



NiSource Gas Transmission & Storage[®]

Columbia Gas Transmission, LLC

5151 San Felipe, Suite 2500
Houston, TX 77056

Direct: 713.267.4759
Fax: 713.267.4755
jdowns@nisource.com

Jim Downs

Vice President of Rates and Regulatory Affairs

May 28, 2010

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: *Columbia Gas Transmission, LLC*, Docket No. RP10-577-_____

Dear Secretary Bose:

In compliance with the order issued by the Federal Energy Regulatory Commission (“Commission”) on April 30, 2010,¹ and pursuant to Section 4 of the Natural Gas Act (“NGA”), and Part 154 of the Commission’s regulations,² Columbia Gas Transmission, LLC (“Columbia”) hereby submits for filing the following revised tariff sections of its FERC Gas Tariff, Fourth Revised Volume No. 1, with a proposed effective date of May 1, 2010.

Part VII.4, Version 1.0.0 (Auctions of Available Firm Service)

Part VII.47, Version 1.0.0 (Offsystem Pipeline Capacity)

Part VIII.1, Version 1.0.0 (Service Agreement for FTS, NTS, NTS-S, TPS, SST, OPT, ITS and GTS)

Part VIII.1.1, Version 1.0.0 (Appendix A for FTS, NTS, NTS-S, and TPS)

Part VIII.1.2, Version 1.0.0 (Appendix A for SST)

Part VIII.1.4, Version 1.0.0 (Appendix A for OPT)

Part VIII.1.7, Version 1.0.0 (Appendix A for GTS)

Part VIII.2, Version 1.0.0 (Service Agreement for FSS)

Statement of Nature, Basis and Reasons

On April 1, 2010, Columbia filed to revise its tariff to: (1) revise Section 47 of the General Terms and Conditions (“GTC”) of its tariff clarifying its obligations with respect to offsystem capacity;³ (2) revise GTC Section 4.2(i) to clarify that Columbia may reserve capacity for projects to be constructed under its blanket prior notice certificate authority; (3) revise GTC Section 4.1(b)(2) to clarify Columbia’s right to renegotiate the terms of service agreements with shippers; and (4) revise Columbia’s form of service agreements to provide additional contracting flexibility under Rate Schedule GTS.

The Commission generally accepted the proposed tariff revisions, effective May 1, 2010, subject to further revisions. Specifically, Columbia was directed to revise GTC Section 47 to:

¹ *Columbia Gas Transmission, LLC*, 131 FERC ¶ 61,093 (2010) (“April 30 Order”).

² 18 C.F.R. Part 154 (2009).

³ On April 9, 2010, Columbia submitted its baseline electronic tariff filing in Docket No. RP10-595-000. As part of that filing, GTC Section 48, as originally filed in this proceeding, was renumbered as GTC Section 47.

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(1) provide that Columbia will seek prior Commission authorization prior to entering into any offsystem capacity contracts that will be used primarily for meeting new firm service demands;⁴ and (2) provide that Columbia will only pass through penalties on offsystem pipelines where the shipper has control over nominations and scheduling.⁵ Columbia has revised its tariff in compliance with these directives. In addition, Columbia is submitting revised tariff sections to incorporate the changes accepted in the April 30 Order into Columbia's Fourth Revised Volume No. 1.⁶

Waivers

Columbia respectfully requests that the Commission grant any waivers that it may deem necessary to accept this filing and to place the filed tariff sections into effect as requested herein.

Motion

Pursuant to Section 154.7(a)(9) of the Commission's regulations, Columbia moves to place the proposed tariff section into effect at the requested effective date.

Material Submitted Herewith

In accordance with Section 154.7(a)(1) of the Commission's regulations, the following material is submitted herewith:

- (1) The proposed revised tariff sections being filed; and
- (2) A marked version of the revised tariff sections in accordance with Section 154.201(a) of the Commission's regulations.

Posting and Certification of Service

Pursuant to Sections 154.2(d), 154.7(b) and 154.208(b) of the Commission's regulations, a copy of this tariff filing is being sent by electronic mail or first-class mail, postage prepaid, by Columbia to each of Columbia's firm customers, affected state commissions, and interruptible customers. This tariff filing is also available for public inspection during regular business hours in a convenient form and place at Columbia's offices at 5151 San Felipe, Suite 2500, Houston, Texas, 77056.

Subscription

Pursuant to Section 154.4(b) of the Commission's regulations, the undersigned certifies that: (1) he knows the contents of the filing; (2) the paper copies of the filing contain the same information as that contained on the electronic media; (3) the contents are true to the best of his knowledge and belief; and (4) that he possesses full power and authority to sign the filing.

⁴ April 30 Order at P 30.

⁵ *Id.* at P 41.

⁶ *See, Columbia Gas Transmission, LLC*, Docket No. RP10-595-000, unpublished letter order issued May 5, 2010.

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Service on Columbia

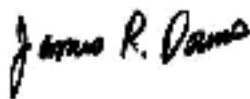
It is respectfully submitted that all Commission orders and correspondence as well as pleadings and correspondence from other persons concerning this filing be served upon the following:

*James R. Downs, Vice President, Rates & Regulatory Affairs
*Cynthia Donaldson, Director Regulatory & Government Affairs
*Sorana Linder, Senior Rates & Regulatory Analyst
Columbia Gas Transmission, LLC
5151 San Felipe, Suite 2500
Houston, Texas 77056
Phone: (713) 267-4759
Email: jdowns@nsource.com
cdonaldson@nsource.com
slinder@nsource.com

*Alyssa A. Schindler, Attorney
NiSource Corporate Services Company
5151 San Felipe, Suite 2500
Houston, TX 77056
Phone: (713) 267-4752
Email: aschindler@nsource.com

* Persons designated to receive service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203 (2009).

Respectfully submitted,



James R. Downs
Vice President of Rates and Regulatory Affairs

Enclosures

4. AUCTIONS OF AVAILABLE FIRM SERVICE

This Section governs the manner in which requests for firm services shall be accommodated by Transporter when capacity is or becomes available, unless otherwise indicated in the applicable Rate Schedule. With the exception of capacity referenced in Section 4.2(j)(i)(3), this Section applies to existing firm capacity that may become available and not to new pipeline capacity. Additional provisions governing auctions of service under specific Rate Schedules are set forth in individual Rate Schedules in this Tariff.

4.1 Circumstances Under Which Capacity Becomes Available.

(a) Termination of Short-Term Service Agreements. Upon the termination of any firm Service Agreement having a term of less than one year, the capacity associated with such terminated Service Agreement shall be made available for bidding under the procedures described at Section 4.2 below, provided that: (i) the capacity is not previously committed under the terms of this Tariff and (ii) facility capacity remains available.

(b) Continuing Service Under Certain Long-Term Agreements.

(1) Transporter shall notify Shipper in writing of the upcoming expiration or termination of any firm Service Agreement with a term of 12 or more consecutive months of service or any firm multi-year seasonal Service Agreement (a long-term Service Agreement) at the applicable Recourse Rate for that service, and will provide such notice at least 30 days before Shipper is obligated to notify Transporter of its intent to exercise its right of first refusal or other service continuation rights under the Service Agreement as described in paragraph (c)(2) below. Upon completion of the term of any long-term Service Agreement, Shipper shall have the right to continue receiving service under that long-term Service Agreement if that Service Agreement is at the Recourse Rate and (i) contains a provision that continues service absent notice of termination by Transporter or Shipper (an evergreen provision) and neither party has provided such notice, (ii) otherwise extends beyond that term according to its terms, or (iii) does not provide for pregranted abandonment and Shipper executes a new long-term Service Agreement at the Recourse Rate. If the above requirements are not satisfied at the termination date of the primary term of a long-term Service Agreement, service under that long-term Service Agreement (regardless of the origination date of that long-term Service Agreement) shall be subject to the termination and right of first refusal provisions set forth at paragraph (c) below.

(2) Prior to the expiration of the term of any Recourse Rate, discounted rate or negotiated rate long-term Service Agreement(s), Transporter and Shipper may mutually agree to renegotiate the terms of such agreement(s) in exchange for Shipper's agreement to extend the use of at least part of its existing service under such restructured Service Agreement(s). Such restructured Service Agreements shall be negotiated on a case-by-case basis in a not unduly discriminatory manner. If the Service Agreement(s) has a

regulatory right of first refusal, Transporter and Shipper must reach the agreement to extend prior to initiation of the right of first refusal procedure, which is the date the capacity must be posted for auction pursuant to Section 4.1(c)(3). To the extent that Transporter and Shipper mutually agree to such an arrangement, the requirements of Section 4.1(c) shall not be applicable.

(c) Termination of Long-Term Service Agreements; Exercise of Right of First Refusal.

(1) (i) If Shipper's long-term Service Agreement is at the applicable Recourse Rate for that service and does not extend according to its terms or otherwise continue as described at Section 4.1(b) above, or Shipper declines to extend the contract under the provisions described at Section 4.1(b) above, Shipper may continue service upon termination of that Service Agreement by (i) agreeing to match the highest value bid offered to Transporter for Shipper's firm service, or any portion (volume but not geographic portion) thereof, through the bidding process described at Section 4.2 below, and (ii) executing a new Service Agreement incorporating the new rate and term. This right of first refusal shall apply only to (1) firm Service Agreements with a term of 12 or more consecutive months of service at the applicable Recourse Rate for that service, or (2) firm multi-year seasonal Service Agreements at the applicable Recourse Rate for that service. Discounted long-term Service Agreements in effect as of the effective date of Order No. 637 (March 27, 2000) are grandfathered in that a right of first refusal shall apply only at the expiration of such Service Agreements; provided, a right of first refusal shall not apply to any new Service Agreement entered into, unless it has (1) a term of 12 or more consecutive months of service and is at the applicable Recourse Rate for that service, or (2) is a firm multi-year seasonal Service Agreement at the applicable Recourse Rate for that service. A "firm multi-year seasonal Service Agreement" as used in this Section 4 is a firm Service Agreement that has a multi-year term but does not provide for 12 consecutive months of service.

