

RATE SCHEDULES

ETS (Enhanced Transportation Service)
STS (Small Transportation Service)
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IWS (Interruptible Wheeling Service)
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FSS (Firm Storage Service)
DDS (Deferred Delivery Service)
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PTS-1 (Pooling Transportation Service)
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PTS-3 (Pooling Transportation Service - Interruptible)
Southeast Area Gathering Service

RATE SCHEDULE ETS
Enhanced Transportation Service

5.1.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of Gas by Transporter, subject to the following limitations:

- (a) Transporter has determined that it has sufficient available and uncommitted capacity to perform service requested by Shipper; and
- (b) Shipper and Transporter have executed an Agreement under this Rate Schedule, or conformed an existing Agreement to be consistent with this Rate Schedule.

5.1.2 APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule.
- (b) Transportation Service under this Rate Schedule shall consist of: (1) the receipt of Gas on behalf of Shipper, (2) the Transportation of Gas, and (3) the Tender of Gas for delivery by Transporter to Shipper, or for Shipper's account.
- (c) The executed Agreement shall be required to specify separately, by season, Receipt Point MDQs and Delivery Point MDQs. The sum of the Delivery Point MDQs shall be equal to the sum of the Receipt Point MDQs, which shall include Transportation from storage, if applicable. Transportation Service rendered under this Rate Schedule shall be firm, up to the Delivery Point MDQs and Receipt Point MDQs specified in the executed Agreement.
- (d) Transportation Service hereunder shall not be subject to predefined Primary Routes for nomination and scheduling purposes. The Primary Route designations shall apply to Reservation Charge calculation only.
- (e) Transporter and Shipper may agree to aggregate Delivery Points into a single Delivery Point for Transportation Service under this Rate Schedule ETS ("ETS Delivery Point Group"). Transporter and Shipper may further agree to limit or condition the maximum delivery levels applicable to a specific Delivery Point(s) in order to facilitate or accommodate inclusion of such a Delivery Point(s) into a new or existing ETS Delivery Point Group.
- (f) If Shipper's Rate Schedule ETS Agreement is the NNS Storage Transportation under Shipper's Rate Schedule NNS Agreement, then the no-notice quantities allocated at each Delivery Point will be netted with the no-notice quantities allocated at other Delivery Points.
- (g) Shippers under Rate Schedule ETS shall be entitled to maximum hourly deliveries equal to one-sixteenth (1/16) of the respective Delivery Point MDQ, provided, however, that such hourly flow limits will only be enforced after at least two (2) hours notice that the restrictions are necessary for operational reasons.

5.1.3 CHARGES

Each Month Shipper shall pay to Transporter the following charges:

1. Reservation Charges.
 - (a) For each Dekatherm of MDQ, the sum of the applicable Reservation Rate(s), as stated in Section 4.1 for each Pooling Area or Mainline Segment (together, "Rate Segment(s)") traversed by the Primary Route designated for such MDQ.
 - (b) If, in any Month, Shipper nominates quantities at Secondary Receipt Points or Secondary Delivery Points, and all of such Secondary Points are within Rate Segment(s) for which capacity is reserved pursuant to Section 5.1.3 paragraph 1(a), above, no Reservation Charges associated with the use of additional Rate Segment(s) shall be applicable.
 - (c) If, in any Month, Shipper nominates quantities at Secondary Receipt Point(s) or Secondary Delivery Point(s) outside of Rate Segment(s) or portion(s) thereof, for which capacity is reserved pursuant to Section 5.1.3 paragraph 1(a), above, Shipper shall pay on a pro rata basis for each Day of such nomination the applicable Reservation Rate(s), as stated in Sections 4.1 and/or 5.19, that Transporter otherwise would charge for Transportation to or from those additional Rate Segment(s) or portion(s) thereof.
 - (d) If, at the commencement or termination of the Agreement, service is provided for only a portion of a Service Month, any applicable Reservation Charges shall be prorated for the number of Days that service is provided.
2. Commodity Charges. The applicable Commodity Rate, as stated in Section 4.1 and, if applicable, Section 5.19, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Shipper for each Nomination Route utilized during the Service Month.
3. Other Applicable Charges or Surcharges. All applicable reservation and volumetric charges or surcharges, including but not limited to those charges under Section 6.24 of the General Terms and Conditions of this Tariff, for each Dekatherm of MDQ, or Gas Delivered Hereunder, as applicable. Such charges or surcharges are stated in Section 4.16.
4. Daily Scheduling Penalties. Only Shippers identified in Section 6.14.1(a)(3)(iii) or Section 6.14.1(c) of the General Terms and Conditions of this Tariff, may be subject to daily scheduling penalties, and only on each Dekatherm of the quantities of variance set forth therein that exceeds the Swing Percentage for overdeliveries or underdeliveries, as applicable. The rate for any such daily scheduling penalty per

Dekatherm shall be one (1) times the applicable Rate Schedule ITS Maximum Rate to that Delivery Point on non-Extreme Condition Situation days, or the greater of ten dollars (\$10.00) or two (2) times the Spot Price Index for the Service Month, as defined in Section 6.16 of the General Terms and Conditions of this Tariff on posted Extreme Condition Situation days.

5. Authorized Overrun Service.

- (a) Transporter may authorize Shipper to take hereunder daily overrun quantities of Gas to the extent that, in the sole judgment of Transporter, the delivery capacity of Transporter's Pipeline System will permit such delivery without jeopardizing the ability of Transporter to meet all of its other firm service delivery obligations. The term "Authorized Daily Overrun Quantity" shall mean the quantity of Gas which is authorized and delivered by Transporter during any one Day in excess of any of Shipper's Delivery Point MDQs. Any request for service under this Section 5.1.3 paragraph 5 must be made by Shipper pursuant to a separate nomination for Authorized Daily Overrun Quantity Gas in accordance with Section 6.6.1(a) or 6.6.2(a) of the General Terms and Conditions of this Tariff, provided, however, a separate nomination is not required if the overrun is being delivered under any service associated with the operation of Transporter's Rate Schedule NNS or MBS and has been authorized and allocated to Shipper pursuant to Section 6.14.1(a)(1), 6.14.1(a)(3) or 6.14.1(c) of the General Terms and Conditions of this Tariff.
- (b) In addition to other applicable charges, Shipper shall pay a commodity charge for each Dekatherm of Authorized Daily Overrun Quantity equal to (a) the applicable maximum Reservation Charges times 12 then dividing the result by 365, plus (b) in the case of utilization of any Secondary Receipt or Delivery Points, the applicable incremental maximum Reservation Rate(s) set forth in Section 5.1.3 paragraph 1(c), above, times 12 then dividing the result by 365.

