tariff and Shipper reimburses for costs incurred). Failure of Arkla to receive and/or deliver gas constitutes force majeure if Delivery Point not changed.

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis; for HFT, assumed 100% load factor unit rate shown based on aggregate hourly CD's for Day. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates. If Shipper, AGC or contracting AGC member initiates, directly or indirectly, or supports proceeding to challenge REGT rates, REGT has option to require change in Delivery Point to city gate point.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ As long as Delivery Point remains behind Arkla, Shipper pays, in addition to all other rates and

charges, \$0.065/Dth (plus any increases by Arkla during term whether due to change from volumetric to demand charge or otherwise) for all deliveries plus all fuel, fees, penalties, gas retentions and/or imbalance, overrun or other such charges imposed by Arkla; if Transporter not allowed to charge or collect the above agreed-to amounts, then Transporter may adjust (including retroactively) any of the rates and charges otherwise applicable under TSA to extent required to collect full amounts intended.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8Ab Original Sheet No. 8Ab : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)	Delivery
Point(s) 2/	Rate 3/ 4/ 5/ 6/				
SMI Steel Arkansas	1001157	FT	1,200 Dth/D	1/	At the point
of inter-	\$.2618/Dth (through 3/31/02)				connection
between the	\$.2318/Dth (remainder of term)				facilities of
REGT and					Reliant Energy
Arkla, a					Division of
Reliant Energy					Resources
Corp., near					Magnolia, AR
where deliveries					are made for
the account of					Shipper.
					DRN No. 222121

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point under this TSA during term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that

Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8Ac Original Sheet No. 8Ac : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s) 2/ -----	Contract Number Rate 3/ 4/ 5/ 6/ -----	Rate Schedule -----	Contract Demand 8/ -----	Receipt Point(s) -----	Delivery -----
Superior Graphite of inter- Company between the REGT and Arkla, a Reliant Energy Corp., near AR where made for Shipper.	1001348 \$.2618/Dth (through 3/31/02) \$.2318/Dth (remainder of term)	FT	825 Dth/D	1/	At the point connection facilities of Reliant Energy Division of Resources Russellville, deliveries are the account of DRN No. 222091

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point under this TSA during term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects leveled billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading

regarding Transporter's FERC filing(s), provided that
Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

FERC Docket: RP96-200-069

Original Sheet No. 8Ad Original Sheet No. 8Ad : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery Point(s)
2/	3/ 4/ 5/ 6/				
-----	-----	-----	-----	-----	
Taber Extrusions, inter-L.P. the and	1001334 \$.2618/Dth (through 3/31/02) \$.2318/Dth (remainder of term) HFT 11/ \$.2828/Dth (through 3/31/02)	FT 3/31/02 11/	400 Dth/D 8/ 100 Dth/D 12/	1/	At the point of connection between facilities of REGT
Arkla, a Reliant Energy near where made for Shipper.	\$.2528/Dth (remainder of term)				Reliant Energy Division of Resources Corp., Russellville, AR deliveries are the account of

DRN No. 222093

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point during term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis; for HFT, assumed 100% load factor unit rate shown based on aggregate hourly CD's for Day. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading

regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction. Shipper elected up-front uniform service period of December - February of each contract year through 2007.

12/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8Ae Original Sheet No. 8Ae : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s) 2/ -----	Contract Number -----	Rate Schedule 3/ 4/ 5/ 6/ -----	Contract Demand 8/ -----	Receipt Point(s) -----	Delivery
U.S. Vanadium facility located Corporation Transporter's	1000501 \$.2618/Dth \$.2318/Dth (remainder of term)	FT (through 1/31/02)	1,200 Dth/D	1/	Shipper's directly on transmission line County, near Hot DRN No. 151047

in Garland
Springs, AR.

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools), excluding any points west or south of Custer, Oklahoma.

2/ Unless otherwise provided, to be eligible for the rates Shipper shall not change the Delivery Point under TSA(s) during the term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed upon rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8Af Original Sheet No. 8Af : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery Point(s) 2/
12/	3/ 4/ 5/ 6/ 11/ 12/				
Wabash Alloys,	1000204	FT	650 Dth/D 8/	1/	Shipper's Plant
L.L.C.					DRN No. 282235
	\$.2618/Dth (through 3/31/02)				
	\$.2318/Dth (remainder of term)				
		HFT /13	275 Dth/D 14/		
	\$.2828/Dth (through 3/31/02)				
	\$.2528/Dth (remainder of term)				

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Delivery Point (Shipper's plant) located beyond Transporter's facilities on distribution system of Reliant Energy Arkla ("Arkla"), a division of Reliant Energy Resources Corp., and Transporter arranges for such deliveries through Arkla; Shipper may change Delivery Point to Arkla city gate and/or to a direct tap on Transporter's system (if requested and approved in accordance with Tariff and Shipper reimburses for costs incurred). Failure of Arkla to receive and/or deliver gas constitutes force majeure if Delivery Point not changed.

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis; for HFT, assumed 100% load factor unit rate shown based on aggregate hourly CD's for Day. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates. If Shipper, AGC or contracting AGC member initiate, directly or indirectly, or supports proceeding to challenge REGT rates, REGT has option to require change in Delivery Point to city gate point.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that

Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ As long as Delivery Point remains behind Arkla, Shipper pays, in addition to all other rates and

charges, \$0.065/Dth (plus any increases by Arkla during term whether due to change from volumetric to demand charge or otherwise) for all deliveries plus all fuel, fees, penalties, gas retentions and/or imbalance, overrun or other such charges imposed by Arkla; if Transporter not allowed to charge or collect the above agreed-to amounts, then Transporter may adjust (including retroactively) any of the rates and charges otherwise applicable under TSA to extent required to collect full amounts intended.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8Ag Original Sheet No. 8Ag : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)	Delivery Point(s) 2/
12/	Rate 3/ 4/ 5/ 6/ 11/ 12/				
GEO Specialty	1000662	FT	800 Dth/D	1/	Shipper's Plant
Chemicals Inc.					DRN No. 282346

\$.2618/Dth (through 3/31/02)

\$.2318/Dth (remainder of term)

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Delivery Point (Shipper's plant) located beyond Transporter's facilities on distribution system of Reliant Energy Arkla ("Arkla"), a division of Reliant Energy Resources Corp., and Transporter arranges for such deliveries through Arkla; Shipper may change Delivery Point to Arkla city gate and/or to a direct tap on

Transporter's system (if requested and approved in accordance with Tariff and Shipper reimburses for costs incurred). Failure of Arkla to receive and/or deliver gas constitutes force majeure if Delivery Point not changed.

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates. If Shipper, AGC or contracting AGC member initiates, directly or indirectly, or supports proceeding to challenge REGT rates, REGT has option to require change in Delivery Point to city gate point.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant

requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that

Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ As long as Delivery Point remains behind Arkla, Shipper pays, in addition to all other rates and charges, \$.065/Dth (plus any increases by Arkla during term whether due to change from volumetric to demand charge or otherwise) for all deliveries plus all fuel, fees, penalties, gas retentions and/or imbalance, overrun or other such charges imposed by Arkla; if Transporter not allowed to charge or collect the above agreed-to amounts, then Transporter may adjust (including retroactively)

any of the rates and charges otherwise applicable under TSA to extent required to collect full amounts intended.

Effective Date: 04/01/2001 Status: Effective
 FERC Docket: RP96-200-068

Original Sheet No. 8Ah Original Sheet No. 8Ah : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule	Maximum Advance Receipt Quantity*	Receipt Point(s)
-----	-----	-----	-----	-----
Dynegy Marketing & REGT's Shipper's Pool in Trade the Neutral Pooling from the Neutral Pooling Area eligible to receive Shipper's gas from the Advance Receipt Account	716 (Deal No. 885)	SBS See Formula Below (Advance Receipts)	1,000,000 Dth	Points located in Neutral Pooling Area which gas can be received into Pools established in such Pooling Area

Formula Rates for Services up to Quantity limitations:

For each unit delivered out of Advance Receipt account, the applicable rate (Transporter may determine allocation between Daily Rate and Carryover Rate components as it deems appropriate from time to time) shall be 80% of the following calculation:

Deduct from the July 2001 NYMEX futures price (parties to mutually agree on date at which fix price or, if no agreement, use last day closing price) (i) \$5.2925/dth, and (ii) a charge of \$0.026/dth per month (this amount assessed for each month in which unit booked in Advance Receipt account for at least one Day); then, add \$0.30/dth to the remaining amount.

In no case shall the rate to REGT be less than \$0.00 or more than \$0.806/dth. The Rates specified herein will be available for the term stated but REGT cannot guarantee SBS capacity will be available. SBS capacity will be allocated based on requests made from time to time and available capacity awarded in accordance with the REGT Tariff.

The services provided will be pursuant to the applicable interruptible rate schedule. Shipper shall submit nominations by Deal Number (referenced above). Shipper shall provide and pay Compressor Fuel and/or Storage Fuel allowances and charges as required by REGT's Tariff. In addition to the above amounts, Shipper shall pay any applicable Tariff penalties, charges, fees, or assessments. Notwithstanding the provisions herein, GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges shall not be used to charge an amount exceeding the contractual rates above. Shipper shall not pay less at any time, than the minimum applicable Tariff rate. REGT may retain any refunds, credits and/or benefits which would result in a greater discount or economic benefit, on average over the term of Shipper's SA, than the contractual rates agreed to herein. The contractual rates herein apply only to the services described above including, without limitation, the points, quantities, and dates stated above.

* Receipts of up to 35,000 Dth/Day during April 2001; subsequent deliveries out of Advance Receipt account up to 32,258 Dth/Day. Unless shorter period specified, each unit to be delivered no more than 30 days from date such unit received in advance (parked) unless REGT agrees to extensions. To qualify for rate, Shipper must arrange to take back all quantities by July 31, 2001.

Effective Date: 05/01/2001 Status: Effective
 FERC Docket: RP96-200-070

Original Sheet No. 8Ai Original Sheet No. 8Ai : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Maximum Advance Receipt Quantity*	Receipt Point(s)
Delivery Point(s)		Rate		
-----	-----	-----	-----	-----
Entergy Power, Inc.	1791 (Deal	SBS	500,000 Dth	Points located in
REGT's	Shipper's Pools in	See Formula Below		North, Neutral,
	No. 925)	(Advance		West 1, and West 2
South,	the Neutral, North,	Receipts)		Pooling Areas from
	South, West 1, and			which gas can be
	West 2 Pooling Areas			received into
	eligible to receive gas			Pools established
Shipper's	from the Advance			in such Pooling
	Receipt Account			
Areas				

Formula Rates for Services up to Quantity limitations:

Daily Rate of \$0.01 per Dth for (i) the portion of Shipper's Advance Receipt account initially parked on that Day and (ii) that portion of said account equal to the quantity withdrawn on any following Day. In addition to the amounts provided for above, Transporter shall charge a Daily Rate and Carryover Rate which it may adjust each Month such that, notwithstanding the level of utilization of the services available hereunder, Shipper shall pay the applicable Monthly Billing Amount. For purposes hereof, the Monthly Billing Amount shall be \$35,000. This Agreement shall replace and supersede Entergy Power SBS Deal #900 as of May 1, 2001. Any quantities remaining in the Advance Receipt account under that transaction shall be automatically transferred to this account. The Rates specified herein will be available for the term stated (through October 2001, if transaction so extended) but REGT cannot guarantee SBS capacity will be available. SBS capacity will be allocated based on requests made from time to time and available capacity awarded in accordance with the REGT Tariff.

The services provided will be pursuant to the applicable interruptible rate schedule. Shipper shall submit nominations by Deal Number (referenced above). Shipper shall provide and pay Compressor Fuel and/or Storage Fuel allowances and charges as required by REGT's Tariff. In addition to the above amounts, Shipper shall pay any applicable Tariff penalties, charges, fees, or assessments. Notwithstanding the provisions herein, GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges shall not be used to charge an amount exceeding the contractual rates above. Shipper shall not pay less at any time, than the minimum applicable Tariff rate. REGT may retain any refunds, credits and/or benefits which would result in a greater discount or economic benefit, on average over the term of Shipper's SA, than the contractual rates agreed to herein. The contractual rates herein apply only to the services described above including, without limitation, the points, quantities, and dates stated above.

* To receive no more than 30,000 Dth/Day during May 2001 and month to month thereafter but not beyond October 31, 2001; subsequent deliveries out of Advance Receipt account of no more than 30,000 Dth/Day. Unless shorter period specified, each unit to be delivered no more than 30 days from date such unit received in advance (parked) unless REGT agrees to extensions.

Effective Date: 05/01/2001 Status: Effective
 FERC Docket: RP96-200-070

Original Sheet No. 8Aj Original Sheet No. 8Aj : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule Rate	Maximum Advance Receipt Quantity*	Receipt Point(s)
Dynegy Marketing & Trade Shipper's Pool in the Neutral Pooling Area eligible to receive gas from the Advance Receipt Account	716 (Deal No. 917)	SBS See Formula Below (Advance Receipts)	1,000,000 Dth	Points located in REGT's Neutral Pooling Area from which gas can be received into Shipper's Pools established in such Pooling Area

Formula Rates for Services up to Quantity limitations:

For each unit delivered out of Advance Receipt account, the applicable rate (Transporter may determine allocation between Daily Rate and Carryover Rate components as it deems appropriate from time to time) shall be 80% of the following calculation:

Deduct from the November 2001 NYMEX futures price (parties to mutually agree on date at which fix price or, if no agreement, use last day 2 closing price) (i) \$5.092/dth, and (ii) a charge of \$0.025/dth per month (this amount assessed for each month in which unit booked in Advance Receipt account for at least one Day); then, add \$0.32/dth to the remaining amount. By mutual consent of both parties, the Reliant Oklahoma North South Midpoint Price Survey Index, as published in Gas Daily for the applicable day of gas deliveries out of Advance Receipt account, may be substituted for the November 2001 NYMEX futures price referenced above. In the case of such substitution, an additional \$0.07/dth shall be deducted in the formula above.

In no case shall the rate to REGT be less than \$0.00 or more than \$0.1.78/dth. The Rates specified herein will be available for the term stated but REGT cannot guarantee SBS capacity will be available. SBS capacity will be allocated based on requests made from time to time and available capacity awarded in accordance with the REGT Tariff.

The services provided will be pursuant to the applicable interruptible rate schedule. Shipper shall submit nominations by Deal Number (referenced above). Shipper shall provide and pay Compressor Fuel and/or Storage Fuel allowances and charges as required by REGT s Tariff. In addition to the above amounts, Shipper shall pay any applicable Tariff penalties, charges, fees, or assessments. Notwithstanding the provisions herein, GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges shall not be used to charge an amount exceeding the contractual rates above. Shipper shall not pay less at any time, than the minimum applicable Tariff rate. REGT may retain any refunds, credits and/or benefits which would result in a greater discount or economic benefit, on average over the term of Shipper's SA, than the contractual rates agreed to herein. The contractual rates herein apply only to the services described above including, without limitation, the points, quantities, and dates stated above.

* Receipts of up to 32,258 Dth/Day during May 2001; subsequent deliveries out of Advance Receipt account up to 33,333 Dth/Day. Unless shorter period specified, each unit to be delivered no more than 30 days from date such unit received in advance (parked) unless REGT agrees to extensions. To qualify for rate, Shipper must arrange to take back all quantities by November 30, 2001.

Effective Date: 05/01/2001 Status: Effective
 FERC Docket: RP96-200-070

Original Sheet No. 8Ak Original Sheet No. 8Ak : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule Rate	Maximum Advance Receipt Quantity*	Receipt Point(s)
----- ----- -----	----- ----- -----	----- ----- -----	----- ----- -----	----- ----- -----
Dynegy Marketing & Trade Shipper's Pool in the Neutral Pooling Area eligible to receive gas from the Advance Receipt Account	716 (Deal No. 918)	SBS See Formula Below (Advance Receipts)	1,000,000 Dth	Points located in REGT's Neutral Pooling Area from which gas can be received into Shipper's Pools established in such Pooling Area

Formula Rates for Services up to Quantity limitations:

For each unit delivered out of Advance Receipt account, the applicable rate (Transporter may determine allocation between Daily Rate and Carryover Rate components as it deems appropriate from time to time) shall be 80% of the following calculation:

Deduct from the Reliant Oklahoma North South Midpoint Price Survey Index, as published in Gas Daily for the applicable day of gas deliveries out of Advance Receipt account (i) \$5.025/dth and (ii) a charge of \$0.025/dth per month (this amount assessed for each month in which unit booked in Advance Receipt account for at least one Day); then, add \$0.31/dth to the remaining amount. By mutual consent of both parties, the March 2002 NYMEX futures price (parties to mutually agree on date at which fix price or, if no agreement, use last day closing price), less \$0.07/dth, may be substituted for the Gas Daily Index Price referenced above.

In no case shall the rate to REGT be less than \$0.00. The Rates specified herein will be available for the term stated but REGT cannot guarantee SBS capacity will be available. SBS capacity will be allocated based on requests made from time to time and available capacity awarded in accordance with the REGT Tariff.

The services provided will be pursuant to the applicable interruptible rate schedule. Shipper shall submit nominations by Deal Number (referenced above). Shipper shall provide and pay Compressor Fuel and/or Storage Fuel allowances and charges as required by REGT s Tariff. In addition to the above amounts, Shipper shall pay any applicable Tariff penalties, charges, fees, or assessments. Notwithstanding the provisions herein, GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges shall not be used to charge an amount exceeding the contractual rates above. Shipper shall not pay less at any time, than the minimum applicable Tariff rate. REGT may retain any refunds, credits and/or benefits which would result in a greater discount or economic benefit, on average over the term of Shipper's SA, than the contractual rates agreed to herein. The contractual rates herein apply only to the services described above including, without limitation, the points, quantities, and dates stated above.

* Receipts of up to 32,258 Dth/Day during May 2001; subsequent deliveries out of Advance Receipt account up to 33,333 Dth/Day. Unless shorter period specified, each unit to be delivered no more than 30 days from date such unit received in advance (parked) unless REGT agrees to extensions. To qualify for rate, Shipper must arrange to take back all quantities by March 31, 2002.

Effective Date: 05/01/2001 Status: Effective
 FERC Docket: RP96-200-070

Original Sheet No. 8A1 Original Sheet No. 8A1 : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule Rate	Maximum Advance Receipt Quantity*	Receipt Point(s)
Reliant Energy Shipper's Pool in Services, Inc. the Neutral Pooling Area eligible to receive gas from the Advance Receipt Account	770 (Deal No. 916)	SBS See Formula Below (Advance Receipts)	620,000 Dth	Points located in REGT's Neutral Pooling Area from which gas can be received into Shipper's Pools established in such Pooling Area

Formula Rates for Services up to Quantity limitations:

For each unit delivered out of Advance Receipt account, the applicable rate (Transporter may determine allocation between Daily Rate and Carryover Rate components as it deems appropriate from time to time) shall be 80% of the following calculation:

Deduct from the Reliant Oklahoma North South Midpoint Price Survey Index, as published in Gas Daily for the applicable day of gas deliveries out of Advance Receipt account (i) \$5.03/dth and (ii) a charge of \$0.025/dth per month (this amount assessed for each month in which unit booked in Advance Receipt account for at least one Day). By mutual consent of both parties, the November 2001 NYMEX futures price (parties to mutually agree on date at which fix price or, if no agreement, use last day closing price), less \$0.07/dth, may be substituted for the Gas Daily Index Price referenced above.

In no case shall the rate to REGT be less than \$0.00. The Rates specified herein will be available for the term stated but REGT cannot guarantee SBS capacity will be available. SBS capacity will be allocated based on requests made from time to time and available capacity awarded in accordance with the REGT Tariff.

The services provided will be pursuant to the applicable interruptible rate schedule. Shipper shall submit nominations by Deal Number (referenced above). Shipper shall provide and pay Compressor Fuel and/or Storage Fuel allowances and charges as required by REGT s Tariff. In addition to the above amounts, Shipper shall pay any applicable Tariff penalties, charges, fees, or assessments. Notwithstanding the provisions herein, GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges shall not be used to charge an amount exceeding the contractual rates above. Shipper shall not pay less at any time, than the minimum applicable Tariff rate. REGT may retain any refunds, credits and/or benefits which would result in a greater discount or economic benefit, on average over the term of Shipper's SA, than the contractual rates agreed to herein. The contractual rates herein apply only to the services described above including, without limitation, the points, quantities, and dates stated above.

* Receipts of up to 20,000 Dth/Day during May 2001; subsequent deliveries out of Advance Receipt account up to 20,667 Dth/Day. Unless shorter period specified, each unit to be delivered no more than 30 days from date such unit received in advance (parked) unless REGT agrees to extensions. To qualify for rate, Shipper must arrange to take back all quantities by November 30, 2001.

Effective Date: 05/08/2001 Status: Effective
 FERC Docket: RP96-200-071

Original Sheet No. 8Am Original Sheet No. 8Am : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule	Contract Demand 8/ Rate 3/ 4/ 5/ 6/ 7/	Receipt Point(s)	Delivery
Enesco, Inc. point of interconnection	1001153	FT	3,000 Dth	South Pooling Area	At the
REGT's transmission		\$0.2618/Dth (through March 31, 2002)		North Pooling Area	between
and the facilities of		\$0.2318/Dth (for remainder of term)		Neutral Pooling Area	facilities
Energy Arkla, a division				West 2 Pooling Area	Reliant
Energy Resources, Corp,				West 1 Pooling Area 1/	of Reliant
Dorado, AR where deliveries					near El
for the account of Shipper					are made

1/ The only eligible receipts from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction.

3/ Rates shown expressed as unit rates calculated on assumed 100% load factor basis; Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated (on an assumed 100% load factor unit basis) by subtracting minimum applicable Commodity Rate from unit rate.

4/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to cap collections at maximum rate (subject to deferred account procedure) or convert agreement to maximum rates; Shipper will have termination right if maximum greater than Negotiated Rates.

5/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any contracting member of the AGC, then Shipper shall continue to pay the agreed-to rates.

6/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

7/ To be eligible for the above rates at any time during the term of rate agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the rate agreement

8/ Shipper shall have a one-time right to reduce the Contract Demand levels specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of rate agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

Effective Date: 06/01/2001 Status: Effective
 FERC Docket: RP96-200-072

Original Sheet No. 8A.n Original Sheet No. 8A.n : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Maximum Advance Receipt Quantity*	Receipt Point(s)
Delivery Point(s)		Rate		
-----	-----	-----	-----	-----
Arkansas Electric	2565 (Deal	SBS	225,000 Dth	Points located in
REGT's	Shipper's Pools in	See Formula Below		
Cooperative Corporation	No. 963)	(Advance		Neutral and South
the Neutral and South		Receipts)		Pooling Areas from
Pooling Areas eligible				which gas can be
to receive gas from the				received into
Shipper's	Advance Receipt Account			Pools established
Areas				in such Pooling

Formula Rates for Services up to Quantity limitations:

Daily Rate of \$0.01 per Dth for (i) the portion of Shipper's Advance Receipt account initially parked on that Day and (ii) that portion of said account equal to the quantity withdrawn on any following Day. In addition to the amounts provided for above, Transporter shall charge a Daily Rate and Carryover Rate which it may adjust each Month such that, notwithstanding the level of utilization of the services available hereunder, Shipper shall pay the applicable Monthly Billing Amount. For purposes hereof, the Monthly Billing Amount shall be \$13,500. The Rates specified herein will be available for the term stated (through September 2001, if transaction so extended) but REGT cannot guarantee SBS capacity will be available. SBS capacity will be allocated based on requests made from time to time and available capacity awarded in accordance with the REGT Tariff.

The services provided will be pursuant to the applicable interruptible rate schedule. Shipper shall submit nominations by Deal Number (referenced above). Shipper shall provide and pay Compressor Fuel and/or Storage Fuel allowances and charges as required by REGT's Tariff. In addition to the above amounts, Shipper shall pay any applicable Tariff penalties, charges, fees, or assessments. Notwithstanding the provisions herein, GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges shall not be used to charge an amount exceeding the contractual rates above. Shipper shall not pay less at any time, than the minimum applicable Tariff rate. REGT may retain any refunds, credits and/or benefits which would result in a greater discount or economic benefit, on average over the term of Shipper's SA, than the contractual rates agreed to herein. The contractual rates herein apply only to the services described above including, without limitation, the points, quantities, and dates stated above.

* To receive no more than 10,000 Dth/Day during June 2001 and month to month thereafter but not beyond September 30, 2001; subsequent deliveries out of Advance Receipt account of no more than 20,000 Dth/Day. Unless shorter period specified, each unit to be delivered no more than 30 days from date such unit received in advance (parked) unless REGT agrees to extensions.

Effective Date: 07/01/2001 Status: Effective

FERC Docket: RP96-200-073

Original Sheet No. 8Ao Original Sheet No. 8Ao : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)
Delivery Point(s) 2/	Rate	3/ 4/ 5/ 6/		
Maybelline Products	1001109	FT	231 Dth/D	North Pooling Area 1/
point of inter-	\$.2618/Dth (through 3/31/02)			At the
Company, Inc.				
connection between the	\$.2318/Dth (remainder of term)			
facilities of REGT and				
Reliant Energy Arkla, a				
Division of Reliant Energy				
Resources Corp., near				Little
Rock, AR where				
deliveries are made for				the
account of Shipper.				DRN
No. 222140				

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point under this TSA during term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects leveled billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

Effective Date: 01/01/2001 Status: Effective
 FERC Docket: RP96-200-061

Substitute Third Revised Sheet No. 8B Substitute Third Revised Sheet No. 8B : Superseded
 Superseding: Second Revised Sheet No. 8B

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Firm Contract Quantities (1)	Receipt Point(s)
----- -----	----- -----	----- -----	----- -----	----- -----
Reliant Energy Arkla, See Sheet Nos. 8B.01 a division of Reliant and 8B.02 Energy Resources Corp.	4016 See (2) - (4) below 4016 0046	FT NNTS FSS	547,562 Dth/D 173,384 Dth/D 10,974,533 Dth 239,000 Dth/D	See Sheet No. 8B.01

(1) Contract Demand (FT), Contract Delivery Demand (NNTS), Maximum Storage Quantity (FSS) and Maximum Deliverability Quantity (FSS), respectively. Shipper may increase firm quantities subject to capacity availability and pursuant to Tariff allocation procedures.

(2) Annualized base rate amount paid for reserved capacity and services utilized up to applicable Contract Limitations under all three (3) contracts:

\$62,023,803 (each Year or pro rata for partial Year through March 31, 2002); \$63,330,813
 (each Year or pro rata for partial Year through March 31, 2005).

Shipper receives advance credit of \$10,000,000. Not required to pay surcharges or add-ons to base rate amount attributable to: GRI (so long as voluntary and discountable prior to other components), ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges. Following each Contract Year, calculation made of total amount paid for eligible services and true-up payment/credit made if amount collected varies from applicable base rate amount for Year or part thereof. Base rate amounts to be adjusted on pro rata basis to reflect changes in firm quantities per agreements.

(3) Reduction in FERC maximum base Tariff rates applicable to services prior to March 31, 2005 will trigger reduced annualized base rate amount to provide total reduction below the new maximum Tariff rates of 11.7% for period through March 31, 2002, and 9.8% thereafter; provided, however, Transporter has right to terminate all or part of services under the contracts on ninety (90) days notice given after any such reduction, but Shipper may retain the full service quantities by agreeing to pay within notice period the reduced maximum Tariff rates (but not to exceed the previously effective unreduced base rate amount).

(4) Rate applicable to specified receipt/delivery points, including any existing/future city gate delivery points established for Shipper in Arkansas. If other points utilized, maximum rate applies for maximum quantity used on any Day and for entire Month.

(5) Shipper has right to reduce applicable firm quantities if one of its customers currently served via the contracts bypasses Shipper and/or contracts for firm service on Transporter which replaces service from Shipper or if, following 6 months notice, Shipper utilizes peak shaving option with respect to certain specified points and quantities.

(6) If customer of Shipper currently served via the contracts takes release of Shipper's capacity following certain actions taken by Shipper relating to service conversion or unbundling, Shipper will receive credit for demand charges paid by replacement shipper up to the then-effective demand charge payable by Shipper for capacity released.

(7) Pursuant to GT&C Section 15, Transporter will provide as of November 1, 2001, on a not unduly discriminatory basis, additional flexibility under FSS and NNTS services: limited waiver to provide twenty-four (24) hours notice to bring on incremental flowing gas supplies pursuant to Rate Schedule NNTS, Section 3.4; under Rate Schedule FSS, waive the Minimum Monthly Withdrawal Quantity for the month of November, limited waiver to permit the Working Gas Quantity remaining at end of Storage Contract Year to be up to thirty percent (30%) of Working Gas Quantity as of prior November 1, and limited waiver to suspend the Maximum Daily Withdrawal Quantity ratchet in Rate Schedule FSS, Section 6.2(c) (i).

Effective Date: 05/01/2001 Status: Effective
 FERC Docket: RP96-200-070

Third Revised Sheet No. 8C Third Revised Sheet No. 8C : Superseded
 Superseding: Second Revised Sheet No. 8C

			STATEMENT OF NEGOTIATED RATES		
Shipper Name	Contract Number	Rate Schedule	Contract Demand (Dth/Day)	Reservation Charge (\$/Dth)	Commodity
Receipt Point(s)	Delivery Point(s)				
-----	-----	-----	-----	-----	
Entergy Arkansas, Inc.	1002348	FT	75,000	\$2.28	See (1)
Below Amoco Red Oak	Entergy @ Lake Catherine		(May 1, 2001 -		
Continental Choctaw	Entergy @ Couch		October 31, 2001)		
Continental Panola	Entergy @ Moses		50,000		
Duke Blue Mtn.	Reliant Energy Arkla @		(November 1, 2001		
Duke Cyclone Mtn.	Little Rock, AR (for		- April 30, 2002)		
Duke Pine Mtn.	delivery to Mabelvale				
ONG Latimer	plant).				
Oneok Potato Hill	Reliant Energy Arkla @				
Transok Latimer	Little Rock, AR (for				
Transok Limestone	delivery to Lynch plant).				
Transok Wilburton AC					
Vastar Wilburton					
UPRC Carthage					
Valero Panola					
Neutral Pooling Area Pools					
South Pooling Area Pools					
North Pooling Area					

- West 1 & West 2 Pooling Areas
- (1) The Commodity Rate shall be:
- (a) \$0.01 per Dth for receipts from the specifically named physical receipt points listed above;
 - (b) \$0.025 per Dth for receipts from Pools in the Neutral Pooling Area; (c) \$0.035 per Dth for receipts from Pools in the South Pooling Area;
 - (d) \$0.045 per Dth for receipts from the West 1 and West 2 Pooling Areas; and (e) \$0.095 per Dth for receipts from the North Pooling Area.
- (2) If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges (as stated above) not received by Transporter from the replacement Shipper.
- (3) Eligible quantities for which the initial Receipt Point into Transporter's system cannot be determined shall be deemed to have been received at the point or from the Pool which would be charged the highest rate under Paragraph (1) above.
- (4) An additional \$0.015 per Dth shall be added to the invoice for deliveries to the Reliant Energy Arkla (Lynch) Delivery Point as Shipper's agent to cover further transportation costs to the plant.
- (5) Transporter and Shipper intend that the minimum dollar amount collected for quantities transported under the contract which are eligible for the above specified rates will be \$0.085 per Dth. In order to achieve such amount, the Reservation Charge for any Month may be adjusted, based on eligible quantities transported for such Month. If at the termination date of the TSA, a minimum dollar amount deficiency exists, Shipper shall pay a deficiency payment, the amount of which shall be the difference between \$ 1,423,750.00 and the dollar amount collected by Transporter attributable to eligible quantities transported to the Lake Catherine, Couch and Reliant Energy Arkla (Lynch) Delivery Points.
- (6) Authorized overrun quantities up to 25,000 Dth per Day (for the months May 1, 2001 through October 31, 2001) and up to 50,000 Dth per Day (for the months November

1, 2001 through April 30, 2002), received from and delivered to the above listed points, shall receive the above specified rates (converted to a 100% load factor unit basis).

(7) Rate may default to maximum if Transporter is unable to collect Negotiated Rates for any reason during the term of the contract, and Shipper has termination right in such event.

(8) Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction.

Effective Date: 11/01/1999 Status: Effective

FERC Docket: RP96-200-046

First Revised Sheet No. 8E First Revised Sheet No. 8E : Superseded
Superseding: Original Sheet No. 8E

Sheet No. 8E

Reserved for Future Use

Effective Date: 08/01/2000 Status: Effective
FERC Docket: RP96-200-057

Substitute Sixth Revised Sheet No. 8F Substitute Sixth Revised Sheet No. 8F : Superseded
Superseding: Fifth Revised Sheet No. 8F

STATEMENT OF NEGOTIATED RATES

	Shipper Name Delivery Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)
Area	Williams Energy Services Company CGT @ Perryville	2590 See Formula below	FT	11,500	West 1 Pooling
Area	Trunkline @ Richland				West 2 Pooling
	SONAT @ Perryville				
	TET @ West Monroe				
	TGT @ Perryville				
	Koch @ West Monroe				
	ANR @ Perryville				
	Tennessee 100				
	Tennessee 800				

Formula Rates for Services up to Contract Demand:

The formula rate will be based on the following index prices as reflected for spot gas delivered to the pipelines at the points indicated, as represented by the Midpoint price published in Gas Daily's Daily Price Survey for each day of the contract term ("Index Price"). If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price. The Index Spread each day shall be equal to (a) the amount remaining when the Index Price specified in (2) below is subtracted from the Index Price specified in (1) below, less (b) the Compressor Fuel Value calculated as described below, less (c) \$0.01 / Dth.

- (1) Columbia Mainline
- (2) REGT West

The Compressor Fuel Value shall be calculated by adding (i) the product of the applicable Compressor Fuel percentage as specified and in effect from time to time in REGT's Tariff times the Index Price set forth in (2) above, plus (ii) the EPC tracker.

If the Index Spread for a day is less than or equal to \$0.02 per Dth, then the unit rate (based on an assumed 100% load factor) per Dth of Contract Demand shall be \$0.02. If the Index Spread is greater than \$0.02, then the unit rate per Dth of Contract Demand shall be the Index Spread. In any event, however, the unit rate per Dth of Contract Demand shall never be below the greater of the applicable then effective minimum Tariff rate or \$0.02.

Rate may default to maximum if Transporter is unable to collect Negotiated Rates for any reason during the term of the contract, and Shipper has termination right in such event. Unless Transporter otherwise agrees, the Commodity Rate shall be the applicable minimum, and the rate for any authorized overrun quantities shall be the greater of the applicable maximum Tariff rate or the applicable formula unit rate. Rate includes any applicable GRI, ACA, GT&C
Section 13.4, Order No. 528 and Order No. 636 transition costs surcharges.

Effective Date: 06/01/2001 Status: Effective

FERC Docket: RP96-200-072

Fifth Revised Sheet No. 8G Fifth Revised Sheet No. 8G : Superseded

Superseding: Fourth Revised Sheet No. 8G

Shipper Name Receipt Point(s)	Contract Number	Rate Schedule Delivery Point(s)	Contract Demand (Dth) Point(s)	STATEMENT OF NEGOTIATED RATES	
				Reservation Charge (\$/Dth)	Commodity
-----	-----	-----	-----	-----	-----
Arkansas Electric	1002565	FT	40,000	See (4) below	See (1) Below
South - UPRC @ Carthage	AEC @ Augusta		(6/1/01 -		
Cooperative Corporation	AEC @ Camden		9/30/01)		
Valero @ Panola	AEC @ Ozark/Fitzhugh		10,000		
Neutral			(10/01/01 -		
Amoco Red Oak			5/31/02)		
Continental Choctaw					
Continental Panola					
Duke Blue Mtn.					
Duke Cyclone Mtn.					
Duke Pine Mtn					
ONG Latimer					
Oneok Potato Hill					
Transok Latimer					
Transok Limestone					
Transok Wilburton AC					
Vastar Wilburton					
North - TGT @ Helena					
Neutral Pooling Area Pools					

North and South Pooling Areas Points and Pools

West 1 and West 2 Pooling Areas Points and Pools

(1) The Commodity Rate shall be:

(a) \$0.0096 for receipts from the specifically named physical receipt points in the Netural Pooling Area listed above and points and pools in the South, West 1 and West 2 Pooling Areas which are delivered to the Fitzhugh Delivery Point;

(b) \$0.0196 per Dth for receipts from the specifically named physical receipt points in the Neutral and South Pooling Areas listed above which are delivered to Augusta and Camden Delivery Points;

(c) \$0.0296 per Dth for receipts from Pools in the Neutral Pooling Area which are delivered to Augusta and Camden Delivery Points;

(d) \$0.0396 per Dth for receipts from points in the South Pooling Area other than those listed above and South Pools which are delivered to Camden and Augusta;

(e) \$0.0496 per Dth for receipts from the West 1 and West 2 Pooling Areas which are delivered to Augusta and Camden Delivery Points; and

(f) \$0.1046 per Dth for receipts from points and Pools in the North Pooling Area.

(2) If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges (as stated above) not received by Transporter from the replacement Shipper.

(3) Eligible quantities for which the initial Receipt Point into Transporter's system cannot be determined shall be deemed to have been received at the point or from the Pool which would be charged the highest rate under Paragraph (1) above.

(4) Transporter and Shipper intend that the minimum dollar amount collected for quantities transported under the contract which are eligible for the above specified rates will be \$0.085 per Dth. In order to achieve such amount, the Reservation Charge for any Month may be adjusted, based on eligible quantities transported for such Month. If at the termination date of the TSA, a minimum dollar amount deficiency exists, Shipper shall pay a deficiency payment, the amount of which shall be

the difference between \$548,250.00 and the dollar amount collected by Transporter attributable to eligible quantities transported to eligible Delivery Points.

(5) Rate may default to maximum if Transporter is unable to collect Negotiated Rates for any reason during the term of the contract, and Shipper has termination right in such event.

(6) Standard Rate & Related Provisions for Non-Maximum Rate Agreements, posted in REGT News Section of REGT's Internet web site "pipelines.reliantenergy.com", shall

apply to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges.

Effective Date: 06/09/2000 Status: Effective

FERC Docket: RP96-200-055

Fifth Revised Sheet No. 8H Fifth Revised Sheet No. 8H : Superseded
Superseding: Fourth Revised Sheet No. 8H

STATEMENT OF NEGOTIATED RATES

Shipper Name Commodity	Receipt Point(s)	Contract Number	Rate Schedule Delivery Point(s)	Contract Demand (Dth/D)	Reservation Charge (\$/Dth)	
Southwestern Electric Power Co. (1)-(3) Below	Neutral Pooling Area	1002369 SWEPCO @ Wilkes	FT	100,000	\$1.71	See
	UPRC @ Carthage	SWEPCO Lone Star				
	West 1 Pooling Area	SWEPCO @ Lieberman				
	West 2 Pooling Area	Reliant Energy Arkla @				
	South Pooling Area	Shreveport, LA (for				
	North Pooling Area	delivery to Arsenal Hill Plant)				

- (1) The Commodity Rate Shall be:
- (a) For first 75,000 Dth/D of quantities transported:
 - (i) \$0.0488 per Dth for receipts from the Neutral Pooling Area and UPRC @ Carthage;
 - (ii) \$0.0588 per Dth for receipts from the South Pooling Area;
 - (iii) \$0.1238 per Dth for receipts from the North Pooling Area; and
 - (iv) \$0.0688 per Dth for receipts from the West 1 and West 2 Pooling Areas.
 - (b) For quantities above 75,000 Dth/D:
 - (i) \$0.1050 per Dth for receipts from the Neutral Pooling Area and UPRC @ Carthage;
 - (ii) \$0.1150 per Dth for receipts from the South Pooling Area;
 - (iii) \$0.1800 per Dth for receipts from the North Pooling Area; and
 - (iv) \$0.1250 per Dth for receipts from the West 1 and West 2 Pooling Areas.
- (2) The rate for authorized overrun quantities shall be the greater of the applicable maximum Tariff rate or the applicable unit rate (calculated on an assumed 100% load factor basis) derived from the components described above.
- (3) Rates include any applicable GRI, ACA, certain GT & C Section 13.4, Order No. 528 and Order No. 636 surcharges.
- (4) If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges (as stated above) not received by Transporter from the replacement Shipper.
- (5) Eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received at the point or from the Pool which would be charged the highest rate under Paragraph (1) above.
- (6) Transaction is consideration for Transporter's construction of facilities pursuant to the automatic authorization under its blanket construction certificate.

Effective Date: 10/01/2000 Status: Effective

FERC Docket: RP96-200-058

Third Revised Sheet No. 8I Third Revised Sheet No. 8I : Superseded
Superseding: Second Revised Sheet No. 8I

Sheet No. 8I

is reserved for future use.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-068

Third Revised Sheet No. 8J Third Revised Sheet No. 8J : Superseded
Superseding: Second Revised Sheet No. 8J

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract	Rate	Contract	Receipt
Point (s)	Number	Schedule	Demand	
Delivery Point(s)	Rate			
-----	-----	-----	-----	
Entergy Power, Inc.	2824	FT	13,000	Neutral Pooling
Area CGT @ Perryville	See Formula below			
Trunkline @ Richland				
SONAT @ Perryville				
TET @ West Monroe				
TGT @ Perryville				
Gulf South @ West Monroe				
ANR @ Perryville				
Tennessee 100				
Tennessee 800				

Formula Rates for Services between specified points up to Contract Demand:

The formula rate will be based on the following index prices as reflected for spot gas delivered to the pipelines at the points indicated, as represented by the price published in the first of the month issue of Inside FERC's Gas Market Report for the service month ("Index Price"). If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price. The assumed 100% load factor unit rate to be charged shall be equal to \$0.05/Dth plus 75% of the difference between (a) the amount remaining when the Index Price specified in (2) below is subtracted from the Index Price specified in (1) below, less (b) the Compressor Fuel Value calculated as described below, plus \$0.05 / Dth.

- (1) Columbia Gulf Louisiana
- (2) REGT East

The Compressor Fuel Value shall be calculated by adding (i) the product of the applicable Compressor Fuel percentage as specified and in effect from time to time in REGT's Tariff times the Index Price set forth in (2) above, plus (ii) the EPC tracker.

In any event, however, the assumed 100% load factor unit rate shall never be below \$0.05.

Rate may default to maximum if Transporter is unable to collect Negotiated Rates for any reason during the term of the contract, and Shipper has termination right in such event. Unless Transporter otherwise agrees, the Commodity Rate shall be the applicable minimum, and the rate for any authorized overrun quantities shall be the greater of the applicable maximum Tariff rate or the applicable formula unit rate. Rate includes any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition costs surcharges.

Standard Rate and Related Provisions for Non-Maximum Rate Agreements, posted in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com," shall apply to this transaction

Effective Date: 01/01/2001 Status: Effective

FERC Docket: RP96-200-062

Second Revised Sheet No. 8K Second Revised Sheet No. 8K : Superseded

Superseding: First Revised Sheet No. 8K

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule Rate	Firm Contract Quantities (1)	Receipt Point(s)
Reliant Energy Arkla, 8K.01 See Sheet No. 8K.01	1019	FT	141,380 Dth/D	See Sheet No.
a division of Reliant	1019	NNTS	47,280 Dth/D	
Energy Resources Corp.	0031	FSS	2,507,000 Dth - 55,160 Dth/D	

(1) Contract Demand (FT), Contract Delivery Demand (NNTS), Maximum Storage Quantity (FSS) and Maximum Deliverability Quantity (FSS), respectively.

(2) Annualized base rate amount paid for reserved capacity and services utilized up to applicable Contract Limitations under all three (3) contracts: \$15,300,000 (each Year or pro rata for partial Year.) Shipper required to pay, in addition to base rate amount, any charges imposed on gas companies by legislative/regulatory action not presently reflected in Transporter's cost of service. Shipper not required to pay surcharges or add-ons to base rate amount attributable to: GRI (so long as voluntary and discountable prior to other components), ACA, adjustments for discounts or contract reductions, Order No. 528 and Order No. 636 transition cost surcharges. Following each Contract Year, calculation made of total amount paid for eligible services and true-up payment/credit made if amount collected varies from applicable base rate amount for Year or part thereof. Base rate amounts to be adjusted on pro rata basis to reflect changes in firm quantities per agreements.

(3) Rate applicable to specified receipt/delivery points, including any existing/future city gate delivery points established for Shipper in Oklahoma. If any other changes to primary points or Receipt Entitlements or if use points outside Oklahoma, unless otherwise agreed, then the maximum Tariff rate applies thereafter for all quantities under the Agreements. If use secondary points located in Oklahoma, then maximum rate applies for maximum quantity used on any Day and for entire Month.

(4) Shipper waives rights to receive any credits or benefits from rates, refunds, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the negotiated rates structure.

(5) Shipper has right to reduce applicable firm quantities (and reduce applicable base rate amount) if one of its customers currently served via the contracts bypasses Shipper and/or contracts for firm service on Transporter which replaces service from Shipper.

(6) As of the effective date of an order issued by the OCC requiring gas companies subject to its jurisdiction to unbundle gas services, Shipper and Transporter shall seek to establish a new base rate amount to be effective 180 days after said date, with such new rates to be established in each service area category established by Transporter based on publicly available rates then being charged by other intrastate or interstate pipelines transporting gas in the general geographic proximity of the service area category and which are providing service comparable to that being provided by Transporter.

If such rates are not publicly available, then the current rates shall continue in effect or, if there is no other viable pipeline provider for a particular service area category, then the rates shall be the Tariff maximum applicable rates. If the rates established by the foregoing are unacceptable to either party, then it should so notify the other. If Transporter so advises, then Shipper shall put the load out to bid; Transporter may bid but shall have no obligation to continue to provide service for that load. If Shipper so advises, then Shipper can terminate that load but Transporter can maintain it by agreeing to continue service at the unit rates applicable under the previous base rate amount.

(7) If, following the effective date of any unbundling order in Oklahoma, Transporter initiates discussions with and contracts to provide transport or storage services to customers which were previously traditional sales customers of an Oklahoma regulated intrastate pipeline, then Shipper may be required to put up for bids by third parties a portion of its load served under contracts with Transporter equal to the quantity of firm capacity such new customers transfer to Transporter. Activities conducted by Transporter in compliance with its open-access obligations under FERC regulations will not trigger this provision.

(8) If Shipper releases capacity, Shipper will receive credit for demand charges paid by replacement shipper up to the then-effective demand charge payable by Shipper for capacity released.

(9) Pursuant to GT&C Section 15, Transporter will provide as of November 1, 2001, on a not unduly discriminatory basis, additional flexibility under FSS and NNTS services: limited waiver to provide twenty-four (24) hours notice to bring on incremental flowing gas supplies pursuant to Rate Schedule NNTS, Section 3.4; under Rate

Schedule FSS, waive the Minimum Monthly Withdrawal Quantity for the month of November, limited waiver to permit the Working Gas Quantity remaining at end of Storage Contract Year to be up to thirty percent (30%) of Working Gas Quantity as of prior November 1, and limited waiver to suspend the Maximum Daily Withdrawal Quantity ratchet in Rate Schedule FSS, Section 6.2(c)(i).

Effective Date: 01/01/2001 Status: Effective

FERC Docket: RP96-200-064

Fifth Revised Sheet No. 8L Fifth Revised Sheet No. 8L : Superseded

Superseding: Fourth Revised Sheet No. 8L

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number Delivery Point(s)	Rate Schedule Rate	Maximum Advance Receipt Quantity*	Receipt
ONEOK Energy Marketing & located in REGT's Trading Company, L.P. Neutral, South,	850 (Deal Shipper's Pools in No. 833) the Neutral, North, South, West 1, and West 2 Pooling Areas eligible to receive gas from the Advance Receipt Account	SBS See Formula Below (Advance Receipts)	1,650,000 Dth	Points North, West 1, Pooling which gas received Pools in such

Formula Rates for Services up to Quantity limitations:

Daily Rate of \$0.01 per Dth for (i) the portion of Shipper's Advance Receipt account initially parked on that Day and (ii) that portion of said account equal to the quantity withdrawn on any following Day. In addition to the amounts provided for above, Transporter shall charge a Daily Rate and Carryover Rate which it may adjust each Month such that, notwithstanding the level of utilization of the services available hereunder, Shipper shall pay the applicable Monthly Billing Amount. For purposes hereof, the Monthly Billing Amount for the Months of January - March 2001 shall be \$112,875 and \$118,875 for any Months thereafter; provided, however, if Transporter issues an OFO affecting receipt of Gas into, or delivery out of, its Advance Receipt account in accordance with, and pursuant to, the terms and conditions of Transporter's Tariff and hereof, then Shipper shall receive a pro rata credit against its Monthly Billing Amount obligation for the Day affected. This Agreement shall replace and supersede ONEOK SBS Deal #509 as of January 1, 2001. Any quantities remaining in the Advance Receipt account under that transaction shall be automatically transferred to this account and such quantities shall be subject to the initial Day Daily Rate described above. The Rates specified herein will be available for the term stated but REGT cannot guarantee SBS capacity will be available. SBS capacity will be allocated based on requests made from time to time and available capacity awarded in accordance with the REGT Tariff.

The services provided will be pursuant to the applicable interruptible rate schedule. Shipper shall submit nominations by Deal Number (referenced above). Shipper shall provide and pay Compressor Fuel and/or Storage Fuel allowances and charges as required by REGT's Tariff. In addition to the above amounts, Shipper shall pay any applicable Tariff penalties, charges, fees, or assessments. Notwithstanding the provisions herein, GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges shall not be used to charge an amount exceeding the contractual rates above. Shipper shall not pay less at any time, than the minimum applicable Tariff rate. REGT may retain any refunds, credits and/or benefits which would result in a greater discount or economic benefit, on average over the term of Shipper's SA, than the contractual rates agreed to herein. The contractual rates herein apply only to the services described above including, without limitation, the points, quantities, and dates stated above.

* To receive no more than 35,000 Dth/Day during January 2001 (upto 55,000 Dth/Day thereafter); to deliver out of Advance Receipt account no more than 75,000 Dth/Day. Unless shorter period specified, each unit to be delivered no more than 30 days from date such unit received in advance (parked) unless REGT agrees to extensions.

Effective Date: 01/01/2001 Status: Effective
 FERC Docket: RP96-200-065

Original Sheet No. 8M Original Sheet No. 8M : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Receipt Point(s)	Contract Number Delivery Point(s)	Rate Schedule	Contract Quantity	Overrun Rate (\$/Dth)
-----	-----	-----	-----	-----
Potlatch Corporation	1002766	FT	Above	\$.335
All generally	All generally	(overrun)	9,000 Dth/D	
available Receipt	available Delivery			
Points	Points			

(1) Rate applicable to all overrun quantities, whether authorized or unauthorized.

(2) Shipper entering into companion Rate Schedule HFT transaction for one sixty (60) consecutive day period beginning January 1, 2001; and two ninety (90) consecutive day periods beginning December 1, 2001 and December 1, 2002, respectively. Pursuant to Section 15, GT&C, of Transporter's Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate such transaction. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by the September 30 immediately preceding the applicable December 1.

(3) Shipper agrees to utilize service under the above-described FT and HFT contracts to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter.

(4) GRI (only to the extent the charge is voluntary and discountable prior to any other component of the rate), ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition costs surcharges shall not be utilized to charge amounts in excess of the authorized overrun rate.

Effective Date: 02/01/2001 Status: Effective

FERC Docket: RP96-200-066

Original Sheet No. 8N Original Sheet No. 8N : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule	Contract Demand 7/ Rate 3/ 4/ 5/ 6/	Receipt Point(s)
Great Lakes following Great Lakes plants Chemical Corp. located in or near El Dorado, County, AR:	1000187	FT	9,200 Dth (through \$0.225/Dth (2/1/01 - 3/31/02) 3/31/01) \$0.215/Dth (4/1/02 - 3/31/07) 5,500 Dth (for remainder of term)	South Pooling Area The North Pooling Area Neutral Pooling Area Union West 2 Pooling Area South West 1 Pooling Area 1/
Plant DRN No. 265733				
Marysville Plant DRN No. 158932				
Central Plant DRN No. 265732				

1/ The only eligible receipts from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction.

3/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to cap collections at maximum rate (subject to deferred account procedure) or convert agreement to maximum rates; Shipper will have termination right if maximum greater than Negotiated Rates.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC, then Shipper shall continue to pay the agreed-to rates.

5/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

6/ To be eligible for the above rates at any time during the term of rate agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the rate agreement. Agreed-to rates shall apply if CD increased per Tariff to meet plant requirements.

7/ Shipper shall have a one-time right to reduce the Contract Demand levels specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

8/ For the term of rate agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

Effective Date: 03/01/2001 Status: Effective
 FERC Docket: RP96-200-067

Original Sheet No. 80 Original Sheet No. 80 : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand 7/	Receipt Point(s)
Delivery Point(s)		Rate 3/ 4/ 5/ 6/		
Bibler Bros.	1001227	FT	1,500 Dth	South Pooling Area At the
point of interconnection		\$0.205/Dth (expressed as		North Pooling Area
Lumber Co.		unit rate at an assumed		Neutral Pooling Area
between REGT's transmission		100% load factor		West 2 Pooling Area
facilitates and the facilities of				West 1 Pooling Area 1/ if
Reliant Energy Arkla, a division				near
Reliant Energy Resources, Corp,				are
Russellville, AR where deliveries				
made for the account of Shipper				

1/ The only eligible receipts from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction.

3/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to cap collections at maximum rate (subject to deferred account procedure) or convert agreement to maximum rates; Shipper will have termination right if maximum greater than Negotiated Rates.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any contracting member of the AGC, then Shipper shall continue to pay the agreed-to rates.

5/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

6/ To be eligible for the above rates at any time during the term of rate agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the rate agreement. Agreed-to rates shall apply if CD increased per Tariff to meet plant requirements.

7/ Shipper shall have a one-time right to reduce the Contract Demand levels specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

8/ For the term of rate agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8P Original Sheet No. 8P : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery Point(s)
2/	Rate 3/ 4/ 5/ 6/				
-----	-----	-----	-----	-----	
Cross Oil Refining	1000182	FT	3,200 Dth/D 8/	1/	Shipper's facilities
\$.2618/Dth (through 1/31/02)					located directly on
& Marketing, Inc.	\$.2318/Dth (remainder of term)				Transporter's
transmission	1002829	FT 11/	75 Dth/D		Line HM-18, near
\$.2728/Dth (through 3/31/02)					in Union County, AR.
Smackover,	\$.2428/Dth (remainder of term)				DRN No. 151005
		HFT 12/	250 Dth/D 13/		
\$.2828/Dth (through 3/31/02)					
\$.2528/Dth (remainder of term)					

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools), excluding any points west or south of Custer, Oklahoma.

2/ Unless otherwise provided, to be eligible for the rates Shipper shall not change the Delivery Point under TSA(s) during the term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis; for HFT, assumed 100% load factor unit rates shown based on aggregate hourly CD's for Day. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed upon rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ Service contracted for recurring periods (April - October) of each year through 2006.

12/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction.

Shipper elected up-front uniform service period of December 15 - March 15 of each contract year through

2007.

13/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8Q Original Sheet No. 8Q : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s) 2/ 12/ -----	Contract Number Rate 3/ 4/ 5/ 6/ 11/ 12/ -----	Rate Schedule -----	Contract Demand 8/ -----	Receipt Point(s) -----	Delivery -----
Temple-Inland	1000426	FT	3,000 Dth/D	1/	Shipper's Plant
	\$.2618/Dth (through 3/31/02)				
Forest Products Corp.					DRN No. 227165
	\$.2318/Dth (remainder of term)				

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff.
The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Delivery Point (Shipper's plant) located beyond Transporter's facilities on distribution system of Reliant Energy Arkla ("Arkla"), a division of Reliant Energy Resources Corp., and Transporter arranges for such deliveries through Arkla; Shipper may change Delivery Point to Arkla city gate and/or to a direct tap on Transporter's system (if requested and approved in accordance with Tariff and Shipper reimburses for costs incurred). Failure of Arkla to receive and/or deliver gas constitutes force majeure if Delivery Point not changed.

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates. If Shipper, AGC or contracting AGC member initiates, directly or indirectly, or supports proceeding to challenge REGT rates, REGT has option to require change in Delivery Point to city gate point.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ As long as Delivery Point remains behind Arkla, Shipper pays, in addition to all other rates and charges, \$.065/Dth (plus any increases by Arkla during term whether due to change from volumetric to demand charge or otherwise) for all deliveries plus all fuel, fees, penalties, gas retentions and/or imbalance, overrun or other such charges imposed by Arkla; if Transporter not allowed to charge or collect the above agreed-to amounts, then Transporter may adjust (including

retroactively) any of the rates and charges otherwise applicable under TSA to extent required to collect full amounts intended.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8R Original Sheet No. 8R : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)	Delivery
Point(s) 2/ 12/	Rate 3/ 4/ 5/ 6/ 11/ 12/				
Arkansas Steel Plant Associates 227166	1000198 \$.2618/Dth (through 3/31/02) \$.2318/Dth (remainder of term)	FT	1,500 Dth/D	1/	Shipper's DRN No.

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Delivery Point (Shipper's plant) located beyond Transporter's facilities on distribution system of Reliant Energy Arkla ("Arkla"), a division of Reliant Energy Resources Corp., and Transporter arranges for such deliveries through Arkla; Shipper may change Delivery Point to Arkla city gate and/or to a direct tap on Transporter's system (if requested and approved in accordance with Tariff and Shipper reimburses for costs incurred). Failure of Arkla to receive and/or deliver gas constitutes force majeure if Delivery Point not changed.

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates. If Shipper, AGC or contracting AGC member initiates, directly or indirectly, or supports proceeding to challenge REGT rates, REGT has option to require change in Delivery Point to city gate point.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ As long as Delivery Point remains behind Arkla, Shipper pays, in addition to all other rates and charges, \$.065/Dth (plus any increases by Arkla during term whether due to change from volumetric to demand charge or otherwise) for all deliveries plus all fuel, fees, penalties, gas retentions and/or imbalance, overrun or other such charges imposed by Arkla; if Transporter not allowed to charge or collect the above agreed-to amounts, then Transporter may adjust (including retroactively) any of the rates and charges otherwise applicable under TSA to extent required to collect

full amounts intended.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8S Original Sheet No. 8S : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)	Delivery
Point(s) 2/ 12/	Rate 3/ 4/ 5/ 6/ 11/ 12/				
Arkansas Aluminum	1000671	FT	1,550 Dth/D	1/	Shipper's Plant
	\$.2618/Dth (through 3/31/02)				
Alloys, Inc.					DRN No. 226839
	\$.2318/Dth (remainder of term)				

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Delivery Point (Shipper's plant) located beyond Transporter's facilities on distribution system of Reliant Energy Arkla ("Arkla"), a division of Reliant Energy Resources Corp., and Transporter arranges for such deliveries through Arkla; Shipper may change Delivery Point to Arkla city gate and/or to a direct tap on Transporter's system (if requested and approved in accordance with Tariff and Shipper reimburses for costs incurred). Failure of Arkla to receive and/or deliver gas constitutes force majeure if Delivery Point not changed.

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates. If Shipper, AGC or contracting AGC member initiates, directly or indirectly, or supports proceeding to challenge REGT rates, REGT has option to require change in Delivery Point to city gate point.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ As long as Delivery Point remains behind Arkla, Shipper pays, in addition to all other rates and charges, \$.065/Dth (plus any increases by Arkla during term whether due to change from volumetric to demand charge or otherwise) for all deliveries plus all fuel, fees, penalties, gas retentions and/or imbalance, overrun or other such charges imposed by Arkla; if Transporter not allowed to charge or collect the above agreed-to amounts, then Transporter may adjust (including retroactively) any of the rates and charges otherwise applicable under TSA to extent required to collect full amounts

intended.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8T Original Sheet No. 8T : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery Point(s)
2/	Rate 3/ 4/ 5/ 6/				
Cooper Tire and inter-	1002577	FT	230 Dth/D 8/	1/	At the point of
Rubber Company the	\$.2618/Dth (through 3/31/02)				connection between
	\$.2318/Dth (remainder of term)				facilities of REGT
and		HFT 11/	70 Dth/D 12/		Reliant Energy
Arkla, a	\$.2828/Dth (through 3/31/02)				Division of
Reliant Energy	\$.2528/Dth (remainder of term)				Resources Corp.,
near					El Dorado, AR
where deliveries					are made for the
account of					Shipper. DRN No.

282357

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point during term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis; for HFT, assumed 100% load factor unit rate shown based on aggregate hourly CD's for Day. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that

Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction.

Shipper elected up-front uniform service period of December - February of each contract year through 2007.

12/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach

cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT

Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

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 FERC Docket: RP96-200-069

Original Sheet No. 8U.01 Original Sheet No. 8U.01 : Superseded

STATEMENT OF NEGOTIATED RATES
 (continued)

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)	Delivery Point(s) 2/
12/	3/ 4/ 5/ 6/ 11/ 12/				
Cooper Tire and (Texarkana) Rubber Company	1000181 \$.2618/Dth (through 3/31/02) \$.2318/Dth (remainder of term)	FT (through 3/31/02)	1,800 Dth/D	1/	Shipper's Plant DRN No. 150993

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8V Original Sheet No. 8V : Superseded

STATEMENT OF NEGOTIATED RATES						
Shipper Name	Contract Number	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery Point(s)	
2/	Rate	3/ 4/ 5/ 6/				
-----	-----	-----	-----	-----		
Weyerhaeuser Co. inter-	1002147	FT	300 Dth/D	8/	1/	At the point of connection
	\$.2618/Dth (through 3/31/02)					
between the	\$.2318/Dth (remainder of term)					
		HFT 11/	100 Dth/D	12/		facilities of
REGT and	\$.2828/Dth (through 3/31/02)					Reliant Energy
Arkla, a	\$.2528/Dth (remainder of term)					Division of
Reliant Energy						Resources Corp.,
near						DeQueen, AR where
deliveries						are made for the
account of						Shipper. DRN
No. 282316						

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point during term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis; for HFT, assumed 100% load factor unit rate shown based on aggregate hourly CD's for Day. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading

regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.
11/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction.
Shipper elected up-front uniform service period of December - February of each contract year through 2007.

12/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8W Original Sheet No. 8W : Superseded

STATEMENT OF NEGOTIATED RATES					
Shipper Name	Contract	Rate	Contract	Receipt Point(s)	Delivery
Point(s)	Number	Schedule	Demand		
2/	Rate	3/ 4/ 5/ 6/	8/		
-----	-----	-----	-----	-----	-----
Columbian Chemicals	1000506	FT	1,800 Dth/D	1/	Shipper's
facility located	\$.2618/Dth	(through 1/31/02)			directly on
Company					transmission
Transporter's	\$.2318/Dth	(remainder of term)			
line in Union					County, near El
Dorado, AR.					DRN No. 158969

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools), excluding any points west or south of Custer, Oklahoma.

2/ Unless otherwise provided, to be eligible for the rates Shipper shall not change the Delivery Point under TSA(s) during the term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed upon rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8X Original Sheet No. 8X : Superseded

STATEMENT OF NEGOTIATED RATES						
Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)	Delivery Point(s)	
2/	Rate 3/ 4/ 5/ 6/	-----	-----	-----	-----	
El Dorado Chemical located Company	1000184	FT	1,800 Dth/D	1/	Shipper's facility	
Transporter's	\$.2618/Dth (through 1/31/02)				directly on	
in Union	\$.2318/Dth (remainder of term)				transmission line	
Dorado, AR.					County, near El	
					DRN No. 158970	

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools), excluding any points west or south of Custer, Oklahoma.

2/ Unless otherwise provided, to be eligible for the rates Shipper shall not change the Delivery Point under TSA(s) during the term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed upon rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

Effective Date: 04/01/2001 Status: Effective

FERC Docket: RP96-200-069

Original Sheet No. 8Y Original Sheet No. 8Y : Superseded

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery Point(s)
2/	Rate 3/ 4/ 5/ 6/				
Norandal USA, inter-	1001159	FT	450 Dth/D 8/	1/	At the point of
Inc.	\$.2618/Dth (through 3/31/02)				connection between
the	\$.2318/Dth (remainder of term)	HFT 11/	150 Dth/D 12/		facilities of REGT
and	\$.2828/Dth (through 3/31/02)				Reliant Energy
Arkla, a	\$.2528/Dth (remainder of term)				Division of Reliant
Energy					Resources Corp.,
near Newport,					AR where deliveries
are made for					the account of

Shipper. DRN No. 222110

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point during term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis; for HFT, assumed 100% load factor unit rate shown based on aggregate hourly CD's for Day. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction. Shipper elected up-front uniform service period of December - February of each contract year through 2007.

12/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

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FERC Docket: RP96-200-069

Original Sheet No. 8Z Original Sheet No. 8Z : Superseded

STATEMENT OF NEGOTIATED RATES						
Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)	Delivery	
Point(s) 2/	Rate 3/ 4/ 5/ 6/					
-----	-----	-----	-----	-----	-----	
Producers Rice Mill, Inc.	1001196	FT	1,600 Dth/D	1/	At the point of connection	
between the	\$.2618/Dth (through 3/31/02)				facilities of	
REGT and	\$.2318/Dth (remainder of term)				Reliant Energy	
Arkla, a					Division of	
Reliant Energy					Resources Corp.,	
near					Stuttgart, AR	
where					deliveries are	
made for					the account of	
Shipper.					DRN No. 222118	

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point under this TSA during term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that

Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

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Original Sheet No. 8Aa.01 Original Sheet No. 8Aa.01 : Superseded

STATEMENT OF NEGOTIATED RATES
 (continued)

Shipper Name Point(s) 2/ 12/	Contract Number	Rate Schedule						Contract Demand	Receipt Point(s)	Delivery
		Rate	3/	4/	5/	6/	11/ 12/			
Riceland Foods, Plant Inc. 282256, 282255	1000199	FT \$.2618/Dth (through 3/31/02)						4,900 Dth/D 8/	1/	Shipper's DRN No.'s
		\$.2318/Dth (remainder of term)								
		HFT /13 \$.2828/Dth (through 3/31/02)						300 Dth/D 14/		& 150982
		\$.2528/Dth (remainder of term)								

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

13/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction.

Shipper elected up-front uniform service period of December - February of each contract year through 2007.

14/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

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Original Sheet No. 8Af.01 Original Sheet No. 8Af.01 : Superseded

STATEMENT OF NEGOTIATED RATES
 (continued)

Shipper Name	Contract Number	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery Point(s) 2/
12/ Rate	3/ 4/ 5/ 6/ 11/ 12/				
-----	-----	-----	-----	-----	
Wabash Alloys,	1000204	FT	650 Dth/D 8/	1/	Shipper's Plant
\$.2618/Dth	(through 3/31/02)				
L.L.C.					DRN No. 282235
\$.2318/Dth	(remainder of term)				
		HFT /13	275 Dth/D 14/		
\$.2828/Dth	(through 3/31/02)				
\$.2528/Dth	(remainder of term)				

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

13/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction. Shipper elected up-front uniform service period of December - February of each contract year through 2007.

14/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

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Original Sheet No. 8Ag.01 Original Sheet No. 8Ag.01 : Superseded

STATEMENT OF NEGOTIATED RATES
 (continued)

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)	Delivery Point(s) 2/
12/	3/ 4/ 5/ 6/ 11/ 12/				
GEO Specialty	1000662	FT	800 Dth/D	1/	Shipper's Plant
	\$.2618/Dth (through 3/31/02)				
Chemicals Inc.					DRN No. 282346
	\$.2318/Dth (remainder of term)				

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

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 FERC Docket: RP96-200-061

Substitute Original Sheet No. 8B.01 Substitute Original Sheet No. 8B.01 : Superseded

FT and NNTS RECEIPT & DELIVERY POINTS

RECEIPT POINTS:

DRN No.	NORTH POOLING AREA:	DRN No.	SOUTH POOLING AREA:	DRN No.	NEUTRAL POOLING AREA:
287460	TGT @ W Memphis IC	89183	Vastar Walker Creek IC	26083	ONG @ Latimer
36833	WNG @ Jane, MO Rec.	94859	Duke @ Carthage Plt LP	350002(P)	ONEOK @ Potato Hill
1484	TGT @ Helena, AR Del Pools*		Pools*	17437	Transok @ Red Oak
				67337	Transok @ AC
				133175	Enogex @ Red Oak
				2084(P)	Enogex @ Chandler
				94130	Amoco Red Oak IC
				11764	Transok @ Limestone
				31865	Vastar @ Wilburton

Pools

All generally available Pools and Additional Individual Receipt Points located in the North or South Pooling Areas.

DELIVERY POINTS:

DRN No.	SOUTHWEST ARKANSAS (cont.)	DRN No.	SOUTHWEST ARKANSAS (cont.)	DRN No.	SOUTHWEST ARKANSAS
287252	ARKADELPHIA	287403	SMACKOVER	287204	WALDO
286927	GURDON	287185	STRONG	287101	BRADLEY-TAYLOR
LATERAL					
286889	DELIGHT TB	286958	JUNCTION CITY	287123	RE 551
286747	CAMDEN	287137	RE 75	287144	RE 904
286784	FORDYCE	287078	RE 181	286895	DONALDSON
286769	BEARDEN	287085	RE 229	287216	RE 1347 GLENDALE
286930	HAMPTON	287334	RE 440		Nashville (TOTAL)
286742	EAST CAMDEN	287121	RE 524	286821	Nashville
286876	CHIDESTER ARK(BLUFF CITY)	64718(P)	RE 660	286996	South Nashville
62747(P)	RISON	287044	RE 1187	287366	ASHDOWN
286871	CARTHAGE	286943	HOPE	286989	MINERAL SPRINGS
various	KM-43	287351	PRESCOTT	287090	TOLLETT (RE 254)
287134	RE 73	287175	SPRINGHILL	287296	WILTON
287084	RE 227	286749	BLEVINS MCCASKILL	286916	FOREMAN
EL DORADO (TOTAL)		287142	RE 858 #2	287316	MURFREESBORO
208435	El Dorado	286829	RE 1199	287314	MENA DEQUEEN SYS
287289	West El Dorado (Goodwin)	287306	MAGNOLIA	208445	TEXARKANA SPLIT
61745(P)	Northwest El Dorado	287384	STAMPS	286918	FOUKE
286741	CALION	286906	EMERSON	080704(P)	GARLAND CITY
286952	HUTTIG	286972	MCNEIL	various	MISC. PIPELINE TAPS
71101(P)	LOUANN	286967	LEWISVILLE	various	SMALL COMMUNITIES
286999	NORPHLET	287180	STEPHENS		

DRN No.	SOUTHEAST ARKANSAS	DRN No.	EAST ARKANSAS
287013	PINE BLUFF	287211	WEST MEMPHIS
287025	PRATTSVILLE	287278	EARLE
287169	SHERIDAN	286817	MARKED TREE
287024	POYEN	286974	MARION
286965	LEOLA	286883	CRAWFORDSVILLE
286901	DLL-5 (PINE BLUFF & MONTICELLO)	287011	PARKIN
287151	REDFIELD	286966	LEPANTO
287395	RE 149	287198	TURRELL
287125	RE 576	181709(P)	TYRONZA
047718(P)	RE 589	various	MISC. PIPELINE TAPS
287088	RE 247	various	SMALL COMMUNITIES
287022	RE 829 PORT AUTHORITY		
287326	RE 1235 (TO NCTR)		
1361	RE 1271 (TO PB ARSENAL)		
287292	STUTTGART		

287229	DLL-6	ALMYRA-DEWITT
various	MISC.	PIPELINE TAPS
various	SMALL	COMMUNITIES

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Original Sheet No. 8K.01 Original Sheet No. 8K.01 : Superseded

FT AND NNTS RECEIPT & DELIVERY POINTS

RECEIPT POINTS

DRN No.	West 1 Pooling Area	DRN No.	West 2 Pooling Area
16583	Enogex Lookeba Pools*	17598	ONG @ Purcell Pools*

* All generally available Pools and Additional Individual Receipt Points located in the West 1 or West 2 Pooling Area

DELIVERY POINTS

DRN No.	Eastern OK	DRN No.	East Central OK	DRN No.	West Central OK
286980	McAlester TB2	17926	Ada TBS #1-1	287275	Duncan TB #1-1
780203P	McAlester TB #1-1	286866	Ada TBS #1-2	286775	Duncan TB 1-2
286979	McAlester TB #1-2	286867	Ada TBS #5	287276	Duncan TB South
287255	Atoko TB No. 1	286868	Ada TBS #7	286776	Duncan TB South
286931	Hartshorne TB	287350	Seminole TBS #1-1	286902	Duncan TB #4
287212	Wilburton TB	286846	Seminole TBS #1-2	286756	Chickasha
286878	Coalgate TB No. 1	286810	Allen TB	287264	Chickasha TB A
286879	Coalgate TB. No. 2	287313	Maud	287263	Chickasha TB #2-1
287197	Tupolo TB	287182	Stonewall TBS	286755	Chickasha TB #2-2
286963	Kiowa TB	286740	Byng TBS	287266	Comanche
various	Small Communities	287183	Stratford TB	286818	Marlow TB #1-1
various	Pipeline Taps	various	Small Communities	287312	Marlow TB #1-2
		various	Pipeline Taps	287179	RE 510 #1
				287117	RE 510 #2
				208441	Lawton TB East A
				287219	Lawton TB East B
				287364	Lawton TB North A
				286861	Lawton TB North B
				286905	Elgin
				286912	Fletcher
				287181	Sterling
				287191	Temple
				various	Small Communities
				various	Pipeline Taps
DRN No.	Western OK				
287191	Altus OK TBS #1-1				
287365	Altus OK TBS #1-2				
287336	Altus-Bradford Rd #2-1				
287230	Altus-Bradford Rd #2-2				
287309	Mangum TB 1-1				
286809	Mangum TB 1-2				
286764	Blair TBS				
287006	Olustee TBS				
742201P	Blackwell TBA				
742202P	Blackwell TB B				
286761	Blackwell TB E				
286762	Blackwell TB G				
742706P	Blackwell TB D				
286752	Braman TBS				
286982	Medford TBS				
287021	Pond Creek TBS				
287357	Tonkawa TB A				
286851	Tonkawa TB B				
286920	Garber TB				
286964	Lamont TB				
287361	Weatherford TB #2-1				
286855	Weatherford TB #2-2				
287207	Weatherford TB #1				
287392	Sayre TBS #1-1				
287381	Sayre TBS #1-2				
287206	Watonga				
287002	Okeene TB #2				
287003	Okeene TB #1				
287282	Fairview TBS #1-1				
286781	Fairview TBS #1-2				
286744	Canton				
287193	Thomas				
2/6874	Cheyenne TBS				
286870	Canute, DL-21				
286953	Hydro				
286929	Hammon TBS				
286936	Hinton				
287226	Rimrock System, DL-37				
various	Small Communities				
various	Pipeline Taps				

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Original Sheet No. 8Q.01 Original Sheet No. 8Q.01 : Superseded

STATEMENT OF NEGOTIATED RATES
 (continued)

Shipper Name Point(s) 2/ 12/	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)	Delivery
-----	-----	-----	-----	-----	-----
Temple-Inland	1000426	FT	3,000 Dth/D	1/	Shipper's Plant
	\$.2618/Dth (through 3/31/02)				
Forest Products Corp.					DRN No. 227165
	\$.2318/Dth (remainder of term)				

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

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Original Sheet No. 8R.01 Original Sheet No. 8R.01 : Superseded

STATEMENT OF NEGOTIATED RATES
(continued)

Shipper Name Point(s) 2/ 12/ -----	Contract Number Rate 3/ 4/ 5/ 6/ 11/ 12/ -----	Rate Schedule -----	Contract Demand 8/ -----	Receipt Point(s) -----	Delivery -----
Arkansas Steel Plant Associates 227166	1000198 \$.2618/Dth (through 3/31/02) \$.2318/Dth (remainder of term)	FT	1,500 Dth/D	1/	Shipper's DRN No.