(ii) Notwithstanding the provisions of Section 4.1(c)(1)(i), Columbia and its Shippers may mutually agree, on a not unduly discriminatory basis, to include in discount rate or negotiated rate firm Service Agreements that bear either a multi-year seasonal term or a term of 12 or more consecutive months of service, a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in this Section 4.

(iii) A Shipper with a firm Service Agreement having multiple primary receipt and delivery points subject to a right of first refusal may exercise its right of first refusal with respect to the Service Agreement's Transportation Demand at only certain primary receipt and delivery point combinations in such Service

Agreement and in the same rate zone, subject to satisfaction of Transporter's operational considerations based on pipeline configuration and design. GTC Section 12 addresses the adjustment to maximum daily delivery obligations (MDDOs) when a Shipper reduces its Service Agreement's Transportation Demand through the exercise of a right of first refusal. The highest rate that Shipper must match through the bidding process at Section 4.2 below if it wishes to continue such service is the Recourse Rate. This right of first refusal shall be deemed to be assigned where a Shipper holding such a right permanently releases and assigns all or a portion (volume but not geographic portion) of the capacity under that Service Agreement, regardless of the duration of that permanent release. Moreover, a Shipper releasing and assigning all or a portion (volume but not geographic portion) of the capacity may structure the release so as to transfer the right of first refusal for the duration of the release, even if that release and assignment is subject to a recall by Shipper that would terminate that release and assignment.

(2) If Shipper intends to exercise its right of first refusal as described at paragraph (1) above, Shipper shall notify Transporter through Transporter's EBB of that intent at least six months before the termination date of its Service Agreement.

(3) In the event that Shipper provides Transporter with a six-month notice of intent to exercise its right of first refusal, Transporter shall promptly post on its EBB the information described in Section 4.2 below, Transporter shall begin accepting bids from any prospective Shipper, for all or a portion (volume but not geographic portion) of the service rights under the existing Shipper's long-term Service Agreement, at least five months prior to the termination of such Service Agreement, and for the posting time periods set forth in Section 4.2(a) below.

(4) If Transporter receives an offer for all or a portion (volume but not geographic portion) of the service rights under Shipper's long-term Service Agreement, Transporter, within two business days after the last day for receiving offers, shall notify Shipper through the EBB of the offer having the greatest economic value to Transporter. For purposes of comparing the respective values of offers under this section, Transporter shall evaluate all bids in accordance with the criteria set forth at Section 4.2(c) below. If Shipper elects to match the offer, Shipper shall notify Transporter of such election through the EBB within 15 days after receiving Transporter's notice and shall execute a new Service Agreement matching the offer prior to the termination of the existing long-term Service Agreement. The highest rate that Shipper must match to continue such service is the Recourse Rate. If Shipper does not elect to match the offer within 15 days after receiving Transporter's notice, Shipper's right of first refusal will immediately terminate.

(5) If no acceptable offers meeting Transporter's minimum terms are received, Transporter will notify Shipper within two business days after the close of the

capacity auction periods as set forth in Section 4.2(a) below. Shipper may, thereafter, consistent with the terms of this Tariff, continue to receive all or a portion (volume but not geographic portion) of its service (i) on a month-to-month basis or for such other term and rate agreed to by Transporter and Shipper, or (ii) at the applicable Recourse Rate for a term to be specified by Shipper. Shipper shall execute any new Service Agreement prior to the termination of the existing long-term Service Agreement. Shipper continuing service under either (i) or (ii) retains its right of first refusal on the portion continued, if it is under a Service Agreement with a term of 12 or more consecutive months of service, at the applicable Recourse Rate for that service, or is a firm multi-year seasonal Service Agreement at the applicable Recourse Rate for that service. If Shipper does not continue all or a portion (volume but not geographic portion) of its service pursuant to the provisions of (i) or (ii) above, within 20 business days following Transporter's two day notification period as described in this Section 4.1(c)(4) above, or such other period as may be mutually agreed to between Transporter and Shipper on a not unduly discriminatory basis, Shipper's right of first refusal will immediately terminate.

(6) If no acceptable offers satisfying Transporter's stated minimum terms are received, and no new long-term Service Agreement has been reached between Transporter and the Shipper holding the capacity under the expiring Service Agreement, Transporter shall post such capacity for an indefinite period as Generally Available Capacity. Transporter will post minimum price and other terms for such Generally Available Capacity, as described at Section 4.2 below. Transporter may change those minimum price and other terms, or may withdraw the posting of such Generally Available Capacity, at any time prior to receipt of a bid satisfying the posted minimum terms for that capacity. Any such minimum price or other terms shall be subject to the same limitations applicable to other available capacity, as set forth in this Section 4.

(7) Transporter will accept Recourse Rate bids for posted Generally Available Capacity on a first-come, first-served basis. If Transporter receives an acceptable bid for such Generally Available Capacity that meets its stated minimum conditions but is at less than the Recourse Rate, Transporter will post that bid on its EBB for the posting periods set forth in Section 4.2(a) below. Any other competing bidder may obtain the capacity by submitting during the posting period a highest value bid (a bid that exceeds the value of the initial posted bid), as determined in accordance with the bid evaluation criteria set forth at Section 4.2(c) below.

(d) Termination of Other Long-Term Service Agreements.

(1) If a long-term Service Agreement is not continued by its own terms or by reason of the Shipper's exercise of its right of first refusal, such long-term Service Agreement shall be subject to pregranted abandonment unless otherwise specified in the Service Agreement and shall terminate as specified therein and Transporter shall have no further obligation to Shipper.

(2) Early Termination of Service Agreements. Transporter may, in a not unduly discriminatory manner agree with Shipper to terminate its Recourse rate, discounted rate or negotiated rate long-term Service Agreement prior to its expiration date. The situations in which Transporter may agree to terminate such a Service Agreement include, without limitation, the following:

(i) where Shipper responds to a solicitation for capacity release offers in a reverse open season for capacity requiring the construction of new facilities and the conditions set forth in the solicitation have been satisfied;

(ii) Where Shipper agrees to pay an exit fee that is sufficient, taking into account the remaining term of the Service Agreement and the value and liquidity of the capacity subscribed under the Service Agreement being terminated or reduced, to make the termination or reduction financially beneficial to Transporter, in Transporter's reasonable judgment. Transporter may waive the exit fee where Shipper's Service Agreement provides for a discounted rate and Transporter concludes that the capacity subscribed thereunder would be sold at a higher rate for the full remaining term of the Service Agreement.

An agreement to terminate a Service Agreement hereunder shall not constitute a material deviation from the applicable form of Service Agreement.

4.2 Auctions of Capacity that Becomes Available. As capacity becomes available on Transporter's system for firm services under the circumstances set forth in Section 4.1 above or otherwise, such capacity shall be made available for bidding provided that it is not previously committed and capacity remains available.

(a) EBB Posting Procedure. Capacity that becomes or will become available will be posted by Transporter on its EBB for at least the following periods:

(1) five business days for firm capacity that will be available for a term of twelve months or longer;

(2) three business days for firm capacity that will be available for a term of at least five but less than twelve months; and

(3) one hour ending at 10:00 a.m. (E.T.) for firm capacity that will be available for a term of less than five months.

Transporter's posting shall include the following information regarding the available capacity: (i) the daily and other applicable quantity of service available from each receipt point to each Market Area; (ii) the Recourse Rate as set forth in this Tariff; (iii) any applicable restrictions; (iv) whether the capacity is subject to an existing right of first refusal; (v) any

minimum price or other terms applicable to the capacity; and (vi) the date when bids are due to Transporter. The due date set by Transporter for bids shall be in accordance with the posting periods set forth above in this Section 4.2(a).

(b) Bidding Procedure. A potential Shipper may submit multiple bids, each higher than its preceding bid, for all or any portion of the capacity or term of service made available by Transporter. Such bids shall be submitted electronically through Transporter's EBB and shall be displayed by Transporter on the EBB, without revealing the identity of the bidder, during the bidding period. Bidder shall specify the monthly reservation charge (or other firm or demand charge(s), if applicable, herein referred to collectively as Reservation Charge) it is bidding for the service. Bidder also shall provide to Transporter a valid request for service fully complying with Section 3 (Requests for Service) of the General Terms and Conditions. The price bid for the monthly reservation charge shall be expressed per Dth and shall be expressed to the nearest thousandth of one dollar (\$0.000). The bid shall not exceed the then-effective Maximum Base Reservation Charge for the applicable service set forth in this Tariff. In addition to the bid price, Bidder shall pay all applicable commodity charges, demand and commodity surcharges and any other applicable charges, as they may be adjusted from time to time by Transporter. Transporter shall have the right to reject any bids that: (i) are for a rate that is less than the minimum rate stated in Transporter's posting of that capacity; (ii) do not satisfy any of the other terms specified in the posting; or (iii) include conditions or provisions that Transporter determines, in its reasonable discretion, to be unacceptable.