6. Unauthorized Overrun Service.

- (a) Each Dekatherm of Gas Delivered Hereunder to Shipper pursuant to Section 6.14 of the General Terms and Conditions of this Tariff on any Day, which is in excess of any of Shipper's Delivery Point MDQs, which has not been authorized under Section 5.1.3 paragraph 5 of this Rate Schedule, shall be considered as "Unauthorized Daily Overrun Quantity" and shall be subject to a penalty rate equal to two (2) times the applicable Rate Schedule ITS Maximum Rate to that Delivery Point on non-Extreme Condition Situation days, or the greater of ten dollars (\$10.00) or two (2) times the Spot Price Index for the Service Month, as defined in Section 6.16 of the General Terms and Conditions of this Tariff on posted Extreme Condition Situation days, in addition to all the charges set forth in Section 5.1.3 paragraph 5 above.

- (b) Each Dekatherm of Gas Delivered Hereunder to Shipper as an Unauthorized Daily Overrun Quantity at any time after Transporter has issued an express order to Shipper to cease and desist shall be subject to a penalty rate equal to twelve (12) times the sum of the applicable maximum Reservation Rates under this Rate Schedule, in addition to all of the charges set forth in Section 5.1.3 paragraphs 5 and 6(a), above.
7. Fuel and Electric Power Cost Reimbursement. Shipper shall furnish at Receipt Point(s) the Gas for Transporter's Use utilizing the applicable Transporter's Use (%) set forth in Section 4.18 and, if applicable, Section 5.19. Shipper shall also pay to Transporter the applicable EPC Charge as stated in Section 4.19.
8. Third Party Charges. Shipper shall be responsible for delivering all Gas to Transporter's system, and shall be free to contract with third party(ies) to achieve such result. If Shipper requests, and Transporter agrees, that Transporter shall, for service to Shipper, use transportation service which Transporter has contracted for with third party(ies) for Shipper on or after November 1, 1989, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay to third party(ies) for transportation or other services attributable to performance of service on behalf of Shipper under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, Gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Shipper's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Shipper.
9. Rate Changes. Subject to any limitations agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for any and all of the transportation routes for which a Maximum Rate and Minimum Rate are stated in Section 4.1 of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth in such sections. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service, or for continuation of service under an existing Agreement, or pursuant to Section 6.4 paragraphs 1(b) and 2(b) of the General Terms and Conditions of this Tariff. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.
10. Cashout of Monthly Imbalances. Transporter or Shipper, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 6.15 of the General Terms and Conditions of this Tariff.

5.1.4 SMALL SHIPPER SERVICE OPTION

Any Shipper that meets all of the eligibility requirements set forth in Section 5.2.1(a), (c), (e) and (f) of Rate Schedule STS shall not be subject to Section 5.1.3 paragraphs 1 and 2(a), but shall be charged the one-part rate set forth in Section 4.2, applicable to each Nomination Route for each Dekatherm of Gas Delivered Hereunder including applicable charges and surcharges. In addition, any such Shipper shall be charged for each Dekatherm of authorized overrun service pursuant to Section 5.1.3 paragraph 4 hereunder the applicable rate set forth in Section 4.2, plus all applicable charges and surcharges.

5.1.5 COMMISSION AND OTHER REGULATORY FEES

Shipper shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

5.1.6 GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein and made a part of this Rate Schedule.

RATE SCHEDULE STS
Small Transportation Service

5.2.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership and any other party that purchases Gas for resale and that is directly connected to facilities owned and operated by Transporter (hereinafter referred to as "Shipper") for service under this Rate Schedule, for the Transportation of Gas by Transporter, subject to the following limitations:

- (a) Transporter has determined that it will have sufficient available and uncommitted capacity to perform the service requested by Shipper and is able to predict with reasonable accuracy the demand requirements at the gate station in order to perform service, or Shipper was a customer as of May 18, 1992 pursuant to Transporter's previously effective Rate Schedule SGS-1;
- (b) Shipper agrees to have transported under this Rate Schedule Shipper's entire transportation requirements for the integrated Gas system into which deliveries are to be made, except for transportation of Gas that may be locally produced for such system;
- (c) Shipper's MDQ for its integrated system does not exceed 6,138 Dekatherms per Day, provided, however, that Shippers otherwise qualifying hereunder shall be entitled to aggregate their MDQs, up to 10,000 Dekatherms per Day;
- (d) The Base Maximum Daily Withdrawal Quantity shall be equal to fifty-five percent (55%) of the MDQ and the Maximum Storage Quantity shall be equal to fifty (50) times such Base Maximum Daily Withdrawal Quantity;
- (e) Shipper agrees not to utilize Transportation Service on any Day under any interruptible Transportation Service available from Transporter, unless Shipper has exceeded its MDQ hereunder on such Day;
- (f) Shipper agrees not to transport Gas as a Replacement Shipper under Transporter's capacity releasing mechanism, unless Shipper has exceeded its MDQ hereunder on such Day; and
- (g) Shipper and Transporter have executed an Agreement under this Rate Schedule, or conformed an existing Agreement to be consistent with this Rate Schedule.

5.2.2 APPLICABILITY AND CHARACTER OF SERVICE

Gas transported under this Rate Schedule shall be firm, up to the Maximum Daily Quantity, Maximum Daily Transportation Quantity, Maximum Storage Quantity, Maximum Daily Withdrawal Quantity and Maximum Daily Injection Quantity specified in the executed Agreement, including no-notice entitlements equal to the Base Maximum Daily Withdrawal Quantity.