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

Effective Date: 04/01/2001 Status: Effective
 FERC Docket: RP96-200-069

Original Sheet No. 8S.01 Original Sheet No. 8S.01 : Superseded

STATEMENT OF NEGOTIATED RATES
 (continued)

Shipper Name Point(s) 2/ 12/	Contract Number Rate 3/ 4/ 5/ 6/ 11/ 12/	Rate Schedule	Contract Demand 8/	Receipt Point(s)	Delivery
Arkansas Aluminum	1000671	FT	1,550 Dth/D	1/	Shipper's Plant
	\$.2618/Dth (through 3/31/02)				
Alloys, Inc.					DRN No. 226839
	\$.2318/Dth (remainder of term)				

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

FERC Docket: RP96-200-073

First Revised Sheet No. 8U.01 First Revised Sheet No. 8U.01 : Superseded

Superseding: Original Sheet No. 8U.01

STATEMENT OF NEGOTIATED RATES
(continued)

Contract	Rate	Receipt					
Shipper Name	Number	Schedule	Contract	Demand	Point(s)	Delivery	
Point(s)	2/ 12/	Rate 3/ 4/ 5/ 6/	11/ 12/				
-----	-----	-----	-----	-----	-----	-----	
Cooper Tire and Shipper's Plant (Texarkana)	1000181	FT	1,800 Dth/D 8/		South Pooling Area 1/		
		\$.2618/Dth (through 3/31/02)					
Rubber Company		HFT 13/	300 Dth/D 14/			DRN No.	
150993		\$.2318/Dth (remainder of term)					
		\$.2828/Dth (through 3/31/02)					
		\$.2528/Dth (remainder of term)					

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

13/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction. Shipper elected up-front uniform service period of December - February of each contract year through 2007.

14/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

Effective Date: 01/01/2001 Status: Effective

FERC Docket: RP96-200-061

Substitute Original Sheet No. 8B.02 Substitute Original Sheet No. 8B.02 : Superseded

FT and NNTS DELIVERY POINTS
(Continued)

DRN No.	NORTHEAST ARKANSAS	DRN No.	NORTH CENTRAL ARKANSAS
287257	BATESVILLE	286880	CONWAY
286998	NEWARK	186706(P)	GREENBRIAR TB
286823	NEWPORT	various	BM-21 RURALS
287209	WEINER	286992	MORRILTON
286891	MCCRORY DL-9-10	285952	PLUMERVILLE
various	PIPELINE TAPS (NEWPORT)	286890	DL-28 OPELLO-PERRY
287067	RE 1301	170702(P)	RE 616
286917	FORREST CITY	016773(P)	RE 466
287363	WYNNE	287274	DL 25 CLINTON
180210(P)	BRINKLEY	287291	HEBER SPRINGS
180704(P)	COTTON PLANT	186709(P)	QUITMAN
180701(P)	PALESTINE	various	BM-21
180216(P)	HELENA/WEST HELENA #2	287168	SEARCY
287310	MARIANNA	287301	JUDSONIA TB
500009(P)	DL-65 AUBREY-MORO	286960	KENSETT
047744(P)	DL-62 ONEIDA-ELAINE	286792	BALD KNOB
287116	RE 505	287261	BRADFORD
287126	RE 597	287009	PANGBURN
208432	JONESBORO	various	SEARCY RURALS
287196	TRUMAN	N LITTLE ROCK/JACKSONVILLE (TOTAL)	
286754	BROOKLAND	287399	NLR TB DL-31
286794	BAY	287343	NLR TB BM-18 W.
286825	PARAGOULD	016708	Crystal Hill TB #3
various	MISC. PIPELINE TAPS	286991	Morgan TB (Maumelle)
various	SMALL COMMUNITIES	286805	NLR
		287397	Jacksonville (BM-18 East)
		287038	RE 1135 (RE 354)
		287214	WRIGHT
		various	MISC. PIPELINE TAPS
		various	SMALL COMMUNITIES

DRN No.	SOUTH CENTRAL ARKANSAS	DRN NO.	NORTHWEST ARKANSAS
286771	BENTON	287396	RUSSELLVILLE
286932	HASKEL	286791	ATKINS
287195	TRASKWOOD	287271	DARDANELLE
287074	RE 16	216777(P)	LAMAR
287352	RE 204	016716(P)	LONDON
287114	RE 496	286746	DLL-7 (DANVILLE-BELLEVILLE)
287237	HOT SPRINGS	016964(P)	HECTOR
287119	RE 517	187702(P)	RE 1042
287308	MALVERN	various	MISC. PIPELINE TAPS
286834	ROCKPORT RE 171	various	SMALL COMMUNITIES
287131	RE 638		
various	MISC. PIPELINE TAPS		
287372	LITTLE ROCK		
various	SMALL COMMUNITIES		

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

First Revised Sheet No. 9 First Revised Sheet No. 9 : Effective
Superseding: Original Sheet No. 9

Sheet No. 9

is reserved for future use.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

Sheet Nos. 10 - 13 Sheet Nos. 10 - 13 : Effective

Sheet Nos. 10 through 13
are reserved for future use.

Effective Date: 06/01/2002 Status: Effective
 FERC Docket: RP00-482-004

Substitute Original Sheet No. 14 Substitute Original Sheet No. 14 : Effective

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS
 (\$/Dth)

RATE SCHEDULE %	BASE RATE	Sec. 28.4	Adjustments		FUEL USE %	LUFG
			MAXIMUM RATE	MINIMUM RATE		
----- -----	----	----	-----	-----	-----	
RSS - REVERSE STORAGE						
RESERVATION FEE						
10 DAY	\$2.4602	-----	\$2.4602	\$0.0000		
20 DAY	\$4.3708	-----	\$4.3708	\$0.0000		
COMMODITY 0.32%	\$0.0184	0.0018	\$0.0202	\$0.0202	0.81%	
OVERRUN						
10 DAY	\$0.2644	0.0018	\$0.2662	\$0.0202		
20 DAY	\$0.2369	0.0018	\$0.2387	\$0.0202		

FUEL RATES:

Transporter shall retain Fuel Use and LUFG equal to the product of the sum of the applicable Fuel Use and LUFG percentages multiplied by the quantity withdrawn by Transporter for delivery to Shipper. The Fuel Use and LUFG rates stated above are pursuant to Section 27 of the General Terms and Conditions.

Effective Date: 11/01/2002 Status: Effective

FERC Docket: RP02-561-000

Second Revised Sheet No. 15 Second Revised Sheet No. 15 : Effective

Superseding: Substitute First Revised Sheet No. 15

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS
(\$/Dth)

RATE SCHEDULE PHS - PERRYVILLE HUB SERVICE

WHEELING -----	MAXIMUM RATE -----	DELHI FUEL USE % -----	DELHI LUFG % -----
WHEELING RATE	\$0.0305	0.18%	0.16%

For wheeling transactions with receipts at Perryville Hub Receipt Points west of Transporter's Delhi Compressor Station and deliveries at Transporter's Columbia Gulf and Tennessee 800 Perryville Hub Delivery Points, Transporter shall retain Delhi Fuel Use and Delhi LUFG equal to the product of the sum of the Delhi Fuel Use and Delhi LUFG percentages multiplied by the quantity received by Transporter. The Delhi Fuel Use and Delhi LUFG rates stated above are pursuant to Section 27 of the General Terms and Conditions.

PARK AND LOAN -----	MAXIMUM RATE -----
ACTIVITY RATE	\$0.2201
INVENTORY RATE	\$0.2201

MINIMUM RATES:

The minimum applicable rates for the above services shall be \$0.0000.

Effective Date: 12/01/2002 Status: Pending

FERC Docket: RP02-196-003

Third Revised Sheet No. 15 Third Revised Sheet No. 15 : Pending

Superseding: Second Revised Sheet No. 15

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS
(\$/Dth)

RATE SCHEDULE PHS - PERRYVILLE HUB SERVICE

WHEELING -----	MAXIMUM RATE -----	DELHI FUEL USE % -----	WHEELING LUFG % -----
WHEELING RATE	\$0.0305	0.18%	0.16%

FUEL RATES:

For all wheeling transactions, Transporter shall retain Wheeling LUFG equal to the product of the Wheeling LUFG percentage multiplied by the quantity received by Transporter.

For wheeling transactions with receipts at Perryville Hub Receipt Points west of Transporter's Delhi Compressor Station and deliveries at Transporter's Columbia Gulf and Tennessee 800 Perryville Hub Delivery Points, Transporter shall also retain Delhi Fuel Use equal to the product of the Delhi Fuel Use percentage multiplied by the quantity received by Transporter. The Delhi Fuel Use and Wheeling LUFG rates stated above are pursuant to Section 27 of the General Terms and Conditions.

PARK AND LOAN -----	MAXIMUM RATE -----
ACTIVITY RATE	\$0.2201
INVENTORY RATE	\$0.2201

MINIMUM RATES:

The minimum applicable rates for the above services shall be \$0.0000.

Effective Date: 06/01/2002 Status: Effective
 FERC Docket: RP00-482-003

First Revised Sheet No. 17 First Revised Sheet No. 17 : Effective
 Superseding: Original Sheet No. 17

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS

MISCELLANEOUS CHARGES		\$/Dth	
CYCLING PENALTY CHARGE		\$ 0.25	
UNAUTHORIZED GAS CHARGE		\$ 0.25	
STANDARD OFO (FAILURE TO COMPLY)		200% of Daily Index Price	
EMERGENCY RESPONSE OFO (FAILURE TO COMPLY)		300% of Daily Index Price	
		IF SECTION 20, GT&C NOT INVOKED	IF SECTION 20, GT&C INVOKED
QUANTITIES		\$/DTH	RANGE OF UNAUTHORIZED
EXCESS CONTRACT QUANTITIES RATE	200% of maximum applicable Overrun Rate	\$35.00	>2% to = 5%
		The greater of \$50.00 or the Gas Cost	>5% to =10%
		The greater of \$75.00 or the Gas Cost	>10%
UNAUTHORIZED SERVICE FEE	200% of maximum applicable NNTS Overrun Rate, or, if none, the applicable NNTS rate expressed on unit basis using an assumed 100% load factor	\$10.00	
EXCESS SERVICE RATE	200% of maximum applicable Overrun Rate	\$ 5.00	

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

First Revised Sheet No. 29 First Revised Sheet No. 29 : Effective
Superseding: Original Sheet No. 29

Sheet No. 29 is reserved for future use.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

First Revised Sheet No. 30 First Revised Sheet No. 30 : Effective
Superseding: Original Sheet No. 30

Sheet No. 30 is reserved for future use.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

First Revised Sheet No. 31 First Revised Sheet No. 31 : Effective
Superseding: Original Sheet No. 31

Sheet No. 31 is reserved for future use.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

First Revised Sheet No. 32 First Revised Sheet No. 32 : Effective
Superseding: Original Sheet No. 32

Sheet No. 32 is reserved for future use.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

First Revised Sheet No. 33 First Revised Sheet No. 33 : Effective

Superseding: Original Sheet No. 33

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests transportation of Gas on a firm, self-implementing basis from Transporter when:

- (a) Transporter determines that transportation service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
- (b) Transporter has received a complete request for transportation containing the items listed commencing on Sheet No. 467 of this Tariff, via electronic means using the Internet unless Transporter otherwise agrees;
- (c) Transporter has reviewed the request and determined that sufficient available and uncommitted capacity exists to perform the firm transportation service requested; and
- (d) Shipper and Transporter have executed a Service Agreement for firm transportation service in the form commencing on Sheet No. 477 of this Tariff, which shall be via electronic means using the Internet unless Transporter otherwise agrees. For written agreements, the requirement of this Section 1(d) shall be satisfied if Transporter has received a facsimile copy of a Service Agreement executed by Shipper, subject to Shipper's prompt transmittal of duplicate originals of such Service Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to the transportation of Gas by Transporter pursuant to a Service Agreement executed by Transporter and Shipper providing for transportation service each Day on a firm basis up to the Contract Demand, the Receipt Entitlements, the Maximum Delivery Obligations and/or the Maximum Receipt Obligations, as applicable, and subject to the provisions of the Service Agreement and the General Terms and Conditions of this Tariff.

Effective Date: 05/01/2002 Status: Effective

FERC Docket: RP02-196-001

First Revised Sheet No. 37 First Revised Sheet No. 37 : Effective
Superseding: Original Sheet No. 37

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(continued)

- 3.3 Shipper shall provide and Transporter shall retain Fuel Use and
LUFG in-kind in the percentages and in the manner

Effective Date: 05/01/2002 Status: Effective

FERC Docket: RP02-196-001

Second Revised Sheet No. 38 Second Revised Sheet No. 38 : Effective

Superseding: First Revised Sheet No. 38

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(continued)

described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff; provided, however, Transporter is entitled to assess a zero charge for Fuel Use and Electric Power Costs for transactions that do not require the use of compression on Transporter's system. Such transactions are identified in Section 27.6 of Transporter's General Terms and Conditions, and Transporter will assess a LUFG charge for those transactions. Fuel Use and/or LUFG retention shall be in addition to any Storage Fuel Use and LUFG which Shipper shall provide and Transporter shall retain for service under Rate Schedule FSS.

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions set forth and agreed to by Transporter under an agreement for such discounted service. Said rates are subject to adjustment as provided in the General Terms and Conditions.

5. MONTHLY BILL:

5.1 Calculation.

The bill for a Service Month shall be the sum of:

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

Second Revised Sheet No. 41 Second Revised Sheet No. 41 : Effective
Superseding: First Revised Sheet No. 41

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(continued)

5. MONTHLY BILL (continued)

Contract Quantities Rate, as specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. In the event that Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, the higher charges shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas for the Excess Contract Quantities will be assessed. If Transporter has not invoked the provisions of Section 20 of the General Terms and Conditions, it will not assess Excess Contract Quantities penalties until it has first given the affected Shipper(s) twenty-four (24) hours' notice, which notice shall be, in Transporter's sole discretion notwithstanding any other provisions contained in this Tariff, via facsimile, telephone (including a message via voice mail or other messaging) or e-mail, or otherwise during the scheduling process via the Internet. Transporter may waive all or part of any such charges.

- (c) Monthly Imbalances: A bill for a Service Month may be adjusted in the event that Shipper has Monthly Imbalances, as described in Section 5.7 of the General Terms and Conditions.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

Fourth Revised Sheet No. 42 Fourth Revised Sheet No. 42 : Effective
Superseding: Third Revised Sheet No. 42

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(continued)

5. MONTHLY BILL (continued)

5.3 Oerrun Gas.

- (a) Authorized Oerrun: Shipper may request, in accordance with Section 5 of the General Terms and Conditions, or Transporter may consent, to deliver quantities of Gas for Shipper's account for any given time period during the Service Month in excess of the Contract Limitations. Transporter's consent to authorized Oerrun Gas quantities may be rescinded, and notification that Oerrun Gas quantities will not be scheduled or will be reduced may be communicated via Transporter's Internet Web Site; provided, however, that Transporter shall also make reasonable efforts to contact those Shippers who had nominated and scheduled authorized oerrun quantities for the applicable period prior to the posting, via telephone, facsimile or electronically via the Internet, which may occur during the scheduling process. If, in order to schedule service under Rate Schedule HFT, a Shipper receiving authorized oerrun quantities must be bumped during the Day other than pursuant to the timelines provided in Section 5.5(a)(i) of the GT&C, Transporter will provide notice as soon as practicable (but at least sixty (60) minutes prior to bumping) electronically via the Internet or by telephone to such Shipper. Transporter shall provide telephonic notice by placing a call to a number which must be supplied by Shipper, available twenty-four (24) hours per Day, and equipped with voice mail or other electronic messaging. Transporter may render the requested service on an interruptible basis, subject to the terms of Rate Schedule IT, if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations, and such quantities shall be considered authorized Oerrun Gas under this Rate Schedule.
- (b) Unauthorized Oerrun: All quantities transported for Shipper's account which exceed the amount Shipper is authorized to transport at any given time, other than Oerrun Gas authorized as described in Section 5.3(a) above, shall be considered unauthorized.

Effective Date: 06/06/1999 Status: Effective

FERC Docket: GT99- 30-000

Original Sheet No. 46 - 97 Original Sheet No. 46 - 97 : Superseded

Sheet Nos. 46 through 97
are reserved for future use.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

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

Superseding: Original Sheet No. 47

RATE SCHEDULE HFT
HOURLY FIRM TRANSPORTATION SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.2 The rights, obligations, limitations and operational conditions and restraints applicable to service under this Rate Schedule shall be the same as those applicable to service under Rate Schedule FT, unless inconsistent with the provisions of this Rate Schedule or otherwise provided in this Tariff.
- 2.3 Transporter shall not be required to install, operate or maintain any additional equipment or facilities in order to provide requested service under this Rate Schedule.
- 2.4 Shipper shall submit delivery nominations and receipt nominations for each Hour of service hereunder. Such hourly nominations may be submitted in advance for as many Hours as are within the term of Shipper's Service Agreement. Unless Transporter agrees otherwise, and subject to the requirements for notice to interruptible Shippers being bumped provided in this Tariff, Shipper must submit nominations at least one (1) Hour prior to the time requested to be effective. Transporter shall not be obligated to schedule any nominations which require confirmation and scheduling from connected entities that do not provide hourly confirmations and scheduling in a manner consistent with Transporter. Transporter will schedule valid nominations which do not require confirmation and scheduling from such connected entities, unless Transporter determines that to do so would have an adverse effect on its operations. Except to the extent inconsistent with hourly nominations and scheduling, the provisions of Section 5 of the General Terms and Conditions of this Tariff shall govern the nomination and scheduling of Gas quantities under this Rate Schedule.
- 2.5 The term of a Service Agreement hereunder shall be stated in increments of an Hour, and the minimum term of any such Agreement shall be one (1) Hour. The maximum term of a Service Agreement hereunder shall be ninety (90) Days. Transporter and Shipper will not enter into a Service Agreement under this Rate Schedule more than thirty (30) Days in advance of such agreement's effective date.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-004

Substitute Second Revised Sheet No. 49 Substitute Second Revised Sheet No. 49 : Effective
Superseding: First Revised First Revised Sheet No. 49

RATE SCHEDULE HFT
HOURLY FIRM TRANSPORTATION SERVICE
(continued)

- (b) Commodity Rate: The currently effective Commodity Rate for this Rate Schedule shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (c) Overrun Rate: The currently effective Overrun Rate for this Rate Schedule shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (d) Reservation Charge Adjustment Rate: The currently effective Reservation Charge Adjustment Rate for this Rate Schedule shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (e) Excess Contract Quantities Rate: The currently effective Excess Contract Quantities Rate, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

3.2 Shipper shall provide and Transporter shall retain Fuel Use and LUFG in-kind in the percentages and in the manner described for Shippers under this Rate Schedule in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff; provided, however, Transporter is entitled to assess a zero charge for Fuel Use and Electric Power Costs for transactions that do not require the use of compression on Transporter's system. Such transactions are identified in Section 27.6 of Transporter's General Terms and Conditions, and Transporter will assess a LUFG charge for those transactions. Fuel Use and/or LUFG retention shall be in addition to any Storage Fuel Use and LUFG which Shipper shall provide and Transporter shall retain for service under Rate Schedule FSS or ISS.

4. MONTHLY BILL:

4.1 Calculation. The bill for a Service Month shall be the sum of:

- (a) The product of the Reservation Charge, multiplied by each Dth of hourly Contract Demand reserved during the Service Month; provided, however, that for any Dth of hourly Contract Demand, the total Base Rate Reservation charge amount shall not exceed \$5.8584 over any Day;

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

Third Revised Sheet No. 51 Third Revised Sheet No. 51 : Effective

Superseding: Second Revised Sheet No. 51

RATE SCHEDULE HFT
HOURLY FIRM TRANSPORTATION SERVICE
(continued)

4. MONTHLY BILL (continued)

Excess Contract Quantities under this Rate Schedule are categorized by percentage of Shipper's Contract Limitations or other authorized amount, as follows:

greater than 102% but less than or equal to 105%;
greater than 105% but less than or equal to 110%;
and greater than 110%.

A Shipper's bill for a Service Month in which Excess Contract Quantities are transported shall be adjusted by adding to it the sum of the products of (i) the Excess Contract Quantities within each of the above specified percentage ranges, multiplied by (ii) the applicable Excess Contract Quantities Rate, as specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. In the event that Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, the higher charges shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas for the Excess Contract Quantities will be assessed. If Transporter has not invoked the provisions of Section 20 of the General Terms and Conditions, it will not assess Excess Contract Quantities penalties until it has first given the affected Shipper(s) twenty-four (24) hours' notice, which notice shall be, in Transporter's sole discretion notwithstanding any other provisions contained in this Tariff, via facsimile, telephone (including a message via voice mail or other messaging) or e-mail, or otherwise during the scheduling process via the Internet. Transporter may waive all or part of any such charges.

4.3 Overrun Gas:

- (a) Authorized Overrun: Shipper may request, in accordance with the provisions of this Rate Schedule and Section 5 of the General Terms and Conditions, or Transporter may consent, to deliver quantities of gas for Shipper's account during any applicable time period during the Service Month in excess of the Contract Limitations. Transporter's consent to authorized

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

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

Superseding: Original Sheet No. 51A

RATE SCHEDULE HFT
HOURLY FIRM TRANSPORTATION SERVICE
(continued)

4. MONTHLY BILL (continued)

Overrun Gas quantities may be rescinded, and notification that Overrun Gas quantities will not be scheduled or will be reduced may be communicated via Transporter's Internet Web Site; provided, however, that Transporter shall also make reasonable efforts to contact those Shippers who had nominated and scheduled authorized overrun quantities for the applicable period prior to the posting, via telephone, facsimile or electronically via the Internet, which may occur during the scheduling process. If, in order to schedule service under Rate Schedule HFT, a Shipper receiving authorized overrun quantities must be bumped during the Day other than pursuant to the timelines provided in Section 5.5(a)(i) of the GT&C, Transporter will provide notice as soon as practicable (but at least sixty (60) minutes prior to bumping) electronically via the Internet or by telephone to such Shipper. Transporter shall provide telephonic notice by placing a call to a number which must be supplied by Shipper, available twenty-four (24) hours per Day, and equipped with voice mail or other electronic messaging.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

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

Superseding: Original Sheet No. 52

RATE SCHEDULE HFT
HOURLY FIRM TRANSPORTATION SERVICE
(continued)

Transporter may render the requested service on an interruptible basis, subject to the terms of Rate Schedule IT to the extent not inconsistent with the terms of this Rate Schedule, if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations, and such quantities shall be considered authorized Overrun Gas under this Rate Schedule.

- (b) Unauthorized Overrun: All quantities transported for Shipper's account which exceed the amount Shipper is authorized to transport at any given time, other than Overrun Gas authorized as described in Section 4.3(a) above, shall be considered unauthorized.
- 4.4 Other Charges. A bill for a Service Month may also include amounts attributable to filing and other fees, penalties and charges as provided by this Tariff.
- 4.5 A bill for a Service Month may be adjusted in the event that Shipper has Monthly Imbalances, as described in Section 5.7 of the General Terms and Conditions.

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

RATE SCHEDULE HFT
HOURLY FIRM TRANSPORTATION SERVICE
(continued)

5. IMBALANCE RESOLUTION:

Monthly Imbalances incurred under this Rate Schedule shall be resolved in accordance with Section 5.7(c) of the General Terms and Conditions. For purposes of Section 5.7(c)(ii)(2)B. of the General Terms and Conditions, quantities transported under this Rate Schedule will be considered quantities transported under Rate Schedule FT.

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Superseding: Original Sheet No. 54

Sheet Nos. 54 through 57
are reserved for future use.

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Original Sheet No. 59 Original Sheet No. 59 : Superseded

Sheet Nos. 59 through 97

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Second Revised Sheet No. 71 Second Revised Sheet No. 71 : Effective

Superseding: Substitute First Revised Sheet No. 71

RATE SCHEDULE ANS

AUTOMATIC NOMINATION SERVICE

(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.3 (a) Except as provided in Section 2.3(b) below, a Shipper is eligible to receive service under this Rate Schedule only if the end-use facility is served by a single pipeline and, where applicable, LDC. Such facility must also be equipped with electronic gas measurement, furnished or caused to be furnished by Shipper, compatible with Transporter's information and communication system and capable of verifying changes in flow on a periodic basis during the Day. Additionally, Transporter (or its designee) must have access to all measurement equipment involved in the transaction for purposes of testing and inspecting the equipment and the right to install, or cause to be installed, communications equipment thereon. Transporter may agree to provide service under this Rate Schedule for Shipper's continuing service on downstream pipeline and/or LDC systems provided that all of the other terms of this Rate Schedule are satisfied and that Shipper warrants and represents that the applicable pipeline and/or LDC has agreed to accept, confirm and schedule nominations and allocate quantities based on the nominations provided by Transporter. In such case, the measurement readings shall be taken at the ultimate end-use delivery point and the service shall be provided by Transporter to the extent it can be effectuated in accordance with Shipper's applicable service agreement and the other pipeline's and LDC's tariff or other requirements. Shipper shall continue to be responsible for all costs, retentions and other obligations under its service agreements with other pipelines and/or LDCs.

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FERC Docket: RP03- 60-000

Second Revised Sheet No. 72 Second Revised Sheet No. 72 : Effective

Superseding: Substitute First Revised Sheet No. 72

RATE SCHEDULE ANS

AUTOMATIC NOMINATION SERVICE

(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- (b) If the end-use facility is served by more than one pipeline or LDC, service may be provided under this Rate Schedule if the end-user's other upstream pipeline and LDC supplier(s) to the facility agree (i) to accept, confirm and schedule all nominations and allocate all quantities based on nominations sent electronically by Transporter; (ii) to reimburse Transporter for any out-of-pocket expenses that Transporter incurs to effectuate service from other pipelines or LDCs; and (iii) to indemnify and hold harmless Transporter from any and all claims, costs and liabilities arising out of or related to providing such service where more than one pipeline or LDC is serving the facility (other than those directly caused by Transporter's gross negligence or willful misconduct). The physical delivery point(s) on all pipelines and LDCs shall be equipped with electronic gas measurement, furnished or caused to be furnished by Shipper, compatible with Transporter's information and communication system and capable of verifying changes in flow on a periodic basis during the Day. Additionally, Transporter (or its designee) must have access to all measurement equipment involved in the transaction for purposes of testing and inspecting the equipment and the right to install, or cause to be installed, communications equipment thereon.

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FERC Docket: RP00-559-003

Sub. First Revised Sheet No. 74 Sub. First Revised Sheet No. 74 : Effective
Superseding: Original Sheet No. 74

RATE SCHEDULE ANS
AUTOMATIC NOMINATION SERVICE
(continued)

designated Pool Managers, Operators and/or suppliers of its supply methodology. The methodology shall specify how to supply the nominations for the applicable delivery point(s), e.g., by causing a Pool Manager's Pool to provide additional supply or reduce supplies. Transporter will cause the nominations to be made in accordance with such methodology.

- (b) To the extent that Shipper names Pool Managers, suppliers and/or Operators on its supply methodology, Shipper thereby warrants and represents such parties' advance agreement to allow and confirm receipt nominations effected during the Day by Transporter pursuant to Shipper's supply methodology, notwithstanding any other provisions of the Tariff. Transporter shall be entitled to rely on Shipper's representation, and Pool Managers', suppliers' and/or Operators' acquiescence, that the Pool Managers, suppliers and/or Operators named in its supply methodology have agreed to their participation thereunder for all purposes. Service under this Rate Schedule shall only be provided to the extent that the other transporters and/or LDCs, Operators, suppliers and/or Pool Managers involved in the transaction perform the supply, nomination and allocation functions represented by Shipper and Shipper will be responsible for Imbalances resulting from any such failure to perform. Transporter shall not be liable or responsible for such parties' failure to perform as represented, or for disputes arising from actions taken in accordance with this Rate Schedule.

- 2.7 A Replacement Shipper under a capacity release Service Agreement may elect service under this Rate Schedule to the extent the requirements hereof are met.

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Second Revised Sheet No. 75 Second Revised Sheet No. 75 : Effective

Superseding: Substitute First Revised Sheet No. 75

RATE SCHEDULE ANS
AUTOMATIC NOMINATION SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.8 The term of service under this Rate Schedule shall commence at the beginning of a Day after Transporter's acceptance of Shipper's request for service and continue on a Day to Day basis, subject to Shipper's continuing qualification for this service and the performance of all obligations hereunder. Additionally, either Transporter or Shipper may terminate service under this Rate Schedule upon provision of two (2) Business Days' electronic notice to the other.

2.9 Transporter shall not be required to install, operate or maintain any additional equipment or facilities in order to provide requested service under this Rate Schedule.

3. RATES:

Transporter shall not charge Shipper a rate for service under this Rate Schedule. Shipper shall continue to be subject to and will be invoiced for other service provided under other Rate Schedules, including balancing and other fees, penalties and charges in accordance with the General Terms and Conditions of this Tariff; provided, however, that a Shipper shall be entitled to cash-out any Imbalance under its adjunct Rate Schedule FT or IT Service Agreement arising during a period in which Shipper validly received service under this Rate Schedule ANS, without the application of any premium or discount factor that otherwise would be required by the provisions of Transporter's Tariff.

4. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except to the extent otherwise specified, including from and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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Sub. First Revised Sheet No. 76 Sub. First Revised Sheet No. 76 : Effective
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Sheet Nos. 76 through 97

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Original Sheet No. 77 Original Sheet No. 77 : Effective

RATE SCHEDULE ANS
AUTOMATIC NOMINATION SERVICE
(continued)

received service under this Rate Schedule ANS, without the application of any premium or discount factor that otherwise would be required by the provisions of Transporter's Tariff.

4. MONTHLY BILL:

4.1 Calculation: A Shipper that is paying rates other than the maximum applicable Tariff rates under the Service Agreement to which service under this Rate Schedule is adjunct, and has elected the in-kind balancing option under this Rate Schedule, shall, during the term of such election, have its bills under the Service Agreement(s) to which service under this Rate Schedule is adjunct adjusted in the manner described below.

- (a) For Shippers for which service under this Rate Schedule is adjunct to service under Rate Schedule FT, (1) the product of the FT Balancing Charge multiplied by each Dth of Contract Demand shall be added; and (2) the product of the IT Balancing Charge multiplied by the total Dth of Overrun Gas delivered during the Service Month, if any, shall be added.
- (b) For Shippers for which service under this Rate Schedule is adjunct to service under Rate Schedule IT, the product of the IT Balancing Charge multiplied by the total Dth of Gas delivered during the Service Month, including any Overrun Gas, shall be added.

Notwithstanding the foregoing, the total of Shipper's transportation rates and the above-described add-ons shall not exceed the maximum applicable rates for the adjunct service, except pursuant to the Negotiated Rate provisions of this Tariff.

5. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except to the extent otherwise specified, including from and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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Original Sheet No. 78 Original Sheet No. 78 : Effective

Sheet Nos. 78 through 97

reserved for future use.

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First Revised Sheet No. 98 First Revised Sheet No. 98 : Effective

Superseding: Original Sheet No. 98

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests transportation of Gas on an interruptible, self-implementing basis from Transporter when:

- (a) Transporter determines that transportation service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
- (b) Transporter has received a complete request for transportation, via electronic means using the Internet unless Transporter otherwise agrees, containing the items listed commencing on Sheet No. 467 of this Tariff;
- (c) Transporter has reviewed the request and determined that excess capacity may exist from time to time to perform the interruptible transportation service requested; and
- (d) Shipper and Transporter have executed a Service Agreement for interruptible transportation service in the form commencing on Sheet No. 480 of this Tariff, which shall be via electronic means using the Internet unless Transporter otherwise agrees. For written agreements, the requirement of this Section 1(d) shall be satisfied if Shipper has tendered (including, via facsimile) a letter or other writing evidencing the agreement of Shipper to execute such a Service Agreement (which shall constitute its Service Agreement for purposes of this Tariff until such time as it executes a Service Agreement).

2. APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to the transportation of Gas by Transporter pursuant to a Service Agreement executed by Transporter and Shipper providing for transportation service on an interruptible basis up to the Maximum Contract Quantity, and subject to the provisions of the Service Agreement and the General Terms and Conditions of this Tariff.

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Superseding: First Revised Sheet No. 100

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

3. RATES:

3.1 The rate charged for service hereunder shall consist of:

- (a) Commodity Rate: The currently effective Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (b) Excess Contract Quantities Rate: The currently effective Excess Contract Quantities Rate, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

3.2 Shipper shall provide and Transporter shall retain Fuel Use and LUFG in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff; provided, however, Transporter is entitled to assess a zero charge for Fuel Use and Electric Power Costs for transactions that do not require the use of compression on Transporter's system. Such transactions are identified in Section 27.6 of Transporter's General Terms and Conditions, and Transporter will assess a LUFG charge for those transactions. Fuel Use and/or LUFG retention shall be in addition to any Storage Fuel Use and LUFG which Shipper shall provide and Transporter shall retain for service under Rate Schedule ISS.

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by Transporter. Said rates are subject to adjustment as provided in the General Terms and Conditions.

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First Revised Sheet No. 102 First Revised Sheet No. 102 : Effective

Superseding: Original Sheet No. 102

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

Effective Rates and Charges for Transportation of Gas contained in this Tariff. In the event that Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, the higher charges shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas for the Excess Contract Quantities will be assessed. If Transporter has not invoked the provisions of Section 20 of the General Terms and Conditions, it will not assess Excess Contract Quantities penalties until it has first given the affected Shipper(s) twenty-four (24) hours' notice, which notice shall be, in Transporter's sole discretion notwithstanding any other provisions contained in this Tariff, via facsimile, telephone (including a message via voice mail or other messaging) or e-mail, or otherwise during the scheduling process via the Internet. Transporter may waive all or part of any such charges.

- (b) Monthly Imbalances: A bill for a Service Month may be adjusted in the event that Shipper has Monthly Imbalances,

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Fourth Revised Sheet No. 103 Fourth Revised Sheet No. 103 : Effective
Superseding: Third Revised Sheet No. 103

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

5. MONTHLY BILL (continued)

as described in Section 5.7 of the General Terms and Conditions.

5.3 Overrun Gas.

- (a) Authorized Overrun: Shipper may request, in accordance with Section 5 of the General Terms and Conditions, or Transporter may consent, to deliver quantities of Gas for Shipper's account for any given time period during the Service Month in excess of the Maximum Contract Quantity. Transporter's consent to authorized Overrun Gas quantities may be rescinded, and notification that Overrun Gas quantities will not be scheduled or will be reduced may be communicated via Transporter's Internet Web Site; provided, however, that Transporter shall also make reasonable efforts to contact those Shippers who had nominated and scheduled authorized quantities for the applicable period prior to the posting, via telephone, facsimile or electronically via the Internet, which may occur during the scheduling process. If, in order to schedule service under Rate Schedule HFT, a Shipper receiving authorized overrun quantities must be bumped during the Day other than pursuant to the timelines provided in Section 5.5(a)(i) of the GT&C, Transporter will provide notice as soon as practicable (but at least sixty (60) minutes prior to bumping) electronically via the Internet or by telephone to such Shipper. Transporter shall provide telephonic notice by placing a call to a number which must be supplied by Shipper, available twenty-four (24) hours per Day, and equipped with voice mail or other electronic messaging. Transporter may render the requested service hereunder if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations and such quantities shall be considered authorized Overrun Gas for purposes of this Rate Schedule.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

First Revised Sheet No. 104 First Revised Sheet No. 104 : Effective
Superseding: Original Sheet No. 104

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

5. MONTHLY BILL (continued)

- (b) Unauthorized Overrun: All quantities transported for Shipper's account which exceed the amount Shipper is authorized to transport at any given time, other than Overrun Gas so authorized as described in Section 5.3(a) above, shall be considered unauthorized.

5.4 Other Charges.

A bill for a Service Month may also include amounts attributable to filing and other fees, penalties and charges provided by this Tariff.

6. TRANSPORTATION OF GAS TO AND FROM STORAGE.

When Shipper requests transportation of Gas under this Rate Schedule for injection into storage it shall designate "Storage Points of Injection" and the applicable quantity on its delivery nomination pursuant to Section 5.5 of the General Terms and Conditions of this Tariff, and when Shipper requests transportation under this Rate Schedule of Gas withdrawn from Storage, it shall designate "Storage Points of Withdrawal" on its receipt nomination pursuant to Section 5.2 of the General Terms and Conditions of this Tariff. Shipper's total receipts and deliveries of storage Gas must be within its Maximum Contract Quantity.

7. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except to the extent otherwise specified, including from and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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First Revised Sheet No. 116 First Revised Sheet No. 116 : Effective

Superseding: Original Sheet No. 116

RATE SCHEDULE NNTS
NO NOTICE TRANSPORTATION SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party which requests service during the Open Season (hereinafter referred to as Shipper) when

- (a) Transporter has received a complete request for such service, via electronic means using the Internet unless Transporter otherwise agrees, containing the items listed commencing on Sheet No. 467 of this Tariff;
- (b) Transporter has reviewed the request and has determined that it will have sufficient available and uncommitted capacity to perform the service requested by Shipper; and
- (c) Shipper and Transporter have executed a Service Agreement for service as provided under this Rate Schedule, in the form commencing on Sheet No. 494 of this Tariff, which shall be via electronic means using the Internet, unless Transporter otherwise agrees.

2. APPLICABILITY AND CHARACTER OF SERVICE:

- 2.1 Transporter shall provide firm service under this Rate Schedule, except as provided herein and in Transporter's General Terms and Conditions, in order to allow Shipper to meet unscheduled delivery requirements or supply shortages on a daily basis which were not known or reasonably foreseeable during the permitted period for submission of nominations, or revision of same, subject to the specified limits of service and the applicable terms and conditions of this Tariff. Service under this Rate Schedule shall constitute "no notice" service as that term is used in FERC Order No. 636.
- 2.2 Service hereunder shall consist of the receipt, transportation, storage and/or delivery of Gas for the account of Shipper, up to the Contract Delivery Demand, the Receipt Entitlement(s), the Maximum Receipt Obligation(s), the Maximum Storage Capacity, and the Maximum Delivery Obligation(s), as applicable, subject to an executed Service Agreement and the provisions of this Tariff. Transporter's obligation to provide service hereunder is subject to and

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First Revised Sheet No. 119 First Revised Sheet No. 119 : Effective
Superseding: Original Sheet No. 119

RATE SCHEDULE NNTS
NO NOTICE TRANSPORTATION SERVICE
(continued)

3. TERMS AND CONDITIONS:

- 3.1 Shipper shall be obligated on any Day, if requested by Transporter, to provide a minimum quantity of Gas from physical receipt points (consistent with its flowing supplies designation described in Section 2.3 of this Rate Schedule) of up to one-third (1/3) of Contract Delivery Demand within four (4) hours of Transporter's notice; such Gas must be incremental supplies to Transporter's system and verifiable by Transporter.
- 3.2 Shipper shall be required to maintain on a daily basis the range of Working Gas Quantities, as directed by Transporter from time to time during the Storage Contract Year, in order to maintain deliverability under this Rate Schedule. Transporter shall have the right to withdraw Gas from Shipper's Working Gas Quantity account in order to provide service hereunder and the right to require Shipper to redirect supplies from or to any of Shipper's other accounts, including its Working Gas Quantities account. Transporter shall provide to Shipper, at least weekly, notice of changes in its Working Gas Quantity account, including the time and quantity of injections and withdrawals. Such notice of activity may be provided electronically via the Internet and may be based on estimates.
- 3.3 If at any time Shipper tenders and has delivered to Transporter quantities of Gas as flowing supplies or storage supplies at Point(s) of Receipt other than as, or in excess of amounts, allocated for such supplies as described in Section 2.3 above, unless Transporter otherwise directs or agrees, Transporter shall have no obligation to provide service hereunder.

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First Revised Sheet No. 120 First Revised Sheet No. 120 : Effective

Superseding: Original Sheet No. 120

RATE SCHEDULE NNTS
NO NOTICE TRANSPORTATION SERVICE
(continued)

4. DEFINITIONS:

- 4.1 Contract Delivery Demand shall mean the maximum Dth or quantity of Gas that Shipper may request be delivered to or for its account on any Day under this Rate Schedule, subject to the terms and conditions hereof.
- 4.2 Maximum Storage Capacity shall mean the maximum Dth or quantity of Gas that Transporter may require Shipper to hold in storage on any Day and shall not exceed the product of thirty (30) times Shipper's Contract Delivery Demand.
- 4.3 Working Gas Quantity shall mean the quantity of Shipper's Gas deemed to be held in storage under this Rate Schedule at any time.
- 4.4 Any other defined terms shall have the meanings specified in Rate Schedules FT or FSS, or Section 1 of the General Terms and Conditions, as applicable.

5. RATES:

- 5.1 Subject to Section 5.2 below, the rates charged for service hereunder each Service Month shall consist of:
 - (a) Reservation Fee: The currently effective Reservation Fee shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
 - (b) Commodity Rate: The currently effective Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
 - (c) Unauthorized Service Fee: The currently effective Unauthorized Service Fee, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

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Second Revised Sheet No. 121 Second Revised Sheet No. 121 : Effective

Superseding: First Revised Sheet No. 121

RATE SCHEDULE NNTS
NO NOTICE TRANSPORTATION SERVICE
(continued)

- 5.2 If a Shipper qualifies as a Small Customer and so elects when requesting service, in lieu of the two-part Reservation Fee and Commodity Rate specified above, Shipper shall pay the one-part currently effective Small Customer Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Failure by a Small Customer Shipper to first fully utilize its daily firm entitlement to service hereunder prior to either tendering Gas for transport under Rate Schedule IT or as a replacement Shipper through released capacity or receiving Gas from another Shipper at the Small Customer Shipper's Delivery Point(s) shall render the Small Customer Shipper ineligible for the one-part rate. For purposes hereof, a Small Customer shall be one which was purchasing Gas under Transporter's superseded Rate Schedule G-2 on May 18, 1992, to the extent its service entitlement hereunder represents a conversion of its former firm bundled sales service entitlement.
- 5.3 Shipper shall provide and Transporter shall retain Fuel Use and LUFG in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff; provided, however, Transporter is entitled to assess a zero charge for Fuel Use and Electric Power Costs for transactions that do not require the use of compression on Transporter's system. Such transactions are identified in Section 27.6 of Transporter's General Terms and Conditions, and Transporter will assess a LUFG charge for these transactions.
- 5.4 The rates charged for service hereunder shall be the applicable maximum rates shown in Transporter's Tariff, as on file and in effect from time to time. Said rates are subject to adjustment as provided in the General Terms and Conditions.

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Superseding: Original Sheet No. 123

RATE SCHEDULE NNTS
NO NOTICE TRANSPORTATION SERVICE
(continued)

6.2 Unauthorized Service Fee.

If Shipper receives quantities in excess of the Contract Delivery Demand and/or Maximum Delivery Obligation(s), as applicable, a charge for Unauthorized Service Fees shall be added. Shipper shall pay a charge determined by the product of the applicable Unauthorized Service Fee and each Dth of Unauthorized Service Quantity incurred each Day, provided that Transporter shall waive such penalty if Shipper's Unauthorized Service Quantity on any Day does not exceed two percent (2%) of Contract Delivery Demand and/or Maximum Delivery Obligation or other authorized amount, as applicable. For purposes hereof, Unauthorized Service Quantity shall mean each Dth of Gas delivered hereunder to Shipper which is in excess of one hundred two percent (102%) of Shipper's Contract Delivery Demand and/or Maximum Delivery Obligation(s) (or, in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, in excess of 102% of the total Dth which Shipper is authorized to receive), as applicable, unless Transporter otherwise agrees.

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FERC Docket: RP03- 60-000

Second Revised Sheet No. 125 Second Revised Sheet No. 125 : Effective
Superseding: First Revised Sheet No. 125

RATE SCHEDULE RSS
REVERSE STORAGE SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party requesting service hereunder (hereinafter referred to as Shipper) on a firm, self-implementing basis when

- (a) Transporter has received a complete request for such service via electronic means using the Internet, unless Transporter otherwise agrees, containing the items listed commencing on Sheet No.467 of this Tariff;
- (b) Transporter has reviewed the request and has determined that it will have sufficient available and uncommitted capacity to perform the firm service requested by Shipper and that the service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations; and
- (c) Shipper and Transporter have executed a Service Agreement for this service as provided under this Rate Schedule, in the form commencing on Sheet No. 494 of this Tariff; which shall be via electronic means using the Internet, unless Transporter otherwise agrees.

2. APPLICABILITY AND CHARACTER OF SERVICE:

- 2.1 Transporter shall provide firm service under this Rate Schedule, except as provided herein and in Transporter's General Terms and Conditions, in order to allow Shipper to meet unscheduled delivery requirements or supply shortages during the Reverse Withdrawal Period to meet peak demands or swings in demand, subject to the specified limits of service and the applicable terms and conditions of this Tariff.
- 2.2 Service hereunder shall consist of:
 - (a) the withdrawal of Gas from storage at Storage Points of Withdrawal and the transportation and delivery of such Gas to Shipper or for Shipper's account during the Reverse Withdrawal Period at the Primary Delivery Point(s) specified in the Service Agreement, all on a no-notice basis, in quantities up to the applicable Contract Limitations and in accordance with the Service Agreement and this Tariff; and

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Original Sheet No. 125A Original Sheet No. 125A : Effective

RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- (b) the subsequent, during the Reverse Injection Period, receipt, transportation to Storage Points of Injection and acceptance by Transporter of Gas quantities for injection into storage to replace the quantities withdrawn and delivered during the prior Reverse Withdrawal Period, up to the applicable Contract Limitations and in accordance with the Service Agreement and this Tariff.

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First Revised Sheet No. 126 First Revised Sheet No. 126 : Effective

Superseding: Original Sheet No. 126

RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.3 Transporter shall not be required, except to the extent it has accepted confirmed nominations for authorized overrun service under this Rate Schedule, to: (a) withdraw for delivery hereunder on any Day during the Reverse Withdrawal Period any quantity requested in excess of Shipper's Maximum Daily Withdrawal Quantity (MDWQ) or, on a cumulative basis, in excess of Shipper's Maximum Seasonal Withdrawal Quantity (MSWQ); (b) receive, transport and accept on any Day during the Reverse Injection Period any quantity tendered for injection hereunder in excess of Shipper's Maximum Daily Injection Quantity (MDIQ) or, on a cumulative basis, in excess of the quantity withdrawn and delivered under the Service Agreement during the prior Reverse Withdrawal Period (i.e., the RSS Balance as of October 31); or (c) deliver Gas at Delivery Points or accept Gas at Receipt Points on a basis which is not consistent with this section and Section 3 of this Rate Schedule and the related General Terms and Conditions of this Tariff. Service hereunder shall be firm within MDWQ, MSWQ and MDIQ. Gas must be withdrawn before Shipper can tender Gas for injection. Gas may not be injected hereunder during the Reverse Withdrawal Period, nor may Gas be withdrawn during the Reverse Injection Period, as those terms are defined below in this Rate Schedule. Quantities of Gas withdrawn during the prior Reverse Withdrawal Period must be replaced by equivalent quantities injected by the end of the Reverse Injection Period.
- 2.4 Shipper shall request, in accordance with this Tariff, the Point(s) of Receipt, Primary Point(s) of Delivery, Maximum Daily and Seasonal Withdrawal Quantities, Maximum Delivery Obligation(s), Receipt Entitlement(s), Maximum Receipt Obligation(s), and term, as applicable. The Maximum Seasonal Withdrawal Quantity shall be equal to either ten (10) or twenty (20) times the MDWQ and Shipper's request shall designate which quantity it desires. Transporter shall review and process the request to determine if sufficient firm capacity is available and allocate available capacity in accordance with Section 10 of the General Terms and Conditions.

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Original Sheet No. 126A Original Sheet No. 126A : Effective

RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

The applicable Contract Limitations shall be specified in the Service Agreement. Shipper shall have the right to utilize Secondary Receipt Points, Pools and Additional Individual Receipt Points in accordance with Section 5 of the General Terms and Conditions and consistent with the provisions of this Rate Schedule.

- 2.5 With respect to the transportation component of the service provided under this Rate Schedule, the rights, obligations, limitations and operational conditions and restraints applicable thereto shall be the same as those applicable under Rate Schedule FT, unless otherwise specified in this Tariff. However, for purposes of this Rate Schedule, the term "Contract Limitations" also shall include the quantity limitation applicable to Shipper's injection rights (the RSS Balance at the end of October and the RSS Balance during the Reverse Injection Period).

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

Further, Transporter's obligation under this Rate Schedule to provide capacity or service at points or on its system up to the various Contract Limitations (e.g., Receipt Entitlement, MRO, MDO, Secondary MDQ) shall not be applicable for each Day of the Reverse Storage Contract Year but rather shall be subject to the aggregate quantity and time period limitations established by the MDWQ, MSWQ, the MDIQ and/or the RSS Balance.

- 2.6 The term of each Service Agreement under this Rate Schedule shall commence at the beginning of a Reverse Storage Contract Year, except as provided in Section 5.3 of this Rate Schedule, and shall extend through one or more Reverse Storage Contract Years.
- 2.7 Transporter is not providing a Gas supply service under this Rate Schedule. This service will be provided through the management by Transporter of its storage operations (including in-field transfers), system assets and its cushion and system management Gas. Transporter shall have the right during the Reverse Withdrawal Period to credit scheduled injections into storage by Shippers under Rate Schedule FSS by means of in-field transfers from Transporter's cushion Gas to the applicable Working Gas Quantity accounts of the Rate Schedule FSS Shippers to avoid the need to physically withdraw quantities for Rate Schedule RSS deliveries. Similarly, during the Reverse Injection Period, Transporter shall, to the maximum extent possible, use quantities received and scheduled for RSS injections to effect deliveries by displacement of Gas scheduled for withdrawal under Rate Schedule FSS; in such event, Transporter shall credit the Rate Schedule RSS Shippers with injections if, and to the extent that, physical withdrawals from storage for other services were avoided by the displacement transactions.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.8 For purposes of allocation of capacity under Section 10 of the General Terms and Conditions, and priorities of service for the purposes of scheduling and curtailment under Sections 5 and 10, respectively, of the General Terms and Conditions of this Tariff, firm service hereunder within applicable Contract Limitations shall have the same priority as services under Rate Schedule NNTS. Authorized Overrun Services shall have the same priority as interruptible services under Rate Schedules IT or ISS, as applicable. If the transportation or storage components of the RSS service are released separately, the priority shall be same as services under Rate Schedule FT or FSS, respectively.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.9 Shipper may release all or a portion of its capacity under an RSS service Agreement to the extent permitted by, and subject to the terms and conditions contained in, this section and Section 19 of the General Terms and Conditions of this Tariff. Also, the Shipper may release separately its RSS transportation and storage rights as described below, provided, however, that such capacity may not be segmented. A Shipper releasing a portion of its total rights under an RSS Service Agreement must designate how any existing RSS Balance, as defined in Section 4 of this Rate Schedule, is to be allocated among itself and the replacement Shipper(s).

- (a) The releasing Shipper may release and assign solely the firm transportation rights underlying its RSS service and any such stand-alone firm transportation rights shall be subject to the same limitations (inter alia, utilization subject to capacity, and time limitations) applicable to the releasing Shipper under Rate Schedule RSS except as may be explicitly provided for herein. The replacement Shipper under any such stand-alone release of transportation rights must comply with nomination and scheduling requirements and Fuel Use and LUFG retentions as would apply to service under Rate Schedule FT. A releasing Shipper may not separately release firm transportation rights which would impair its obligations to replace during the Reverse Injection Period its RSS Balance at the time of the release.
- (b) The releasing Shipper may release and assign solely the storage component (i.e., part or all of its withdrawal rights at Storage Points of Withdrawal during the Reverse Withdrawal Period along with the obligation to tender at Storage Points of Injection during the Reverse Injection Period quantities to replace those withdrawn) underlying its RSS service. The replacement Shipper under any such stand-alone release of storage rights must nominate and have scheduled any desired withdrawals from or injection into its storage account and must provide for Storage Fuel and Storage LUFG retentions in the same manner as required under Rate Schedule FSS and must also separately arrange for transportation of such Gas from Storage Points of Withdrawal or to Storage Points of Injection, as applicable.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

No release may result in any Shipper or in Shippers in the aggregate (original Shipper together with all replacement Shippers) having rights in excess of those available (under this Tariff and the RSS Service Agreement) to the releasing Shipper prior to any release. Any stand-alone transportation to Storage Points of Injection, whether resulting from a stand-alone release of transportation rights or from separately arranged transportation to effect the return of Gas pursuant to a stand-alone release of the storage rights, shall be subject to the retention of Fuel Use and LUFG in the same percentages as apply to FT or IT transportation to any other Delivery Point and Section 12.1 of the General Terms and Conditions of this Tariff shall not apply to such stand-alone transportation.

- (d) The limitations on utilization of points applicable to the releasing Shipper shall apply to any replacement Shipper(s); provided, however, that the replacement Shipper under a separate release of the transportation component may utilize flexible receipt points or delivery points during the Reverse Withdrawal Period or the Reverse Injection Period, respectively, within the Contract Limitations applicable to the release. If the release terminates or the rights are recalled prior to the end of a Reverse Withdrawal Period, the rights reverting to the releasing Shipper shall be reduced by the quantities of service actually utilized by the replacement Shipper pursuant to the release and, unless otherwise agreed by both the releasing Shipper and the replacement Shipper as a term or condition of the release, the obligation to return any quantities withdrawn prior to the recall or termination shall be on the releasing Shipper. Unless otherwise agreed by both the releasing Shipper and the replacement Shipper(s) as a term or condition of the release, or unless otherwise provided herein, the obligation of the releasing Shipper and any replacement Shipper to return gas during the Reverse Injection Period shall be based on each Shipper's November 1 RSS Balance.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

3. TERMS AND CONDITIONS (continued)

Point designated under an RSS Service Agreement, such difference between confirmed scheduled nominations for deliveries and actual deliveries at Delivery Points eligible for service under this Rate Schedule shall be treated as a withdrawal from Shipper's RSS storage account on a no-notice basis, within the limits of Shipper's firm withdrawal rights hereunder. It shall be Shipper's responsibility to keep any difference between nominated and actual deliveries within a level which can be accommodated by use of its firm withdrawal rights under this Rate Schedule.

- (b) If Shipper takes action based on inaccurate information provided by Transporter regarding any parameter relevant to its operation under this Rate Schedule (such as Shipper's MDIQ, MDWQ, MSWQ or RSS Balance), and such action results in Shipper exceeding its rights, Transporter will not impose and Shipper shall not incur any charges that it reasonably could have avoided had Transporter provided accurate information; provided, however, such charges will be applicable to the extent that the inaccurate information provided by Transporter resulted from Shipper's failure to provide Transporter accurate information within its control on a timely basis.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE (continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

In the aggregate, separate releases of storage rights may not exceed the aggregate rights of the releasing Shipper under the RSS service (inter alia, no more than the MDWQ, the MSWQ, the MDIQ, or the remaining RSS Balance, no utilization outside the eligible time periods).

- (c) A releasing Shipper may only release its remaining rights (those not previously utilized or released to others) and once it has released its RSS rights (or the stand-alone transportation or storage rights thereunder), the remaining rights of the releasing Shipper shall be deemed reduced to the extent required for the term of the release.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

3. TERMS AND CONDITIONS:

- 3.1 (a) Service shall be provided hereunder on a no-notice basis only at the Primary Delivery Point(s) and only during the Reverse Withdrawal Period, subject to appropriate arrangements being made with the Operator at the Primary Delivery Point(s) where the Shipper is not the Operator, and only up to the applicable Contract Limitations. Except as otherwise explicitly agreed, for purposes of Section 5.6 of the General Terms and Conditions of this Tariff, if actual deliveries exceed scheduled nominated deliveries under other Rate Schedules during the Withdrawal Period at any Delivery

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

3. TERMS AND CONDITIONS (continued)

- (c) Shipper must nominate all receipts for transportation to Storage Points of Injection for injections and any authorized Overrun Service or service at Secondary Delivery Points.
- 3.2 The Primary Delivery Point(s), and the applicable Maximum Delivery Obligations (MDO) for all Gas delivered by Transporter to Shipper (or to a third party on behalf of Shipper) hereunder shall be specified in the RSS Service Agreement. The sum of the MDOs at Primary Delivery Points may not exceed the applicable Maximum Daily Withdrawal Quantity.
- 3.3 (a) The Receipt Points for withdrawal service hereunder shall be the Storage Points of Withdrawal and the Delivery Point for quantities being tendered for injection shall be the Storage Points of Injection. Each RSS Service Agreement shall have such Storage Point(s) of Withdrawal and Injection as the Receipt Point for the Reverse Withdrawal Period, and Delivery Point for the Reverse Injection Period, respectively, and will be subject to the limitations and conditions (including quantities and priorities) specified in the General Terms and Conditions of this Tariff relating to such points.
- (b) While such storage points are not physical points, the Storage Points of Withdrawal and the Storage Points of Injection hereunder shall be treated as primary points for the Reverse Withdrawal Period or the Reverse Injection Period, as applicable, for scheduling, curtailment and similar purposes, subject to applicable Contract Limitations. When Shipper requests transportation and injection into Storage of Gas during the Reverse Injection Period, it shall designate "Storage Points of Injection" and the applicable quantity on its delivery nomination submitted pursuant to Section 5.5 of the General Terms and Conditions of this Tariff.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

3. TERMS AND CONDITIONS (continued)

- (c) By mutual agreement and on a basis which is not unduly discriminatory, Transporter may accept Gas tendered during the Reverse Injection Period by Shipper for injection at point(s) other than the Delivery Point specified above, including via in-field transfers in the manner provided in Section 8 of Rate Schedule FSS, if accepting Gas at such alternative point(s) is operationally beneficial to Transporter's system.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

3. TERMS AND CONDITIONS (continued)

- 3.4 Shipper shall make all necessary arrangements separately upstream of the point where Gas is tendered to Transporter. Shipper is also responsible for all arrangements downstream of the Delivery Point(s). Such arrangements must be consistent with this Rate Schedule RSS and must be coordinated with Transporter, subject to the no-notice aspects of the service being provided under the RSS Service Agreement. To be eligible for service hereunder, Shipper or its supplier or purchaser must comply with all applicable provisions of any separate transportation Agreement(s) and any applicable Rate Schedule(s) and the applicable General Terms and Conditions of this Tariff.
- 3.5 Shipper must provide Gas for injection by the end of the Reverse Injection Period sufficient to replace Gas withdrawn during the prior Reverse Withdrawal Period, as set out in Section 2.3 of this Rate Schedule RSS. Shipper must have an RSS Balance of zero at the end of the term of a RSS Service Agreement. If at any time service pursuant to this Rate Schedule RSS and/or a RSS Service Agreement is canceled or terminates prior to the end of the term specified in the RSS Service Agreement, Shipper shall be required to eliminate any then-remaining RSS Balance over a period of time determined by dividing: (a) the RSS Balance, by (b) fifty percent (50%) of Shipper's MDWQ. If Transporter is unable to accept any volume tendered by Shipper, up to fifty percent (50%) of Shipper's MDWQ, the period shall be extended accordingly.

4. DEFINITIONS:

- 4.1 Maximum Daily Withdrawal Quantity (MDWQ) shall mean the maximum daily quantity of Gas which Shipper has a firm right to have withdrawn and delivered at the Primary Delivery Point(s) during the Reverse Withdrawal Period. The MDWQ during all other periods is zero.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

3. TERMS AND CONDITIONS (continued)

- 4.2 Maximum Seasonal Withdrawal Quantity (MSWQ) shall mean the maximum aggregate or cumulative quantity which Shipper has a firm right to have withdrawn and delivered at the Primary Delivery Point(s) over the entire Reverse Withdrawal Period.
- 4.3 Maximum Daily Injection Quantity (MDIQ) shall mean the maximum daily quantity which Shipper has a firm right to tender for receipt at Primary Receipt Points or Pools within a Receipt Entitlement, transport and delivery to and injection into storage at Storage Points of Injection, such maximum to be determined as follows: the RSS Balance as of the end of October divided by 30; provided however, over the Reverse Injection Period, Shipper shall have no right to inject, on an aggregate basis, more or less Gas than withdrawn during the prior Reverse Withdrawal Period and the MDIQ shall be subject to such limitation. The MDIQ under this Rate Schedule for any other period of the Storage Contract Year shall be zero.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

4. DEFINITIONS (continued)

- 4.4 RSS Balance shall mean the aggregate withdrawals actually made as of any point in time (reduced by aggregate injections made as of that date) by Shipper under a RSS Service Agreement.
- 4.5 Reverse Injection Period shall mean the period November 1 through the following last Day of February.
- 4.6 Reverse Withdrawal Period shall mean the period June 1 through the following October 31.
- 4.7 Reverse Storage Contract Year shall mean the period June 1 of the calendar Year through May 31 of the following calendar Year.
- 4.8 Any other defined terms shall have the meanings specified in Rate Schedules FT or FSS, or Section 1 of the General Terms and Conditions of this Tariff, as applicable.

5. RATES:

- 5.1 The rates charged for service hereunder each Service Month shall consist of:
 - (a) Reservation Fee: The currently effective applicable Reservation Fee (based on the MSWQ option selected) shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
 - (b) Commodity Rate: The currently effective Commodity Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
 - (c) Overrun Rate: The currently effective Overrun Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, if applicable.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

5. RATES (continued)

- 5.2 Shipper shall provide and Transporter shall retain Fuel Use and LUFG in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff for all quantities withdrawn and delivered during the Reverse Withdrawal Period. Such retentions shall reduce the quantity available for delivery to Shipper.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

5. RATES (continued)

- 5.3 Reservation Fee Billing Option: In lieu of billing and paying a uniform monthly Reservation Fee, Shipper may elect, prior to each Reverse Storage Contract Year to establish an alternative billing pattern as set forth below using flexible maximum reservation charges derived from the maximum uniform charges for service shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. The total annual Reservation Fees resulting from this flexible billing option shall equal the total Reservation Fees Shipper would pay under standard uniform billing for the same annual period. Under this billing option, Shipper may choose to shift forward all or part of its annual Reservation Fee payment obligation to the Months of utilization (i.e., the Reverse Withdrawal Period) or to such other Months as Shipper may prefer. The optional billing pattern shall be set forth in the Service Agreement. If Transporter determines that sufficient capacity remains available and agrees to enter into a Service Agreement after the start of the Reverse Storage Year (but during the Reverse Withdrawal Period), then Shipper will be deemed to have elected flexible billing of the Reservation Fee under this option in order that its total Reservation Fee payment obligation for the period from the start of the Service Agreement to the end of the current Reverse Storage Contract Year shall be equal to its annual payment obligation if the Service Agreement had been in effect from the beginning of the Reverse Storage Contract Year.

6. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas, as on file and in effect from time to time, in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions set forth and agreed to by Transporter under an agreement for such discounted service. Said rates are subject to adjustment as provided in the General Terms and Conditions.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

7. MONTHLY BILL:

7.1 Calculations. The bill for a Service Month shall be the sum of:

- (a) The product of the applicable Reservation Fee (the Reservation Fee shall be dependent on the MSWQ option selected and whether Shipper elects an optional billing pattern) and each Dth of Maximum Daily Withdrawal Quantity; and
- (b) The Commodity Rate, multiplied by the total Dth of Gas delivered during the Service Month under the Service Agreement.
- (c) The product of the Overrun Rate and each Dth of Gas scheduled during the Service Month for either transportation and injection, or withdrawal from storage and transportation to the Delivery Point(s), in accordance with the Overrun Service provisions of this Rate Schedule.

7.2 Overrun Service. During the Reverse Withdrawal Period, Transporter may (but is not obligated to), upon request from Shipper, withdraw and deliver as authorized Overrun Service those quantities in excess of a Shipper's MDWQ and/or MSWQ. Transporter may (but is not obligated to), upon request from Shipper, receive for injection hereunder during the Reverse Injection Period as authorized Overrun Service quantities in excess of Shipper's MDIQ. Such requests can be granted when, in Transporter's reasonable judgment, the capacity, operating capability and management of Gas and storage operations on its system will permit without impairing the ability of Transporter to meet its other service obligations of higher priority; provided, however, that in no event will Shipper be allowed to inject by the end of the Reverse Injection Period a quantity of Gas which does not equal Shipper's RSS Balance as of the end of October.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

7. MONTHLY BILL (continued)

Any such authorized Overrun Service shall be performed on a fully interruptible basis and Shipper shall pay the Overrun Rate as set forth hereinabove for such services, including such services provided during the Reverse Injection Period which are scheduled with Storage Points of Injection as the Delivery Point notwithstanding the provisions of Section 12.1 of the General Terms and Conditions of this Tariff.

- 7.3 Unauthorized Service. Except as may occur pursuant to the Overrun Service provisions above, if Shipper on any Day exceeds the MDWQ, the MSWQ, the MDO, the remaining RSS Balance and/or the MDIQ, as applicable, such quantities shall be allocated to and deemed delivered under Shipper's Service Agreement under Rate Schedule FT or Rate Schedule IT in effect for the Delivery Point. For purposes hereof, if Shipper does not have a Rate Schedule FT or IT Service Agreement in effect for such Delivery Point, then any such unauthorized quantities will be deemed delivered pursuant to Rate Schedule IT and such quantities will be treated as unauthorized Overrun Gas subject to the applicable Excess Contract Quantities Rate and the balancing provisions applicable to services under Rate Schedule IT, including unauthorized receipts during the Reverse Injection Period, notwithstanding the provisions of Section 12.1 of the General Terms and Conditions of this Tariff and any such unauthorized service shall be subject to the same Fuel Use and LUFG retentions as apply to IT service to other Delivery Points.

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RATE SCHEDULE RSS
REVERSE STORAGE SERVICE
(continued)

7. MONTHLY BILL (continued)

7.4 Deficient Injection Charge. If by the close of the Reverse Injection Period, or the period of time specified in Section 3.5 above, Shipper fails to tender sufficient quantities of Gas for injection to reduce its RSS Balance to zero, a Deficient Injection Charge shall be added to the bill which Shipper must pay. Such charge shall be calculated by multiplying the RSS Balance on the end date by one hundred fifty percent (150%) of the highest of the applicable Index Prices for any Month during the previous Reverse Withdrawal Period in which Shipper took deliveries under the Service Agreement or any Month during the Reverse Injection Period thereafter.

7.5 Other Charges. A bill for a Service Month may also include amounts attributable to filing and other fees and charges as provided by this Tariff.

8. GENERAL TERMS AND CONDITIONS:

The General Terms and Conditions of this Tariff, except to the extent otherwise specified, including on and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to the services rendered under this Rate Schedule and, by this reference, are hereby made a part hereof.

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reserved for future use.

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests storage of Gas on a firm, self-implementing basis from Transporter when:

- (a) Transporter determines that storage service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
- (b) Transporter has received a complete request for storage service containing the items listed commencing on Sheet No. 467 of this Tariff via electronic means using the Internet, unless Transporter otherwise agrees;
- (c) Transporter has reviewed the request and determined that, effective as of the beginning of the next Storage Contract Year, sufficient firm capacity exists to perform the firm storage service requested; and
- (d) Shipper and Transporter have executed a Service Agreement for firm storage service in the form commencing on Sheet No. 494 of this Tariff via electronic means using the Internet, unless Transporter otherwise agrees. For written agreements, the requirements of this Section 1(d) shall be satisfied if Transporter has received a facsimile copy of a Service Agreement executed by Shipper, subject to Shipper's prompt transmittal of duplicate executed originals of such Service Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE:

- 2.1 This Rate Schedule shall apply to the storage of Gas by Transporter pursuant to a Service Agreement executed by Transporter and Shipper providing for storage service each Day on a firm basis of quantities up to the Maximum Storage Quantity, the Maximum Daily Injection Quantity, the Maximum Deliverability Quantity and/or the Maximum Daily Withdrawal Quantity, as applicable, and subject to the provisions of the Service Agreement and the General Terms and Conditions of this Tariff.

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

as well as the General Terms and Conditions of this Tariff.

- 2.7 A Service Agreement under this Rate Schedule must commence at the beginning of a Storage Contract Year and continue for a term of one or more Storage Contract Years.
- 2.8 The Maximum Storage Quantity, the Maximum Injection Quantity and the Maximum Deliverability Quantity shall be specified in the Service Agreement.
- 2.9 A Shipper may designate Transporter's Bistineau Storage Field as a specific Storage Point of Withdrawal for delivery of stored Gas into Gulf South Pipeline Company facilities provided that Transporter shall determine and post on its Internet Web Site during the Withdrawal Period the aggregate daily quantity of Gas available for withdrawal at Bistineau by Shippers under this Rate Schedule. Transporter will determine such available withdrawal quantity by analyzing working Gas balances and current deliverability of Gas at Bistineau and on the system as a whole and anticipated operating conditions and requirements in the portion of the system affected by Bistineau operations. Any quantities requested for withdrawal at Bistineau must not exceed the quantity limitations provided for in this Rate Schedule and Shipper's Service Agreement and if Transporter receives requests for withdrawal in excess of the posted available quantities at Bistineau, the quantities available shall be allocated pro rata based on each Shipper's Maximum Daily Withdrawal Quantity.
- 2.10 Shipper may request the right to inject Gas into storage during the Withdrawal Period and withdraw gas from storage during the Injection Period, up to the applicable contract quantities specified in Section 2.8 of this Rate Schedule. Transporter shall employ reasonable efforts to grant Shipper's request to inject and withdraw outside the applicable periods subject to operational considerations, available capacity and conditions on Transporter's system. At no time shall Transporter have an obligation to

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

provide or continue such service if to do so would be inconsistent with the principles set forth in Section 20.1 of the General Terms and Conditions. Under any circumstances, the aggregate quantities available on any Day to all Rate Schedule FSS Shippers for such activities shall not exceed 50,000 Dth for injections and 100,000 Dth for withdrawals. For purposes of scheduling, allocations and curtailment pursuant to Sections 5 and 10 of the General Terms and Conditions, injections during the Withdrawal Period and withdrawals during the Injection Period under this Rate Schedule within aggregate available quantity limitations shall have priority over injections and withdrawals under Rate Schedule ISS, and if Transporter receives requests for injections and withdrawals in excess of the capacity available for such service, available capacity shall be allocated pro rata based on each Shipper's nomination. In the event that Shipper injects quantities into storage during the Withdrawal Period, Transporter may at any time thereafter give Shipper notice to withdraw all or part of such quantities and Shipper shall be obligated to do so within thirty (30) Days after such notice. If Shipper fails for any reason to withdraw such Gas within such period, then Transporter may retain possession of and title to such quantities and Shipper shall relinquish all claims thereto, provided that such period shall be extended proportionately if, and to the extent that, Shipper's failure to withdraw is caused by Transporter's inability due to operating or force majeure conditions to accommodate Shipper's requests for withdrawal. Nothing contained in this Section 2.10 shall be construed to limit Transporter's right to implement any and all operational controls provided for in Section 20 of Transporter's General Terms and Conditions, including, without limitation, Transporter's right to issue an Operational Flow Order to require Shipper to withdraw all or part of Shipper's Gas in storage pursuant to the notice provisions contained in said Section 20.

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

- (b) Capacity Fee: The currently effective Capacity Fee shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (c) Storage Fee: The currently effective Storage Fee shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (d) Overrun Rate: The currently effective Overrun Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, if applicable.
- (e) Cycling Penalty Charge: The currently effective Cycling Penalty Charge shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, if applicable.
- (f) Excess Service Rate: The currently effective Excess Service Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, as applicable.
- (g) Deliverability Fee Adjustment Rate: The currently effective Deliverability Fee Adjustment Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, if applicable.

3.2 Storage Fuel Use and LUFG. Shipper shall provide Storage Fuel Use and LUFG in-kind in the percentages shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff for all quantities scheduled and/or received for injection into storage; provided, however, if, and to the extent that, Transporter uses such quantities to effect deliveries by displacement pursuant to Section 2.7 of Rate Schedule RSS, thereby reducing the quantities which otherwise would require physical injection into Storage, then Transporter shall adjust Shipper's Working Gas Quantity to reflect the reduced Storage Fuel Use and LUFG retention required. Shipper hereby authorizes Transporter to make such in-field transfers of Gas as may be required to effect the displacement transactions described in Section 2.7 of Rate Schedule RSS.

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

adjusted by subtracting the product of the total Dth of Gas which Transporter was unable to tender and the currently effective Deliverability Fee Adjustment Rate. For Shippers paying less than the maximum rate, the amount of the adjustment, if any, shall be consistent with the discount agreement between Shipper and Transporter.

- (b) Excess Service Charge: Except as may occur pursuant to the Storage Overrun Service provisions of this Rate Schedule, or unless Transporter waives all or part of such Excess Service Charge, if during any Service Month during the Withdrawal Period, Shipper receives in excess of one hundred two percent (102%) of the Maximum Monthly Withdrawal Quantity (or in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, in excess of 102% of the total Dth which Shipper is authorized to receive), then the bill for the Service Month shall be adjusted by adding the product of the total Dth of Gas taken in excess of 102% of the Maximum Monthly Withdrawal Quantity or other authorized amount, as applicable, and the applicable Excess Service Rate.
- (c) Cycling Penalty: If a Shipper fails to reduce its Working Gas Quantity by the end of the Storage Contract Year to a quantity equal to not more than twenty-one percent (21%) of its Working Gas Quantity as of November 1 of such Storage Contract Year, then the bill for the last Service Month of the Storage Contract Year shall be adjusted by adding the product of the total Dth of Working Gas Quantity in excess of twenty-one percent (21%) of the Working Gas Quantity in storage as of November 1 of such Storage Contract Year and the Cycling Penalty Charge.

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Superseding: Original Sheet No. 154

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

result in either Shipper exceeding or failing to meet any maximum or minimum quantity requirements or limitations applicable under its Service Agreement. If such transfer of title shall occur, the original Shipper shall be responsible for charges applicable to the transportation to Storage Points of Injection as if such quantities had been delivered to such Shipper's other Delivery Points and for all storage charges up to the date of such transfer, and the succeeding Shipper shall be responsible for all storage charges applicable to such Gas under its Service Agreement on and after the date of transfer and for separately paying charges upon withdrawal for the transportation of such Gas to its Delivery Point(s).

Transferor and transferee shall notify Transporter of the proposed sale, and the transfer shall be effective upon actual receipt of notice by Transporter. Such notification must be accompanied by valid nomination revisions to the extent such in-field transfer affects previously submitted nominations. Such notification shall be in writing (and may be transmitted to Transporter by facsimile), shall be signed by transferor and transferee, and shall state:

- (a) the effective date of the proposed transfer;
- (b) the quantity of Gas to be sold; and
- (c) the requirements of this Section 8 have been met; and
- (d) each Shipper's storage service rights and obligations will be subject to the provisions of this Rate Schedule and the terms and conditions of Transporter's Tariff.

Upon actual receipt of such notification, Transporter may act in reliance thereon without liability in damages to either Shipper. Such transfers shall be subject to the terms and conditions of this Tariff as applicable. Nothing herein shall limit Transporter's right to utilize in-field transfers for system operations purposes in accordance with the provisions of Section 20.4(e) of the General Terms and Conditions. Transporter will post on its Internet Web Site notice of any in-field transfer made for system operations purposes.

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Superseding: Original Sheet No. 167

RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests storage of Gas on an interruptible, self-implementing basis from Transporter when:

- (a) Transporter determines that storage service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
- (b) Transporter has received a complete request for storage containing the items listed commencing on Sheet No. 467 of this Tariff via electronic means using the Internet unless Transporter otherwise agrees;
- (c) Transporter has reviewed the request and determined that excess capacity may exist from time to time to perform the interruptible storage service requested; and
- (d) Shipper and Transporter have either executed a Service Agreement for interruptible storage service in the form commencing on Sheet No. 494 of this Tariff, which shall be via electronic means using the Internet unless Transporter otherwise agrees. For written agreements, the requirement of this Section 1(d) shall be satisfied if Shipper has tendered (including, via facsimile) a letter or other writing evidencing the agreement of Shipper to execute such a Service Agreement (which shall constitute its Service Agreement for purposes of this Tariff until such time as it executes a Service Agreement).

2. APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to the storage of Gas by Transporter pursuant to a Service Agreement executed by Transporter and Shipper providing for storage service on an interruptible basis of quantities up to the Interruptible Maximum Storage Quantity, the Interruptible Maximum Daily Injection Quantity, or the Interruptible Maximum Daily Withdrawal Quantity, as applicable, and subject to the provisions of the Service Agreement, this Rate Schedule and the General Terms and Conditions of this Tariff.

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RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

transport on any Day the Maximum Daily Withdrawal Quantity from Storage Points of Withdrawal. Scheduling of requested injections or withdrawals hereunder shall be subject to confirmation of the required scheduled transportation service.

- 2.4 Transporter at any time may give Shipper notice, via electronic means, to withdraw all or part of its Working Gas Quantity and Shipper shall be obligated to do so within thirty (30) Days after such notice. In the event that Shipper injects quantities into storage during the Withdrawal Period, Transporter may at any time thereafter give Shipper notice, via electronic means, to withdraw all or part of such quantities and Shipper shall be obligated to do so within forty-eight (48) hours of such notice. Shipper shall use best efforts to reduce the Interruptible Working Gas Quantity to zero (0) Dth by the end of each Storage Contract Year. Shipper shall, within thirty (30) Days following expiration or termination of the Service Agreement or within the applicable period following a request from Transporter, withdraw from storage all or part, as applicable, of the Gas remaining in storage for the account of Shipper. If Shipper fails for any reason to withdraw such Gas within the applicable period, then Transporter may retain possession of and title to all such remaining Gas and Shipper shall relinquish all claims thereto provided that such applicable period shall be extended proportionately if, and to the extent that, Shipper's failure to withdraw is caused by Transporter's inability due to operating or force majeure conditions to accommodate Shipper's requests for withdrawal. Nothing contained in this Section 2.4 shall be construed to limit Transporter's right to implement any and all operational controls provided for in Section 20 of Transporter's General Terms and Conditions, including without limitation, Transporter's right to issue an Operational Flow Order to require Shipper to withdraw all or part of Shipper's Gas in storage pursuant to the notice provisions contained in said Section 20.

- 2.5 The Interruptible Maximum Storage Quantity shall be specified in the Service Agreement.

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Substitute First Revised Sheet No. 171 Substitute First Revised Sheet No. 171 : Effective
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RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE
(continued)

- (b) **Overrun Rate:** The currently effective Overrun Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, if applicable.
- (c) **Excess Service Rate:** The currently effective Excess Service Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff, as applicable.

3.2 **Storage Fuel Use and LUFG:** Shipper shall provide Storage Fuel Use and LUFG in-kind in the percentage shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff for all quantities scheduled and/or received for injection into storage.

4. **FLEXIBILITY OF RATES:**

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas, as on file and in effect from time to time, in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by Transporter. Said rates are subject to adjustment as provided in the General Terms and Conditions.

5. **MONTHLY BILL:**

5.1 **Calculation.**

The bill for the Service Month shall be the sum of:

- (a) The product of the Interruptible Storage Rate and the total Dth of Gas scheduled and received for injection into storage during the Service Month;
- (b) The product of the Overrun Rate and each Dth of Gas scheduled during the Service Month for either injection into

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Superseding: Original Sheet No. 172

RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE
(continued)

or withdrawal from storage in accordance with the Storage
Overrun Service provisions of this Rate Schedule.

5.2 Excess Service Charge.

Except as provided pursuant to the Storage Overrun Service provisions of this Rate Schedule, or unless Transporter waives all or part of such Excess Service Charge, if during any Service Month, Shipper receives in excess of 102% of the Interruptible Maximum Daily Withdrawal Quantity (or in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, in excess of 102% of the total Dth which Shipper is authorized to receive), then the bill for the Service Month shall be adjusted by adding the product of the total Dth of Gas taken in excess of 102% of the Interruptible Maximum Daily Withdrawal Quantity or other authorized amount, as applicable, and the applicable Excess Service Rate.

5.3 Storage Overrun Service.

Shipper may request, in accordance with the provisions of Section 5 of the General Terms and Conditions, or Transporter may consent, to inject quantities of Gas for Shipper's account on any Day in excess of the Interruptible Maximum Daily Injection Quantity or to withdraw quantities of Gas from storage for Shipper on any Day in excess of the Interruptible Maximum Daily Withdrawal Quantity. Transporter may render the requested service on an interruptible basis if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations. Shipper shall pay an Overrun Rate pursuant to Section 5 of this Rate Schedule for such overrun service.

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Superseding: Original Sheet No. 186

RATE SCHEDULE PS

POOLING SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Pool Manager) that requests pooling service from Transporter when:

- (a) Transporter has received, reviewed and accepted a complete request for service containing the items listed commencing on Sheet No. 467 of this Tariff via electronic means using the Internet unless Transporter otherwise agrees;
- (b) Pool Manager and Transporter have either executed a pooling Service Agreement in the form on Sheet No. 506 of this Tariff, which shall be via electronic means using the Internet unless Transporter otherwise agrees. For written agreements, the requirements of this Section 1(b) shall be satisfied if Pool Manager has tendered a letter or other writing evidencing its agreement to execute such a Service Agreement (which shall constitute its Service Agreement for purposes of this Tariff until such time as it executes a Service Agreement); and
- (c) Pool Manager complies with the provisions of this Rate Schedule, its Service Agreement and all other applicable provisions of this Tariff.

Service under this Rate Schedule shall be subject to interruption, in whole or in part, at any time and available subject to capacity constraints and operational conditions. Transporter shall have no obligation to provide service hereunder on any Day if it determines that to do so may interfere with its ability to meet its other obligations or that it may have an adverse effect on Transporter's operations.

2. APPLICABILITY AND CHARACTER OF SERVICE:

2.1 General.

- (a) Pooling shall consist of the aggregation of supplies from Receipt Point(s) into one or more Pools under Pool Manager's Service Agreement at the initial point of entry into Transporter's Transmission System. Shippers transporting Gas may utilize Pools as Receipt Points under their Service Agreements in accordance with the applicable provisions of this Tariff.

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Superseding: Original Sheet No. 187

RATE SCHEDULE PS

POOLING SERVICE

(Continued)

- (b) This Rate Schedule shall apply to the pooling and aggregation of Gas by Transporter pursuant to a Service Agreement providing for such pooling service each Day on an interruptible basis and subject to the provisions of the Service Agreement and the General Terms and Conditions of this Tariff. Service provided under this Rate Schedule shall be rendered pursuant to either Subpart B or G of Part 284 of the Commission's Regulations.
- (c)
 - (i) As of the effective date of this Rate Schedule, any provision of pooling/supply aggregation service under a Rate Schedule IT Service Agreement shall no longer be effective and any such existing Service Agreement shall be deemed converted into a Service Agreement under this Rate Schedule. Such converted Service Agreement shall govern multiple Pools, with one Pool for each Pooling Area, unless otherwise agreed or required by Transporter.
 - (ii) Pool Managers receiving new service under this Rate Schedule shall execute one Service Agreement, which may cover one or more Pooling Areas, as appropriate, one Pool for each Pooling Area, unless otherwise agreed or required by Transporter.

2.2 Pool Manager's Responsibilities.

- (a) For Shippers transporting Gas under Service Agreements pursuant to Rate Schedules FT, IT, RSS (for deliveries to Storage Points of Injection only) or NNTS (or for other Pool Managers for Pool Transfer purposes) nominating the Pool Manager's Pool as a Receipt Point, Pool Manager shall act as such Shippers' designee for purposes of submitting certain receipt nomination and allocation information. A Shipper's submission of a receipt nomination naming a Pool shall be deemed to authorize the applicable Pool Manager to act as Shipper's designee.

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RATE SCHEDULE PS

POOLING SERVICE

(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- (b) Pool Manager shall also assume responsibility for matching the Gas received by Transporter at entry into its system with quantities scheduled for delivery for the account of the Shipper nominating the Pool as a Receipt Point.
- (c) Pool Manager shall submit its nominations and allocation information to Transporter via its pooling nominations as provided in Section 5.3 of Transporter's General Terms and Conditions.

2.3 Pool Receipts and Deliveries.

- (a) Each Pool shall have access to all physical Point(s) of Receipt available to the Pool within the applicable Pooling Area; provided, however, that as provided in Section 2.4 of Rate Schedule PHS, a Pool Manager shall have access to Perryville Hub Receipt Points for purposes of aggregating supplies into any of such Pool Manager's Pools regardless of Pooling Area. Transporter shall provide a master list of generally available Receipt Points for each Pooling Area, via electronic means using the Internet, upon request.
- (b) Subject to capacity constraints and operational conditions from time to time, a Pool Manager may receive under its Service Agreement Gas from Points of Receipt available to the Pool within a Pooling Area or by virtue of Section 2.4 of Rate Schedule PHS, and aggregate and deliver said supplies into the appropriate Pool for such Pooling Area at the initial point of entry into Transporter's Transmission System.
- (c) A Pool Manager may nominate deliveries under its Service Agreement as transfers to other Pools in accordance with Section 5.3(b) of the General Terms and Conditions, subject to applicable limitations, and as receipts for other Shippers under downstream Service Agreements for physical deliveries from Transporter's system and/or deliveries to Storage Points of Injection. Subject to the availability of capacity and prevailing operating conditions on Transporter's system, Transporter shall permit

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RATE SCHEDULE PS

POOLING SERVICE

(continued)

and accept nominated and scheduled outgoing Pool Transfer quantities in a manner such that Undersupplies are maintained in the outgoing Pool ("in-whole" basis). Transporter shall not be required to accept predetermined allocation methodologies for Pool Transfers nor separately provide or transmit allocations to Pool Managers relating to Pool Transfers. In the event of a curtailment, as provided in Section 10 of the General Terms and Conditions of this Tariff, Transporter will curtail nominated and scheduled Pool Transfers prior to curtailments of physical deliveries to Transporter.

- 2.4 Imbalances. Imbalances in a Pool are calculated by determining the difference between total aggregated receipts into the Pool and the total deliveries allocated out of such Pool. In the event of Oversupplies or Undersupplies in a given Pool, the Service Agreement under which the pooling service is rendered will have an Imbalance for each individual Pooling Area, as applicable. Monthly Imbalances for different Pooling Areas under Pool Manager's Service Agreement may be offset against one another if Pool Manager pays a fee or charge as described in Section 5.7(c)(ii)(3) of Transporter's General Terms and Conditions, and otherwise complies with the requirements of such sub-section. Pool Managers can resolve Imbalances during the Month by revising nominations, subject to the availability of capacity and operational conditions. Any Imbalance remaining at the end of a Month shall be cashed-out in accordance with the provisions of Section 5.7(c)(ii) of Transporter's General Terms and Conditions.
- 2.5 Performance. Transporter shall not have any liability to a Pool Manager or any other Shipper as a result of Transporter's reliance on the performance by a Pool Manager of its obligations hereunder, and each Pool Manager shall indemnify Transporter from and against any and all losses, damages, expenses, claims, actions or proceedings threatened, incurred or initiated as a result of Transporter's reliance on such performance.
- 2.6 Creditworthiness. Pool Managers or potential Pool Managers shall be required to comply with the provisions of Section 14 of the General Terms and

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RATE SCHEDULE PS

POOLING SERVICE

(continued)

3. RATES AND OTHER CHARGES:

Transporter shall not charge Pool Manager a rate for service under this Rate Schedule except as provided in Section 5.3(b) of the General Terms and Conditions. Pool Manager is subject to and will be invoiced for balancing and other fees, penalties and charges (including for other services provided under other Rate Schedules) in accordance with the General Terms and Conditions of this Tariff. If, with respect to all or particular pooling activities, Transporter has declared curtailment or invoked the provisions of Section 20 of the General Terms and Conditions, and during one or more Days in the Service Month Pool Manager's pooling activities constitute pooling activities that may result in penalties as described in the notice issued by Transporter under Section 22.7 of the General Terms and Conditions, then Pool Manager shall be subject to and pay a charge in an amount equivalent to the sum of the products of:

- (i) the quantities by which Pool Manager's pooling activities are greater or less than the quantities authorized and scheduled by Transporter, within each of the following ranges:

- greater than 2% but less than or equal to 5%;
 - greater than 5% but less than or equal to 10%; and
 - greater than 10%;

multiplied by

- (ii) the applicable Excess Contract Quantities Rate for each of the above percentage ranges as specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

Transporter may waive all or part of any such charges. Transporter may communicate information about curtailments, activities under Section 20, and authorized and scheduled quantities to Pool Manager via Transporter's Internet Web Site. However, Transporter shall also make reasonable efforts to contact Pool Managers who had

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Superseding: Second Revised Sheet No. 204

RATE SCHEDULE SBS
SHORT-TERM BALANCING SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests short-term Imbalance resolution service on an interruptible, self-implementing basis from Transporter when:

- (a) Transporter determines that Transportation service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
- (b) Transporter has received a complete request for service, via electronic means using the Internet unless Transporter otherwise agrees, containing the items listed commencing on Sheet No. 467 of this Tariff;
- (c) Shipper has, or on the effective date of service hereunder will have, in effect a Service Agreement for transportation under Rate Schedule FT, HFT, IT, PHS (wheeling) or PS;
- (d) Transporter has reviewed the request and determined that excess capacity may exist from time to time to perform the interruptible service requested; and
- (e) Shipper and Transporter have either executed a Service Agreement, or an amendment to an existing Service Agreement, for transportation service under Rate Schedule FT, HFT, IT or PS in the applicable form commencing on Sheet No. 477 of this Tariff which provides for interruptible short-term balancing service as an adjunct to such transportation service via electronic means using the Internet unless Transporter otherwise agrees.

2. APPLICABILITY AND CHARACTER OF SERVICE:

- 2.1 This Rate Schedule shall apply to the short-term advance of Gas by Shipper or Transporter, and the subsequent delivery or return thereof, pursuant to a Service Agreement executed by Transporter and Shipper providing for such services on an interruptible basis, in conjunction with transportation services, up to the Maximum Advance Delivery and/or Advance Receipt Quantities, or such greater quantities agreed to by Transporter, and subject to the provisions of the Service Agreement and the General Terms and Conditions of this Tariff.

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RATE SCHEDULE SBS
SHORT-TERM BALANCING SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.2 Service hereunder shall consist of:

- (a) the short-term advance delivery (i.e., prior to the injection of equivalent quantities for Shipper's account into Transporter's system) of Gas by Transporter for Shipper's account at Point(s) of Delivery, and the subsequent return of the advanced Gas ("Advance Delivery"); and
- (b) the short-term advance receipt of Gas by Transporter at Point(s) of Receipt and the subsequent (one or more Days) delivery for Shipper's account at the Point(s) of Delivery ("Advance Receipt"),

all such services to be in accordance with a Service Agreement.

- 2.3 Service under this Rate Schedule shall be subject to interruption (decrease, suspension or discontinuation), in whole or in part, at any time. Transporter shall have no obligation to provide services hereunder for or during any Day, if it determines that to do so may interfere with its ability to provide services under other Rate Schedules (firm or interruptible) of this Tariff or to meet its other obligations or that to do so may have an adverse effect on Transporter's operations.
- 2.4 Shipper's Service Agreement shall designate whether Shipper may receive Advance Delivery or Advance Receipt services, or both, under this Rate Schedule and the applicable Maximum Advance Receipt or Delivery Quantity(ies).
- 2.5 Any particular Advance Receipt or Advance Delivery services provided under this Rate Schedule shall be for a period of at least one Day to no more than thirty (30) Days, but such period may be extended if Transporter agrees. When Shipper schedules delivery of Gas in its Advance Receipt account, all such quantities shall be deemed as having been received at the Receipt Point(s) at which the Advance Receipt Gas entered Transporter's system. Shipper shall be obligated to return all quantities of Gas advanced by

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RATE SCHEDULE SBS
SHORT-TERM BALANCING SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

requested or provided under this Rate Schedule shall have a lower priority than all services, including those under Rate Schedule IT, other than park and loan services under Rate Schedule PHS which shall have an equal priority, and except that the priority for return of Advance Delivery Gas when directed by Transporter pursuant to Section 2.7(b) above shall be subordinate only to service under Rate Schedules FT, HFT, or NNTS at primary points. If Transporter cannot satisfy all the requests for services, or continue services already scheduled, under this Rate Schedule and park and loan services under Rate Schedule PHS, Transporter shall assign capacity, schedule and/or curtail services hereunder using the same priorities and methods as are provided for other interruptible service in Sections 5 and 10 of the General Terms and Conditions.

- 2.12 Prior to the effective date of any release of capacity pursuant to Section 19 of the General Terms and Conditions of the Tariff, Shipper shall reduce to zero any outstanding balance in its Advance Receipt or Advance Delivery account related to the Service Agreement under which it has offered to release capacity if such release would prevent or reduce its ability to deliver or return Gas to resolve such outstanding balances.

3. RATES:

- 3.1 The rate charged for service hereunder shall consist of:

- (a) Daily Rate: The currently effective Daily Advance Receipt or Advance Delivery, as applicable, Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (b) Carryover Rate: The currently effective Carryover Advance Receipt or Advance Delivery, as applicable, Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

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RATE SCHEDULE PHS
PERRYVILLE HUB SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests wheeling, parking and/or loaning of Gas pursuant to this Rate Schedule on an interruptible, self-implementing basis from Transporter when:

- (a) Transporter determines that transportation service under this Rate Schedule may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
- (b) Transporter has received a complete request for transportation service under this Rate Schedule containing the items required by this Tariff, which shall be via electronic means using the Internet unless Transporter otherwise agrees;
- (c) Transporter has reviewed the request and determined that excess capacity may exist from time to time to perform the interruptible service requested; and
- (d) Shipper and Transporter have executed a Service Agreement for transportation service under this Rate Schedule in the form commencing on Sheet No. 511 of this Tariff via electronic means using the Internet, unless Transporter otherwise agrees.

2. APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to the wheeling of Gas between the Perryville Hub Points of Receipt and Delivery pursuant to a Service Agreement up to the quantities authorized by Transporter from time to time. This Rate Schedule shall also apply to the parking and loaning and subsequent removal and return, respectively, of Gas for Shipper's account under a Service Agreement for parking and/or loaning, as applicable, up to the quantities authorized by Transporter from time to time. All service provided under this Rate Schedule shall be subject to the provisions of the applicable Service Agreement(s) and the General Terms and Conditions of this Tariff.

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

RATE SCHEDULE PHS
PERRYVILLE HUB SERVICE
(continued)

2.1 Service hereunder shall consist of:

(a) Wheeling service, which shall mean:

- (i) the transportation of Gas received by Transporter for Shipper's account at Perryville Hub Point(s) of Receipt; and
- (ii) the tender of Gas by Transporter for delivery for Shipper's account at Perryville Hub Point(s) of Delivery; and/or

(b) Parking and loaning service, which shall mean:

(i) Parking:

- A. the receipt of gas by Transporter delivered (or deemed transferred from an Imbalance under Shipper's Service Agreement(s)), at one or more points, including Pools, for Shipper's account;
- B. the retention of such Gas by Transporter; and
- C. the subsequent removal of such Gas for Shipper's account at the agreed upon time and at the same point(s) or other mutually agreed upon point(s); and

(ii) Loaning:

- A. the advance of Gas by Transporter for Shipper's account at one or more points agreed to on Transporter's system up to the quantity authorized by Transporter; and

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RATE SCHEDULE PHS
PERRYVILLE HUB SERVICE
(continued)

- B. the subsequent delivery or return of such quantity of Gas to Transporter by Shipper at the agreed upon time and at the same point(s) or other mutually agreed point(s) on Transporter's system.

All services described in this Section 2.1 shall be in accordance with a Service Agreement.

- 2.2 (a) Service under this Rate Schedule shall be subject to interruption (decrease, suspension or discontinuation), in whole or in part, at any time. Transporter shall have no obligation to provide services hereunder for or during any given period if it determines that to do so may interfere with its ability to provide services with a higher priority or to meet its other obligations or that to do so may have an adverse effect on Transporter's operations.
 - (b) Any particular transaction provided under this Rate Schedule shall be for a term mutually agreed upon by Shipper and Transporter.
 - (c) Shipper must nominate any services requested hereunder (including the removal of parked Gas and the return of loaned Gas) and service shall not be available or authorized until scheduled by Transporter. All activity will be subject to scheduling on a basis at least as frequently as daily. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, consider and accept nominations for service under this Rate Schedule submitted at times other than generally provided for in Section 5 of the General Terms and Conditions.
- 2.3 To utilize the wheeling option under this Rate Schedule, Shipper must nominate receipt quantities from Perryville Hub Receipt Points for delivery to Perryville Hub Delivery Points under its Rate Schedule PHS Service Agreement. Pools are not eligible Receipt Points for wheeling service.

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RATE SCHEDULE PHS
PERRYVILLE HUB SERVICE
(continued)

- 2.4 A Pool Manager with a Service Agreement pursuant to Rate Schedule PHS may nominate receipts from Perryville Hub Receipt Points for receipt and aggregation into any of its Pools under its Rate Schedule PS (pooling) Service Agreement.
- 2.5 Any parking or loaning transaction under this Rate Schedule must utilize a Perryville Hub Receipt Point, unless Transporter agrees otherwise. Shipper must make any necessary arrangements with Transporter and/or third parties to deliver Gas to the designated parking point(s) or return point(s) for loaned Gas and/or to receive and transport loaned Gas or parked Gas upon removal from the point(s) at which the Gas is loaned or received for parking. Transportation service is not provided under the parking and loaning option of this Rate Schedule. If Transporter loans Gas to a Shipper, or Shipper removes parked Gas, which is nominated and scheduled to make up an Imbalance consisting of Undersupplies under a Service Agreement, then Transporter shall have the right to charge (or if for a prior Month, send an adjusted invoice) and Shipper shall pay, for deliveries under the Service Agreement attributable to such supplies the transportation rate(s) applicable to service from the points at which such Gas was loaned and/or parked under this Rate Schedule.
- 2.6 (a) With respect to the parking option under this Rate Schedule, Shipper shall be obligated to remove its parked quantities in accordance with the agreement between Transporter and Shipper. Additionally, Transporter may require Shipper to remove all or any portion of its parked gas quantities upon forty-eight (48) hours (or such longer period as may be specified) notice to Shipper. If Shipper fails to remove such quantities in accordance with Transporter's notice, Transporter shall take title to the gas quantities Shipper was instructed to remove, free and clear of any adverse claims; provided, however, that Transporter shall not take title to such quantities if, and for so long as, Shipper nominated to remove such quantities in accordance with its agreement with Transporter or Transporter's notice, and Transporter was unable to schedule and deliver such quantities in accordance with such nomination.

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RATE SCHEDULE PHS
PERRYVILLE HUB SERVICE (continued)

- (b) When Shipper schedules removal of its parked quantities, all such quantities shall be deemed received at the point at which such quantities were originally received into Transporter's system, unless Transporter agrees otherwise. If such removal occurs at a point other than such agreed to point, Shipper may be required to nominate under separate Service Agreements with Transporter and pay rate(s) applicable to such service to effectuate removal of such Gas from the other points.
- 2.7 (a) Shippers utilizing the loan option under this Rate Schedule shall be obligated to return the quantity of gas advanced by Transporter in accordance with the agreement between Transporter and Shipper. Additionally, Shipper must return all or any portion of the loaned quantity if required by Transporter upon forty-eight (48) hours (or such longer period as may be specified) notice. Failure to do so will result in the assessment of the charges described in Section 5.2(b) of this Rate Schedule; provided, however, that Transporter shall not assess such charges if, and for so long as, Shipper nominated to return such quantities in accordance with its agreement with Transporter or Transporter's notice, and Transporter was unable to schedule and receive such quantities in accordance with such nomination.
- (b) When Shipper returns loaned quantities to Transporter, such return shall occur at the points agreed to by Transporter, and Transporter shall have the right to adjust subsequent transportation invoices (under other Rate Schedules) of Shipper's to reflect any additional amounts owed by Transporter if such return occurs at a point different than the point agreed to.
- 2.8 For purposes of Section 14.5 of the General Terms and Conditions of this Tariff, a Shipper may receive services under this Rate Schedule by providing security in an amount sufficient to cover up to the maximum amount of charges which could be incurred hereunder. If there is an increase in gas prices over the term of a particular transaction such that Transporter deems initial security amounts insufficient, Transporter shall have the right to require an increased security amount.
- 2.9 With respect to scheduling, allocations and curtailments of service under this Rate Schedule:
 - (a) wheeling service shall be prioritized with, and subject to the terms and conditions applicable to, service under Rate Schedule IT; and

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RATE SCHEDULE PHS
PERRYVILLE HUB SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- (b) park and loan service shall have a lower priority than all services, including those under Rate Schedule IT, other than service under Rate Schedule SBS, which shall have an equal priority, and except that the priority for the return of loaned Gas when required by Transporter shall be subordinate only to service under Rate Schedules NNTS, FT, RSS (withdrawals) and HFT at primary points.

If Transporter cannot satisfy all requests for park and loan services, or continue such services already scheduled, under this Rate Schedule and Rate Schedule SBS, Transporter shall assign capacity, schedule and/or curtail services hereunder using the same priorities and methods as are provided for other interruptible service in Sections 5 and 10 of the General Terms and Conditions.

- 2.10 Shipper's Service Agreement under this Rate Schedule PHS shall designate the Maximum Aggregate Quantity ("MAQ") to be parked and/or loaned at any one time under the transaction, and any other quantity limitations applicable to the transaction, e.g., daily, monthly. Each borrowing and parking transaction shall be accounted for and tracked separately, even if occurring contemporaneously. Shipper's nomination for parking and loaning activities must designate the applicable point(s), quantities applicable thereto, and Service Agreements, if applicable. When Shipper schedules removal of Gas in its parked account, if nominated to be transported or received into Pools on Transporter's system, Transporter may deem all such quantities as having been received at the point(s) at which the parked Gas entered Transporter's system and Shipper shall also specify the applicable points(s) at which the prior parking occurred. When Shipper desires to eliminate an Imbalance consisting of Oversupplies under a Service Agreement, if Transporter accepts and schedules any such nomination under this Rate Schedule, then such Gas may be deemed parked at the point(s) at which it initially entered Transporter's system.

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RATE SCHEDULE PHS
PERRYVILLE HUB SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.11 If the receipt, return or removal of Gas in Shipper's parked or borrowed account, as applicable, is scheduled and adequate quantities are not tendered or taken at the applicable point(s), Transporter will not debit or credit such deficient quantities to the account(s).
- 2.12 For purposes of Section 5.7(c)(ii)(2)B. of the General Terms and Conditions, quantities transported under this Rate Schedule will be considered quantities transported under Rate Schedule IT.

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RATE SCHEDULE PHS
PERRYVILLE HUB SERVICE
(continued)

3. RATES:

3.1 The rate charged for service hereunder shall consist of:

- (a) Wheeling Rate: The currently effective Wheeling Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (b) Park and Loan Rates: The currently effective Park and Loan Rates shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (c) Excess Contract Quantities Rate: The currently effective Excess Contract Quantities Rate, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

3.2 Fuel Use and LUFG retentions and charges shall not apply to transactions under this Rate Schedule; provided, however, that wheeling transactions with Perryville Hub Receipt Points west of Transporter's Delhi Compressor and deliveries to Transporter's Columbia Gulf and Tennessee 800 Perryville Hub Delivery Points shall be subject to the Delhi Fuel Use and LUFG retentions. In such cases, Shipper shall provide and Transporter shall retain Delhi Fuel Use and LUFG in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by Transporter. Said rates are subject to adjustment as provided in the General Terms and Conditions. From time to time, Transporter may post on its Internet web site generally applicable discounts for service under this Rate Schedule. In such case, Shipper will pay the rate posted at the time its nomination is received and its Service Agreement shall be deemed to be so amended. Additionally, as part of the discount arrangement for a parking or loaning transaction, the parties may agree to pay an advance fee to lock-in a discounted rate which would be applicable to a particular transaction and/or for a specified period or quantity.

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RATE SCHEDULE PHS
PERRYVILLE HUB SERVICE
(continued)

3. RATES:

3.1 The rate charged for service hereunder shall consist of:

- (a) Wheeling Rate: The currently effective Wheeling Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (b) Park and Loan Rates: The currently effective Park and Loan Rates shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (c) Excess Contract Quantities Rate: The currently effective Excess Contract Quantities Rate, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

- 3.2
- (a) Fuel Use: Fuel Use and Electric Power Costs retentions and charges shall not apply to transactions under this Rate Schedule; provided, however, that wheeling transactions with Perryville Hub Receipt Points west of Transporter's Delhi Compressor and deliveries to Transporter's Columbia Gulf and Tennessee 800 Perryville Hub Delivery Points shall be subject to the Delhi Fuel Use retentions. In such cases, Shipper shall provide and Transporter shall retain Delhi Fuel Use in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
 - (b) LUFG: Wheeling LUFG retentions and charges shall apply to all wheeling transactions under this Rate Schedule. In such cases, Shipper shall provide and Transporter shall retain Wheeling LUFG in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

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RATE SCHEDULE PHS
PERRYVILLE HUB SERVICE
(continued)

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by Transporter. Said rates are subject to adjustment as provided in the General Terms and Conditions. From time to time, Transporter may post on its Internet web site generally applicable discounts for service under this Rate Schedule. In such case, Shipper will pay the rate posted at the time its nomination is received and its Service Agreement shall be deemed to be so amended. Additionally, as part of the discount arrangement for a parking or loaning transaction, the parties may agree to pay an advance fee to lock-in a discounted rate which would be applicable to a particular transaction and/or for a specified period or quantity.

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RATE SCHEDULE PHS
PERRYVILLE HUB SERVICE
(continued)

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by Transporter. Said rates are subject to adjustment as provided in the General Terms and Conditions. From time to time, Transporter may post on its Internet web site generally applicable discounts for service under this Rate Schedule. In such case, Shipper will pay the rate posted at the time its nomination is received and its Service Agreement shall be deemed to be so amended. Additionally, as part of the discount arrangement for a parking or loaning transaction, the parties may agree to pay an advance fee to lock-in a discounted rate which would be applicable to a particular transaction and/or for a specified period or quantity.

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RATE SCHEDULE PHS
PERRYVILLE HUB SERVICE
(continued)

5. MONTHLY BILL:

5.1 Calculation: The bill for a Service Month shall be the sum of:

- (a) the product of the Wheeling Rate and the total Dth of Gas delivered under wheeling transactions during the Service Month, whether authorized or unauthorized; and
- (b) charges for any park and loan service received during the Service Month, which charges shall be the sum of:
 - (i) for each account, the product of the Activity Rate and the total Dth of Gas initially loaned or parked, and/or returned or taken delivery of, on each Day, plus
 - (ii) the product of the Inventory Rate and the total Dth of parked or loaned Gas in each account at the end of each Day excluding the quantities subject to the Activity Rate on such Day, on a first-in, first-out basis (for parking) and a first-out, first-in basis (for loaning).

5.2 Adjustments.

- (a) Excess Contract Quantities: Excess Contract Quantities under Rate Schedule PHS are those quantities that (i) exceed, during any given period, one hundred two percent (102%) of the quantity authorized by Transporter for such period (including, in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, quantities that exceed one hundred two percent (102%) of the total quantity which Shipper is authorized to transport under such conditions); and (ii) are unauthorized. Excess Contract Quantities under Rate Schedule PHS are categorized by percentage of Shipper's scheduled quantities or other authorized amount, as follows:

greater than 102% but less than or equal to 105%;
greater than 105% but less than or equal to 110%;
and greater than 110%.

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RATE SCHEDULE PHS
PERRYVILLE HUB SERVICE
(continued)

If a Shipper's total Excess Contract Quantities under Rate Schedule PHS are less than both 50 Dth and ten percent (10%) of its authorized quantity for the applicable period, Shipper shall not be assessed an Excess Contract Quantities charge; provided, however, that such exemption shall not be applicable in the event of curtailment or if Transporter has invoked the provisions of Section 20 of the General Terms and Conditions. A Shipper's bill for a Service Month in which Excess Contract Quantities are transported shall be adjusted by adding to it the sum of the products of (x) the Excess Contract Quantities within each of the above specified percentage ranges, multiplied by (y) the applicable Excess Contract Quantities Rate, as specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. In the event that Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, the higher charges shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas for the Excess Contract Quantities will be assessed. If Transporter has not invoked the provisions of Section 20 of the General Terms and Conditions, it will not assess Excess Contract Quantities penalties until it has first given the affected Shipper(s) twenty-four (24) hours' notice, which notice shall be, in Transporter's sole discretion notwithstanding any other provisions contained in this Tariff, via facsimile, telephone (including a message via voice mail or other messaging) or e-mail, or otherwise during the scheduling process via the Internet. Transporter may waive all or part of any such charges.

- (b) Failure to Return Loaned Quantities: A bill for a Service Month may be adjusted in accordance with the provisions of Section 2.7(a) above if Shipper fails to return loaned quantities when required to do so under this Rate Schedule by an amount determined by multiplying the quantities which Shipper failed to return by the higher of the Return Deficiency Charge for the Month of the loan, or the Month in which return was required.
- (c) Monthly Imbalances: A bill for a Service Month may be adjusted in the event that Shipper has Monthly Imbalances as described in Section 5.7 of the General Terms and Conditions.

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RATE SCHEDULE PHS
PERRYVILLE HUB SERVICE
(Continued)

5.3 Unauthorized Activities.

All quantities transported for Shipper's account which exceed the amount Shipper is authorized to transport at any given time shall be considered unauthorized.

5.4 Other Charges.

A bill for a Service Month may also include amounts attributable to filing and other fees, penalties and charges provided by this Tariff.

6. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except to the extent otherwise specified, including from and after the effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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Sheet No. 221

is reserved for future use.

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GENERAL TERMS AND CONDITIONS
Table of Contents

Section	Description	Sheet No.
1	Definitions and Interpretive Matters	241
2	Measurement	259A
3	Measurement Equipment	262
4	Quality	267
5	Receipt and Delivery Nominations, Scheduling and Conditions	270
6	Possession of Gas	333
7	Warranty of Title	333
8	Force Majeure	335
9	Liability	336
10	Assignment and Curtailment of Capacity	336
11	Service Agreement	346
12	Rates, Terms and Conditions	348
13	Filing and Other Fees	350
14	Payments	351
15	Nonwaiver of Future Default	357
16	Governmental Regulations	357
17	Complaints	359
18	Take-or-Pay Recovery Mechanism	361
19	Capacity Release	395
20	Operational Controls	417
21	Pre-Granted Abandonment and Cessation of Service	430

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GENERAL TERMS AND CONDITIONS
Table of Contents
(continued)

Section	Description	Sheet No.
22	NAESB Standards Applicable and Internet Web Site	433A
23	Transition Costs Recovery Mechanism	438
24	Allocation of Capacity	449
25	[Reserved for Future Use]	452
26	Gathering Affiliate	453
27	Fuel Percentages	454
28	Electric Power Cost Tracker	455
29	Third-Party Pipeline Capacity	456
30	Segmentation of Capacity	457
31	Penalty Revenue Crediting	460
32	Non-conforming Agreements	461

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETIVE MATTERS:

- 1.1 Definitions. The following terms when used with initial capital letters in this Tariff or in any Service Agreement shall, unless the context otherwise specifically requires, have the meaning ascribed to each as follows:

Accrual Period. See Section 5.7.

Additional Individual Receipt Points. See Section 5.1.

Advance Delivery. See Section 2.2(a) of Rate Schedule SBS.

Advance Receipt. See Section 2.2(b) of Rate Schedule SBS.

Base Period. See Section 27.2

British Thermal Unit or Btu shall mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute (psia).

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

Buyer. See Rate Schedule USS.

Carryover Costs. See Section 23.7.

Cash Balancing Revenue Credit. See Section 5.7(c)(ii)(2)B.

Cash-Out Crediting Revenues. See Section 5.7(c)(ii)(2)(B).

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GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Cash-Out Excess Revenues. See Section 5.7 (c) (ii) (2) (B).

Central Clock Time or CCT shall mean central standard time except when daylight savings time is in effect, when it shall mean one hour prior to central standard time.

Cash-Out Remaining Costs. See Section 5.7(c) (ii) (2) (B).

Compressor Fuel shall mean, until May 1, 2002, Gas consumed by compressors and other Gas handling equipment, company use Gas, and Gas lost or otherwise unaccounted for. After May 1, 2002, references in this Tariff and in existing Service Agreements to Compressor Fuel shall mean Fuel Use and LUFG, as defined below.

Confirmation by Exception. See NAESB Standard 1.2.11.

Confirmation Requester. See NAESB Standard 1.2.8.

Confirming Parties. See NAESB Standard 1.2.10.

Confirming Party. See NAESB Standard 1.2.9.

Contract Delivery Demand. See Section 4 of Rate Schedule NNTS.

Contract Demand or CD shall mean the maximum Dth or quantity of Gas that Transporter shall be obligated to transport on a firm basis on any given Day or in any Hour, as applicable, under a Service Agreement on behalf of Shipper. Shipper's Contract Demand shall not exceed the sum of total MDO's, the sum of total MRO's or the sum of total Receipt Entitlements.

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GENERAL TERMS AND CONDITIONS

(continued)

Contract Limitations shall mean, individually or collectively, Maximum Receipt Obligation, Secondary Maximum Receipt Quantity, Maximum Delivery Obligation, Secondary Maximum Delivery Quantity, Receipt Entitlement, Maximum Storage Quantity, Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, Maximum Seasonal Withdrawal Quantity and Contract Demand.

Contract Pressure Base means Gas at 14.73 psia.

Cubic Foot shall mean the volume of Gas that occupies one cubic foot when said Gas is at a temperature of sixty degrees (60) Fahrenheit and at a pressure of 14.73 psia.

Daily Imbalance shall mean the Imbalance existing at the conclusion of any Day under a Service Agreement.

Daily Index Price shall mean the applicable midpoint price quoted for deliveries to Transporter in the Daily Price Surveys published by Gas Daily for the applicable Day of Gas flow and for the Pooling Area or geographic area which most closely approximates the applicable Pooling Area (if spot prices are quoted for Transporter's Pooling Areas or other geographic designations) in which a particular Imbalance is incurred. If such surveys are no longer published, Transporter will determine an acceptable substitute source for the Daily Index Price, which it will post on its Internet Web Site. Transporter will post on its Internet Web Site, and update from time to time, for each Pooling Area, the Gas Daily geographic designation which will be used for such Pooling Area.

Day shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Clock Time, or such other time mutually acceptable to Transporter and Shipper.

Dekatherm or Dth shall mean the quantity of heat energy which is equivalent to one (1) MMBtu. One Dekatherm of Gas shall mean the quantity of Gas which contains one dekatherm of heat energy.

Delhi Fuel Use. See Section 27.2.

Delhi Fuel Use and LUFG shall mean Delhi Fuel Use (as defined above) and Delhi LUFG (as defined below).

Delhi LUFG. See Section 27.2.

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GENERAL TERMS AND CONDITIONS

(continued)

Contract Limitations shall mean, individually or collectively, Maximum Receipt Obligation, Secondary Maximum Receipt Quantity, Maximum Delivery Obligation, Secondary Maximum Delivery Quantity, Receipt Entitlement, Maximum Storage Quantity, Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, Maximum Seasonal Withdrawal Quantity and Contract Demand.

Contract Pressure Base means Gas at 14.73 psia.

Cubic Foot shall mean the volume of Gas that occupies one cubic foot when said Gas is at a temperature of sixty degrees (60) Fahrenheit and at a pressure of 14.73 psia.

Daily Imbalance shall mean the Imbalance existing at the conclusion of any Day under a Service Agreement.

Daily Index Price shall mean the applicable midpoint price quoted for deliveries to Transporter in the Daily Price Surveys published by Gas Daily for the applicable Day of Gas flow and for the Pooling Area or geographic area which most closely approximates the applicable Pooling Area (if spot prices are quoted for Transporter's Pooling Areas or other geographic designations) in which a particular Imbalance is incurred. If such surveys are no longer published, Transporter will determine an acceptable substitute source for the Daily Index Price, which it will post on its Internet Web Site. Transporter will post on its Internet Web Site, and update from time to time, for each Pooling Area, the Gas Daily geographic designation which will be used for such Pooling Area.

Day shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Clock Time, or such other time mutually acceptable to Transporter and Shipper.

Dekatherm or Dth shall mean the quantity of heat energy which is equivalent to one (1) MMBtu. One Dekatherm of Gas shall mean the quantity of Gas which contains one dekatherm of heat energy.

Delhi Fuel Use. See Section 27.2.

Delhi Fuel Use and LUGF shall mean Delhi Fuel Use (as defined above) and Wheeling LUGF (as defined below).

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GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

 Elapsed-prorated-scheduled quantity. See NAESB Standard 1.2.12.

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GENERAL TERMS AND CONDITIONS (continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Evening Nomination Cycle. See Sections 5.2(a)(i)(1) and 5.5(a)(i)(1)

Excess Interruptible Revenues. See Section 23.7.

Excess ISS Revenues. See Section 23.6.

Excess IT Revenues. See Section 23.2(b)(iv).

FERC or Commission shall mean the Federal Energy Regulatory Commission or any agency or other governmental body or bodies succeeding to, lawfully exercising or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.

FT Cash Balancing Revenue Credit. See Section 5.7.

FT Credit Account. See Section 5.7.

FT Excess Revenue Share. See Section 23.2.

Fuel Percentages. See Section 27.2.

Fuel Use shall mean Gas consumed by compressors and other Gas handling equipment and company use Gas.

Fuel Use and LUFG shall mean Gas consumed by compressors and other Gas handling equipment, company use Gas and Gas lost or otherwise unaccounted for.

Gas shall mean either natural gas unmixed or any mixture of natural and artificial gas, or propane-air.

Gas Cost shall mean the arithmetic average of the ranges of prices for deliveries to Transporter at the applicable location, as determined by Transporter, published by Gas Daily in its Daily Price Surveys for the Day of the incurrence of the applicable charge.

Gas Supply Realignment Costs or GSR Costs. See Section 23.2.

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GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Gas Trading Period. See Section 5.7(c)(ii)(4) of the General Terms
and Conditions.

Gas Trading Program. See Section 5.7(c)(ii)(4).

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GENERAL TERMS AND CONDITIONS
(continued)

Gross Heating Value shall mean the number of British Thermal Units produced by the combustion at constant pressure of the amount of dry Gas which would occupy a volume of one cubic foot at a temperature of sixty degrees (60) Fahrenheit and under an absolute pressure of 14.73 pounds per square inch with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of Gas and air, and when the water formed by combustion is condensed to the liquid state.

GSR Index Price. See Section 23.2(a).

Hour shall mean a period of sixty consecutive minutes beginning at the top of the hour, e.g., 9:00, or such other time mutually acceptable to Transporter and Shipper.

Imbalance shall mean the difference in the Dth or quantity of Gas which Shipper receives at the Point(s) of Delivery and the MMBtu or quantity of Gas which Transporter receives for the account of Shipper at the Point(s) of Receipt (exclusive of the quantity received as Storage Fuel Use and LUFG, if any, and Fuel Use and LUFG) at any time or during any given period under a Service Agreement.

Index Price shall mean the highest average weekly or monthly price for a given Month, as published, or calculated using published listings of prices, in Gas Daily for gas delivered at the applicable point or for the Pooling Area or geographic area which most closely approximates the applicable point or Pooling Area (if spot prices are quoted for Transporter's Pooling Areas or other geographic designations) in which the applicable activity occurred. If such publication is no longer published, the Index Price shall be derived in the same manner, using the prices quoted in Inside FERC's Gas Marketing Report.

Injection Period. See Section 7 of Rate Schedule FSS.

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GENERAL TERMS AND CONDITIONS
(continued)

Internet Web Site. See Section 22.

Interruptible Maximum Daily Injection Quantity. See
Section 6 of Rate Schedule ISS.

Interruptible Maximum Daily Withdrawal Quantity. See Section 6 of
Rate Schedule ISS.

Interruptible Maximum Storage Quantity. See Section 6 of Rate
Schedule ISS.

Interruptible Working Gas Quantity. See Section 6 of Rate
Schedule ISS.

Intraday 1 Nomination Cycle. See Sections 5.2(a)(i)(3) and
5.5(a)(i)(3).

Intraday 2 Nomination Cycle. See Sections 5.2(a)(i)(4) and
5.5(a)(i)(4).

Intraday Nomination shall mean a prospective nomination submitted
after the deadline for the Timely Nomination Cycle. An Intraday
Nomination must end at the end of the Day for which the
nomination is submitted.

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GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

IT Cash Balancing Revenue Credit. See Section 5.7.

IT Credit Account. See Section 5.7.

IT Crediting Revenues. See Section 23.2(b) (iv).

IT Revenue Credit. See Section 23.5.

Long-Term Firm Agreement. See Section 21.

LUFG shall mean Gas lost or otherwise unaccounted for.

Maximum Advance Delivery Quantity. See Section 2.1 of Rate
Schedule SBS.

Maximum Advance Receipt Quantity. See Section 2.1 of Rate
Schedule SBS.

Maximum Contract Quantity or MCQ shall mean the maximum Dth or
quantity of Gas which Transporter shall agree to tender for
delivery under a Service Agreement on an interruptible basis on
any given Day on behalf of Shipper, to the extent such quantity is
nominated by Shipper or for Shipper's account and scheduled or
otherwise authorized by Transporter.

Maximum Daily Injection Quantity. See Section 7 of Rate Schedule
FSS, or Section 4.3 of Rate Schedule RSS, as applicable.

Maximum Daily Withdrawal Quantity. See Section 7 of Rate Schedule
FSS, or Section 4.1 of Rate Schedule RSS, as applicable.

Maximum Deliverability Quantity. See Section 7 of Rate Schedule
FSS.

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GENERAL TERMS AND CONDITIONS
(continued)

Maximum Delivery Obligation or MDO shall mean the maximum Dth or quantity of Gas which Transporter is obligated to tender for delivery to Shipper on any given Day or in any Hour, as applicable, at a Point of Delivery or group of Points of Delivery, under a Service Agreement on a firm basis, to the extent such quantity is nominated by Shipper or for Shipper's account and scheduled or otherwise authorized by Transporter.

Maximum Injection Quantity. See Section 7 of Rate Schedule FSS.

Maximum Monthly Injection Quantity. See Section 7 of Rate Schedule FSS.

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GENERAL TERMS AND CONDITIONS

(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Maximum Monthly Withdrawal Quantity. See Section 7 of Rate Schedule FSS.

Maximum Receipt Obligation or MRO shall mean the maximum Dth or quantity of Gas, exclusive of quantities provided as Storage Fuel Use and LUFG, if any, and Fuel Use and LUFG, which Transporter is obligated to receive from a Shipper on any given Day or in any Hour, as applicable, at any Point of Receipt under a Service Agreement on a firm basis, when applicable.

Maximum Seasonal Withdrawal Quantity. See Section 4.2, Rate Schedule RSS.

Maximum Storage Capacity. See Section 4 of Rate Schedule NNTS.

Maximum Storage Quantity. See Section 7 of Rate Schedule FSS.

Mcf shall mean 1,000 cubic feet of Gas.

Minimum Daily Injection Quantity. See Section 7 of Rate Schedule FSS.

Minimum Monthly Injection Quantity. See Section 7 of Rate Schedule FSS.

Minimum Monthly Withdrawal Quantity. See Section 7 of Rate Schedule FSS.

MMBtu shall mean the quantity of heat energy equivalent to 1,000,000 Btu.

Month shall mean the period beginning 9:00 a.m. Central Clock Time (or other mutually acceptable time) on the first Day of the calendar month and ending at the same hour on the first Day of the next succeeding calendar month.

Monthly Imbalance shall mean the Imbalance existing at the conclusion of any Service Month under a Service Agreement.

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GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

NAESB Standards shall mean those standards relating to business practices and electronic communications promulgated by the Wholesale Gas Quadrant of the North American Energy Standards Board ("NAESB"), as adopted and codified by the Commission in its regulations.

Net Imbalance Quantity. See Section 5.7(c)(ii).

Net Oversupplies Quantity. See Section 5.7(c)(ii).

Net Undersupplies Quantity. See Section 5.7(c)(ii).

Neutral Pooling Area shall mean an area containing all Receipt Points on Transporter's transmission mainlines, and lines connected thereto, located in Pittsburg, Latimer, Haskell, and Pushmataha Counties in Oklahoma.

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GENERAL TERMS AND CONDITIONS
(continued)

North Pooling Area shall mean an area containing all Receipt Points on
Transporter's transmission mainlines, and lines connected thereto,
located at points east of

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GENERAL TERMS AND CONDITIONS

(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

the eastern terminus of the Neutral Pooling Area and north of Line AC.

Operating Plan. See Section 20.

Operating Range shall mean the authorized percentage variance of two percent (2%) between the total Dth or quantity of Gas delivered by Shipper at the Point(s) of Receipt, less the sum of Storage Fuel Use and LUFG, if any, and Fuel Use and LUFG, and the total Dth or quantity of Gas received by Shipper at the Point(s) of Delivery at any given time under a Service Agreement.

Operational Alerts. See Section 20.

Operational Flow Orders or OFOs. See Section 20. An Operational Flow Order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Transporter's system, or to maintain operations required to provide efficient and reliable firm service. Whenever Transporter experiences these conditions any pertinent order should be referred to as an Operational Flow Order.

Operator shall mean the person or entity that is responsible for operating facilities immediately upstream of Transporter's system.

Order No. 636 Open Season shall mean the periods during which Transporter received requests for allocating capacity for new services to be provided under this Tariff. For Rate Schedules NNTS and FSS, the Open Season was held between 7:00 a.m. March 3, 1993, and the close of business March 16, 1993.

Oversupplies shall mean an Imbalance existing at any given time consisting of an excess in the quantities which Shipper provided to Transporter at Receipt Points, including Storage Points of Withdrawal, over the quantities received by Shipper at Point(s) of Delivery.

Overrun Gas. See Section 5.3 of Rate Schedules FT and IT.

Penalty Base Period. See Section 31.2.

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GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Perryville Hub Points of Delivery, or Perryville Hub Delivery Points, shall consist of the following points:

Point Name	Location
Tennessee 100 Line	Ouachita Parish, LA
TETCO West Monroe	Ouachita Parish, LA
TGT Perryville	Ouachita Parish, LA
TGT Sterlington	Ouachita Parish, LA
Trunkline Richland	Richland Parish, LA
Gulf South West Monroe	Ouachita Parish, LA
MRT Perryville	Ouachita Parish, LA
ANR Perryville	Ouachita Parish, LA
Columbia Gulf Delhi	Richland Parish, LA
Tennessee 800 Line	Franklin Parish, LA
Louisiana Gas Service	Ouachita Parish, LA
Enbridge Pipelines (Midla)	Ouachita Parish, LA

and such other points located on the facilities comprising the Perryville Hub as Transporter may determine and post on its Internet Web Site from time to time; provided, however, that if a new point would require a modification to Section 3.2 of Rate Schedule PHS, Transporter shall make a Tariff filing to add such point to the Perryville Hub Points of Delivery.

Perryville Hub Points of Receipt, or Perryville Hub Receipt Points, shall consist of the following points:

Point Name	Location
Columbia Gulf Delhi	Richland Parish, LA
Tennessee 100 Line	Ouachita Parish, LA
Tennessee 800 Line	Franklin Parish, LA
TETCO West Monroe	Ouachita Parish, LA
TGT Perryville	Ouachita Parish, LA
TGT Sterlington	Ouachita Parish, LA
Trunkline Richland	Richland Parish, LA
Gulf South West Monroe	Ouachita Parish, LA
MRT Perryville	Ouachita Parish, LA
ANR Perryville	Ouachita Parish, LA
Enbridge Pipelines (Midla)	Ouachita Parish, LA

and such other points located on the facilities comprising the Perryville Hub as Transporter may determine and post on its Internet Web Site from time to time; provided, however, that if a new point would require a modification to Section 3.2 of Rate Schedule PHS, Transporter shall make a Tariff filing to add such point to the Perryville Hub Points of Receipt.

Point(s) of Delivery or Delivery Point(s) shall mean the point(s) specified in a Service Agreement at which Shipper may request Transporter to tender for delivery Gas for its account including, but not limited to, Storage Points of Injection and, under

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Superseding: Original Sheet No. 252

GENERAL TERMS AND CONDITIONS
(continued)

Rate Schedule PS subject to applicable limitations, Pools.

Point(s) of Receipt or Receipt Point(s) shall mean the point(s) (e.g., wellhead, central point in the field, Storage Points of Withdrawal, pipeline interconnections, or, subject to applicable limitations, Pools) specified in a Service Agreement where Shipper shall tender Gas for service.

Pool or Pooling shall mean an aggregation of Gas quantities from Points of Receipt on Transporter's system in accordance with Rate Schedule PS.

Pooling Area shall mean an area containing a group of Receipt Points located in a defined portion of Transporter's system in which Pools may be established, and in which a Shipper may have a Receipt Entitlement or nominate receipts. The Pooling Areas established on Transporter's system are shown on the map at Sheet No. 3 of this Tariff and are listed as follows: West Pooling Area 1, West Pooling Area 2, Neutral Pooling Area, North Pooling Area and South Pooling Area.

Pool Manager shall mean any Shipper that utilizes the pooling and supply aggregation service described in Rate Schedule PS hereof under a valid Service Agreement.

Pool Transfer shall mean the daily delivery allocation of a quantity of Gas out of one Pool into another. A Pool Transfer shall be made on a prospective basis pursuant to valid advance nominations and shall constitute a delivery on Transporter's system for Imbalance purposes.

Predetermined Allocation Agreement. See Section 5.2.

Price Differential GSR Costs. See Section 23.2.

Primary Path. See Section 30.

Primary Path Segment. See Section 30.

Primary Point(s) of Delivery or Primary Delivery Point(s). See Section 5.4.

Primary Point(s) or Receipt or Primary Receipt Points. See Section 5.1.

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GENERAL TERMS AND CONDITIONS

(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Quick Response shall mean an electronic message provided by Transporter to advise Shipper of whether its electronic nomination met Transporter's requirements and was correctly communicated, or to advise Shipper of errors in its nomination.

Receipt Entitlement shall mean the maximum Dth or quantity of Gas, exclusive of quantities provided as Storage Fuel Use and LUFG, if any, and Fuel Use and LUFG, that Transporter, subject to the provisions of this Tariff, shall be obligated to receive from a Shipper on any given Day or in any Hour, as applicable, within a Pooling Area under a Service Agreement on a firm basis.

Recovery Period. See Section 27.2.

Remaining Interruptible Revenues. See Section 23.7.

Remaining ISS Costs. See Section 23.6.

Remaining IT Costs. See Section 23.2(b)(iv).

Return Deficiency Charge shall mean one hundred fifty percent (150%) of the highest average weekly or monthly price for a given Month as published, or calculated using published listings of prices, in Gas Daily for Gas delivered at the point or geographic location which most closely approximates such point at which the gas was to be returned. If there is no such price published, the Return Deficiency Charge for the applicable Month shall be one hundred fifty percent (150%) of the Index Price for the Pooling Area in which the gas was to be returned.

Reverse Injection Period. See Section 4.5, Rate Schedule RSS.

Reverse Storage Contract Year. See Section 4.7, Rate Schedule RSS.

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GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Reverse Withdrawal Period. See Section 4.6, Rate Schedule RSS.

RSS Balance. See Section 4.4, Rate Schedule RSS.

Sales Agreement. See Rate Schedule USS.

Secondary Maximum Delivery Quantity or Secondary MDQ. See Section 5.4.

Secondary Maximum Receipt Quantity or Secondary MRQ. See Section 5.1.

Secondary Point(s) of Delivery. See Section 5.4.

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GENERAL TERMS AND CONDITIONS
(continued)

Secondary Points of Receipt. See Section 5.1.

Segment Delivery Point. See Section 30.

Segment Receipt Point. See Section 30.

Seller. See Rate Schedule USS.

Service Agreement shall mean the agreement, including any amendments, attachments and/or exhibits thereto between Shipper and Transporter, pursuant to which Shipper receives Transportation service.

Service Month shall mean all or any part of a Month during which Shipper receives service under a Service Agreement.

Shipper shall mean the party, acting either directly or through an agent or designee, for whose account service is provided by Transporter under this Tariff.

Shipper Penalty Revenue Credit. See Section 31.2.

Short-Term Firm Revenues. See Section 23.2(b)(iv).

South Pooling Area shall mean an area containing all Receipt Points on Transporter's transmission mainlines, and lines connected thereto located east of the eastern terminus of the Neutral Pooling Area and south of, and including, Line AC.

Small Customer. For purposes of Rate Schedule USS, see Section 4 thereof. For purposes of Rate Schedule FT, see Section 3.2 thereof. For purposes of Rate Schedule NNTS, see Section 5.2 thereof.

Storage Contract Year. See Section 7 of Rate Schedule FSS.

Storage Fuel shall mean, until May 1, 2002, Gas consumed by compressors and other Gas handling equipment, company use Gas, and Gas lost or otherwise unaccounted for, related to the provision of storage services and the use of storage facilities on Transporter's system. After May 1, 2002, references in this Tariff and in existing Service Agreements to Storage Fuel shall mean Storage Fuel Use and LUFG, as defined below.

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GENERAL TERMS AND CONDITIONS
(continued)

Storage Fuel Use shall mean Gas consumed by compressors and other Gas handling equipment, and company use Gas related to the provision of storage services and the use of storage facilities on Transporter's system.

Storage Fuel Use and LUFG shall mean Storage Fuel Use (as defined above) and Storage LUFG (as defined below).

Storage LUFG shall mean Gas lost or otherwise unaccounted for related to the provision of storage services and the use of storage facilities on Transporter's system.

Storage Overrun Service. See Section 5.3 of Rate Schedules FSS and ISS.

Storage Points of Injection. See Section 7 of Rate Schedule FSS.

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GENERAL TERMS AND CONDITIONS

(continued)

Summer Period shall mean the period from April 1 through October 31 in a calendar Year.

Tariff shall mean Transporter's FERC Gas Tariff, as on file and in effect from time to time.

Third Party Account Administrator or 3PAD shall mean a Title Transfer Tracking Service Provider other than Transporter.

Timely Nomination Cycle. See Sections 5.2(a)(i)(1) and 5.5(a)(i)(1).

Title shall be, unless otherwise provided in this Tariff or a contract, the term used to identify the ownership of the Gas.

Title Transfer shall mean the change of title to Gas between parties at a location.

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

Title Transfer Tracking Service Provider is a party conducting Title Transfer Tracking activity.

Total Penalty Revenues. See Section 31.2.

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GENERAL TERMS AND CONDITIONS
(continued)

Transmission System shall mean those certain facilities that are classified on the books of Transporter (or its transporter, if applicable) as transmission plant under the Uniform System of Accounts of the Commission's regulations under the Natural Gas Act and minor gathering facilities that are located immediately upstream of such facilities.

Transportation shall mean the transmission, pooling (supply aggregation), balancing, exchange, storage, Pool Transfer, wheeling, parking, loaning or displacement of Gas by Transporter.

Transporter shall mean Reliant Energy Gas Transmission Company ("REGT").

Transporter's Reticulated System. See Section 30.

Unauthorized Gas. See Section 5.8.

Undersupplies shall mean an Imbalance existing at any given time consisting of an excess in the quantities received by Shipper at Point(s) of Delivery over the quantities Shipper provided to Transporter at Point(s) of Receipt.

West Pooling Area 1 shall mean an area containing all Receipt Points on Transporter's transmission mainlines, and lines connected thereto, located at points west of the input (suction) side of the Amber Junction compressor station.

West Pooling Area 2 shall mean an area containing all Receipt Points on Transporter's Transmission mainlines, and lines connected thereto, located at points east of the input (suction) side of the Amber Junction compressor station and west of the western terminus of the Neutral Pooling area.

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GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Wheeling LUFG. See Section 27.2.

Winter Period shall mean the period beginning November 1 in a calendar Year and continuing through March 31 of the following calendar Year.

Withdrawal Period. See Section 7 of Rate Schedule FSS.

Working Gas Quantity. See Section 7 of Rate Schedule FSS.

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GENERAL TERMS AND CONDITIONS
(continued)

Wheeling LUFG. See Section 27.2.

Winter Period shall mean the period beginning November 1 in a calendar Year and continuing through March 31 of the following calendar Year.

Withdrawal Period. See Section 7 of Rate Schedule FSS.

Working Gas Quantity. See Section 7 of Rate Schedule FSS.

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GENERAL TERMS AND CONDITIONS

(continued)

- (d) References to Point(s) of Delivery throughout this Tariff shall be deemed to include Primary and Secondary Delivery Points, as appropriate. References to Primary Delivery Point(s), unless otherwise specified, shall include Point(s) of Delivery under Rate Schedule NNTS, and where appropriate, references to Contract Demand shall include Contract Delivery Demand.
- (e) The descriptive headings of the sections of this Tariff are included for convenient reference only and shall not be deemed to affect the interpretation or construction of such sections.
- (f) For definitions to Take-or-Pay Recovery Mechanism, see Section 18.1.
- (g) Unless otherwise indicated and where appropriate, references to Compressor Fuel throughout this Tariff shall be deemed to include Storage Fuel and Delhi Compressor Fuel, as and where applicable, references to Fuel Use and LUFG throughout this Tariff shall be deemed to include Storage Fuel Use and LUFG, and Delhi Fuel Use and LUFG, as and where applicable. After May 1, 2002, references in this Tariff and in existing Service Agreements to Compressor Fuel, Storage Fuel and Delhi Compressor Fuel shall mean Fuel Use and LUFG; Storage Fuel Use and LUFG; and Delhi Fuel Use and LUFG, respectively, as such terms are defined herein.
- (h) References to "MMBtu" in this Tariff shall be deemed references to Dekatherms (Dth).
- (i) References to Day or daily throughout this Tariff shall be deemed to include any given period of time as may be applicable, e.g., Hour, Intraday periods.

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GENERAL TERMS AND CONDITIONS

(continued)

- (d) References to Point(s) of Delivery throughout this Tariff shall be deemed to include Primary and Secondary Delivery Points, as appropriate. References to Primary Delivery Point(s), unless otherwise specified, shall include Point(s) of Delivery under Rate Schedule NNTS, and where appropriate, references to Contract Demand shall include Contract Delivery Demand.
- (e) The descriptive headings of the sections of this Tariff are included for convenient reference only and shall not be deemed to affect the interpretation or construction of such sections.
- (f) For definitions to Take-or-Pay Recovery Mechanism, see Section 18.1.
- (g) Unless otherwise indicated and where appropriate, references to Compressor Fuel throughout this Tariff shall be deemed to include Storage Fuel and Delhi Compressor Fuel, as and where applicable; and references to Fuel Use and LUFG throughout this Tariff shall be deemed to include Storage Fuel Use and LUFG, and Delhi Fuel Use and LUFG, as and where applicable. After May 1, 2002, references in this Tariff and in existing Service Agreements to Compressor Fuel, Storage Fuel and Delhi Compressor Fuel shall mean Fuel Use and LUFG; Storage Fuel Use and LUFG; and Delhi Fuel Use and LUFG, respectively, as such terms are defined herein. After December 1, 2002, references in this Tariff and in existing Service Agreements to Delhi Compressor Fuel shall mean Delhi Fuel Use and/or Wheeling LUFG, as applicable, as such terms are defined herein.
- (h) References to "MMBtu" in this Tariff shall be deemed references to Dekatherms (Dth).
- (i) References to Day or daily throughout this Tariff shall be deemed to include any given period of time as may be applicable, e.g., Hour, Intraday periods.

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GENERAL TERMS AND CONDITIONS
(continued)

2. MEASUREMENT:

- 2.1 Unit of Volume. The unit of volume shall be one Mcf of Gas at a temperature base of sixty degrees (60()) Fahrenheit and a pressure base of 14.73 psia, and all volumes shall be converted from actual conditions to these standard bases in accordance with the Ideal Gas Laws, corrected by Transporter for supercompressibility in accordance with the American Gas Association ("AGA") Report No. 8, as amended from time to time, unless otherwise agreed.
- 2.2 Conversion to Dth. Conversion to Dth shall be made by multiplying the volume as otherwise determined hereunder by a fraction the denominator of which is 1,000 and the numerator of which is the Gross Heating Value of the Gas per cubic foot in British Thermal Units.
- 2.3 Quantity and Heating Value Determination. The quantity and heating value of Gas received and delivered pursuant to a Service Agreement under the

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GENERAL TERMS AND CONDITIONS
(continued)

2. MEASUREMENT (continued)

Report No. 3 ANSI/API 2530, as amended from time to time, unless otherwise agreed.

- (e) The Gross Heating Value shall be determined by using a suitably located and reasonably acceptable calorimeter or calculation from fractional analysis by an acceptable chromatograph, according to the methods outlined in the AGA Measurement Committee Report No. 5, as amended from time to time, unless otherwise agreed. The Gross Heating Value so determined shall be corrected from the conditions of testing to that of the actual condition of the Gas as delivered (including the conversion from saturated to dry conditions) expressed in Btu per cubic foot and reported at a pressure base of 14.73 psia; provided, however, if the Gas as delivered contains seven (7) pounds of water or less per one million (1,000,000) cubic feet, such Gas shall be assumed to have zero (0) pounds of water per one million (1,000,000) cubic feet (dry Gas).

- 2.4 Examination of Records. Upon request, the measuring party shall make its measurement charts and records available to the other party for examination, the same to be returned within twenty (20) Days; provided, however, that the measuring party shall not be required to provide any such records or charts more often than once in any three (3) Month period. Transporter's charts and records for a given Service Month shall be conclusively presumed correct if no written objection thereto is served on Transporter in accordance with the provision of Section 14.4 below. Records will be retained for a period of two Years.

- 2.5 Closing of Measurement. Transporter will close measurement no later than five (5) Business Days after the end of the applicable Service Month, in accordance with NAESB Standard 2.3.7.

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GENERAL TERMS AND CONDITIONS

(continued)

3. MEASUREMENT EQUIPMENT (continued)

for Point(s) of Receipt or Delivery shall be owned, maintained and operated, at or near the Point of Receipt or Delivery, as agreed to by Transporter. Transporter, in addition to any remedies otherwise available to it, shall retain the right either to discontinue the operation and maintenance of measuring facilities when it determines that the daily average flows, determined over a period of sixty (60) consecutive Days, through any such facility fall below 75 Mcfd or that to continue such operation and maintenance would be otherwise economically or operationally impracticable after posting in advance on its Internet Web Site the specific criteria to be used in making any such determinations, or to enter into mutually agreeable reimbursement arrangements. Where used, orifice meters shall employ flange taps and shall be installed and operated in accordance with the referenced AGA Measurement Committee Report No. 3 ANSI/API 2530, as amended from time to time, unless otherwise agreed. The stated pressure shall be measured from the downstream flange tap. If turbine meters are used, they shall be installed and operated in accordance with the AGA Transmission Measurement Committee Report No. 7, as amended from time to time, unless otherwise agreed. If other types of measurement devices or instruments are used, the installation and operation of such facilities shall be in accordance with terms and procedures reasonably acceptable to Transporter, in view of its operational requirements and constraints.

- 3.2 Check Meters. Either party shall have the right to install, maintain and operate, at its own expense, at or near Point(s) of Receipt and Delivery, check meters and other necessary equipment by which the quantity of Gas received or delivered by Transporter may be measured for checking purposes, provided that the installation or operation shall in no way interfere with the operation, maintenance and measurement of any primary measuring facilities at such point(s). Where used, orifice meters shall employ flange taps and shall be installed and operated in accordance with the AGA Committee Report No. 3 ANSI/API 2530, as amended from time to time,

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GENERAL TERMS AND CONDITIONS
(continued)

3. MEASUREMENT EQUIPMENT (continued)

unless otherwise agreed. If turbine meters are used, they shall be installed and operated in accordance with the AGA Committee Report No. 7, as amended from time to time, unless otherwise agreed. If other types of measurement devices or instruments are used, the installation and operation of such facilities shall be in accordance with terms and procedures reasonably acceptable to Transporter, in view of its operational requirements and constraints.

- 3.3 Accuracy. All measuring equipment shall be installed in such manner as to permit an accurate determination of the quantity of Gas received or delivered and ready verification of the accuracy of measurement. The parties shall exercise reasonable care in the installation, maintenance and operation of check measuring or pressure regulating equipment or Gas compressors so as to prevent inaccuracy in the determination of the quantity of Gas being measured. When Transporter determines that pulsation problems or other measurement inaccuracies exist, in addition to any remedies otherwise available to it, Transporter shall have the right to require Shipper or other third parties to install pulsation dampening equipment and/or to regulate Gas flows in a manner which would prevent or eliminate such problems or inaccuracies. Following notice to the affected parties and pending the correction of the problem, measurements based on charts or meters at any such affected points for system operating purposes shall be made in a manner which reasonably adjusts or compensates for the inaccuracy identified.
- 3.4 Meter Testing. The accuracy of the primary measuring equipment shall be verified by the primary measuring party at reasonable intervals, and, if requested, in the presence of representatives of the non-measuring party, but the primary measuring party shall not be required to verify the accuracy of such equipment more frequently than once in any ninety (90) Day period.
- 3.5 Meter Correction. Readings, calibrations, tests, repairs and adjustments of the primary measuring party's metering and testing equipment, and changing

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GENERAL TERMS AND CONDITIONS
(continued)

3. MEASUREMENT EQUIPMENT (continued)

such facilities and to such premises at any reasonable time for any purpose connected with the provision of service hereunder.

- 3.7 Access to Tests 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 or checking the measurement of deliveries hereunder. The records from such 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 twenty (20) Days after receipt thereof.
- 3.8 Preservation of Records. Each party shall preserve on microfilm or otherwise for a period of at least one (1) Year all test data, charts and other similar records, unless such records pertain to a pending dispute.

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First Revised Sheet No. 268 First Revised Sheet No. 268 : Effective

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GENERAL TERMS AND CONDITIONS
(continued)

4. QUALITY (continued)

- (d) shall not have a temperature of less than forty degrees Fahrenheit nor more than one hundred twenty degrees Fahrenheit;
- (e) shall not contain an amount of water vapor exceeding seven (7) pounds of water per MMcf measured at a pressure base of 14.73 psia and at a temperature of sixty degrees Fahrenheit;
- (f) shall not contain in excess of two-tenths of one percent (0.2 of 1%) by volume of oxygen;
- (g) shall not contain more than two percent (2%) by volume of carbon dioxide;
- (h) shall not contain in excess of three percent (3%) by volume of nitrogen;
- (i) shall not have a hydrocarbon dew point in excess of twenty degrees Fahrenheit at 800 psig. This dew point can usually be obtained when the pentanes and heavier content (C5+) of the gas is not in excess of two-tenths (0.2) gallons per Mcf as determined by a chromatographic analysis using standard equipment performed in accordance with standard industry practices and procedures.

4.4 Deleterious Substances. The Gas tendered for transportation hereunder shall not contain any toxic, hazardous or deleterious materials or substances, or any materials potentially harmful to persons or the environment, including, but not limited to, polychlorinated biphenyls and substances requiring investigation, remediation or removal under any law, regulation, rule or order in effect from time to time.

4.5 Commingling. Transporter shall have the unqualified right to commingle Gas received for service hereunder with Gas from other sources. Accordingly, Gas received by Transporter shall be subject to such changes as may result from such commingling and Transporter shall, notwithstanding any other provisions herein, be under no obligation to deliver for Shipper's account Gas identical to that received by Transporter. Subject to other terms and

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GENERAL TERMS AND CONDITIONS
(continued)

4. QUALITY (continued)

provisions of this Tariff, Transporter will transport and tender for delivery for the account of Shipper such thermally equivalent quantities of Gas, less Fuel Use and LUFG retained, as it receives for such Shipper's account.

- 4.6 Non-Conformance. If the Gas tendered for transportation by Shipper shall fail at any time to conform to any of the specifications set forth herein above, then Transporter shall so notify Shipper thereof and Transporter thereupon may, at its option and in addition to any other remedies available to Transporter, refuse to accept delivery pending correction by Shipper. Transporter also may, at its option, offer to bring such Gas into conformity with such specifications. If Shipper accepts such offer, Shipper shall reimburse Transporter, on mutually agreed upon terms, for all expenses reasonably incurred by Transporter in effecting such changes.

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GENERAL TERMS AND CONDITIONS
(continued)

5. RECEIPT AND DELIVERY NOMINATIONS, SCHEDULING AND CONDITIONS:

5.1 Point(s) of Receipt.

(a) Options:

- (i) Rate Schedule FT Shippers: Subject to the terms and conditions of this Tariff, and except as otherwise specified in Rate Schedules FT, RSS and/or NNTS, Shippers receiving service under Rate Schedule FT may request specific physical Receipt Points as Primary Receipt Points, Secondary Receipt Points and/or Additional Individual Receipt Points, and/or one or more Pools on Transporter's system as Points of Receipt within applicable Receipt Entitlements for utilization under a Rate Schedule FT Service Agreement. Under certain circumstances described in this Tariff, such Shippers may request receipts from Pools, Additional Individual Receipt Points and/or Secondary Receipt Points in Pooling Areas which are not covered by its Receipt Entitlement(s). On any Day, Transporter shall not be obligated to receive and Shipper shall not be entitled to deliver a cumulative quantity from all of Shipper's Receipt Points in excess of applicable Receipt Entitlements and Contract Demand.
- (1) Primary Receipt Points: In addition to the utilization of Pools and/or Additional Individual Receipt Points as Receipt Points under a Service Agreement, Shipper may request specific physical Primary Point(s) of Receipt located within its Receipt Entitlement(s) and a Maximum Receipt Obligation (MRO) for each such point. The aggregate of such MRO('s) in such Pooling Area(s) shall not exceed applicable Receipt Entitlement(s). The total of all MRO's shall not exceed Shipper's

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First Revised Sheet No. 271 First Revised Sheet No. 271 : Effective

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GENERAL TERMS AND CONDITIONS
(continued)

5.1 Point(s) of Receipt (continued)

Contract Demand. Assignment of capacity to Shipper at each requested Primary Point of Receipt shall be in accordance with Section 10 hereof. The quantity limitations for receipts that are permitted for a given Day during the Service Month at Primary Receipt Points shall be:

- (A) the effective MRO's applicable to receipts at any individual point(s);
 - (B) Shipper's total MRO's within the Receipt Entitlement (less receipts from Secondary Receipt Point(s) within the Receipt Entitlement), for each of Shipper's Receipt Entitlements;
 - (C) the Receipt Entitlement (less receipts from Pools, Additional Individual Receipt Points and Secondary Receipt Point(s) within the Receipt Entitlement) applicable to receipts at all Receipt Points within the Receipt Entitlement, for each of Shipper's Receipt Entitlements; and/or
 - (D) the Contract Demand (less total receipts from Pools and at Additional Individual Receipt Points and Secondary Receipt Point(s) in all Pooling Areas) applicable to total receipts.
- (2) Secondary Receipt Points: Subject to the provisions of this section, a Shipper with Primary Receipt Point(s) may also request, pursuant to Section 5.2 below, interruptible service from specific physical Receipt Points located in Pooling Area(s) in which its Primary Receipt Points are located as

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GENERAL TERMS AND CONDITIONS
(continued)

5.1 Point(s) of Receipt (continued)

Secondary Receipt Points. Shipper shall specify a Secondary Maximum Receipt Quantity for each such point, the aggregate of which, when added to the sum of Shipper's nominations at its Primary Receipt Point(s) shall not exceed the sum of Shipper's MRO's within the applicable Receipt Entitlement. Assignment of capacity to Shipper at each requested Secondary Receipt Point shall be as provided in Section 5.2 below. The quantity limitations for total nominations and/or receipts that are permitted for a given Day during the Service Month at Secondary Receipt Points shall be:

- (A) the Secondary MRQ's established at any individual point;
- (B) the sum of Shipper's total MRO's within the applicable Receipt Entitlement (less receipts from Primary Receipt Points) for each of Shipper's Receipt Entitlements;
- (C) the applicable Receipt Entitlement (less receipts from Additional Individual Receipt Points, Pools and Primary Receipt Point(s) within the Receipt Entitlement), applicable to receipts at all Receipt Points within the Receipt Entitlement, for each of Shipper's Receipt Entitlements; and/or
- (D) the Contract Demand (less total receipts from Additional Individual Receipt Points, Pools and Primary Receipt Points in all Pooling Areas).