(c) Assessing Bids.

(1) Transporter shall assess the bids to assure that capacity is available within the Market Area to serve the precise delivery point(s) within the Market Area requested. If Market Area capacity is not available, Transporter shall reject the bids and advise Shipper.

(2) Transporter shall evaluate bids based upon their net present value as set forth below, taking into account the price and term offered. Transporter shall use the current Commission-approved interest rate in calculating the net present value of bids, with the current value of any future service commencement date bids reduced by the time value of the delay in the receipt of revenue. Capacity shall be awarded, as set forth in paragraph (d) below, based on the acceptable highest value of the bids offered to Transporter calculated in accordance with this Section. Transporter shall publish the winning bids on its EBB.

(d) Awarding Capacity; Pro Rata Awards To Equal Bidders. Consistent with the bid assessment criteria set forth in paragraph (c) immediately above, Transporter shall award capacity: (i) first to an existing capacity holder that exercises a right of first refusal to match the highest value bid; provided that the highest rate that such holder must match is the Recourse Rate; and (ii) then to the bidder submitting the highest value bid or if two or more bidders submit

equal acceptable highest value bids then pro rata to all bidders that submitted equivalent highest value bids based upon daily quantities requested.

(e) Binding Nature of Bids. All bids are binding; provided, however, that a bidder may decline to accept a pro rata allocation of capacity resulting in an award of less than the full capacity requested if such Shipper notifies Transporter of that decision through Transporter's EBB within one hour of Transporter's notice to that Shipper of the pro rata allocation. Otherwise, if a successful bidder fails to execute a Service Agreement within 15 days after such Service Agreement is tendered by Transporter, (or such later date established by Transporter through notice to Shipper), Transporter will then award the capacity to the next acceptable bidder on the basis of the highest net present value, as described in this Section. Shippers failing to return such Service Agreement shall be removed from Transporter's Approved Bidders List for six months, or less than six months if agreed to in writing by the Transporter. Nothing herein shall restrict Transporter from pursuing any other remedies it may have against a Shipper failing to execute and return a Service Agreement tendered by Transporter. If Transporter finds no other bid acceptable, the capacity shall be posted again and thereby made available for a new round of bids.

(f) Adjustment to Bid Rate. When the rate bid by a Bidder is at least for the Maximum Base Reservation Charge, that bid rate shall be subject to adjustment in accordance with the procedures of this Tariff and of the Commission, unless otherwise clearly stated in the Service Agreement. When the rate bid by a Bidder is lower than the Maximum Base Reservation Charge, that bid rate shall be subject to adjustment in accordance with the procedures of this Tariff and of the Commission by an amount proportionate to the increase or decrease in the Maximum Base Reservation Charge, unless otherwise clearly stated in the Service Agreement.

(g) Bona Fide Offers. All bids submitted for capacity pursuant to this Section must be bona fide offers, and must be submitted electronically through Transporter's EBB or as otherwise set forth in this Tariff. All Service Agreements entered into as a result of such bids must reflect an arms length transaction between the bidder and Transporter.

(h) Relation to Section 11 of the General Terms and Conditions. With regard to the newly available capacity subject to bidding under the terms of this Section, acceptable bids under this Section that satisfy Transporter's stated minimum terms and conditions shall have priority over any potential claims for that capacity under the flexible receipt and delivery point authority described at Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions.

(i) Reserved Capacity. Transporter may elect to reserve for future expansion projects any unsubscribed capacity or capacity under expiring or terminating service agreements where such agreements do not have a right of first refusal or shipper does not exercise its right of first refusal ("Available Reservation Capacity"). If Transporter elects to reserve Available Reservation Capacity, it will notify shippers of its intent as part of Transporter's posting of the

Available Reservation Capacity under this Section 4.2(i) (Reserved Capacity) of the General Terms and Conditions. Available Reservation Capacity may be reserved for up to one year prior to the Transporter filing for Natural Gas Act Section 7(c) certificate approval or prior notice authorization pursuant to Transporter's blanket construction certificate for construction of the proposed expansion and thereafter until such expansion is placed into service. Transporter may only reserve Available Reservation Capacity for a future expansion project for which an open season has been held or will be held within one (1) year of the date that Transporter posts such Available Reservation Capacity as being reserved. Any Available Reservation Capacity reserved under this Section 4.2(i) shall be made available for transportation service pursuant to Transporter's General Terms and Conditions on a limited-term basis up to the in-service date of the expansion project(s). Transporter reserves the right to limit any extension rights provided in the service agreements and pursuant to Section 4.1 of the General Terms and Conditions governing rights of first refusal commensurate with the proposed in-service date of the expansion project.

Prior to reserving Available Reservation Capacity for future expansion projects, Transporter shall first make such capacity generally available to any Shipper or potential Shipper by posting such Available Reservation Capacity for bidding through an open season for a time period of at least five (5) business days. This Available Reservation Capacity open season posting shall contain the posting information required by General Terms and Conditions Section 4.2(a)(i) - (vi) and shall conform to the bidding and capacity award procedures of General Terms and Conditions Sections 4.2(b) - (g). When the Available Reservation Capacity open season is held prior to the expansion project open season, Transporter shall have the right to state in the Available Reservation Capacity open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the previous Available Reservation Capacity open season, Transporter shall hold another open season for the Available Reservation Capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the Available Reservation Capacity open season, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.

Available Reservation Capacity may only be reserved in the 12-month period prior to the filing of the certificate application. Any Available Reservation Capacity reserved pursuant to this Section 4.2(i) for an expansion project that does not go forward because Transporter does not file any required application with the Commission within one year from such reservation date, or because Transporter ultimately does not receive authorization, shall be posted as generally available within 30 days of the date the capacity becomes available subject to then existing commitments for the capacity.

Transporter postings for reserved Available Reservation Capacity shall include the following information: (i) a description of the expansion project for which the capacity will be

reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so, when Transporter anticipates that an open season for the capacity will be held or it will otherwise be posted for bids under the expansion; (v) the projected in-service date of the expansion projects; and (vi) on a rolling basis, how much of the reserved capacity has been sold on a limited-term basis. Transporter shall make reasonable efforts to update the reservation posting to reflect material changes in the expansion project up to the in-service date of the expansion project. The reservation posting shall also include a non-binding solicitation (or reverse open-season) for turnback capacity from Transporter's existing shippers to serve the expansion project, provided that Transporter shall post the non-binding solicitation for turnback capacity no later than 90 days after the close of the expansion project open season.

(j) Future Sale of Capacity Procedures.

(1) Transporter may conduct an open season to sell the following types of capacity with a service commencement date that begins immediately or at anytime in the future: (i) any unsubscribed capacity; (ii) any capacity under expiring or terminating service agreements where such agreements do not have a right of first refusal or shipper does not exercise its right of first refusal; or (iii) any capacity that becomes available due to modification, construction, or acquisition of facilities in accordance with the Commission's blanket certificate regulations (collectively "Available Sale Capacity").

(2) If Transporter conducts an open season, it will post notice of availability of the "Available Sale Capacity" on its EBB for at least five (5) Business Days to afford all potential shippers an opportunity to acquire the capacity. Any potential shippers wishing to acquire the "Available Sale Capacity" may participate in the open season and may request an immediate or any future service commencement date. Transporter will award the "Available Sale Capacity" on a net present value basis consistent with Section 4.2(c)(2) of these General Terms and Conditions.

(3) If Transporter sells "Available Sale Capacity" pursuant to this subsection (j) with a future service commencement date, the capacity that has been sold will be made available to other shippers on an interim basis up to the commencement date of the prospective firm transportation service agreement. The provisions of General Terms and Conditions Section 4.2(a) - (h) will apply to the sale of capacity on an interim basis. Where the requested service commencement date extends more than one year into the future and the interim capacity would otherwise be eligible for the right of first refusal provided in the service agreements and/or pursuant to General Terms and Conditions Section 4.1 governing rights of first refusal, Transporter will limit the right of first refusal rights associated with that interim capacity commensurate with the future service commencement date. If right of first refusal rights are limited, the transportation service agreement will note the limitation.

47. OFFSYSTEM PIPELINE CAPACITY

47.1 From time to time, Transporter may acquire capacity on a third-party system. When Transporter acquires such offsystem capacity, it will utilize the offsystem capacity for operational reasons, to meet existing or new firm service commitments, or to provide service to Transporter's shippers under its FERC Gas Tariff, and the "shipper must have title" policy is waived to permit such use. When offsystem capacity is not required for operational reasons or to meet firm service commitments, Transporter will offer the offsystem capacity to Shippers on a primary firm basis. This Section 47 does not preclude Transporter from seeking case specific authorization for the utilization of off-system capacity by Transporter for other purposes, nor does it preclude Transporter from releasing any capacity it holds on offsystem pipelines.

47.2 In the event that offsystem capacity used to render service to Transporter's Shippers is subject to renewal limitations, consistent with the offsystem capacity provider's tariff or operating statement, Transporter will indicate, in any posting of capacity available for service, any limitation to extension rights that will apply as a result of the limitation on the offsystem capacity. Transporter may also limit any applicable right to first refusal on capacity offered to Shippers on a primary firm basis to the extent that Transporter determines, in its reasonable discretion, that it will require additional offsystem capacity for operational reasons or to meet existing or new firm service commitments. Any such extension limitation shall be reflected in the Service Agreement between Transporter and Shipper. This provision shall not impact any right of first refusal Shipper may have pursuant to this tariff, except that extension of the affected Service Agreement may: (1) be limited to the term of Transporter's contract or service agreement with the offsystem capacity provider, or (2) the amount of capacity subject to the right of first refusal may be reduced to reflect changes in Transporter's operational requirement.