5.2.3 CHARGES

1. Each Month Shipper shall pay to Transporter the applicable Commodity Rate(s) set forth in Section 4.2 and, if applicable, Section 5.19, for each Dekatherm of Gas Delivered Hereunder.
2. Other Applicable Charges or Surcharges. All applicable reservation and volumetric charges or surcharges, including but not limited to those charges or surcharges under Section 6.24 of the General Terms and Conditions of this Tariff, for each Dekatherm of Gas Delivered Hereunder. Such charges or surcharges are shown in Section 4.16.
3. Authorized Overrun Service. Transporter may authorize Shipper to take hereunder daily overrun quantities of Gas to the extent that, in the judgment of Transporter, the delivery capacity of Transporter's Pipeline System will permit such delivery without jeopardizing the ability of Transporter to meet all of its other firm service obligations. The term "Authorized Daily Overrun Quantity" shall mean the quantity of Gas which is authorized and delivered by Transporter during any one Day in excess of any of Shipper's Rate Schedule STS MDQs. Any request for service under this Section 5.2.3 paragraph 3 must be made by Shipper pursuant to a separate nomination for Authorized Daily Overrun Quantity Gas in accordance with Section 6.6.1(a) or 6.6.2(a) of the General Terms and Conditions of this Tariff, provided, however, a separate nomination is not required if the overrun is being delivered under any service associated with the operation of Transporter's Rate Schedule NNS or MBS and has been authorized and allocated to Shipper pursuant to Section 6.14.1(a)(1), 6.14.1(a)(3) or 6.14.1(c) of the General Terms and Conditions of this Tariff. The charges for each Dekatherm of Authorized Daily Overrun Quantity Gas that exceeds the Swing Percentage shall be equal to the Charges set forth in Section 5.2.3 paragraphs 1 and 2, above.
4. Unauthorized Overrun Service.
 - (a) Each Dekatherm of Gas Delivered Hereunder to Shipper pursuant to Section 6.14 of the General Terms and Conditions of this Tariff on any Day, which is in excess of any of Shipper's Rate Schedule STS MDQs, and which has not been authorized under Section 5.2.3 paragraph 3 of this Rate Schedule, shall be considered as "Unauthorized Daily Overrun Quantity" and shall be subject to a penalty rate equal to two (2) times the applicable Rate Schedule ITS Maximum Rate to that Delivery Point on non-Extreme Condition Situation days, or the greater of ten dollars (\$10.00) or two (2) times the Spot Price Index for the Service Month, as defined in Section 6.16 of the General Terms and Conditions of this Tariff on posted Extreme Condition Situation days, in addition to all the charges set forth in Section 5.2.3 paragraph 3 above.

- (b) Each Dekatherm of Gas Delivered Hereunder to Shipper as an Unauthorized Daily Overrun Quantity at any time after Transporter has issued an express order to Shipper to cease and desist shall be subject to a penalty rate equal to twelve (12) times the applicable maximum reservation rates under Rate Schedule ETS, in addition to all of the charges set forth in Section 5.2.3 paragraphs 3 and 4(a), above.
5. Fuel and Electric Power Cost Reimbursement. Shipper shall furnish at Receipt Point(s) the Gas for Transporter's Use, utilizing the applicable Transporter's Use (%) set forth in Section 4.18 and, if applicable Section 5.19. Shipper shall also furnish at the Point of Injection/Withdrawal, for each Dekatherm injected, the applicable storage-related Transporter's Use (%) set forth in Section 4.18. Shipper shall also pay to Transporter the applicable EPC Charge as stated in Section 4.19.
6. Cycling Fuel Charge. If a Shipper has renewed its Agreement for the next Storage Contract Year under this Rate Schedule, or any successor Rate Schedule, and fails to reduce its Working Storage Gas to twenty percent (20%) or less of its Maximum Storage Quantity by the end of the Winter Period, then Transporter shall reduce Working Storage Gas for Cycling Fuel.
7. If a Shipper has not renewed its Agreement for the next Storage Contract Year, and fails to withdraw all of its Working Storage Gas by the end of the Winter Period, then such Shipper shall be deemed to have executed the necessary Agreements under Rate Schedules DDS and ITS for the further disposition of such remaining Working Storage Gas.
8. Third Party Charges. Shipper shall be responsible for delivering all Gas to Transporter's system, and shall be free to contract with third party(ies) to achieve such result. If Shipper requests, and Transporter agrees, that Transporter shall, for service to Shipper, use transportation service which Transporter has contracted for with third party(ies) for Shipper on or after November 1, 1989, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay to third party(ies) for transportation or other services attributable to performance of service on behalf of Shipper under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, Gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Shipper's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Shipper.
9. Cashout of Monthly Imbalances. Transporter or Shipper, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 6.15 of the General Terms and Conditions of this Tariff. Notwithstanding the definitions set forth in such Section 6.15, the calculations of Excess Quantities and Deficient

Quantities shall be reduced by the storage injections and withdrawals determined pursuant to Section 6.14.1(a)(3)(ii) of the General Terms and Conditions of this Tariff, to the extent that Working Storage Gas is greater than zero and less than the Maximum Storage Quantity.

10. Storage Account Implementation. Upon the effective date of this Tariff, Shipper electing service under this Rate Schedule shall have purchased storage inventory in place equal to its Maximum Storage Quantity.

5.2.4 COMMISSION AND OTHER REGULATORY FEES

Shipper shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

5.2.5 GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein by reference and made a part of this Rate Schedule.

RATE SCHEDULE FTS-1
Firm Transportation Service

5.3.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of Gas by Transporter, subject to the following limitations:

- (a) Transporter has determined that it has sufficient available and uncommitted capacity to perform service requested by Shipper; and
- (b) Shipper and Transporter have executed an Agreement under this Rate Schedule, or conformed an existing Agreement to be consistent with this Rate Schedule.

5.3.2 APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule.
- (b) Transportation Service under this Rate Schedule shall consist of: (1) the receipt of Gas on behalf of Shipper, (2) the Transportation of Gas, and (3) the Tender of Gas for delivery by Transporter to Shipper, or for Shipper's account.
- (c) Transportation Service rendered under this Rate Schedule shall be firm, up to the Primary Route MDQs specified in the executed Agreement.

5.3.3 CHARGES

Each Month Shipper shall pay to Transporter the following charges:

