

Columbia Gas Transmission, LLC
FERC NGA Gas Tariff
Original Volume No. 1.1

Section 2.5
Non-Conforming Svc Agmts
Version 0.0.0

Non-Conforming Service Agreement
No. 79024

Sunoco Power Generation, L.L.C.

Agreement Effective Date: May 28, 2004

Issued : October 7, 2010

Effective: November 7, 2010

SERVICE AGREEMENT NO.
CONTROL NO.

79024
2004-05-27-0002

FTS SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 27 day of May, 2004, by and between:

Columbia Gas Transmission Corporation
("Transporter")
AND
Sunoco Power Generation L.L.C.
("Shipper")

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission. Service hereunder shall be provided subject to the provisions of Part 284. 223 of Subpart G of the Commission's regulations. Shipper warrants that service hereunder is being provided on behalf of Shipper.

Section 2. Term. Service under this Agreement shall commence as of May 28, 2004, and shall continue in full force and effect until December 31, 2012 and from Year -to- Year thereafter unless terminated by either party upon 12 Months' written notice to the other prior to the end of the initial term granted or any anniversary date thereafter. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: a) specified quantities (contract demand or commodity quantities); b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; c) quantities during specified time periods; d) quantities at specified points, locations, or other defined geographical areas; and e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported). In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sheets. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

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Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at Post Office Box 1273, Charleston, West Virginia 25325-1273, Attention: Manager - Customer Services and notices to Shipper shall be addressed to it at:

Sunoco Power Generation L.L.C.
1801 Market Street
Philadelphia, PA 19103

ATTN: Edward Minka

A Scott Allison

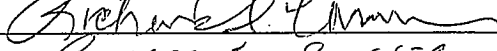
until changed by either party by written notice.

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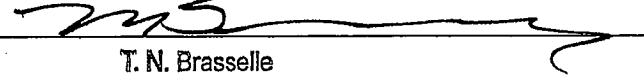
Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements: FTS 68801.

Sunoco Power Generation L.L.C.

By: 
Name: RICHARD S. CONNER
Title: PRESIDENT - SUNOCO POWER GEN. LLC
Date: 11/30/04

MKS

Columbia Gas Transmission Corporation

By: 
Name: T. N. Brasselle
Title: MGR Customer Services
Date: DEC 03 2004

Appendix A to Service Agreement No. 79024
 Under Rate Schedule FTS
 Between (Transporter) Columbia Gas Transmission Corporation
 and (Shipper) Sunoco Power Generation L.L.C.

Transportation Demand 55,000 Dth/Day

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Primary Receipt Points	Maximum Daily Quantity (Dth/Day)	Minimum Receipt Pressure Obligation (psig) 1/	Hourly Flowrate (Dth/hour) 1/
F1	PAULDING-3	F1			55,000		

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Appendix A to Service Agreement No. 79024
 Under Rate Schedule FTS
 Between (Transporter) Columbia Gas Transmission Corporation
 and (Shipper) Sunoco Power Generation L.L.C.

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Primary Delivery Points	Maximum Daily Delivery Obligation (Dth/day) 1/	Design Daily Quantity (Dth/Day) 1/	Aggregate Daily Quantity 1/	Minimum Delivery Pressure Obligation (psig) 1/	Hourly Flowrate (Dth/hour) 1/
91A	WEST DEPTFORD/PSEG	632228	WEST DEPTFORD		55,000				

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Appendix A to Service Agreement No. 79024

Under Rate Schedule FTS

Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Sunoco Power Generation L.L.C.

1/ Application of MDDOs, DDQs, and ADQs and/or minimum pressure and/or hourly flowrate shall be as follows:

Appendix A to Service Agreement No. 79024

Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Sunoco Power Generation L.L.C.

The Master list of Interconnects (MLI) as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for the purposes of listing valid secondary interruptible receipt points and delivery points.

Yes No (Check applicable blank) Transporter and Shipper have mutually agreed to a Regulatory Restructuring Reduction Option pursuant to Section 42 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Yes No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

Service pursuant to this Appendix A, Revision No. 0 shall be effective May 28, 2004 through December 31, 2012.

Yes No (Check applicable blank) This Appendix A, Revision No. 0 shall cancel and supersede the Previous Appendix A, Revision No. ___ effective as of ____, 20__, to the Service Agreement referenced above.

Yes No (Check applicable blank) All Gas shall be delivered at existing points of interconnection within the MDDO's, and/or ADQ's, and/or DDQ's, as applicable, set forth in Transporter's currently effective Rate Schedule FTS Appendix A, Revision No. 0 with Shipper, which for such points set forth are incorporated herein by reference.

With the exception of this Appendix A, Revision No. 0 all other terms and conditions of said Service Agreement shall remain in full force and effect.

Sunoco Power Generation L.L.C.

By: Richard S. Conner
Name: Richard S. Conner
Title: President - Sunoco Power Gen. LLC
Date: 1/30/04

Columbia Gas Transmission Corporation

By: T. N. Brasselle
Name: T. N. Brasselle
Title: MGR Customer Services
Date: DEC 03 2004