47.3 If a Shipper to whom Transporters has sold offsystem capacity on a primary firm basis incurs penalties on the on the offsystem pipeline associated with that Shipper's use of that capacity, Transporter will directly assign the costs of such penalties to that Shipper.

Columbia Gas Transmission, LLC
FERC Tariff
Fourth Revised Volume No. 1

VIII.1.
Service Agreement Forms
FTS, NTS, NTS-S, TPS, SST, OPT, ITS and GTS
Version 1.0.0

[Applicable to the following Rate Schedules: FTS, NTS, NTS-S, TPS, SST, OPT, ITS and GTS]

Service Agreement No. _____

Control No. _____

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and _____ ("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 _____ Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Third 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._____ of Subpart _____ of the Commission's regulations. Shipper warrants that service hereunder is being provided on behalf of _____, a local distribution company or an intrastate pipeline. [For Subpart G service, Shipper warrants that service hereunder is being provided on behalf of _____, an interstate pipeline or Shipper].

Section 2. Term. Service under this Agreement shall commence as of _____ [or when applicable, "This Agreement shall be effective as of the later of _____ or the date that all of Transporter's _____ (insert project name) facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion"] and shall continue in full force and effect until _____ [or, when applicable, "shall remain in full force and effect for a term of _____"] [or, when applicable to Rate Schedule ITS, "Service under this Agreement shall commence as of _____ and shall continue from month to month thereafter until terminated by either Transporter or Shipper upon thirty days prior notice"] [or, when applicable to Rate Schedule GTS, "Service under this

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Agreement shall commence as of _____ and _____, with a primary term of _____ and shall continue from year to year thereafter until terminated by either Transporter or Shipper upon six months' prior notice"]. 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; 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); and f) production and/or reserves committed by the Shipper. 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 sections. 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.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Director, Commercial Services and notices to Shipper shall be addressed to it at _____ Attention: _____, until changed by either party by written notice.

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

SHIPPER COLUMBIA GAS TRANSMISSION, LLC
By _____ By _____
Title _____ Title _____

[For FTS, NTS, NTS-S and TPS Rate Schedules]

Revision No. _____

Appendix A to Service Agreement No. _____
 Under Rate Schedule _____
 between Columbia Gas Transmission, LLC (Transporter)
 and _____ (Shipper)

Transportation Demand

<u>Begin</u>	<u>End</u>	<u>Transportation</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Demand Dth/Day</u>	<u>Interval</u>

Primary Receipt Points

<u>Begin</u>	<u>End</u>	<u>Scheduling</u>	<u>Scheduling</u>	<u>Measuring</u>	<u>Measuring</u>	<u>Maximum Daily</u>	<u>Minimum Receipt</u>	<u>Hourly</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Quantity (Dth/day)</u>	<u>Pressure Obligation (psig) 1/</u>	<u>Flowrate (Dth/hour) 1/</u>	<u>Interval</u>

Primary Delivery Points

<u>Begin</u>	<u>End</u>	<u>Scheduling</u>	<u>Scheduling</u>	<u>Measuring</u>	<u>Measuring</u>	<u>Maximum Daily</u>	<u>Design Daily</u>	<u>Aggregate</u>	<u>Minimum Delivery</u>	<u>Hourly</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Delivery Obligation</u>	<u>Quantity</u>	<u>Daily</u>	<u>Pressure Obligation</u>	<u>Flowrate</u>	<u>Interval</u>
						<u>(Dth/day) 1/</u>	<u>(Dth/day) 1/</u>	<u>Quantity 1/</u>	<u>psig) 1/</u>	<u>(Dth/hour) 1/</u>	

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

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.

Service pursuant to this Appendix A, Revision No. _____ shall be effective from _____, 20____ through _____, 20_____.

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.

Yes No (Check applicable blank) This Appendix A, Revision No. _____ 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 _____ Appendix A with Shipper, which for such points set forth are incorporated herein by reference.

Yes No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4.2(j). Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.2(j).

Yes No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

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

(SHIPPER)

COLUMBIA GAS TRANSMISSION, LLC

By _____

By _____

Its _____

Its _____

Date _____

Date _____

[For SST Rate Schedule]

Revision No. _____

Appendix A to Service Agreement No. _____
 Under Rate Schedule SST
 between Columbia Gas Transmission, LLC (Transporter)
 and _____ (Shipper)

Transportation Demand

<u>Begin</u>	<u>End</u>	<u>Transportation</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Demand Dth/day</u>	<u>Interval</u>

Primary Receipt Points

<u>Begin</u>	<u>End</u>	<u>Scheduling</u>	<u>Scheduling</u>	<u>Maximum Daily</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Quantity (Dth/day)</u>	<u>Interval</u>

Primary Delivery Points

<u>Begin</u>	<u>End</u>	<u>Scheduling</u>	<u>Scheduling</u>	<u>Measuring</u>	<u>Measuring</u>	<u>Maximum Daily</u>	<u>Design Daily</u>	<u>Aggregate</u>	<u>Minimum Delivery</u>	<u>Hourly</u>	<u>Recurrence</u>	
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>(Dth/day) 1/</u>	<u>(Dth/day) 1/</u>	<u>Quantity 1/</u>	<u>Pressure 1/</u>	<u>Obligation 1/</u>	<u>Flowrate 1/</u>	<u>Interval</u>

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

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 purposes of listing valid secondary receipt 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. _____ shall be effective from _____, 20____ through _____, 20____.

Yes No (Check applicable blank) This Appendix A, Revision No. _____ 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 MDDOs, and/or ADQs, and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule ___ Appendix A with Shipper, which for such points set forth are incorporated herein by reference.

Yes No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4.2(j). Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.2(j).

Yes No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

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

(SHIPPER)

By _____

Its _____

Date _____

COLUMBIA GAS TRANSMISSION, LLC

By _____

Its _____

Date _____

[For OPT Rate Schedule]

Revision No. _____

Appendix A to Service Agreement No. _____
 Under Rate Schedule OPT
 between Columbia Gas Transmission, LLC (Transporter)
 and _____ (Shipper)

Transportation Demand

Service under this Service Agreement may be interrupted for ____ days annually.

Begin	End	Transportation	Recurrence
<u>Date</u>	<u>Date</u>	<u>Demand Dth/day</u>	<u>Interval</u>

Primary Receipt Points

Begin	End	Scheduling	Scheduling	Measuring	Measuring	Maximum Daily	Minimum Receipt	Hourly Flowrate	Recurrence
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Quantity (Dth/day) 1/</u>	<u>Pressure Obligation (psig) 1/</u>	<u>(Dth/hour) 1/</u>	<u>Interval</u>

Primary Delivery Points

Begin	End	Scheduling	Scheduling	Measuring	Measuring	Maximum Daily	Design Daily	Aggregate	Minimum Delivery	Hourly	Recurrence
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Quantity (Dth/day) 1/</u>	<u>Delivery Obligation</u>	<u>Daily</u>	<u>Pressure Obligation</u>	<u>Flowrate</u>	<u>Interval</u>
							<u>(Dth/day) 1/</u>	<u>Quantity 1/</u>	<u>(psig) 1/</u>	<u>(Dth/hour) 1/</u>	

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

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. shall be effective from , 20 through , 20.

Yes No (Check applicable blank) This Appendix A, Revision No. 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) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4.2(j). Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.2(j).

Yes No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

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

(SHIPPER)

By _____

Its _____

Date _____

COLUMBIA GAS TRANSMISSION, LLC

By _____

Its _____

Date _____

[For GTS Rate Schedule]

Revision No. _____

Appendix A to Service Agreement No. _____
 Under Rate Schedule GTS
 between Columbia Gas Transmission, LLC (Transporter)
 and _____ (Shipper)

Storage Contract Quantity

<u>Begin</u>	<u>End</u>	<u>Transportation</u>	<u>Storage Contract</u>	<u>Annual GTS</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Demand Dth/day</u>	<u>Quantity Dth</u>	<u>Quantity Dth/year</u>	<u>Interval</u>

Primary Receipt Points

<u>Begin</u>	<u>End</u>	<u>Scheduling</u>	<u>Scheduling</u>	<u>Measuring</u>	<u>Measuring</u>	<u>Maximum Daily</u>	<u>Minimum Receipt</u>	<u>Hourly</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Quantity (Dth/day)</u>	<u>Pressure Obligation (psig) 1/</u>	<u>Flowrate (Dth/hour) 1/</u>	<u>Interval</u>

Primary Delivery Points

<u>Begin</u>	<u>End</u>	<u>Scheduling</u>	<u>Scheduling</u>	<u>Measuring</u>	<u>Measuring</u>	<u>Maximum Daily Delivery</u>	<u>Minimum Delivery</u>	<u>Hourly</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Obligation (Dth/day) 1/</u>	<u>Pressure Obligation (psig) 1/</u>	<u>Flowrate (Dth/hour) 1/</u>	<u>Interval</u>

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

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

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.

Yes No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4.2(j). Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.2(j).