1. Reservation Charges.
 - (a) For each Dekatherm of MDQ, the applicable Reservation Rate(s), as stated in Section 4.3 or 4.4, for each Pooling Area or Mainline Segment (together, "Rate Segment(s)") traversed by the Primary Route designated for such MDQ.
 - (b) If, in any Month, Shipper nominates quantities at Secondary Receipt Points or Secondary Delivery Points, and all of such Secondary Points are within Rate Segment(s) for which capacity is reserved pursuant to Section 5.3.3 paragraph 1(a), above, no Reservation Charges associated with the use of additional Rate Segment(s) shall be applicable.
 - (c) If, in any Month, Shipper nominates quantities at Secondary Receipt Point(s) or Secondary Delivery Point(s) that are outside of Rate Segment(s) or portion(s) thereof, for which capacity is reserved pursuant to Section 5.3.3 paragraph 1(a), above, Shipper shall pay on a pro rata basis for each Day of such nomination the applicable Reservation Rate(s), as stated in Sections 4.3, 4.4, and/or 5.19, that Transporter otherwise would charge for Transportation to or from those additional Rate Segment(s) or portion(s) thereof.
 - (d) If, at the commencement or termination of the Agreement, service is provided for only a portion of a Service Month, any applicable Reservation Charges shall be prorated for the number of Days that service is provided.
2. Commodity Charges. The applicable Commodity Rate, as stated in Section 4.3 or 4.4 and, if applicable, Section 5.19, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Shipper for each Nomination Route during the Month.
3. Other Applicable Charges or Surcharges. All applicable reservation and volumetric charges or surcharges, including but not limited to those charges under Section 6.24 of the General Terms and Conditions of this Tariff, for each Dekatherm of MDQ, or Gas Delivered Hereunder, as applicable. Such charges or surcharges are shown in Section 4.16.
4. Daily Scheduling Penalties. Only Shippers identified in Section 6.14.1(a)(3)(iii) or Section 6.14.1(c) of the General Terms and Conditions of this Tariff, may be subject to daily scheduling penalties, and only on each Dekatherm of the quantities of variance set forth therein that exceeds the Swing Percentage for overdeliveries or underdeliveries, as applicable. The rate for any such daily scheduling penalty per Dekatherm shall be one (1) times the applicable Rate Schedule ITS Maximum Rate

to that Delivery Point on non-Extreme Condition Situation days, or the greater of ten dollars (\$10.00) or two (2) times the Spot Price Index for the Service Month, as defined in Section 6.16 of the General Terms and Conditions of this Tariff on posted Extreme Condition Situation days.

5. Authorized Overrun Service.

- (a) Transporter may authorize Shipper to take hereunder daily overrun quantities of Gas to the extent that, in the sole judgment of Transporter, the delivery capacity of Transporter's Pipeline System will permit such delivery without jeopardizing the ability of Transporter to meet all of its other firm service delivery obligations. The term "Authorized Daily Overrun Quantity" shall mean the quantity of Gas which is authorized and delivered by Transporter during any one Day in excess of any of Shipper's Primary Route MDQs. Any request for service under this Section 5.3.3 paragraph 5 must be made by Shipper pursuant to a separate nomination for Authorized Daily Overrun Quantity Gas in accordance with Section 6.6.1(a) or 6.6.2(a) of the General Terms and Conditions of this Tariff, provided, however, a separate nomination is not required if the overrun is being delivered under any service associated with the operation of Transporter's Rate Schedule NNS or MBS and has been authorized and allocated to Shipper pursuant to Section 6.14.1(a)(1), 6.14.1(a)(3) or 6.14.1(c) of the General Terms and Conditions of this Tariff.
- (b) In addition to other applicable charges, Shipper shall pay a commodity charge for each Dekatherm of Authorized Daily Overrun Quantity equal to (a) the applicable maximum Reservation Rates times 12 then dividing the result by 365, plus (b) in the case of utilization of any Secondary Receipt or Delivery Points, the applicable incremental maximum Reservation Rate(s) set forth in Section 5.3.3 paragraph 1(c), above, times 12 then dividing the result by 365.

6. Unauthorized Overrun Service.

- (a) Each Dekatherm of Gas Delivered Hereunder to Shipper pursuant to Section 6.14 of the General Terms and Conditions of this Tariff on any Day, which is in excess of any of Shipper's Primary Route MDQs, which has not been authorized under Section 5.3.3 paragraph 5 of this Rate Schedule, shall be considered as "Unauthorized Daily Overrun Quantity" and shall be subject to a penalty rate equal to two (2) times the applicable Rate Schedule ITS Maximum Rate to that Delivery Point on non-Extreme Condition Situation days, or the greater of ten dollars (\$10.00) or two (2) times the Spot Price Index for the Service Month, as defined in Section 6.16 of the General Terms and Conditions of this Tariff on posted Extreme Condition Situation days, in addition to all the charges set forth in Section 5.3.3 paragraph 5 above.

- (b) Each Dekatherm of Gas Delivered Hereunder to Shipper as an Unauthorized Daily Overrun Quantity at any time after Transporter has issued an express order to Shipper to cease and desist shall be subject to a penalty rate equal to twelve (12) times the sum of the applicable maximum Reservation Rates under this Rate Schedule, in addition to all of the charges set forth in Section 5.3.3 paragraphs 5 and 6(a), above.
7. Fuel and Electric Power Cost Reimbursement. Shipper shall furnish at Receipt Point(s) the Gas for Transporter's Use utilizing the applicable Transporter's Use (%) set forth in Section 4.18 and, if applicable, Section 5.19. Shipper shall also pay to Transporter the applicable EPC Charge as stated in Section 4.19.
8. Third Party Charges. Shipper shall be responsible for delivering all Gas to Transporter's system, and shall be free to contract with third party(ies) to achieve such result. If Shipper requests, and Transporter agrees, that Transporter shall, for service to Shipper, use transportation service which Transporter has contracted for with third party(ies) for Shipper on or after November 1, 1989, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay to third party(ies) for transportation or other services attributable to performance of service on behalf of Shipper under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, Gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Shipper's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Shipper.
9. Rate Changes. Subject to any limitations agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for any and all of the transportation routes for which a Maximum Rate and Minimum Rate are stated in Section 4.3 or 4.4 of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth in such sections. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service, or for continuation of service under an existing Agreement, or pursuant to Section 6.4 paragraphs 1(b) and 2(b) of the General Terms and Conditions of this Tariff. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.
10. Cashout of Monthly Imbalances. Transporter or Shipper, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 6.15 of the General Terms and Conditions of this Tariff.

5.3.4 SMALL SHIPPER SERVICE OPTION

Any Shipper that meets all of the eligibility requirements set forth in Section 5.2.1(a), (c), (e) and (f) of Rate Schedule STS shall not be subject to Section 5.3.3 paragraphs 1 and 2(a), but shall be charged the one-part rate set forth in Section 4.2, applicable to each Nomination Route for each Dekatherm of Gas Delivered hereunder including applicable charges and surcharges. In addition, any such Shipper shall be charged for each Dekatherm of authorized overrun service pursuant to Section 5.3.3 paragraph 4 hereunder the applicable rate set forth in Section 4.2, plus all applicable charges and surcharges.

5.3.5 COMMISSION AND OTHER REGULATORY FEES

Shipper shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

5.3.6 GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein and made a part of this Rate Schedule.

RATE SCHEDULE FTS-2
Firm Transportation Service

5.4.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of Gas by Transporter, subject to the following limitations:

- (a) Transporter has determined that it has sufficient available and uncommitted capacity to perform service requested by Shipper; and
- (b) Shipper and Transporter have executed an Agreement under this Rate Schedule, or conformed an existing Agreement to be consistent with this Rate Schedule.