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Second Revised Sheet No. 273 Second Revised Sheet No. 273 : Effective
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GENERAL TERMS AND CONDITIONS
(continued)

5.1 Point(s) of Receipt (continued)

- (3) Additional Individual Receipt Points: In addition to the utilization of Primary Receipt Points, Secondary Receipt Points and/or Pools under a Service Agreement, Shipper may request, pursuant to Section 5.2 of these General Terms and Conditions, interruptible service from specific physical Points of Receipt located within its Receipt Entitlement(s) as Additional Individual Receipt Points. Utilization of such points by Shipper shall be in accordance with the provisions of Section 5.2 below. The quantity limitations for total nominations and/or receipts that are permitted for a given Day during the Service Month from Additional Individual Receipt Points shall be:
 - (A) the applicable Receipt Entitlement (less receipts from Primary and Secondary Receipt Points and Pools within such Receipt Entitlement) for each of Shipper's Receipt Entitlements; and/or
 - (B) the Contract Demand (less total receipts from Primary and Secondary Receipt Points and Pools in all Pooling Areas), applicable to total receipts.
- (4) Pools: In addition to utilization of Primary and/or Secondary Receipt Points and/or Additional Individual Receipt Points and except as provided in Section 30, Shipper may request, pursuant to Section 5.2 of these General Terms and Conditions, interruptible service from Pools which receive Gas from points located within a Pooling Area which is covered by one of its Receipt Entitlement(s). Utilization of Pools by Shipper shall be in

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First Revised Sheet No. 274 First Revised Sheet No. 274 : Effective

Superseding: Original Sheet No. 274

GENERAL TERMS AND CONDITIONS
(continued)

5.1 Point(s) of Receipt (continued)

accordance with the provisions of Section 5.2 below. Except as specifically provided otherwise in this Tariff, a Shipper designating Pools as its Points of Receipt is not relieved of any of its responsibilities or obligations under this Tariff. The quantity limitations for total nominations and/or receipts that are permitted for a given Day during the Service Month from Pools shall be:

- (A) the applicable Receipt Entitlement (less receipts from Primary, Secondary and Additional Individual Receipt Points within the Receipt Entitlement), for each of Shipper's Receipt Entitlements; and/or
 - (B) the Contract Demand (less total receipts from Primary, Secondary and Additional Individual Receipt Points in all Pooling Areas), applicable to total receipts.
- (5) Shipper may substitute Primary Receipt Points or otherwise change MRO's, provided that effective Receipt Entitlements and/or Contract Demand are not exceeded. Deletions, substitutions or additions of Receipt Points shall be in accordance with the provisions of Section 10 below. A Shipper receiving discounted service shall not be entitled to receive discounted rates for receipts at substituted or changed Primary Receipt Points unless Transporter and Shipper expressly agree.

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GENERAL TERMS AND CONDITIONS
(continued)

5.1 Point(s) of Receipt (continued)

- (6) Out-of-Pooling Area Utilization: Shipper may request, in accordance with (i) (2) above and Section 5.2 of these General Terms and Conditions, utilization of Secondary Receipt Points in Pooling Areas other than those in which its applicable Primary Receipt Point is located. Shipper may also request, in accordance with Section 5.2, to utilize Additional Individual Receipt Points and/or Pools in any Pooling Area, whether or not such Pooling Area is covered by one of Shipper's Receipt Entitlements.
 - (7) A Shipper receiving discounted service shall not be entitled to receive discounted rates for receipts at Secondary Receipt Points, Additional Individual Receipt Points or Pools, unless Transporter and Shipper expressly agree. Except as provided otherwise in this Tariff, service at Secondary Receipt Point(s), Additional Individual Receipt Points and Pools shall be provided in accordance with and subject to the terms and conditions applicable to service under Rate Schedule IT.
- (ii) Rate Schedule IT Shippers:
- (1) Specific Physical Receipt Points: Shippers receiving service under a Rate Schedule IT Service Agreement may request one or more generally available specific physical Receipt Points during the Section 5.2(a) nomination and confirmation process;

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Second Revised Sheet No. 276 Second Revised Sheet No. 276 : Effective

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GENERAL TERMS AND CONDITIONS

(continued)

5.1 Point(s) of Receipt (continued)

provided that its aggregate receipts shall not exceed its MCQ.

- (2) Pools: In addition to the utilization of specific physical Receipt Points, Shippers receiving service under a Rate Schedule IT Service Agreement may request one or more generally available Pools on Transporter's system as Receipt Points during the Section 5.2(a) nomination and confirmation process; provided that its aggregate receipts shall not exceed its MCQ.

- (iii) Rate Schedule PS Shippers: Pool Managers shall have the receipt option contained in, and shall be subject to, the terms and conditions of Rate Schedule PS.

- (iv) Rate Schedule PHS Shippers: Shippers utilizing the wheeling and park and loan options under Rate Schedule PHS shall have the receipt options described for each in such Rate Schedule and shall request applicable Receipt Points during the nomination process.

- (b) Pressure. Shipper shall use due care and diligence to maintain such pressure at the Point(s) of Receipt necessary to effect delivery of the Gas at whatever working pressures exist in Transporter's system at such points from time to time; in no event, however, shall Shipper tender Gas for service at a pressure greater than the maximum (not to exceed the applicable MAOP) or less than the minimum pressure, if any, specified for the Point(s) of Receipt in the Service Agreement.

- (c) Constant Rates. Shipper shall deliver all Gas to be received by Transporter for service hereunder at rates as constant as operationally feasible and consistent with the corresponding receipt nominations throughout each Day and throughout each Service Month, provided however, said constant rate obligation shall not be interpreted to limit the Shipper's exercise of its on-demand no-notice rights under Rate Schedule NNTS.

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GENERAL TERMS AND CONDITIONS

(continued)

5.2 Receipt Nominations and Allocation Methodology. Except as otherwise provided in this Tariff, and subject to Section 5.2(e) of these General Terms and Conditions, Shipper shall furnish receipt nominations to Transporter for all quantities of Gas Shipper desires Transporter to receive, including applicable Fuel Use and LUFG retentions. All nominations shall be prospective only, and must be made electronically except during emergency events as provided in Section 22.8 of these General Terms and Conditions. Transporter may rely on such receipt nominations for all purposes and shall not be responsible or liable for disputes arising from such nominations or actions taken in accordance with this section. At a physical Receipt Point, unless there is an operational balancing agreement in effect, one of the standard allocation methodologies, inter alia, will be determined in accordance with NAESB Standards after or during confirmation and prior to gas flow. Pursuant to NAESB Standard 2.3.16, the list of allocation methodology types is as follows:

- A. ranked;
- B. pro rata;
- C. percentage;
- D. swing; and
- E. Operator provided value.

The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed (and scheduled) nominations is the default method, and the primary measuring party will provide the allocation using such methodology. Only one pre-determined allocation methodology should be applied per allocation period. Transporter and Operator may memorialize their pre-determined allocation methodology agreement by entering into a Predetermined Allocation Agreement in the form beginning on Sheet No. 508 of this Tariff, provided that such Operator is pre-qualified for creditworthiness purposes pursuant to Section 14.5 below.

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GENERAL TERMS AND CONDITIONS
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

Upon thirty (30) Days' notice provided via Transporter's Internet Web Site, Transporter may require Operators to execute Predetermined Allocation Agreements electronically via the Internet. If a Shipper names one or more Pools as Receipt Points under its Service Agreement, its receipt nominations shall consist of a designation by the Shipper itself as to the total amount of Gas it desires Transporter to receive for its account from Pools and the Pools from which such Gas will be tendered, including individual quantities from each Pool, and the other information required by Transporter related to such Shipper's receipt nomination pursuant to Section 5.3 below. All other receipt nominations shall consist of a designation by Shipper as to the quantity of Gas it desires Transporter to receive at a particular Point of Receipt, the sources of such Gas, the quantity from each source and the first Service Agreements, including those in which Shippers are Pool Managers, to which such Gas will be assigned. In the event that a Shipper furnishes receipt nominations for any Day for receipts from Storage Points of Withdrawal, as well as from physical Receipt Points or

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Second Revised Sheet No. 279 Second Revised Sheet No. 279 : Effective

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GENERAL TERMS AND CONDITIONS

(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

Pools under Rate Schedules FT or IT for transportation not related to storage, and Shipper fails to take delivery of adequate quantities of Gas to utilize its total receipt nominations for such Day, Transporter will allocate quantities received in a manner such that nominations for receipts from physical Receipt Points and Pools are fully utilized first, with any remaining quantities allocated to satisfy the nominations for receipts from Storage Points of Withdrawal.

(a) Receipt Nominations:

(i) Nomination Cycles: The following standard nomination cycles (in Central Clock time) shall be available:

(1) The Timely Nomination Cycle on the Day prior to Gas flow shall be as follows:

11:30 a.m. Nomination leaves control of the Nominating party.

11:45 a.m. Receipt of nomination by Transporter (including from TTTSPs).

12:00 p.m. Transporter sends Quick Response.

3:30 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties.

4:30 p.m. Receipt of scheduled quantities by Shipper and Operator.

(2) The Evening Nomination Cycle on the Day prior to Gas flow shall be as follows:

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Second Revised Sheet No. 280 Second Revised Sheet No. 280 : Effective

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GENERAL TERMS AND CONDITIONS

(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

- 6:00 p.m. Nomination leaves control of the nominating party.
- 6:15 p.m. Receipt of nomination by Transporter (including from TTTSPs).
- 6:30 p.m. Transporter sends Quick Response.
- 9:00 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties.
- 10:00 p.m. Transporter provides (which, for purposes of this Section 5.2(a) and Section 5.5(a) below, shall mean, for electronic data interchange transmittals pursuant to NASEB Standards 1.4.X, receipt at the designated site, and for other forms of transmittal, sending and posting) scheduled quantities to Shipper and Operator, including notice to bumped Shippers.

Scheduled quantities resulting from an Evening Nomination submitted pursuant to this Section 5.2(a)(i)(2) that does not cause another Shipper to receive notice that it is being bumped should be effective at 9:00 a.m. on the Day of Gas flow; and when an Evening Nomination causes another Shipper to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on the day of Gas flow.

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Second Revised Sheet No. 281 Second Revised Sheet No. 281 : Effective
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GENERAL TERMS AND CONDITIONS
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

- (3) The Intraday 1 Nomination Cycle on the Day of Gas flow shall be as follows:
- 10:00 a.m. Nomination leaves control of the nominating party.
 - 10:15 a.m. Receipt of nomination by Transporter (including from TTTSPs).
 - 10:30 a.m. Transporter sends Quick Response.
 - 1:00 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties.
 - 2:00 p.m. Transporter provides scheduled quantities to Shipper and Operator, including notice to bumped Shippers.

The effective time of scheduled quantities resulting from a nomination submitted during the Intraday 1 Nomination Cycle pursuant to this Section 5.2(a) (i) (3) will be 5:00 p.m. on the Day of Gas flow.

- (4) The Intraday 2 Nomination Cycle on the Day of Gas flow shall be as follows:
- 5:00 p.m. Nomination leaves control of the nominating party.
 - 5:15 p.m. Receipt of nomination by Transporter (including from TTTSPs).

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Second Revised Sheet No. 282 Second Revised Sheet No. 282 : Effective
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GENERAL TERMS AND CONDITIONS
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

5:30 p.m. Transporter sends Quick Response.

8:00 p.m. Receipt of completed confirmations
by Transporter from upstream and
downstream connected parties.

9:00 p.m. Transporter provides scheduled
quantities to Shipper and Operator.

The effective time of scheduled quantities
resulting from a nomination submitted during the
Intraday 2 Nomination Cycle pursuant to this
Section 5.2(a)(i)(4) will be 9:00 p.m. on the
Day of Gas flow. Bumping shall not occur due
to nominations submitted during the Intraday 2
Nomination Cycle pursuant to this Section
5.2(a)(i)(4).

- (ii) Flexible Nominations: In addition to the standard
nomination cycles described in Section 5.2(a)(i)
above, a Shipper may submit an electronic receipt
nomination at any time, to be effective at the top of
any Hour; provided that it is received by Transporter
at least sixty (60) minutes prior to the time Shipper
desires gas to flow pursuant to such nomination.
Transporter will attempt to confirm and schedule
nominations and to make notice available to Shipper
of scheduled quantities prior to Shipper's requested
flow time; provided, however, if a Shipper of lower
scheduling priority must be bumped in order to
schedule Shipper's nomination, Shipper's nomination
will not take effect until Transporter has provided
the bumped Shipper at least sixty (60) minutes'
notice of bumping.

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Third Revised Sheet No. 283 Third Revised Sheet No. 283 : Effective

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GENERAL TERMS AND CONDITIONS

(Continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

However, to the extent such bumping by Rate Schedule FT Shippers affects transactions on multiple interstate pipelines, such bumping shall occur only at the grid-wide synchronization times specified in the NAESB Standards then in effect under Transporter's Tariff, or such other times as may be permitted or otherwise employed by an affected pipeline at any given time, and to the extent that such bumping does not affect transactions on other interstate pipelines, such bumping shall only occur prior to 5:00 p.m. on any Day. Notice of bumping shall be provided electronically via the Internet or by telephone.

- (iii) General: Shipper shall furnish, in a form acceptable to Transporter and in accordance with the above-specified deadline(s), receipt nominations for any period not inconsistent with the terms of its Service Agreement, for all quantities of Gas it desires Transporter to receive during the period covered by the nomination, including quantities for Fuel Use and LUFG and Storage Fuel Use and LUFG.

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Third Revised Sheet No. 284 Third Revised Sheet No. 284 : Effective

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GENERAL TERMS AND CONDITIONS
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

Shipper shall be allowed to request prospective adjustments to the nominations in effect during prior applicable periods in accordance with the deadlines specified in this Section 5.2(a). The deadlines provided above shall not apply to a Shipper under Rate Schedule NNTS when a nomination is required due to a directive by Transporter to Shipper. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize and schedule revised nominations received later than the deadlines provided above.

(iv) Intraday Nominations: For services that provide for Intraday Nominations and scheduling, there will be no limitation as to the number of Intraday Nominations (line items as per NAESB Standard 1.2.1) which a Shipper may submit at any one standard nomination cycle or in total across all standard nomination cycles. Transporter shall use reasonable efforts, subject to operational conditions, to implement proper and valid Intraday Nominations other than at the times specified above. Intraday Nominations submitted by Shipper shall comply with the requirements of (b) below, and may be used to request changes to scheduled quantities, including increases or decreases in total flow, changes to Receipt Points, or to nominate new supply. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize, and schedule an Intraday Nomination submitted later than the deadlines provided above. The deadlines provided above shall not apply to a Shipper under Rate Schedule NNTS when an Intraday Nomination is required due to a directive by Transporter to Shipper. An Intraday Nomination submitted on the Day prior to Gas flow, if scheduled, will take effect at the start of the next Day at 9:00 a.m. CCT.

(b) Required Information: Each receipt nomination or Intraday Nomination shall be submitted electronically in a form acceptable to Transporter.

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Third Revised Sheet No. 285 Third Revised Sheet No. 285 : Effective

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GENERAL TERMS AND CONDITIONS
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

Each nomination shall contain all data elements required by NAESB Standards, including, but not limited to, the following information:

- (i) Receipt Point Operator and/or Pool Manager;
- (ii) Transporter's meter number or Pool number, as applicable;
- (iii) Physical Receipt Point or Pool name;
- (iv) Daily Dth nomination, for each Service Agreement and Pool for which receipt of Gas is desired;
- (v) Service Agreement numbers for the Shippers for which receipt of Gas is desired;
- (vi) Begin and end dates and times (begin times must be at the top of an Hour, e.g., 9:00 a.m., and end times must be at the bottom of an Hour; and if Intraday Nomination for the same Day, begin time must be no earlier than the next NAESB synchronization time, unless otherwise agreed);
- (vii) Pooling Area information;
- (viii) Upstream identification and contract numbers; and
- (ix) Whether the nomination is for a segmented transaction.

Transporter may thereafter require the submission of other information as is reasonably necessary to complete the processing of the nominations. Overrun quantities should be requested on a separate transaction.

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Fourth Revised Sheet No. 286 Fourth Revised Sheet No. 286 : Effective

Superseding: Third Revised Sheet No. 286

GENERAL TERMS AND CONDITIONS

(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

- (c) Limitations: Receipt nominations shall equal the quantity of Gas to be tendered for receipt by Transporter and shall be no greater than the daily Gas production capability or capacity at such Point of Receipt. Best efforts shall be used to avoid tenders to Transporter which differ or deviate from the corresponding receipt nomination or Intraday Nomination. Shipper shall keep Transporter advised of any material deviations in actual deliveries to Transporter from the quantities scheduled for receipt by Transporter. Gas received by Transporter at any given Point of Receipt without a scheduled receipt nomination(s) or in a manner inconsistent with a scheduled receipt nomination(s) (i.e., quantities deviate from scheduled nomination(s)) shall be subject to the provisions of Section 5.8 below (and Shippers, including Pool Managers, may be assessed applicable charges) and may be suspended or, if accepted, allocated as provided above. Except as otherwise provided in this Tariff, Operator(s) and/or Pool Manager(s), as applicable, as Shipper's agent or designee, shall notify Shipper contemporaneously of nominations made for Shipper's account or revisions thereto and shall provide written documentation to Transporter of such notification; provided, however, that Transporter shall have no responsibility or liability for such agent or designee's failure to provide any such notification. Upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may require such documentation to be provided electronically via the Internet. Pursuant to Section 5.2(d), Transporter shall notify Shippers and Operators, and also Pool Managers if Transporter has identified discrepancies between the receipt nominations submitted by the Operator and the source of supply and/or receipt nomination information submitted by the Shipper.

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Second Revised Sheet No. 287 Second Revised Sheet No. 287 : Effective
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GENERAL TERMS AND CONDITIONS
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

- (d) Scheduling: Unless the Confirming Parties have agreed to Confirmation by Exception, Transporter will initiate confirmation of a receipt nomination from an Operator and Operator shall provide such confirmation in accordance with the above-specified deadlines. Transporter will not be obligated to schedule a nomination if the Operator does not confirm such nomination in time to allow Transporter to schedule it within the time requested by Shipper. Nominations received after the nomination deadline(s) for a given period will be scheduled after the nominations received before such deadline(s). If a receipt nomination is rejected pursuant to this Section 5.2, Shipper shall resubmit such receipt nominations on a prospective basis in a conforming manner. After scheduling a nomination, Transporter will make notification of scheduled quantities available to parties as is necessary. Transporter shall have no obligation to schedule nominations which are not properly submitted or do not have consistent and verifiable corresponding delivery nominations (except for Rate Schedule NNTS). In situations where Transporter cannot schedule all receipt nominations submitted, either systemwide, in a particular Pooling Area or on a particular segment of its system, due to capacity or operational constraints, Transporter will schedule nominations in a manner that tends to alleviate the operational or capacity constraints and maximizes total throughput on Transporter's system, utilizing the priorities set forth below, subject to other terms and conditions of this Tariff. Transporter will make scheduled quantities available electronically to Shipper, Operator,

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Fourth Revised Sheet No. 288 Fourth Revised Sheet No. 288 : Effective

Superseding: Third Revised Sheet No. 288

GENERAL TERMS AND CONDITIONS

(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

and/or Pool Manager. At the end of each Day of gas flow, Transporter shall make available electronically to Shippers information containing each Shipper's scheduled quantities, including scheduled Intraday Nominations and any other scheduling changes. When a previously confirmed and scheduled quantity is altered, notification of such alteration shall be provided in accordance with NAESB Standard 1.3.44.

- (i) Transporter will afford priority to receipt nominations with corresponding delivery nominations (except for Rate Schedule NNTS) for Service Agreements under Rate Schedules NNTS, RSS, FT and HFT, consistent with applicable Contract Limitations, in the following order:

- (1) Primary Receipt Points;

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FERC Docket: RP03- 60-000

Third Revised Sheet No. 289 Third Revised Sheet No. 289 : Effective

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GENERAL TERMS AND CONDITIONS

(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

- (2) Secondary Receipt Points within the Pooling Area of Shipper's Primary Receipt Point;
 - (3) Additional Individual Receipt Points; and
 - (4) Pools.
- (ii) If, following the scheduling of the foregoing nominations, sufficient capacity remains to schedule other receipt nominations, priority shall be given among receipt nominations at specific physical Receipt Points or from Pools in the following order: (1) From Shippers under Rate Schedule FT and HFT which have nominated to utilize Out-of-Pooling Area Receipt Points, as described in Section 5.1(a)(i)(6) of these General Terms and Conditions, for quantities of Gas up to applicable Contract Limitations; and (2) From Shippers under Rate Schedule FT and HFT for Overrun Gas and from Shippers which have corresponding deliveries to interruptible Service Agreements. Within each of the two categories established by this Section 5.2(d)(ii), priority shall be given based on economic value as provided in Section 5.5(f) below.
- (iii) In the event that insufficient capacity exists to schedule all of the receipt nominations in any of the foregoing categories with equal priority as provided in (i) or in (ii) above, Transporter shall allocate capacity in such priority on a pro rata basis, based on nominations.
- (e) Shipper's Designee: Except as provided otherwise in this Tariff, Shipper agrees that its designee for submitting receipt nominations and revisions thereto in accordance with this Section 5.2 shall be the Operator of each Point of Receipt. With respect to a Shipper utilizing one or more Pools as Receipt Points, pursuant to

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Third Revised Sheet No. 290 Third Revised Sheet No. 290 : Effective

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GENERAL TERMS AND CONDITIONS

(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

Rate Schedule PS of this Tariff, the applicable Pool Manager(s) shall be the designee(s) for such Shipper for submitting certain receipt nominations and allocation information and Intraday Nominations and revisions to such nominations, except as otherwise provided in this Tariff. The Operator of any given Point of Receipt may designate an agent to act

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GENERAL TERMS AND CONDITIONS
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

on its behalf in providing nominations by providing Transporter with written documentation of such agency agreement in a form acceptable to Transporter. Upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may require such documentation to be provided electronically via the Internet. Transporter may rely on the receipt nominations and Intraday Nominations provided by such authorized party pursuant to this Section 5.2 for all Gas received for transportation or purchase by Transporter at each Point of Receipt for all purposes and shall not be responsible or liable for disputes arising from such nominations or actions taken in accordance with this section.

5.3 Pool Nominations. A Pool Manager shall provide delivery nominations for all quantities being directed out of each of its Pools, including the allocation methodology regarding same (provided, however, that any such allocation method specified by Pool Manager must maintain resulting Imbalance(s) under such Pool Manager's Service Agreement). Additionally, with respect to incoming Pool Transfers, Pool Manager must provide receipt information as applicable. Such nominations shall be made electronically (except during emergency events as provided in Section 22.8 of these General Terms and Conditions), for any period not inconsistent with the terms of Pool Manager's pooling Service Agreement, for all transactions under its pooling Service Agreement, for each Pool, and in accordance with the deadlines specified in Sections 5.2(a) above and 5.5(a) below. Such nominations (and any Intraday Nominations) shall contain all applicable information required by Sections 5.2(b) above and 5.5(b) below.

- (a) Pool Delivery Prioritization: The nominations provided by Pool Manager shall contain a prioritization of all deliveries to Service Agreements, and the quantities associated with each, out of each Pool.
- (b) Pool Transfers: A Pool Manager may nominate deliveries from one Pool to another Pool within the same Pooling Area in any Service Month (i.e., outgoing Pool Transfer); provided that if Pool Manager nominates more than three (3) outgoing Pool Transfers

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GENERAL TERMS AND CONDITIONS

(continued)

5.3 Pool Nominations (continued)

for all of the Pool Manager's Pools in a particular Pooling Area in any Service Month then Transporter shall impose a charge for each Dth comprising such excess transfers. For purposes hereof, such charge shall be from zero up to the maximum Rate Schedule IT transportation rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas for each Dth of Gas transferred. Unless Transporter agrees otherwise, Pool Manager shall pay, or cause to be paid, the maximum applicable charge for such excess transfers. Transporter will not retain or charge Fuel Use and LUFG allowances or charges for such transfers. The first three (3) outgoing Pool Transfers nominated by Pool Manager and confirmed by Transporter in a Service Month shall not be subject to the excess transfer fee; provided, however, that if Pool Manager nominates one or more Pool Transfers at the same time such that the total number of Pool Transfers for the Pooling Area for the Service Month will exceed three (3), Pool Manager shall have the right to indicate which of those nominations should be considered to be within the three (3) Pool Transfers for which there is no charge. Pool Transfers outside a Pooling Area shall not be permitted, except that (i) a Pool Manager with a Pool in the Neutral Pooling Area may nominate quantities from the Pool in the Neutral Pooling Area to any of the Pool Manager's other Pools, regardless of Pooling Area; and (ii) a Pool Manager may nominate quantities from any of its Pools in any other Pooling Area to any of the Pool Manager's other Pools, regardless of Pooling Area, but in such instances Transporter shall impose a charge (in the same manner as specified above for excess Pool Transfers) for each Dth so nominated. Unless Transporter agrees otherwise, Pool Manager shall pay, or cause to be paid, the maximum applicable charge for such transfers. Transporter will not retain or charge Fuel Use and LUFG allowances or charges for such transfers. If a Pool Manager is receiving incoming Pool Transfers from another Pool

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Third Revised Sheet No. 293 Third Revised Sheet No. 293 : Effective

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GENERAL TERMS AND CONDITIONS
(continued)

5.3 Pool Nominations (continued)

the Pool Manager's nominations shall notify Transporter of same. If the nominations relating to Pool Transfers submitted by the Pool Managers involved are inconsistent, such nominations may be rejected or, if accepted, the nomination will be deemed to be the lowest common quantity shown on the applicable nominations.

- (c) Revisions: Transporter may rely on Pool Managers' nominations and Operators' nominations for all purposes in scheduling and delivering Shipper's nominated deliveries and estimating Pool Imbalances from time to time. All changes to such nominations during the Service Month shall be in accordance with the provisions of Section 5.2.
- (d) Limitations. Subject to the conditions and pursuant to the procedures specified in Section 20 below, Transporter may adjust or prohibit Pool Transfers, in whole or in part, or impose other limitations on Pools, as may be necessary, on a prospective basis.

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GENERAL TERMS AND CONDITIONS

(continued)

5.3 Pool Nominations (continued)

- (e) Title Transfer Tracking. Transporter accommodates TTT on its system via its Pool Transfer procedures. A party desiring to provide TTT services which arise from or terminate with activity on Transporter's system shall do so as a Pool Manager under Rate Schedule PS using Pool Transfers, or as authorized agent for Pool Managers using Pool Transfers. Such 3PAD shall be required to enter into a Service Agreement under Rate Schedule PS, or an agency agreement, in Transporter's then current form, among the Pool Manager, the 3PAD and Transporter, respectively. 3PAD shall act as agent for nominations for the Pool Managers and other Shippers for which it provides TTT services. The TTT services shall be provided at the Pool level only. Other than processing valid nominations to reflect the in-place transfer of gas, Transporter shall be required to provide no accounting services relating to TTT.

5.4 Point(s) of Delivery.

- (a) Options:
 - (i) Subject to the terms and conditions of this Tariff, and except as otherwise specified in Rate Schedules FT, RSS and NNTS, firm Shippers shall have the Delivery Point options described in this subsection (a)(i) in accordance with the following provisions:
 - (1) Primary Delivery Point(s): A Shipper under Rate Schedule FT shall request point(s) under its Service Agreement as its Primary Delivery Point(s) and shall request a Maximum Delivery Obligation

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First Revised Sheet No. 294 First Revised Sheet No. 294 : Effective

Superseding: Original Sheet No. 294

GENERAL TERMS AND CONDITIONS
(continued)

5.4 Point(s) of Delivery (continued)

for each Primary Delivery Point(s). The total of MDO's shall not exceed Contract Demand. The Delivery Point(s) specified on the existing Service Agreement under Rate Schedule NNTS shall constitute Primary Delivery Point(s). Assignment of capacity to Shipper at the requested point(s) shall be in accordance with Section 10 hereof.

- (2) Secondary Delivery Point(s): Subject to the provisions of this section, a Shipper under Rate Schedule FT (but not a Shipper under Rate Schedule NNTS) may also request, pursuant to Section 5.5(a), interruptible service to specific Delivery Point(s) as Secondary Delivery Point(s). Shipper shall specify a Secondary Maximum Delivery Quantity for each such point, the aggregate of which, when added to the sum of Shipper's scheduled nominations at its Primary Delivery Point(s), shall not exceed Contract Demand. On no Day shall the sum of either Shipper's scheduled nominations or actual deliveries at all Delivery Points exceed Contract Demand. Assignment of capacity to Shipper at each requested Secondary Delivery Point shall be as provided in Section 5.5 below. A Shipper receiving discounted service shall not be entitled to receive discounted rates for deliveries at Secondary Delivery Points unless Transporter and Shipper expressly agree. Except as explicitly provided otherwise in this

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First Revised Sheet No. 295 First Revised Sheet No. 295 : Effective

Superseding: Original Sheet No. 295

GENERAL TERMS AND CONDITIONS
(continued)

5.4 Point(s) of Delivery (continued)

Tariff, service to Secondary Delivery Point(s)
shall be provided in accordance with and subject
to the terms and conditions applicable to
service under Rate Schedule IT.

- (3) The quantity limitations for total nominations
and/or deliveries that are permitted for a given
Day during the Service Month at Primary Delivery
Points shall be
 - (A) the effective MDO's applicable to
deliveries at any individual point(s);
and/or
 - (B) the Contract Demand (less deliveries at
Secondary Delivery Point(s)) applicable to
total deliveries.
- (4) The quantity limitations for total nominations
and/or deliveries that are permitted for a given
Day during the Service Month at Secondary
Delivery Points shall be
 - (A) the Secondary MDQ's established at any
individual point; and/or

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Second Revised Sheet No. 296 Second Revised Sheet No. 296 : Effective

Superseding: First Revised Sheet No. 296

GENERAL TERMS AND CONDITIONS

(continued)

5.4 Point(s) of Delivery (continued)

- (B) a quantity which is equal to the Contract Demand less the quantity of total deliveries to Primary Delivery Points.
- (ii) Shippers receiving service under Rate Schedule IT shall request one or more generally available physical Delivery Points on Transporter's system as Delivery Points during the Section 5.5(a) nomination process; provided that aggregate deliveries shall not exceed MCQ.
- (iii) Shippers receiving wheeling service under Rate Schedule PHS shall request the Delivery Points available under such Rate Schedule during the Section 5.5(a) nomination process.
- (iv) Shipper (but not a Shipper under Rate Schedule NNTS) may substitute Primary Delivery Points or otherwise change MDO's, provided that Contract Demand is not exceeded. Any increase in or shift of MDO at a Primary Delivery Point must be in substitution for relinquished MDO at another Primary Delivery Point. Deletions, substitutions or additions of Delivery Points shall be in accordance with the provisions of Section 10; provided, however, that Transporter will process and accept or reject, in accordance with such section,

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First Revised Sheet No. 297 First Revised Sheet No. 297 : Effective

Superseding: Original Sheet No. 297

GENERAL TERMS AND CONDITIONS
(continued)

5.4 Point(s) of Delivery (continued)

deletions, substitutions or additions of Primary Delivery Point(s) within thirty (30) Days of Transporter's receipt of such request from Shipper. A Shipper receiving discounted service shall not be entitled to received discounted rates for deliveries at substituted or changed Primary Delivery Points, unless Transporter and Shipper expressly agree.

- (b) Pressure. Transporter shall tender for delivery and Shipper shall receive the Gas at whatever working pressures are maintained in Transporter's system at the Point(s) of Delivery from time to time. In no event, however, shall Transporter be obligated to tender for delivery or shall Shipper receive Gas at a pressure greater than the maximum (not to exceed the applicable MAOP) or less than the minimum pressure specified, if any, in the Service Agreement.
- (c) Constant Rates. Transporter shall tender and Shipper shall receive Gas transported hereunder at rates as constant as operationally feasible and consistent with the corresponding delivery nominations throughout each Day and throughout each Service Month, provided however, said constant rate obligation shall not be interpreted to limit the Shipper's exercise of its on-demand no-notice rights under Rate Schedule NNTS.

5.5 Delivery Nominations and Scheduling. Unless there is an operational balancing agreement in effect at the Delivery Point, one of the following standard allocation methodologies, *inter alia*, will be determined in accordance with NAESB Standards after or during confirmation and prior to gas flow. Pursuant to NAESB Standard 2.3.16, the list of allocation methodology types agreed upon is as follows:

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FERC Docket: RP03- 60-000

Third Revised Sheet No. 298 Third Revised Sheet No. 298 : Effective

Superseding: Second Revised Sheet No. 298

GENERAL TERMS AND CONDITIONS
(continued)

5.5 Delivery Nominations and Scheduling (continued)

- A: ranked;
- B. pro rata;
- C. percentage;
- D. swing; and
- E. Operator provided value.

The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed (and scheduled) nominations is the default method, and the primary measuring party will provide the allocation using such methodology. Only one pre-determined allocation methodology should be applied per allocation period. Transporter and the entity which controls the facilities immediately downstream of such Delivery Point may memorialize their pre-determined allocation by entering into a Predetermined Allocation Agreement in the form beginning on Sheet No. 508 of this Tariff, provided that such entity is pre-qualified for creditworthiness purposes pursuant to Section 14.5 below. Upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may require such Predetermined Allocation Agreements to be executed electronically via the Internet. All Shippers (except Shippers under Rate Schedule NNTS and RSS for withdrawals only at the Primary Delivery Point(s)) desiring service shall furnish delivery nominations for the quantities of Gas each Shipper desires to have scheduled for delivery by Transporter. Delivery nominations shall be made electronically except during emergency events, as provided in Section 22.8 of these General Terms and Conditions, and shall consist of a designation by Shipper as to the quantity of Gas it desires Transporter to tender at a particular Point of Delivery under its Service Agreement for any given Day, the individual Point(s) of Receipt or Pool(s) and corresponding suppliers from which such Gas will originate, and the quantity from each such source. In the event that a

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Second Revised Sheet No. 299 Second Revised Sheet No. 299 : Effective

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GENERAL TERMS AND CONDITIONS

(continued)

5.5 Delivery Nominations and Scheduling (continued)

Shipper furnishes delivery nominations for any Day for physical deliveries in accordance with Rate Schedules FT or IT as well as deliveries to Storage Points of Injection for service under Rate Schedules FSS or ISS, and Shipper or its designee fails to provide adequate quantities of Gas to satisfy its total delivery nominations, including Fuel Use and LUFG, for such Day, Transporter will allocate quantities received in a manner such that nominations for physical deliveries are fully satisfied first, with any remaining quantities allocated to satisfy the nominations for deliveries at Storage Points of Injection, unless Shipper and Transporter agree to another allocation method in the Service Agreement. Transporter will provide such notification as may be reasonable in the circumstances when the foregoing allocation has occurred. If the delivery nominations submitted by Shipper under this Section 5.5 and those furnished by applicable Pool Managers under Section 5.3 are inconsistent, such nominations may be rejected by Transporter or, if accepted, the nomination will be deemed to be the lowest common quantity shown on the applicable nomination and schedule. Subject to the requirements of Section 10, all delivery nominations shall be prospective only and may be used by Transporter for all purposes in the scheduling and operation of Transporter's system as described in this section, and Transporter shall not be responsible or liable for taking action in reliance on such nominations and as described herein.

(a) Delivery Nominations:

(i) Nomination Cycles: The following standard nomination cycles (in Central Clock Time) shall be available:

(1) The Timely Nomination Cycle on the Day prior to Gas flow shall be as follows:

11:30 a.m. Nomination leaves control of the nominating party.

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Second Revised Sheet No. 300 Second Revised Sheet No. 300 : Effective
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GENERAL TERMS AND CONDITIONS
(continued)

5.5 Delivery Nominations and Scheduling (continued)

- 11:45 a.m. Receipt of nomination by Transporter (including from TTTSPs).
- 12:00 p.m. Transporter sends Quick Response.
- 3:30 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties.
- 4:30 p.m. Receipt of scheduled quantities by Shipper and point operator.
- (2) The Evening Nomination Cycle on the Day prior to Gas flow shall be as follows:
 - 6:00 p.m. Nomination leaves control of the nominating party.
 - 6:15 p.m. Receipt of nomination by Transporter (including from TTTSPs).
 - 6:30 p.m. Transporter sends Quick Response.
 - 9:00 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties.
 - 10:00 p.m. Transporter provides scheduled quantities to Shipper and point operator, including notice to bumped Shippers.

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Original Sheet No. 300A Original Sheet No. 300A : Effective

GENERAL TERMS AND CONDITIONS
(continued)

5.5 Delivery Nominations and Scheduling (continued)

Scheduled quantities resulting from an Evening Nomination submitted pursuant to this Section 5.5(a)(i)(2) that does not cause another Shipper to receive notice that it is being bumped should be effective at 9:00 a.m. on the Day of Gas flow; and when an Evening Nomination causes another Shipper to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on the Day of Gas flow.

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GENERAL TERMS AND CONDITIONS
(continued)

5.5 Delivery Nominations and Scheduling (continued)

- (3) The Intraday 1 Nomination Cycle on the Day of Gas flow shall be as follows:
- 10:00 a.m. Nomination leaves control of the nominating party.
 - 10:15 a.m. Receipt of nomination by Transporter (including from TTTSPs).
 - 10:30 a.m. Transporter sends Quick Response.
 - 1:00 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties.
 - 2:00 p.m. Transporter provides scheduled quantities to Shipper and point operator, including notice to bumped Shippers.

The effective time of scheduled quantities resulting from a nomination submitted during the Intraday 1 Nomination Cycle pursuant to this Section 5.5(a) (i) (3) will be 5:00 p.m. on the Day of Gas flow.

- (4) The Intraday 2 Nomination Cycle on the Day of Gas flow shall be as follows:
- 5:00 p.m. Nomination leaves control of the nominating party.
 - 5:15 p.m. Receipt of nomination by Transporter (including from TTTSPs).
 - 5:30 p.m. Transporter sends Quick Response.
 - 8:00 p.m. Receipt of completed confirmations by Transporter from upstream and downstream connected parties.
 - 9:00 p.m. Transporter provides scheduled quantities to Shipper and point operator.

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Second Revised Sheet No. 302 Second Revised Sheet No. 302 : Effective
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GENERAL TERMS AND CONDITIONS
(continued)

5.5 Delivery Nominations and Scheduling (continued)

The effective time of scheduled quantities resulting from a nomination submitted during the Intraday 2 Nomination Cycle pursuant to this Section 5.5(a) (i) (4) will be 9:00 p.m. on the Day of Gas flow. Bumping shall not occur due to nominations submitted during the Intraday 2 Nomination Cycle pursuant to this Section 5.5(a) (i) (4).

- (ii) Flexible Nominations: In addition to the standard nomination cycles described in Section 5.5(a) (i) above, a Shipper may submit an electronic delivery nomination at any time for any applicable period, provided that it is received by Transporter at least sixty (60) minutes prior to the time Shipper desires gas to flow pursuant to such nomination. Transporter will attempt to confirm and schedule nominations and to make notice available to Shipper of scheduled quantities prior to Shipper's requested flow time; provided, however, if a Shipper of lower scheduling priority must be bumped in order to schedule Shipper's nomination, Shipper's nomination will not take effect until Transporter has provided the bumped Shipper at least sixty (60) minutes' notice of bumping. However, to the extent such bumping by Rate Schedule FT Shippers affects transactions on multiple interstate pipelines, such bumping shall occur only at the grid-wide synchronization times specified in the NAESB Standards then in effect under Transporter's Tariff, or such other times as may be permitted or otherwise employed by an affected pipeline at any given time, and to the extent that such bumping does not affect transactions on other interstate pipelines, such bumping shall only occur prior to 5:00 p.m. on any Day. Notice of bumping shall be provided electronically via the Internet or by telephone.

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GENERAL TERMS AND CONDITIONS

(continued)

5.5 Delivery Nominations and Scheduling (continued)

- (iii) General: Shipper shall furnish, in a form acceptable to Transporter and in accordance with the above-specified deadlines, delivery nominations for any period not inconsistent with the terms of its Service Agreement, for all quantities of Gas it desires Transporter to schedule for delivery during the period covered by the nomination. A Shipper receiving service under both Rate Schedules FT and NNTS shall notify Transporter, in its original nomination only, of the method for allocating deliveries in excess of said FT nominated and scheduled quantities among Rate Schedules FT and NNTS. Such allocations above nominated and scheduled quantities shall be subject to all other terms of these General Terms and Conditions. In absence of such allocation, Transporter shall use the provisions outlined in Section 5.6(a) of these General Terms and Conditions. Shipper shall be allowed to request prospective adjustments to the nominations in effect during prior applicable periods in accordance with the deadlines specified in this Section 5.5(a). Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize and schedule nominations received later than the deadlines provided above.

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Second Revised Sheet No. 304 Second Revised Sheet No. 304 : Effective
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GENERAL TERMS AND CONDITIONS
(continued)

5.5 Delivery Nominations and Scheduling (continued)

- (iv) Intraday Nominations: For services that provide for Intraday Nominations and scheduling, there will be no limitation as to the number of Intraday Nominations (line items as per NAESB Standard 1.2.1) which a Shipper may submit at any one standard nomination cycle or in total across all standard nomination cycles. Transporter shall use reasonable efforts, subject to operational conditions, to implement proper and valid Intraday Nominations other than at the times specified above. Intraday Nominations submitted by Shipper shall comply with the requirements of (b) below, and may be used to request changes to scheduled quantities, including increases or decreases in total flow, changes to Delivery Points, or changes to markets. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, receive, recognize, and schedule an Intraday Nomination submitted later than the deadlines provided above. An Intraday Nomination submitted on the Day prior to Gas flow, if scheduled, will take effect at the start of the next Day at 9:00 a.m. CCT.
- (b) Required Information: Each delivery nomination or Intraday Nomination shall be submitted electronically in a form acceptable to Transporter.

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GENERAL TERMS AND CONDITIONS

(Continued)

5.5 Delivery Nominations and Scheduling (continued)

Each nomination shall contain all data elements required by NAESB Standards, including, but not limited to, the following information:

- (i) Nominating Party;
- (ii) Shipper's name;
- (iii) Point of Delivery;
- (iv) Begin and end dates and times (begin times must be at the top of an Hour, e.g., 9:00 a.m., and end times must be at the bottom of an Hour; and if Intraday Nomination for the same Day, begin time must be no earlier than the next NAESB synchronization time, unless otherwise agreed,;
- (v) Prioritized supply sources and quantities for each;
- (vi) Rate Schedule;
- (vii) Delivery Point Priority (Primary or Secondary);
- (viii) Level of discount requested;
- (ix) Daily Dth quantities by Delivery Point (including quantities for any applicable given periods consistent with Contract Limitations);
- (x) Storage account designation, if applicable;
- (xi) Downstream identification and contract numbers;
- (xii) Service Agreement number;
- (xiii) whether delivery quantity is kept whole for Fuel Use and LUFG calculation purposes; and
- (xiv) whether the nomination is for a segmented transaction.

Shipper shall provide a separate delivery nomination for each request for correction of Imbalances incurred within the Service Month (which request shall also constitute a receipt nomination for purposes of Imbalance correction allocation), each Delivery Point priority, each storage account, each Rate Schedule, each supply source and each Point of Delivery as and when applicable. Subject to Section 5.5(e) below,

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GENERAL TERMS AND CONDITIONS
(Continued)

5.5 Delivery Nominations and Scheduling (continued)

should Shipper fail to prioritize supply sources and quantities for any Point of Delivery, Transporter shall consider quantities nominated at such Point of

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Second Revised Sheet No. 307 Second Revised Sheet No. 307 : Effective

Superseding: First Revised Sheet No. 307

GENERAL TERMS AND CONDITIONS

(continued)

5.5 Delivery Nominations and Scheduling (continued)

Delivery to be allotted among all suppliers at such point on a pro rata basis based on the quantity nominated from each supplier. Transporter may thereafter require the submission of other information as is reasonably necessary to complete the processing of the nominations. Overrun quantities should be requested on a separate transaction. Nominations not properly completed or submitted may be rejected or, to the extent possible, partially scheduled by Transporter.

- (c) Limitation: For any given time period, each Shipper's maximum nomination shall not exceed, without Transporter's consent, Shipper's Maximum Contract Quantity, Contract Limitations, Maximum Injection and Deliverability Quantities, and Interruptible Maximum Daily Injection and Interruptible Maximum Daily Withdrawal Quantities, as applicable. Shipper shall use its best efforts to avoid receiving quantities of Gas which differ or deviate from the quantities of Gas scheduled or nominated by Shipper for delivery, and shall keep Transporter advised of any material deviations in the actual quantities delivered from the quantities scheduled. In the event there is a discrepancy between the amount nominated by Shipper at a Delivery Point and the amount the entity which controls the facilities immediately downstream of the Delivery Point will confirm, the provisions of NAESB Standard 1.3.22 will govern.

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Second Revised Sheet No. 308 Second Revised Sheet No. 308 : Effective

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GENERAL TERMS AND CONDITIONS

(continued)

5.5 Delivery Nominations and Scheduling (continued)

- (d) Scheduling: Unless the Confirming Parties have agreed to Confirmation by Exception, Transporter will initiate confirmation of a delivery nomination from the entity which controls the facilities immediately downstream of the Delivery Point, and such entity shall provide confirmation in accordance with the above specified deadlines. Transporter will not be obligated to schedule a nomination if the applicable downstream entity does not confirm it in time to allow Transporter to schedule such nomination within the time requested by Shipper. Nominations received after the nomination deadline(s) for a given period will be scheduled after the nominations received before such deadline(s). Transporter shall have no obligation to schedule nominations which do not have consistent and verifiable corresponding receipt nominations. Nominations which cannot be confirmed with the party which controls the facilities immediately downstream of the Delivery Point will not be scheduled. Nominations for a Day will be scheduled until all the available firm capacity, interruptible capacity at maximum applicable rates and interruptible capacity requested at selectively discounted rates acceptable to Transporter has been utilized. Scheduling will not be delayed, nor will capacity be reserved, for nominations that cannot be readily confirmed with the party which controls the facilities immediately downstream of the Delivery Point.

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Fifth Revised Sheet No. 309 Fifth Revised Sheet No. 309 : Effective

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GENERAL TERMS AND CONDITIONS

(continued)

5.5 Delivery Nominations and Scheduling (continued)

Nominations for which capacity is not available will be treated as withdrawn. Transporter will make scheduled quantities available electronically to Shipper and the entity which controls the facilities immediately downstream of the Delivery Point. Additionally, at the end of each Day of gas flow, Transporter shall make available electronically information containing scheduled quantities for such Day, including scheduled Intraday Nominations and any other scheduled changes. When a previously confirmed and scheduled quantity is altered, notification of such alteration shall be provided in accordance with NAESB Standard 1.3.44.

- (e) Billing: If the quantities nominated and scheduled at Receipt Point(s) for receipt and transportation to a Delivery Point exceed the quantities actually taken by Shipper at such Delivery Point, Transporter, for billing purposes, shall deem the quantities delivered as having been transported from the Receipt Point(s) which result in the highest rate(s).
- (f) Priorities: It is recognized that Transporter may not have sufficient capacity either systemwide or on a particular segment of its system to provide all service for which nominations have been received under this Section 5.5.
 - (i) Service under a firm Service Agreement for any applicable time period shall be scheduled, consistent with applicable Contract Limitations, as follows:
 - (1) for firm transportation requested at a given Point of Delivery, the highest priority will be afforded Shippers under Rate Schedule NNTS which have designated such point in their Service Agreement and Shippers under Rate Schedules FT, RSS and HFT which have designated in their Service Agreement such point as a Primary Point of Delivery; and

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GENERAL TERMS AND CONDITIONS
(continued)

5.5 Delivery Nominations and Scheduling (continued)

- (2) the next highest priority will be afforded to Shippers which have designated such point as a Secondary Delivery Point. In the event sufficient capacity does not exist to schedule all nominations submitted qualifying for this priority category, capacity will be allocated first, to Shippers for whom the Secondary Delivery Point is within its Primary Path (as provided for in Section 30 of these General Terms and Conditions) and then, on a pro rata basis based on each Shipper's nomination.

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Third Revised Sheet No. 311 Third Revised Sheet No. 311 : Effective

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GENERAL TERMS AND CONDITIONS

(continued)

5.5 Delivery Nominations and Scheduling (continued)

- (ii) If, following the scheduling of all firm service in accordance with Section 5.5(f)(i) above, sufficient capacity remains to provide interruptible service nominated under this Section 5.5, including Overrun Gas under firm rate schedules, such service shall be scheduled and prioritized and based on Transporter's determination of the economic value of the requested services, taking into account the highest product of rate and quantity, the operational impact and maximization of system utilization. In the event more than one Shipper requests services determined to be of equivalent economic value, capacity will be allocated pro rata based on each Shipper's nomination.
- (iii) If, for any applicable time period during a Service Month, following the scheduling of all firm and interruptible service in accordance with Sections 5.5(f)(i) and (ii) above, sufficient capacity remains to allow properly nominated elimination of Imbalances which were incurred within such Service Month under a Service Agreement, such correction shall be scheduled by Transporter as follows:
 - (1) highest priority shall be given to such elimination of Imbalances incurred during such Service Month as a result of compliance with Section 20; and
 - (2) priority shall next be given to any other such elimination of Imbalances incurred during such Service Month.
- (iv) (1) Shippers under the scheduling priority described in Section 5.5(f)(i)(2) which are utilizing a Delivery Point as a Secondary Delivery Point are

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GENERAL TERMS AND CONDITIONS

(continued)

5.5 Delivery Nominations and Scheduling (continued)

subject to interruption at such Delivery Point at the beginning of any Day by any Shipper under a Service Agreement pursuant to Rate Schedule FT which designates or has designated such point a Primary Delivery Point under its Service Agreement, up to such Shipper's effective MDO.

- (2) Shippers under the scheduling priority category described in Section 5.5(f)(ii) and (iii) are subject to interruption at any time by a Shipper under Rate Schedule NNTS and RSS (for withdrawals only) and at the beginning of any Day by any Shipper under a Service Agreement pursuant to Rate Schedules FT, HFT, or FSS, as applicable, and Shippers under the scheduling priority described in Section 5.5(f)(ii) and (iii) are further subject to interruption at the beginning of any Day by any Shipper under a Service Agreement pursuant to Rate Schedules IT, PHS (wheeling) or ISS, as applicable, that agrees to pay Transporter a rate of greater economic value to Transporter as provided in Section 5.5(f)(ii) above, than the existing Shipper is paying or has agreed to pay for service under its Service Agreement. In order to avoid interruption based on rate pursuant to the foregoing provisions, a Shipper may agree to pay the maximum rate to retain service or, if Shipper so elects, Transporter will notify Shipper of the higher offer (by telephone or telecopy or electronically via the Internet) and to retain service the Shipper who receives interruptible service at selectively discounted rates must notify Transporter of its agreement to pay a rate equal to that being offered by such other Shipper and such notice must be received by Transporter (by telephone or telecopy or electronically) by 2:00 p.m. of such Day.

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GENERAL TERMS AND CONDITIONS

(continued)

5.5 Delivery Nominations and Scheduling (continued)

- (v) If, as a result of a nomination for service under Rate Schedule FT or FSS pursuant to the flexible nomination provisions of Section 5.5(a)(ii) above, scheduled service to a Shipper under Section 5.5(f)(ii) must be interrupted in whole or in part, Transporter shall provide notice of the need for such interruption to Shipper at least sixty (60) minutes prior to the time of bumping. However, to the extent such bumping affects transactions on multiple interstate pipelines, such bumping shall occur only at the grid-wide synchronization times specified in the NAESB Standards then in effect under Transporter's Tariff, or such other times as may be permitted or otherwise employed by an affected pipeline at any given time, and to the extent that such bumping does not affect transactions on other interstate pipelines, such bumping shall only occur prior to 5:00 p.m. on any Day. Notice of bumping shall be provided electronically via the Internet or by telephone.
- (vi) Transporter will provide advance notice, using the mechanisms provided for in Section 20.4(c) below for communication of OFOs, to interruptible Shippers being bumped by firm Shippers. If, in order to schedule service under Rate Schedule HFT, a Shipper receiving interruptible service must be bumped during the Day other than pursuant to the timelines provided in Section 5.5(a)(i) above, Transporter will provide notice as soon as practicable (but at least sixty (60) minutes prior to bumping) electronically via the Internet or by telephone to such Shipper. Transporter shall provide telephonic notice by placing a call to a number which must be supplied by Shipper, available twenty-four (24) hours per Day, and equipped with voice mail or other electronic messaging. Transporter will notify the interruptible Shipper being bumped if penalties will apply on the Day its service is to be bumped.

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GENERAL TERMS AND CONDITIONS
(continued)

5.5 Delivery Nominations and Scheduling (continued)

If Transporter does not notify any such interruptible Shipper that it will be bumped in advance, no penalties will be imposed by Transporter on such Shipper for the Day on which the bumping occurred. Furthermore, no penalties will be imposed by Transporter on such Shipper for the Day on which the bumping occurred, except for penalties assessed during periods in which OFOs or curtailments were in effect.

5.6 Allocations:

- (a) For a Shipper receiving service pursuant to multiple Rate Schedules and Service Agreements at a Delivery Point, each Day's (or other applicable period) deliveries of Gas shall be allocated by Transporter in accordance with the provisions of Section 5.5 and using the following order:
 - (i) Deliveries under Service Agreements pursuant to Rate Schedule FT up to the amount scheduled and received by Transporter within MDO;
 - (ii) Deliveries under Service Agreements pursuant to Rate Schedule NNTS up to the MDO;
 - (iii) Deliveries under Service Agreements pursuant to Rate Schedule IT up to the amount scheduled and received by Transporter within MCQ;
 - (iv) Deliveries of Overrun Gas under Service Agreements pursuant to Rate Schedule FT;

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Third Revised Sheet No. 315 Third Revised Sheet No. 315 : Effective

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GENERAL TERMS AND CONDITIONS
(continued)

5.6 Allocations (continued)

- (v) Deliveries of Overrun Gas under Service Agreements pursuant to Rate Schedule IT;
- (vi) Deliveries under Service Agreements pursuant to the wheeling option under Rate Schedule PHS up to the amount scheduled and received by Transporter;
- (vii) Deliveries during the Service Month under Service Agreements to eliminate Imbalances resulting from compliance with Section 20 incurred within such Service Month; and
- (viii) Deliveries during the Service Month under Service Agreements to eliminate any other Imbalances incurred within such Service Month.

If Transporter makes prior period adjustments or reallocations of quantities previously allocated, Transporter shall not assess penalties on Shipper as a result thereof, provided such adjustments were not the result of actions of such Shipper or its designee.

- (b) If more than one Shipper designates and nominates Gas at one Delivery Point, Transporter shall allocate quantities delivered at such point in accordance with the scheduled delivery nominations. Unless Transporter otherwise agrees, any quantities taken at the Delivery Point in excess of those scheduled for delivery, shall be allocated (i) pro rata among the Shippers based on nominated quantities, (ii) if no quantities were nominated, to the Service Agreement(s) designated by the entity which controls the facilities immediately downstream of the Delivery Point, or (iii) if no Service Agreement(s) exist, to such controlling entity which shall be charged, and pay to Transporter, the value of such excess quantities based on one hundred fifty percent (150%) of the applicable Daily Index Price(s) for the Service Month in which the deliveries occurred.
- (c) Allocations for a Day shall be available electronically within one (1) Business Day after the end of such Day. Transporter shall use the best available data for such allocations, which may include scheduled quantities. Allocations shall be at a Receipt Point or Delivery Point,

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Second Revised Sheet No. 316 Second Revised Sheet No. 316 : Effective

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GENERAL TERMS AND CONDITIONS
(continued)

5.6 Allocations (continued)

as applicable, level, as well as by Service Agreement. At Delivery Points, allocations will be at the lowest level of detail provided by nominations.

5.7 Balancing. All transportation services (except under Rate Schedules NNTS and RSS) provided pursuant to this Tariff shall be subject to the provisions of this section.

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GENERAL TERMS AND CONDITIONS

(continued)

5.7 Balancing (continued)

- (a) General: Shipper shall be obligated under practical operating conditions to avoid any Imbalance, to correct any such Imbalances as soon as possible and in accordance with this Section 5.7, and to conform receipts to scheduled nominations and deliveries to scheduled nominations. Shippers with deliveries in Pooling Area(s) different than that of receipts shall be deemed for purposes of cashout of Monthly Imbalances to hold any Imbalance(s) in the Pooling Area(s) of delivery; provided, however, that Pool Managers shall be subject to the provisions of Rate Schedule PS.
- (b) Limitations: Transporter shall not be obligated under any circumstances (i) to deliver more Gas to a Shipper during any given Day or Month than it shall have received for the account of Shipper during said period, except to the extent Transporter shall have previously received more Gas from Shipper for transportation than it has delivered to Shipper, (ii) to receive or deliver during any given Day a total quantity of Gas in excess of the Maximum Contract Quantity or Contract Limitations or, if service is being limited by Transporter, the maximum quantity of available capacity allocated to Shipper. In the event that Shipper fails to comply with its obligations under this section, Transporter may, in addition to charging the applicable rate for such volumes, impose excess charges or penalties that might otherwise be assessed and/or avail itself of any other remedies available to Transporter in accordance with its Tariff and under applicable law.
- (c) In the event of a Monthly Imbalance, the following shall apply:
 - (i) Notification:

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Second Revised Sheet No. 318 Second Revised Sheet No. 318 : Effective

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GENERAL TERMS AND CONDITIONS
(continued)

5.7 Balancing (continued)

Transporter shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under a Service Agreement in the current Service Month, based on the best information then available to Transporter, including data (e.g., nominations) provided to Transporter by Shipper, its Operator and/or Pool Manager, as applicable, electronic measurement data (estimates or actuals), charts and meter observations, etc. Transporter's Monthly Imbalance statement for a given Service Month shall be in the same format (i.e., electronic or paper) as Shipper's transportation invoice, and shall be rendered at the same time or prior to the transportation invoice for such Service Month. Inaccuracies in information will be taken into account in the cash-out procedures, as provided in Section 5.7(c)(ii)(5). The provision of such information shall not relieve Shipper of its obligations under this Tariff to avoid, correct or eliminate actual Imbalances.

- (ii) Cash-Out: During a Service Month, Shipper shall have the opportunity to eliminate Daily Imbalances incurred within such Service Month under a Service Agreement by Pooling Area on an in-kind basis pursuant to the provisions of Section 5.5(f)(iii) of the General Terms and Conditions. Transporter and Shipper shall eliminate any quantities remaining after any netting or trading by Shipper in accordance with Sections 5.7(c)(ii)(3) and (4) hereof (hereafter the "Net Oversupplies Quantity", the "Net Undersupplies Quantity", or generically, the "Net Imbalance Quantity"), as follows. Shipper shall be charged and shall pay, or shall be paid or receive a credit of, as appropriate, an amount based on the applicable Daily Index Price(s), pursuant to the table below:

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Second Revised Sheet No. 319 Second Revised Sheet No. 319 : Effective

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GENERAL TERMS AND CONDITIONS
(continued)

5.7 Balancing (continued)

Net Imbalance Quantity Level (Percentage of Total Deliveries)	Under- supplies Premium Factor	Over- supplies Discount Factor
0% to =10%	1.00	1.00
>10% to =15%	1.10	.90
>15% to =20%	1.20	.80
>20% to =25%	1.30	.70
>25%	1.40	.60

- (1) In the event of a Net Oversupplies Quantity, Transporter shall have the option of crediting or offsetting other outstanding amounts owed or to be owed to Transporter by Shipper, or making a cash payment in the specified amount for such Net Oversupplies Quantity, or any combination thereof. Otherwise, Transporter shall give Shipper the option of electing to receive a cash payment from Transporter. In the case of a cash payment by Transporter, Transporter shall send such payment ten (10) Days after Shipper notifies Transporter that it elects to receive a cash payment. In the event of a Net Undersupplies Quantity, the amount to be paid to Transporter shall be due within ten (10) Days after the date of the invoice.

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GENERAL TERMS AND CONDITIONS
(continued)

5.7 Balancing (continued)

- A. For a Net Oversupplies Quantity, the amount will be calculated as follows: beginning with the Day having the lowest Daily Index Price of the Days on which, after aggregating all of Shipper's Daily Imbalances under its Service Agreements, Shipper had an aggregate imbalance comprised of Oversupplies for the applicable Pooling Area and Month, the amount of Shipper's aggregate imbalance for such Day (to the extent such amount does not exceed the amount of Shipper's Net Oversupplies Quantity) shall be multiplied by such Daily Index Price and the discount factor applicable to the Net Oversupplies Quantity. To the extent that any unresolved Net Oversupplies Quantity remains thereafter, the same process will be repeated, using the Day with an aggregate imbalance comprised of Oversupplies and the next lowest Daily Index Price for such Month and the same discount factor, and so forth, until the entire Net Oversupplies Quantity has been resolved.
- B. For a Net Undersupplies Quantity, the amount of Shipper's payment will be calculated as follows: beginning with the Day having the highest Daily Index Price of the Days on which, after aggregating all of Shipper's Daily Imbalances under its Service Agreements, Shipper had an aggregate imbalance comprised of Undersupplies for the applicable Pooling Area and Month, the amount of Shipper's aggregate Imbalance for such Day (to the extent such amount does not exceed the amount of Shipper's Net Undersupplies Quantity) shall be multiplied by such Daily Index Price and the premium factor applicable to the Net Undersupplies Quantity.

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GENERAL TERMS AND CONDITIONS
(continued)

5.7 Balancing (continued)

To the extent that any unresolved Net Undersupplies Quantity remains thereafter, the same process will be repeated, using the Day with an aggregate imbalance comprised of Undersupplies and the next highest Daily Index Price for such Month, and the same premium factor, and so forth, until the entire Net Undersupplies Quantity has been resolved.

- (2) A. Transporter may use proceeds received from cash-outs in accordance with Section 5.7(c)(ii) to purchase, at any time and from time to time, quantities of Gas for system operation purposes. Gas purchased by Transporter pursuant to this Section 5.7(c)(ii)(2)A. may be utilized by Transporter to satisfy such operational requirements as are necessary on its system from time to time, or may be disposed of by sale. Transporter shall establish accounts in which to book payments made to or by Transporter under the procedures specified in this Section 5.7.
- B. Transporter shall calculate the total net revenues or net costs attributable to the cash-out provisions of this Tariff for each 12 Month period ending January 31, beginning with the 12 Month period ending January 31, 1996 ("Accrual Period"), including interest, in accordance with Section 154.501 of the Commission's regulations, on the appropriate amounts calculated from the end of the Accrual Period to the end of the calendar quarter in which the adjustment for such Accrual Period is made.

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GENERAL TERMS AND CONDITIONS
(continued)

5.7 Balancing (continued)

The resulting amount, defined as the "Cash-Out Excess Revenues" or the "Cash-Out Remaining Costs", as applicable, shall be netted in accordance with the procedure set out in Section 23.7, hereof, to determine the amount of Cash-Out Crediting Revenues, if any. Transporter then shall allocate any such Cash-Out Crediting Revenues between an FT Credit Account and an IT Credit Account based on the ratio of Rate Schedule FT and NNTS to Rate Schedule IT throughput quantities during the last Month of the Accrual Period.

To determine the IT Cash Balancing Revenue Credit,

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GENERAL TERMS AND CONDITIONS
(continued)

5.7 Balancing (continued)

Transporter shall divide the IT Credit Account amount by the total throughput quantity transported under Rate Schedule IT during the Accrual Period.

To determine the FT Cash Balancing Revenue Credit, Transporter shall divide the FT Credit Account amount by the total Accrual Period contract demand (i.e., the total Contract Demands and Contract Delivery Demands, in effect on January 1 of the Accrual Period, multiplied by twelve) under Rate Schedules FT and NNTS. The reservation charge for Shippers under Rate Schedules FT and NNTS, and the commodity charge for Shippers under Rate Schedule IT, shall be adjusted by, respectively, the FT Cash Balancing Revenue Credit, or the IT Cash Balancing Revenue Credit, such adjustment to be effective on each May 1, for the twelve Month Accrual Period ending on the prior January 31.

- (3) A. Transporter shall offset a Shipper's Monthly Imbalances incurred in the prior Month in multiple Pooling Areas, which, individually, do not exceed ten percent (10%) of total deliveries under the Service Agreement for the Pooling Area, as provided in this sub-section A. prior to aggregating Shipper's Monthly Imbalances under sub-section B. below. For purposes of this sub-section A. only, after excluding the Monthly Imbalances as described above, Transporter shall aggregate the eligible Monthly Imbalances for the Pooling Area to determine whether the net quantity is comprised of Oversupplies or Undersupplies.

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GENERAL TERMS AND CONDITIONS
(continued)

5.7 Balancing (continued)

The lesser of two percent (2%) of the total deliveries under the Service Agreements eligible to be aggregated or the aggregated net quantity, shall be the quantity eligible to be offset (the "Eligible Quantities") against opposite type Eligible Quantities in other Pooling Areas. Transporter shall offset Eligible Quantities in the North, South and Neutral Pooling Areas among each other, and Eligible Quantities in the West 1 and West 2 Pooling Areas against each other. Transporter shall offset Eligible Quantities against each other by Pooling Area, eliminating the Eligible Quantities constituting the lowest percentage of total deliveries, and then the next lowest, or until all of the Eligible Quantities for which there are opposite Eligible Quantities have been offset. Any Eligible Quantities remaining thereafter shall be aggregated in accordance with sub-section B. below.

- B. After completion of the procedures described in sub-section A. above, Transporter will aggregate by Pooling Area: (I) any of Shipper's Monthly Imbalances incurred in the prior Month under Service Agreements totally excluded from the procedures described in sub-section A. above; with (II) any Monthly Imbalances incurred in the prior Month in excess of the Eligible Quantities under the Service Agreements which were subject to the procedures described in sub-section A. above; and (III) any remaining Eligible Quantities. Transporter will make available electronically information regarding Shipper's imbalances by Pooling Area after completion of the aggregation procedures described above.

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GENERAL TERMS AND CONDITIONS

(continued)

5.7 Balancing (continued)

Shipper shall also be allowed to offset imbalance quantities incurred in the prior month in different Pooling Areas against one another if Shipper pays a netting fee or charge. For purposes hereof, the charge shall be from zero up to the Maximum Rate Schedule IT transportation rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas that would be applicable to transportation for each Dth deemed moved to another Pooling Area. Unless Transporter agrees otherwise, Shipper shall pay, or cause to be paid, the maximum applicable charge for such netting. Transporter will not retain or charge Fuel Use and LUFG allowances or charges for such netting. If Transporter gives a discount of the netting fee to a Shipper that is a marketing affiliate of Transporter, Transporter will do so in a manner consistent with 18 C.F.R. §161.3(h)(1),(2), as such provision may be in effect from time to time. A Shipper may only transfer imbalance quantities between any two Pooling Areas to the extent of the lesser opposite imbalance quantities. Shipper may exercise its right to net across Pooling Areas by notifying Transporter in writing during the Gas Trading Period (as defined in Section 5.7(c)(ii)(4)C. below). Upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may require such notification to be made electronically via the Internet.

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GENERAL TERMS AND CONDITIONS
(continued)

5.7 Balancing (continued)

(4) Gas Trading Program

- A. The Gas Trading Program will be available to permit the trading among Shippers of imbalance quantities incurred in the prior Month remaining after netting/aggregation procedures under sub-section (3) above to offset such quantities. Once a Shipper has been notified of its Monthly Imbalance as provided in Section 5.7(c)(i) above, Shipper may request that Transporter post on its Internet Web Site the imbalance quantity, Pooling Area, and whether quantities are made up of Oversupplies or Undersupplies. Shipper shall specify in the request the date through which its quantities are to be posted and shall provide a name, telephone number and e-mail address of a contact person. Such request shall be made electronically via the Internet in the form prescribed by Transporter. In such case, provided such request is received prior to 11:45 a.m. on a Business Day, Transporter will post Shipper's imbalance information no later than 8:00 a.m. on the next Business Day. Additionally, a Shipper may notify Transporter prior to the time of Monthly Imbalance notification that Shipper desires to have its imbalance information posted and Transporter will post such information on or before the ninth (9th) Business Day of the Month. Shippers shall have the ability to view and download such postings. Parties interested in negotiating a trade must contact the Shipper posting such information directly.

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GENERAL TERMS AND CONDITIONS
(continued)

5.7 BALANCING (continued)

- B. To consummate an imbalance trade, whether resulting from information posted by Shipper or otherwise, one of the parties agreeing to trade must submit to Transporter, via telecopy or e-mail in the form prescribed by Transporter, a Request for Imbalance Trade providing such Shipper's (the initiating trader) name and contact person's name, and telephone numbers and e-mail addresses, the name of the other Shipper who is a party to the trade (the confirming trader), imbalance type for each party to the trade, the Pooling Area in which the imbalances are held for each of the transactions involved in the trade, quantity to be traded,

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GENERAL TERMS AND CONDITIONS

(continued)

5.7 Balancing (continued)

the level of the trading fee or charge offered to Transporter in order to consummate the trade, if applicable, the identity of the Shipper that will pay such fee or charge, and such other information as Transporter may require. Upon thirty (30) Days notice via posting on Transporter's Internet Web Site, Transporter may require requests for imbalance trades and imbalance trade confirmations to be submitted electronically via the Internet to Transporter's Internet Web Site. A trading fee or charge shall be required for trades involving imbalances held in different Pooling Areas. For purposes hereof, the trading fee or charge will be from zero up to the maximum Rate Schedule IT transportation rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas, for each Dth of imbalance traded. Transporter will not retain or charge Fuel Use and LUFG allowances or charges for such trades. Additionally, the confirming trader shall transmit an imbalance trade confirmation to Transporter, via telecopy or e-mail in the form prescribed by Transporter, indicating whether such party accepts or declines the trade.

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Original Sheet No. 325A Original Sheet No. 325A : Effective

GENERAL TERMS AND CONDITIONS
(continued)

5. RECEIPT AND DELIVERY NOMINATIONS, SCHEDULING AND CONDITIONS (continued)

If Transporter receives an imbalance trade confirmation prior to 11:45 a.m. on a Business Day, Transporter will send an imbalance trade notification to the initiating trader and confirming trader no later than noon on the next Business Day. For those transactions where a trading fee or charge is required, Transporter will either accept the fee proposed in the request for imbalance trade or seek to negotiate a mutually acceptable trading fee. If agreement is reached, Transporter shall confirm the agreed upon trading fee via telecopy or e-mail. If Transporter gives a discount of the trading fee to a Shipper that is a marketing affiliate of Transporter, Transporter will do so in a manner consistent with 18 C.F.R. §161.3(h)(1), (2), as such provision may be in effect from time to time. After agreement on the level of the trading fee, where required, and after Transporter provides the parties with the trade notification,

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GENERAL TERMS AND CONDITIONS
(continued)

5.7 Balancing (continued)

Transporter will transfer the quantities traded between the appropriate Shippers and update the balancing statements for each Shipper for the affected Month. Upon thirty (30) Days notice via posting on Transporter's Internet Web Site, Transporter may begin providing the trading parties notification and approval of trades electronically via its Internet Web Site. Trades can only be withdrawn by the initiating trader and only prior to Transporter's receipt of the confirming trader's confirmation of the trade. Trades are considered final when confirmed by the confirming trader and effectuated by Transporter as provided in the imbalance trade notification. Trades will be reflected on the cash-out invoice next following such trade.

- C. Transporter will permit posting and trading of imbalances incurred in the prior Month beginning on the ninth (9th) Business Day of the Month and continuing until the seventeenth (17th) Business Day of such Month (the "Gas Trading Period"), unless Transporter extends the Gas Trading Period by posting on its Internet Web Site.

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GENERAL TERMS AND CONDITIONS
(continued)

5.7 Balancing (continued)

- (5) If Shipper notifies Transporter of a claimed inaccuracy or discrepancy in information provided by Transporter as described in Section 5.7(c)(i), Transporter will cooperate with Shipper and review such claim. If the information on Imbalances under a Service Agreement in the current Service Month provided to Shipper by Transporter on the twentieth (20th) Day of the Service Month differs by five percent (5%) or more when compared to actual quantity information provided by Transporter in the Monthly Imbalance statement for such Month, Shipper shall be entitled to eliminate such Monthly Imbalance, as appropriate, utilizing the factor of 1.00. If, however, Transporter determines that such difference was attributable to a particular information source or location (e.g., central point, interconnect), then only the part of the Monthly Imbalance

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GENERAL TERMS AND CONDITIONS
(continued)

5.7 Balancing (continued)

attributable to such source will be eliminated utilizing the factor of 1.00. Shipper shall be obligated to notify Transporter of discrepancies or inaccuracies in the information provided by Transporter as described in Section 5.7(c)(i), and at the same time provide supporting data, within three (3) Business Days of Shipper's receipt of such information unless waived by Transporter; provided, however, that Shipper's failure to comply with such requirement shall not affect its right to eliminate its Monthly Imbalance utilizing the factor 1.00 in the event that Transporter's information is inaccurate, as described above. Upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may require such notification to be made electronically via the Internet. In the event Shipper provides notice and supporting data as provided above, Transporter will review the data submitted by Shipper

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GENERAL TERMS AND CONDITIONS
(continued)

5.7 Balancing (continued)

and within three (3) Business Days, unless waived by Transporter, will either provide new information to Shipper or reconfirm its prior information. Transporter will rely on its information to take such actions as are appropriate and necessary to operate its system.

- (6) To the extent that adjustments are made to Monthly Imbalance quantities for prior periods after Shipper has eliminated such quantities in accordance with the provisions of this Section 5.7(c)(ii), unless otherwise agreed, such adjusted Imbalance amounts shall be eliminated at a factor of 1.00 multiplied by the applicable Daily Index Price(s) for the Day(s) on which such Imbalances were incurred. No penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current penalty.
- (7) Payment of any penalties or fees for Imbalances pursuant to this Tariff shall not be construed to in any way entitle or authorize Shipper to incur any Imbalance under any Service Agreement.

- (d) Required Balancing: Subject to and in accordance with the provisions of Section 20, if and when Transporter determines that an Imbalance has exceeded the Operating Range, Transporter shall have the right to interrupt or curtail at any time, and from time to time, the quantities of Gas it will receive or deliver to the extent Transporter deems necessary in order to limit or reduce the Imbalance existing at any time. Transporter shall provide such notice as is provided for in said section. Transporter shall not apply this provision in an unduly discriminatory manner, nor in a manner contrary to the Commission's Regulations. Nothing in the foregoing shall supersede or negate the general obligation of Shippers to correct any Imbalance

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Superseding: First Revised Sheet No. 329

GENERAL TERMS AND CONDITIONS
(continued)

5.7 Balancing (continued)

as soon as possible or Transporter's rights to effect reductions in Imbalances and to limit receipts and/or deliveries as otherwise provided in these General Terms and Conditions, including, but not limited to, Sections 5.7(a) and (b) above. Without regard to the nature of the service involved or the priority attached to the service, Transporter shall have no obligation, nor any liability for its failure, to deliver for Shipper's account on any Day more Gas than was received and scheduled for delivery by Transporter for Shipper under its Service Agreement.

- (e) Final Balancing: Notwithstanding anything contained herein, Shipper shall cash-out Imbalances existing under a Service Agreement following the expiration or termination of such Agreement in the manner prescribed in Section 5.7(c)(ii) (1) above.

5.8 Unauthorized Gas. Unauthorized Gas quantities are: any and all quantities delivered into Transporter's system for service at a Receipt Point for which a nomination in accordance with Section 5.2 of these General Terms and Conditions is not received or, to the extent that a valid and confirmed nomination is received for a Receipt Point, those quantities delivered into Transporter's system for service which are in excess of one hundred fifty percent (150%) of the valid and confirmed nomination(s) and which are in excess of 500 Dth/D. Unauthorized Gas quantities may be rejected, or if accepted, suspended by Transporter.