Yes No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

Service changes pursuant to this Appendix A shall become effective as of _____, 20____. This Appendix A shall cancel and supersede the previous Appendix A effective as of _____, 20____, to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said Service Agreement shall remain in full force and effect.

(SHIPPER)

By _____

Its _____

Date _____

COLUMBIA GAS TRANSMISSION, LLC

By _____

Its _____

Date _____

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Service Agreement No. _____

Control No. _____

FSS SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 20 _____,
by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and

("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 FSS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Third 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. Transporter shall store quantities of gas for Shipper up to but not exceeding Shipper's Storage Contract Quantity as 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._____of Subpart _____ of the Commission's regulations. Shipper warrants that service hereunder is being provided on behalf of _____, a local distribution company or an intrastate pipeline. [For Subpart G service, Shipper warrants that service hereunder is being provided on behalf of _____, an interstate pipeline or Shipper].

Section 2. Term. Service under this Agreement shall commence as of _____ [or when applicable, "This Agreement shall be effective as of the later of _____ or the date that all of Transporter's _____ (insert project name) facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion"] and shall continue in full force and effect until _____ [or, when applicable, "shall remain in full force and effect for a term of _____"]. 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

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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; 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); and f) production and/or reserves committed by the Shipper. 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 sections. 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.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Director, Commercial Services and notices to Shipper shall be addressed to it at _____
Attention: _____, until changed by either party by written notice.

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

SHIPPER
By _____
Title _____

COLUMBIA GAS TRANSMISSION, LLC
By _____
Title _____

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[For FSS Rate Schedule]

Revision No. _____

Appendix A to Service Agreement No. _____
 Under Rate Schedule FSS
 between Columbia Gas Transmission, LLC (Transporter)
 and _____ (Shipper)

Storage Contract Quantity

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Storage Contract</u> <u>Quantity (Dth)</u>	<u>Maximum Daily</u> <u>Storage Quantity (Dth/day)</u>
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CANCELLATION OF PREVIOUS APPENDIX A

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. _____ shall be effective from _____, 20____ through _____, 20____.

Yes No (Check applicable blank) This Appendix A, Revision No. ____ 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) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4.2(j). Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.2(j).

Issued On: May 28, 2010

Effective On: May 1, 2010

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___ Yes ___ No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

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

(SHIPPER)

COLUMBIA GAS TRANSMISSION, LLC

By _____

By _____

Its _____

Its _____

Date _____

Date _____

4. AUCTIONS OF AVAILABLE FIRM SERVICE

This Section governs the manner in which requests for firm services shall be accommodated by Transporter when capacity is or becomes available, unless otherwise indicated in the applicable Rate Schedule. With the exception of capacity referenced in Section 4.2(j)(i)(3), this Section applies to existing firm capacity that may become available and not to new pipeline capacity. Additional provisions governing auctions of service under specific Rate Schedules are set forth in individual Rate Schedules in this Tariff.

4.1 Circumstances Under Which Capacity Becomes Available.

(a) Termination of Short-Term Service Agreements. Upon the termination of any firm Service Agreement having a term of less than one year, the capacity associated with such terminated Service Agreement shall be made available for bidding under the procedures described at Section 4.2 below, provided that: (i) the capacity is not previously committed under the terms of this Tariff and (ii) facility capacity remains available.

(b) Continuing Service Under Certain Long-Term Agreements.

(1) Transporter shall notify Shipper in writing of the upcoming expiration or termination of any firm Service Agreement with a term of 12 or more consecutive months of service or any firm multi-year seasonal Service Agreement (a long-term Service Agreement) at the applicable Recourse Rate for that service, and will provide such notice at least 30 days before Shipper is obligated to notify Transporter of its intent to exercise its right of first refusal or other service continuation rights under the Service Agreement as described in paragraph (c)(2) below. Upon completion of the term of any long-term Service Agreement, Shipper shall have the right to continue receiving service under that long-term Service Agreement if that Service Agreement is at the Recourse Rate and (i) contains a provision that continues service absent notice of termination by Transporter or Shipper (an evergreen provision) and neither party has provided such notice, (ii) otherwise extends beyond that term according to its terms, or (iii) does not provide for pregranted abandonment and Shipper executes a new long-term Service Agreement at the Recourse Rate. If the above requirements are not satisfied at the termination date of the primary term of a long-term Service Agreement, service under that long-term Service Agreement (regardless of the origination date of that long-term Service Agreement) shall be subject to the termination and right of first refusal provisions set forth at paragraph (c) below.

(2) Prior to the expiration of the term of ~~any~~ any Recourse Rate, discounted rate or negotiated rate long-term Service Agreement(s), Transporter and Shipper may mutually agree to renegotiate the terms of such agreement(s) in exchange for Shipper's agreement to extend the use of at least part of its existing service under ~~such a~~ such a restructured Service Agreement(s). Such restructured Service Agreements shall be negotiated on a case-by-case basis in a not unduly discriminatory manner. If the Service Agreement(s)

has a regulatory right of first refusal, Transporter and Shipper must reach the agreement to extend prior to initiation of the right of first refusal procedure, which is the date the capacity must be posted for auction pursuant to Section 4.1(c)(3). To the extent that Transporter and Shipper mutually agree to such an arrangement, the requirements of Section 4.1(c) shall not be applicable.

(c) Termination of Long-Term Service Agreements; Exercise of Right of First Refusal.

(1) (i) If Shipper's long-term Service Agreement is at the applicable Recourse Rate for that service and does not extend according to its terms or otherwise continue as described at Section 4.1(b) above, or Shipper declines to extend the contract under the provisions described at Section 4.1(b) above, Shipper may continue service upon termination of that Service Agreement by (i) agreeing to match the highest value bid offered to Transporter for Shipper's firm service, or any portion (volume but not geographic portion) thereof, through the bidding process described at Section 4.2 below, and (ii) executing a new Service Agreement incorporating the new rate and term. This right of first refusal shall apply only to (1) firm Service Agreements with a term of 12 or more consecutive months of service at the applicable Recourse Rate for that service, or (2) firm multi-year seasonal Service Agreements at the applicable Recourse Rate for that service. Discounted long-term Service Agreements in effect as of the effective date of Order No. 637 (March 27, 2000) are grandfathered in that a right of first refusal shall apply only at the expiration of such Service Agreements; provided, a right of first refusal shall not apply to any new Service Agreement entered into, unless it has (1) a term of 12 or more consecutive months of service and is at the applicable Recourse Rate for that service, or (2) is a firm multi-year seasonal Service Agreement at the applicable Recourse Rate for that service. A "firm multi-year seasonal Service Agreement" as used in this Section 4 is a firm Service Agreement that has a multi-year term but does not provide for 12 consecutive months of service.

(ii) Notwithstanding the provisions of Section 4.1(c)(1)(i), Columbia and its Shippers may mutually agree, on a not unduly discriminatory basis, to include in discount rate or negotiated rate firm Service Agreements that bear either a multi-year seasonal term or a term of 12 or more consecutive months of service, a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in this Section 4.

(iii) A Shipper with a firm Service Agreement having multiple primary receipt and delivery points subject to a right of first refusal may exercise its right of first refusal with respect to the Service Agreement's Transportation Demand at only certain primary receipt and delivery point combinations in such Service

Agreement and in the same rate zone, subject to satisfaction of Transporter's operational considerations based on pipeline configuration and design. GTC Section 12 addresses the adjustment to maximum daily delivery obligations (MDDOs) when a Shipper reduces its Service Agreement's Transportation Demand through the exercise of a right of first refusal. The highest rate that Shipper must match through the bidding process at Section 4.2 below if it wishes to continue such service is the Recourse Rate. This right of first refusal shall be deemed to be assigned where a Shipper holding such a right permanently releases and assigns all or a portion (volume but not geographic portion) of the capacity under that Service Agreement, regardless of the duration of that permanent release. Moreover, a Shipper releasing and assigning all or a portion (volume but not geographic portion) of the capacity may structure the release so as to transfer the right of first refusal for the duration of the release, even if that release and assignment is subject to a recall by Shipper that would terminate that release and assignment.

(2) If Shipper intends to exercise its right of first refusal as described at paragraph (1) above, Shipper shall notify Transporter through Transporter's EBB of that intent at least six months before the termination date of its Service Agreement.

(3) In the event that Shipper provides Transporter with a six-month notice of intent to exercise its right of first refusal, Transporter shall promptly post on its EBB the information described in Section 4.2 below, Transporter shall begin accepting bids from any prospective Shipper, for all or a portion (volume but not geographic portion) of the service rights under the existing Shipper's long-term Service Agreement, at least five months prior to the termination of such Service Agreement, and for the posting time periods set forth in Section 4.2(a) below.

(4) If Transporter receives an offer for all or a portion (volume but not geographic portion) of the service rights under Shipper's long-term Service Agreement, Transporter, within two business days after the last day for receiving offers, shall notify Shipper through the EBB of the offer having the greatest economic value to Transporter. For purposes of comparing the respective values of offers under this section, Transporter shall evaluate all bids in accordance with the criteria set forth at Section 4.2(c) below. If Shipper elects to match the offer, Shipper shall notify Transporter of such election through the EBB within 15 days after receiving Transporter's notice and shall execute a new Service Agreement matching the offer prior to the termination of the existing long-term Service Agreement. The highest rate that Shipper must match to continue such service is the Recourse Rate. If Shipper does not elect to match the offer within 15 days after receiving Transporter's notice, Shipper's right of first refusal will immediately terminate.