5.4.2 APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule.
- (b) Transportation Service under this Rate Schedule shall consist of: (1) the receipt of Gas on behalf of Shipper, (2) the Transportation of Gas, and (3) the Tender of Gas for delivery by Transporter to Shipper, or for Shipper's account.
- (c) Transportation Service rendered under this Rate Schedule shall be firm, up to the Primary Route MDQ specified in the executed Agreement, except for any ten (10) Days each Service Month when Transporter will not schedule service, in whole or in part, on a firm basis. If the service is nominated on any of such ten (10) Days, it shall be subject to the lower scheduling priorities set forth in Section 6.10 of the General Terms and Conditions of this Tariff.
- (d) If Transporter receives an acceptable request for firm Transportation Service pursuant to Rate Schedule FTS-1 that can only be provided by reducing the MDQs of services under this Rate Schedule, Transporter shall notify the Shipper(s) that has the lowest priority of service under this Rate Schedule of the reductions in its or their MDQs under this Rate Schedule which are necessary to furnish Transportation Service under Rate Schedule FTS-1. Priority of service for purposes of the preceding sentence shall be determined as provided in Section 6.9 of the General Terms and Conditions of this Tariff. Such reduction(s) shall be made on the date(s) specified in such notification, which date(s) shall be no less than thirty (30) Days after the date of such notification. Such notified Shipper(s) under this Rate Schedule may, within said thirty (30) Days, convert that portion of service provided under this Rate Schedule which is equal to such reduction, to service under Rate Schedule FTS-1, by executing an Agreement under Rate Schedule FTS-1, which conversion shall have priority over the pending request for service under Rate Schedule FTS-1 which caused such notification, assuming such Rate Schedule FTS-2 Shipper agrees to a service under Rate Schedule FTS-1 that will have a NPV that equals or exceeds the NPV of the Rate Schedule FTS-1 pending request, or may convert that portion of service provided under this Rate Schedule which is equal to such reduction to service under Rate Schedule ITS by executing an Agreement for such service, or may terminate any remaining portion of service provided under this Rate Schedule. Conversions to Rate Schedule FTS-1 or ITS service shall maintain the original priority date under this Rate Schedule, for purposes of priority of service pursuant to Section 6.9 of the General Terms and Conditions of this Tariff.

5.4.3 CHARGES

Each Month Shipper shall pay to Transporter the following charges:

1. Reservation Charges.
 - (a) For each Dekatherm of MDQ, the sum of the applicable Reservation Rate(s), as stated in Section 4.5, for each Pooling Area or Mainline Segment (together, "Rate Segment(s)") traversed by the Primary Route designated for such MDQ.
 - (b) If, in any Month, Shipper nominates quantities at Secondary Receipt Points or Secondary Delivery Points, and all of such Secondary Points are within Rate Segment(s) for which capacity is reserved pursuant to Section 5.4.3 paragraph 1(a), above, no Reservation Charges associated with the use of additional Rate Segment(s) shall be applicable.
 - (c) If, in any Month, Shipper nominates quantities at Secondary Receipt Point(s) or Secondary Delivery Point(s) that are outside of Rate Segment(s) or portion(s) thereof, for which capacity is reserved pursuant to Section 5.4.3 paragraph 1(a), above, Shipper shall pay on a pro rata basis for each Day of such nomination the applicable Reservation Rate(s), as stated in Section 4.5 and/or 5.19, that Transporter otherwise would charge for Transportation to or from those additional Rate Segment(s) or portion(s) thereof.
 - (d) If at the commencement or termination of the Agreement, service is provided for only a portion of a Service Month, any applicable Reservation Charges shall be prorated for the number of Days that service is provided.
2. Commodity Charges. A Commodity Rate, as stated in Section 4.5 and, if applicable, Section 5.19, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Shipper for each Nomination Route utilized during the Month.
3. Other Applicable Charges or Surcharges. All applicable reservation and volumetric charges or surcharges, including but not limited to those charges under Section 6.24 of the General Terms and Conditions of this Tariff, for each Dekatherm of MDQ, or Gas Delivered Hereunder, as applicable. Such charges or surcharges are shown in Section 4.16.
4. Daily Scheduling Penalties. Only Shippers identified in Section 6.14.1(a)(3)(iii) or Section 6.14.1(c) of the General Terms and Conditions of this Tariff, may be subject to daily scheduling penalties, and only on each Dekatherm of the quantities of variance set forth therein that exceeds the Swing Percentage for overdeliveries or underdeliveries, as applicable. The rate for any such daily scheduling penalty per Dekatherm shall be one (1) times the applicable Rate Schedule ITS Maximum Rate

to that Delivery Point on non-Extreme Condition Situation days, or the greater of ten dollars (\$10.00) or two (2) times the Spot Price Index for the Service Month, as defined in Section 6.16 of the General Terms and Conditions of this Tariff on posted Extreme Condition Situation days.

5. Authorized Overrun Service. Transporter may authorize Shipper to take hereunder daily overrun quantities of Gas to the extent that, in the sole judgment of Transporter, the delivery capacity of Transporter's Pipeline System will permit such delivery without jeopardizing the ability of Transporter to meet all of its other firm service delivery obligations. The term "Authorized Daily Overrun Quantity" shall mean the quantity of Gas which is authorized and delivered by Transporter during any one Day in excess of Shipper's Primary Route MDQ. Any request for service under this Section 5.4.3 paragraph 5 must be made by Shipper pursuant to a separate nomination for Authorized Daily Overrun Quantity Gas in accordance with Section 6.6.1(a) or 6.6.2(a) of the General Terms and Conditions of this Tariff, provided, however, a separate nomination is not required if the overrun is being delivered under any service associated with the operation of Transporter's Rate Schedule NNS or MBS and has been authorized and allocated to Shipper pursuant to Section 6.14.1(a)(1), 6.14.1(a)(3) or 6.14.1(c) of the General Terms and Conditions of this Tariff. Shipper shall pay a commodity charge for each Dekatherm of Authorized Daily Overrun Quantity equal to the applicable incremental maximum Reservation Rates times 12 then dividing the result by 365.
6. Unauthorized Overrun Service.
 - (a) Each Dekatherm of Gas Delivered Hereunder to Shipper pursuant to Section 6.14 of the General Terms and Conditions of this Tariff on any Day, which is in excess of Shipper's MDQ, which has not been authorized under Section 5.4.3 paragraph 5 of this Rate Schedule, shall be considered as "Unauthorized Daily Overrun Quantity" and shall be subject to a penalty rate equal to two (2) times the applicable Rate Schedule ITS Maximum Rate to that Delivery Point on non-Extreme Condition Situation days, or the greater of ten dollars (\$10.00) or two (2) times the Spot Price Index for the Service Month, as defined in Section 6.16 of the General Terms and Conditions of this Tariff on posted Extreme Condition Situation days, in addition to all the charges set forth in Section 5.4.3 paragraph 5 above.
 - (b) Each Dekatherm of Gas Delivered Hereunder to Shipper as an Unauthorized Daily Overrun Quantity at any time after Transporter has issued an express order to Shipper to cease and desist shall be subject to a penalty rate equal to twelve (12) times the sum of the applicable maximum Reservation Rates under this Rate Schedule, in addition to all of the charges set forth in Section 5.4.3 paragraphs 5 and 6(a), above.