- (a) Notice. Transporter will post on its Internet Web Site notice of the receipt of any Unauthorized Gas as soon as reasonably possible identifying the Point of Receipt, Operator (or if applicable, a designee), and an estimate of the Unauthorized Gas quantity thus far received (which estimate will be updated as additional quantities are received and recorded). Transporter will also provide the Operator with written notice of the receipt of Unauthorized

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Second Revised Sheet No. 330 Second Revised Sheet No. 330 : Effective

Superseding: First Revised Sheet No. 330

GENERAL TERMS AND CONDITIONS

(continued)

5.8 Unauthorized Gas (continued)

Gas within five (5) Business Days of posting such notice on its Internet Web Site. Upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may begin providing such notice to the Operator via the Internet only.

(b) Disposition. Unauthorized Gas may only be nominated and allocated in accordance with the following terms and conditions:

- (i) All Unauthorized Gas quantities must be nominated by the Operator of the applicable Point of Receipt to a valid Shipper, or Transporter as purchaser, in accordance with Section 5.2 or 5.3 of these General Terms and Conditions. The date for a valid nomination and allocation of an Unauthorized Gas quantity shall be the date of Transporter's receipt of such nomination from the Operator.
- (ii) If a quantity of Unauthorized Gas is properly nominated prior to the fifteenth (15th) Day of a given Service Month, the Operator shall have the option of having such allocation be effective for scheduling purposes for the then current or next following Service Month. If a quantity of Unauthorized Gas is properly nominated after the fifteenth (15th) Day of a given Service Month, such allocation shall be effective for all purposes for the next following Service Month.
- (iii) If Unauthorized Gas is properly nominated within fifteen (15) Days of Transporter's written or electronic notice to the Operator of the receipt of such Gas (even if such quantities are scheduled in the following Service Month), the Shipper ultimately receiving the allocation of such Gas will not be assessed the Unauthorized Gas Charge.
- (iv) If Unauthorized Gas is properly nominated between sixteen (16) and ninety (90) Days (inclusive) following Transporter's written or electronic notice to the Operator of the initial

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GENERAL TERMS AND CONDITIONS

(continued)

5.8 Unauthorized Gas (continued)

receipt of such Gas, the Shipper first receiving the allocation of such Gas shall be subject to and agrees to pay the Unauthorized Gas Charge for such quantity at the time the payment for any service rendered during the Service Month in which such Unauthorized Gas allocation is scheduled would otherwise be due.

- (c) Forfeiture. If Unauthorized Gas from a Point of Receipt is not properly nominated within ninety (90) Days of Transporter's written or electronic notice to the Operator of the receipt of such Gas, Transporter may retain such Gas at no charge or cost, free and clear of any adverse claims.
- (d) Unauthorized Gas Charge. The Unauthorized Gas Charge specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff shall be applied to Shipper's invoice for service rendered during the Service Month the Unauthorized Gas is scheduled for each and every Dth of Unauthorized Gas which is nominated and allocated to Shipper's Service Agreement as provided in Section 5.8(b) (iv) above.
- (e) Records. Transporter shall maintain records regarding the resolution and disposition of Unauthorized Gas, which records shall be available for examination in accordance with Section 14.3 of these General Terms and Conditions.

5.9 Notices and Communications. Transporter shall make available scheduling personnel on a twenty-four (24) hour basis. Shipper shall provide with its request for service, and update as necessary, the name, address, e-mail address and telephone number of an operational contact person or persons who will be available on a twenty-four (24) hour basis to receive or provide communications involving receipts, deliveries, curtailment and for any other purposes relating to Shipper's service under this Tariff. Transporter shall be entitled to rely on such contact person's actions and communications for all purposes and shall have no liability for so doing, and if

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GENERAL TERMS AND CONDITIONS
(continued)

5.9 Notices and Communications (continued)

Shipper fails to designate such person or such person is unavailable to Transporter at any time, Shipper shall be liable and shall indemnify and hold Transporter harmless from and against losses, damages, and expenses which Transporter or any other person may suffer or for which Transporter may be liable which are attributable to such failure or unavailability.

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GENERAL TERMS AND CONDITIONS
(continued)

- 10.2 Form. Requests for service shall contain the items of information listed commencing on Sheet No. 467 of this Tariff and shall be submitted in the manner provided in the applicable Rate Schedule.
- 10.3 Requests For Firm Capacity. Complete requests for firm service by a Shipper offering and willing and able to pay the maximum rate applicable to such service, in accordance with this Tariff, will be reviewed on a first-come, first-served basis according to the date of Transporter's receipt of such requests. Requests for firm service shall be accepted and capacity assigned if Transporter determines, following its review and evaluation of a completed request, that sufficient available and uncommitted capacity exists to perform the requested services on a firm basis. Transporter shall make such determinations based on its assessment of overall system operations and requirements utilizing consistent and objective engineering and operational criteria. If insufficient capacity exists to meet all pending requests to enter into or amend firm Service Agreements, Transporter shall assess the relative engineering suitability and economic value to Transporter of the requested services to determine the priority. Transporter's evaluation of total economic value shall consider rate, quantity, term, operational impacts and maximization of overall system utilization. For purposes of the foregoing, a Shipper offering and willing and able to pay a Negotiated Rate will be subject to the provisions of Section 12.3 below. If more than one pending request is determined by Transporter to be of equal suitability and economic value, Transporter shall conduct a lottery on a non-discriminatory basis after two (2) Business Days' notice to the affected parties, who will have the right to attend. Capacity will be assigned in accordance with the order of draw, with capacity assigned to the first drawn Shipper up to the quantity requested by such Shipper. If any firm capacity remains after such assignment, it shall be assigned to the other requesting Shippers in accordance with such Shippers' order of draw. The result of the lottery shall be posted on Transporter's Internet Web Site within two (2) Business Days of the drawing. During the term of the Service Agreement, any change Shipper may make in the terms of the Service Agreement (including utilization of flexible receipt and/or delivery points as provided in this Tariff) shall not reduce the economic value

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Superseding: First Revised Sheet No. 338

GENERAL TERMS AND CONDITIONS
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

(including any reservation or demand charges) under the Service Agreement to Transporter without Transporter's written consent or, via electronic means using the Internet if the Tariff so requires.

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Superseding: First Revised Sheet No. 339

GENERAL TERMS AND CONDITIONS
(continued)

Transporter shall be entitled to require that any request for service under Rate Schedules HFT, FT, NNTS, RSS and FSS be accompanied by a prepayment in an amount equal to the Reservation Fees or Charges, or the Deliverability and Capacity Fees, as applicable, which would be due for the first Service Month for such requested service. Upon commencement of service, a prepayment provided pursuant to the foregoing shall be credited to Shipper's initial bill. Transporter shall return the prepayment if it rejects the request or when the Service Agreement terminates. Should the requesting party fail to cooperate in the processing of its request in a timely manner or withdraw its request, the amount shall be forfeited to Transporter.

- 10.4 Requests For Interruptible Service. Complete requests for interruptible service by a Shipper willing and able to pay the maximum rate for such service, in accordance with this Tariff, will be reviewed on a first-come, first-served basis according to the date of Transporter's receipt of such request. Initial requests for interruptible service shall be accepted, for purposes of offering a Service Agreement, if Transporter determines, following its review and evaluation of a completed request, that excess capacity may exist from time to time to perform the requested services on an interruptible basis. Transporter shall use the scheduling procedures as prescribed in Section 5 of these General Terms and Conditions to allocate capacity for interruptible services. For purposes of the foregoing, a Shipper willing and able to pay a Negotiated Rate for such service will be subject to the provisions of Section 12.3 below.
- 10.5 Requests for Discounted Service. Transporter shall consider and evaluate complete requests for service at less than the applicable maximum rate(s) submitted by Shippers. However, Transporter shall not be obligated to agree to provide any services at a discounted rate and may reject any request which would require it to provide a discounted rate or accept other terms and conditions which it determines are not acceptable. Transporter shall not apply this provision in an unduly discriminatory manner, nor in a manner contrary to the Commission's regulations.

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Third Revised Sheet No. 341 Third Revised Sheet No. 341 : Effective

Superseding: Second Revised Sheet No. 341

GENERAL TERMS AND CONDITIONS
(continued)

capacity or deliverability to meet system operating requirements or other higher priority service obligations as specified in the Tariff, upon such notice as is reasonable under the circumstances. If the conditions or events which caused the interruption or curtailment are anticipated to continue, scheduling of services pursuant to Section 5 shall be implemented to the extent required in conformity with the provisions of this section. Subject to Transporter's evaluation of the operational conditions and circumstances that exist on Transporter's pipeline at the time, in such event firm transportation and storage services, to the extent timely nominated and scheduled, shall have a priority over interruptible services. In the event such curtailment is required, whether systemwide, within a Pooling Area or with regard to a particular pipeline or storage segment, as determined by Transporter, Transporter shall reduce scheduled services in the affected segment(s), to zero if necessary, in accordance with the following:

Category One: All Gas scheduled under Rate Schedules IT, PHS (wheeling), FT/HFT(overrun), FSS(overrun), RSS(overrun) or ISS, as applicable, shall be curtailed first, provided that Transporter may curtail or discontinue services for Gas scheduled for delivery or being delivered at lower rates prior to the curtailment of services scheduled at higher rates. Otherwise, Transporter shall curtail such services on a pro rata basis based upon each Shipper's scheduled quantities.

Category Two: All Gas deliverable under Rate Schedules NNTS or RSS (withdrawals only) or all gas scheduled under Rate Schedules HFT, FT, FSS or RSS (for deliveries to Storage Points of Injection), as applicable, shall be curtailed last, on a pro rata basis based upon each Shipper's Contract Delivery Demand, Contract Demand, Receipt Entitlement, Maximum Receipt Obligation, Maximum Delivery Obligation, Maximum Storage Quantity, Maximum Daily

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Superseding: Original Sheet No. 342

GENERAL TERMS AND CONDITIONS
(continued)

Injection Quantity, Maximum Daily Withdrawal Quantity, RSS Balance as of the end of October or Maximum Seasonal Withdrawal Quantity, as applicable.

So far as operating conditions will permit, available Gas shall be dispatched, in accordance with the aforementioned priority and operating guidelines, in as equitable a manner as possible. Transporter shall not be liable in damages or otherwise for granting exemptions to the curtailment priorities or for interrupting services in accordance with the procedures described in this Section 10.8. Shippers shall be entitled to eliminate Monthly Imbalances directly resulting from, or attributable to, compliance in the event of a curtailment under this subsection (a) utilizing the factor of 1.00.

- (b) Receipt Supply Shortfall: Notwithstanding any provision in this Tariff, Transporter shall have the right, upon such notice as is reasonable under the circumstances, to interrupt deliveries in affected areas of its system if Transporter is unable to meet its total delivery obligations or if the operating integrity of its system, or parts thereof, is affected detrimentally because of underdeliveries of quantities nominated and scheduled for receipt until Transporter is able to identify the parties which failed to tender quantities equal to those nominated and scheduled. Transporter shall reduce scheduled deliveries to the markets served by the deficient supply sources to the extent the deficient supply sources have been identified and such action is operationally feasible; otherwise, Transporter shall reduce scheduled deliveries in accordance with the priorities set forth in (a) above. The Shippers with deficient supply sources during the temporary supply shortfall will compensate those other Shippers who maintained scheduled receipts during the shortfall period but nevertheless suffered curtailed deliveries as provided in (d) below.
- (c) Exemption. Notwithstanding the provision for pro rata curtailment within Category Two

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Original Sheet No. 344 Original Sheet No. 344 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

which qualify for the high-priority exemption and that Shipper has taken all other reasonable actions within its control (use of alternate fuels, curtailment of interruptible service, etc.) to meet these high-priority needs.

- (d) Compensation. The bill for the Service Month in which Shipper received service pursuant to an exemption pursuant to subsection (c) above shall contain an additional charge in an amount equal to the total quantity received by such Shipper during the period of curtailment in excess of that the Shipper would have received under a pro rata curtailment multiplied by the Reservation Charge Adjustment or the Deliverability Fee Adjustment under the applicable Rate Schedule. All revenues collected by Transporter pursuant to such additional charge shall be credited on a pro rata basis, to the non-exempt Shippers during the period of curtailment, to the extent such Shipper has not received a credit to its reservation charge or fee as a result of the disrupted service, based on the increase in curtailed quantities experienced by such Shipper due to the granting of the exemption(s) divided by the total such increase in curtailed quantities experienced by all non-exempt Shippers. Further, if, and to the extent that, scheduled and confirmed flowing Gas supplies are diverted from one firm Shipper to another during a curtailment, other than pursuant to a voluntary arrangement described in (f) below, the measure of compensation paid by the diverting Shipper shall be the higher of (1) \$10.00 per Dth, or (2) two hundred seventy-five percent (275%) of the Index Price published for the Month in which the diversion occurred for each Dth by which deliveries for such Shipper's account exceeded corresponding receipts during the period of curtailment, plus one hundred percent (100%) of all Reservation Charges. All revenues collected by Transporter from Shippers receiving such diverted supplies shall be credited pro rata based on the quantities diverted from each to the Shippers which suffered the diversions, less any

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First Revised Sheet No. 345 First Revised Sheet No. 345 : Effective

Superseding: Original Sheet No. 345

GENERAL TERMS AND CONDITIONS
(continued)

Imbalance cash-out payments or credits and any reservation charge credits or adjustments due such Shippers for the Month.

The foregoing provisions are considered a liquidated damages clause and therefore, shall be the only measure of compensation for Shippers which did not receive their scheduled quantity during the curtailment and/or were not able to use their capacity up to their initial pro rata curtailment share of capacity; provided, however, that a harmed Shipper shall not be precluded from pursuing other legal remedies directly against Shippers which received diverted Gas. Transporter will take all reasonable steps to collect such compensation from Shippers receiving Gas above their scheduled quantity or capacity above their initial pro rata share during the curtailment and will pay any amounts collected under this provision to the Shippers which did not receive their scheduled quantity or their initial pro rata curtailment share of capacity during the curtailment. However, in the event Transporter is unable to collect such compensation from the responsible Shippers after taking all reasonable steps, Transporter shall not be liable for payment to the Shippers entitled to such compensation. In no event will Shippers involved in a dispute as to the diversion of their Gas during a curtailment seek to hold Transporter liable for direct or consequential damages resulting from the diversion of Gas. Further, it is clearly understood that Transporter will act merely as a conduit with respect to any role it may have in the collection of monies as payment for diverted Gas.

- (e) Notices. Transporter shall provide Shipper(s) 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 (or electronically via the Internet) the notice given if originally provided by telephone. Shipper shall have the responsibility to inform its suppliers, other transporters and all others

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First Revised Sheet No. 346 First Revised Sheet No. 346 : Effective

Superseding: Original Sheet No. 346

GENERAL TERMS AND CONDITIONS

Continued

involved in the transaction, as to any curtailment or any interruption.

- (f) Voluntary Arrangements: If any Shipper wishes to voluntarily relinquish any rights to capacity to which such Shipper would be entitled during periods of curtailment, such Shipper shall notify Transporter sufficiently in advance of the quantities which are to be relinquished, and Transporter shall take such relinquished quantities into account in determining the total amount to be curtailed. Further, Transporter will make its Internet Web Site available for "Curtailment Supply Wanted" and "Curtailment Supply Available" so that firm Shippers can enter into voluntary contractual arrangements to provide for supply in the event of a curtailment. Under such an arrangement, a curtailment supplier will, during the period of curtailment, divert its supply by limiting its takes up to the quantity specified in the contract within four hours of the emergency curtailment announcement. Contract parties who do not receive Gas under said contract during a curtailment must pursue whatever remedies they have for breach of contract.

- 10.9 Limitations. Nothing in this Section 10 shall limit Transporter's right to take actions or require Shippers hereunder to take actions of whatever nature may be required to correct any situation which may threaten the operation of its system, including maintenance of service to other Shippers.

11. SERVICE AGREEMENT:

Service shall be provided under the provisions of a Service Agreement between Transporter and Shipper in the form applicable to the Rate Schedule for such service as provided in this Tariff. Transporter will designate on its Internet Web Site the Rate Schedules for which electronic contracting via the Internet must be utilized and all such agreements must be in the prescribed electronic format, unless Transporter otherwise agrees or emergency events prevent such electronic communications. Each Service Agreement may govern multiple

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GENERAL TERMS AND CONDITIONS
(continued)

12. RATES, TERMS AND CONDITIONS:

12.1 Application. For transportation to storage, no commodity charge shall apply for deliveries to Storage Points of Injection except that specific withdrawals of Gas at the Bistineau Storage Field shall be considered a delivery into Gulf South Pipeline Company under the applicable Rate Schedule FT or IT Service Agreement.

12.2 Changes in Rates and Other Terms and Conditions. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under this Tariff.

12.3 Negotiated Rates. Notwithstanding anything to the contrary contained in this Tariff, Transporter and Shipper may negotiate a rate for service under any rate schedule contained in this Tariff. Transporter's maximum rate as shown on Transporter's Statement of Effective Rates and Charges for a service ("Recourse Rate") is available for any Shipper that does not desire to negotiate a rate with Transporter.

A Negotiated Rate shall mean a rate for service, the individual components of which may exceed the maximum reservation charge, if applicable, or usage charge, as stated on Transporter's Statement of Effective Rates and Charges for that service. With respect to a Negotiated Rate which, when calculated on a 100% load factor basis, exceeds Transporter's maximum rate for that service, for purposes of allocation of capacity pursuant to Sections 10.3 and 10.4 of the General Terms and Conditions of Transporter's Tariff, Shippers willing to pay said Negotiated Rate would be considered to have paid the maximum Recourse Rate. For purposes of exercising rights to continue service pursuant to Section 21.9 of the General Terms and Conditions of Transporter's Tariff, the highest rate that a Shipper must match if it desires to retain all or a portion of its capacity and continue to receive firm service under the same Rate Schedule beyond the expiration date of such Long-Term Firm Agreement is the maximum rate applicable to such service.

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GENERAL TERMS AND CONDITIONS
(continued)

12.5 Discounts.

- (a) If Transporter agrees to a discounted rate under Transporter's Rate Schedules, the following terms may be agreed to without constituting a material deviation from Transporter's applicable pro forma Service Agreement; provided, however, any such rate or component thereof shall not be less than Transporter's applicable minimum rate, nor greater than Transporter's applicable maximum rate, unless in accordance with Transporter's Negotiated Rate authority. Such rate may apply:
 - (i) to specified quantities under Shipper's Service Agreement(s);
 - (ii) to quantities above or below a certain level or all quantities if quantities exceed a certain level;
 - (iii) in a specified relationship to quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to the quantities actually transported);
 - (iv) during specified periods of the year or over specifically defined periods of time;
 - (v) to specified receipt points, delivery points, zones, Pooling Areas, transportation routes, markets or other defined geographical areas; and/or
 - (vi) to production reserves committed by Shipper.
- (b)
 - (i) Expedited discount retention rights, as defined herein, shall apply to firm discounted rate (not Negotiated Rates) agreements that are executed and effective after the effective date of the implementation of expedited discount retention rights under Transporter's Tariff. A Shipper may elect to enter into a discounted rate agreement without expedited discount retention rights.
 - (ii) A firm Shipper choosing to exercise its segmentation, capacity release or flexible point rights with whom Transporter has agreed to a discounted rate (not a Negotiated Rate) limited to specific Receipt and Delivery Point combinations, may request to retain its discounted rate at a Receipt and Delivery Point combination not expressly provided for in its discounted rate agreement pursuant to the procedures set forth herein. A rebuttable presumption shall exist that such discounted rate should be retained if Transporter is granting discounts (not Negotiated Rates) to other transactions at such combination of points, unless Transporter determines that the requested

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GENERAL TERMS AND CONDITIONS
(continued)

12. RATES, TERMS AND CONDITIONS (continued)

transaction is not similarly situated to the applicable discount transaction for such combination. If Shipper's request hereunder is granted, Shipper shall pay the higher of its contractual discount rate or the discount rate provided to another similarly situated transaction utilizing the new combination of points. If Shipper's request hereunder is granted, and thereafter, there ceases to be a similarly situated discounted transaction at such combination of points, then such Shipper shall no longer retain a discount at such combination of points.

- (iii) Shipper may request to retain its point-specific discounted rate at a new Receipt and Delivery point combination by faxing a request to Transporter to the fax number and person designated on Transporter's Internet Web Site from time to time. Such request shall be clearly labeled a "Request for Expedited Discount Retention" and shall contain such information as specified on Transporter's Internet Web Site. Upon thirty (30) Days' notice via posting on its Internet Web Site, Transporter may require Shippers to make such requests and provide supporting documentation therefor electronically via the Internet. Transporter shall respond on a reasonable efforts basis to requests received after 8:00 a.m. CCT and before 4:00 p.m. CCT on a Business Day within two (2) hours of the time the request is received. If requests are received on non-Business Days, Transporter shall respond on a reasonable efforts basis by 10:00 a.m. on the next Business Day. If requests are received between the hours of 4:00 p.m. CCT and 8:00 a.m. CCT on Business Days, Transporter shall respond on a reasonable efforts basis by 10:00 a.m. CCT. If Shipper has previously requested to retain a discounted rate at the same combination of points pursuant to this provision and Transporter has not agreed, Transporter shall have no obligation to respond to a renewed request to retain a discount hereunder unless rates for service at that combination have changed since such prior request.

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GENERAL TERMS AND CONDITIONS

(continued)

14. PAYMENTS:

14.1 Invoicing and Payment.

- (a) Transporter shall have the right to invoice Shipper each Month (as may be adjusted for invoicing or measurement cycle purposes) for all purposes on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent Months' invoicing based on actual quantities, as appropriate. Transporter's invoices will be prepared no later than nine (9) Business Days after the close of each Service Month. At Shipper's option, Transporter shall submit invoices to Shipper electronically. To exercise such option, unless Transporter otherwise agrees, Shipper must give Transporter thirty (30) Days' written notice to effectuate electronic invoicing. Additionally, upon thirty (30) Days' notice provided via posting on Transporter's Internet Web Site, Transporter may require Shippers to receive invoices and/or provide communications regarding invoices electronically via the Internet. Shipper must also execute any electronic access agreement which may be required by Transporter for such purpose. In any Month, Transporter may submit to Shipper separate invoices for applicable charges and fees related to service provided for Shipper under this Tariff (including, but not limited to, invoices for fixed charges, e.g., Reservation Charges, at any time during the applicable Service Month; invoices for variable charges, e.g., commodity, usage and overrun charges; and invoices for penalties). In the event that conduct by Shipper under a Service Agreement or the provisions of this Tariff constitutes a violation of its obligations thereunder such that Shipper would incur more than one penalty for the same act or failure to act, Transporter will charge, and Shipper shall pay, in addition to any amounts due under Section 5.7, only the total penalty charges applicable to the conduct or action yielding the highest dollar amount.
- (b) Payment of all invoiced amounts shall be due and received by Transporter in accordance with Transporter's instructions within ten (10) Days after the date of the invoice, unless Shipper

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GENERAL TERMS AND CONDITIONS

(continued)

disputes in good faith any portion of such amount, in which event the provisions of Section 14.1(c) below must be followed. Supporting documentation (including invoice number) regarding payment application, or remittance detail explaining discrepancies between payment and invoice amounts shall accompany payment. If payment is via wire transfer, such supporting documentation shall be sent to the facsimile number on the invoice, or, if Transporter permits or requires, to an e-mail address provided by Transporter, on the same Day payment is rendered, and, if payment differs from invoiced amount, remittance detail must be provided within two (2) Business Days of the date payment is due. Transporter shall apply payments in accordance with any valid instructions in the supporting documentation provided by Shipper. Transporter shall have the right to require that payments of any amounts

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GENERAL TERMS AND CONDITIONS
(continued)

exceeding \$100,000.00 be made by Shipper in the form of wire transfer directed to a bank account designated by Transporter such that funds are available on the date payment is due. Amounts past due hereunder shall bear interest from the due date until paid at the rate of interest effective from time to time under 18 C.F.R. Section 154.501, but not more than the maximum lawful rate, and Shipper shall indemnify and reimburse Transporter for all costs and liabilities associated with the collection of such past due amounts.

- (c) Subject to the provisions of Section 14.4 below, if Shipper in good faith disputes the amount of its invoice, it shall pay at least the portion of the invoiced amount not disputed, and if it withholds payment of the disputed amount it must provide with such payment (unless payment is via wire or other electronic funds transfer, in which case the documentation shall be provided within two (2) Business Days of the payment due date) full documentation in writing or electronically to Transporter with respect to the claimed error, including the identification of each amount in dispute, and the reasons and support therefor.

14.2 Default. Upon failure to receive payment when due, Transporter upon at least ten (10) Days written notice to Shipper may suspend or discontinue service until satisfactory credit arrangements or other compliance has been made, without prejudice to any other rights and remedies available to Transporter. Transporter may terminate the applicable Service Agreement and the provision of service thereunder without prejudice to any other rights and remedies available to it, provided ten (10) Days prior written notice of such intent to terminate is provided to Shipper and Shipper's default is not cured within a period of thirty (30) Days from the date payment is due. Transporter may require as a condition of recommencement or continuation of service or deferral of termination a reasonable refundable deposit or bond or increase in an existing deposit or bond at any time to secure payment of invoices, in the manner described in Section 14.5 of these General Terms and Conditions.

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Second Revised Sheet No. 354 Second Revised Sheet No. 354 : Effective
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GENERAL TERMS AND CONDITIONS
(continued)

14. PAYMENTS (continued)

- 14.3 Examination of Records. Each party shall have the right by written request (upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may provide, and may require requests to examine records to be provided, electronically via the Internet) to examine at reasonable hours the charts, books and records of the other party for the twelve (12) Months immediately preceding the request to the extent necessary to verify the accuracy of any statements, charges or

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GENERAL TERMS AND CONDITIONS

(continued)

14. PAYMENTS (continued)

computation under the Service Agreement, except that inspection of the records described in Sections 2.4 and 3.7 hereof shall be governed by the terms of those sections.

14.4 Adjustment

- (a) In the event that either party discovers an error made by the party primarily responsible for preparation of invoices or statements in the amounts invoiced, paid or allocated for a given Service Month, written claims therefor, including full supporting documentation for each correction, must be received by such responsible party no later than six (6) Months from the date of the applicable invoice or statement. Upon thirty (30) Days' notice provided via posting on its Internet Web Site, Transporter may begin providing, and may require the provision of, such claims electronically via the Internet.
- (b) Corrections to measurement data for a particular Service Month should be processed within six (6) Months of the end of the applicable Service Month. In the event that either party discovers a measurement error made by the party primarily responsible for measurement, written claim of such correction, including full supporting documentation for each correction, must be received by such responsible party prior to the processing of any such correction. Upon thirty (30) Days' notice provided via posting on its Internet Web Site, Transporter may begin providing, and may require the provision of, such claims electronically via the Internet.
- (c) If an error is discovered in amounts invoiced, paid or allocated for a given Service Month, such error shall be adjusted within thirty (30) Days of the determination of such error. The party receiving a written claim under (a) or (b) above shall have three (3) Months following such receipt to investigate and rebut such claims or adjustments. Such restrictions shall not apply in cases of deliberate omission, fraud or misrepresentation, or if a determination is made that there was a mutual mistake of fact. Transporter and Shipper's statutory or contractual rights shall not otherwise be diminished by the provisions of this Section 14.4.

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First Revised Sheet No. 358 First Revised Sheet No. 358 : Effective

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GENERAL TERMS AND CONDITIONS
(continued)

16. GOVERNMENTAL REGULATIONS (continued)

failure to perform hereunder if such failure is due to good faith
compliance with the requirements of any such laws, orders, rules or
regulations.

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Second Revised Sheet No. 359 Second Revised Sheet No. 359 : Effective

Superseding: First Revised Sheet No. 359

GENERAL TERMS AND CONDITIONS
(continued)

17. COMPLAINTS:

- 17.1 Complaints. Any person having complaints regarding the processing of requests for service or the provision of such services under Transporter's Tariff should provide within ninety (90) Days from the date of the alleged occurrence (or knowledge thereof) of the event prompting the complaint, a written description detailing the complaint, including identifying the request or transaction involved, and send the complaint to:

Reliant Energy Gas Transmission Company
P.O. Box 21734
Shreveport, Louisiana 71151
Attention: System Management Department

or

Facsimile Number: 318-429-3965

Transporter shall investigate all complaints so received and shall respond initially within forty-eight (48) hours and in writing within thirty (30) Days after receipt of the written complaint advising complainant of the disposition or notifying complainant that additional time will be required to dispose of the complaint. Complainant shall cooperate with Transporter if additional information is required to investigate or dispose of any complaint.

- 17.2 Communication of Pricing and Capacity Information: Transporter has established and shall maintain an Internet Web Site to comply with the Order Nos. 566, et seq., requirement of contemporaneous communication of certain information covered by the Order to all "potential shippers" in the event Transporter provides such information to a marketing affiliate or its unbundled merchant division. Transporter's Internet Web Site offers twenty-four (24) hour a Day availability.

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First Revised Sheet No. 360 First Revised Sheet No. 360 : Effective

Superseding: Original Sheet No. 360

GENERAL TERMS AND CONDITIONS
(continued)

Transporter shall post daily general information regarding the availability and pricing of transportation services, including required reports of discounts granted to marketing affiliates, and the availability of pipeline capacity at key points on Transporter's pipeline system, as more fully described in Section 22 below. Upon specific request, Transporter shall provide such information by mail to any "potential shippers" who cannot access the Internet Web Site.

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First Revised Sheet No. 395 First Revised Sheet No. 395 : Effective

Superseding: Original Sheet No. 395

GENERAL TERMS AND CONDITIONS
(continued)

19. CAPACITY RELEASE:

Any Shipper under Rate Schedules FT, NNTS, RSS or FSS may seek to release for assignment to others any or all of its Contract Delivery Demand, Contract Demand, or firm storage service entitlements, as applicable, subject to the terms and conditions provided for in this section. If a paper document is received on a non-Business Day, such document will be considered received on the next Business Day.

19.1 Notice and Withdrawal of Offer. A Shipper offering to release Contract Delivery Demand, Contract Demand, or firm storage service entitlements shall furnish electronic notice to Transporter of the terms of its offer. The Shipper may propose a prearranged designated replacement Shipper to which the capacity would be released. The offer shall contain the following minimum information:

- (a) Shipper's legal name and the name/title of individual who has authorized the offer to release;
- (b) Transporter's Service Agreement number;
- (c) (i) A description of the capacity to be released and assigned, including Receipt and Delivery Point(s), as applicable. If a release and assignment is sought under Rate Schedule FT, the notice must state the Contract Demand, Receipt Entitlement and Maximum Delivery Obligation and, if applicable, the Maximum Receipt Obligation, subject to the proposed release and assignment. If a release and assignment sought is under Rate Schedule FSS, the notice must state the Maximum Storage

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First Revised Sheet No. 396 First Revised Sheet No. 396 : Effective

Superseding: Original Sheet No. 396

GENERAL TERMS AND CONDITIONS
(continued)

Quantity, the Maximum Injection Quantity, and the Maximum Deliverability Quantity, subject to the proposed release and assignment. If the release and assignment sought is under Rate Schedule NNTS, the notice must state the Contract Delivery Demand, Receipt Entitlement, Maximum Delivery Obligation(s) and Maximum Receipt Obligation(s), as applicable, subject to the proposed release and assignment.

If the release and assignment sought is under Rate Schedule RSS, or for the separate transportation or storage components thereunder, the notice must state the Maximum Withdrawal Quantity, the Maximum Seasonal Withdrawal Quantity, the Maximum Injection Quantity, the portion of the RSS Balance at the end of October, the Maximum Delivery Obligation(s) and the Maximum Receipt Obligation(s), as applicable, subject to the proposed release and assignment.

- (ii) If the releasing Shipper desires and is entitled to release a segment of its Primary Path, the Segment Receipt and Segment Delivery Points for the segment being released must be specified. Releasing Shipper shall request Primary Receipt and/or Delivery Points for the Primary Path Segment being released within the Primary Path up to its entitlement on that segment, and releasing Shipper shall separately request Primary Receipt and Delivery Points for the segment being retained. In such case, the capacity release timelines set forth in Sections 19.3(b) and (c) below shall not apply, but the request will be processed as soon as practicable, which in most cases should be no longer than two (2) Business Days after receipt, and the release shall then be processed in accordance with Section 19.3(b) or (c) below, as applicable. The assignment of capacity at any such primary points shall be in accordance with the provisions of Section 10 hereof.
- (d) Any restrictions on shifting assigned existing Primary Receipt/Delivery Point(s) and quantity limitations, on the use of Secondary Receipt or Delivery Points, Additional Individual Receipt Points or Pools; or any requirement that the replacement Shipper reimburse the releasing Shipper for any additional or higher reservation or demand charges (plus all surcharges and fixed costs applicable thereto) assessed

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FERC Docket: RP00-482-003

Original Sheet No. 396A Original Sheet No. 396A : Effective

GENERAL TERMS AND CONDITIONS
(continued)

by Transporter for replacement Shipper's utilization of capacity assigned thereto;

- (e) The proposed effective date and term of the release and assignment (term must be at least one (1) Day but may commence at any of the effective times for standard nomination cycles specified in Sections 5.2(a)(i) and 5.5(a)(i) above);
- (f) The full legal name and identification number of any pre-arranged designated replacement Shipper, whether there is an affiliate relationship between the releasing and replacement Shipper, and the full terms of such pre-arranged release;
- (g) The method to be applied in evaluating bids, allocating capacity and breaking ties, as described below;
- (h) whether, to what extent, and the conditions (including any applicable reput conditions) pursuant to which capacity will be subject to recall;
- (i) whether bids on a volumetric rate basis (i.e., reservation or demand charge stated as a unit rate and billed based on quantities transported) may be submitted, and, if so, the method for evaluating any such bids, including how to rank bids if bids are also to be accepted on a demand charge basis, and any other special conditions;

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FERC Docket: RP00-482-003

First Revised Sheet No. 397 First Revised Sheet No. 397 : Effective

Superseding: Original Sheet No. 397

GENERAL TERMS AND CONDITIONS
(continued)

- (j) whether contingent bids that extend beyond the bid period may be submitted, how to evaluate and prioritize such bids against non-contingent bids, and whether, the terms and conditions under which, and/or for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder withdraw its bid;
- (k) any extensions of the minimum posting/bid periods;
- (l) whether releasing Shipper desires to utilize the first-come, first-served option for short-term releases of thirty-one (31) Days or less described in Section 19.4 below and any minimum terms applicable thereto;
- (m) other special terms and conditions Shipper imposes on the release of its capacity, including minimum rates, term, quantity, etc.; and
- (n) releasing Shipper may specify dollars and cents or percentages of the applicable maximum rate as the denomination for bids in its offer to release, and bids submitted must comport with the releasing Shipper's specification.

A Shipper may withdraw its offer to release by providing electronic notice to Transporter of such withdrawal, which notice must be received by Transporter prior to the close of the applicable bid period; provided, however, such withdrawal shall only be valid if such Shipper has an unanticipated requirement for such capacity and no bid meeting the minimum requirements imposed in the offer has been made. The notice must contain the reason for withdrawal which Transporter shall post on its Internet Web Site.

- 19.2 Pre-arranged Releases. Shipper may designate an entity (a pre-arranged designated replacement Shipper) to which it has agreed to release the capacity upon specified terms and conditions.

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Third Revised Sheet No. 398 Third Revised Sheet No. 398 : Effective

Superseding: Second Revised Sheet No. 398

GENERAL TERMS AND CONDITIONS

(continued)

19. CAPACITY RELEASE (continued)

Shipper's offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in Sections 19.3 - 19.4 below, with the pre-arranged designated replacement Shipper being given a right to match the best bid submitted during the bid period; provided, however, if a pre-arranged transaction with a designated replacement Shipper is for a period of thirty-one (31) Days or less, the releasing Shipper shall provide notice to Transporter in accordance with this section and may implement the release without complying with such prior posting and bidding procedures. Further, if the releasing Shipper provides notice of a pre-arranged release in which the designated replacement Shipper has agreed to meet all terms and conditions and to pay the maximum rate for terms of more than thirty-one (31) Days, such release also may be implemented without being subject to such prior posting and bidding procedures. Notice of such exempted releases, if releases are non-standard, or subject to special terms and conditions, shall be posted on Transporter's Internet Web Site as soon as practicable, but no later than two (2) Business Days after the transaction commences. If releasing Shipper desires to upload, via Transporter's Internet Web Site or electronic data interchange, pre-arranged releases, all such releases must be valid and complete. The replacement Shipper shall initiate confirmation of its pre-arranged release electronically.

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Superseding: Second Revised Sheet No. 399

GENERAL TERMS AND CONDITIONS

(continued)

19.3 Capacity Release Timeline.

- (a) All offers must be complete, valid and in compliance with the terms of this Tariff, prior to posting. Valid and complete offers will be posted upon receipt, unless releasing Shipper requests a later posting time, provided that such request comports with the standard timeline specified below. Except as provided in Section 19 above, the timelines set forth in (b) and (c) below for capacity releases shall be applicable if:
 - (i) all information provided by the parties to the transaction is valid, complete, and satisfies the requirements of this section;
 - (ii) all bidders have been determined by Transporter to be creditworthy prior to the bidder's tender of a bid;
 - (iii) there are no special terms and conditions of the release; and
 - (iv) the offer to release contains one of the bid evaluation methodologies specified in Section 19.5(a) below.
- (b) For biddable releases:
 - (i) Less than one (1) Year:
 - On a Business Day:
 - (1) Offers shall be received by 12:00 p.m.;
 - (2) Bid period ends at 1:00 p.m.;
 - (3) Bid evaluation period begins at 1:00 p.m., during which contingencies are eliminated; best bid is determined; and bid ties are broken, and ends at 2:00 p.m.;
 - (4) Award of capacity or the triggering of a matching right communicated to the appropriate party by 2:00 p.m.;

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Third Revised Sheet No. 400 Third Revised Sheet No. 400 : Effective

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GENERAL TERMS AND CONDITIONS
(continued)

- (5) Pre-arranged replacement Shipper communicates any exercise of a matching right by 2:30 p.m.;
 - (6) Posting of award for releases requiring matching by 3:00 p.m.
- (ii) One (1) Year or more:
 - (1) Offers shall be received by 12:00 p.m. at least four (4) Business Days prior to award;
 - (2) Bid period shall commence at posting of the offer and shall end at 1:00 p.m. on the third successive Business Day after the Business Day of posting;
 - (3) On the Business Day on which the bid period ends:
 - (A) Award of capacity or the triggering of a matching right shall be communicated to the appropriate party by 2:00 p.m.;
 - (B) Pre-arranged replacement Shipper communicates any exercise of a matching right by 2:30 p.m.
 - (C) Posting of award for releases requiring matching by 3:00 p.m.
- (c) For non-biddable releases:
 - (i) Timely Cycle
 - (1) posting of prearranged deals not subject to bid are due by 10:30 A.M. on a Business Day;
 - (2) nomination possible beginning at the next available standard nomination cycle for the effective date of the contract.
 - (ii) Evening Cycle
 - (1) posting of prearranged deals not subject to bid are due by 5:00 P.M. on a Business Day;
 - (2) nomination possible beginning at the next available standard nomination cycle for the effective date of the contract.

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GENERAL TERMS AND CONDITIONS
(continued)

(iii) Intraday 1 Cycle

- (1) posting of prearranged deals not subject to bid are due by 9:00 A.M. on a Business Day;
- (2) nomination possible beginning at the next available standard nomination cycle for the effective date of the contract.

(iv) Intraday 2 Cycle

- (1) posting of prearranged deals not subject to bid are due by 4:00 P.M. on a Business Day;
- (2) nomination possible beginning at the next available standard nomination cycle for the effective date of the contract.

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First Revised Sheet No. 401 First Revised Sheet No. 401 : Effective

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GENERAL TERMS AND CONDITIONS
(continued)

- (d) Submission of a bid or pre-arranged release to Transporter shall constitute the bidder's, or pre-arranged replacement Shipper's, as applicable, agreement to pay Transporter the applicable rates and charges posted in the offer or pre-arranged release, as applicable, and any additional charges applicable under this Tariff, and to abide by the terms and conditions of this Tariff. The winning bidder's bid, or the posting of the pre-arranged release, shall be binding. The award of capacity as supplemented by the terms of the form of Service Agreement for the applicable Rate Schedule, both posted on Transporter's Internet Web Site, shall constitute the replacement Shipper's Service Agreement. Replacement Shipper may submit nominations to use capacity acquired under this Section 19 at the first available nomination opportunity afforded to Shippers by Transporter contemporaneous with or after the completion of the replacement Shipper's Service Agreement.
- (e) If requested by releasing Shipper, and consistent with applicable regulations, Transporter will not post minimum bid or other terms specified by Shipper with the offer to release; however, such terms will be posted when notice of the winning bidder is posted. Further, unless a pre-arranged transaction is exempt from the prior posting and bidding procedures pursuant to Section 19.2 above, Transporter will not post the name and the affiliate and/or agent information of any pre-arranged replacement Shipper except as part of a notice of winning bidder. Transporter shall post valid and complete bids submitted but shall not identify the bidders or the bidders' affiliate and/or agent information. Releasing Shipper may request a date for bids to be posted, provided that such request comports with the standard timeline specified above. Transporter shall also post offers to purchase capacity from those who desire current Shippers to release capacity upon receipt of the applicable information as set forth in this section.
- (f) Non-standard notices of offers to release capacity, or notices which are subject to special terms and conditions, shall be posted on Transporter's Internet Web Site as soon as is practicable, but no later than one (1) full Business Day following receipt of a notice of offer which satisfies the requirements set forth in this Section 19. Prospective replacement Shippers shall have the following periods (unless releasing Shipper designates a

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Second Revised Sheet No. 402 Second Revised Sheet No. 402 : Effective

Superseding: First Revised Sheet No. 402

GENERAL TERMS AND CONDITIONS

(continued)

longer period) inclusive of the Day of posting, within which to submit bids electronically, for non-standard offers to release: for releases of three (3) Months or less, two (2) Business Days; for longer releases, ten (10) Days. A bidder may not have more than one eligible bid for the same release offer at any time but may withdraw a bid by providing electronic notice thereof before 3:15 p.m. on the last Day of the bid period. Transporter shall evaluate the bids in accordance with the provisions of Section 19 and determine the best bid by 10:00 a.m. on the first Business Day (for releases of less than three (3) Months) or on the third Business Day (for longer releases) following the close of the bid period. Transporter shall notify releasing Shipper, the best bidder, and any pre-arranged designated replacement Shipper of such determination by the end of such Business Day. If there is a pre-arranged designated replacement Shipper, it may exercise its right to match such best bid by providing electronic notice of such exercise to Transporter and releasing Shipper by the close of business on the third Day following selection of the best bid. Following implementation of the release, Transporter shall post notice on its Internet Web Site of the winning bidder and affiliate and, as appropriate, agent information for the winning bidder. Except as provided herein, the other terms of this Section shall apply to non-standard releases.

19.4 Bidding and Selection of Replacement Shipper.

- (a) All bids must be valid, complete, and contain the applicable information required in this section and any other information required for a valid request for service listed commencing on Sheet No. 467, including, but not limited to, whether there is an affiliate relationship between the releasing Shipper and the bidder. If the bid is for a permanent release, the bidder must provide the name of any agent or asset manager managing such bidder's transportation service, and if awarded the release, the bidder shall have a continuing obligation to notify Transporter of any change in status relating to its agent or asset manager during the term of such release. All valid and complete bids are binding. If releasing Shipper desires to solicit bids for releases of thirty-one (31) Days or less, it may direct Transporter to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting

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First Revised Sheet No. 404 First Revised Sheet No. 404 : Effective

Superseding: Original Sheet No. 404

GENERAL TERMS AND CONDITIONS
(continued)

bid provided Transporter receives electronic notice thereof prior to the close of the bid period. Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid. Releasing Shipper shall not be allowed to extend the original bid period or the original pre-arranged release match period, without first posting a new release.

- (b) Transporter shall evaluate the bids in accordance with the provisions of this section and determine the best bid in accordance with the above timeline, if applicable. If capacity offered for release remains after determination of the best bid and the releasing Shipper does not specify another method for disposition of such capacity, then Transporter will determine from among the remaining qualifying bids the next best bid and proceed in the same manner until all the offered capacity has been awarded to approved bidders submitting qualifying bids.

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Second Revised Sheet No. 406 Second Revised Sheet No. 406 : Effective
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GENERAL TERMS AND CONDITIONS
(continued)

19. CAPACITY RELEASE (continued)

- (b) In default of releasing Shipper specifying a bid evaluation standard, Transporter shall determine the bid or bids generating the highest net revenue as set forth in (a) (ii) above. In default of releasing Shipper specifying a method to break ties, priority will be given first to the bid with the shortest term, and next to the bid submitted first in time.
- (c) Bids shall be solicited and submitted only as to the reservation or demand component (and any surcharges and other fixed costs applicable thereto) of the applicable maximum rate. Shipper cannot release capacity for an effective price less than or greater than Transporter's applicable minimum or maximum, respectively, rates, as on file and in effect from time to time. For purposes of bids

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First Revised Sheet No. 407 First Revised Sheet No. 407 : Effective

Superseding: Original Sheet No. 407

GENERAL TERMS AND CONDITIONS
(continued)

on a volumetric rate basis, Transporter shall convert the applicable maximum reservation or demand charge component to a unit or volumetric rate using an assumed 100% load factor. Such converted maximum rate for volumetric bid purposes, as in effect from time to time, shall be set forth in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. The usage or commodity charge component to be paid by the replacement Shipper shall not be subject to the bidding process and the releasing Shipper shall have no right to determine the level of such payment.

- 19.6 Qualification of Prospective Replacement Shipper. A prospective replacement Shipper must satisfy all requirements of the applicable Rate Schedule and the General Terms and Conditions of this Tariff. Prior to submitting a bid pursuant to this section, a bidder must pre-qualify as a prospective replacement Shipper by submitting a credit application as provided for in Section 14.5 of these General Terms and Conditions specifying that the submission is for the purpose of pre-qualifying to submit bids on released capacity. Transporter will apply its creditworthiness criteria to assess the submission.
- 19.7 Nominations. Following its selection, completion of its Service Agreement and compliance with other applicable

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First Revised Sheet No. 409 First Revised Sheet No. 409 : Effective

Superseding: Original Sheet No. 409

GENERAL TERMS AND CONDITIONS
(continued)

applicable under the relevant Rate Schedule attributable to its usage of the released capacity. Transporter shall continue to invoice the releasing Shipper all applicable charges under its existing Service Agreement, including any additional or higher reservation or demand charges (plus all surcharges and fixed costs applicable thereto) resulting from replacement Shipper's utilization of the released capacity in a manner inconsistent with Transporter's agreement with the releasing Shipper, but excluding commodity or usage charges (plus surcharges, fuel retentions, penalties, etc.) invoiced to the replacement Shipper and attributable to its usage of the released capacity. Invoices sent to the releasing Shipper shall reflect a credit equal to any reservation or demand charges (plus all surcharges and fixed costs applicable thereto) being invoiced to the replacement Shipper for the released capacity rights, or as otherwise agreed. If the replacement Shipper fails to pay when due all or part of the amounts credited to the releasing Shipper, Transporter shall pursue payment from the replacement Shipper by notifying such Shipper by registered letter, return receipt requested, that it has five Days from receipt of such letter to pay the amount due including any applicable interest. If the replacement Shipper fails to pay such amount by the end of the fifth Day, Transporter shall reverse the credit and invoice the releasing Shipper for such past due amounts, plus applicable interest.

19.9 Rights and Obligations of the Parties.

- (a) Unless Transporter otherwise agrees, the Service Agreement between the releasing Shipper and Transporter shall remain in full force and effect with the Shipper to receive a credit to its invoice as described hereinabove. The replacement Shipper's Service Agreement shall be fully effective and enforceable by and against the replacement Shipper. The replacement Shipper may also release capacity pursuant to this section on the same terms and bases as the primary release (except as prohibited by Section 30 of these General Terms and Conditions and FERC regulations), and in such event and for such purposes, shall be considered the releasing Shipper.

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First Revised Sheet No. 411 First Revised Sheet No. 411 : Effective

Superseding: Original Sheet No. 411

GENERAL TERMS AND CONDITIONS
(continued)

19.11 Limitations.

- (a) Releases and assignments hereunder shall be for period(s) of one or more Day(s) (but may commence at any of the effective times for standard nomination cycles specified in Sections 5.2(a)(i) and 5.5(a)(i) above) and the maximum term must be for no longer than the expiration of this Tariff provision or the expiration of the Service Agreement subject to the assignment.
- (b) The replacement Shipper under Rate Schedule FT, to the extent not restricted under the conditions of the release, shall have the same rights as the releasing Shipper to change, or shift reserved capacity at, the Primary Delivery or Receipt Point(s) (including Segment Primary Points), as applicable, so long as its total firm capacity entitlements and usage remain within the quantity limitations specified in Sections 5.1(a)(i) and 5.4(a)(i)(1) or, if applicable, Section 30 of these General Terms and Conditions. Similarly, the releasing Shipper may exercise such rights to the extent of its retained Contract Limitations and consistent with the provisions of Section 30, if applicable. Further, the replacement Shipper under Rate Schedule FT, to the extent not restricted under the conditions of the release or by the provisions of Section 30, may utilize the Receipt Point options in accordance with the provisions of Section 5.1(a)(i) of the General Terms and Conditions and Secondary Delivery Point(s) as provided in Section 5.4 of these General Terms and Conditions.
- (c) Transporter may invalidate any offer to release or any bid subsequent to its posting on the Internet Web Site which does not conform to the requirements of this section and such invalidated offer or bid shall be deemed null and void.
- (d) Any terms and conditions imposed on the offer to release by the releasing Shipper as provided for in this section must be objectively stated, reasonable, capable of administration or implementation by Transporter without any material increase in burden or expense, applicable to all potential bidders, not unduly discriminatory, and consistent with the terms and conditions of this Tariff and releasing Shipper's Service Agreement.

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Third Revised Sheet No. 412 Third Revised Sheet No. 412 : Effective

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GENERAL TERMS AND CONDITIONS

(continued)

19. CAPACITY RELEASE (continued)

- (e) With respect to releases that are subject to the maximum rate ceiling, releasing Shipper and any replacement Shipper must track any changes in Transporter's rates approved by the Commission. If the Commission orders refunds of any such rates charged by Transporter subject to refund, Transporter and/or releasing Shipper, as the case may be, must make corresponding refunds to such releasing Shipper or any replacement Shipper, to the extent that releasing Shipper or replacement Shipper(s) has paid amounts in excess of Transporter's finally determined applicable maximum rates.
- (f) A releasing Shipper may re-release to the same replacement Shipper for a term of thirty-one (31) Days or less if either: 1) a period of twenty-eight (28) Days has elapsed after the first release for thirty-one (31) Days or less has expired or 2) the releasing Shipper causes the posting of an offer to release capacity or of a pre-arranged transaction to be made, and capacity is allocated on the basis of bids submitted. A releasing Shipper may also re-release (without satisfying the foregoing requirements) to the same replacement Shipper for any term at maximum rates. Otherwise, an agreement for capacity to be released at less than maximum rates for a term of thirty-one (31) Days or less shall not contain an evergreen provision and may not be rolled-over for any additional time period.
- (g) (i) If the releasing Shipper retains recall rights, it shall specify the condition(s) precedent to such recall. The releasing Shipper may also return or re-put released capacity to a replacement Shipper after recall as a standard option, the conditions of which must be specified in the offer of release.
- (ii) The releasing Shipper shall be responsible for providing electronic notice to Transporter

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First Revised Sheet No. 413 First Revised Sheet No. 413 : Effective

Superseding: Original Sheet No. 413

GENERAL TERMS AND CONDITIONS
(continued)

of its exercise of recall rights. Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) at the Timely Nomination cycle and the Evening Nomination cycle, and recall unscheduled released capacity at the Intraday 1 and Intraday 2 Nomination cycles by providing notice to Transporter by the following times for each cycle: 8:00 a.m. CCT for the Timely Nomination cycle; 5:00 p.m. CCT for the Evening Nomination cycle; 8:00 a.m. CCT for the Intraday 1 Nomination cycle, and 3:00 p.m. for the Intraday 2 Nomination cycle. Notification to replacement Shippers provided by Transporter within one hour of receipt of recall notification

- (iii) No later than 8:00 a.m. on the Day nominations are due for the first Day of the reput period, the releasing Shipper must communicate its intent to reput capacity to Transporter and to replacement Shipper. The releasing Shipper shall be responsible for providing electronic notice to Transporter and the replacement Shipper(s) of its exercise of reput rights.
- (iv) The exercise of recall and reput rights shall be subject to compliance with Transporter's normal nomination and scheduling deadlines and procedures. The releasing Shipper shall exercise and administer such recall and reput rights and Transporter may rely on the releasing Shipper's

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FERC Docket: RP00-482-003

Second Revised Sheet No. 414 Second Revised Sheet No. 414 : Effective
Superseding: First Revised Sheet No. 414

GENERAL TERMS AND CONDITIONS
(continued)

notice and instructions. Releasing Shipper shall indemnify and hold Transporter harmless from and against all demands, losses, causes of action, expenses and/or damages resulting from or relating to releasing Shipper's exercise of its recall and reput rights and Transporter's compliance therewith, including claims by the affected replacement Shipper(s).

- (h) Following completion of a Service Agreement with a replacement Shipper in accordance with the procedures provided in this section, the releasing Shipper's rights and Transporter's obligations under the releasing Shipper's Service Agreement shall be modified and subject to the capacity rights released and assigned to the replacement Shipper for the term of such release. Effecting a release pursuant to the provisions of this section shall constitute releasing Shipper's consent and agreement to such amendment or modification of its existing Service Agreement.
- (i) A Shipper under Rate Schedule NNTS may release and assign capacity hereunder, including its no-notice rights; provided that (i) service under such release shall be available only at the Delivery Point(s) designated in the releasing Shipper's Service Agreement and at which the releasing Shipper releases and assigns firm capacity rights; and (ii) the replacement Shipper must be able to demonstrate its ability to comply with the supply and other obligations contained in Rate Schedule NNTS. The releasing Shipper also may release and assign solely its firm transportation rights underlying its no-notice service; in such event, the replacement Shipper shall receive service under, and be subject to provisions of, Rate Schedule FT (including maximum rates, if applicable, and no minimum term requirements) with the CD to be determined by the quantity of Contract Delivery Demand released and assigned by the releasing Shipper. For the term of any release of solely transportation rights, releasing Shipper shall

First Revised Sheet No. 417 First Revised Sheet No. 417 : Effective
Superseding: Original Sheet No. 417

GENERAL TERMS AND CONDITIONS
(continued)

release firm capacity pursuant to the provisions of this Section 19.

- (l) Unless Transporter agrees to a permanent release, only the releasing Shipper shall be entitled to exercise rights provided in Section 21 below or in 18 C.F.R. § 284.221 to avoid pre-granted abandonment of service.
- (m) Except as provided in Section 22.9 of these General Terms and Conditions, releasing Shippers, bidders, and replacement Shippers shall implement capacity releases electronically.
- (n) A Shipper under Rate Schedule RSS may release and assign capacity hereunder as provided in Section 2.9 of said Rate Schedule. Service under such release shall be available only at the Primary Delivery Point(s) designated in the releasing Shipper's Service Agreement and at which the releasing Shipper releases and assigns firm capacity rights and the replacement Shipper must be able to demonstrate its ability to comply with the return and other obligations contained in Rate Schedule RSS.

20. OPERATIONAL CONTROLS:

- 20.1 General. All Shippers hereby agree and acknowledge that Transporter's ability to deliver anticipated quantities and maximize efficiency and capacity utilization is dependent upon maintaining projected flow patterns (e.g., receipts, deliveries, balances, storage injections and withdrawals) within optimal ranges. Transporter shall endeavor at all times to maintain adequate pressure through all segments of its system, maximize operational efficiencies for the benefit of all Shippers, preserve the operational integrity of all segments of its system, prevent the use of the system by a Shipper in a manner inconsistent with the Tariff which could infringe on or threaten the rights of other Shippers, and protect

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First Revised Sheet No. 418 First Revised Sheet No. 418 : Effective

Superseding: Original Sheet No. 418

GENERAL TERMS AND CONDITIONS
(continued)

its ability to provide services to Shippers within their firm entitlements. For the purpose of this Section 20, the operational integrity of Transporter's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance (including the capability and deliverability of storage reservoirs), 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. To accomplish these objectives, Transporter shall be entitled to take actions as described in this section. Prior to undertaking any such actions, and in establishing the system operating parameters and evaluating the operational and other conditions existing from time to time, Transporter shall utilize consistent and objective engineering and operational criteria. Transporter shall not apply the provisions hereof, nor operate its system hereunder, in an unduly discriminatory manner nor in a manner contrary to Commission regulations.

20.2 Operating Plan.

- (a) In order to maintain projected system deliverability and to keep Shippers apprised of required operational parameters, Transporter shall, on an annual or such more frequent basis as Transporter may deem appropriate, provide to all Shippers, by posting on its Internet Web Site, an Operating Plan. Such Operating Plan shall set out the optimum operating conditions for the system and may include, inter alia, such specifications as (i) pressure limitations applicable to specific lines or segments of its system; (ii) location and quantity of required receipts of Gas and storage injections/withdrawals under anticipated delivery demands and system usage patterns; (iii) constraints on specific lines or segments; and (iv) outlines for addressing anticipated occurrences or contingencies during the period covered by the Operating Plan. The operational

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FERC Docket: RP00-482-003

First Revised Sheet No. 419 First Revised Sheet No. 419 : Effective

Superseding: Original Sheet No. 419

GENERAL TERMS AND CONDITIONS
(continued)

conditions that would cause Transporter to issue an Operational Alert and/or Operational Flow Order shall be posted and quantified on Transporter's Internet Web Site and updated from time to time as necessary.

- (b) All Shippers acknowledge that (i) the Operating Plan is designed solely for general planning and informational purposes and (ii) because of constantly changing operational conditions and forces outside Transporter's control, including those resulting from actions taken by Shippers, the Operating Plan may not accurately represent the condition or status of Transporter's system, or any specific segment thereof, at any given time.

- 20.3 Operational Action. When Transporter reasonably determines that (i) pressures in its pipeline system, or in a portion or portions thereof, threaten to move, or have moved, beyond the normal minimum or maximum operating ranges for such system or portion(s); (ii) actual storage activity, on a cumulative basis, threatens to move, or has moved, beyond cumulative daily scheduled injections and/or withdrawals of its firm Shippers; (iii) system receipts and/or deliveries threaten to move, or have moved, into a range which would impinge upon line pack and storage capacity determined by Transporter as prudently required to be retained for operations and flexibility to meet changing conditions; (iv) safe and efficient operation of Transporter's system, or segments thereof, consistent with applicable laws, regulations, orders and standard industry operating practices is threatened; (v) operational action is required due to the occurrence of an event of force majeure or in order to maintain or repair physical facilities; or (vi) for any other reason, including operating conditions, weather and actions of any Shippers contrary to rights and obligations under this Tariff, Transporter's projected system deliverability or operational integrity including the ability to provide any Shipper its firm service entitlement, is threatened or compromised, Transporter shall be authorized to take action to

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FERC Docket: RP00-482-003

First Revised Sheet No. 421 First Revised Sheet No. 421 : Effective

Superseding: Original Sheet No. 421

GENERAL TERMS AND CONDITIONS
(continued)

- (7) Correction of Imbalances; and/or
- (8) Performing any other voluntary action which would tend to alleviate or forestall the situation.
- (iv) Any other information, terms and/or conditions which Transporter deems appropriate.

Upon issuance of an Operational Alert, Transporter may also take such actions as are within its control and discretion to alleviate or forestall the situation, including invoking the provisions of Sections 5.3(d) and 5.7(d) of these General Terms and Conditions. Operational Alerts shall be posted on Transporter's Internet Web Site and shall constitute notice that issuance of an OFO may be imminent.

- (b) Bids for Remedial Services. In addition to or in lieu of issuing Operational Alerts pursuant to (a) above, Transporter may also solicit bids from its Shippers or from other parties for the performance of services (including but not limited to increased injections or increased deliveries) which, in Transporter's reasonable discretion, it determines may alleviate or forestall the development of such situation, in the following manner:

- (i) As soon as is practicable, Transporter may post on its Internet Web Site all relevant terms and conditions of the service(s) desired to be performed, including the time when performance is required, and shall set forth the period within which bids must be received by Transporter.
- (ii) Any party who desires to perform the requested service may submit a bid to Transporter. All bids shall be in writing (or such other form as approved or required by

First Revised Sheet No. 422 First Revised Sheet No. 422 : Effective
Superseding: Original Sheet No. 422

GENERAL TERMS AND CONDITIONS
(continued)

Transporter) and in conformance with Transporter's specifications. Bids submitted shall include the amount of any charge requested to be paid or credited by Transporter to the bidding party/parties for performance of the service(s).

- (iii) Transporter shall select the bid which is the most economically and operationally beneficial, provided that Transporter shall not be obligated to accept any bid which, for any reason and in Transporter's sole opinion, fails to satisfy all requirements of the requested service(s). Upon the acceptance by Transporter of a bid, the bidder shall be obligated pursuant to the terms of the solicitation and bid. Transporter may notify a successful bidder of its acceptance of a bid in any reasonable manner. Transporter shall post on its Internet Web Site the name of the winning bidder(s) within forty-eight (48) hours of selection.
- (iv) Transporter may also seek bids and arrange for such services on a contingency basis prior to the development of such operational circumstances on its system.
- (c) Operational Flow Orders. In the event that a threatened condition is not, or in Transporter's reasonable estimation cannot be, fully remedied under (a) and/or (b) above, Transporter shall have the right to issue Operational Flow Orders. Consistent with the provisions of this Section 20.3, Transporter may issue Standard Operational Flow Orders and Emergency Response Operational Flow Orders. A Standard Operational Flow Order shall consist of pre-emptive or preventive actions or measures that neutralize or reduce threats to, or otherwise preserve, as determined by Transporter in its sole discretion, the integrity of all or a portion of its system. An Emergency Response Operational Flow Order shall consist of actions or measures required by Transporter that neutralize or reduce threats to, or otherwise preserve, the integrity of all or a portion of its system which requires immediate response as determined by Transporter in its sole discretion. Unless previously notified by issuance of an Operational Alert, Transporter shall make a reasonable effort to provide 24 hours' notice of the issuance of an Operational Flow Order. Operational Flow Orders shall describe in reasonable detail the type of Operational Flow Order which is being issued

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FERC Docket: RP00-482-003

Original Sheet No. 422A Original Sheet No. 422A : Effective

GENERAL TERMS AND CONDITIONS
(continued)

(Standard or Emergency Response), the operational problem to be addressed, the action required to be taken, the parties affected, the time by which Shippers must take the required action, the conditions which will cause the Operational Flow Order to end, and the period during which the Operational Flow Orders shall be in effect. To the extent that the effective period of the Operational Flow Order is dependent on operational variables, Transporter will post information about the status of such variables during the effective period of such Operational Flow Order, as soon as practicable after, and to the extent that, such information becomes available to Transporter. Operational Flow Orders may require a Shipper or Shippers to take any of the following actions, or similar actions, to the

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FERC Docket: RP00-482-003

First Revised Sheet No. 424 First Revised Sheet No. 424 : Effective

Superseding: Original Sheet No. 424

GENERAL TERMS AND CONDITIONS

(continued)

A Shipper shall be subject to a penalty for failure to comply with Standard Operational Flow Orders equal to two hundred percent (200%) of the applicable Daily Index Price(s) per Dth multiplied by the quantity of Gas by which it deviated from the requirements of the Operational Flow Order. A Shipper shall be subject to a penalty for failure to comply with Emergency Response Operational Flow Orders equal to three hundred percent (300%) of the applicable Daily Index Price(s) per Dth multiplied by the quantity of Gas by which it deviated from the requirements of the Operational Flow Order. No penalty shall be assessed if Shipper's noncompliance is directly caused by force majeure. If, and to the extent that, issuance of an Operational Flow Order without at least twenty-four (24) hours' notice prior to it becoming effective prevented a Shipper's compliance with the Operational Flow Order or other Tariff requirements, such Shipper shall not be subject to the Operational Flow Order penalty or other penalties, fees or charges, which otherwise would have been incurred for the Day of issuance of the Operational Flow Order. Such penalties and charges shall not be excused beyond twenty-four (24) hours from the time Transporter gives notice. Failure to comply with an Operational Flow Order may also result in an immediate interruption of Shipper's services (receipts and/or deliveries) by Transporter. The Shipper shall not be subject to such penalties if Shipper has complied within a reasonable range, which range will be specified in the Operational Flow Order.

- (d) Action by Transporter. In the event that, in Transporter's reasonable estimation, actions undertaken pursuant to (a), (b) or (c) above are insufficient to remedy the situation or there is insufficient time to institute such actions, Transporter shall take such actions as are reasonably necessary to maintain system integrity, deliverability, services and pressurization to all or any segments of its system. Transporter is authorized to use all of the resources of its system to such ends, through the integrated operation of storage, line pack and all supply received into Transporter's system.

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First Revised Sheet No. 426 First Revised Sheet No. 426 : Effective

Superseding: Original Sheet No. 426

GENERAL TERMS AND CONDITIONS
(continued)

- (c) Communications under this section, including of Operational Alerts and Operational Flow Orders, shall be posted on Transporter's Internet Web Site. Further, Transporter shall make reasonable efforts to notify each affected Shipper's contact party, designated pursuant to the provisions of Section 5.9 of these General Terms and Conditions, of the issuance of an Operational Flow Order or Operational Alert. Such communications will, as applicable, specify actions that, in Transporter's opinion, could forestall or alleviate the operational situation, including, but not limited to, receipts or deliveries at specific points or in specific areas or segments of Transporter's system.
- (d) To the extent practicable given operating circumstances and exigencies, Operational Flow Orders shall require action within any Shipper class proportionate to appropriate and relevant parameters, such as applicable Service Agreement quantities or a current or recent flow in Gas quantities.
- (e) From time to time, Transporter, in order to support Tariff services to Shippers, control and maintain efficient system operations and otherwise implement the provisions of this Tariff, may purchase and/or sell quantities of Gas to maintain system operational Gas levels within optimum levels and to provide, if requested by Shipper and agreed to by Transporter, quantities required to be retained by Transporter under this Tariff. Such activities shall be conducted by Transporter's operating personnel, separate and apart from any unbundled merchant activities and personnel, and shall in no way constitute marketing activities so as to subject Transporter, or any operating unit thereof, to Commission requirements, as in effect from time to time, applicable to pipeline marketing affiliates or pipeline unbundled merchant activities.

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First Revised Sheet No. 428 First Revised Sheet No. 428 : Effective

Superseding: Original Sheet No. 428

GENERAL TERMS AND CONDITIONS

(continued)

Operational Flow Order consistent with the provisions of this Tariff to the extent that capacity is available and that such Shipper has not received a credit to its reservation charge or fee as a result of the disrupted service. Shippers to whom Transporter has issued an Operational Flow Order shall not be subject to the requirements of Section 5.2(a) or Section 5.5(a), as applicable.

- (g) To the extent that operational conditions and flow patterns on Transporter's system fluctuate from time to time, Gas received by Transporter from one Shipper is subject to being utilized by Transporter at any given time to effect deliveries to another Shipper, and thus Transporter shall have the unqualified right to utilize any Gas within its system, whether it be stored, held as line pack, from receipts or otherwise, to maintain system balances and operational control and to effect deliveries. Transporter shall have no liability in damages to any person for actions undertaken in the prudent operation of its system, including the diversion of Gas or capacity rights which may result from such actions, provided that such actions are undertaken in furtherance of or in accordance with the provisions of this Section 20. Transporter shall not be required to buy or sell Gas or modify its system, whether by installing compression facilities or otherwise, in order to accomplish the purposes described in this Section 20.
- (h) Shippers recognize and acknowledge that full and timely compliance with notices and directives issued pursuant to this Section 20 and with all other applicable terms and conditions of this Tariff is essential if Transporter is to maintain operational control of its system and be able to perform fully all requested firm deliveries and services under all Rate Schedules. Failure of one or more Shippers to comply with Tariff provisions may affect adversely Transporter's ability to provide firm

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First Revised Sheet No. 429 First Revised Sheet No. 429 : Effective

Superseding: Original Sheet No. 429

GENERAL TERMS AND CONDITIONS

(continued)

deliveries and services to not only that Shipper, but also other Shippers. Offending Shippers may therefore be held accountable, either directly or as a third party defendant, for any damages so caused to other Shippers and/or to Transporter. In such event, and in addition to other remedies available under this Tariff and applicable law, Transporter shall have no liability or responsibility for its inability to provide services under the affected Rate Schedules or Service Agreements and will be indemnified and held harmless by the offending Shipper(s) against any claim relating to such failure to provide deliveries and services. Payment of any penalties pursuant to this Tariff for such non-compliance shall not be construed to in any way entitle Shipper to engage in such actions, nor shall such payments be considered as relieving such Shipper of its responsibilities hereunder.

- (i) Transporter shall maintain a log of the Operational Flow Orders it issues, which shall show the date and time the Operational Flow Order was issued; the Shipper, or the Shipper's representative, to whom it was issued; the duration of the Operational Flow Order and the location of the problem for which it was issued; a description of the condition requiring the Operational Flow Order; the action requested; and the factors causing the Operational Flow Order to be issued and then lifted. The log will be available for public inspection at Transporter's offices in Shreveport, Louisiana and Washington, D.C.
- (j) Transporter shall suspend outgoing Pool Transfers only pursuant to an OFO as provided in this Section 20 and only for so long as required to address the condition which caused Transporter to take action hereunder. In order to maintain system deliverability and pressures within the ranges required to meet anticipated demands and provide services within the firm entitlements of Shippers, Transporter must maintain an adequate level of line pack and working gas inventory in storage on both a

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Second Revised Sheet No. 430 Second Revised Sheet No. 430 : Effective

Superseding: First Revised Sheet No. 430

GENERAL TERMS AND CONDITIONS

(continued)

20. OPERATIONAL CONTROLS (continued)

system-wide and segment basis given the network nature of Transporter's system. Pursuant to this Section 20, Transporter may limit withdrawals from storage by Shippers under Rate Schedule FSS, RSS or ISS based on operational considerations such as force majeure occurrences (e.g., line rupture, compressor outage, disaster, unusual weather conditions, etc.), to provide for essential repair and maintenance, to ensure safe operation of storage facilities or other facilities operated in connection therewith, and/or to correct or alleviate system or segment over-supply situations or capacity constraints.

21. PRE-GRANTED ABANDONMENT AND CESSATION OF SERVICE:

21.1 General. A Shipper paying Transporter's maximum applicable rates or, if Transporter agrees on a not unduly discriminatory basis to provide such right by contract, a Shipper paying other rates, under a firm Service Agreement with Transporter which provides for twelve (12) or more consecutive Months of service or, if service is only available for terms of service of less than twelve (12) consecutive Months, a primary term of one (1) Year or more ("Long-Term Firm Agreement") may, by complying with the requirements of this section, retain all or a portion of its Contract Limitations regarding existing Primary Receipt Points and/or Receipt Entitlements and existing Primary Delivery Points, if applicable, and continue to receive firm service under the same Rate Schedule beyond the expiration date of such Long-Term Firm Agreement, under the conditions set forth hereinbelow. Otherwise, Transporter shall have all required governmental and regulatory authority to cease providing service to a Shipper and service shall not be continued, unless Transporter otherwise agrees, upon expiration of the term or termination of a Service Agreement. Except as provided above or in Section 21.9 below, Shipper shall not be entitled to seek continued service under this Section 21 if it is paying Negotiated Rates under its Long-Term Firm Agreement.

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GENERAL TERMS AND CONDITIONS
(continued)

21. PRE-GRANTED ABANDONMENT AND CESSATION OF SERVICE (continued)

21.2 Waiver. The right to seek continued service may be waived by Shipper by agreement between the parties. Additionally, Shipper shall not be entitled to such right if Shipper terminates, or causes the termination of, the Long-Term Firm Agreement.

21.3 Notice. At least eighteen (18) Months or one-half of the term of the Service Agreement, whichever is less, prior to the expiration date of the Long-Term Firm Agreement or, in the case of a Long-Term Firm agreement in which bilateral evergreen clauses are in effect, within seven (7) Days of Shipper receiving notice of Transporter's election to terminate said

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GENERAL TERMS AND CONDITIONS
(continued)

21. PRE-GRANTED ABANDONMENT AND CESSATION OF SERVICE (continued)

Agreement pursuant to such clause, such Shipper must notify Transporter in writing that it wishes to continue the service. Upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may require Shippers to provide such notification electronically via the Internet. Within thirty (30) Days of receipt of such notice, Transporter shall post on its Internet Web Site the relevant terms and conditions of the service in question, including said expiration date, the quantity involved, Receipt and Delivery Points, and the current maximum rate applicable to the service.

- 21.4 Procedure. Potential Shippers who desire to receive all or part of the capacity to be made available upon termination of a Long-Term Firm Agreement shall submit bids to Transporter in writing, or by other means approved by Transporter, and in conformance with Transporter's solicitation. Upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may require such bids to be transmitted electronically via the Internet. Transporter shall select the best bid from the valid bids submitted after the bidding period has ended. Transporter shall then notify the Shipper under the expiring Long-Term Firm Agreement of the relevant terms of the best bid (upon thirty (30) Days' notice via posting on Transporter's Internet Web Site, Transporter may provide such notifications electronically via the Internet), and shall provide such Shipper with a new or amended Service Agreement (in electronic or written form as provided by this Tariff) incorporating said terms, which Shipper shall execute promptly. If, Shipper refuses to match the bid and execute the documents, then the existing Long-Term Firm Agreement shall terminate on its expiration date and, in addition to any other rights and remedies available, and without prejudice to Transporter, Transporter may cease service on said expiration date and shall have no further obligation to such Shipper. If there is no best bid for Shipper to match, the provisions of Section 21.8 shall apply.

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Original Sheet No. 431A Original Sheet No. 431A : Effective

GENERAL TERMS AND CONDITIONS
(continued)

21. PRE-GRANTED ABANDONMENT AND CESSATION OF SERVICE (continued)

21.5 Valid Bids. A valid bid must:

- (a) provide all information required by this Tariff for valid requests for service;
- (b) be submitted by a potential Shipper which satisfies all requirements of Transporter applicable to the service requested; and
- (c) bind the potential Shipper to execute a Service Agreement if the bid is accepted by Transporter in accordance with the provisions of this

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First Revised Sheet No. 432 First Revised Sheet No. 432 : Effective

Superseding: Original Sheet No. 432

GENERAL TERMS AND CONDITIONS
(continued)

section and upon Transporter's submission of a Service Agreement based upon the bid terms.

The potential Shipper shall submit a deposit or prepayment pursuant to Sections 10 or 14 of these General Terms and Conditions, as required by Transporter, within twenty-four (24) hours of receipt of notice from Transporter that it submitted the best bid. If the bid is successful and service to such party commences, such payment shall be treated as provided in the applicable Section. If the bid is successful but the bidding Shipper fails to execute a Service Agreement in conformance with its bid, Transporter may retain the payment in addition to any other remedies to which it may be entitled. If the existing Shipper matches the bid and continues its service, Transporter will return to the potential Shipper the payment. Transporter may reject all bids which would require Transporter to discount below a rate and discount term acceptable to Transporter.