(5) If no acceptable offers meeting Transporter's minimum terms are received, Transporter will notify Shipper within two business days after the close of the

capacity auction periods as set forth in Section 4.2(a) below. Shipper may, thereafter, consistent with the terms of this Tariff, continue to receive all or a portion (volume but not geographic portion) of its service (i) on a month-to-month basis or for such other term and rate agreed to by Transporter and Shipper, or (ii) at the applicable Recourse Rate for a term to be specified by Shipper. Shipper shall execute any new Service Agreement prior to the termination of the existing long-term Service Agreement. Shipper continuing service under either (i) or (ii) retains its right of first refusal on the portion continued, if it is under a Service Agreement with a term of 12 or more consecutive months of service, at the applicable Recourse Rate for that service, or is a firm multi-year seasonal Service Agreement at the applicable Recourse Rate for that service. If Shipper does not continue all or a portion (volume but not geographic portion) of its service pursuant to the provisions of (i) or (ii) above, within 20 business days following Transporter's two day notification period as described in this Section 4.1(c)(4) above, or such other period as may be mutually agreed to between Transporter and Shipper on a not unduly discriminatory basis, Shipper's right of first refusal will immediately terminate.

(6) If no acceptable offers satisfying Transporter's stated minimum terms are received, and no new long-term Service Agreement has been reached between Transporter and the Shipper holding the capacity under the expiring Service Agreement, Transporter shall post such capacity for an indefinite period as Generally Available Capacity. Transporter will post minimum price and other terms for such Generally Available Capacity, as described at Section 4.2 below. Transporter may change those minimum price and other terms, or may withdraw the posting of such Generally Available Capacity, at any time prior to receipt of a bid satisfying the posted minimum terms for that capacity. Any such minimum price or other terms shall be subject to the same limitations applicable to other available capacity, as set forth in this Section 4.

(7) Transporter will accept Recourse Rate bids for posted Generally Available Capacity on a first-come, first-served basis. If Transporter receives an acceptable bid for such Generally Available Capacity that meets its stated minimum conditions but is at less than the Recourse Rate, Transporter will post that bid on its EBB for the posting periods set forth in Section 4.2(a) below. Any other competing bidder may obtain the capacity by submitting during the posting period a highest value bid (a bid that exceeds the value of the initial posted bid), as determined in accordance with the bid evaluation criteria set forth at Section 4.2(c) below.

(d) Termination of Other Long-Term Service Agreements.

(1) If a long-term Service Agreement is not continued by its own terms or by reason of the Shipper's exercise of its right of first refusal, such long-term Service Agreement shall be subject to pregranted abandonment unless otherwise specified in the Service Agreement and shall terminate as specified therein and Transporter shall have no further obligation to Shipper.

(2) **Early Termination of Service Agreements.** Transporter may, in a not unduly discriminatory manner agree with Shipper to terminate its Recourse rate, discounted rate or negotiated rate long-term Service Agreement prior to its expiration date. The situations in which Transporter may agree to terminate such a Service Agreement include, without limitation, the following:

(i) where Shipper responds to a solicitation for capacity release offers in a reverse open season for capacity requiring the construction of new facilities and the conditions set forth in the solicitation have been satisfied;

(ii) Where Shipper agrees to pay an exit fee that is sufficient, taking into account the remaining term of the Service Agreement and the value and liquidity of the capacity subscribed under the Service Agreement being terminated or reduced, to make the termination or reduction financially beneficial to Transporter, in Transporter's reasonable judgment. Transporter may waive the exit fee where Shipper's Service Agreement provides for a discounted rate and Transporter concludes that the capacity subscribed thereunder would be sold at a higher rate for the full remaining term of the Service Agreement.

An agreement to terminate a Service Agreement hereunder shall not constitute a material deviation from the applicable form of Service Agreement.

4.2 Auctions of Capacity that Becomes Available. As capacity becomes available on Transporter's system for firm services under the circumstances set forth in Section 4.1 above or otherwise, such capacity shall be made available for bidding provided that it is not previously committed and capacity remains available.

(a) EBB Posting Procedure. Capacity that becomes or will become available will be posted by Transporter on its EBB for at least the following periods:

(1) five business days for firm capacity that will be available for a term of twelve months or longer;

(2) three business days for firm capacity that will be available for a term of at least five but less than twelve months; and

(3) one hour ending at 10:00 a.m. (E.T.) for firm capacity that will be available for a term of less than five months.

Transporter's posting shall include the following information regarding the available capacity: (i) the daily and other applicable quantity of service available from each receipt point to each Market Area; (ii) the Recourse Rate as set forth in this Tariff; (iii) any applicable restrictions; (iv) whether the capacity is subject to an existing right of first refusal; (v) any

minimum price or other terms applicable to the capacity; and (vi) the date when bids are due to Transporter. The due date set by Transporter for bids shall be in accordance with the posting periods set forth above in this Section 4.2(a).

(b) Bidding Procedure. A potential Shipper may submit multiple bids, each higher than its preceding bid, for all or any portion of the capacity or term of service made available by Transporter. Such bids shall be submitted electronically through Transporter's EBB and shall be displayed by Transporter on the EBB, without revealing the identity of the bidder, during the bidding period. Bidder shall specify the monthly reservation charge (or other firm or demand charge(s), if applicable, herein referred to collectively as Reservation Charge) it is bidding for the service. Bidder also shall provide to Transporter a valid request for service fully complying with Section 3 (Requests for Service) of the General Terms and Conditions. The price bid for the monthly reservation charge shall be expressed per Dth and shall be expressed to the nearest thousandth of one dollar (\$0.000). The bid shall not exceed the then-effective Maximum Base Reservation Charge for the applicable service set forth in this Tariff. In addition to the bid price, Bidder shall pay all applicable commodity charges, demand and commodity surcharges and any other applicable charges, as they may be adjusted from time to time by Transporter. Transporter shall have the right to reject any bids that: (i) are for a rate that is less than the minimum rate stated in Transporter's posting of that capacity; (ii) do not satisfy any of the other terms specified in the posting; or (iii) include conditions or provisions that Transporter determines, in its reasonable discretion, to be unacceptable.

(c) Assessing Bids.

(1) Transporter shall assess the bids to assure that capacity is available within the Market Area to serve the precise delivery point(s) within the Market Area requested. If Market Area capacity is not available, Transporter shall reject the bids and advise Shipper.

(2) Transporter shall evaluate bids based upon their net present value as set forth below, taking into account the price and term offered. Transporter shall use the current Commission-approved interest rate in calculating the net present value of bids, with the current value of any future service commencement date bids reduced by the time value of the delay in the receipt of revenue. Capacity shall be awarded, as set forth in paragraph (d) below, based on the acceptable highest value of the bids offered to Transporter calculated in accordance with this Section. Transporter shall publish the winning bids on its EBB.

(d) Awarding Capacity; Pro Rata Awards To Equal Bidders. Consistent with the bid assessment criteria set forth in paragraph (c) immediately above, Transporter shall award capacity: (i) first to an existing capacity holder that exercises a right of first refusal to match the highest value bid; provided that the highest rate that such holder must match is the Recourse Rate; and (ii) then to the bidder submitting the highest value bid or if two or more bidders submit

equal acceptable highest value bids then pro rata to all bidders that submitted equivalent highest value bids based upon daily quantities requested.

(e) Binding Nature of Bids. All bids are binding; provided, however, that a bidder may decline to accept a pro rata allocation of capacity resulting in an award of less than the full capacity requested if such Shipper notifies Transporter of that decision through Transporter's EBB within one hour of Transporter's notice to that Shipper of the pro rata allocation. Otherwise, if a successful bidder fails to execute a Service Agreement within 15 days after such Service Agreement is tendered by Transporter, (or such later date established by Transporter through notice to Shipper), Transporter will then award the capacity to the next acceptable bidder on the basis of the highest net present value, as described in this Section. Shippers failing to return such Service Agreement shall be removed from Transporter's Approved Bidders List for six months, or less than six months if agreed to in writing by the Transporter. Nothing herein shall restrict Transporter from pursuing any other remedies it may have against a Shipper failing to execute and return a Service Agreement tendered by Transporter. If Transporter finds no other bid acceptable, the capacity shall be posted again and thereby made available for a new round of bids.

(f) Adjustment to Bid Rate. When the rate bid by a Bidder is at least for the Maximum Base Reservation Charge, that bid rate shall be subject to adjustment in accordance with the procedures of this Tariff and of the Commission, unless otherwise clearly stated in the Service Agreement. When the rate bid by a Bidder is lower than the Maximum Base Reservation Charge, that bid rate shall be subject to adjustment in accordance with the procedures of this Tariff and of the Commission by an amount proportionate to the increase or decrease in the Maximum Base Reservation Charge, unless otherwise clearly stated in the Service Agreement.

(g) Bona Fide Offers. All bids submitted for capacity pursuant to this Section must be bona fide offers, and must be submitted electronically through Transporter's EBB or as otherwise set forth in this Tariff. All Service Agreements entered into as a result of such bids must reflect an arms length transaction between the bidder and Transporter.

(h) Relation to Section 11 of the General Terms and Conditions. With regard to the newly available capacity subject to bidding under the terms of this Section, acceptable bids under this Section that satisfy Transporter's stated minimum terms and conditions shall have priority over any potential claims for that capacity under the flexible receipt and delivery point authority described at Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions.