7. Fuel and Electric Power Cost Reimbursement. Shipper shall furnish at Receipt Point(s) the Gas for Transporter's Use utilizing the applicable Transporter's Use (%) set forth in Section 4.18 and, if applicable, Section 5.19. Shipper shall also pay to Transporter the applicable EPC Charge as stated in Section 4.19.
8. Third Party Charges. Shipper shall be responsible for delivering all Gas to Transporter's system, and shall be free to contract with third party(ies) to achieve such result. If Shipper requests, and Transporter agrees, that Transporter shall, for service to Shipper, use transportation service which Transporter has contracted for with third party(ies) for Shipper on or after November 1, 1989, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay to third party(ies) for transportation or other services attributable to performance of service on behalf of Shipper under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, Gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Shipper's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Shipper.
9. Rate Changes. Subject to any limitations agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for any and all of the transportation routes for which a Maximum Rate and Minimum Rate are stated in Section 4.5 of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth in such sections. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service, or for continuation of service under an existing Agreement, or pursuant to Section 6.4 paragraphs 1(b) and 2(b) of the General Terms and Conditions of this Tariff. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.
10. Cashout of Monthly Imbalances. Transporter or Shipper, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 6.15 of the General Terms and Conditions of this Tariff.

5.4.4 COMMISSION AND OTHER REGULATORY FEES

Shipper shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

5.4.5 GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein and made a part of this Rate Schedule.

RATE SCHEDULE FTS-3
Firm Transportation Service

5.5.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper"), for the Transportation of Gas by Transporter, subject to the following limitations:

- (a) Transporter has determined that it has sufficient available and uncommitted capacity to perform service requested by Shipper;
- (b) Shipper and Transporter have executed an Agreement under this Rate Schedule;
- (c) If the Delivery Point is a citygate that is included as part of an aggregated Delivery Point for purposes of Rate Schedule ETS, the applicable Rate Schedule ETS Shipper agrees to provide Transporter in writing with a good faith projection of the portion of its Maximum Daily Quantity that it expects to take at such citygate under Rate Schedule ETS at any time prior to the earlier of the expiration of the Rate Schedule ETS service(s) or the proposed service under this Rate Schedule; and
- (d) The applicable end user agrees to allow Transporter, in cooperation with any intervening downstream transporter, to install telemetered electronic measurement equipment, and other necessary facilities, as reasonably required in order to provide service.

5.5.2 APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule.
- (b) Transportation Service under this Rate Schedule shall consist of: (1) the receipt of Gas on behalf of Shipper; (2) the Transportation of Gas; and (3) the Tender of Gas for delivery by Transporter to Shipper, or for Shipper's account, up to Shipper's MDQ and at hourly rates up to Shipper's MHQ.
- (c) Transportation Service rendered under this Rate Schedule shall be firm, up to the Primary Route MDQs and MHQs specified in the executed Agreement. The MHQ shall be no less than 1/24th of the MDQ and no greater than 1/4th of the MDQ.
- (d) Transportation Service may also include, at Shipper's election, either one or both of the optional service features as provided in Section 5.5.3 paragraphs 4 and 5, below. Transportation Service for Shippers not electing optional service features shall be provided with the same features as allowed other Transportation Services under Transporter's General Terms and Conditions of this Tariff.
- (e) Shipper shall have the right to nominate to secondary Delivery Point(s) and to segment capacity, provided that if Shipper seeks to nominate to a secondary Delivery Point at a flow rate that exceeds 1/24th of the nominated quantity, the applicable secondary Delivery Point(s) must be eligible for service pursuant to Section 5.5.1 of this Rate Schedule.

5.5.3 CHARGES

Each Month Shipper shall pay to Transporter the following charges:

1. Reservation Charges.
 - (a) For each Pooling Area or Mainline Segment (together, "Rate Segment(s)") traversed by the Primary Route, an FTS-3 Deliverability Reservation Rate, as stated in Section 4.6, shall be paid each Month for each Dekatherm of Shipper's Billing MHQ; plus
 - (b) For each Pooling Area or Mainline Segment (together, "Rate Segment(s)") traversed by the Primary Route, an FTS-3 Capacity Reservation Rate, as stated in Section 4.6, shall be paid each Month for each Dekatherm of Shipper's Primary Route Billing MDQ.
 - (c) If, in any Month, Shipper nominates quantities at Secondary Receipt Points or Secondary Delivery Points, and all of such Secondary Points are within Rate Segment(s) for which capacity is reserved pursuant to Section 5.5.3 paragraphs 1(a) and (b), above, no Reservation Charges associated with the use of additional Rate Segment(s) shall be applicable.
 - (d) If, in any Month, Shipper nominates quantities at Secondary Receipt Point(s) or Secondary Delivery Point(s) outside of Rate Segment(s) or portion(s) thereof, for which capacity is reserved pursuant to Section 5.5.3 paragraphs 1(a) and (b), above, Shipper shall pay on a pro rata basis for each Day of such nomination the applicable Reservation Rates, as stated in Section 4.6 and/or 5.19, that Transporter otherwise would charge for Transportation to or from those additional Rate Segment(s) or portion(s) thereof.
 - (e) If, at the commencement or termination of the Agreement, service is provided for only a portion of a Service Month, any applicable Reservation Charges shall be prorated for the number of Days that service is provided.
2. Commodity Charges. A Commodity Rate, as stated in Section 4.6 and, if applicable, Section 5.19, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Shipper for each Nomination Route during the Month.
3. Other Applicable Charges or Surcharges. All applicable reservation and volumetric charges or surcharges, including but not limited to those charges under Section 6.24 of the General Terms and Conditions of this Tariff, for each Dekatherm of MDQ or of Gas Delivered Hereunder, as applicable. Such charges or surcharges are shown in Section 4.16.