- 21.6 Best Bids. For purposes of this section, the best bid shall be that bid which generates the highest net present value, using a 10% discount factor, based on the rate bid (reservation or demand component), the applicable quantity(ies) and term or period bid upon. In utilizing the best bid for purposes of this Section 21, Shipper shall not be required to match any term exceeding five (5) Years.
- 21.7 Failure to Execute. Failure of the existing Shipper to execute and return the new Service Agreement (in the same format in which it was tendered) within fifteen (15) Days of receipt shall constitute an irrevocable waiver of such Shipper's right to match the bid; provided, however, Shipper shall not be required to match a rate higher than the maximum rate chargeable by Transporter for delivery to such Shipper's Point(s) of Delivery or a term greater than five (5) Years.
- 21.8 Lack of Conforming Bids. If Transporter does not receive any bids pursuant to these provisions, or Transporter rejects all bids received pursuant to Section 21.5 above, Transporter shall so notify the existing Shipper within ten (10) Days following the

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Second Revised Sheet No. 433 Second Revised Sheet No. 433 : Effective
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GENERAL TERMS AND CONDITIONS
(continued)

21. PREGRANTED ABANDONMENT AND CESSATION OF SERVICE (continued)

close of the bid period. If the existing Shipper is not willing to commit to pay the maximum rate, Shipper can initiate negotiations on the terms for an extension by giving Transporter written notice within ten (10) Days after Transporter's notice. Upon thirty (30) Days' notice provided via posting on Transporter's Internet Web Site, Transporter may provide, or require the provision of, notices under this Section 21.8 via electronic means using the Internet. If Transporter and Shipper do not reach agreement on the terms and conditions under which service will be extended within the shorter of sixty (60) Days thereafter or the expiration date of the Service Agreement ("Negotiation Period"), then Shipper shall have no further rights under this Section 21 or 18 C.F.R. § 284.221. During the Negotiation Period, the parties may freely negotiate the terms and conditions for continued service, including the effective rate, and if mutual agreement is reached, services shall be continued accordingly; provided, however, that Transporter shall have no obligation to agree to a rate lower than the maximum applicable rate.

- 21.9 Shippers with discounted or Negotiated Rate Long-Term Firm Agreements for terms of one (1) Year or more that are within the primary term or a rollover term on March 26, 2000, shall retain any rights to continue service under this Section 21 to which such Shippers were entitled prior to such date, and may exercise such rights during the primary or then current rollover, as applicable, term of such Agreements unless and until Transporter and Shipper otherwise agree to amend the Agreement or extend the term of such Agreement.

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First Revised Sheet No. 433A First Revised Sheet No. 433A : Effective

Superseding: Original Sheet No. 433A

GENERAL TERMS AND CONDITIONS
(continued)

22. NAESB STANDARDS APPLICABLE AND INTERNET WEB SITE:

- 22.1 General. Transporter shall provide for electronic communication with its Shippers in compliance with NAESB Standards, and also shall provide for such electronic communication with third parties that are not Shippers and are authorized to act on behalf of Shippers or others interconnected with Transporter's system on a basis that is not unduly discriminatory. Transporter specifically shall allow such interface using the protocols, data sets, and codes detailed in the NAESB Standards. Transporter also may allow non-standard communication, including use of its own Internet Web Site and use of paper documents pursuant to agreements among Transporter, its Shippers, authorized agents of Shippers or other third parties. References in this Tariff to Transporter's Internet Web Site or communication or submission of information "electronically" shall be deemed to mean the utilization, either directly or via a third-party service provider, of the electronic data interchange system accessible via Transporter's Internet Web Site, or the use of NAESB X-12 data sets via the Internet, as such electronic methods may be effective and compatible with Transporter's system from time to time. If Transporter determines that an electronic method does not support the submission of an item of information required by this Tariff to be submitted electronically, the information may be communicated in writing by other means. Transporter shall maintain an Internet Web Site available to all Shippers

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First Revised Sheet No. 434 First Revised Sheet No. 434 : Effective

Superseding: Original Sheet No. 434

GENERAL TERMS AND CONDITIONS
(continued)

and prospective Shippers, which shall contain information relevant to the availability of the services provided under this Tariff, in the manner and level of detail required by the Commission's regulations, as in effect from time to time. The following information will be accessible on the Internet Web Site: effective transportation rates; discount information; transactions with affiliates; information required by the Commission's Order Nos. 497, et seq.; storage capacity availability, levels of working Gas and injection/withdrawal capability and schedules; major Receipt and Delivery Points; Gas control and operational issues; notices and information prescribed by various provisions of the Tariff, including, but not limited to, Sections 5.8 and 20; maintenance information; applicable fees and usage charges for the Internet Web Site charged by the Internet Web Site service provider; and general pipeline, Tariff and news issues. Data relating to available capacity will be posted on the Internet Web Site, such as whether it is firm or interruptible, locations at which it is available, amount at each location, person to contact for

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GENERAL TERMS AND CONDITIONS

(continued)

further information or negotiation and applicable maximum rate. For offers to release and/or requests for releases, the notices and information required by Section 19 will be available on the EBB. The EBB will have interactive capability for the purposes of bidding on releases of capacity and posting releases of capacity and offers to purchase released capacity. The business practices of Transporter and those conducting transactions on Transporter's system shall comply with the GISB Standards. In addition to the GISB Standards reflected in other provisions of this Tariff, the following GISB Standards (which include definitions and data sets), Version 1.4, are incorporated herein by reference: 0.3.1, 1.2.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.3.3, 1.3.6, 1.3.14, 1.3.15, 1.3.16, 1.3.20, 1.3.21, 1.3.22, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.45, 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, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7, 2.2.1, 2.3.1, 2.3.2, 2.3.6, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.19, 2.3.20, 2.3.22, 2.3.25, 2.3.27, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.18, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.4.1, 3.4.2, 3.4.3, 3.4.4, 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, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.6, 4.3.7, 4.3.8, 4.3.9, 4.3.10, 4.3.11, 4.3.12, 4.3.13, 4.3.14, 4.3.15, 4.3.16, 4.3.17, 4.3.18, 4.3.19, 4.3.20, 4.3.21, 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, 4.3.37, 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, 4.3.63, 4.3.64, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.70, 4.3.71, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.77, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 5.2.1, 5.2.2, 5.3.17, 5.3.18, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 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 and 5.4.19.

22.2 Access. Transporter shall accept data with a TCP/IP using PPP connection at Transporter's internet address. Transporter shall provide in writing its internet address to any person requesting in writing such address. Transporter also shall post its internet address on its EBB. The EBB shall be available on a nondiscriminatory basis to all parties which have compatible equipment for communication with remote computers using a conventional telephone system provided that such party has executed any required access agreement evidencing its agreement to comply with the terms and conditions for access and use of Transporter's EBB and been assigned a password. Thereafter, the EBB service provider will assign a

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GENERAL TERMS AND CONDITIONS

(continued)

22. NAESB STANDARDS APPLICABLE AND INTERNET WEB SITE (continued)

further information or negotiation and applicable maximum rate. For offers to release and/or requests for releases, the notices and information required by Section 19 will be available on the Internet Web Site. The Internet Web Site will have interactive capability for the purposes of bidding on releases of capacity and posting releases of capacity and offers to purchase released capacity. The business practices of Transporter and those conducting transactions on Transporter's system shall comply with the NAESB Standards. In addition to the NAESB Standards reflected in other provisions of this Tariff, the following NAESB Standards (which include definitions and data sets), Version 1.5, are incorporated herein by reference: 0.3.1, 1.2.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.18, 1.2.19, 1.3.3, 1.3.6, 1.3.14, 1.3.15, 1.3.16, 1.3.20, 1.3.21, 1.3.22, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.45, 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, 1.3.65, 1.3.66, 1.3.67, 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, 1.3.78, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7, 2.2.1, 2.2.2, 2.2.3, 2.3.1, 2.3.2, 2.3.6, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.19, 2.3.20, 2.3.22, 2.3.25, 2.3.27, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.36, 2.3.37, 2.3.38, 2.3.39, 2.3.44, 2.3.48, 2.3.50, 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, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.18, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3, 3.4.4, 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, 4.3.6, 4.3.7, 4.3.8, 4.3.9, 4.3.10, 4.3.11, 4.3.12, 4.3.13, 4.3.14, 4.3.15, 4.3.16, 4.3.17, 4.3.18, 4.3.19, 4.3.20, 4.3.21, 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, 4.3.37, 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, 4.3.63, 4.3.64, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.70, 4.3.71, 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, 5.2.1, 5.2.2, 5.3.17, 5.3.18, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 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 and 5.4.19.

22.2 Access. Transporter shall accept data with a TCP/IP using PPP connection at Transporter's Internet address. Transporter shall provide in writing its Internet address to any person requesting in writing such address. The Internet Web Site shall be available on a nondiscriminatory basis to all parties which have compatible equipment for communication provided that such party has executed any required access agreement evidencing its agreement to comply with the terms and conditions for access and use of Transporter's Internet Web Site and been assigned a user ID/password.

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GENERAL TERMS AND CONDITIONS
(continued)

22. NAESB STANDARDS APPLICABLE AND INTERNET WEB SITE (continued)

Shippers or potential Shippers may also contact Transporter's System Management Department during regular business hours for further information and instructions for using the Internet Web Site at (318) 429-3553.

- 22.3 Back-up, Archiving and Retrieval. Transporter shall maintain daily back-up records of the information displayed on the Internet Web Site and retain such records for three (3) Years. Such historical data shall be compiled and made available on a monthly basis, in hard copy and on diskette for a fee from Transporter.
- 22.4 Downloading and Application. Data contained on Transporter's Internet Web Site shall be downloadable and available for any application used by the receiving party. Transporter shall have no responsibility for, or liability resulting from, any such downloading or subsequent application of data.
- 22.5 Utilization. At such time as Transporter's Internet Web Site has the capability to accommodate such utilization, Shippers will be required to utilize Transporter's Internet Web Site to request service, execute and amend Service Agreements and such other actions as Transporter may specify pursuant to the terms of this Tariff, to the extent that Transporter's Internet Web Site has the capability to accommodate such actions, unless Transporter otherwise agrees or emergency events prevent such electronic communication. Transporter will list on its Internet Web Site the contracts for which it has electronic execution capability, and will provide at least thirty (30) Days' advance notice, via a posting on its Internet Web Site, of the addition of new contracts to its electronic execution procedures or other actions for which electronic communication shall be required. The electronic contracting process shall be subject to the requirements of applicable statutes and regulations.

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GENERAL TERMS AND CONDITIONS

(continued)

In order to engage in such electronic activities, Shipper shall have previously established a satisfactory credit appraisal (and maintains same) in accordance with Section 14.5, and Shipper and Transporter must have mutually agreed in writing to the terms and conditions of the electronic interchange of data necessary to accomplish such actions in an electronic access agreement. In such case, any provisions of the Service Agreement or this Tariff requiring that the foregoing matters be in writing or written shall be deemed satisfied when accomplished by such electronic means. All other provisions requiring items of information to be in writing or written will remain unchanged.

- 22.6 Authority. Shippers and potential Shippers or their authorized agents who interface with Transporter electronically shall be deemed to have agreed and admitted that any employee or other representative permitted by such users to access such services shall have the legal authority to act on behalf of the Shippers or potential Shippers in performing any functions which are and may become available by virtue of such services, and Transporter shall be entitled to rely upon the actions of such representatives. Electronic transactions between Shipper and Transporter shall be binding and enforceable in the same manner and to the same extent as written transactions, and evidence of electronic transactions, if introduced on paper, will be admissible to the same extent as other business records originated in written form.
- 22.7 Communication. Transporter shall provide notice via a posting on its Internet Web Site when Shippers' unauthorized overrun quantities for a given Day will result in Excess Contract Quantities penalties (including those assessed against Pool Managers pursuant to Section 3 of Rate Schedule PS); provided, however, that Transporter shall

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GENERAL TERMS AND CONDITIONS
(continued)

also make reasonable efforts to individually notify Shippers (or Shipper's contact party designated pursuant to Section 5.9 of the General Terms and Conditions) who, for the Day prior to posting, had nominated and scheduled authorized overrun quantities or activities subject to the posting. Such notification efforts shall be via telephone, facsimile, or mutually agreeable electronic data interchange, and may be effected during the scheduling process. Notifications to Pool Managers shall specify the particular Pooling activities that may result in penalties.

- 22.8 Emergency Events. The requirements to nominate and implement capacity releases, execute contracts or provide other information electronically set forth in this Tariff shall be inapplicable in an emergency event, which shall be a failure of Shipper's or Transporter's electronic communication equipment (including temporary events such as system crashes, outages, or slow response time), Internet, or third party service provider or other similar emergency event which constitutes an event of force majeure as defined in Section 8.1 of these General Terms and Conditions. During such emergency events, Shipper shall submit written nominations, implement capacity release transactions in writing, execute contracts in writing, or otherwise provide information in writing. However, Shipper's emergency events must be documented by an affidavit provided by Shipper to Transporter within forty-eight (48) hours of such event. Transporter may, on a not unduly discriminatory basis, waive any applicable deadlines and requirements to the extent practicable to accommodate such emergency events.
- 22.9 Notices. Transporter shall notify Shippers of intraday bumps, OFOs and other notices that affect scheduling or adversely affect scheduled gas flow in the manner provided in this Tariff unless the Shipper has provided Transporter with a written request specifying that EDI or Internet e-mail (up to two Internet e-mail addresses) notification be used.

23. TRANSITION COSTS RECOVERY MECHANISM:

- 23.1 Unrecovered Purchased Gas Costs. Transporter shall, subject to receipt of necessary Commission authorization, from time to time, direct bill any unrecovered purchased gas costs posted to or reflected in Account No. 191 attributable to gas purchases by Transporter prior to implementation of restructured services pursuant to Order No. 636. From time to time as such costs are known and measurable such unrecovered gas costs shall be direct

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GENERAL TERMS AND CONDITIONS
(continued)

net List B against List A) and the higher of (a) the price paid by a third party purchaser from time to time for Gas quantities available for sale attributable to such contracts or (b) the GSR Index Price for the Month in which volumes are purchased (the GSR Index Price for purposes hereof shall be the arithmetic average of the daily prices quoted for deliveries to Transporter in the Daily Price Surveys published by Gas Daily for the last two (2) weeks of the Month and for the Pooling Area or geographic area which most closely approximates the applicable Pooling Area (if spot prices are quoted for Transporter's Pooling Areas or other geographic designations) in which the contract's delivery points are located) times the quantity sold, and (iii) any carrying costs related to prudently incurred, eligible GSR Costs, calculated on and after the date such GSR Costs are incurred and booked by Transporter. Transporter has filed under seal List A and List B. List A sets forth the above market contracts, and related information. Transporter will not seek to recover Price Differential GSR Costs from contracts not listed in List A. List B sets forth the contracts, and related information, that allow Transporter to buy Gas at less than market prices. List A and List B are available for review in Shreveport and Washington, D.C. upon execution of an appropriate protective and non-disclosure agreement. Transporter will attempt to minimize transition costs by, for example, negotiating to buyout, buydown, modify or settle the terms and conditions of Transporter's Gas supply contracts and by temporarily assigning from time to time contracts pursuant to Transporter's then existing assignment policy included on Transporter's Internet Web Site. In the filings described in Section 23.2(b), below, Transporter shall file to recover any GSR Costs incurred by Transporter in seeking to minimize transition costs as described above.

- (b) Transporter shall make filings to be effective on January 1, 1994, and quarterly thereafter, subject to the receipt of necessary Commission authorization, with respect to any GSR Costs actually incurred by the end of the quarter preceding the filing and which are known and measurable, plus interest charges calculated from the date such costs are incurred and booked

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GENERAL TERMS AND CONDITIONS
(continued)

23. TRANSITION COSTS RECOVERY MECHANISM (continued)

recovered pursuant to the mechanism described above. Transporter shall not be prohibited from recovering any uncollected amounts related to GSR Costs incurred during the periods described above pursuant to methodologies approved by the FERC which may extend beyond such time periods.

- (iv) In conjunction with the filing to be made each year by Transporter pursuant to Section 23.5 hereof, Transporter shall determine whether Transporter has recovered GSR Costs pursuant to Rate Schedule IT by comparing total Rate Schedule IT, Rate Schedule SBS and Rate Schedule PHS revenues during the twelve (12) Months ended January 31 ("Accrual Period") against the costs of service allocated to be recovered from Rate Schedule IT, excluding GSR Costs. For the purpose of this comparison, Rate Schedule IT revenues shall include revenue from FT and HFT Service Agreements entered into on or after February 1, 1995, that are less than twelve (12) Months in duration ("Short-Term Firm Revenues"). To the extent such revenue exceeds such cost of service allocation, Transporter shall consider such excess revenue, less applicable surcharges and variable costs associated with providing the service, to be GSR Costs up to recovery of the GSR Costs allocated to Rate Schedule IT for such period. If total Rate Schedule IT, Rate Schedule PHS and Rate Schedule SBS revenues for the period exceed the costs of service and GSR costs allocated to Rate Schedule IT, the resulting amount shall be defined as "Excess IT Revenues." If said costs exceed said revenues, the resulting amount shall be defined as "Remaining IT Costs". The Excess IT Revenues or Remaining IT Costs shall be netted in accordance with the procedure set out in Section 23.7, hereof, to determine the amount of IT Crediting Revenues, if any. Eighty percent (80%) of any IT Crediting Revenues, less applicable

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GENERAL TERMS AND CONDITIONS
(continued)

23. TRANSITION COSTS RECOVERY MECHANISM (continued)

 surcharges and variable costs associated with providing service, and less Short-Term Firm Revenues (the "FT Excess Revenue Share"), shall be credited to firm customers pursuant to the mechanism described in Section 23.5. Transporter shall retain twenty percent (20%) of such IT Crediting Revenues without refund obligation.

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GENERAL TERMS AND CONDITIONS
(continued)

23. TRANSITION COSTS RECOVERY MECHANISM (continued)

23.3 Storage Gas Costs. Transporter shall be permitted to recover the costs related to Gas remaining in storage when Transporter implements its restructured services pursuant to Order No. 636 as follows:

- (a) To the extent Transporter determines that it has positive working gas balances remaining in storage at the time of implementation of its Order No. 636 services, after deducting volumes of working gas in storage as of April 1, 1993 as reflected in REGT's FERC Form 8 filed April 6, 1993 and pursuant to Commission approval, such positive balances shall be transferred to Rate Schedule FSS and NNTS Shippers by considering together the following three items:
 - (i) Based on existing commitment levels of Rate Schedule FSS Shippers, the portion of such balance which is not in excess of injection quantities such Shippers could have provided for injection in anticipation of the 1993-1994 Withdrawal Period if Rate Schedule FSS had been effective during the 1993 Injection Period, shall be transferred to Rate Schedule FSS Shippers at Transporter's system cost of Gas. Such storage balance costs shall be allocated among Rate Schedule FSS Shippers based on the ratio of each Shipper's Maximum Storage Quantity to the sum of Maximum Storage Quantities for all Rate Schedule FSS Shippers;
 - (ii) Based on a consideration of each Rate Schedule NNTS Shipper's Contract Delivery Demand level, a portion of the positive balance in storage shall be transferred to Rate Schedule NNTS Shippers, on a pro rata

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GENERAL TERMS AND CONDITIONS
(continued)

23. TRANSITION COSTS RECOVERY MECHANISM (continued)

basis, at Transporter's system cost of Gas; and

- (iii) Transporter shall determine the amount of such working gas balance required for Transporter's Order No. 636 system operational use at the time of implementation of its Order No. 636 services. Such amount may be up to, but shall not exceed, 4 Bcf.
- (b) The Rate Schedule FSS and NNTS Shippers shall be relieved of compliance with any otherwise applicable conditions and/or limitations under the applicable Rate Schedules to the extent required to permit such transfers.

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GENERAL TERMS AND CONDITIONS
(continued)

23. TRANSITION COSTS RECOVERY MECHANISM (continued)

23.4 Exit Fee.

Transporter shall have the right to collect as part of an exit fee any remaining unrecovered purchased gas costs pursuant to Section 23.1 above, the GSR Costs, stranded costs and new facilities costs, upstream firm interstate transportation costs and other amounts related to services provided to Shippers, as Transporter and Shipper may agree.

23.5 IT Revenue Credit to Firm Transportation.

The maximum reservation charge under Rate Schedules FT and NNTS shall be adjusted by the IT Revenue Credit, which shall be determined by dividing the FT Excess Revenue Share (discussed at Section 23.2(b)(iv) above) by the total annual contract demand under Rate Schedules FT and NNTS (i.e., total Contract Demands and Contract Delivery Demands multiplied by twelve) in effect on January 1 of the Accrual Period as set out in Section 23.2(b)(iv). The IT Revenue Credit shall be calculated to include interest on the appropriate amounts, in accordance with Section 154.501 of the Commission's regulations. The appropriate amount of FT Excess Revenue Share, if any, will be determined in accordance with the provisions of Section 23.2(b)(iv). Interest on such FT Excess Revenue Share will accrue from the end of its Accrual Period to the effective date of the IT Revenue Credit. Transporter shall file to make the IT Revenue Credit effective each May 1 for the next succeeding twelve Month period.

23.6 Excess ISS Revenues/Remaining ISS Costs.

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GENERAL TERMS AND CONDITIONS
(continued)

23. TRANSITION COSTS RECOVERY MECHANISM (continued)

Transporter shall compare total Rate Schedule ISS revenue during the twelve (12) Months ended January 31 ("Accrual Period") against the costs of service allocated to be recovered from Rate Schedule ISS, less applicable surcharges and variable costs associated with providing the service. The resulting amount defined as the "Excess ISS Revenues", or the "Remaining ISS Costs", as applicable, shall be netted in accordance with the procedure set out in Section 23.7, hereof, to determine the amount of Excess Interruptible Revenues, if any.

- 23.7 For purposes of the annual crediting filings set out in the General Terms and Conditions, Sections 5.7(c)(ii)(2)(B) (Imbalance Cash-Out), and Sections 23.2 (b)(iv) and 23.5 (IT and SBS Revenue Crediting), Transporter shall net Cash-Out Excess Revenues or Cash-Out Remaining Costs, Excess IT Revenues or Remaining IT Costs, Excess ISS Revenues or Remaining ISS Costs and Carryover Costs (as defined below). If the resulting net amount is an excess of revenues, it shall be defined as the "Excess Interruptible Revenues." If the Excess Interruptible Revenues are less than or equal to the Excess IT Revenues, then the IT Crediting Revenues shall be equal to the Excess Interruptible Revenues. If the Excess Interruptible Revenues exceed the Excess IT Revenues ("Remaining Interruptible Revenues"), then the IT Crediting Revenues shall be equal to the Excess IT Revenues and the "Cash-Out Crediting Revenues" shall be determined by multiplying the Remaining Interruptible Revenues by a fraction, the numerator of which is the Cash-Out Excess Revenues, if any, and the denominator of which is the Cash-Out Excess Revenues plus the Excess ISS Revenues. If the resulting net amount is an excess of costs (Carryover Costs), such Carryover Costs, including interest in accordance with Section 154.501 of the Commission's regulations, calculated from the end of the Accrual Period (defined in the Sections set out above) in which the Carryover Costs were incurred until the end of the next Accrual Period, shall be included in the next annual calculation performed under this Section 23.7.

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GENERAL TERMS AND CONDITIONS

(continued)

24. ALLOCATION OF CAPACITY (continued)

- (b) Firm Storage Service: Transporter conducted a non-binding Open Season for requests for service under Rate Schedule FSS from March 3, to March 16, 1993. Consistent with the terms of that Open Season, Transporter will assign available firm storage capacity first to converting firm bundled sales customers. In the event that sufficient capacity does not exist to fulfill all other requests for service, Transporter will assign the remaining available capacity to the request providing the greatest anticipated net present value, utilizing the interest rate prescribed in Section 154.501 of the Commission's regulations as a discount factor. Priority for requests having the same net present value will be determined by a lottery.

- (c) Converting Firm Bundled Sales Customers: A converting sales customer must elect the type and mix of restructured services it deems necessary to duplicate its level of sales service at the time this Tariff becomes effective. The aggregate Contract Delivery Demand and/or Contract Demand applicable to such transportation service(s) shall be the same as the capacity previously reserved to provide the bundled sales service in effect the Day before the effective date of this Tariff. Any such capacity not requested and assigned under Rate Schedule NNTS pursuant to the Open Season referenced in Section 24.1 above, will be converted to Rate Schedule FT, accordingly.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

First Revised Sheet No. 451 First Revised Sheet No. 451 : Effective
Superseding: Original Sheet No. 451

GENERAL TERMS AND CONDITIONS
(continued)

24. ALLOCATION OF CAPACITY (continued)

- 24.2 As of February 1, 1995, and pursuant to this Tariff, each Rate Schedule FT and NNTS Shipper's Receipt Entitlements shall be established based on its Zone Entitlements, as effective immediately prior to January 1, 1996, for receipts.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

Fifth Revised Sheet No. 454 Fifth Revised Sheet No. 454 : Effective

Superseding: Fourth Revised Sheet No. 454

GENERAL TERMS AND CONDITIONS

(continued)

27. FUEL PERCENTAGES.

27.1 General. Transporter's Fuel Percentages shall be revised prospectively to reflect overcollections and undercollections of Gas consumed by compressors and other Gas handling equipment, company use Gas, and Gas lost or otherwise unaccounted for, in accordance with this section.

27.2 Definitions. The definitions of terms applicable to this section are as follows:

Base Period shall mean, for the April 1 filing, the twelve Months ended the previous December 31, and for the October 1 filing, the twelve Months ended the previous June 30.

Delhi Fuel Use shall mean Gas consumed by Transporter's Delhi Compressor located at the interconnection of Lines FM-56 and FM-63 in Richland Parish, Louisiana.

Wheeling LUFG shall mean Gas lost or otherwise unaccounted for related to the provision of wheeling services under Rate Schedule PHS.

Fuel Percentages shall mean the Fuel Use, LUFG, Delhi Fuel Use, Wheeling LUFG, Storage Fuel Use and/or Storage LUFG percentages applicable to Transporter's Rate Schedules.

Recovery Period shall mean the period during which the revised Fuel Percentages will be in effect.

27.3 Filing of Revised Fuel Percentages. Transporter shall file with the Commission, on or before April 1 and October 1 of each Year, a schedule of Fuel Percentages, as determined in accordance with Sections 27.4 and 27.5 hereof, to be effective for the Recovery Period beginning May 1 or November 1 of each Year, respectively, together with supporting documentation.

Effective Date: 12/01/2002 Status: Pending

FERC Docket: RP02-196-003

Fourth Revised Sheet No. 454 Fourth Revised Sheet No. 454 : Pending

Superseding: Third Revised Sheet No. 454

GENERAL TERMS AND CONDITIONS
(continued)

27. FUEL PERCENTAGES.

27.1 General. Transporter's Fuel Percentages shall be revised prospectively to reflect overcollections and undercollections of Gas consumed by compressors and other Gas handling equipment, company use Gas, and Gas lost or otherwise unaccounted for, in accordance with this section.

27.2 Definitions. The definitions of terms applicable to this section are as follows:

Base Period shall mean, for the April 1 filing, the twelve Months ended the previous December 31, and for the November 1 filing, the twelve Months ended the previous June 30.

Delhi Fuel Use shall mean Gas consumed by Transporter's Delhi Compressor located at the interconnection of Lines FM-56 and FM-63 in Richland Parish, Louisiana.

Wheeling LUFG shall mean Gas lost or otherwise unaccounted for related to the provision of wheeling services under Rate Schedule PHS.

Fuel Percentages shall mean the Fuel Use, LUFG, Delhi Fuel Use, Wheeling LUFG, Storage Fuel Use and/or Storage LUFG percentages applicable to Transporter's Rate Schedules.

Recovery Period shall mean the period during which the revised Fuel Percentages will be in effect.

27.3 Filing of Revised Fuel Percentages. Transporter shall file with the Commission, on or before April 1 and October 1 of each Year, a schedule of Fuel Percentages, as determined in accordance with Sections 27.4 and 27.5 hereof, to be effective for the Recovery Period beginning May 1 or November 1 of each Year, respectively, together with supporting documentation.

Effective Date: 05/01/2002 Status: Effective

FERC Docket: RP02-196-001

Second Revised Sheet No. 454A Second Revised Sheet No. 454A : Effective

Superseding: First Revised Sheet No. 454A

GENERAL TERMS & CONDITIONS

(continued)

- 27.4 For each Rate Schedule, the revised Fuel Percentages shall be calculated as follows: (a) The revised Fuel Use and Storage Fuel Use percentages shall be calculated on the basis of the difference between (i) the actual Fuel Use or Storage Fuel Use usage during the Base Period and (ii) the amount of Fuel Use (plus the amount of Delhi Fuel Use for Rate Schedule PHS wheeling transactions retained in-kind by Transporter during the Base Period) or Storage Fuel Use retained in-kind by Transporter during the Base Period. The difference shall be added to or subtracted from, as appropriate, the actual Fuel Use or Storage Fuel Use usage during the Base Period, and the total, expressed as a percentage of the estimated applicable throughput for the Recovery Period (excluding throughput through Delhi Compressor under the wheeling option of Rate Schedule PHS and quantities delivered under transactions described in Section 27.6 below), shall be the Fuel Use percentage or the Storage Fuel Use percentage, as applicable, to be in effect during the Recovery Period; and (b) The revised LUFG and Storage LUFG percentages shall be calculated on the basis of the difference between (i) the actual LUFG or Storage LUFG during the Base Period and (ii) the amount of LUFG (plus the amount of Delhi LUFG for Rate Schedule PHS wheeling transactions retained in-kind by Transporter during the Base Period) or Storage LUFG retained in-kind by Transporter during the Base Period. The difference shall be added to or subtracted from, as appropriate, the actual LUFG or Storage LUFG during the Base Period, and the total, expressed as a percentage of the estimated applicable throughput for the Recovery Period (excluding throughput through Delhi Compressor under the wheeling option of Rate Schedule PHS, but including quantities delivered under transactions described in Section 27.6 below), shall be the LUFG percentage or the Storage LUFG percentage, as applicable, to be in effect during the Recovery Period.

Effective Date: 12/01/2002 Status: Pending

FERC Docket: RP02-196-003

Third Revised Sheet No. 454A Third Revised Sheet No. 454A : Pending

Superseding: Second Revised Sheet No. 454A

GENERAL TERMS & CONDITIONS

(continued)

- 27.4 For each Rate Schedule, the revised Fuel Percentages shall be calculated as follows: (a) The revised Fuel Use and Storage Fuel Use percentages shall be calculated on the basis of the difference between (i) the actual Fuel Use or Storage Fuel Use usage during the Base Period and (ii) the amount of Fuel Use (plus the amount of Delhi Fuel Use for Rate Schedule PHS wheeling transactions retained in-kind by Transporter during the Base Period) or Storage Fuel Use retained in-kind by Transporter during the Base Period. The difference shall be added to or subtracted from, as appropriate, the actual Fuel Use or Storage Fuel Use usage during the Base Period, and the total, expressed as a percentage of the estimated applicable throughput for the Recovery Period (excluding throughput through Delhi Compressor under the wheeling option of Rate Schedule PHS and quantities delivered under transactions described in Section 27.6 below), shall be the Fuel Use percentage or the Storage Fuel Use percentage, as applicable, to be in effect during the Recovery Period; and (b) The revised LUFG and Storage LUFG percentages shall be calculated on the basis of the difference between (i) the actual LUFG or Storage LUFG during the Base Period and (ii) the amount of LUFG (plus the amount of Wheeling LUFG for Rate Schedule PHS wheeling transactions retained in-kind by Transporter during the Base Period) or Storage LUFG retained in-kind by Transporter during the Base Period. The difference shall be added to or subtracted from, as appropriate, the actual LUFG or Storage LUFG during the Base Period, and the total, expressed as a percentage of the estimated applicable throughput for the Recovery Period (excluding quantities delivered under wheeling transactions pursuant to Rate Schedule PHS), shall be the LUFG percentage or the Storage LUFG percentage, as applicable, to be in effect during the Recovery Period.

Effective Date: 05/01/2002 Status: Effective

FERC Docket: RP02-196-001

Original Sheet No. 454B Original Sheet No. 454B : Effective

GENERAL TERMS & CONDITIONS
(continued)

27.5 (a) The Delhi Fuel Use percentage will be calculated on the basis of the actual Delhi Fuel Use usage during the Base Period expressed as a percentage of estimated applicable throughput through the Delhi Compressor for the Recovery Period. The resulting percentage shall be the Delhi Fuel Use percentage to be in effect during the Recovery Period.

(b) The Delhi LUFG percentage will be the actual Perryville Hub LUFG during the Base Period expressed as a percentage of applicable throughput at the Perryville Hub during the Base Period. The resulting percentage shall be the Delhi LUFG percentage to be in effect during the Recovery Period.

27.6 Transporter will assess a zero charge for Fuel Use and Electric Power Costs for transactions that do not require the use of compression on Transporter's system. For each transaction utilizing the receipt and delivery point combinations listed below, Transporter has determined that there will not be any fuel used since compression will not be utilized.

(a)

Receipt Points:

- (1) All receipt points on Transporter's Line LIM-1 at or south of Station 0+00 located in Desoto Parish, Louisiana, Section 12, Township 15-North, Range 13-West.

Delivery Points:

- (1) The terminus of Transporter's Line LIM-2 at Gulf South Pipeline Company located in Desoto Parish, Louisiana, Section 20, Township 14-North, Range 12-West, and any delivery point located on Line LIM-1 or Line LIM-2.

Effective Date: 12/01/2002 Status: Pending

FERC Docket: RP02-196-003

First Revised Sheet No. 454B First Revised Sheet No. 454B : Pending

Superseding: Original Sheet No. 454B

GENERAL TERMS & CONDITIONS
(continued)

27.5 (a) The Delhi Fuel Use percentage will be calculated on the basis of the actual Delhi Fuel Use usage during the Base Period expressed as a percentage of estimated applicable throughput through the Delhi Compressor for the Recovery Period. The resulting percentage shall be the Delhi Fuel Use percentage to be in effect during the Recovery Period.

(b) The Wheeling LUFG percentage will be the actual Perryville Hub LUFG during the Base Period expressed as a percentage of applicable throughput at the Perryville Hub during the Base Period. The resulting percentage shall be the Wheeling LUFG percentage to be in effect during the Recovery Period.

27.6 Transporter will assess a zero charge for Fuel Use and Electric Power Costs for transactions that do not require the use of compression on Transporter's system. For each transaction utilizing the receipt and delivery point combinations listed below, Transporter has determined that there will not be any fuel used since compression will not be utilized.

(a)

Receipt Points:

- (1) All receipt points on Transporter's Line LIM-1 at or south of Station 0+00 located in Desoto Parish, Louisiana, Section 12, Township 15-North, Range 13-West.

Delivery Points:

- (1) The terminus of Transporter's Line LIM-2 at Gulf South Pipeline Company located in Desoto Parish, Louisiana, Section 20, Township 14-North, Range 12-West, and any delivery point located on Line LIM-1 or Line LIM-2.

Effective Date: 02/22/2002 Status: Effective

FERC Docket: RP02-149-000

First Revised Sheet No. 455 First Revised Sheet No. 455 : Effective

Superseding: Original Sheet No. 455

GENERAL TERMS AND CONDITIONS
(continued)

28. ELECTRIC POWER COSTS TRACKER

28.1 General. Transporter's Electric Power Costs Tracker shall be revised prospectively to reflect overcollections and undercollections of electric power costs incurred by Transporter for compression of natural Gas.

28.2 Definitions. The definitions of terms applicable to this section are as follows:

Electric Power Costs ("EPC") shall mean the cost of electric power purchased by or for Transporter to be used in the operation of compressor stations and other field locations. EPC shall also include any related stranded costs or other surcharges imposed by electric power suppliers that may be billed or allocated to Transporter.

Base Period shall mean, for the April 1 filing, the twelve Months ended the previous December 31, and for the October 1 filing, the twelve Months ended the previous June 30.

EPC Tracker shall mean the rate applicable to Transporter's Rate Schedules.

Recovery Period shall mean the period during which the revised EPC Tracker will be in effect.

28.3 Filing of revised EPC Tracker. Transporter shall file with the Commission, on or before April 1 and October 1 of each Year, a schedule of EPC Tracker, as determined in accordance with Section 28.4 hereof, to be effective for the Recovery Period beginning May 1 or November 1 of each Year, respectively, together with supporting documentation.

28.4 For each transportation rate schedule, the revised EPC Tracker shall be calculated on the basis of the difference between (a) the actual electric power costs billed during the Base Period and (b) the amount of electric power costs collected by Transporter during the Base Period. This difference shall be divided by projected throughput to determine the EPC Tracker rate to be in effect during the Recovery Period.

Effective Date: 09/01/2000 Status: Suspended

FERC Docket: RP00-199-000

First Revised Sheet No. 456 First Revised Sheet No. 456 : Suspended
Superseding: Original Sheet No. 456

GENERAL TERMS AND CONDITIONS
(continued)

29. Third Party Pipeline Capacity

Transporter may obtain in its own name up to and including
415,000 Dth/day of firm capacity on Mississippi River
Transmission Corporation ("MRT") from Glendale to
Perryville.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-498-000

Second Revised Sheet No. 456 Second Revised Sheet No. 456 : Effective

Superseding: Revised Sheet No. 456

GENERAL TERMS AND CONDITIONS
(continued)

29. Third Party Pipeline Capacity

- 29.1 Transporter, from time to time, may contract in its own name to acquire and utilize capacity on a third-party system. Any services provided to Shippers using such capacity shall be provided pursuant, and subject, to the applicable provisions of Transporter's Tariff, including the applicable rates, as on file and in effect from time to time. The "shipper must have title" policy is waived to permit Transporter to utilize such capacity to provide services to its Shippers.
- 29.2 Transporter may obtain in its own name up to and including 415,000 Dth/day of firm capacity on Mississippi River Transmission Corporation ("MRT") from Glendale to Perryville.

Effective Date: 09/01/2000 Status: Suspended

FERC Docket: RP00-199-000

First Revised Sheet No. 457 First Revised Sheet No. 457 : Suspended
Superseding: Original Sheet Nos. 456 - 466

Sheet Nos. 457 through 466
are reserved for future use.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

Second Revised Sheet No. 457 Second Revised Sheet No. 457 : Effective

Superseding: First Revised Sheet No. 457

GENERAL TERMS AND CONDITIONS
(continued)

30. SEGMENTATION OF CAPACITY

30.1 To the extent operationally feasible, a Shipper that has contracted with Transporter for firm transportation under Rate Schedule FT over a Primary Path may, pursuant to the provisions of this Section 30, segment its Primary Path for its own use or for the purpose of releasing that capacity to a replacement Shipper by identifying, through nomination or through the capacity release process, respectively, using electronic means prescribed by Transporter, points along the Primary Path (Segment Receipt Point(s) and Segment Delivery Point(s)), subject to this Tariff and assignment of capacity in accordance with the provisions of Sections 5 and 10 of the General Terms and Conditions.

(a) A Shipper may establish a Primary Path on (1) Transporter's Line AC, (2) any transportation capacity on Mississippi River Transmission Corporation ("MRT") from Glendale to the boundary of Transporter's Perryville Hub which Transporter is authorized by the FERC to hold in its own name and does so hold (the "Acquired MRT Capacity"); and (3) Transporter's Line F-West /F-East to the boundary of Transporter's Perryville Hub.

(i) In order to establish a Primary Path on Line AC, a Shipper must contract for a Primary Point of Receipt located on Line AC (including the referenced MRT capacity) and a Primary Point of Delivery located (1) on Line AC east of the Primary Point of Receipt, (2) on the Acquired MRT Capacity, or (3) at the Perryville Hub.

(ii) In order to establish a Primary Path on the Acquired MRT Capacity, a Shipper must contract for a Primary Point of Receipt located on the Acquired MRT Capacity and a Primary Point of Delivery located (1) on the Acquired MRT Capacity south of the Primary Point of Receipt, or (2) at the Perryville Hub.

(iii) In order to establish a Primary Path on Line F- West/ F-East, a Shipper must contract for a Primary Point of Receipt located on Line F- West /F-East and a Primary Point of Delivery located (1) on Line F-West /F-East east of the Primary Point of Receipt or (2) at the Perryville Hub.

GENERAL TERMS AND CONDITIONS
(continued)

(b) A Primary Path is the path from, and in the direction of, a Shipper's Primary Receipt Point to its Primary Delivery Point. If a Shipper's Primary Delivery Point is located within Transporter's Perryville Hub, then the Shipper's Primary Path ends at the boundary of REGT's Perryville Hub. For the purposes of this Section 30, the boundaries of the Perryville Hub are located (1) at the Perryville interconnection point between MRT and Transporter; and (2) at the interconnection point between Transporter's Line F-West/F-East and Transporter's Line FT-18.

(c) Other than Line AC, the Acquired MRT Capacity, and Line F-West/F-East, the remainder of Transporter's system, including the Perryville Hub, is referred to in this Section 30 as Transporter's Reticulated System. There is no right to a Primary Path Segment within Transporter's Reticulated System.

- 30.2 Unless Segment Receipt and Delivery Points are primary points, or become primary points in accordance with the provisions of Transporter's Tariff, Segment Receipt and Delivery Points nominated by a Shipper for the purpose of segmenting for its own use are secondary points. If a Primary Path Segment is released to a replacement Shipper, the releasing Shipper may request primary points on the unreleased segment within the Primary Path up to its entitlement on that segment and, for the replacement Shipper, simultaneously may request primary points on the released segment within the Primary Path up to its entitlement on that segment, both subject to Transporter's Tariff (including the capacity assignment provisions of Section 10) and the availability of capacity. While any segmented service is being provided to a Shipper, the Shipper shall not be eligible to use Receipt Points located outside the Shipper's Primary Path or to use Delivery Points that are located (1) outside the Shipper's Primary Path or (2) outside the Perryville Hub.
- 30.3 Subject to Transporter's agreement otherwise, discounts under any Service Agreement are specific to the circumstances involved. No discount rate applicable to those circumstances or to the original Receipt and Delivery Points shall apply to the use of secondary points or Segment Receipt and Delivery Points, whether held by a releasing or replacement Shipper, unless Transporter agrees otherwise. If a Shipper, in accordance with the provisions of this Tariff, changes a primary point, Transporter shall not be obligated to reserve firm capacity to reinstate the former primary point upon expiration of the segmentation or the capacity release.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

First Revised Sheet No. 459 First Revised Sheet No. 459 : Effective

Superseding: Original Sheet No. 459

GENERAL TERMS AND CONDITIONS

(continued)

30. SEGMENTATION OF CAPACITY (continued)

- 30.4 In addition to Transporter's right to determine operational feasibility on a case-by-case basis, as set out in Section 30.7 below, a purported segmentation of firm capacity (whether for a Shipper's own use or on release) shall not be operationally feasible if: (a) Pools are nominated as Segment Receipt Point(s), absent a determination by Transporter that the proposed segmentation would not result in an impermissible overlap of capacity or otherwise result in a greater level of entitlement than the entitlement under the original Service Agreement prior to segmentation; (b) the segmentation would purport to result in primary capacity rights with respect to a Primary Path Segment in a direction opposite to the direction of the Primary Path under the Service Agreement being segmented; or (c) a proposed segmentation would purport to identify a Primary Path or Primary Path Segment within Transporter's Reticulated System.
- 30.5 Transporter shall not be obligated to accept nominations or releases of capacity for any purported Primary Path Segment or combination of Primary Path Segments that would (a) result in an impermissible overlap of capacity or otherwise result in a greater level of entitlement than the entitlement under the original Service Agreement prior to segmentation or (b), when a Primary Path is being segmented for a Shipper's own use, result in receipt or delivery quantities at any single Receipt or Delivery Point greater than the quantities that Transporter was contractually obligated to receive and deliver at the Primary Receipt and Delivery Points defining the Primary Path prior to segmentation. A releasing Shipper may not re-release a released Primary Path Segment until such time as the releasing Shipper either recalls the released Primary Path Segment or the released Primary Path Segment reverts to the releasing Shipper at the end of the release term. Replacement Shippers that desire to re-release a released Primary Path Segment may only release transportation capacity within their acquired Primary Path Segment. The sum of capacity released in any Primary Path Segment cannot exceed the level of entitlement under the original Service Agreement prior to segmentation.

Effective Date: 12/31/2002 Status: Pending

FERC Docket: RP03- 99-000

Second Revised Sheet No. 459 Second Revised Sheet No. 459 : Pending

Superseding: First Revised Sheet No. 459

GENERAL TERMS AND CONDITIONS

(continued)

30. SEGMENTATION OF CAPACITY (continued)

- 30.4 In addition to Transporter's right to determine operational feasibility on a case-by-case basis, as set out in Section 30.7 below, a purported segmentation of firm capacity (whether for a Shipper's own use or on release) shall not be operationally feasible if: (a) Pools are nominated as Segment Receipt Point(s), absent a determination by Transporter that the proposed segmentation would not result in an impermissible overlap of capacity or otherwise result in a greater level of entitlement than the entitlement under the original Service Agreement prior to segmentation; (b) the segmentation would purport to result in primary capacity rights with respect to a Primary Path Segment in a direction opposite to the direction of the Primary Path under the Service Agreement being segmented; or (c) a proposed segmentation would purport to identify a Primary Path or Primary Path Segment within Transporter's Reticulated System.
- 30.5 Subject to the provisions of this Tariff, including but not limited to, the provisions of this Section 30, a Shipper may segment its Primary Path in a manner such that capacity in the direction of the Primary Path and capacity in the opposite direction of the Primary Path, each within applicable Contract Limitations, is used to make deliveries to the same Delivery Point at the same time. Transporter shall not be obligated to accept nominations or releases of capacity for any purported Primary Path Segment or combination of Primary Path Segments that would (a) result in an impermissible overlap of capacity or otherwise result in a greater level of entitlement than the entitlement under the original Service Agreement prior to segmentation or (b), when a Primary Path is being segmented for a Shipper's own use, result in receipt or delivery quantities at any single Receipt or Delivery Point greater than the quantities that Transporter was contractually obligated to receive and deliver at the Primary Receipt and Delivery Points defining the Primary Path prior to segmentation. A releasing Shipper may not re-release a released Primary Path Segment until such time as the releasing Shipper either recalls the released Primary Path Segment or the released Primary Path Segment reverts to the releasing Shipper at the end of the release term. Replacement Shippers that desire to re-release a released Primary Path Segment may only release transportation capacity within their acquired Primary Path Segment. The sum of capacity released in any Primary Path Segment cannot exceed the level of entitlement under the original Service Agreement prior to segmentation.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

Original Sheet No. 459A Original Sheet No. 459A : Effective

GENERAL TERMS AND CONDITIONS
(continued)

30. SEGMENTATION OF CAPACITY (continued)

30.6 A Shipper's right to segment a Primary Path is subject to
Transporter's invocation of the provisions of Section 20 of the
General Terms and Conditions.

30.7 In all cases, including those situations previously described in
this Section 30, Transporter reserves the right to evaluate and
disallow segmentation on its system on a case-by-case basis for
those situations that are not operationally feasible.
Disallowance of segmentation requests will be made on a not unduly
discriminatory basis.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

First Revised Sheet No. 460 First Revised Sheet No. 460 : Effective

Superseding: Original Sheet No. 460

GENERAL TERMS AND CONDITIONS
(continued)

31. PENALTY REVENUE CREDITING.

31.1 General: The Shipper Penalty Revenue Credit(s) to be made by Transporter shall be calculated in accordance with this section.

31.2 Definitions: The definitions of terms applicable to this section are as follows:

Penalty Base Period shall mean the twelve Months (or part thereof) ended the previous July 31.

Total Penalty Revenues shall mean the revenues (penalty revenues), less the costs incurred by Transporter in relation to the actions of the Shipper(s) necessitating a penalty (penalty costs), recovered or collected during the Penalty Base Period pursuant to the imposition of (a) Excess Contract Quantities Charges (Rate Schedule FT, Section 5.2(b)); Rate Schedule HFT, Section 4.2(b); Rate Schedule IT, Section 5.2(a), Rate Schedule PS, Section 3, and Rate Schedule PHS, Section 5.2(a)); (b) Excess Service Charges (Rate Schedule FSS, Section 5.2(b); Rate Schedule ISS, Section 5.2); (c) Cycling Penalties (Rate Schedule FSS, Section 5.2(c)); (d) Unauthorized Service Fees (Rate Schedule NNTS, Section 6.2); (e) Failure to Return Advance Delivery Gas Charges (Rate Schedule SBS, Section 5.2(a), Rate Schedule PHS, Section 5.2(b)); (f) Deficient Injection Charge (Rate Schedule RSS, Section 7.4); (g) Unauthorized Gas Charge (General Terms and Conditions, Section 5.8); and (h) charges for failure to comply with an Operational Flow Order (OFO) (General Terms and Conditions, Section 20).

Shipper Penalty Revenue Credit shall mean the credit amount, stated in dollars, to be received, unless otherwise agreed, by a Shipper with a firm contract in effect during the Penalty Base Period which shall be determined by allocating the Total Penalty Revenues among the firm Shippers in proportion to firm reservation or demand revenues paid by such Shippers.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

Original Sheet No. 460A Original Sheet No. 460A : Effective

GENERAL TERMS AND CONDITIONS
(continued)

31. PENALTY REVENUE CREDITING (continued)

- 31.3 Annual Penalty Revenue Credit. On November 1 of each Year, Transporter shall send notices to eligible Shippers of the applicable credit amount for the preceding Penalty Base Period (or part thereof). Transporter shall have the option of crediting against a Shipper's invoice (any such credit shall be separately identified on the invoice) or sending a check in the amount of the applicable Shipper Penalty Revenue Credit. Transporter shall file within thirty (30) Days of such date a report with the Commission setting forth the calculation of the Total Penalty Revenues, and the Shipper Penalty Revenue Credits, together with supporting documentation for such calculations.

Effective Date: 11/04/2002 Status: Effective

FERC Docket: RP96-200-094

Second Revised Sheet No. 461 Second Revised Sheet No. 461 : Effective

Superseding: Substitute First Revised Sheet No. 461

GENERAL TERMS AND CONDITIONS

(continued)

32. NON-CONFORMING AGREEMENTS

REGT has filed with the Commission, and hereby references, the following agreements in compliance with Section 154.112(b) of the Regulations:

Effective Date: 11/17/2002 Status: Pending

FERC Docket: RP03- 29-002

Substitute First Revised Sheet No. 461 Substitute First Revised Sheet No. 461 : Pending

Superseding: Original Sheet No. 461

GENERAL TERMS AND CONDITIONS

(continued)

32. NON-CONFORMING AGREEMENTS

REGT has filed with the Commission, and hereby references, the following agreements in compliance with Section 154.112(b) of the Regulations:

1. Rate Schedule FT Transportation Service Agreement with Hot Spring Power Company, L.L.C. (TSA No. 1002891), dated September 1, 2001.

Effective Date: 11/04/2002 Status: Effective

FERC Docket: RP96-200-087

Sheet Nos. 462 - 466 Sheet Nos. 462 - 466 : Effective

Sheet Nos. 462 through 466
are reserved for future use.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

Third Revised Sheet No. 467 Third Revised Sheet No. 467 : Effective

Superseding: Second Revised Sheet No. 467

RELIANT ENERGY GAS TRANSMISSION COMPANY
INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION

FOR WRITTEN:

Send Request To: Reliant Energy Gas Transmission Company (REGT)
P. O. Box 4455
Houston, Texas 77210-4455

Attention: Marketing & System Management
Telecopier: (713) 207-0721

The following information, as applicable, should be included in Shipper's request for service.
If Tariff requires electronic submission via the Internet, use REGT's web site to request and contract for service

1. TYPE OF SERVICE BEING REQUESTED:
New Service_____

Amendment to Existing Service _____
Contract Date _____
Contract No. _____

2. RATE SCHEDULE:
Transport
Rate Schedule FT (Firm)_____
Rate Schedule IT (Interruptible)_____
Rate Schedule SBS option_____
Rate Schedule HFT_____
Rate Schedule PS _____

Rate Schedule PHS _____
Park _____
Loan _____
Wheel _____
Rate Schedule RSS _____

Storage
Rate Schedule FSS (Firm)_____
Rate Schedule ISS (Interruptible)_____

3. CUSTOMER INFORMATION AND NOTICES:
A. SHIPPER/POOL MANAGER

PERSON REQUESTING SERVICE
(Complete only if different from Shipper)

Company Name

Address (include street address
for overnight deliveries)

City State Zip

Phone / Telecopier

Name/Title

Company Name

Address

City State Zip

Officer and Title (Signatory Party to
Contracts)

E-mail

State of Incorporation

E-mail

Phone Telecopier

B. PARTY AUTHORIZED TO SUBMIT NOMINATIONS
AND RECEIVE GENERAL NOTICES

INVOICES & STATEMENTS

Name/Title

Address

Name/Title

Company Name

_____		_____	_____
City	State	Zip	

/ _____ /		_____	
Phone	Telecopier		

E-mail			

Address		

_____	_____	_____
City	State	Zip

E-mail		

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

Third Revised Sheet No. 468 Third Revised Sheet No. 468 : Effective

Superseding: Second Revised Sheet No. 468

INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION

(Continued)

C. 24-HOUR CONTACT

Dispatcher Name _____ Address _____
Phone _____ Telecopier _____ City _____ State _____ Zip _____
E-mail _____

D. Shipper's Identification Number (currently DUNS) _____

E. For firm services if Shipper is represented by an agent and/or asset manager, Shipper shall provide the exact name of such parties and shall keep Transporter apprised as to changes in the identity of such representatives.

4. TERM:

Date Service is to commence _____ (If FSS, must commence on April 1) (If RSS, generally must commence _____ on June 1)

Date Service will terminate _____ (If IT or PHS-month-to-month evergreen is suggested) (If storage, _____ must terminate on March 31) (If RSS, generally must terminate on _____ May 31)

5. QUANTITIES:

For Rate Schedule FT and HFT:

Contract Demand _____ (Dth/D-FT) (Dth/H-HFT)*

Receipt Entitlement (also for Rate Schedule RSS for Injections only-cannot exceed MDIQ ÷30):
Pooling Area _____

(Dth/D-FT) (Dth/H-HFT)
(Dth/D-FT) (Dth/H-HFT)
(Dth/D-FT) (Dth/H-HFT)
(Dth/D-FT) (Dth/H-HFT)

For Rate Schedule IT:

Maximum Contract Quantity _____ Dth/D

For Rate Schedule SBS option (check requested service(s) and specify maximum(s)):

Advance Receipt Maximum Quantity _____ Dth
Advance Delivery Maximum Quantity _____ Dth

For Rate Schedule FSS:

Maximum Storage Quantity _____ Dth
Maximum Injection Quantity _____ Dth/D
Maximum Deliverability Quantity _____ Dth/D

For Rate Schedule RSS:

Maximum Daily Withdrawal Quantity _____ Dth
Seasonal Option: _____ 10 Day _____ 20 Day

For Rate Schedule ISS:

Interruptible Maximum Storage Quantity _____ Dth

For Rate Schedule PHS:

Maximum Aggregate Quantity _____ Dth (If park or loan)
Maximum Quantity _____ Dth (for wheeling)

6. RECEIPT AND DELIVERY POINTS:

A. Rate Schedule RSS, FT and HFT:

1. Receipt Points:

Primary Receipt Points with MRO(s)

RP Name _____ Meter No. _____ Maximum Receipt
Obligation (Dth/D-FT) (Dth/H-HFT)*

Pools with Receipt Quantity (Dth/D-FT) (Dth/H-HFT)*

Additional Individual Receipt Points with Receipt Quantity (Dth/D-FT) (Dth/H-HFT)*

Note: Rate Schedule FT and HFT Shippers have access to all generally available Pools and Additional Individual Receipt Points, consistent with applicable Receipt Entitlements, and subject to the terms of the applicable Rate Schedule through the nomination process.
Rate

Schedule RSS Shippers total Receipt Entitlement/MROs cannot exceed MDIQ+30.

2. Primary Delivery Points:

DP Name	Meter No.	Maximum Delivery Obligation
---------	-----------	--------------------------------

(Dth/D-FT) (Dth/H-HFT) *

* For service under Rate Schedule HFT, specify hours for which quantities are requested.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

Third Revised Sheet No. 469 Third Revised Sheet No. 469 : Effective

Superseding: Second Revised Sheet No. 469

INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION
(Continued)

B. Rate Schedule IT:

Points
reflected
Rate Schedule IT Shippers have access to all generally available Pools, physical Receipt and Delivery Points through the nomination process. If Shipper wants certain points on its Service Agreement, please specify.

C. Rate Schedule PHS:

in
thereunder,
Rate Schedule PHS Shippers shall have access to Receipt and Delivery Points as described such Rate Schedule for each of the wheeling and park and loan options provided for through the nomination process.

7. Is Shipper requesting a selective discount? Yes _____ No _____

8. Is RSS Shipper requesting Reservation Fee Billing Option? Yes _____ No _____

9. Are new/modified facilities required? Yes _____ No _____
If yes, please describe, and provide, if required, peak day and annual volumes to be transported.

10. REQUESTED FORM OF SERVICE:

A. NGPA SECTION 311 _____ (Subpart B) B. SECTION 284 G _____
Designate "On behalf of" Entit(y)(ies) * (BLANKET)

Shipper
current
* If LDC/Intrastate pipeline company will not be executing the Service Agreement, must provide an acceptable "on behalf of" letter to Transporter consistent with the regulatory requirements.

11. Submission of deposit provided for in the General Terms and Conditions with Request: Yes _____ No _____

12. For requests for service pursuant to Rate Schedule IT or ISS, unless Shipper designates otherwise, Shipper's signature on its request shall constitute its agreement to execute a Service Agreement as provided in such Rate Schedules and to comply with the terms and conditions of Transporter's Tariff in the event that Transporter accepts its request. Yes _____ No _____

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

First Revised Sheet No. 470 First Revised Sheet No. 470 : Effective

Superseding: Original Sheet No. 470

INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION
(Continued)

Shipper is:	End User _____	Marketer _____
	Producer _____	LDC _____
	Intrastate _____	Other (Specify) _____
	Interstate _____	_____

Shipper shall provide, in writing, or electronically, as required by this Tariff such other information as is required to comply with regulatory reporting and/or filing requirements.

Shipper or Shipper's agent by its signature, or electronic submission certifies to Transporter (1) that it has good title to the Gas, or a current contractual right to acquire good title or the full right to deliver all Gas delivered or caused to be delivered, and (2) that it has entered into all necessary arrangements to assure that upstream and downstream transportation will be in place prior to the commencement of the requested service.

Shipper or Shipper's agent also certifies that the information herein is complete and accurate to the best of its knowledge, information and belief.

FOR WRITTEN REQUESTS USING THIS FORM:

SHIPPER

OR

SHIPPER'S AGENT

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

First Revised Sheet No. 471 - 472 First Revised Sheet No. 471 - 472 : Effective
Superseding: Original Sheet No. 471

Sheet Nos. 471 - 472
are reserved for future use

Effective Date: 06/01/2002 Status: Effective
FERC Docket: RP00-482-003

Second Revised Sheet No. 473 Second Revised Sheet No. 473 : Effective
Superseding: First Revised Sheet No. 473
FORM OF CREDIT APPLICATION

RELIANT ENERGY GAS TRANSMISSION COMPANY
("REGT")
C R E D I T A P P L I C A T I O N

PURSUANT TO THE PROVISIONS OF THIS TARIFF, THIS APPLICATION MAY BE REQUIRED TO
BE SUBMITTED ELECTRONICALLY VIA THE INTERNET.

General Information

Applicant's Legal
Name _____
Mailing Address _____
City, State, Zip Code _____
Contact Person _____ Telephone No. (____) _____
Business Entity: _____ Corporation _____ Partnership _____ Other _____
Type of Business: _____ Producer _____ Marketer _____ End User _____ LDC _____ Other _____
List parent corporation (if Applicant is a subsidiary company)
or general Partners (if Applicant is a partnership) _____

Bank Reference (or other financing source):

Bank Name _____ Bank Account No. _____
Address _____ Telephone No. (____) _____
City, State, Zip Code _____

Trade References (please provide two)

Company Name _____ Company Name _____
Address _____ Address _____
Contact _____ Contact _____
Phone (____) _____ Phone (____) _____

Additional Information

Estimate of activity under all Service Agreements with REGT:

	PS	IT	FT	NNTS	ISS	FSS	OTHER
Estimated Monthly Volume (Dth)	_____	_____	_____	_____	_____	_____	_____
Estimated Monthly Charges	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Date Service Requested ==>	_____						

If RSS, SBS or PHS (park and loan), Maximum Seasonal Withdrawal Quantity,
Maximum Advance Delivery Quantity or Maximum Aggregate Quantity, respectively
_____ Dth.

Effective Date: 06/01/2002 Status: Effective
FERC Docket: RP00-482-003

First Revised Sheet No. 477 First Revised Sheet No. 477 : Effective

Superseding: Original Sheet No. 477

PURSUANT TO THE PROVISIONS OF THIS TARIFF, THIS AGREEMENT MAY BE REQUIRED TO BE ELECTRONICALLY EXECUTED VIA THE INTERNET

[FRONT]

TSA No.:

FIRM (RATE SCHEDULE FT)
TRANSPORTATION SERVICE AGREEMENT

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between Reliant Energy Gas Transmission Company ("REGT"), a Delaware corporation ("Transporter"), and _____, a _____ [corporation] ("Shipper"), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

1) ADDRESSES:
Address for Notices to Shipper: _____ Address for Notices to Transporter: _____
Facsimile No.: _____ Facsimile No.: _____
E-Mail: _____
Address for Invoices to Shipper: _____ Address for Payments to Transporter: _____

2) TERMS, REGULATORY AUTHORITY, CONTRACT DEMAND AND RECEIPT ENTITLEMENTS:
Term: Effective Date: _____
End Date: _____
Regulatory Authority: (designate one)
Part 284, Subpart B _____ Part 284, Subpart G _____
Contract Demand: _____ Dth/d;
Receipt Entitlement(s): Pooling Area _____ - _____ Dth/d.

3) RECEIPT AND DELIVERY POINTS:
Receipt Point(s): [MRO] [Receipt Quantity] (as applicable) (Dth/d)
[Must designate which receipts applicable to storage.]
Primary Delivery Point(s): MDO (Dth/d)

4) RATE:
Unless Transporter agrees in writing (or electronically via the Internet if Transporter so requires) otherwise, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.

5) OTHER PROVISIONS:
[This Agreement supersedes and cancels the following Transportation Service Agreement(s) between the parties hereto:]

FOR WRITTEN AGREEMENTS:

6) SIGNATURE:
This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions appearing on the face and reverse side hereof and any attachments, all of which are incorporated herein by reference and made part of this Agreement.

SHIPPER
COMPANY

RELIANT ENERGY GAS TRANSMISSION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

FOR ELECTRONIC AGREEMENTS:

7) EXECUTION:

Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms of this Agreement shall become effective.

Effective Date: 06/01/2002 Status: Effective
FERC Docket: RP00-482-004

Substitute First Revised Sheet No. 478 Substitute First Revised Sheet No. 478 : Effective
Superseding: First Revised Original Sheet No. 478

[BACK]
GENERAL TERMS AND CONDITIONS

1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the General Terms and Conditions of the Tariff.
2. Transporter may terminate this Agreement if it relates to service under Section 311 of the Natural Gas Policy Act of 1978 ("NGPA") if it also terminates like service for others on a not unduly discriminatory basis which is consistent with applicable law and regulations.
3. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
4. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
5. This Agreement shall be subject to the provisions of Rate Schedule FT as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
6. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
7. Subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
8. Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Fuel Use and LUFG or Storage Fuel Use and LUFG retained.
9. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written or electronic consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper

subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which has executed or may execute hereafter.

10. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

Effective Date: 06/01/2002 Status: Effective
FERC Docket: RP00-482-003

First Revised Sheet No. 479 First Revised Sheet No. 479 : Effective
Superseding: Original Sheet No. 479

[BACK]

GENERAL TERMS AND CONDITIONS

11. Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

12. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.

Effective Date: 06/01/2002 Status: Effective
FERC Docket: RP00-482-003

First Revised Sheet No. 480

First Revised Sheet No. 480 : Effective
Superseding: Original Sheet No. 480

PURSUANT TO THE PROVISIONS OF THE TARIFF, THIS AGREEMENT MAY BE REQUIRED TO BE ELECTRONICALLY EXECUTED
VIA THE
INTERNET

[FRONT]

TSA No.:

INTERRUPTIBLE (RATE SCHEDULE IT)
TRANSPORTATION SERVICE AGREEMENT

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between Reliant Energy Gas Transmission Company ("REGT"), a Delaware corporation ("Transporter"), and _____, a _____ [corporation] ("Shipper"), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

1) ADDRESSES:

Address for Notices to Shipper:

Address for Notices to Transporter:

Facsimile No.:

Facsimile No.:

E-Mail:

Address for Invoices to Shipper:

Address for Payments to Transporter:

2) TERMS, REGULATORY AUTHORITY, AND MAXIMUM CONTRACT QUANTITY:

Term: Effective Date: _____
End Date: _____

Regulatory Authority: (designate one)
Part 284, Subpart B _____

Part 284, Subpart G _____

Maximum Contract Quantity: _____ Dth/d;

3) RECEIPT AND DELIVERY POINTS:

Receipt Point(s):

Receipt Quantity (Dth/d)

Delivery Point(s):

Delivery Quantity (Dth/d)

4) RATE:

Unless Transporter agrees in writing (or electronically via the Internet if Transporter so requires) otherwise, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.

5) OTHER PROVISIONS:

[This Agreement supersedes and cancels the following Transportation Service Agreement(s) between the parties hereto:]

FOR WRITTEN AGREEMENTS:

6) SIGNATURE:

This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions appearing on the face and reverse side hereof and any attachments, all of which are incorporated herein by reference and made part of this Agreement.

SHIPPER

RELIANT ENERGY GAS TRANSMISSION COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

FOR ELECTRONIC AGREEMENTS:

7) EXECUTION:

Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms of this Agreement shall become effective.

Effective Date: 06/01/2002 Status: Effective
FERC Docket: RP00-482-004

Substitute First Revised Sheet No. 481 Substitute First Revised Sheet No. 481 : Effective
Superseding: First Revised Original Sheet No. 481

GENERAL TERMS AND CONDITIONS

1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the General Terms and Conditions of the Tariff.
2. Transporter may terminate this Agreement if it relates to service under Section 311 of the Natural Gas Policy Act of 1978 ("NGPA") if it also terminates like service for others on a not unduly discriminatory basis which is consistent with applicable law and regulations.
3. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
4. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
5. This Agreement shall be subject to the provisions of Rate Schedule IT as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
6. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
7. Subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on an interruptible basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
8. Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Fuel Use and LUFG or Storage Fuel Use and LUFG retained.
9. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper

subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.

10. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

Effective Date: 06/01/2002 Status: Effective
FERC Docket: RP00-482-003

First Revised Sheet No. 482 First Revised Sheet No. 482 : Effective
Superseding: Original Sheet No. 482

[BACK]

GENERAL TERMS AND CONDITIONS

11. Shipper agrees that any representations and contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

12. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.

Effective Date: 06/01/2002 Status: Effective
FERC Docket: RP00-482-003

First Revised Sheet No. 483 First Revised Sheet No. 483 : Effective

Superseding: Original Sheet No. 483

PURSUANT TO THE TERMS OF THIS TARIFF THIS AGREEMENT IS REQUIRED TO BE ELECTRONICALLY EXECUTED, UNLESS
TRANSPORTER AGREES OTHERWISE.

TSA No.: _____

HOURLY FIRM (RATE SCHEDULE HFT)
TRANSPORTATION SERVICE AGREEMENT

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement"), between Reliant Energy Gas Transmission Company ("REGT"), a Delaware corporation ("Transporter"), and _____, a _____ [corporation], ("Shipper"), covering the transportation of natural gas by Transporter on behalf of Shipper as more particularly described herein, is entered into in accordance with the following terms and conditions:

- 1) ADDRESSES:
Address for Notices to Shipper: _____ Address for Notices to Transporter: _____
Facsimile No.: _____ Facsimile No.: _____
E-Mail: _____ Address for Payments to Transporter: _____
Address for Invoices to Shipper: _____
- 2) TERM AND REGULATORY AUTHORITY:
Effective Date: _____ End Date: _____
Regulatory Authority: (designate one)
Part 284, Subpart B _____ Part 284, Subpart G _____
- 3) CONTRACT DEMAND, RECEIPT ENTITLEMENTS, RECEIPT AND DELIVERY POINTS:
See Exhibit A attached.
- 4) RATE:
Unless Transporter agrees in writing (or electronically via the Internet if Transporter so requires) otherwise, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate, and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.
- 5) OTHER PROVISIONS:
[This Agreement supersedes and cancels the following Transportation Service Agreement(s) between the parties hereto:]

[Shipper has elected the service indicated below under the Rate Schedule SBS option at the following levels:

[] Maximum Advance Receipt Quantity _____ Dth/
[] Maximum Advance Delivery Quantity _____ Dth/D]

FOR WRITTEN AGREEMENTS:

6) SIGNATURE:

This Agreement constitutes a contract with Transporter for the transportation of natural gas, subject to the terms and conditions appearing on the face and reverse side hereof and any attachments, all of which are incorporated herein by reference and made part of this Agreement.

SHIPPER

TRANSPORTER

By: _____
Name: _____
Title: _____

RELIANT ENERGY GAS TRANSMISSION COMPANY
By: _____
Name: _____
Title: _____

FOR ELECTRONIC AGREEMENTS:

7) EXECUTION:

Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms of this Agreement shall become effective.

Substitute First Revised Sheet No. 485 Substitute First Revised Sheet No. 485 : Effective
Superseding: First Revised Original Sheet No. 485

[BACK]

GENERAL TERMS AND CONDITIONS

1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the General Terms and Conditions of the Tariff.
2. Transporter may terminate this Agreement if it relates to service under Section 311 of the Natural Gas Policy Act of 1978 ("NGPA") if it also terminates like service for others on a not unduly discriminatory basis which is consistent with applicable law and regulations.
3. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
4. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance thereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
5. This Agreement shall be subject to the provisions of Rate Schedule HFT, and, as applicable, Rate Schedule FT, as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
6. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
7. Subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified in the Agreement.
8. Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally- equivalent to those delivered by Shipper, less Fuel Use and LUFG or Storage Fuel Use and LUFG retained.
9. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective

rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.

10. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

11. Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

12. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written consent of the parties.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

First Revised Sheet No. 494 First Revised Sheet No. 494 : Effective

Superseding: Original Sheet No. 494

PURSUANT TO THE PROVISIONS OF THE TARIFF, THIS AGREEMENT MAY BE REQUIRED TO BE ELECTRONICALLY EXECUTED VIA THE INTERNET

FORM OF
TRANSPORTATION SERVICE AGREEMENT

THIS TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into _____, 2____ by and between

RELIANT ENERGY GAS TRANSMISSION COMPANY,
a Delaware corporation, represented
herein by _____ its
duly authorized _____,

hereinafter referred to as "Transporter," and

_____,
a _____ corporation, represented
herein by _____ its
duly authorized _____,

herein referred to as "Shipper,"

W I T N E S S E T H T H A T:

WHEREAS, Transporter owns and operates an interstate natural gas pipeline; and

WHEREAS, Shipper is _____, and has requested Transporter to provide certain Transportation services for supplies of Gas; and

WHEREAS, [complete as applicable];

NOW, THEREFORE, Transporter agrees to provide the services for the account of Shipper as hereinafter set forth, and Shipper agrees to pay, or cause payment to be made, for such services and comply with the provisions hereof, on the following terms and conditions:

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

First Revised Sheet No. 496 First Revised Sheet No. 496 : Effective
Superseding: Original Sheet No. 496

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(Continued)

ARTICLE 2

RATE SCHEDULE

Section 2.1 - Service hereunder shall be provided pursuant to Transporter's Rate Schedule designated on Exhibit A hereto.

Section 2.2 - This Agreement shall be subject to the provisions of the designated Rate Schedule as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.

Section 2.3 - Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.

ARTICLE 3

QUANTITIES

Section 3.1 - [If NNTS: Subject to the provisions of the Tariff, any quantity limitations set forth on Exhibits B and C, respectively, and other provisions of this Agreement, Transporter shall receive, transport, store and/or deliver, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified on Exhibit A attached hereto.]

[If RSS: Subject to the provisions of the Tariff, any quantity limitations set forth on Exhibits B and C, respectively, and as set forth in the Rate Schedule, and other provisions of this Agreement, Transporter shall withdraw, transport and deliver or receive, transport and inject, for the account of Shipper for the purposes contemplated herein, during the periods permitted under the Rate Schedule on a firm basis a quantity of Gas up to the quantity or quantities specified on Exhibit A attached hereto.]

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-004

Substitute First Revised Sheet No. 497 Substitute First Revised Sheet No. 497 : Effective
Superseding: First Revised Original Sheet No. 497

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(Continued)

[If FSS: Subject to the provisions of the Tariff, and other provisions of this Agreement, Transporter shall inject, store and withdraw, for the account of Shipper for the purposes contemplated herein, on a firm basis a quantity of Gas up to the quantity or quantities specified on Exhibit A attached hereto.]

[If ISS: Subject to the provisions of the Tariff, and other provisions of this Agreement, Transporter shall inject, store and withdraw, for the account of Shipper for the purposes contemplated herein, on an interruptible basis a quantity of Gas up to the quantity or quantities specified on Exhibit A attached hereto.]

ARTICLE 4

POINTS OF RECEIPT AND DELIVERY

Section 4.1 - [For service provided under Rate Schedule NNTS, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown on the schedules attached hereto and made part hereof as Exhibits B and C, respectively. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Fuel Use and LUFG or Storage Fuel Use and LUFG retained.]

[For service provided under Rate Schedule RSS, during the Reverse Withdrawal Period, Gas shall be transported from Storage Points of Withdrawal and delivered to the Primary Point(s) of Delivery on the terms shown on Exhibit C, attached hereto and made a part hereof, and during the Reverse Injection Period, Gas shall be tendered to Transporter hereunder at the Point(s) of Receipt on the terms shown on Exhibit B, attached hereto and made a part hereof, for transportation to and injection at Storage Points of Injection.]

Effective Date: 06/01/2002 Status: Effective
FERC Docket: RP00-482-003

First Revised Sheet No. 498 First Revised Sheet No. 498 : Effective
Superseding: Original Sheet No. 498

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(Continued)

ARTICLE 5

RATE

Section 5.1 - Shipper shall pay, or cause to be paid, to Transporter each Month for all services provided hereunder the maximum applicable rate and any other charges, fees, direct bill amounts, taxes, assessments, or surcharges provided for in Transporter's Tariff, as on file and in effect from time to time, for each service rendered hereunder.

ARTICLE 6

ASSIGNMENT

Section 6.1 - Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written (or electronic) consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

First Revised Sheet No. 499 First Revised Sheet No. 499 : Effective
Superseding: Original Sheet No. 499

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(Continued)

ARTICLE 7

NOTICES

Section 7.1 - Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand-delivered or, if received, when mailed by United States mail, postage prepaid, to the addresses specified on Exhibit A hereto, or such other addresses as either party shall designate on a superseding Exhibit A. Additionally, notices shall be considered as having been given if received when sent via facsimile or electronically.

ARTICLE 8

MISCELLANEOUS

Section 8.1 - [If NNTS or RSS: Exhibit(s) A, B and C, as applicable, attached are incorporated herein by reference and made a part hereof.]

[If FSS or ISS: Exhibit A attached is incorporated herein by reference and made a part hereof.]

Section 8.2 - Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

Section 8.3 - All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.

[Other provisions]

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

First Revised Sheet No. 500 First Revised Sheet No. 500 : Effective
Superseding: Original Sheet No. 500

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(Continued)

FOR WRITTEN AGREEMENTS:

IN WITNESS WHEREOF, the parties have executed this Agreement effective
as of the date hereinabove first written.