(i) Reserved Capacity. Transporter may elect to reserve for future expansion projects any unsubscribed capacity or capacity under expiring or terminating service agreements where such agreements do not have a right of first refusal or shipper does not exercise its right of first refusal ("Available Reservation Capacity"). If Transporter elects to reserve Available Reservation Capacity, it will notify shippers of its intent as part of Transporter's posting of the

Available Reservation Capacity under this Section 4.2(i) (Reserved Capacity) of the General Terms and Conditions. Available Reservation Capacity may be reserved for up to one year prior to the Transporter filing for Natural Gas Act Section 7(c) certificate approval or prior notice authorization pursuant to Transporter's blanket construction certificate for construction of the proposed expansion and thereafter until such expansion is placed into service. Transporter may only reserve Available Reservation Capacity for a future expansion project for which an open season has been held or will be held within one (1) year of the date that Transporter posts such Available Reservation Capacity as being reserved. Any Available Reservation Capacity reserved under this Section 4.2(i) shall be made available for transportation service pursuant to Transporter's General Terms and Conditions on a limited-term basis up to the in-service date of the expansion project(s). Transporter reserves the right to limit any extension rights provided in the service agreements and pursuant to Section 4.1 of the General Terms and Conditions governing rights of first refusal commensurate with the proposed in-service date of the expansion project.

Prior to reserving Available Reservation Capacity for future expansion projects, Transporter shall first make such capacity generally available to any Shipper or potential Shipper by posting such Available Reservation Capacity for bidding through an open season for a time period of at least five (5) business days. This Available Reservation Capacity open season posting shall contain the posting information required by General Terms and Conditions Section 4.2(a)(i) - (vi) and shall conform to the bidding and capacity award procedures of General Terms and Conditions Sections 4.2(b) - (g). When the Available Reservation Capacity open season is held prior to the expansion project open season, Transporter shall have the right to state in the Available Reservation Capacity open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the previous Available Reservation Capacity open season, Transporter shall hold another open season for the Available Reservation Capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the Available Reservation Capacity open season, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.

Available Reservation Capacity may only be reserved in the 12-month period prior to the filing of the certificate application. Any Available Reservation Capacity reserved pursuant to this Section 4.2(i) for an expansion project that does not go forward because Transporter does not file any required application with the Commission within one year from such reservation date, or because Transporter ultimately does not receive authorization, shall be posted as generally available within 30 days of the date the capacity becomes available subject to then existing commitments for the capacity.

Transporter postings for reserved Available Reservation Capacity shall include the following information: (i) a description of the expansion project for which the capacity will be

reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so, when Transporter anticipates that an open season for the capacity will be held or it will otherwise be posted for bids under the expansion; (v) the projected in-service date of the expansion projects; and (vi) on a rolling basis, how much of the reserved capacity has been sold on a limited-term basis. Transporter shall make reasonable efforts to update the reservation posting to reflect material changes in the expansion project up to the in-service date of the expansion project. The reservation posting shall also include a non-binding solicitation (or reverse open-season) for turnback capacity from Transporter's existing shippers to serve the expansion project, provided that Transporter shall post the non-binding solicitation for turnback capacity no later than 90 days after the close of the expansion project open season.

(j) Future Sale of Capacity Procedures.

(1) Transporter may conduct an open season to sell the following types of capacity with a service commencement date that begins immediately or at anytime in the future: (i) any unsubscribed capacity; (ii) any capacity under expiring or terminating service agreements where such agreements do not have a right of first refusal or shipper does not exercise its right of first refusal; or (iii) any capacity that becomes available due to modification, construction, or acquisition of facilities in accordance with the Commission's blanket certificate regulations (collectively "Available Sale Capacity").

(2) If Transporter conducts an open season, it will post notice of availability of the "Available Sale Capacity" on its EBB for at least five (5) Business Days to afford all potential shippers an opportunity to acquire the capacity. Any potential shippers wishing to acquire the "Available Sale Capacity" may participate in the open season and may request an immediate or any future service commencement date. Transporter will award the "Available Sale Capacity" on a net present value basis consistent with Section 4.2(c)(2) of these General Terms and Conditions.

(3) If Transporter sells "Available Sale Capacity" pursuant to this subsection (j) with a future service commencement date, the capacity that has been sold will be made available to other shippers on an interim basis up to the commencement date of the prospective firm transportation service agreement. The provisions of General Terms and Conditions Section 4.2(a) - (h) will apply to the sale of capacity on an interim basis. Where the requested service commencement date extends more than one year into the future and the interim capacity would otherwise be eligible for the right of first refusal provided in the service agreements and/or pursuant to General Terms and Conditions Section 4.1 governing rights of first refusal, Transporter will limit the right of first refusal rights associated with that interim capacity commensurate with the future service commencement date. If right of first refusal rights are limited, the transportation service agreement will note the limitation.

47. OFFSYSTEM PIPELINE CAPACITY

47.1 From time to time, Transporter may acquire capacity on a third-party system. When Transporter acquires such offsystem capacity, it will utilize the offsystem capacity for operational reasons, to meet existing or new firm service commitments, or to provide service to Transporter's shippers under its FERC Gas Tariff, and the "shipper must have title" policy is waived to permit such use. When offsystem capacity is not required for operational reasons or to meet firm service commitments, Transporter will offer the offsystem capacity to Shippers on a primary firm basis. This Section 47 does not preclude Transporter from seeking case specific authorization for the utilization of off-system capacity by Transporter for other purposes, nor does it preclude Transporter from releasing any capacity it holds on offsystem pipelines.

47.2 In the event that offsystem capacity used to render service to Transporter's Shippers is subject to renewal limitations, consistent with the offsystem capacity provider's tariff or operating statement, Transporter will indicate, in any posting of capacity available for service, any limitation to extension rights that will apply as a result of the limitation on the offsystem capacity. Transporter may also limit any applicable right to first refusal on capacity offered to Shippers on a primary firm basis to the extent that Transporter determines, in its reasonable discretion, that it will require additional offsystem capacity for operational reasons or to meet existing or new firm service commitments. Any such extension limitation shall be reflected in the Service Agreement between Transporter and Shipper. This provision shall not impact any right of first refusal Shipper may have pursuant to this tariff, except that extension of the affected Service Agreement ~~shall~~ may: (1) be limited to the term of Transporter's contract or service agreement with the offsystem capacity provider, or (2) the amount of capacity subject to the right of first refusal may be reduced to reflect changes in Transporter's operational requirement.

47.3 If a Shipper to whom Transporters has sold offsystem capacity on a primary firm basis incurs penalties on the on the offsystem pipeline associated with that Shipper's use of that capacity, Transporter will directly assign the costs of such penalties to that Shipper.

Columbia Gas Transmission, LLC
FERC Tariff
Fourth Revised Volume No. 1

VIII.1.
Service Agreement Forms
FTS, NTS, NTS-S, TPS, SST, OPT, ITS and GTS
Version 1.0.0

[Applicable to the following Rate Schedules: FTS, NTS, NTS-S, TPS, SST, OPT, ITS and GTS]

Service Agreement No. _____

Control No. _____

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and _____ ("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 _____ Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Third 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._____ of Subpart _____ of the Commission's regulations. Shipper warrants that service hereunder is being provided on behalf of _____, a local distribution company or an intrastate pipeline. [For Subpart G service, Shipper warrants that service hereunder is being provided on behalf of _____, an interstate pipeline or Shipper].

Section 2. Term. Service under this Agreement shall commence as of _____ [or when applicable, "This Agreement shall be effective as of the later of _____ or the date that all of Transporter's _____ (insert project name) facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion"] and shall continue in full force and effect until _____ [or, when applicable, "shall remain in full force and effect for a term of _____"] [or, when applicable to Rate Schedule ITS, "Service under this Agreement shall commence as of _____ and shall continue from month to month thereafter until terminated by either Transporter or Shipper upon thirty days prior notice"] [or, when applicable to Rate Schedule GTS, "Service under this

Columbia Gas Transmission, LLC
FERC Tariff
Fourth Revised Volume No. 1

VIII.1.
Service Agreement Forms
FTS, NTS, NTS-S, TPS, SST, OPT, ITS and GTS
Version 1.0.0

Agreement shall commence as of _____ and , with a primary term of _____ and shall continue from year to year thereafter until terminated by either Transporter or Shipper upon six months' prior notice"]. 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; 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); and f) production and/or reserves committed by the Shipper. 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 sections. 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.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Director, Commercial Services and notices to Shipper shall be addressed to it at _____ Attention: _____, until changed by either party by written notice.

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

SHIPPER COLUMBIA GAS TRANSMISSION, LLC
By _____ By _____
Title _____ Title _____

[For FTS, NTS, NTS-S and TPS Rate Schedules]

Revision No. _____

Appendix A to Service Agreement No. _____
 Under Rate Schedule _____
 between Columbia Gas Transmission, LLC (Transporter)
 and _____ (Shipper)

Transportation Demand

<u>Begin</u>	<u>End</u>	<u>Transportation</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Demand Dth/Day</u>	<u>Interval</u>

Primary Receipt Points

<u>Begin</u>	<u>End</u>	<u>Scheduling</u>	<u>Scheduling</u>	<u>Measuring</u>	<u>Measuring</u>	<u>Maximum Daily</u>	<u>Minimum Receipt</u>	<u>Hourly</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Quantity (Dth/day)</u>	<u>Pressure Obligation (psig) 1/</u>	<u>Flowrate (Dth/hour) 1/</u>	<u>Interval</u>

Primary Delivery Points

<u>Begin</u>	<u>End</u>	<u>Scheduling</u>	<u>Scheduling</u>	<u>Measuring</u>	<u>Measuring</u>	<u>Maximum Daily</u>	<u>Design Daily</u>	<u>Aggregate</u>	<u>Minimum Delivery</u>	<u>Hourly</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Delivery Obligation</u>	<u>Quantity</u>	<u>Daily</u>	<u>Pressure Obligation</u>	<u>Flowrate</u>	<u>Interval</u>
						<u>(Dth/day) 1/</u>	<u>(Dth/day) 1/</u>	<u>Quantity 1/</u>	<u>psig) 1/</u>	<u>(Dth/hour) 1/</u>	

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

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.