4. Authorized Overrun Service.

- (a) Transporter may authorize Shipper to take hereunder overrun quantities of Gas to the extent that, in the sole judgment of Transporter, the delivery capacity of Transporter's Pipeline System will permit such delivery without jeopardizing the ability of Transporter to meet all of its other firm service delivery obligations. The term "Authorized Overrun Quantity" shall mean the quantity of Gas which is authorized and delivered by Transporter during any one Day in excess of Shipper's Primary Route MDQs or Primary Delivery Point MHQs, whichever is greater. Any request for service under this Section 5.5.3 paragraph 4 must be made by Shipper pursuant to a separate nomination for Authorized Overrun Quantity Gas in accordance with Section 6.6.1(a) or 6.6.2(a) of the General Terms and Conditions of this Tariff.
- (b) In addition to other applicable charges, Shipper shall pay a commodity charge for each Dekatherm of Authorized Overrun Quantity. The formula for calculating this Rate Schedule FTS-3 Overrun Service Rate is stated in Section 4.6.

5. Unauthorized Overrun Service.

- (a) Each Dekatherm of Gas Delivered Hereunder to Shipper pursuant to Section 6.14 of the General Terms and Conditions of this Tariff on any Day, which is in excess of Shipper's Primary Route MDQs or Primary Delivery Point MHQ, whichever is greater, and which has not been authorized under Section 5.5.3 paragraph 4 of this Rate Schedule, shall be considered as "Unauthorized Overrun Quantity" and shall be subject to a penalty rate equal to two (2) times the applicable Rate Schedule ITS Maximum Rate to that Delivery Point on non-Extreme Condition Situation days, or the greater of ten dollars (\$10.00) or two (2) times the Spot Price Index for the Service Month, as defined in Section 6.16 of the General Terms and Conditions of this Tariff on posted Extreme Condition Situation days, in addition to all the charges set forth in Section 5.5.3 paragraph 4 above.
- (b) Each Dekatherm of Gas Delivered Hereunder to Shipper as an Unauthorized Overrun Quantity at any time after Transporter has issued an express order to Shipper to cease and desist shall be subject to a penalty rate equal to twelve (12) times the sum of the applicable maximum Deliverability rate, plus the Capacity Reservation Rate multiplied by 365 and divided by 12, in addition to all of the charges set forth in Section 5.5.3 paragraphs 4(b) and 5(a), above.

6. Fuel and Electric Power Cost Reimbursement. Shipper shall furnish at Receipt Point(s) the Gas for Transporter's Use utilizing the applicable Transporter's Use (%) set forth in Section 4.18 and, if applicable, Section 5.19. Shippers electing the

optional variation of delivery feature provided under Section 5.5.5, below, shall also furnish Gas for Transporter's Use for storage injections. Shipper shall also pay to Transporter the applicable EPC Charge as stated in Section 4.19.

7. **Third Party Charges.** Shipper shall be responsible for delivering all Gas to Transporter's system, and shall be free to contract with third party(ies) to achieve such result. If Shipper requests, and Transporter agrees, that Transporter shall, for service to Shipper, use transportation service which Transporter has contracted for with third party(ies) for Shipper on or after November 1, 1989, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay to third party(ies) for transportation or other services attributable to performance of service on behalf of Shipper under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, Gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Shipper's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Shipper.

8. **Rate Changes.** Subject to any limitations agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for any and all of the transportation routes for which a Maximum Rate and Minimum Rate are stated in Section 4.6 of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth in such sections. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service, or for continuation of service under an existing Agreement, or pursuant to Section 6.4 paragraphs 1(b) and 2(b) of the General Terms and Conditions of this Tariff. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.

5.5.4 SHORT NOTICE START-UP AND SHUT-DOWN

In addition to the nomination and scheduling procedures set forth in Section 6.6 of the General Terms and Conditions of this Tariff, Shipper may elect the right to start-up and shut-down service hereunder only upon providing Transporter with either:

1. two (2) Hour(s) telephone notification; or
2. subject to operational feasibility and taking into account any necessary facility requirements at the time of election, thirty (30) minutes telephone notification.

For each of these options, a shorter period of notice may be permitted subject to operational conditions.

After such telephone notification by the Shipper, and subsequent verification by the Transporter, Shipper shall also be required to provide a nomination consistent with Section 6.6 of the General Terms and Conditions of this Tariff.

5.5.5 VARIATION OF DELIVERIES

For any Day Shipper shall cause quantities provided at the Receipt Point(s) to approximate those nominated to the Delivery Point(s). In lieu of the variances permitted in Section 6.1 paragraph 76 of the General Terms and Conditions of this Tariff, Shipper may elect the variation of deliveries provided by this section. Upon such election, variances shall be permitted as follows:

- (a) For purposes of this Rate Schedule, a variance shall be defined as the difference between quantities received at the Receipt Point(s) and the quantities delivered at the Delivery Point(s). Shipper shall be permitted a cumulative variance not exceeding 25% (plus or minus) of the applicable MDQ.
- (b) If Shipper exceeds the permissible cumulative variance specified above, Shipper may be required, upon notification from Transporter, to cease deliveries from, or reduce tenders to, Transporter hereunder, consistent with Transporter's operating conditions to restore the variance within the permissible percentage. Further, Shipper may be required to tender quantities upon notification by Transporter. Such notification shall, at a minimum, be provided by a posting on Transporter's HTML page and may also be provided by other means of Electronic Communication. Transporter's notification shall specify the time frame within which variance(s) shall be corrected, consistent with Transporter's operating conditions, but in no event shall the specified time be sooner than the next Day after Transporter's notification, subject to the following conditions:
 - (1) In the event that the specified time for tender of Gas quantities is the next Day, the time frame for required tender shall begin from the time that Shipper receives notice from Transporter. Notices provided after business hours for the next Day will be provided to Shipper via Electronic Communication. In the event that Shipper makes a timely and valid nomination in response to notification by Transporter to tender such quantities, Shipper shall be deemed to have complied with Transporter's notification; and
 - (2) Unless otherwise agreed by Shipper and Transporter, (i) any variance quantities not nominated for Delivery by Shipper within the time frame specified by Transporter's notice shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims; and (ii) any variance quantities not tendered to Transporter within the time frame specified by Transporter's notice shall be sold to Shipper at 150% of the Transporter's Monthly Spot Price Index pursuant to Section 6.16(b) and (c) of the General Terms and Conditions of this Tariff.