TRANSPORTER:

RELIANT ENERGY GAS TRANSMISSION COMPANY

By: _____
[Name]
[Title]

SHIPPER:

By: _____
[Name]
[Title]
[Address]

FOR ELECTRONIC AGREEMENTS:

Upon Transporter's acceptance of this document (which shall constitute the
parties' execution of such document) the terms of the Agreement shall become
effective.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

First Revised Sheet No. 501 First Revised Sheet No. 501 : Effective
Superseding: Original Sheet No. 501

FORM OF TRANSPORTATION SERVICE AGREEMENT
(Continued)

EXHIBIT A
Page 1 of 2

TO THE AGREEMENT BETWEEN REGT

AND _____,
DATED _____

Rate Schedule: [NNTS] [FSS] [ISS] [RSS] [RSS Transport Release] [RSS Storage Release]

Term: Begin: _____ [Must be April 1 for NNTS, FSS] [Must be June 1 for RSS except as provided in Rate Schedule or as pursuant to partial release]

End: _____ [Must be March 31 for NNTS, FSS, ISS] [Must be May 31 for RSS except as pursuant to partial release]

Quantities: [If NNTS: Contract Delivery Demand _____ Dth/d
Receipt Entitlement(s): (designate with Dth/d for each)]

[If FSS: Maximum Storage Quantity _____ Dth
Maximum Injection Quantity _____ Dth/day
Maximum Deliverability Quantity _____ Dth/day]

[If ISS: Interruptible Maximum Storage Quantity _____ Dth/day]

[If RSS or release thereunder, as applicable:
Maximum Daily Withdrawal Quantity _____ Dth/d
Maximum Seasonal Withdrawal Quantity _____ Dth (MDWQ x 10 or 20)
Receipt Entitlements(s): (designate Dth/d for each but total cannot exceed MDIQ ÷ 30)]

Regulatory Authority: Title 18 C.F.R. Part 284, Subpart[B] [G]

Notices To Shipper:

Address for Notices to Shipper: _____ Address for Notices to Transporter: _____

Facsimile No.: _____ Facsimile No.: _____

E-Mail: _____
Address for Invoices to Shipper: _____ Address for Payments to Transporter: _____

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

First Revised Sheet No. 502 First Revised Sheet No. 502 : Effective
Superseding: Original Sheet No. 502

FORM OF
TRANSPORTATION SERVICE AGREEMENT
(Continued)

EXHIBIT A
Page 2 of 2

FOR WRITTEN AGREEMENTS:

SIGNED FOR IDENTIFICATION

DATE: _____

TRANSPORTER: _____

SHIPPER: _____

SUPERSEDES EXHIBIT A DATED: _____

FOR ELECTRONIC AGREEMENTS:

Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms of the Exhibit shall become effective.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

First Revised Sheet No. 503 First Revised Sheet No. 503 : Effective

Superseding: Original Sheet No. 503

TRANSPORTATION SERVICE AGREEMENT
(continued)

EXHIBIT B

POINT(S) OF RECEIPT

RECEIPT POINTS BY POOLING AREA [RSS: During Reverse Injection Period Only]

_____ Pooling Area (____Dth/d)

[If Primary Receipt
Point(s):
Maximum Receipt
Obligation
(Dth/d)]*
[Receipt Quantity
(Dth/d)]

[Specific Points]

[Pools]

[If NNTS, must designate which receipts applicable to flowing supplies.]

[If RSS: Storage Points of Withdrawal during Reverse Withdrawal Period Only.

Maximum Daily Withdrawal Quantity as provided in Rate Schedule RSS.]

[* On any Day, Transporter shall not be obligated to receive a cumulative
quantity from all Receipt Points in excess of the Contract Delivery
Demand or the Maximum Daily Injection Quantity.]

FOR WRITTEN AGREEMENTS:

SIGNED FOR IDENTIFICATION

DATED: _____

TRANSPORTER: _____

SHIPPER: _____

SUPERSEDES EXHIBIT B DATED: _____

FOR ELECTRONIC AGREEMENTS:

Upon Transporter's acceptance of this document (which shall constitute the
parties' execution of such document) the terms of this Exhibit shall become
effective.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

First Revised Sheet No. 504 First Revised Sheet No. 504 : Effective

Superseding: Original Sheet No. 504

TRANSPORTATION SERVICE AGREEMENT
(Continued)

EXHIBIT C

POINT(S) OF DELIVERY

DELIVERY POINTS {RSS: During Reverse Withdrawal Period Only]

[If Primary Delivery
Point:
Maximum Delivery
Obligation (Dth/D)]*

[If RSS: Storage Points of Injection during Reverse Injection Period Only.
Maximum Daily Injection Quantity as provided in Rate Schedule RSS.]

[* The aggregate of the Maximum Delivery Obligations shown for all points
shall not exceed the Contract Delivery Demand or the Maximum Daily
Withdrawal Quantity.]

FOR WRITTEN AGREEMENTS:

SIGNED FOR IDENTIFICATION

DATED: _____

TRANSPORTER: _____

SHIPPER: _____

SUPERSEDES EXHIBIT C DATED: _____

FOR ELECTRONIC AGREEMENTS:

Upon Transporter's acceptance of this document (which shall constitute the
parties' execution of such document) the terms of the Exhibit shall become
effective.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

First Revised Sheet No. 505 First Revised Sheet No. 505 : Effective
Superseding: Original Sheet No. 505

Sheet No. 505

is reserved for future use.

Effective Date: 06/01/2002 Status: Effective
FERC Docket: RP00-482-003

First Revised Sheet No. 506 First Revised Sheet No. 506 : Effective
Superseding: Original Sheet No. 506

FORM OF
POOLING SERVICE AGREEMENT

PURSUANT TO THE PROVISIONS OF THE TARIFF, THIS AGREEMENT MAY BE REQUIRED TO BE ELECTRONICALLY EXECUTED VIA THE INTERNET

THIS POOLING AGREEMENT ("Agreement"), effective _____, 2__, by and between RELIANT ENERGY GAS TRANSMISSION COMPANY ("Transporter") and _____ ("Pool Manager").

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1 - This Agreement shall be effective as of _____ and shall continue until the end of such Month, and Month-to-Month thereafter, unless and until terminated by either party upon ten (10) Days written notice (or electronically via the Internet as permitted or required by Transporter) to the other party. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder, and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive to the extent required.

Section 2 - Service hereunder shall be provided on a fully interruptible basis pursuant to Rate Schedule PS and this Agreement shall be subject to the provisions of such Rate Schedule as well as the General Terms and Conditions set forth in Transporter's Tariff (as on file and in effect from time to time), all of which by this reference are made a part hereof. All terms used in this Agreement with capital letters shall have the meanings ascribed to them in Transporter's Tariff.

Section 3 - Pool Manager shall pay to Transporter any and all charges, fees, taxes, assessments or surcharges provided for in Rate Schedule PS or otherwise in Transporter's Tariff.

Section 4 - Notices under this Agreement shall be in writing (or provided electronically via the Internet to the extent Transporter permits or requires) and shall be considered as having been given if hand-delivered or, if received, when mailed by U.S. Mail, postage prepaid, to Transporter at the addresses below, and to Pool Manager at the address below, until changed by either party by written notice.

Notices to Transporter:

Notices to Pool Manager:

Payments:

Notices: P.O. Box 21734
Shreveport, LA 71151 E-Mail: _____

Section 5 - Pool Manager agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

Section 6 - All modifications, amendments or supplements to the terms and provisions hereof shall be made by supplementary written (or electronic, to the extent Transporter permits or requires) consent of the parties.

Section 7 - This Agreement shall not be assigned by Pool Manager in whole or in part,

without
Transporter's prior written (or electronic) consent. In addition to all other rights and remedies,
Transporter
may terminate the Agreement immediately if it is assigned by Pool Manager to others contrary to the
provisions
hereof, whether the assignment be voluntary or by operation of law or otherwise. Subject to the above,
the
respective rights and obligations of the parties under the Agreement shall extend to and be binding upon
their
heirs, successors, assigns and legal representatives.

[Other provisions]

FOR WRITTEN AGREEMENTS:

POOL MANAGER

TRANSPORTER

By: _____

Title: _____

By: _____

Title: _____

FOR ELECTRONIC AGREEMENTS:

Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such
document)
the terms of this Agreement shall become effective.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

First Revised Sheet No. 507 First Revised Sheet No. 507 : Effective
Superseding: Original Sheet No. 507

FORM OF
POOLING SERVICE AGREEMENT
(continued)

EXHIBIT A
TO THE AGREEMENT
BETWEEN REGT AND

_____ DATED

Rate Schedule SBS service [specify applicable quantity(ies)]

[Maximum Advance Receipt Quantity _____ Dth]
[Maximum Advance Delivery Quantity _____ Dth]

1. Service shall be provided on a fully interruptible basis pursuant to Rate Schedule SBS and this Agreement shall be subject to the provisions of such Rate Schedule as well as the General Terms and Conditions of Transporter's Tariff (as on file and in effect from time to time), all of which by this reference are made part hereof.
2. Pool Manager shall pay to Transporter any and all rates, charges, fees, taxes, assessments or surcharges applicable to services provided under Rate Schedule SBS as provided for in said Rate Schedule or otherwise in Transporter's Tariff.

FOR WRITTEN AGREEMENTS:

SIGNED FOR IDENTIFICATION

DATE: _____

TRANSPORTER: _____

POOL MANAGER: _____

[SUPERSEDES EXHIBIT A DATED: _____]

FOR ELECTRONIC AGREEMENTS:

Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms of the Exhibit shall become effective.

Effective Date: 06/01/2002 Status: Effective
FERC Docket: RP00-482-003

First Revised Sheet No. 509 First Revised Sheet No. 509 : Effective
Superseding: Original Sheet No. 509

FORM OF PREDETERMINED ALLOCATION AGREEMENT
(continued)

General Terms and Conditions. The applicable provisions of this Agreement shall be suspended as necessary to allow Shippers utilizing the interconnection locations specified on Exhibit A to comply with any Operational Flow Order issued by REGT.

REGT shall have the right to terminate this Agreement immediately in the event that it deems PDA Operator's Imbalance at any time to be excessive and to take such other action as REGT may deem appropriate to alleviate such Imbalance. Either party shall have the right to terminate this Agreement at any time upon forty-eight (48) hours written notice or electronic notice via the Internet as permitted or required by REGT; provided, however, that termination shall not relieve either party of any obligations that might otherwise exist to cash-out or correct any Imbalance hereunder and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive to the extent required.

[Other Provisions]

RELIANT ENERGY GAS TRANSMISSION COMPANY

By:
Title:

PDA OPERATOR

By:
Title:

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-004

Substitute Second Revised Sheet No. 511 Substitute Second Revised Sheet No. 511 : Effective

Superseding: First Revised Sheet No. 511

PURSUANT TO THE PROVISIONS OF THIS TARIFF, THIS AGREEMENT IS TO BE EXECUTED VIA TRANSPORTER'S INTERNET WEB SITE.

TSA No. _____ RATE SCHEDULE PHS SERVICE AGREEMENT

THIS AGREEMENT is made effective as of the date below by and between RELIANT ENERGY GAS

TRANSMISSION

CORPORATION, a Delaware Corporation, hereinafter called "Transporter" and _____, a

[_____] Corporation], hereinafter called "Shipper." In consideration of the mutual covenants and agreements as herein

set forth, both Transporter and Shipper covenant and agree as follows:

1) TERM Effective Date: _____ End Date: _____

2) POINTS, SERVICE AND/OR QUANTITY

Wheeling

Maximum Quantity

---Dth/_____

Park _____

Maximum Aggregate Quantity

(MAQ Park) _____ Dth

[Maximum] [Minimum] Quantities

Loan _____

Maximum Aggregate Quantity

(MAQ Loan) _____ Dth

[Maximum] [Minimum]

Quantities

For Wheeling Services:

Description of Perryville Hub Points:

Receipt Points

Delivery Points

[Daily] [Hourly] Dth _____

[Daily] [Monthly] Dth _____

Rate (\$/Dth) _____

For Parking or Loaning Services:

Other TSA No(s) .:

Rate (\$/Dth): Activity _____ Inventory _____

Advance Fee (if any): _____

Points:

Parking ID No. Quantity (Dth/____) Removal of Parked Quantities Quantity (Dth/____) ID

No.

Date(s)

Loaning ID No. Quantity (Dth/____) Return of Loaned Quantities Quantity (Dth/____) ID

No.

Date(s)

Rates and Clarifications:

3) REGULATORY AUTHORITY Part 284 _____ Subpart B _____ Subpart G (check as applicable)

4) RATE

Unless Transporter agrees otherwise, Shipper shall pay, or cause to be paid, to Transporter each month for

all services provided hereunder the maximum applicable rate and any applicable Tariff penalties, charges,

fees or assessments. Shipper shall not at any time pay less than the minimum applicable Tariff rate.

5) ADDRESSES

For Notices to Shipper:

For Bills to Shipper:

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

E-mail: _____

E-mail: _____

For Notices to Transporter:

For Payments to Transporter:

Facsimile: _____

Transporter Nominations (other than electronic)

Transportation Services

Facsimile: _____

6) The General Terms and Conditions for this TSA are incorporated by reference into this TSA.

7) Other Provisions: Shipper shall provide and pay Delhi Fuel Use and LUFG allowances and charges to the

extent required by REGT's Tariff. In addition to the above amounts, Shipper shall pay any applicable

Tariff penalties, charges, fees or assessments. [The rates herein apply only to the services described

above, including without limitation, the quantities, points and dates, stated above. [Negotiated Rates apply per Section 12.3, GT&C of REGT's Tariff.]

FOR WRITTEN AGREEMENTS:

Please sign below and return this agreement to the fax number provided above. If Transporter does not receive a signed confirmation within forty-eight (48) hours of transmittal, but Shipper nominates and flows

gas consistent herewith, Shipper has accepted the terms hereof without changes. Transporter may void this

confirmation if not accepted by Shipper within forty-eight (48) hours.

[SHIPPER]

RELIANT ENERGY GAS TRANSMISSION COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FOR ELECTRONIC AGREEMENTS:

Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms hereof shall become effective.

Effective Date: 12/01/2002 Status: Pending
FERC Docket: RP02-196-003

Third Revised Sheet No. 511 Third Revised Sheet No. 511 : Pending

Superseding: Substitute Second Revised Sheet No. 511

PURSUANT TO THE PROVISIONS OF THIS TARIFF, THIS AGREEMENT IS TO BE EXECUTED VIA TRANSPORTER'S INTERNET WEB SITE.

TSA No. _____ RATE SCHEDULE PHS SERVICE AGREEMENT

THIS AGREEMENT is made effective as of the date below by and between RELIANT ENERGY GAS TRANSMISSION

CORPORATION, a Delaware Corporation, hereinafter called "Transporter" and _____, a

[_____] Corporation], hereinafter called "Shipper." In consideration of the mutual covenants and agreements as herein

set forth, both Transporter and Shipper covenant and agree as follows:

1) TERM Effective Date: _____ End Date: _____

2) POINTS, SERVICE AND/OR QUANTITY

Wheeling

Maximum Quantity

---Dth/_____

Park _____

Maximum Aggregate Quantity

(MAQ Park) _____ Dth

[Maximum] [Minimum] Quantities

Loan _____

Maximum Aggregate Quantity

(MAQ Loan) _____ Dth

[Maximum] [Minimum]

Quantities

For Wheeling Services:

Description of Perryville Hub Points:

Receipt Points

Delivery Points

[Daily] [Hourly] Dth _____

[Daily] [Monthly] Dth _____

Rate (\$/Dth) _____

For Parking or Loaning Services:

Other TSA No(s) : _____

Rate (\$/Dth): Activity _____ Inventory _____

Advance Fee (if any): _____

Points:

No.	Parking	ID No.	Quantity (Dth/___)	Removal of Parked Quantities	Quantity	(Dth/___)	ID
	Date(s)						

No.	Loaning	ID No.	Quantity (Dth/___)	Return of Loaned Quantities	Quantity	(Dth/___)	ID
	Date(s)						

Rates and Clarifications:

3) REGULATORY AUTHORITY Part 284 _____ Subpart B _____ Subpart G _____ (check as applicable)

4) RATE

Unless Transporter agrees otherwise, Shipper shall pay, or cause to be paid, to Transporter each month for

all services provided hereunder the maximum applicable rate and any applicable Tariff penalties, charges,

fees or assessments. Shipper shall not at any time pay less than the minimum applicable Tariff rate.

5) ADDRESSES

For Notices to Shipper:

For Bills to Shipper:

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

E-mail: _____

E-mail: _____

For Notices to Transporter:

For Payments to Transporter:

Facsimile: _____

Transporter Nominations (other than electronic)

Transportation Services

Facsimile: _____

6) The General Terms and Conditions for this TSA are incorporated by reference into this TSA.

7) Other Provisions: Shipper shall provide and pay Delhi Fuel Use and/or Wheeling LUGF allowances and charges to the extent required by REGT's Tariff. In addition to the above amounts, Shipper shall pay any

applicable Tariff penalties, charges, fees or assessments. [The rates herein apply only to the services

described above, including without limitation, the quantities, points and dates, stated above.

[Negotiated Rates apply per Section 12.3, GT&C of REGT's Tariff.]

FOR WRITTEN AGREEMENTS:

Please sign below and return this agreement to the fax number provided above. If Transporter does not receive a signed confirmation within forty-eight (48) hours of transmittal, but Shipper nominates and flows

gas consistent herewith, Shipper has accepted the terms hereof without changes. Transporter may void this

confirmation if not accepted by Shipper within forty-eight (48) hours.

[SHIPPER]

RELIANT ENERGY GAS TRANSMISSION COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FOR ELECTRONIC AGREEMENTS:

Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms hereof shall become effective.

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-317-000

Original Sheet No. 512 Original Sheet No. 512 : Effective

GENERAL TERMS AND CONDITIONS
ATTACHMENT TO RATE SCHEDULE PHS TSA

1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the General Terms and Conditions of the Tariff.

2. Transporter may terminate this Agreement if it relates to service under Section 311 of the Natural Gas Policy Act of 1978 ("NGPA") if it also terminates like service for others on a not unduly discriminatory basis which is consistent with applicable law and regulations.

3. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder.

Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.

4. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.

5. This Agreement shall be subject to the provisions of Rate Schedule PHS and any other applicable Rate Schedules, as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.

6. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.

7. For wheeling service, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on an interruptible basis a quantity of Gas up to the quantity or quantities authorized from time to time by Transporter.

8. For wheeling service, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Compressor Fuel retained to the extent required by the Tariff.

9. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.

10. Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

11. Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

12. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written or electronic consent of the parties.

Effective Date: 12/01/2002 Status: Pending
FERC Docket: RP02-196-003

First Revised Sheet No. 512 First Revised Sheet No. 512 : Pending
Superseding: Original Sheet No. 512

GENERAL TERMS AND CONDITIONS
ATTACHMENT TO RATE SCHEDULE PHS TSA

1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the General Terms and Conditions of the Tariff.
2. Transporter may terminate this Agreement if it relates to service under Section 311 of the Natural Gas Policy Act of 1978 ("NGPA") if it also terminates like service for others on a not unduly discriminatory basis which is consistent with applicable law and regulations.
3. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
4. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
5. This Agreement shall be subject to the provisions of Rate Schedule PHS and any other applicable Rate Schedules, as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
6. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
7. For wheeling service, subject to the provisions of the Tariff and this Agreement, Transporter shall receive, transport, and deliver, for the account of Shipper for the purposes contemplated herein, on an interruptible basis a quantity of Gas up to the quantity or quantities authorized from time to time by Transporter.
8. For wheeling service, Gas shall be (i) tendered to Transporter for transportation hereunder at the Point(s) of Receipt and (ii) delivered by Transporter after transportation to Shipper, or for Shipper's account, at the Point(s) of Delivery on the terms and at the points shown in this Agreement. Subject to the provisions of the Tariff, Transporter shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Shipper, less Delhi Fuel Use and/or Wheeling LUFG retained to the extent required by the Tariff.
9. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by

operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.

10. Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.

11. Shipper agrees that any representations and agreements contained in any credit application submitted in connection with this service shall be incorporated herein by reference and made a part hereof.

12. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written or electronic consent of the parties.

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-317-000

Original Sheet Nos. 513 - 521 Original Sheet Nos. 513 - 521 : Effective

Sheet Nos. 513 through 521
are reserved for future use.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP00-482-003

First Revised Sheet Nos. 522 - 525 First Revised Sheet Nos. 522 - 525 : Effective
Superseding: Original Sheet No. 522

Sheet Nos. 522 - 525
are reserved for future use.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 60-000

Second Revised Sheet No. 526 Second Revised Sheet No. 526 : Effective
Superseding: First Revised Sheet No. 526

ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, _____, by and between _____, a _____ [specify corporation or other entity type], with offices at _____ and _____, a _____, [specify corporation or other entity type] with offices at _____ (collectively, the "parties").

RECITALS

WHEREAS, the parties desire to facilitate transactions, reports and other information exchanged by electronically transmitting and receiving data in agreed formats; and

WHEREAS, the parties desire to assure that such transactions are not legally invalid or unenforceable

as a result of the use of available electronic technologies for the mutual benefit of the parties; and

WHEREAS, the parties desire to enter into this Agreement to govern their relationship with respect to computer to computer exchange of information, also known as Electronic Data Interchange ("EDI") transactions.

NOW THEREFORE, in consideration of the premises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Prerequisites

1.1 Data Communications. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Exhibit(s), as such Exhibit(s) may be revised by written agreement (collectively "Documents"). Any transmission of data which is not a Document, a Functional Acknowledgment, an electronic delivery mechanism error notification, or a time-stamp receipt response or record (collectively "Data Communications") shall have no force or effect between the parties. All Data Communications shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Exhibit(s). The Exhibit(s) to this Agreement is(are) attached hereto. Any modification of the provisions contained in the body of this Agreement will be effective as set forth in the Exhibit(s).

1.2. Third Party Service Providers

1.2.1 Data Communications will be transmitted electronically to each party as specified in the Exhibit(s), either directly or through any third party service provider ("Provider") with whom either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice to the other party.

1.2.2 Each party shall be responsible for the costs of any Provider with whom it contracts, unless otherwise set forth in the Exhibit(s). Each party shall be responsible for services needed to carry out its responsibilities under this agreement.

1.2.3 Notwithstanding the acts or omissions of its Provider, for purposes of this Agreement, each party is responsible for transmitting, receiving, storing or handling Data Communications to the extent required to effectuate transactions pursuant to Section 2.

1.3 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit Data Communications to, and receive Data Communications from the parties' respective Receipt Computers.

1.4 Security Procedures

1.4.1 Each party shall use those security procedures specified in the Wholesale Gas Quadrant of the North American Energy Standards Board ("NAESB") standards and the Exhibit(s). The manner in which public encryption keys are to be changed and/or exchanged will be specified in the Exhibit(s).

Security Key Exchanges. The parties shall maintain a public key used to facilitate secure electronic communication. The parties shall change their public key as set forth in the Exhibit(s). However, in emergency situations in which it is necessary to change a key immediately, each party shall provide the other party with immediate notice of the change. Each party shall provide to the other its public key by either: (a) a certified or receipt mail service using a diskette with the public key contained in an ASCII text file; or, (b) an electronic simple mail transfer protocol ("SMTP") mail message with the public key contained in the body. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key by phone or by other comparable means.

1.5 Signatures. Each party shall adopt as its signature private keys which shall be applied to each document transmitted by such party ("Digital Signature "). Such Digital Signature, when decrypted by the receiving party, will be used to authenticate the identity of the sender.

First Revised Sheet No. 527 First Revised Sheet No. 527 : Effective
Superseding: Original Sheet No. 527

Section 2. Transmissions

2.1 Proper Receipt

2.1.1 Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in the Exhibit(s), as evidenced by the receipt by sending party of the HTTP response initiated by receiving party. The HTTP response shall specify the date and time of receipt of a Document at the receiving Internet server (also called "time-c"). No Document shall have any effect if the HTTP response is not received by sending party, or if the HTTP response indicates an error.

2.1.2 The "Receipt Computer" shall be defined in the Exhibit(s) as the receiving party's Uniform Resource Locator ("URL"), which describes the protocols which are needed to access the resources and point to the appropriate Internet locations. Where the parties employ the services of Providers to transmit and receive Documents, the Receipt Computer shall be defined in the Exhibit(s) as the receiving party's URL provided by the receiving party's Provider.

2.2 Digital Signature Verification and Decryption. Upon proper receipt of any Document, the receiving party shall attempt to decrypt the Document and verify the digital signature of the sending party. If the Document is verified and the decryption is successful, the receiving party shall transmit a Functional Acknowledgment in return. If the Document is verified and the decryption is unsuccessful, the receiving party shall send the applicable error message to the sending party. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party.

2.3 Functional Acknowledgment and Response Document

2.3.1 For the purposes of this Agreement, a "Functional Acknowledgment" means an ASC X12 Transaction Set 997 which confirms a Document has been received and whether all required portions of the Document are syntactically correct or not, but which does not confirm the substantive content(s) of the related Document.

2.3.2 If the Functional Acknowledgment indicates an error, neither party shall rely on the Document. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party. If the Functional Acknowledgment does not indicate any error, the Functional Acknowledgment shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.3 If there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Functional Acknowledgment, the sending party's records of the contents of the Document shall control, unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.4 By mutual agreement, the parties may designate in the Exhibit(s) a "Response Document" Transaction Set as a substitute for or in addition to an ASC X12 Transaction Set 997. A Response Document confirms that a Document has been received, and whether all required portions of the Document are syntactically correct, and contains data sent by the receiving party to the sending party in response to the substantive content of the related Document.

2.3.5 If the Response Document indicates an error, neither party shall rely on the Document or portion of the Document which is in error, if known. The sending party shall attempt to correct the

errors and promptly retransmit the Document or applicable portion or otherwise contact the receiving party. If the Response Document does not indicate any error, the Response Document shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.6 If the parties have mutually agreed to the use of a Response Document, and if there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Response Document, the sending party's records of the contents of the Document shall control unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.7 Retransmissions. If the sending party of a Document has not received a corresponding functional acknowledgment or response document within the time frame indicated in the Exhibit(s), the sending party shall retransmit the Document and such Document shall be considered a new transmission for purposes of Section 2.

Effective Date: 09/20/1999 Status: Effective

FERC Docket: RP99-473-000

First Revised Sheet No. 528 First Revised Sheet No. 528 : Effective

Superseding: Original Sheet No. 528

Section 3. Terms

3.1 Transaction Terms and Conditions. This Agreement is intended to facilitate Data Communications between the parties concerning the transactions related to transportation or sales conducted pursuant to underlying written agreements. In the event of conflict between this Agreement and the subject underlying written agreement(s), the terms and conditions of the underlying agreement(s) shall control.

3.2 Terms and Conditions of Reports and Other Information. In the absence of any other written agreement applicable to reports and other information transmitted pursuant to this Agreement, such reports and other information shall be subject to:

[A] those terms and conditions, including any terms for payment, included in the Exhibit(s); and

[B] such additional terms and conditions as may be determined in accordance with applicable law.

3.3 Change in Terms and Conditions. Notwithstanding Section 4.1 of this Agreement, if any party determines that Data Communications under this Agreement are altered by a subsequent change to a party's tariff or obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate notice defining which Data Communications under this Agreement are affected, and the reasons therefore, and may provide notice of termination of this Agreement as provided in Section 4.8, effective immediately upon receipt of such notice by the other party to this Agreement.

3.4. Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Section 1.5 or in the Exhibit(s), by written agreement between the parties, or by applicable law.

3.5. Validity: Enforceability

3.5.1 This Agreement has been executed by the parties to evidence their mutual intent to be bound by the terms and conditions set forth herein relating to the electronic transmission and receipt of Data Communications.

3.5.2 Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which there is applied, a Digital Signature ("Signed Documents") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.5.3 The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

Effective Date: 09/20/1999 Status: Effective
FERC Docket: RP99-473-000

First Revised Sheet No. 529 First Revised Sheet No. 529 : Effective
Superseding: Original Sheet No. 529
Section 4. Miscellaneous

4.1 Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to an EDI transaction; further provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

4.2 Severability. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.3 Entire Agreement. This Agreement and the Exhibit(s) constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement.

4.4 No Third Party Beneficiaries. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties, their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the parties hereto and no other party shall have any right, claim or action as a result of this Agreement.

4.5 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of _____ [specify state, commonwealth, province, etc.] of _____, excluding any conflict-of-law rules and principles of that jurisdiction which would result in reference to the laws or law rules of another jurisdiction.

4.6 Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any documents and which, by the exercise of due diligence, such party is unable to prevent or overcome.

4.7 Exclusion of Certain Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Data Communications pursuant to this Agreement, even if either party has been advised of the possibility of such damages and REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware arising from Data Communications under this Agreement shall be set forth in the Exhibit(s).

4.8 Notices. All notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, or by other methods specified in the Exhibit(s) to the addressee party at such party's address as set forth in the Exhibit(s). Either party may change

its
address for the purpose of notice hereunder by giving the other party no less than five days prior
written
notice of such new address in accordance with the preceding provisions.

4.9 Assignment. This Agreement may not be assigned or transferred by either party without the prior
written approval of the other party, which approval shall not be unreasonably withheld; provided, any
assignment
or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be
permitted
without prior consent if such party assumes this Agreement.

4.10 Waivers. No forbearance by any party to require performance of any provisions of this Agreement
shall
constitute or be deemed a waiver of such provision or the right thereafter to enforce it.

4.11 Counterparts. This Agreement may be executed in any number of original counterparts all of which
shall
constitute one and the same instrument.

Effective Date: 09/20/1999 Status: Effective

FERC Docket: RP99-473-000

First Revised Sheet No. 530 First Revised Sheet No. 530 : Effective

Superseding: Original Sheet No. 530

4.12 Reference Glossary. This section lists each defined term in this Agreement and cross references that

term to its definition in the Agreement.

DEFINED TERM	WHERE DEFINED
Agreement	Header
Data Communications	Section 1.1
Digital Signature	Section 1.5
Documents	Section 1.1
Electronic Data Interchange, EDI	Recital
Functional Acknowledgment	Section 2.3.1
parties	Header
Provider	Section 1.2.1
Receipt Computer	Section 2.1.2
Response Document	Section 2.3.4
Signed Documents	Section 3.5.2
time-c	Section 2.1.1
Uniform Resource Locator, URL	Section 2.1.2

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

Company Name: _____
By: _____
Name: _____
Title: _____

Company Name: _____
By: _____
Name: _____
Title: _____

Effective Date: 09/20/1999 Status: Effective

FERC Docket: RP99-473-000

First Revised Sheet No. 531 First Revised Sheet No. 531 : Effective

Superseding: Original Sheet No. 531

EXHIBIT

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED

TO BE EFFECTIVE (date)

1. Contact Information:

Company Name: _____
Street Address: _____
City: _____
State/Province/Commonwealth: _____
Zip/Postal Code: _____
Attention [Name, Title]: _____
Phone: _____ Fax: _____ E-mail Address: _____
Legal Entity Common Code (D-U-N-S (Number): _____

Company Name: _____
Street Address: _____
City: _____
State/Province/Commonwealth: _____
Zip/Postal Code: _____
Attention [Name, Title]: _____
Phone: _____ Fax: _____ E-mail Address: _____
Legal Entity Common Code (D-U-N-S (Number): _____

2. Special Allocation Costs if Any: _____

(A registered trademark of Dun & Bradstreet Corporation)

Effective Date: 09/20/1999 Status: Effective

FERC Docket: RP99-473-000

First Revised Sheet No. 532 First Revised Sheet No. 532 : Effective

Superseding: Original Sheet No. 532

EXHIBIT

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (date)

3. Communication Specifics:

Company Name: _____

EDI Contact Phone Number: _____

Provider Name: _____

Receipt Computer URL (include host name or IP address, any non standard port, directory and program name as necessary): _____

Basic Authentication Userid: _____

Basic Authentication Password: _____

HTTP to/from Tag: _____

Is the "transaction set" supported in the HTTP envelope (Yes/No)? _____

Company Name: _____

EDI Contact Phone Number: _____

Provider Name: _____

Receipt Computer URL (include host name or IP address, any non standard port, directory and program name as necessary): _____

Basic Authentication Userid: _____

Basic Authentication Password: _____

HTTP to/from Tag: _____

Is the "transaction set" supported in the HTTP envelope (Yes/No)? _____

[Parties should execute a separate Exhibit for each different URL.]

FERC Docket: RP03- 60-000

First Revised Sheet No. 533 First Revised Sheet No. 533 : Effective
Superseding: Original Sheet No. 533

EXHIBIT _____

ELECTRONIC DATA INTERCHANGE TRADING PARTNER

AGREEMENT

DATED _____

TO BE EFFECTIVE _____ (DATE)

4. Transaction Sets:

Complete table for all applicable transaction sets (Refer to the NAESB Home Page (www.naesb.org) for the current list of transaction set numbers and document names).

SENDING PARTY'S

RECEIVING PARTY'S

TRANSACTION	NATURAL GAS	ISA			ISA		
Functional							
SET NUMBER	DOCUMENT NAME	Qualifier	ISA ID	GS ID	Qualifier	ISA ID	GS ID
Acknowledgment		Frame (minutes)					

(FA) Or Response

document (RD) Supported?

[illegible]

Effective Date: 09/20/1999 Status: Effective

FERC Docket: RP99-473-000

Original Sheet No. 534 Original Sheet No. 534 : Effective

EXHIBIT

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED

TO BE EFFECTIVE (date)

5. Standards and Industry Guidelines: (Specify all applicable standards, issuing organizations, and published industry guidelines.)

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the transaction(s) contained in this Exhibit(s). The mutually agreed provisions of this Exhibit(s) shall control in the event of any conflict with any listed industry guidelines.

6. Security Procedures: (Define security procedures, including but not limited to encryption, authentication, and PGP version.)

6.1 Public Encryption Key Exchange Procedures:

- a) Contact for public encryption key exchange (emergency and scheduled)
- b) Method of contact and related information (phone number and/or e-mail address)
- c) Chosen electronic method of key exchange
- d) Scheduled public encryption key exchange procedures including frequency
- e) Emergency public encryption key exchange procedures
- f) Verification procedures to confirm appropriate exchange of public encryption keys
- g) Other

Effective Date: 09/20/1999 Status: Effective

FERC Docket: RP99-473-000

Original Sheet No. 535 Original Sheet No. 535 : Effective

EXHIBIT

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

DATED

TO BE EFFECTIVE (date)

7. Terms and Conditions: (If no special terms and conditions have been agreed upon, enter "None.")

8. Data Retention: (If no special data retention procedures have been agreed upon, enter "None.")

9. Limitation on Direct Damages: (If no limitation has been agreed upon, enter "None.")

10. Confidential Information: (See Section 3.4 If no limitation has been agreed upon, enter "None.")

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

Company Name: _____

Company Name: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 536 - 599 Original Sheet No. 536 - 599 : Effective

Sheet Nos. 536 through 599
are reserved for future use.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 600 Original Sheet No. 600 : Effective

Statement of Negotiated Rates

Shipper Name Delivery Point(s) ----- -----	Contract Number Rate ----- -----	Rate Schedule -----	Contract Demand -----	Receipt Point(s) -----	
Duke Energy Fuels, L.P. @ Perryville	1002198 See Formula below	FT	50,000	UPRC @ Carthage- Line ST-1A	TGT
Trunkline @ Richland					
SONAT @ Perryville					ANR
@ Perryville					TET
@ West Monroe					
Tennessee 100 @ Perryville					
Tennessee 800 @ Perryville					

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report (Index Prices (1), (2), and (4)) and the Gas Daily Price Guide (Index Price (3)) for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price

The unit rate per Dth of Contract Demand shall be obtained by dividing by 2 the sum of Price A and Price B, each of which is calculated as follows.

Price A: Index Spread A shall be (a) the difference between the Index Prices specified in (1) and (2) below, less (b) the Compressor Fuel Value.
The Compressor Fuel Value for Index Spread A shall be calculated by multiplying the applicable Compressor Fuel percentage, as authorized and in effect from time to time by Transporter's Tariff, times the Index Price set forth in (1) below.

- (1) NorAm Gas Transmission (East)
- (2) Texas Gas Transmission, Zone 1

If Index Spread A is less than or equal to \$0.08, Price A shall be \$0.05. If Index Spread A is greater than \$0.08, or less than or equal to \$0.155, then Price A shall be (a) the difference between Index Spread A and \$0.08, multiplied by (b) Eighty Percent (80%), plus \$0.05. If Index Spread A is greater than \$0.155, then Price A shall be (a) the difference between Index Spread A and \$0.155 multiplied by (b) Fifty Percent (50%), plus \$0.11.

Price B: Index Spread B shall be (a) the difference between the Index Prices specified in (3) and (4) below, less (b) the Compressor Fuel Value. The Compressor Fuel Value for Index Spread B shall be calculated by multiplying the applicable Compressor Fuel percentage, as authorized and in effect from time to time by Transporter's Tariff, times the Index Price set forth in (3) below.

- (3) Carthage Hub
- (4) Texas Gas Transmission, Zone 1

If Index Spread B is less than or equal to \$0.08, Price B shall be \$0.0525. If Index Spread B is greater than \$0.08, or less than or equal to \$0.1519, then Price B shall be (a) the difference between Index Spread B and \$0.08, multiplied by (b) Eighty Percent (80%), plus \$0.0525. If Index Spread B is greater than \$0.1519, then Price B shall be (a) the difference between Index Spread B and \$0.1519 multiplied by (b) Fifty Percent (50%), plus \$0.11.

In any event, however, the unit rate per Dth of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate. Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the applicable maximum Tariff rate or the applicable formula unit rate.

Effective Date: 09/01/2001 Status: Effective
 FERC Docket: RP01-502-000

Original Sheet No. 601 Original Sheet No. 601 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule	Contract Demand 8/ Rate 3/ 4/ 5/ 6/ 7/	Receipt Point(s)	Delivery
-----	-----	-----	-----	-----	-----
Enesco, Inc. point of interconnection	1001153	FT	3,000 Dth	South Pooling Area	At the
REGT's transmission		\$0.2618/Dth (through March 31, 2002)		North Pooling Area	between
and the facilities of		\$0.2318/Dth (for remainder of term)		Neutral Pooling Area	facilities
Energy Arkla, a division				West 2 Pooling Area	Reliant
Energy Resources, Corp,				West 1 Pooling Area 1/	of Reliant
Dorado, AR where deliveries					near El
for the account of Shipper					are made

1/ The only eligible receipts from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction.

3/ Rates shown expressed as unit rates calculated on assumed 100% load factor basis; Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated (on an assumed 100% load factor unit basis) by subtracting minimum applicable Commodity Rate from unit rate.

4/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to cap collections at maximum rate (subject to deferred account procedure) or convert agreement to maximum rates; Shipper will have termination right if maximum greater than Negotiated Rates.

5/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any contracting member of the AGC, then Shipper shall continue to pay the agreed-to rates.

6/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

7/ To be eligible for the above rates at any time during the term of rate agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the rate agreement

8/ Shipper shall have a one-time right to reduce the Contract Demand levels specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of rate agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 602 Original Sheet No. 602 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)
Delivery Point(s)	2/ 12/	Rate 3/ 4/ 5/ 6/ 11/ 12/		
Arkansas Aluminum	1000671	FT	1,550 Dth/D	1/
Shipper's Plant		\$.2618/Dth (through 3/31/02)		
Alloys, Inc.				
226839		\$.2318/Dth (remainder of term)		

DRN No.

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Delivery Point (Shipper's plant) located beyond Transporter's facilities on distribution system of Reliant Energy Arkla ("Arkla"), a division of Reliant Energy Resources Corp., and Transporter arranges for such deliveries through Arkla; Shipper may change Delivery Point to Arkla city gate and/or to a direct tap on Transporter's system (if requested and approved in accordance with Tariff and Shipper reimburses for costs incurred). Failure of Arkla to receive and/or deliver gas constitutes force majeure if Delivery Point not changed.

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates. If Shipper, AGC or contracting AGC member initiates, directly or indirectly, or supports proceeding to challenge REGT rates, REGT has option to require change in Delivery Point to city gate point.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ As long as Delivery Point remains behind Arkla, Shipper pays, in addition to all other rates and charges, \$.065/Dth (plus any increases by Arkla during term whether due to change from volumetric to demand charge or otherwise) for all deliveries plus all fuel, fees, penalties, gas retentions and/or imbalance, overrun or other such charges imposed by Arkla; if Transporter not allowed to charge or collect the above agreed-to amounts, then Transporter may adjust (including retroactively) any of the rates and charges otherwise applicable under TSA to extent required to collect full amounts

intended.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 602A Original Sheet No. 602A : Effective

STATEMENT OF NEGOTIATED RATES
(continued)

Shipper Name Point(s) 2/ 12/ -----	Contract Number Rate 3/ 4/ 5/ 6/ 11/ 12/ -----	Rate Schedule -----	Contract Demand 8/ -----	Receipt Point(s) -----	Delivery
Arkansas Aluminum Shipper's Plant Alloys, Inc. 226839	1000671	FT \$.2618/Dth (through 3/31/02) \$.2318/Dth (remainder of term)	1,550 Dth/D	1/	DRN No.

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 603 Original Sheet No. 603 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)
Delivery Point(s)	2/ 12/	Rate 3/ 4/ 5/ 6/ 11/ 12/		
Arkansas Steel	1000198	FT	1,500 Dth/D	1/
Shipper's Plant		\$.2618/Dth (through 3/31/02)		
Associates				
227166		\$.2318/Dth (remainder of term)		

DRN No.

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Delivery Point (Shipper's plant) located beyond Transporter's facilities on distribution system of Reliant Energy Arkla ("Arkla"), a division of Reliant Energy Resources Corp., and Transporter arranges for such deliveries through Arkla; Shipper may change Delivery Point to Arkla city gate and/or to a direct tap on Transporter's system (if requested and approved in accordance with Tariff and Shipper reimburses for costs incurred). Failure of Arkla to receive and/or deliver gas constitutes force majeure if Delivery Point not changed.

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates. If Shipper, AGC or contracting AGC member initiates, directly or indirectly, or supports proceeding to challenge REGT rates, REGT has option to require change in Delivery Point to city gate point.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that

Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ As long as Delivery Point remains behind Arkla, Shipper pays, in addition to all other rates and charges, \$.065/Dth (plus any increases by Arkla during term whether due to change from volumetric to demand charge or otherwise) for all deliveries plus all fuel, fees, penalties, gas retentions and/or imbalance, overrun or other such charges imposed by Arkla; if Transporter not allowed to charge or collect the above agreed-to amounts, then Transporter may adjust (including retroactively) any of the rates and charges otherwise applicable under TSA to extent required to collect full amounts intended.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 603A Original Sheet No. 603A : Effective

STATEMENT OF NEGOTIATED RATES
(continued)

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)	Delivery
Point(s) 2/ 12/	Rate 3/ 4/ 5/ 6/ 11/ 12/				
Arkansas Steel Plant	1000198	FT	1,500 Dth/D	1/	Shipper's
Associates					DRN No.
227166					
	\$.2618/Dth (through 3/31/02)				
	\$.2318/Dth (remainder of term)				

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 604 Original Sheet No. 604 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 3/ 4/ 5/ 6/	Contract Demand 7/	Receipt Point(s)	Delivery
Bibler Bros. of interconnection Lumber Co. REGT's transmission and the facilities of Energy Arkla, a division Energy Resources, Corp, Russellville, AR where deliveries the account of Shipper	1001227	FT \$0.205/Dth (expressed as unit rate at an assumed 100% load factor)	1,500 Dth	South Pooling Area North Pooling Area Neutral Pooling Area West 2 Pooling Area West 1 Pooling Area 1/	At the point between facilities Reliant of Reliant near are made for

1/ The only eligible receipts from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction.

3/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to cap collections at maximum rate (subject to deferred account procedure) or convert agreement to maximum rates; Shipper will have termination right if maximum greater than Negotiated Rates.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any contracting member of the AGC, then Shipper shall continue to pay the agreed-to rates.

5/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

6/ To be eligible for the above rates at any time during the term of rate agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the rate agreement. Agreed-to rates shall apply if CD increased per Tariff to meet plant requirements.

7/ Shipper shall have a one-time right to reduce the Contract Demand levels specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

8/ For the term of rate agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

Effective Date: 07/01/2002 Status: Effective
 FERC Docket: RP96-200-084

First Revised Sheet No. 605 First Revised Sheet No. 605 : Effective
 Superseding: Original Sheet No. 605

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s) 2/	Contract Number Rate 3/ 4/ 5/ 6/	Rate Schedule 5/ 6/	Contract Demand 8/	Receipt Point(s)	Delivery
Columbian Chemicals Shipper's facility located Company on Transporter's	1000506 \$0.2618/Dth (through 1/31/02) \$0.2318/Dth (remainder of term)	FT	100 Dth/D	1/	directly
transmission line in Union					
near El Dorado, AR.					County,
					DRN No.
158969					

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools), excluding any points west or south of Custer, Oklahoma.

2/ Unless otherwise provided, to be eligible for the rates Shipper shall not change the Delivery Point under TSA(s) during the term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects leveled billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed upon rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$0.2828/Dth (through 3/31/02), \$0.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 606 Original Sheet No. 606 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand	Receipt Point(s)
Delivery Point(s)		2/ Rate	3/ 4/ 5/ 6/	
Cooper Tire and point of inter-Rubber Company connection between the facilities of REGT and Energy Arkla, a of Reliant Energy Corp., near Dorado, AR where deliveries for the account of DRN No. 282357	1002577	FT \$.2618/Dth (through 3/31/02) \$.2318/Dth (remainder of term) HFT 11/ \$.2828/Dth (through 3/31/02) \$.2528/Dth (remainder of term)	300 Dth/D 8/ 100 Dth/D 12/	South Pooling Area 1/ At the Reliant Division Resources El are made Shipper.

- 1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.
- 2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point during term (through March 31, 2007).
- 3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis; for HFT, assumed 100% load factor unit rate shown based on aggregate hourly CD's for Day. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.
- 4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.
- 5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).
- 6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.
- 7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.
- 8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.
- 9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.
- 10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading

regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing. 11/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction. Shipper elected up-front uniform service period of December - February of each contract year through 2007.

12/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 607 Original Sheet No. 607 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery
Point(s) 2/ 12/		Rate 3/ 4/ 5/ 6/ 11/ 12/			
Cooper Tire and Shipper's Plant (Texarkana) Rubber Company 150993	1000181	FT \$.2618/Dth (through 3/31/02) HFT 13/ \$.2318/Dth (remainder of term)	1,800 Dth/D 8/ 300 Dth/D 14/	South Pooling Area 1/	DRN No.

\$.2828/Dth (through 3/31/02)

\$.2528/Dth (remainder of term)

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Delivery Point (Shipper's plant) located beyond Transporter's facilities on distribution system of Reliant Energy Arkla ("Arkla"), a division of Reliant Energy Resources Corp., and Transporter arranges for such deliveries through Arkla; Shipper may change Delivery Point to Arkla city gate and/or to a direct tap on Transporter's system (if requested and approved in accordance with Tariff and Shipper reimburses for costs incurred). Failure of Arkla to receive and/or deliver gas constitutes force majeure if Delivery Point not changed.

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects leveled billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates. If Shipper, AGC or contracting AGC member initiates, directly or indirectly, or supports proceeding to challenge REGT rates, REGT has option to require change in Delivery Point to city gate point.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that

Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ As long as Delivery Point remains behind Arkla, Shipper pays, in addition to all other rates and charges, \$.065/Dth (plus any increases by Arkla during term whether due to change from volumetric to demand charge or otherwise) for all deliveries plus all fuel,

fees, penalties, gas retentions and/or imbalance, overrun or other such charges imposed by Arkla; if Transporter not allowed to charge or collect the above agreed-to amounts, then Transporter may adjust (including retroactively) any of the rates and charges otherwise applicable under TSA to extent required to collect full amounts intended.

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FERC Docket: RP01-502-000

Original Sheet No. 607A Original Sheet No. 607A : Effective

STATEMENT OF NEGOTIATED RATES
(continued)

Contract	Rate		Receipt		
Shipper Name	Number	Schedule	Contract Demand	Point(s)	Delivery
Point(s) 2/ 12/		Rate 3/ 4/ 5/ 6/ 11/ 12/			
Cooper Tire and Shipper's Plant (Texarkana) Rubber Company 150993	1000181	FT \$.2618/Dth (through 3/31/02) HFT 13/ \$.2318/Dth (remainder of term)	1,800 Dth/D 8/ (through 3/31/02) 300 Dth/D 14/	South Pooling Area 1/	DRN No.
		\$.2828/Dth (through 3/31/02)			
		\$.2528/Dth (remainder of term)			

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

13/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction. Shipper elected up-front uniform service period of December - February of each contract year through 2007.

14/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 608 Original Sheet No. 608 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s) 2/ -----	Contract Number -----	Rate Schedule 3/ 4/ 5/ 6/ -----	Contract Demand	Receipt Point(s) -----	Delivery
Cross Oil Refining facilities & Marketing, Inc. directly on	1000182 \$.2618/Dth	FT (through 1/31/02)	3,200 Dth/D 8/	1/	Shipper's located
transmission	1002829 \$.2728/Dth	FT 11/ (through 3/31/02)	75 Dth/D		Transporter's Line HM-18,
near Smackover,	\$.2428/Dth	(remainder of term)			
County, AR.	\$.2828/Dth	HFT 12/ (through 3/31/02)	250 Dth/D 13/		in Union
151005	\$.2528/Dth	(remainder of term)			DRN No.

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools), excluding any points west or south of Custer, Oklahoma.

2/ Unless otherwise provided, to be eligible for the rates Shipper shall not change the Delivery Point under TSA(s) during the term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis; for HFT, assumed 100% load factor unit rates shown based on aggregate hourly CD's for Day. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed upon rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that

Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing

11/ Service contracted for recurring periods (April - October) of each year through 2006.

12/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction.

Shipper elected up-front uniform service period of December 15 - March 15 of each contract year through

2007.

13/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

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FERC Docket: RP01-502-000

Original Sheet No. 609 Original Sheet No. 609 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s) 2/ -----	Contract Number Rate 3/ 4/ 5/ 6/ -----	Rate Schedule -----	Contract Demand 8/ -----	Receipt Point(s) -----	Delivery -----
El Dorado Chemical facility located Company Transporter's	1000184 \$.2618/Dth \$.2318/Dth (remainder of term)	FT (through 1/31/02)	1,800 Dth/D	1/	Shipper's directly on

transmission line in Union

County,

158970

DRN No.

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools), excluding any points west or south of Custer, Oklahoma.

2/ Unless otherwise provided, to be eligible for the rates Shipper shall not change the Delivery Point under TSA(s) during the term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed upon rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that

Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

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Original Sheet No. 610 Original Sheet No. 610 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)
Delivery Point(s)	2/ 12/	Rate 3/ 4/ 5/ 6/ 11/ 12/		
-----	-----	-----	-----	-----
GEO Specialty	1000662	FT	800 Dth/D	1/
Shipper's Plant		\$.2618/Dth (through 3/31/02)		
Chemicals Inc.				
No. 282346		\$.2318/Dth (remainder of term)		

DRN

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Delivery Point (Shipper's plant) located beyond Transporter's facilities on distribution system of Reliant Energy Arkla ("Arkla"), a division of Reliant Energy Resources Corp., and Transporter arranges for such deliveries through Arkla; Shipper may change Delivery Point to Arkla city gate and/or to a direct tap on Transporter's system (if requested and approved in accordance with Tariff and Shipper reimburses for costs incurred). Failure of Arkla to receive and/or deliver gas constitutes force majeure if Delivery Point not changed.

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. (AGC) or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates. If Shipper, AGC or contracting AGC member initiates, directly or indirectly, or supports proceeding to challenge REGT rates, REGT has option to require change in Delivery Point to city gate point.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ As long as Delivery Point remains behind Arkla, Shipper pays, in addition to all other rates and charges, \$.065/Dth (plus any increases by Arkla during term whether due to change from volumetric to demand charge or otherwise) for all deliveries plus all fuel, fees, penalties, gas retentions and/or imbalance, overrun or other such charges imposed by Arkla; if Transporter not allowed to charge or collect the above agreed-to amounts, then Transporter may adjust (including retroactively)

any of the rates and charges otherwise applicable under TSA to extent required to collect full amounts intended.

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FERC Docket: RP01-502-000

Original Sheet No. 610A Original Sheet No. 610A : Effective

STATEMENT OF NEGOTIATED RATES
(continued)

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)
Delivery Point(s) 2/ 12/		Rate 3/ 4/ 5/ 6/ 11/ 12/		
-----	-----	-----	-----	-----
GEO Specialty	1000662	FT	800 Dth/D	1/
Shipper's Plant		\$.2618/Dth (through 3/31/02)		
Chemicals Inc.				
No. 282346		\$.2318/Dth (remainder of term)		

DRN

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

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Original Sheet No. 611 Original Sheet No. 611 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule	Contract Demand 7/ 3/ 4/ 5/ 6/	Receipt Point(s)	Delivery
Great Lakes	1000187	FT	9,200 Dth (through	South Pooling Area	The following
Great Lakes plants	\$0.225/Dth	(2/1/01 - 3/31/02)	3/31/01)	North Pooling Area	located in or
Chemical Corp.	\$0.215/Dth	(4/1/02 - 3/31/07)	5,500 Dth (for	Neutral Pooling Area	Union County,
near El Dorado,			remainder of term)	West 2 Pooling Area	South Plant DRN
AR:				West 1 Pooling Area 1/	Marysville Plant
No. 265733					Central Plant
DRN No. 158932					
DRN No. 265732					

1/ The only eligible receipts from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction.

3/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to cap collections at maximum rate (subject to deferred account procedure) or convert agreement to maximum rates; Shipper will have termination right if maximum greater than Negotiated Rates.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC, then Shipper shall continue to pay the agreed-to rates.

5/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand .

6/ To be eligible for the above rates at any time during the term of rate agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the rate agreement. Agreed-to rates shall apply if CD increased per Tariff to meet plant requirements.

7/ Shipper shall have a one-time right to reduce the Contract Demand levels specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

8/ For the term of rate agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

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Original Sheet No. 612 Original Sheet No. 612 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand	Receipt Point(s)
Delivery Point(s)	2/	Rate 3/ 4/ 5/ 6/		
Norandal USA, point of inter-connection between the facilities of REGT and Energy Arkla, a Division of Reliant Energy Resources Corp., near Newport, AR where deliveries made for the account of Shipper.	1001159	FT \$.2618/Dth (through 3/31/02) \$.2318/Dth (remainder of term) HFT 11/ \$.2828/Dth (through 3/31/02) \$.2528/Dth (remainder of term)	450 Dth/D 8/ 150 Dth/D 12/	1/ At the Reliant

- 1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.
- 2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point during term (through March 31, 2007).
- 3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis; for HFT, assumed 100% load factor unit rate shown based on aggregate hourly CD's for Day. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.
- 4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.
- 5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).
- 6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.
- 7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.
- 8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.
- 9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.
- 10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading

regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction. Shipper elected up-front uniform service period of December - February of each contract year through 2007.

12/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

FERC Docket: RP01-502-000

Original Sheet No. 613 Original Sheet No. 613 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)	Delivery
Point(s)2/	Rate 3/ 4/ 5/ 6/				
Producers Rice Mill, point of inter-connection between the facilities of REGT and Energy Arkla, a of Reliant Energy Corp., near Stuttgart, AR where deliveries are made for account of Shipper.	1001196 \$.2618/Dth (through 3/31/02) \$.2318/Dth (remainder of term)	FT (through 3/31/02)	1,600 Dth/D	1/	At the
					Reliant
					Division
					Resources
					the
					DRN No.
222118					

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point under this TSA during term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects leveled billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

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STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery
Point(s) 2/ 12/	Rate 3/ 4/ 5/ 6/ 11/ 12/				
Riceland Foods, Plant Inc.	1000199	FT	4,900 Dth/D	8/	Shipper s
282256, 282255	\$.2618/Dth	(through 3/31/02)		1/	DRN No.'s
	\$.2318/Dth	(remainder of term)			& 150982
		HFT /13	300 Dth/D	14/	
	\$.2828/Dth	(through 3/31/02)			
	\$.2528/Dth	(remainder of term)			

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Delivery Points (Shipper's plants) located beyond Transporter's facilities on distribution system of Reliant Energy Arkla ("Arkla"), a division of Reliant Energy Resources Corp., and Transporter arranges for such deliveries through Arkla; Shipper may change Delivery Point to Arkla city gate and/or to a direct tap on Transporter's system (if requested and approved in accordance with Tariff and Shipper reimburses for costs incurred). Failure of Arkla to receive and/or deliver gas constitutes force majeure if Delivery Point not changed.

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis; for HFT, assumed 100% load factor unit rate shown based on aggregate hourly CD s for Day. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. (AGC) or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates. If Shipper, AGC or contracting AGC member initiates, directly or indirectly, or supports proceeding to challenge REGT rates, REGT has option to require change in Delivery Point to city gate point.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter s system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter s FERC filing(s), provided that

Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ As long as Delivery Point remains behind Arkla, Shipper pays, in addition to all other rates and

charges, \$0.065/Dth (plus any increases by Arkla during term whether due to change from volumetric to demand charge or otherwise) for all deliveries plus all fuel, fees, penalties, gas retentions and/or imbalance, overrun or other such charges imposed by Arkla; if Transporter not allowed to charge or collect the above agreed-to amounts, then Transporter may adjust (including retroactively) any of the rates and charges otherwise applicable under TSA to extent required to collect full amounts intended.

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Original Sheet No. 614A Original Sheet No. 614A : Effective

STATEMENT OF NEGOTIATED RATES
(continued)

Shipper Name Point(s) 2/ 12/ -----	Contract Number -----	Rate Schedule 3/ 4/ 5/ 6/ 11/ 12/ -----	Contract Demand -----	Receipt Point(s) -----	Delivery -----
Riceland Foods, Plant Inc. 282256, 282255	1000199 \$.2618/Dth \$.2318/Dth \$.2828/Dth \$.2528/Dth	FT (through 3/31/02) (remainder of term) HFT /13 (through 3/31/02) (remainder of term)	4,900 Dth/D 300 Dth/D	8/ 14/ 1/	Shipper s DRN No.'s & 150982

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

13/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction.

Shipper elected up-front uniform service period of December - February of each contract year through 2007.

14/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 615 Original Sheet No. 615 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)2/ -----	Contract Number Rate 3/ 4/ 5/ 6/ -----	Rate Schedule FT -----	Contract Demand 8/ -----	Receipt Point(s) -----	Delivery -----
SMI Steel Arkansas point of inter- between the of REGT and Energy Arkla, a Reliant Energy Corp., near AR where deliveries for the account of 222121	1001157 \$.2618/Dth (through 3/31/02) \$.2318/Dth (remainder of term)	FT (through 3/31/02)	1,200 Dth/D	1/	At the connection facilities Reliant Division of Resources Magnolia, are made Shipper. DRN No.

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point under this TSA during term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. (AGC) or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading

regarding Transporter s FERC filing(s), provided that
Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 616 Original Sheet No. 616 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)
Delivery Point(s) 2/		Rate 3/ 4/ 5/ 6/		
-----	-----	-----	-----	-----
Superior Graphite	1001348	FT	825 Dth/D	1/ At
the point of inter-		\$.2618/Dth (through 3/31/02)		
Company				
connection between the		\$.2318/Dth (remainder of term)		
facilities of REGT and				
Reliant Energy Arkla, a				
Division of Reliant Energy				
Resources Corp., near				
Russellville, AR where				
deliveries are made for				
account of Shipper.				the
No. 222091				DRN

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point under this TSA during term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects leveled billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. (AGC) or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter s FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 617 Original Sheet No. 617 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s) 2/ -----	Contract Number Rate 3/ 4/ 5/ 6/ -----	Rate Schedule 3/ 4/ 5/ 6/ -----	Contract Demand -----	Receipt Point(s) -----	Delivery -----
Taber Extrusions, point of inter- L.P. between the of REGT and Energy Arkla, a Reliant Energy Corp., near Russellville, AR where are made for of Shipper.	1001334 \$.2618/Dth \$.2318/Dth \$.2828/Dth \$.2528/Dth	FT (through 3/31/02) (remainder of term) HFT 11/ (through 3/31/02) (remainder of term)	400 Dth/D 8/ 100 Dth/D 12/	1/	At the connection facilities Reliant Division of Resources deliveries the account DRN No.

222093

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point during term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis; for HFT, assumed 100% load factor unit rate shown based on aggregate hourly CD s for Day. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. (AGC) or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter s system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter s FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction. Shipper elected up-front uniform service period of December - February of each contract year through 2007.

12/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

Effective Date: 10/01/2001 Status: Effective
FERC Docket: RP96-200-075

First Revised Sheet No. 618 First Revised Sheet No. 618 : Effective
Superseding: Original Sheet No. 618

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s) 2/ 12/ -----	Contract Number Rate 3/ 4/ 5/ 6/ 11/ 12/ -----	Rate Schedule -----	Contract Demand 8/ -----	Receipt Point(s) -----	Delivery -----
Temple-Inland Plant Forest Products Corp. 227165	1000426 \$.2618/Dth (through 3/31/02) \$.2318/Dth (remainder of term)	FT	2,500 Dth/D	1/	Shipper's DRN No.

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Delivery Point (Shipper's plant) located beyond Transporter's facilities on distribution system of Reliant Energy Arkla ("Arkla"), a division of Reliant Energy Resources Corp., and Transporter arranges for such deliveries through Arkla; Shipper may change Delivery Point to Arkla city gate and/or to a direct tap on Transporter's system (if requested and approved in accordance with Tariff and Shipper reimburses for costs incurred). Failure of Arkla to receive and/or deliver gas constitutes force majeure if Delivery Point not changed.

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates. If Shipper, AGC or contracting AGC member initiates, directly or indirectly, or supports proceeding to challenge REGT rates, REGT has option to require change in Delivery Point to city gate point.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ As long as Delivery Point remains behind Arkla, Shipper pays, in addition to all other rates and charges, \$.065/Dth (plus any increases by Arkla during term whether due to change from volumetric to demand charge or otherwise) for all deliveries plus all fuel, fees, penalties, gas retentions and/or imbalance, overrun or other such charges imposed by Arkla; if Transporter not allowed to charge or collect the above agreed-to amounts, then Transporter may adjust (including retroactively) any of the rates and charges otherwise applicable under TSA to extent required to collect full amounts

intended.

Effective Date: 10/01/2001 Status: Effective
 FERC Docket: RP96-200-075

First Revised Sheet No. 618A First Revised Sheet No. 618A : Effective
 Superseding: Original Sheet No. 618A

STATEMENT OF NEGOTIATED RATES
 (continued)

Shipper Name Point(s) 2/ 12/ -----	Contract Number Rate 3/ 4/ 5/ 6/ 11/ 12/ -----	Rate Schedule -----	Contract Demand 8/ -----	Receipt Point(s) -----	Delivery -----
Temple-Inland Plant Forest Products Corp. 227165	1000426 \$.2618/Dth (through 3/31/02) \$.2318/Dth (remainder of term)	FT (through 3/31/02)	2,500 Dth/D	1/	Shipper's DRN No.

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 619 Original Sheet No. 619 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)
Delivery Point(s)	2/	Rate 3/ 4/ 5/ 6/		
U.S. Vanadium	1000501	FT	1,200 Dth/D	1/
Shipper s facility located		\$.2618/Dth (through 1/31/02)		
Corporation				
directly on Transporter s		\$.2318/Dth (remainder of term)		
transmission line in Garland				
County, near Hot Springs, AR.				
No. 151047				

DRN

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools), excluding any points west or south of Custer, Oklahoma.

2/ Unless otherwise provided, to be eligible for the rates Shipper shall not change the Delivery Point under TSA(s) during the term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. (AGC) or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed upon rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter s system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter s FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 620 Original Sheet No. 620 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery
Point(s) 2/ 12/	Rate	3/ 4/ 5/ 6/ 11/ 12/			
Wabash Alloys, Plant L.L.C. 282235	1000204 \$.2618/Dth (through 3/31/02) \$.2318/Dth (remainder of term) HFT /13 275 Dth/D 14/ \$.2828/Dth (through 3/31/02) \$.2528/Dth (remainder of term)	FT (through 3/31/02)	650 Dth/D 8/	1/	Shipper's DRN No.

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Delivery Point (Shipper's plant) located beyond Transporter's facilities on distribution system of Reliant Energy Arkla ("Arkla"), a division of Reliant Energy Resources Corp., and Transporter arranges for such deliveries through Arkla; Shipper may change Delivery Point to Arkla city gate and/or to a direct tap on Transporter's system (if requested and approved in accordance with Tariff and Shipper reimburses for costs incurred). Failure of Arkla to receive and/or deliver gas constitutes force majeure if Delivery Point not changed.

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis; for HFT, assumed 100% load factor unit rate shown based on aggregate hourly CD s for Day. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. (AGC) or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates. If Shipper, AGC or contracting AGC member initiate, directly or indirectly, or supports proceeding to challenge REGT rates, REGT has option to require change in Delivery Point to city gate point.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter s system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter s FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

11/ As long as Delivery Point remains behind Arkla, Shipper pays, in addition to all other rates and charges, \$0.065/Dth (plus any increases by Arkla during term whether due to change from volumetric to demand charge or otherwise) for all deliveries plus all fuel, fees, penalties, gas retentions and/or imbalance, overrun or other such charges imposed by Arkla; if Transporter not allowed to charge or collect the above agreed-to amounts, then Transporter may adjust (including retroactively) any of the rates and charges otherwise applicable under TSA to extent required to collect full amounts intended.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 620A Original Sheet No. 620A : Effective

STATEMENT OF NEGOTIATED RATES
(continued)

Shipper Name Point(s) 2/ 12/	Contract Number	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery
-----	-----	3/ 4/ 5/ 6/ 11/ 12/	-----	-----	-----
Wabash Alloys, Plant L.L.C. 282235	1000204	FT \$.2618/Dth (through 3/31/02)	650 Dth/D 8/	1/	Shipper's DRN No.
		\$.2318/Dth (remainder of term)			
		HFT /13	275 Dth/D 14/		
		\$.2828/Dth (through 3/31/02)			
		\$.2528/Dth (remainder of term)			

12/ If Transporter cannot continue to recover, as part of FERC rate structure, all or part of certain costs associated with moving gas through Arkla to Shipper (and/or other shippers with similar Delivery Points), Shipper then either shall pay for any such costs no longer recovered by Transporter or the Delivery Point shall automatically be re-designated to the Arkla city gate point. Shipper and AGC agree to support continuation of recovery of such costs through rate structure and Transporter agrees not to file to seek discontinuation of such treatment. If Shipper, AGC or any of its members initiate, directly or indirectly, or support, a FERC proceeding or complaint to reduce Transporter's rates, Transporter then freed of foregoing commitments and, at its option, can require Delivery Point(s) be re-designated to applicable Arkla city gate point. With respect to arrangement for such deliveries through Arkla, Shipper, AGC and its members shall oppose any challenges to it; if a governmental agency with jurisdiction requires a transportation contract be entered into (except if Arkla files to impose or support such requirement) or if, under any circumstances, Transporter precluded from continuing current transaction with Arkla pursuant to governmental regulations or orders or tariffs of Transporter or Arkla, parties will take necessary steps to conform with any such requirements, including executing documents to immediately re-designate the Delivery Point(s) to the applicable Arkla city gate.

13/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction. Shipper elected up-front uniform service period of December - February of each contract year through 2007.

14/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

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Original Sheet No. 621 Original Sheet No. 621 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery
2/		3/ 4/ 5/ 6/			
Weyerhaeuser Co. point of inter-	1002147	FT \$.2618/Dth (through 3/31/02)	300 Dth/D 8/	1/	At the
between the		\$.2318/Dth (remainder of term)			connection
of REGT and		HFT 11/ \$.2828/Dth (through 3/31/02)	100 Dth/D 12/		facilities
Energy Arkla, a		\$.2528/Dth (remainder of term)			Reliant
Reliant Energy					Division of
Corp., near					Resources
where deliveries					DeQueen, AR
for the account of					are made
DRN No. 282316					Shipper.

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point during term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis; for HFT, assumed 100% load factor unit rate shown based on aggregate hourly CD's for Day. Shipper elects levelized billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA (or TSAs if more than one to Delivery Point) to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading

regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing. 11/ Pursuant to Section 15, GT&C of Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate HFT transaction. Shipper elected up-front uniform service period of December - February of each contract year through 2007.

12/ Cumulative Contract Demand for the Day; CD for each Hour of Day will be 1/24 of amount shown, rounded up or down to nearest whole number, as necessary to reach cumulative daily quantity. HFT quantities accounted for as second through the meter after scheduled FT quantities. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by August 1 of the contract year.

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Original Sheet No. 622 Original Sheet No. 622 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Contract Demand 8/	Receipt Point(s)
Delivery Point(s) 2/	Rate	3/ 4/ 5/ 6/		
Maybelline Products	1001109	FT	231 Dth/D	North Pooling Area 1/
point of inter-	\$.2618/Dth (through 3/31/02)			At the
Company, Inc.				
connection between the	\$.2318/Dth (remainder of term)			
facilities of REGT and				
Reliant Energy Arkla, a				
Division of Reliant Energy				
Resources Corp., near				Little
Rock, AR where				
deliveries are made for				the
account of Shipper.				DRN
No. 222140				

1/ Shipper shall have access to receipts from Pools and/or points in other Pooling Areas (except for the West 1 Pooling Area) in accordance with the Tariff. The only receipts eligible for the agreed-to rates from the West 1 Pooling Area shall be from AIRPs (not Pools) excluding any points west or south of Custer, Oklahoma.

2/ Except to change Delivery Point in accordance with Tariff to another Delivery Point on Transporter's system for continuing service to plant served by existing Delivery Point, to be eligible for the rates Shipper shall not change the Delivery Point under this TSA during term (through March 31, 2007).

3/ No surcharges or add-ons to less than maximum rates attributable to: GRI, ACA, Order No. 528 and Order No. 636 transition cost surcharges. Shipper shall pay or provide Compressor Fuel allowances and charges (including EPC), applicable penalties related to curtailments, OFOs, nominations, scheduling, balancing, overruns or similar tariff charges or construction activities. Shipper responsible for taxes on gas delivered by, transported for, or received by it. Transporter may adjust rate components in such manner as it may determine to yield above stated unit rates when calculated on an assumed 100% load factor basis. Shipper elects leveled billing (to extent available under Tariff) for term of agreement.

4/ If a decrease in Transporter's maximum rate is mandated by a FERC proceeding initiated, directly or indirectly, or supported by Shipper, the Arkansas Gas Consumers, Inc. ("AGC") or any member of the AGC which contracts to receive service under the agreement, then Shipper shall continue to pay the agreed-to rates.

5/ Rate applicable to specified receipt/delivery points, unless otherwise agreed. Authorized overrun rate for eligible FT services: \$.2828/Dth (through 3/31/02), \$.2528/Dth (remainder of term).

6/ To be eligible for the above rates at any time during the term of the agreement, Shipper must utilize service under this TSA to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter. Otherwise, Transporter shall be entitled to charge and collect a total amount calculated using rates not less than the maximum applicable rates for the term of the agreement.

7/ Shipper waives rights to receive any refunds, credits or benefits from rates, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the above rates. If Shipper seeks to exercise any waived rights, Transporter shall notify Shipper, and if Shipper continues to seek to exercise such waived rights, then Transporter shall have immediate right to terminate any provisions for rates less than maximum applicable recourse rates.

8/ Shipper shall have a one-time right to reduce the Contract Demand level specified above. Amount of reduction limited to known and measurable changes in Shipper's total firm gas requirements.

9/ For the term of the agreement, Shipper shall have a contractual "right-of-first-refusal" as to reserved capacity on Transporter's system, which will operate in the same manner as the provisions of Section 21 of the GT&C in Tariff.

10/ AGC will provide Transporter prior notice of intent to file intervention, protest or other pleading regarding Transporter's FERC filing(s), provided that Transporter gives AGC two days oral notification and copy of applicable FERC filing on day of filing.

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STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s) ----- -----	Contract Number -----	Rate Schedule Rate ----- -----	Contract Demand -----	Receipt Point(s) -----
Republic Paperboard Company	1002337	FT	3,000	Neutral Pooling Area
Reliant Energy Arkla @		See Items		South Pooling Area
Lawton, OK (for delivery		(1) - (4) below		West 2 Pooling Area to
Lawton plant)				North Pooling Area All
points of interconnection				
located West of Chandler				
Compressor Station with				
other interstate or intrastate				
gas pipelines. See Item (5)below.				

(1) Average unit rates (calculated on an assumed 100% load factor unit basis) of \$0.085 per Dth for the portion of Shipper's Receipt Entitlement established in the West-2 Pooling Area and \$0.065 per Dth for the portion of Receipt Entitlement established, from time to time, in Pooling Areas east of the West-2 Pooling Area

and subtracting from each unit rate amount a Compressor Fuel Value (calculated monthly by multiplying the applicable Compressor Fuel Percentage by the Index

Price applicable under the Tariff to the West-2 Pooling Area). For service within Contract Demand, an add-on of \$0.02 per Dth for receipts from the West-2

Pooling Area if, and to the extent, such receipts exceed the Receipt Entitlement quantity.

Calculated rates include any applicable GRI, ACA, GT&C Section 13.4,

Order No. 528 and Order No. 636 transition cost surcharges. However, rates paid shall never be less than any applicable minimum rate(s).

(2) Monthly rates may be adjusted, up or down, including by means of retroactive billing adjustments, to permit collection of all amounts agreed to over term.

(3) Commodity component of \$0.01 per Dth so long as such amount does not exceed any applicable maximum, nor fall below any applicable minimum, rate or component.

(4) Unless Transporter otherwise agrees, the rate for any authorized overrun quantities shall be the above specified applicable rates.

(5) Such points eligible for rates set forth only if, and to the extent that, deliveries at such points occur because scheduled maintenance or a physical event of force majeure reduces production at Shipper's Lawton, Oklahoma plant.

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Original Sheet No. 624 Original Sheet No. 624 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule Rate	Firm Contract Quantities (1)	Receipt Point(s)
Reliant Energy Arkla, 624A See Sheet Nos.624A a division of Reliant and 624B	4016	FT	547,562 Dth/D	See Sheet No.
	4016	See (2) - (4) below NNTS	173,384 Dth/D	
Energy Resources Corp.	0046	FSS	10,974,533 Dth 239,000 Dth/D	

(1) Contract Demand (FT), Contract Delivery Demand (NNTS), Maximum Storage Quantity (FSS) and Maximum Deliverability Quantity (FSS), respectively. Shipper may increase firm quantities subject to capacity availability and pursuant to Tariff allocation procedures.

(2) Annualized base rate amount paid for reserved capacity and services utilized up to applicable Contract Limitations under all three (3) contracts:

\$62,023,803 (each Year or pro rata for partial Year through March 31, 2002); \$63,330,813 (each Year or pro rata for partial Year through March 31, 2005).

Shipper receives advance credit of \$10,000,000. Not required to pay surcharges or add-ons to base rate amount attributable to: GRI (so long as voluntary and discountable prior to other components), ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges. Following each Contract Year, calculation made of total amount paid for eligible services and true-up payment/credit made if amount collected varies from applicable base rate amount for Year or part thereof. Base rate amounts to be adjusted on pro rata basis to reflect changes in firm quantities per agreements.

(3) Reduction in FERC maximum base Tariff rates applicable to services prior to March 31, 2005 will trigger reduced annualized base rate amount to provide total reduction below the new maximum Tariff rates of 11.7% for period through March 31, 2002, and 9.8% thereafter; provided, however, Transporter has right to terminate all or part of services under the contracts on ninety (90) days notice given after any such reduction, but Shipper may retain the full service quantities by agreeing to pay within notice period the reduced maximum Tariff rates (but not to exceed the previously effective unreduced base rate amount).

(4) Rate applicable to specified receipt/delivery points, including any existing/future city gate delivery points established for Shipper in Arkansas. If other points utilized, maximum rate applies for maximum quantity used on any Day and for entire Month.

(5) Shipper has right to reduce applicable firm quantities if one of its customers currently served via the contracts bypasses Shipper and/or contracts for firm service on Transporter which replaces service from Shipper or if, following 6 months notice, Shipper utilizes peak shaving option with respect to certain specified points and quantities.

(6) If customer of Shipper currently served via the contracts takes release of Shipper's capacity following certain actions taken by Shipper relating to service conversion or unbundling, Shipper will receive credit for demand charges paid by replacement shipper up to the then-effective demand charge payable by Shipper for capacity released.

(7) Pursuant to GT&C Section 15, Transporter will provide as of November 1, 2001, on a not unduly discriminatory basis, additional flexibility under FSS and NNTS services: limited waiver to provide twenty-four (24) hours notice to bring on incremental flowing gas supplies pursuant to Rate Schedule NNTS, Section 3.4; under Rate Schedule FSS, waive the Minimum Monthly Withdrawal Quantity for the month of November, limited waiver to permit the Working Gas Quantity remaining at end of Storage Contract Year to be up to thirty percent (30%) of Working Gas Quantity as of prior November 1, and limited waiver to suspend the Maximum Daily Withdrawal Quantity ratchet in Rate Schedule FSS, Section 6.2(c)(i).