Service pursuant to this Appendix A, Revision No. _____ shall be effective from _____, 20____ through _____, 20_____.

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.

Yes No (Check applicable blank) This Appendix A, Revision No. _____ 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 _____ Appendix A with Shipper, which for such points set forth are incorporated herein by reference.

Yes No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4.2(j). Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.2(j).

Yes No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

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

(SHIPPER)

COLUMBIA GAS TRANSMISSION, LLC

By _____

By _____

Its _____

Its _____

Date _____

Date _____

[For SST Rate Schedule]

Revision No. _____

Appendix A to Service Agreement No. _____
 Under Rate Schedule SST
 between Columbia Gas Transmission, LLC (Transporter)
 and _____ (Shipper)

Transportation Demand

<u>Begin</u>	<u>End</u>	<u>Transportation</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Demand Dth/day</u>	<u>Interval</u>

Primary Receipt Points

<u>Begin</u>	<u>End</u>	<u>Scheduling</u>	<u>Scheduling</u>	<u>Maximum Daily</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Quantity (Dth/day)</u>	<u>Interval</u>

Primary Delivery Points

<u>Begin</u>	<u>End</u>	<u>Scheduling</u>	<u>Scheduling</u>	<u>Measuring</u>	<u>Measuring</u>	<u>Maximum Daily</u>	<u>Design Daily</u>	<u>Aggregate</u>	<u>Minimum Delivery</u>	<u>Hourly</u>	<u>Recurrence</u>	
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>(Dth/day) 1/</u>	<u>(Dth/day) 1/</u>	<u>Quantity 1/</u>	<u>Pressure 1/</u>	<u>Obligation 1/</u>	<u>Flowrate</u>	<u>Interval</u>
									<u>(psig) 1/</u>		<u>(Dth/hour) 1/</u>	

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

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 purposes of listing valid secondary receipt 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. _____ shall be effective from _____, 20____ through _____, 20____.

Yes No (Check applicable blank) This Appendix A, Revision No. _____ 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 MDDOs, and/or ADQs, and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule ___ Appendix A with Shipper, which for such points set forth are incorporated herein by reference.

Yes No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4.2(j). Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.2(j).

Yes No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

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

(SHIPPER)

By _____

Its _____

Date _____

COLUMBIA GAS TRANSMISSION, LLC

By _____

Its _____

Date _____

[For OPT Rate Schedule]

Revision No. _____

Appendix A to Service Agreement No. _____
 Under Rate Schedule OPT
 between Columbia Gas Transmission, LLC (Transporter)
 and _____ (Shipper)

Transportation Demand

Service under this Service Agreement may be interrupted for ____ days annually.

<u>Begin</u>	<u>End</u>	<u>Transportation</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Demand Dth/day</u>	<u>Interval</u>

Primary Receipt Points

<u>Begin</u>	<u>End</u>	<u>Scheduling</u>	<u>Scheduling</u>	<u>Measuring</u>	<u>Measuring</u>	<u>Maximum Daily</u>	<u>Minimum Receipt</u>	<u>Hourly Flowrate</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Quantity (Dth/day) 1/</u>	<u>Pressure Obligation (psig) 1/</u>	<u>(Dth/hour) 1/</u>	<u>Interval</u>

Primary Delivery Points

<u>Begin</u>	<u>End</u>	<u>Scheduling</u>	<u>Scheduling</u>	<u>Measuring</u>	<u>Measuring</u>	<u>Maximum Daily</u>	<u>Design Daily</u>	<u>Aggregate</u>	<u>Minimum Delivery</u>	<u>Hourly</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Delivery Obligation</u>	<u>Quantity</u>	<u>Daily</u>	<u>Pressure Obligation</u>	<u>Flowrate</u>	<u>Interval</u>
						<u>(Dth/day) 1/</u>	<u>(Dth/day) 1/</u>	<u>Quantity 1/</u>	<u>(psig) 1/</u>	<u>(Dth/hour) 1/</u>	

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

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. shall be effective from , 20 through , 20.

Yes No (Check applicable blank) This Appendix A, Revision No. 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) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4.2(j). Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.2(j).

Yes No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

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

(SHIPPER)

COLUMBIA GAS TRANSMISSION, LLC

By _____

By _____

Its _____

Its _____

Date _____

Date _____

[For GTS Rate Schedule]

Revision No. _____

Appendix A to Service Agreement No. _____
 Under Rate Schedule GTS
 between Columbia Gas Transmission, LLC (Transporter)
 and _____ (Shipper)

Storage Contract Quantity

<u>Begin</u>	<u>End</u>	<u>Transportation</u>	<u>Storage Contract</u>	<u>Annual GTS</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Demand Dth/day</u>	<u>Quantity Dth</u>	<u>Quantity Dth/year</u>	<u>Interval</u>

Primary Receipt Points

<u>Begin</u>	<u>End</u>	<u>Scheduling</u>	<u>Scheduling</u>	<u>Measuring</u>	<u>Measuring</u>	<u>Maximum Daily</u>	<u>Minimum Receipt</u>	<u>Hourly</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Quantity (Dth/day)</u>	<u>Pressure Obligation (psig) 1/</u>	<u>Flowrate (Dth/hour) 1/</u>	<u>Interval</u>

Primary Delivery Points

<u>Begin</u>	<u>End</u>	<u>Scheduling</u>	<u>Scheduling</u>	<u>Measuring</u>	<u>Measuring</u>	<u>Maximum Daily Delivery</u>	<u>Minimum Delivery</u>	<u>Hourly</u>	<u>Recurrence</u>
<u>Date</u>	<u>Date</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Point No.</u>	<u>Point Name</u>	<u>Obligation (Dth/day) 1/</u>	<u>Pressure Obligation (psig) 1/</u>	<u>Flowrate (Dth/hour) 1/</u>	<u>Interval</u>

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

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

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.

Yes No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4.2(j). Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.2(j).

Yes No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

Service changes pursuant to this Appendix A shall become effective as of _____, 20____. This Appendix A shall cancel and supersede the previous Appendix A effective as of _____, 20____, to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said Service Agreement shall remain in full force and effect.

(SHIPPER)

By _____

Its _____

Date _____

COLUMBIA GAS TRANSMISSION, LLC

By _____

Its _____

Date _____

Columbia Gas Transmission, LLC
FERC Tariff
Fourth Revised Volume No. 1

VIII.2.
Service Agreement Forms
FSS
Version 1.0.0

Service Agreement No. _____

Control No. _____

FSS SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 20 _____,
by and between COLUMBIA GAS TRANSMISSION, LLC ("Transporter") and

("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 FSS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Third 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. Transporter shall store quantities of gas for Shipper up to but not exceeding Shipper's Storage Contract Quantity as 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._____of Subpart _____ of the Commission's regulations. Shipper warrants that service hereunder is being provided on behalf of _____, a local distribution company or an intrastate pipeline. [For Subpart G service, Shipper warrants that service hereunder is being provided on behalf of _____, an interstate pipeline or Shipper].

Section 2. Term. Service under this Agreement shall commence as of _____ [or when applicable, "This Agreement shall be effective as of the later of _____ or the date that all of Transporter's _____ (insert project name) facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion"] and shall continue in full force and effect until _____ [or, when applicable, "shall remain in full force and effect for a term of _____"]. 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

Columbia Gas Transmission, LLC
FERC Tariff
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Version 1.0.0

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; 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); and f) production and/or reserves committed by the Shipper. 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 sections. 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.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Director, Commercial Services and notices to Shipper shall be addressed to it at _____
Attention: _____, until changed by either party by written notice.

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

SHIPPER
By _____
Title _____

COLUMBIA GAS TRANSMISSION, LLC
By _____
Title _____

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[For FSS Rate Schedule]

Revision No. _____

Appendix A to Service Agreement No. _____
 Under Rate Schedule FSS
 between Columbia Gas Transmission, LLC (Transporter)
 and _____ (Shipper)

Storage Contract Quantity

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Storage Contract</u> <u>Quantity (Dth)</u>	<u>Maximum Daily</u> <u>Storage Quantity (Dth/day)</u>
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CANCELLATION OF PREVIOUS APPENDIX A

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. _____ shall be effective from _____, 20____ through _____, 20____.

Yes No (Check applicable blank) This Appendix A, Revision No. ____ 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) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4.2(j). Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.2(j).

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Yes No (Check applicable blank) This Service Agreement covers offsystem capacity sold pursuant to Section 47 of the General Terms and Conditions. Right of first refusal rights, if any, applicable to this offsystem capacity are limited as provided for in General Terms and Conditions Section 47.

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

(SHIPPER)

COLUMBIA GAS TRANSMISSION, LLC

By _____

By _____

Its _____

Its _____

Date _____

Date _____

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