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Original Sheet No. 624A Original Sheet No. 624A : Effective

FT and NNTS RECEIPT & DELIVERY POINTS

RECEIPT POINTS:

DRN No.	NORTH POOLING AREA:	DRN No.	SOUTH POOLING AREA:	DRN No.	NEUTRAL POOLING AREA:
287460	TGT @ W Memphis IC	89183	Vastar Walker Creek IC	26083	ONG @ Latimer
36833	WNG @ Jane, MO Rec.	94859	Duke @ Carthage Plt LP	350002(P)	ONEOK @ Potato Hill
1484	TGT @ Helena, AR Del Pools*		Pools*	17437	Transok @ Red Oak
				67337	Transok @ AC
				133175	Enogex @ Red Oak
				2084 (P)	Enogex @ Chandler
				94130	Amoco Red Oak IC
				11764	Transok @ Limestone
				31865	Vastar @ Wilburton

Pools

All generally available Pools and Additional Individual Receipt Points located in the North or South Pooling Areas.

DELIVERY POINTS:

DRN No.	SOUTHWEST ARK.	DRN No.	SOUTHWEST ARK. (cont.)	DRN No.	SOUTHWEST ARK. (cont.)
287252	ARKADELPHIA	287403	SMACKOVER	287204	WALDO
286927	GURDON	287185	STRONG	287101	BRADLEY-TAYLOR LATERAL
286889	DELIGHT TB	286958	JUNCTION CITY	287123	RE 551
286747	CAMDEN	287137	RE 75	287144	RE 904
286784	FORDYCE	287078	RE 181	286895	DONALDSON
286769	BEARDEN	287085	RE 229	287216	RE 1347 GLENDALE
286930	HAMPTON	287334	RE 440		Nashville (TOTAL)
286742	EAST CAMDEN	287121	RE 524	286821	Nashville
286876	CHIDESTER ARK (BLUFF CITY)	64718(P)	RE 660	286996	South Nashville
62747(P)	RISON	287044	RE 1187	287366	ASHDOWN
286871	CARTHAGE	286943	HOPE	286989	MINERAL SPRINGS
various	KM-43	287351	PRESCOTT	287090	TOLLETT (RE 254)
287134	RE 73	287175	SPRINGHILL	287296	WILTON
287084	RE 227	286749	BLEVINS MCCASKILL	286916	FOREMAN
EL DORADO (TOTAL)		287142	RE 858 #2	287316	MURFREESBORO
208435	El Dorado	286829	RE 1199	287314	MENA DEQUEEN SYS
287289	West El Dorado (Goodwin)	287306	MAGNOLIA	208445	TEXARKANA SPLIT
61745(P)	Northwest El Dorado	287384	STAMPS	286918	FOUKE
286741	CALION	286906	EMERSON	080704(P)	GARLAND CITY
286952	HUTTIG	286972	MCNEIL	various	MISC. PIPELINE TAPS
71101(P)	LOUANN	286967	LEWISVILLE	various	SMALL COMMUNITIES
286999	NORPHLET	287180	STEPHENS		

DRN No.	SOUTHEAST ARKANSAS	DRN. No.	EAST ARKANSAS
287013	PINE BLUFF	287211	WEST MEMPHIS
287025	PRATTSVILLE	287278	EARLE
287169	SHERIDAN	286817	MARKED TREE
287024	POYEN	286974	MARION
286965	LEOLA	286883	CRAWFORDSVILLE
286901	DLL-5 (PINE BLUFF & MONTICELLO)	287011	PARKIN
287151	REDFIELD	286966	LEPANTO
287395	RE 149	287198	TURRELL
287125	RE 576	181709(P)	TYRONZA
047718(P)	RE 589	various	MISC. PIPELINE TAPS
287088	RE 247	various	SMALL COMMUNITIES
287022	RE 829 PORT AUTHORITY	287229	DLL-6 ALMYRA-DEWITT
287326	RE 1235 (TO NCTR)	various	MISC. PIPELINE TAPS
1361	RE 1271 (TO PB ARSENAL)	various	SMALL COMMUNITIES
287292	STUTTIGART		

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FT and NNTS DELIVERY POINTS
 (Continued)

DRN No.	NORTHEAST ARKANSAS	DRN No.	NORTH CENTRAL ARKANSAS
-----	-----	-----	-----
287257	BATESVILLE	286880	CONWAY
286998	NEWARK	186706(P)	GREENBRIAR TB
286823	NEWPORT	various	BM-21 RURALS
287209	WEINER	286992	MORRILTON
286891	MCCRORY DL-9-10	285952	PLUMERVILLE
various	PIPELINE TAPS (NEWPORT)	286890	DL-28 OPELLO-PERRY
287067	RE 1301	170702(P)	RE 616
286917	FORREST CITY	016773(P)	RE 466
287363	WYNNE	287274	DL 25 CLINTON
180210(P)	BRINKLEY	287291	HEBER SPRINGS
180704(P)	COTTON PLANT	186709(P)	QUITMAN
180701(P)	PALESTINE	various	BM-21
180216(P)	HELENA/WEST HELENA #2	287168	SEARCY
287310	MARIANNA	287301	JUDSONIA TB
500009(P)	DL-65 AUBREY-MORO	286960	KENSETT
047744(P)	DL-62 ONEIDA-ELAINE	286792	BALD KNOB
287116	RE 505	287261	BRADFORD
287126	RE 597	287009	PANGBURN
208432	JONESBORO	various	SEARCY RURALS
287196	TRUMAN	N LITTLE ROCK/JACKSONVILLE (TOTAL)	
286754	BROOKLAND	287399	NLR TB DL-31
286794	BAY	287343	NLR TB BM-18 W.
286825	PARAGOULD	016708	Crystal Hill TB #3
various	MISC. PIPELINE TAPS	286991	Morgan TB (Maumelle)
various	SMALL COMMUNITIES	286805	NLR
		287397	Jacksonville (BM-18 East)
		287038	RE 1135 (RE 354)
		287214	WRIGHT
		various	MISC. PIPELINE TAPS
		various	SMALL COMMUNITIES

DRN No.	SOUTH CENTRAL ARKANSAS	DRN No.	NORTHWEST ARKANSAS
-----	-----	-----	-----
286771	BENTON	287396	RUSSELLVILLE
286932	HASKEL	286791	ATKINS
287195	TRASKWOOD	287271	DARDANELLE
287074	RE 16	216777(P)	LAMAR
287352	RE 204	016716(P)	LONDON
287114	RE 496	286746	DL-7 (DANVILLE-BELLEVILLE)
287237	HOT SPRINGS	016964(P)	HECTOR
287119	RE 517	187702(P)	RE 1042
287308	MALVERN	various	MISC. PIPELINE TAPS
286834	ROCKPORT RE 171	various	SMALL COMMUNITIES
287131	RE 638		
various	MISC. PIPELINE TAPS		
287372	LITTLE ROCK		
various	SMALL COMMUNITIES		

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Statement of Negotiated Rates

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule Rate	Contract Demand	Receipt Point(s)
----- -----	----- -----	----- -----	----- -----	----- -----
Amoco Energy Trading Corporation TGT @ Perryville	1002186	FT See Formula below	15,000	East Mountain Production Area Blocker Production Area
ANR @ Perryville				Neutral Pooling Area (East of
Chandler) Koch @ West Monroe				North Pooling Area (East of
Chandler) Tennessee 100 @ Perryville				South Pooling Area (East of
Chandler) Tennessee 800 @ Perryville				
Trunkline @ Richland				
TET @ West Monroe				
SONAT @ Perryville				

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the Month of Inside FERC's Gas Market Report for the Service Month.

If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price

The unit rate per Dth of Contract Demand shall never be less than \$0.02 (the "Floor Rate"). The Index Spread shall be the difference between the Index Prices specified in (1) and (2) below

- (1) NorAm Gas Transmission (East)
- (2) Texas Gas Transmission Corp (Zone SL)

If the Index Spread is equal to \$0.11, then the unit rate per Dth of Contract Demand shall be \$0.11 plus the Floor Rate (\$0.02).

If the Index Spread is less than \$0.11, then the unit rate shall be the Floor Rate plus the remainder when you subtract (i) 70% of the difference between \$0.11 and the Index Spread from (ii) \$0.11. If the Index Spread is greater than \$0.11, then the unit rate shall be the Floor Rate plus \$0.11 plus the product of (i) 0.6 times (ii) the Index Spread less \$0.11.

In any event, however, the unit rate per Dth of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate. Unless Transporter agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the applicable maximum Tariff rate or the applicable formula unit rate.

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STATEMENT OF NEGOTIATED RATES

Shipper Name Receipt Point(s) -----	Contract Number Delivery Point(s) -----	Rate Schedule -----	Contract Quantity -----	Overrun Rate (\$/Dth) -----	
Potlatch Corporation generally	1002766 All generally	FT (overrun)	Above 9,000 Dth/D	\$.335	All
available Receipt Points	available Delivery Points				

(1) Rate applicable to all overrun quantities, whether authorized or unauthorized.

(2) Shipper entering into companion Rate Schedule HFT transaction for one sixty (60) consecutive day period beginning January 1, 2001; and two ninety (90) consecutive day periods beginning December 1, 2001 and December 1, 2002, respectively. Pursuant to Section 15, GT&C, of Transporter's Tariff, Transporter providing limited waivers of advance and electronic contracting requirements to facilitate such transaction. Shipper has right to permanently reduce its HFT Contract Demand, in whole or in part, if it provides notice to Transporter by the September 30 immediately preceding the applicable December 1.

(3) Shipper agrees to utilize service under the above-described FT and HFT contracts to transport all of its plant requirements for natural gas to the extent such service is made available by Transporter.

(4) GRI (only to the extent the charge is voluntary and discountable prior to any other component of the rate), ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition costs surcharges shall not be utilized to charge amounts in excess of the authorized overrun rate.

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STATEMENT OF NEGOTIATED RATES

Shipper Name Receipt Point(s) -----	Contract Number -----	Rate Schedule Delivery Point(s) -----	Contract Demand (Dth/D) -----	Reservation Charge (\$/Dth) -----	Commodity -----
Southwestern Electric Neutral Pooling Area Power Co. UPRC @ Carthage	1002369 SWEPCO @ Wilkes	FT	100,000	\$1.71	See (1) - (3)
West 1 Pooling Area	SWEPCO Lone Star				Below
West 2 Pooling Area	SWEPCO @ Lieberman				
South Pooling Area	Reliant Energy Arkla @				
North Pooling Area	Shreveport, LA (for delivery to Arsenal Hill Plant)				

- (1) The Commodity Rate Shall be:
- (a) For first 75,000 Dth/D of quantities transported:
- (i) \$0.0488 per Dth for receipts from the Neutral Pooling Area and UPRC @ Carthage;
- (ii) \$0.0588 per Dth for receipts from the South Pooling Area;
- (iii) \$0.1238 per Dth for receipts from the North Pooling Area; and
- (iv) \$0.0688 per Dth for receipts from the West 1 and West 2 Pooling Areas.
- (b) For quantities above 75,000 Dth/D:
- (i) \$0.1050 per Dth for receipts from the Neutral Pooling Area and UPRC @ Carthage;
- (ii) \$0.1150 per Dth for receipts from the South Pooling Area;
- (iii) \$0.1800 per Dth for receipts from the North Pooling Area; and
- (iv) \$0.1250 per Dth for receipts from the West 1 and West 2 Pooling Areas.
- (2) The rate for authorized overrun quantities shall be the greater of the applicable maximum Tariff rate or the applicable unit rate (calculated on an assumed 100% load factor basis) derived from the components described above.
- (3) Rates include any applicable GRI, ACA, certain GT & C Section 13.4, Order No. 528 and Order No. 636 surcharges.
- (4) If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges (as stated above) not received by Transporter from the replacement Shipper.
- (5) Eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received at the point or from the Pool which would be charged the highest rate under Paragraph (1) above.
- (6) Transaction is consideration for Transporter's construction of facilities pursuant to the automatic authorization under its blanket construction certificate.

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 628 Original Sheet No. 628 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule Rate	Firm Contract Quantities (1)	Receipt Point(s)
----- -----	----- -----	----- -----	----- -----	----- -----
Reliant Energy Arkla, See Sheet No. 628A	1019	FT	141,380 Dth/D	See Sheet No. 628A
a division of Reliant	1019	See (2) - (4) below		
Energy Resources Corp.	0031	NNTS	47,280 Dth/D	
		FSS	2,507,000 Dth - 55,160 Dth/D	

(1) Contract Demand (FT), Contract Delivery Demand (NNTS), Maximum Storage Quantity (FSS) and Maximum Deliverability Quantity (FSS), respectively.

(2) Annualized base rate amount paid for reserved capacity and services utilized up to applicable Contract Limitations under all three (3) contracts: \$15,300,000 (each Year or pro rata for partial Year.)

Shipper required to pay, in addition to base rate amount, any charges imposed on gas companies by legislative/regulatory action not presently reflected in Transporter's cost of service. Shipper not required to pay surcharges or add-ons to base rate amount attributable to: GRI (so long as voluntary and discountable prior to other components), ACA, adjustments for discounts or contract reductions, Order No. 528 and Order No. 636 transition cost surcharges. Following each Contract Year, calculation made of total amount paid for eligible services and true-up payment/credit made if amount collected varies from applicable base rate amount for Year or part thereof. Base rate amounts to be adjusted on pro rata basis to reflect changes in firm quantities per agreements.

(3) Rate applicable to specified receipt/delivery points, including any existing/future city gate delivery points established for Shipper in Oklahoma. If any other changes to primary points or Receipt Entitlements or if use points outside Oklahoma, unless otherwise agreed, then the maximum Tariff rate applies thereafter for all quantities under the Agreements. If use secondary points located in Oklahoma, then maximum rate applies for maximum quantity used on any Day and for entire Month.

(4) Shipper waives rights to receive any credits or benefits from rates, refunds, penalties or other revenues which would provide Shipper a greater economic benefit, or a lower effective rate, than the negotiated rates structure.

(5) Shipper has right to reduce applicable firm quantities (and reduce applicable base rate amount) if one of its customers currently served via the contracts bypasses Shipper and/or contracts for firm service on Transporter which replaces service from Shipper.

(6) As of the effective date of an order issued by the OCC requiring gas companies subject to its jurisdiction to unbundle gas services, Shipper and Transporter shall seek to establish a new base rate amount to be effective 180 days after said date, with such new rates to be established in each service area category established by Transporter based on publicly available rates then being charged by other intrastate or interstate pipelines transporting gas in the general geographic proximity of the service area category and which are providing service comparable to that being provided by Transporter. If such rates are not publicly available, then the current rates shall continue in effect or, if there is no other viable pipeline provider for a particular service area category, then the rates shall be the Tariff maximum applicable rates. If the rates established by the foregoing are unacceptable to either party, then it should so notify the other. If Transporter so advises, then Shipper shall put the load out to bid; Transporter may bid but shall have no obligation to continue to provide service for that load. If Shipper so advises, then Shipper can terminate that load but Transporter can maintain it by agreeing to continue service at the unit rates applicable under the previous base rate amount.

(7) If, following the effective date of any unbundling order in Oklahoma, Transporter initiates discussions with and contracts to provide transport or storage services to customers which were previously traditional sales customers of an Oklahoma regulated intrastate pipeline, then Shipper may be required to put up for bids by third parties a portion of its load served under contracts with Transporter equal to the quantity of firm capacity such new customers transfer to Transporter. Activities conducted by Transporter in compliance with its open-access obligations under FERC regulations will not trigger this provision.

(8) If Shipper releases capacity, Shipper will receive credit for demand charges paid by replacement shipper up to the then-effective demand charge payable by Shipper for capacity released.

(9) Pursuant to GT&C Section 15, Transporter will provide as of November 1, 2001, on a not unduly discriminatory basis, additional flexibility under FSS and NNTS services: limited waiver to provide twenty-four (24) hours notice to bring on incremental flowing gas

supplies pursuant to Rate Schedule NNTS, Section 3.4; under Rate Schedule FSS, waive the Minimum Monthly Withdrawal Quantity for the month of November, limited waiver to permit the Working Gas Quantity remaining at end of Storage Contract Year to be up to thirty percent (30%) of Working Gas Quantity as of prior November 1, and limited waiver to suspend the Maximum Daily Withdrawal Quantity ratchet in Rate Schedule FSS, Section 6.2(c) (i).

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 628A Original Sheet No. 628A : Effective

FT AND NNTS RECEIPT & DELIVERY POINTS

RECEIPT POINTS

DRN No. West 1 Pooling Area	DRN No. West 2 Pooling Area
16583 Enogex Lookeba	17598 ONG @ Purcell
Pools*	Pools*

* All generally available Pools and Additional Individual Receipt Points located in the West 1 or West 2 Pooling Area

DELIVERY POINTS

DRN No. Eastern OK	DRN No. East Central OK	DRN No. West Central OK
286980 McAlester TB2	17926 Ada TBS #1-1	287275 Duncan TB #1-1
780203P McAlester TB #1-1	286866 Ada TBS #1-2	286775 Duncan TB 1-2
286979 McAlester TB #1-2	286867 Ada TBS #5	287276 Duncan TB South
287255 Atoko TB No. 1	286868 Ada TBS #7	286776 Duncan TB South
286931 Hartshorne TB	287350 Seminole TBS #1-1	286902 Duncan TB #4
287212 Wilburton TB	286846 Seminole TBS #1-2	286756 Chickasha
286878 Coalgate TB No. 1	286810 Allen TB	287264 Chickasha TB A
286879 Coalgate TB. No. 2	287313 Maud	287263 Chickasha TB
#2-1		
287197 Tupolo TB	287182 Stonewall TBS	286755 Chickasha TB
#2-2		
286963 Kiowa TB	286740 Byng TBS	287266 Comanche
various Small Communities	287183 Stratford TB	286818 Marlow TB #1-1
various Pipeline Taps	various Small Communities	287312 Marlow TB #1-2
	various Pipeline Taps	287179 RE 510 #1
		287117 RE 510 #2
DRN No. Western OK	DRN No. Western OK (cont.)	208441 Lawton TB East A
287191 Altus OK TBS #1-1	various Small Communities	287219 Lawton TB East B
A		287364 Lawton TB North
287365 Altus OK TBS #1-2	various Pipeline Taps	286861 Lawton TB North
B		
287336 Altus-Bradford Rd #2-1		286905 Elgin
287230 Altus-Bradford Rd #2-2		286912 Fletcher
287309 Mangum TB 1-1		287181 Sterlin
286809 Mangum TB 1-2		287191 Temple
286764 Blair TBS		various Small
Communities		
287006 Olustee TBS		various Pipeline Taps
742201P Blackwell TBA		
742202P Blackwell TB B		
286761 Blackwell TB E		
286762 Blackwell TB G		
742706P Blackwell TB D		
286752 Braman TBS		
286982 Medford TBS		
287021 Pond Creek TBS		
287357 Tonkawa TB A		
286851 Tonkawa TB B		
286920 Garber TB		
286964 Lamont TB		
287361 Weatherford TB #2-1		
286855 Weatherford TB #2-2		
287207 Weatherford TB #1		
287392 Sayre TBS #1-1		
287381 Sayre TBS #1-2		
287206 Watonga		
287002 Okeene TB #2		
287003 Okeene TB #1		
287282 Fairview TBS #1-1		
286781 Fairview TBS #1-2		
286744 Canton		
287193 Thomas		
2/6874 Cheyenne TBS		
286870 Canute, DL-21		
286953 Hydro		

286929	Hammon TBS
286936	Hinton
287226	Rimrock System, DL-37

Effective Date: 09/01/2001 Status: Effective

FERC Docket: RP01-502-000

Original Sheet No. 629 Original Sheet No. 629 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s) ----- -----	Contract Number -----	Rate Schedule Rate -----	Contract Demand -----	Receipt Point(s) -----
Williams Energy Services TGT @ Perryville Company CGT @ Perryville MRT @ Glendale NGPL @ Hot Spring TGT @ Helena Tennessee 100 Tennessee 800 Trunkline @ Richland Sonat @ Perryville TGT @ West Monroe Koch @ West Monroe ANR @ Perryville	1981	FT See Formula Below	15,000	Williams - Jane

Formula Rates for Services up to Contract Demand:

The formula rate shall be based on the index prices ("Index Prices") for spot gas delivered to the pipelines at the areas indicated, as published in the first issue of the month of Inside FERC's Gas Market Report for the Service Month. If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price. The Index Spread shall be the difference between the Index Prices specified in (1) and (2) below, obtained by subtracting (1) from (2):

- (1) NorAm Gas Transmission (East)
- (2) Texas Gas, Zone SL

If the Index Spread is less than or equal to Transporter's then effective maximum Tariff rate, then the unit rate per Dth of Contract Demand shall be \$0.13. If the Index Spread is greater than Transporter's then effective maximum Tariff rate, then the unit rate per Dth of Contract Demand shall be \$0.13, plus Fifty Percent (50%) of the amount of the Index Spread which is above Transporter's then effective maximum Tariff rate. In any event, however, the unit rate per Dth of Contract Demand in any Month shall never be below Transporter's then effective minimum Tariff rate.

An additional \$.04 per Dth shall be added to the unit rate per Dth of Contract Demand, and Shipper shall pay such amount, for secondary deliveries to CGT @ Perryville.

Effective Date: 06/01/2002 Status: Effective
 FERC Docket: RP96-200-082

Second Revised Sheet No. 630 Second Revised Sheet No. 630 : Effective
 Superseding: First Revised Sheet No. 630

Shipper Name Receipt Point(s)	Contract Number	Rate Schedule Delivery Point(s)	Contract Demand (Dth) Point(s)	STATEMENT OF	NEGOTIATED RATES
				Reservation Charge (\$/Dth)	Commodity
-----	-----	-----	-----	-----	-----
Arkansas Electric	1002565	FT	40,000	See (4) below	See (1) Below
South - Duke @ Carthage	AEC @ Augusta	(Bailey)			
Cooperative Corporation	AEC @ Camden	(McClellan)			
Valero @ Panola					
Neutral	AEC @ Ozark	(Fitzhugh)			
Amoco Red Oak					
Continental Choctaw					
Continental Panola					
Duke Blue Mtn.					
Duke Cyclone Mtn.					
Duke Pine Mtn					
ONG Latimer					
OPS Potato Hill					
Transok Red Oak					
Transok Limestone					
Transok AC					
BP F&H IC					

North - TGT @ Helena

Neutral Pooling Area Pools

North and South Pooling Areas Points and Pools

West 1 and West 2 Pooling Areas Points and Pools

(1) The Commodity Rate shall be the minimum applicable Commodity Rate plus the following incremental/add-on charges, as applicable:

- (a) \$0.01 per Dth for receipts from the specifically named physical receipt points in the Neutral and South Pooling Areas listed above which are delivered to Augusta and Camden Delivery Points;
- (b) \$0.02 per Dth for receipts from Pools in the Neutral Pooling Area which are delivered to Augusta and Camden Delivery Points;
- (c) \$0.03 per Dth for receipts from points in the South Pooling Area other than those listed above and South Pools which are delivered to Camden and Augusta;
- (d) \$0.04 per Dth for receipts from the West 1 and West 2 Pooling Areas which are delivered to Augusta and Camden Delivery Points; and
- (e) \$0.095 per Dth for receipts from points and Pools in the North Pooling Area.

(2) If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges (as stated above) not received by Transporter from the replacement Shipper.

(3) To the extent not deemed unauthorized overrun quantities, eligible quantities for which the initial Receipt Point into Transporter's system cannot be determined.

("Excess Quantities") shall be deemed to have been received as follows: (a) if there are no scheduled overrun nominations, Excess Quantities shall be prorated

based on Shipper's nominations; (b) if there are scheduled overrun nominations, the Excess Quantities shall be prorated among those overrun nominations; and (c) if

there are no nominations, then Excess Quantities shall be deemed to have been received at the point or from the Pool which would be charged the highest rate under

(1) above.

(4) Transporter and Shipper intend that the minimum dollar amount collected for quantities transported under the contract which are eligible for the above specified

rates will be \$0.085 per Dth. In order to achieve such amount, the Reservation Charge for any Month may be adjusted, based on eligible quantities transported for such Month. If at the termination date of the TSA, a minimum dollar amount deficiency exists, Shipper shall pay a deficiency payment, the amount of which shall be the difference between \$335,000.00 and the dollar amount collected by Transporter attributable to eligible quantities transported to eligible Delivery Points.

(5) Rate may default to maximum if Transporter is unable to collect Negotiated Rates for any reason during the term of the contract, and Shipper has termination right in such event.

(6) Standard Rate & Related Provisions for Non-Maximum Rate Agreements, posted in REGT News Section of REGT's Internet web site "pipelines.reliantenergy.com", shall apply to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges.

FERC Docket: RP96-200-080

First Revised Sheet No. 631 First Revised Sheet No. 631 : Effective
Superseding: Original Sheet No. 631

STATEMENT OF NEGOTIATED RATES

Shipper Name Receipt Point(s)	Contract Number	Rate Schedule	Contract Demand (Dth/Day)	Rates	
-----	-----	-----	-----	-----	
Entergy Arkansas, Inc. Red Oak	1003072	FT	100,000	See (1)-(5) Below	Amoco
	Entergy @ Lake Catherine		(through -		
Continental Choctaw	Entergy @ Couch		October 31, 2002)		
Continental Panola	Entergy @ Moses				
Blue Mtn.	Entergy @ Ritchie		50,000		Duke
			(November 1, 2002		Duke
Cyclone Mtn.	Reliant Energy Arkla @		- April 30, 2003 or		Duke
Pine Mtn.	Little Rock, AR (for		May 31, 2003 if		ONG
Latimer	delivery to Mabelvale plant)		extended)		Oneok
Potato Hill	Reliant Energy Arkla @				
Transok Latimer	Little Rock, AR (for				
Transok Limestone	delivery to Lynch plant).				
Transok Wilburton AC					
Wilburton					Vastar
Carthage					UPRC
Panola					Valero
Neutral Pooling Area					
Pooling Area					South
Pooling Area					North
					West 1

& West 2 Pooling Areas

1) For quantities transported between eligible points Shipper shall pay a base Commodity Rate of \$.085/Dth and the following incremental or add-on charges shall apply:

(a) \$0.1087 per Dth for receipts from Pools or points (excluding the specifically named physical receipt points listed above) in the Neutral Pooling Area;

(b) \$0.1187 per Dth for receipts from Pools or points (excluding the specifically named physical receipt points listed above) in the South Pooling Area;

(c) \$0.1287 per Dth for receipts from the West 1 and West 2 Pooling Areas; and (d) \$0.1787 per Dth for receipts from the North Pooling Area.

(2) If Shipper releases capacity, it shall pay Transporter for any Commodity Rate and overrun charges (as stated above) not received by Transporter from the replacement Shipper.

(3) Eligible quantities for which the initial Receipt Point into Transporter's system cannot be determined shall be deemed to have been received as follows:

(a) if there are no scheduled overrun nominations, such quantities shall be prorated based on Shipper's nominations;

(b) if there are scheduled overrun nominations, such quantities shall be prorated among those overrun nominations; and

(c) if there are no nominations, then such quantities shall be deemed to have been received at the point or from the Pool which would be charged the highest rate under (1) above.

(4) An additional \$0.018 per Dth shall be added to the invoice for deliveries to the Reliant Energy Arkla (Lynch) Delivery Point as Shipper's agent to cover further

transportation costs to the plant. Shipper also pays any fuel, penalties, gas retentions, imbalance charges, etc., associated with such Arkla deliveries.

(5) If at the termination date of the TSA, a minimum dollar amount deficiency exists, Shipper shall pay a deficiency payment, the amount of which shall be the

difference between \$ 1,566,850.00 and the dollar amounts paid by Shipper hereunder attributable to

eligible and overrun quantities transported between the points specified (EPC charges, penalties, cash-out charges and similar amounts or surcharges shall not apply toward satisfaction of minimum revenue commitment).

(6) Authorized overrun quantities up to 100,000 Dth per Day (through October 31, 2002) and up to 50,000 Dth per Day (for the remainder of term), received from and delivered to the above listed points, to be charged the above specified rates

(7) Rate may default to maximum if Transporter is unable to collect Negotiated Rates for any reason during the term of the contract, and Shipper has termination right in such event.

(8) Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction.

Effective Date: 05/08/2002 Status: Effective
 FERC Docket: RP96-200-080

Second Revised Sheet No. 632 Second Revised Sheet No. 632 : Effective
 Superseding: First Revised Sheet No. 632

STATEMENT OF NEGOTIATED RATES

Shipper Name Removal Point(s)	Contract Number	Rate Schedule Rate	Maximum Advance Receipt Quantity*	Parking Point(s)
Entergy Arkansas, Inc. Points; Perryville Hub Receipt Points; REGT's North, Neutral and South Pooling Areas	1003062	PHS See below (PALS - Park)	500,000 Dth	Perryville Hub Receipt REGT's North, Neutral and South Pooling Areas

For Services up to quantity and time limitations:

Activity Rate of \$0.08 per Dth on each unit initially parked; \$0.00 on quantity withdrawn. If, at the end date, a minimum dollar amount deficiency exists, Shipper shall pay a deficiency payment, notwithstanding the level of utilization of the services available hereunder, the amount of which shall be the difference between \$210,000.00 and the amount paid by Shipper hereunder attributable to parking of eligible quantities at the specified points (EPC charges, penalties, cash-out and similar fees and surcharge payments shall not apply to minimum revenue commitment). The rates specified herein will be available for the term stated (through October 2002).

The services provided will be pursuant to the applicable interruptible rate schedule. In addition to the above amounts, Shipper shall pay any applicable Tariff penalties, charges, fees, or assessments. Shipper shall not pay less at any time, than the minimum applicable Tariff rate. REGT may retain any refunds, credits and/or benefits which would result in a greater discount or economic benefit than the contractual rates agreed to herein. The contractual rates herein apply only to the services described above including, without limitation, the points, quantities, and dates stated above.

* Rates available only for parking no more than 15,000 Dth/Day and subsequent removal of parked quantities of no more than 20,000 Dth/Day.

Effective Date: 04/01/2002 Status: Effective

FERC Docket: RP96-200-078

First Revised Sheet No. 633 First Revised Sheet No. 633 : Effective
Superseding: Original Sheet No. 633

Sheet No. 633

is reserved for future use.

Effective Date: 04/01/2002 Status: Effective

FERC Docket: RP96-200-078

Second Revised Sheet No. 634 Second Revised Sheet No. 634 : Effective
Superseding: First Revised Sheet No. 634

Sheet No. 634

is reserved for future use.

Effective Date: 05/01/2002 Status: Effective
 FERC Docket: RP96-200-079

Second Revised Sheet No. 635 Second Revised Sheet No. 635 : Effective
 Superseding: First Revised Sheet No. 635

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule	Quantities Rates 4/, 5/, 6/	Receipt Point(s)
Duke Energy Shipper's electric generating Hot Springs, plant located off REGT's Line AC L.L.C. Hot Spring County, AR	1002755 1002908	FT FT	50,000 Dth/D 1/ 48,000 Dth/D 2/	South Pooling Area Neutral Pooling Area

in

- 1/ Contract Demand; service commences July 1.
- 2/ Contract Demand; service contracted for recurring periods (May-October only) of each year through 2022.
- 3/ REGT constructed delivery facilities under automatic blanket authorization.
- 4/ For TSA No. 1002755: Reservation Charge is \$3.9543; Commodity Rate is \$0.03/Dth. For TSA No. 1002908: Reservation Charge is \$0.9125; Commodity Rate is \$0.03/Dth during 1:00-7:00 p.m., \$0.28/Dth during other times.
- 5/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to cap collections at maximum rate (subject to deferred account procedure) or convert agreement to maximum rates; Shipper will have termination right if maximum greater than Negotiated Rates.
- 6/ Unless otherwise agreed, rates applicable only to agreed-to points, quantities and periods.
- 7/ Shipper also has contracted for RS IT and RS PHS (PALS) discounted service.
- 8/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to transactions.

Effective Date: 05/01/2002 Status: Effective

FERC Docket: RP96-200-079

Second Revised Sheet No. 636 Second Revised Sheet No. 636 : Superseded

Superseding: First Revised Sheet No. 636

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule Rate	Contract Demand	Receipt Point(s)
Dynegy Marketing and Trade Perryville	2934	FT	25,000	Neutral Pooling Area
Gulf South @ West Monroe		See Formula below		MRT @
Richland	ANR @ Perryville			South Pooling Area
				Trunkline @
Perryville	Tennessee 100			West 1 Pooling Area
				SONAT @
Monroe	Tennessee 800			West 2 Pooling Area
				TET @ West
Perryville	MidLa @ Quachita Parish			TGT @

Formula Rates for Services up to Contract Demand:

The formula rate will be a unit rate calculated on an assumed 100% load factor basis using the formulas listed below based on daily Index Prices (Inside FERC) or Midpoint Prices (Gas Daily) for spot gas delivered to the pipelines and areas indicated, for each day of the contract term. If the information or publication ceases to be published, the parties shall select another mutually agreeable price or publication. Transporter shall have the right each month to elect either the Gas Daily or Inside FERC formulas listed below. Transporter will inform Shipper of the formula it has chosen for the next month no later than the end of the sixth (6th) Business Day prior to the beginning of the next month. If Transporter does not notify Shipper of its election by the time described above, the Gas Daily formula shall be utilized. The Index Spread each day under the applicable formula shall be equal to (a) the amount remaining when the price specified in (1) of each formula below is subtracted from the price specified in (2) of each formula below, less (b) the Compressor Fuel Value calculated as described below.

- | | |
|-------------------------|------------------------|
| A. Gas Daily Formula | B. Inside FERC Formula |
| (1) Reliant North/South | (1) REGT East |
| (2) Texas Gas Zone 1 | (2) Texas Gas Zone 1 |

If, and to the extent that, on any day supplies from the West 1 or West 2 Pooling Areas are used under the contract, the unit rate for such quantities shall be the applicable Index Spread plus fifty percent (50%) of the difference between the Gas Daily Reliant West Midpoint Price and the Gas Daily Reliant North/South Midpoint Price for such day.

The Compressor Fuel Value shall be calculated by adding (i) the product of the applicable Compressor Fuel percentage as specified and in effect from time to time in REGT's Tariff times the applicable price set forth in (1) above, plus (ii) the EPC tracker.

If the Index Spread for a day is less than or equal to \$0.05 per Dth, then the unit rate (based on an assumed 100% load factor) per Dth of Contract Demand shall be \$0.01. If the Index Spread is greater than \$0.05, then the unit rate per Dth of Contract Demand shall be \$0.01 plus eighty percent (80%) of the amount by which the Index Spread exceeds \$0.05. In any event, however, the unit rate per Dth Contract Demand shall never be below the greater of the applicable then effective minimum Tariff rate(s) or \$0.01.

Rate may default to maximum if Transporter is unable to collect Negotiated Rates for any reason during the term of the contract, and Shipper has termination right in such event. Unless Transporter otherwise agrees, the Commodity Rate shall be the applicable minimum, and the rate for any authorized overrun quantities shall be the greater of the applicable maximum Tariff rate or the applicable formula unit rate. Rate includes any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition costs surcharges. Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com," shall be applicable to this transaction. Eligible quantities for which the initial Receipt Point into Transporter's system cannot be determined shall be deemed to have been received in the Pooling Area which would be charged the highest rate under the transaction.

Effective Date: 06/01/2002 Status: Effective
 FERC Docket: RP96-200-081

Second Revised Sheet No. 637 Second Revised Sheet No. 637 : Effective
 Superseding: First Revised Sheet No. 637

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule Rate	Contract Demand	Receipt Point(s)	
Dynegy Marketing and Trade Ouachita Parish Gulf South @ West Monroe	2901	FT See Formula below	50,000	Neutral Pooling Area	MidLa @
Perryville	ANR @ Perryville			North Pooling Area	MRT @
Richland	Tennessee 100			South Pooling Area	Trunkline @
Perryville				West 1 Pooling Area	SONAT @
Monroe				West 2 Pooling Area	TET @ West
Perryville					TGT @
Gulf @ Perryville					Columbia

Formula Rates for Services up to Contract Demand:

For eligible services up to 50,000 Dth/D, the monthly rate shall be 50,000 x the Aggregated Index Spread (means the sum of the Index Spreads determined for each Day of the Month); in addition, Shipper pays incremental/add-on charges described below based on utilization of certain Receipt/Delivery Points. The formula rate will be a unit rate calculated on an assumed 100% load factor basis using the formulas listed below based on daily Index Prices (Inside FERC) or Midpoint Prices (Gas Daily) for spot gas delivered to the pipelines and areas indicated, for each day of the contract term; provided, however, in no event shall it be less than \$0.06/Dth calculated on a 100% load factor unit basis. If the information or publication ceases to be published, the parties shall select another mutually agreeable price or publication. Transporter shall have the right each month to elect either the Gas Daily or Inside FERC formulas listed below by informing Shipper of the formula it has chosen for the next month no later than the end of the sixth (6th) Business Day prior to the beginning of the next month. If Transporter does not notify Shipper of its election by the time described above, the Gas Daily formula shall be utilized. The Index Spread each day under the applicable formula shall be equal to (a) the amount remaining when the price specified in (1) of each formula below is subtracted from the price specified in (2) of each formula below, less (b) the Compressor Fuel Value calculated as described below.

- | | |
|-------------------------|------------------------|
| A. Gas Daily Formula | B. Inside FERC Formula |
| (1) Reliant North/South | (1) REGT East |
| (2) Texas Gas Zone 1 | (2) Texas Gas Zone 1 |

However, if the calculation results in an amount less than \$0.06, then the Index Spread for that day shall be \$0.06. Compressor Fuel Value shall be calculated by adding (i) the product of the applicable Compressor Fuel percentage as specified and in effect from time to time in REGT's Tariff times the applicable price set forth in (1) above, plus (ii) the applicable EPC surcharge.

The applicable incremental fee or add-on if, and to the extent that, Shipper utilizes certain receipts:

For each Dth of receipts from the North Pooling Area, \$0.03/Dth.

For each Dth of receipts from the West 1 or West 2 Pooling Areas, sixty percent (60%) of the difference between the Midpoint Prices (Gas Daily) for Reliant North/South and Reliant West for spot gas delivered to the pipeline at the referenced locations for each applicable Day.

Effective Date: 01/01/2003 Status: Effective

FERC Docket: RP96-200-093

Third Revised Sheet No. 638 Third Revised Sheet No. 638 : Effective

Superseding: Second Revised Sheet No. 638

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule Rate	Contract Demand	Receipt Point(s)
Dynegy Marketing and Trade	2901	FT	50,000	Neutral Pooling Area
Ouachita Parish Gulf South @ West Monroe		See Formula below		MidLa @
Perryville	ANR @ Perryville			North Pooling Area
Richland Tennessee 100				MRT @
Perryville				South Pooling Area
Monroe				Trunkline @
Perryville				West 1 Pooling Area
Gulf @ Perryville				SONAT @
				West 2 Pooling Area
				TET @ West
				TGT @
				Columbia

The applicable incremental fee, or add-on, if, and to the extent that, Shipper utilizes Columbia Gulf @ Perryville as a Secondary Delivery Point:

One hundred percent (100%) of the difference between the Midpoint Price (Gas Daily) for Columbia Gulf Mainline and Texas Gas Zone 1 for spot gas delivered to the pipeline at the referenced locations for each applicable day; provided, in any event, the add-on shall not be less than \$0.01/Dth. In no case shall the total applicable Transmission Allowance to Shipper for deliveries to CGT, inclusive of the CGT add-on, be less than \$0.07/Dth or more than the difference between the Midpoint Price (Gas Daily) for Columbia Gulf Mainline and the applicable Reliant Energy Gas Transmission Company Receipt Point, adjusted for fuel.

Rate may default to maximum if Transporter is unable to collect Negotiated Rates for any reason during the term of the contract, and Shipper has termination right in such event. Shipper to pay Reservation Charge each Month regardless of quantity transported. Transporter may adjust components of the calculated rate as it may determine from time to time to yield the applicable unit rate when calculated on an assumed 100% load factor basis. If Shipper releases capacity, it shall pay Transporter for any such Commodity Charges not received from replacement shipper. The rate for any authorized overrun quantities shall be the greater of the applicable maximum Tariff rate or the applicable formula unit rate. Rate includes any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition costs surcharges. Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com," shall be applicable to this transaction. Eligible quantities for which the initial Receipt Point into Transporter's system cannot be determined shall be deemed to have been received in the Pooling Area which would be charged the highest rate under the transaction.

Effective Date: 06/01/2002 Status: Effective

FERC Docket: RP96-200-081

Second Revised Sheet No. 639 Second Revised Sheet No. 639 : Effective

Superseding: First Revised Sheet No. 639

STATEMENT OF NEGOTIATED RATES

Shipper Name	Contract Number	Rate Schedule	Maximum Quantity	Receipt Point(s)
Delivery Point(s)	3/	Rates	1/, 2/	
-----	-----	-----	-----	-----
Dynegy Marketing	3060	PHS (Wheeling)	50,000 Dth/D	Perryville Hub
Perryville Hub Delivery Points		\$0.015/Dth		Receipt Points
And Trade				

Shipper also has contracted for RS IT and RS PHS (PALS) discounted service.

Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to transaction.

1/ Notwithstanding the level of utilization of services available, Shipper shall pay a Minimum Annual Billing Amount of no less than \$105,000 (said amount prorated for the final partial Year period hereunder equals \$43,750). If, at the end of the first Year (and at the end of each subsequent Year, or partial Year) of service under this Agreement, a minimum dollar deficiency, as calculated below, exists, then Transporter shall bill, and Shipper shall pay, an amount equal to the difference between the Minimum Annual Billing Amount and the total amount paid by Shipper for services provided during the preceding Year or part thereof hereunder (including payments for any authorized overrun services) plus payments made by Shipper during the same period for certain services provided under that certain Rate Schedule IT Transportation Service Agreement (No. 1002907) and in accordance with its companion Rate Agreement, both of which are dated June 1, 2002. Payments made by Shipper related to penalties, cash-outs, and other such add-ons shall not be credited against the Minimum Annual Billing Amount obligation.

2/ Unless otherwise agreed, rates applicable only to agreed-to points, quantities and periods. Shipper shall not pay at any time less than the minimum applicable rate. Shipper waives any right to credits, refunds and/or other benefits which result in a lower rate or greater economic benefit than the contractual rates agreed to.

Effective Date: 07/01/2002 Status: Effective
 FERC Docket: RP96-200-083

Third Revised Sheet No. 640 Third Revised Sheet No. 640 : Effective
 Superseding: Second Revised Sheet No. 640

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
St. Vincent of interconnection Health System - REGT's transmission St. Vincent Infirmary and the facilities of Medical Center Energy Arkla, a division Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003102	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	786 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 07/01/2002 Status: Effective
 FERC Docket: RP96-200-083

Second Revised Sheet No. 641 Second Revised Sheet No. 641 : Effective
 Superseding: First Revised Sheet No. 641

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
St. Vincent of interconnection Health System - REGT's transmission St. Vincent and the facilities of Doctor's Hospital Energy Arkla, a division Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003103	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	208 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 07/01/2002 Status: Effective
 FERC Docket: RP96-200-083

Original Sheet No. 642 Original Sheet No. 642 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
St. Vincent of interconnection Health System - REGT's transmission St. Vincent Sherwood and the facilities of Energy Arkla, a division Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003104	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	100 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 07/01/2002 Status: Effective
 FERC Docket: RP96-200-083

Original Sheet No. 643 Original Sheet No. 643 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
Remington Arms of interconnection Company, Inc. REGT's transmission and the facilities of Energy Arkla, a division Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003101	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	705 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 07/01/2002 Status: Effective

FERC Docket: RP96-200-083

Original Sheet No. 644 Original Sheet No. 644 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
Central Arkansas of interconnection Veterans Health REGT's transmission System - John L. and the facilities of McClellan Veteran's Energy Arkla, a division Administration Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003099	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	307 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 07/01/2002 Status: Effective

FERC Docket: RP96-200-083

Original Sheet No. 645 Original Sheet No. 645 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
Central Arkansas of interconnection Veterans Health REGT's transmission System - Fort and the facilities of Roots Veteran's Energy Arkla, a division Administration Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003100	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	749 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 07/01/2002 Status: Effective

FERC Docket: RP96-200-083

Original Sheet No. 646 Original Sheet No. 646 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
Baptist Health of interconnection System -Baptist REGT's transmission Health Medical and the facilities of Center - Little Energy Arkla, a division Rock Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003105	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	850 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 07/01/2002 Status: Effective

FERC Docket: RP96-200-083

Original Sheet No. 647 Original Sheet No. 647 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
Baptist Health of interconnection System -Baptist REGT's transmission Health Medical and the facilities of Center - North Energy Arkla, a division Little Rock Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003106	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	250 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 07/01/2002 Status: Effective

FERC Docket: RP96-200-083

Original Sheet No. 648 Original Sheet No. 648 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
Baptist Health of interconnection System -Baptist REGT's transmission Health Eye and the facilities of Center Energy Arkla, a division Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003107	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	35 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 07/01/2002 Status: Effective
 FERC Docket: RP96-200-083

Original Sheet No. 649 Original Sheet No. 649 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
-----	-----	-----	-----	-----	-----
Baptist Health of interconnection System -Baptist REGT's transmission Health Laundry and the facilities of Energy Arkla, a division Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003108	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	85 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 07/01/2002 Status: Effective
 FERC Docket: RP96-200-083

Original Sheet No. 650 Original Sheet No. 650 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number	Rate Schedule Rate 2/ 3/ 4/ 6/	Contract Demand	Receipt Point(s)	Delivery
Baptist Health of interconnection System -Parkway REGT's transmission Village and the facilities of Energy Arkla, a division Energy Resources Corp. Rock, AR where deliveries use in Shipper's facility	1003109	FT \$0.15/Dth (expressed as unit rate at an assumed 100% load factor)	119 Dth/d	North Pooling Area Neutral Pooling Area	At the point between facilities Reliant of Reliant near Little are made for

1/ Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com", shall be applicable to this transaction. Rates include any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition surcharges.

2/ If Transporter unable to collect contemplated Negotiated Rates for any reason during term, Transporter may elect to convert agreement to maximum rates; Shipper will have termination right in such event.

3/ Unless otherwise agreed, rate applicable to specified receipt/delivery points and only to authorized quantities up to Contract Demand.

4/ Shipper must pay Reservation Charge each month based on CD, no matter quantity transported, calculated as a unit rate (on an assumed 100% load factor basis) by subtracting minimum applicable Commodity Rate from unit rate.

5/ Authorized overrun rate is greater of maximum applicable overrun rate or applicable unit rate shown hereon.

6/ \$0.04/Dth add-on to the Commodity Rate for receipts from the North Pooling Area.

7/ Unless unauthorized overrun, eligible quantities for which the initial Receipt Point cannot be determined shall be deemed to have been received as follows:

- (a) if no overrun scheduled, prorated based on nominations;
- (b) if overrun scheduled, prorated based on overrun nominations; and
- (c) if no nominations, from point or Pool which would be charged highest rate under agreement.

8/ If Shipper releases capacity, it shall pay Transporter for any Commodity Rate charges not received by Transporter from the replacement Shipper.

Effective Date: 10/01/2002 Status: Effective
 FERC Docket: RP96-200-085

Original Sheet No. 651 Original Sheet No. 651 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Delivery Point(s)	Contract Number	Rate Schedule Rate	Contract Demand	Receipt Point(s)	
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TPS Dell, LLC plant @ Mississippi County, AR	1002874	FT See (1)-(3) below	102,000	Neutral Pooling Area	TPS Dell
Glendale	Gulf South @ West Monroe			North Pooling Area	MRT @
Perryville	NGPL @ Hot Spring			West 1 Pooling Area	SONAT @
Donaldson				West 2 Pooling Area	TETCO @

(1) For eligible services within applicable Contract Limitations (e.g., CD, Receipt Entitlements) and between the specified points, the Reservation Charge shall be \$5.2925/Dth per Month; provided, however, if pressures for scheduled quantities up to the MDO at the Primary Delivery Point fall below the desired target pressure of at least 600 psig on any six (6) days in any annual period under the Agreement and provided that such failure is not due to an event of force majeure (as such term is defined in Transporter's Tariff) or does not occur during issuance of an applicable Operational Flow Order, then the applicable Reservation Charges for the following twelve (12) Months shall be reduced to \$5.2165 per Dth per Month. The Commodity Rate applicable to deliveries within the quantity limitations and to the Primary Delivery Point (TPS Dell plant) and the NGPL @ Hot Spring Secondary Delivery Point, shall be the minimum applicable Tariff rate. For eligible secondary deliveries to the other points listed above, in addition to the minimum Tariff Commodity Rate, Shipper also shall pay an incremental or add-on amount calculated as follows: .5(B - A) - \$0.17, but in no event less than zero, where A is the Midpoint Price published in Gas Daily for the day of delivery for Reliant East (Oklahoma) and B is the Gas Daily Midpoint Price (the appropriate index to be based on which Secondary Delivery Point used) for Southern Natural, La. (Louisiana-Onshore South), Gulf South (Zones 1 and 2), MRT, Mainline (East Texas - North Louisiana Area), or Texas Eastern, ETX (East Texas - North Louisiana), as applicable (if the information or publication is not available, the parties shall select a comparable substitute index price or publication).

(2) If Shipper releases capacity, it shall pay Transporter for any portion of the foregoing calculated Commodity Rate applicable to the specified Secondary Delivery Points not received by Transporter from the replacement Shipper. However, GRI (only to the extent the charge is voluntary and discountable prior to any other component of the rate), ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition cost surcharges shall not be utilized to charge amounts in excess of the applicable Transmission Allowance (for purposes hereof, such term shall mean the combined discounted Reservation and Commodity components) with respect to services that qualify for the rates set forth herein. The parties also agree that Shipper shall not be required to pay, in addition to the applicable Transmission Allowance, any future surcharges, fees, assessments or similar charges, except to the extent any such charges or amounts (i) are required to be collected from all firm shippers by a governmental authority having jurisdiction and (ii) are not discountable. In any event, the Transmission Allowance in any Month shall never be below Transporter's applicable minimum Tariff rate. In addition to applicable Transmission Allowance, Shipper to bear/pay applicable Fuel, LUFG and EPC retentions and charges.

(3) Unless agreed otherwise, overrun quantities to be charged no less than the applicable maximum Tariff rate.

(4) Transporter agreed to construct certain delivery facilities and install additional mainline compression in order to be able to provide service. Service to commence upon in-service date following completion of all such construction but no earlier than January 1, 2003.

(5) Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site at <http://pipelines.reliantenergy.com>, shall be applicable to this transaction except as otherwise provided.

Effective Date: 11/04/2002 Status: Effective
 FERC Docket: RP96-200-087

Original Sheet No. 652 Original Sheet No. 652 : Effective

				STATEMENT OF NEGOTIATED RATES	
Shipper Name	Contract Number	Rate Schedule	Contract Demand (Dth)	Maximum Contract Quantity	Reservation Charge
Commodity	Receipt Point (s)	Delivery Point (s) (5)		(Dth/Day) (1)	(\$/Dth/Month)
(\$/Dth)					
-----	-----	-----	-----	-----	-----
Hot Spring Power	1002891	FT	80,000		\$2.58542 (2)
\$0.03 (3)	West 1 Pooling Area	Point to be constructed			
Company, L.L.C.	West 2 Pooling Area	off Line BT-1-B at or			
	1002896	IT	120,000		
See (4) below	Neutral Pooling Area	near Shipper's			
	North Pooling Area	proposed electric	40,000		
	South Pooling Area	generating plant in			
		Hot Spring County, AR			
		MRT @ Glendale			
		TETCO @ Donaldson			

- NGPL @ Hot Spring
- (1) For Period 1 (August 1, 2003 to Service Commencement Date under FT TSA No. 1002891) and Period 2 (for fifteen (15) Years thereafter), respectively.
- (2) If pressure at Primary Delivery Point falls below 640 psig target level for reasons other than force majeure, or except during issuance of an OFO, for any consecutive 48-hour period, thereafter and continuing until target pressure level restored, Reservation Charge (calculated on an assumed 100% load factor unit basis) to be reduced to zero for each Dth nominated and scheduled (up to MDO) which unable to deliver or receive solely because of pressure level below target.
- (3) The Commodity Rate applicable under FT TSA to those Secondary Delivery Points identified below shall be based on the index prices ("Index Prices") for the applicable daily Midpoint prices for delivery to the pipeline(s) for the area indicated, as reflected in "Gas Daily" (published by Financial Times Energy), for Day of deliveries. If the information or publication ceases to be published, the parties shall select another mutually agreeable Index Price.
- The applicable Index Spread for a particular Secondary Delivery Point, delivery Day and source of receipt shall be (a) the positive difference (if any) between the Index Prices specified in (1) and (2) below, less (b) the Compressor Fuel Value (if Compressor Fuel charges or retentions apply to the applicable deliveries). The Compressor Fuel Value shall be calculated by multiplying the Index Price applicable to the delivery Day for the source of the receipts by the applicable Compressor Fuel percentage (Fuel Use + LUFG percentages), as authorized and in effect from time to time by Transporter's Tariff, and then adding the applicable Electric Power Cost charge to that product.
- (1) The Index Price listed below for such Secondary Delivery Point.
- (2) The Index Price, listed below for such source of receipts delivered to such Secondary Delivery Point.

Subject to the other requirements and conditions of the Rate Agreement, the Commodity Rate applicable to gas transported under the FT Agreement to a particular Secondary Delivery Point on a particular Day shall consist of: (i) the first \$0.03 of the applicable Index Spread for such Secondary Delivery Point, such delivery Day and the applicable source of receipts; plus (ii) 25% of the next \$0.1134, if any, of such Index Spread amount (greater than \$0.03 but up to and including \$0.1434); plus (iii) 75% of such Index Spread amount in excess of \$0.1434. In any event, however, the applicable Commodity Rate for these purposes shall never be below \$0.03 per Dth.

Applicable Secondary Delivery Points	Quantity Caps	Index Price (published Midpoint)
Source of Receipts	Index Price (published Midpoint)	
-----	-----	-----
ANR @ Custer	40 Mdth/Day	ANR (Oklahoma)
West 1 and West 2	Reliant West (Oklahoma)	
Panhandle Eastern @ Custer	40 Mdth/Day	PEPL (Oklahoma)

Pooling Areas	Reliant (North/South) (Oklahoma)	
SONAT @ Perryville	25 Mdth/Day	SONAT (Louisiana-Onshore South)
Neutral, North and South		
Texas Gas @ Perryville	25 Mdth/Day	Texas Gas (entire Z1) (E. Texas-
Pooling Areas		
		North Louisiana Area)
Trunkline @ Perryville	25 Mdth/Day	Trunkline E. La. (Louisiana-Onshore South)
Texas Eastern @ Perryville	25 Mdth/Day	Texas Eastern (E. La.) (Louisiana-Onshore
South)		

If capacity released, Shipper pays Transporter for any agreed-to Commodity Rate Charges not paid by the replacement Shipper.

Effective Date: 11/04/2002 Status: Effective

FERC Docket: RP96-200-087

Original Sheet No. 653 Original Sheet No. 653 : Effective

STATEMENT OF NEGOTIATED RATES					
Shipper Name	Contract Number	Rate Schedule	Contract Demand (Dth)	Maximum Contract Quantity	Reservation Charge
Commodity	Receipt Point (s)	Delivery Point (s) (5)		(Dth/Day) (1)	(\$/Dth/Month)
(\$/Dth)					
Hot Spring Power	1002891	FT	80,000		\$2.58542 (2)
\$0.03 (3)	West 1 Pooling Area	Point to be constructed			
Company, L.L.C.	West 2 Pooling Area	off Line BT-1-B at or			
	1002896	IT	120,000		
See (4) below	Neutral Pooling Area	near Shipper's	40,000		
	North Pooling Area	proposed electric			
	South Pooling Area	generating plant in			
		Hot Spring County, AR			
		MRT @ Glendale			
		TETCO @ Donaldson			
		NGPL @ Hot Spring			

(4) The rate applicable under the IT TSA for deliveries to the plant up to 120,000 Dth/Day during Period 1 and up to 40,000 Dth/Day for the remainder of the term shall be unit rates ("Transmission Allowance") applicable to the specified receipts as follows:

West 1 Pools and Additional Individual Receipt Points (AIRPs)	\$0.065/Dth	North Pools
and AIRPs	\$0.065/Dth	
West 2 Pools and AIRPs	\$0.055/Dth	South Pools
and AIRPs	\$0.045/Dth*	
Neutral Pools and AIRPs	\$0.045/Dth	Perryville
Hub Receipt Points	\$0.035/Dth	

* Excluding receipts from the TETCO @ Donaldson and NGPL @ Hot Spring points for which the applicable rate shall be \$0.015/Dth for the entire term hereof

(not subject to the market index adjustment mechanism) so long as in excess of the applicable minimum rate.

Following Year 8, the above rates shall be adjusted (either up or down but never to a level below said rates shown immediately above) to the extent applicable

based on the Year to Year percentage change (using the immediately preceding two calendar years to determine the percentage adjustment factor applicable for

Year 9 and thereafter) in the applicable Average Annual Basis, which is to be calculated as follows:

For West 1, West 2 Pooling Areas: NYMEX Henry Hub average contract settlement price for monthly closings for the prior 12 calendar months less average of REGT West Index Prices (adjusted for applicable fuel and EPC).
For Neutral, North and South Pooling Areas: NYMEX Henry Hub average contract settlement price for monthly closings for the prior 12 calendar months less average of REGT East Index Prices (adjusted for applicable fuel and EPC).

For Perryville Hub Points: Average of Southern Natural Gas Company - Louisiana, Texas Gas Transmission Corporation - Zone 1, Trunkline Gas Company - Louisiana, and Texas Eastern Transmission Company - East Louisiana Zone Index Prices for the prior 12 calendar months less average of REGT East Index Prices (adjusted for applicable fuel and EPC).

The applicable pipeline Index Price used shall be that for spot gas delivered to the pipeline in the referenced areas for bid week of each Month as published in

the first issue of the Month of "Inside FERC's Gas Market Report" (or such other source as the parties may mutually agree) and the fuel adjustment shall be

calculated by multiplying the applicable REGT weighted average Compressor Fuel percentage, as authorized and in effect for the Year, times the applicable weighted average REGT Index Price.

(5) Plant point is Primary Delivery Point for FT TSA and only eligible point for IT TSA; eligible Secondary Delivery Points under FT TSA as listed and as set forth in (3) above.

Effective Date: 11/04/2002 Status: Effective
 FERC Docket: RP96-200-090

Substitute Original Sheet No. 654 Substitute Original Sheet No. 654 : Effective

				STATEMENT OF NEGOTIATED RATES	
Shipper Name	Contract Number	Rate Schedule	Contract Demand (Dth)	Maximum Contract Quantity	Reservation Charge
Commodity	Receipt Point(s)	Delivery Point(s) (5)		(Dth/Day) (1)	(\$/Dth/Month)
(\$/Dth)					
-----	-----	-----	-----	-----	-----
Hot Spring Power	1002891	FT	80,000		\$2.58542 (2)
\$0.03 (3)	West 1 Pooling Area	Point to be constructed			
Company, L.L.C.	West 2 Pooling Area	off Line BT-1-B at or			
	1002896	IT	120,000		
See (4) below	Neutral Pooling Area	near Shipper's			
	North Pooling Area	proposed electric	40,000		
	South Pooling Area	generating plant in			
		Hot Spring County, AR			
		MRT @ Glendale			
		TETCO @ Donaldson			
		NGPL @ Hot Spring			

- (6) Unless agreed otherwise, overrun quantities to be charged no less than maximum Tariff rate.
- (7) Standard Rate & Related Provisions for Non-Maximum Rate Agreements, posted in REGT News Section of REGT's Internet web site "pipelines.reliantenergy.com", shall apply to these transactions except as otherwise provided. Contractual rates apply only to services described, including, without limitation, points, quantities and dates specified. Rates include any applicable GRI, ACA, GT&C Section 13.3, Order No. 528 and Order No. 636 transition cost surcharges, and, for FT TSA, include future surcharges to extent collection is voluntary and discounted prior to any other base component of rate. In addition to rates shown, Shipper to bear/pay all applicable fuel and EPC retentions and charges.
- (8) Transporter to construct a lateral line and delivery facilities under blanket authorization with Shipper having option to acquire, as a plant line, the lateral line. FT TSA to commence earlier of commercial operation date of Shipper's plant or June 1, 2004.

Effective Date: 11/04/2002 Status: Effective

FERC Docket: RP96-200-087

Sheet Nos. 655 - 699 Sheet Nos. 655 - 699 : Superseded

Sheet Nos. 655 through 699
are reserved for future use.

Effective Date: 11/01/2002 Status: Effective

FERC Docket: RP96-200-086

Sheet Nos. 656 - 699 Sheet Nos. 656 - 699 : Effective

Sheet Nos. 656 through 699
are reserved for future use.

Effective Date: 02/01/2003 Status: Effective
FERC Docket: RP96-200-095

First Revised Sheet No. 659 First Revised Sheet No. 659 : Effective
Superseding: Original Sheet No. 659

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery
Oneok Energy Marketing, 1/ And Trading Company, L.P.	1003138 See 2/ or 3/ below, as applicable	FT	62,000	Neutral South North West 1 and West 2	
1/ Columbia Gulf @ Perryville (DRN No. 151356) Trunkline @ Richland (DRN No. 41191) SONAT Perryville (DRN No. 151251) TET @ West Monroe (DRN No. 55577) TGT @ Perryville (DRN No. 44085)				Gulf South @ West Monroe (DRN No. 151252) ANR @ Perryville (DRN No. 9732) Tennessee 100 (DRN No. 163806) Tennessee 800 (DRN No. 163807) MRT @ Perryville (DRN No. 60478)	

2/ Shipper shall pay each month for eligible services up to CD (as effective on the date hereof), except, for the month of February 2003, the rates described herein apply to only 32,000 Dth of the CD, the product of (a) each Dth of CD; (b) the Average Index Price as described below; and (c) 30.41667; Shipper shall also pay any of the incremental charges, as described below, incurred due to utilization of certain Receipt Points. For the purposes hereof, the term "Transmission Allowance" shall mean the applicable total rate(s) (Reservation and/or Commodity charges) applicable to the eligible quantities as provided herein. Shipper shall pay a Reservation Charge each month based on the Dth of CD specified in the Agreement regardless of the quantity of gas transported during each month. However, in no case shall the Transmission Allowance, calculated on an assumed 100% load factor basis, be less than \$0.045 per Dth. Transporter may adjust the components of its rates as it may determine from time to time to yield the applicable Transmission Allowances when calculated on an assumed 100% load factor basis; provided, however, any of the incremental charges incurred shall be billed as a Commodity Rate.

The Average Index Price shall be based on Midpoint Prices as published in Gas Daily for spot gas delivered to pipelines for each day of the Service Month. If the price information or Gas Daily publication ceases to be published, the parties shall select another mutually agreeable index price or publication. The Average Index Price shall equal the monthly arithmetic average of the Daily Price Indices calculated for each day of the Service Month.

The Daily Price Index is calculated as follows:

Eighty Five Percent (85%) of the following formula:

- (1) Gas Daily Louisiana-Onshore South, Columbia Gulf Mainline Midpoint Price, minus
- (2) Gas Daily Oklahoma, Reliant East Midpoint Price, minus
- (3) Fuel Value.

The Fuel Value for each day shall be calculated by multiplying the applicable fuel percentage (the sum of the Fuel Use and LUFG percentages), as authorized and in effect from time to time in Transporter's Tariff, times the above-referenced Midpoint Price for Transporter, plus the applicable EPC charge.

Effective Date: 02/01/2003 Status: Effective
FERC Docket: RP96-200-095

First Revised Sheet No. 660 First Revised Sheet No. 660 : Effective
Superseding: Original Sheet No. 660

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery
Oneok Energy Marketing, 1/ And Trading Company, L.P. as applicable	1003138 See 2/ or 3 below, as applicable	FT	62,000	Neutral South North West 1 and West 2	

If, for any day, the Daily Price Index calculation is less than \$0.045/Dth, then the Daily Price Index for that day shall be deemed to be \$0.045/Dth.

An incremental fee or add-on shall apply if, and to the extent that, Shipper utilizes receipts from certain locations for eligible services under the Agreement as follows:

-- For each Dth of receipts from the North Pooling Area: \$0.02/Dth
-- For each Dth of receipts from the West 1 or West 2 Pooling Areas, the incremental fee shall be fifty percent (50%) of the difference remaining when the Midpoint Price (Gas Daily) for Reliant West is subtracted from the Midpoint Price (Gas Daily) for Reliant East for the applicable day; provided, however, that the incremental fee shall never be below \$0.00/Dth.

To the extent not deemed unauthorized overrun quantities, eligible quantities for which the initial Receipt Point into Transporter's system cannot be determined ("Excess Quantities") shall be deemed to have been received as follows:

(i) If there are no scheduled overrun nominations, Excess Quantities shall be prorated based on Shipper's nominations;
(ii) If there are scheduled overrun nominations, the Excess Quantities shall be prorated among those overrun nominations; and
(iii) If there are no nominations, then Excess Quantities may be deemed to have been received at the point or from the Pool, which would result in the highest rate hereunder.

If Shipper releases capacity, it shall pay Transporter for any of the foregoing incremental Commodity Rate charges not received by Transporter from the replacement Shipper.

Transporter and Shipper may agree to convert (1) above, (2) above, or both to a fixed price. Alternatively, Transporter may require such conversion subject to identification of party to provide financial risk management transaction with Shipper to support fixed price.

If Transporter is unable to collect Negotiated Rates for any reason during the term of the contract, Transporter may elect to (i) continue to use formula rate capped at maximum; (ii) continue to use formula rate capped at maximum and adjust billings prospectively and retroactively up to maximum to collect deferred amounts; or (iii) charge maximum rates and Shipper has termination right in such event. The rate for any authorized overrun quantities shall be the greater of the applicable maximum Tariff rate or the applicable formula unit rate. Rate includes any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition costs surcharges. Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com," shall be applicable to this transaction.

Effective Date: 02/01/2003 Status: Effective
 FERC Docket: RP96-200-095

Original Sheet No. 660A Original Sheet No. 660A : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery
Oneok Energy Marketing, 1/ And Trading Company, L.P. as applicable	1003138 See 2/ or 3/ below, as applicable	FT	62,000	Neutral South North West 1 and West 2	

3/ Shipper shall pay during February 2003 for eligible services for the remainder of CD (i.e., 30,000 Dth) the product of (a) each Dth of CD; (b) the Average Index Price as described below; and (c) 30.41667; Shipper shall also pay any of the incremental charges, as described below, incurred due to utilization of certain Receipt Points. For the purposes hereof, the term "Transmission Allowance" shall mean the applicable total rate(s) (Reservation and/or Commodity charges) applicable to the eligible quantities as provided herein. Shipper shall pay a Reservation Charge each month based on the Dth of CD specified in the Agreement regardless of the quantity of gas transported during each month. However, in no case shall the Transmission Allowance, calculated on an assumed 100% load factor basis, be less than \$0.09 per Dth. Transporter may adjust the components of its rates as it may determine from time to time to yield the applicable Transmission Allowances when calculated on an assumed 100% load factor basis; provided, however, any of the incremental charges incurred shall be billed as a Commodity Rate.

The Average Index Price shall be based on Midpoint Prices as published in Gas Daily for spot gas delivered to pipelines for each day of the Service Month. If the price information or Gas Daily publication ceases to be published, the parties shall select another mutually agreeable index price or publication. The Average Index Price shall equal the monthly arithmetic average of the Daily Price Indices calculated for each day of the Service Month.

The Daily Price Index is calculated as follows:

Seventy Percent (70%) of the following formula:

- (1) Gas Daily Louisiana-Onshore South, Columbia Gulf Mainline Midpoint Price, minus
- (2) Gas Daily Oklahoma, Reliant East Midpoint Price, minus
- (3) Fuel Value.

The Fuel Value for each day shall be calculated by multiplying the applicable fuel percentage (the sum of the Fuel Use and LUFG percentages), as authorized and in effect from time to time in Transporter's Tariff, times the above-referenced Midpoint Price for Transporter, plus the applicable EPC charge.

Effective Date: 02/01/2003 Status: Effective
 FERC Docket: RP96-200-095

Original Sheet No. 660B Original Sheet No. 660B : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery
Oneok Energy Marketing, 1/ And Trading Company, L.P. as applicable	1003138	FT	62,000	Neutral South North West 1 and West 2	

If, for any day, the Daily Price Index calculation is less than \$0.09/Dth, then the Daily Price Index for that day shall be deemed to be \$0.09/Dth.

An incremental fee or add-on shall apply if, and to the extent that, Shipper utilizes receipts from certain locations for eligible services under the Agreement as follows:

-- For each Dth of receipts from the North Pooling Area: \$0.02/Dth
 -- For each Dth of receipts from the West 1 or West 2 Pooling Areas, the incremental fee shall be fifty percent (50%) of the difference remaining when the Midpoint Price (Gas Daily) for Reliant West is subtracted from the Midpoint Price (Gas Daily) for Reliant East for the applicable day; provided, however, that the incremental fee shall never be below \$0.00/Dth.

To the extent not deemed unauthorized overrun quantities, eligible quantities for which the initial Receipt Point into Transporter's system cannot be determined ("Excess Quantities") shall be deemed to have been received as follows:

(i) If there are no scheduled overrun nominations, Excess Quantities shall be prorated based on Shipper's nominations;
 (ii) If there are scheduled overrun nominations, the Excess Quantities shall be prorated among those overrun nominations; and
 (iii) If there are no nominations, then Excess Quantities may be deemed to have been received at the point or from the Pool, which would result in the highest rate hereunder.

If Shipper releases capacity, it shall pay Transporter for any of the foregoing incremental Commodity Rate charges not received by Transporter from the replacement Shipper.

Transporter and Shipper may agree to convert (1) above, (2) above, or both to a fixed price. Alternatively, Transporter may require such conversion subject to identification of party to provide financial risk management transaction with Shipper to support fixed price.

If Transporter is unable to collect Negotiated Rates for any reason during the term of the contract, Transporter may elect to (i) continue to use formula rate capped at maximum; (ii) continue to use formula rate capped at maximum and adjust billings prospectively and retroactively up to maximum to collect deferred amounts; or (iii) charge maximum rates and Shipper has termination right in such event. The rate for any authorized overrun quantities shall be the greater of the applicable maximum Tariff rate or the applicable formula unit rate. Rate includes any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition costs surcharges. Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com," shall be applicable to this transaction.

Effective Date: 11/01/2002 Status: Effective

FERC Docket: RP96-200-089

Original Sheet No. 661 Original Sheet No. 661 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery
Oneok Energy Marketing, 1/ And Trading Company, L.P.	1003284 See 2/ below	FT	25,000	North South Neutral West 1 and West 2	

1/ Columbia Gulf @ Perryville (DRN No. 151356)	Gulf South @ West Monroe (DRN No. 151252)
Trunkline @ Richland (DRN No. 41191)	ANR @ Perryville (DRN No. 9732)
SONAT Perryville (DRN No. 151251)	Tennessee 100 (DRN No. 163806)
TET @ West Monroe (DRN No. 55577)	Tennessee 800 (DRN No. 163807)
TGT @ Perryville (DRN No. 44085)	MRT @ Perryville (DRN No. 60478)

2/ Shipper shall pay each month for eligible services up to CD (as effective on the date hereof) the product of (a) each Dth of CD; (b) the

Average Index Price as described below; and (c) 30.41667; Shipper shall also pay any of the incremental charges, as described below, incurred

due to utilization of certain Receipt Points. For the purposes hereof, the term "Transmission Allowance" shall mean the applicable total

rate(s) (Reservation and/or Commodity charges) applicable to the eligible quantities as provided herein. Shipper shall pay a Reservation

Charge each month based on the Dth of CD specified in the Agreement regardless of the quantity of gas transported during each month. However,

in no case shall the Transmission Allowance, calculated on an assumed 100% load factor basis, be less than \$0.0575 per Dth. Transporter may

adjust the components of its rates as it may determine from time to time to yield the applicable Transmission Allowances when calculated on an

assumed 100% load factor basis; provided, however, any of the incremental charges incurred shall be billed as a Commodity Rate.

The Average Index Price shall be based on Midpoint Prices as published in Gas Daily for spot gas delivered to pipelines for each day of the

Service Month. If the price information or Gas Daily publication ceases to be published, the parties shall select another mutually agreeable

index price or publication. The Average Index Price shall equal the monthly arithmetic average of the Daily Price Indices calculated for each day of the Service Month.

The Daily Price Index is calculated as follows:

Eighty Five Percent (85%) of the following formula:

- (1) Gas Daily Louisiana-Onshore South, Columbia Gulf Mainline Midpoint Price, minus
- (2) Gas Daily Oklahoma, Reliant East Midpoint Price, minus
- (3) Fuel Value.

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FERC Docket: RP96-200-089

Original Sheet No. 662 Original Sheet No. 662 : Effective

STATEMENT OF NEGOTIATED RATES

Shipper Name Point(s)	Contract Number Rate	Rate Schedule	Contract Demand	Receipt Point(s)	Delivery
Oneok Energy Marketing, 1/ And Trading Company, L.P.	1003284 See 2/ below	FT	25,000	North South Neutral West 1 and West 2	

The Fuel Value for each day shall be calculated by multiplying the applicable fuel percentage (the sum of the Fuel Use and LUGF percentages), as authorized and in effect from time to time in Transporter's Tariff, times the above-referenced Midpoint Price for Transporter, plus the applicable EPC charge

If, for any day, the Daily Price Index calculation is less than \$0.0575/Dth, then the Daily Price Index for that day shall be deemed to be \$0.0575/Dth.

An incremental fee or add-on shall apply if, and to the extent that Shipper utilizes receipts from certain locations for eligible services under the Agreement as follows:

-- For each Dth of receipts from the West 1 or West 2 Pooling Areas, the incremental fee shall be fifty percent (50%) of the difference remaining when the Midpoint Price (Gas Daily) for Reliant West is subtracted from the Midpoint Price (Gas Daily) for Reliant East for the applicable day; provided, however, that the incremental fee shall never be below \$0.00/Dth.

To the extent not deemed unauthorized overrun quantities, eligible quantities for which the initial Receipt Point into Transporter's system cannot be determined ("Excess Quantities") shall be deemed to have been received as follows:

(i) If there are no scheduled overrun nominations, Excess Quantities shall be prorated based on Shipper's nominations;
(ii) If there are scheduled overrun nominations, the Excess Quantities shall be prorated among those overrun nominations; and
(iii) If there are no nominations, then Excess Quantities may be deemed to have been received at the point or from the Pool, which would result in the highest rate hereunder.

If Shipper releases capacity, it shall pay Transporter for any of the foregoing incremental Commodity Rate charges not received by Transporter from the replacement Shipper.

Transporter and Shipper may agree to convert (1) above, (2) above, or both to a fixed price. Alternatively, Transporter may require such conversion subject to identification of party to provide financial risk management transaction with Shipper to support fixed price.

If Transporter is unable to collect Negotiated Rates for any reason during the term of the contract, Transporter may elect to (i) continue to use formula rate capped at maximum; (ii) continue to use formula rate capped at maximum and adjust billings prospectively and retroactively up to maximum to collect deferred amounts; or (iii) charge maximum rates and Shipper has termination right in such event. The rate for any authorized overrun quantities shall be the greater of the applicable maximum Tariff rate or the applicable formula unit rate. Rate includes any applicable GRI, ACA, GT&C Section 13.4, Order No. 528 and Order No. 636 transition costs surcharges. Standard Rate and Related Provisions for Non-Maximum Rate Agreements, shown in the REGT News section of REGT's Internet web site "pipelines.reliantenergy.com," shall be applicable to this transaction.

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FERC Docket: RP96-200-089

Sheet Nos. 663 - 699 Sheet Nos. 663 - 699 : Effective

Sheets 663 through 699 are

Reserved for future use.