5.5.6 DEFINITIONS

1. The term "Billing MDQ" shall mean the product of each Dekatherm of Shipper's MDQ multiplied by 365 and divided by 12.
2. The term "Billing MHQ" shall mean the product of each Dekatherm of Shipper's MHQ and 24.
3. The term "Hour" shall mean a period of sixty consecutive minutes beginning at the top of the hour, e.g., 9:00, or such other period of sixty consecutive minutes mutually acceptable to Transporter and Shipper.
4. The term "Maximum Hourly Flow Rate" ("MHFR") shall mean the percentage of MDQ at a Primary Delivery Point that Transporter shall be obligated to deliver on behalf of Shipper during any Hour, and shall be expressed as the quotient of the MHQ divided by the MDQ.
5. The term "Maximum Hourly Quantity" ("MHQ") shall mean the greatest number of Dekatherms that Transporter is obligated to deliver at a Primary Delivery Point to or on behalf of Shipper up to Shipper's MDQ, during any Hour. Shipper shall have the right to take up to the MHQ any Hour of the Day, unless Transporter and Shipper agree otherwise, in which case Transporter and Shipper shall set forth the MHQ by Hour in the Service Agreement.

5.5.7 COMMISSION AND OTHER REGULATORY FEES

Shipper shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

5.5.8 GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein and made a part of this Rate Schedule.

RATE SCHEDULE FTS-4
Firm Transportation Service (with Minimum Flow Condition)

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of Gas by Transporter, subject to the following limitations:

- (a) Transporter has determined that it has sufficient available and uncommitted capacity to perform service requested by Shipper and such service is operationally feasible; and
- (b) Shipper and Transporter have executed an Agreement under this Rate Schedule, or conformed an existing Agreement to be consistent with this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule.
- (b) Transportation Service under this Rate Schedule shall consist of: (1) the receipt of Gas on behalf of Shipper, (2) the Transportation of Gas, and (3) the Tender of Gas for delivery by Transporter to Shipper, or for Shipper's account.
- (c) Transportation Service under this Rate Schedule shall be firm, up to the Primary Route MDQs specified in the executed Agreement.
- (d) If Shipper fails to nominate by the Timely Nomination Cycle sufficient quantities of Gas, up to its Primary Route MDQ, to enable Transporter to provide FTS-4L service nominated by the Timely Nomination Cycle, Transporter shall issue a Must Flow Order ("MFO") notice to Shipper as expeditiously as is reasonably practicable via TC eConnects or EDM, requiring Shipper to nominate at the Primary Receipt and Delivery Points specified in the executed Agreement (or at Secondary Receipt and Delivery Points subject to Section 5.6 paragraph 2(h) below) the quantity of Gas specified in the MFO notice. The quantity of Gas subject to and specified in an MFO notice shall be up to but shall not exceed Shipper's Primary Route MDQ. Within four (4) hours of receipt by Shipper of an MFO notice, Shipper shall be obligated to submit nominations for the Service Day and in the quantity and at the points set forth in the MFO notice. Once scheduled, Transporter shall not be obligated to accept any revised nominations from Shipper to the extent such revised nominations would affect Transporter's ability to provide FTS-4L service nominated by the Timely Nomination Cycle. Notwithstanding the foregoing, Transporter shall not issue an MFO notice to accommodate new, or an increase in, FTS-4L service nominations submitted after the Timely Nomination Cycle.

- (e) The amount of Gas specified in the MFO notice(s) shall be determined based on nominated quantities received from the affected FTS-4L Shippers for such Day and such amount shall be allocated to Shipper(s) on the basis of Confirmed Price (from lowest to highest); provided, however, that in the event of an equal Confirmed Price among Shippers, the amount of Gas among those Shippers shall be allocated on a pro-rata basis based on Primary Route MDQ.
- (f) If Shipper, on any Day, fails to comply with the MFO notice or to tender and take deliveries of the scheduled quantities of Gas that are necessary for Transporter to provide service under Rate Schedule FTS-4L ("MFO obligations"), Shipper shall be subject to a penalty of twenty-five dollars (\$25.00), plus the applicable spot price index as set forth in the Agreement, for each Dekatherm of Gas that does not comply with such MFO notice or that is scheduled but not tendered to Transporter.
- (g) Any capacity that is created as a result of Transportation Service rendered by Transporter under this Rate Schedule, shall be sold by Transporter pursuant to Rate Schedule FTS-4L. Transporter shall post on its website the availability of the FTS-4L capacity resulting from service under this Rate Schedule.
- (h) Shipper, or if applicable a Replacement Shipper, shall be entitled to (i) nominate to any Receipt or Delivery Point as a Secondary Receipt or Delivery Point, (ii) segment capacity, (iii) change any Primary Point(s) designated in its Agreement, or (iv) elevate any Secondary Point(s) designated in its Agreement, provided it does not affect Transporter's ability to provide firm Transportation Service pursuant to Rate Schedule FTS-4L.
- (i) Shipper shall be entitled, subject to the terms and conditions of Section 6.21 of the General Terms and Conditions of this Tariff, to release any or all of its firm transportation entitlements held under an Agreement, provided that such release is subject to the same MFO obligations as set forth in the Agreement and this Rate Schedule.

3. INCORPORATION OF OTHER PROVISIONS BY REFERENCE

The following sections of Rate Schedule FTS-1 are incorporated herein: 5.3.4, 5.3.6, 5.3.7, and 5.3.8.

RATE SCHEDULE FTS-4L
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of Gas by Transporter, subject to the following limitations:

- (a) Transporter has determined that it has sufficient available and uncommitted capacity to perform service requested by Shipper, as a result of capacity created by Transporter's Agreement with an FTS-4 Shipper(s), and such service is operationally feasible; and
- (b) Shipper and Transporter have executed an Agreement under this Rate Schedule, or conformed an existing Agreement to be consistent with this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule.
- (b) Transportation Service under this Rate Schedule shall consist of: (1) the receipt of Gas on behalf of Shipper, (2) the Transportation of Gas, and (3) the Tender of Gas for delivery by Transporter to Shipper, or for Shipper's account.
- (c) Transportation Service under this Rate Schedule shall be firm, up to the Primary Route MDQs specified in the executed Agreement, subject to (i) Transporter's right not to schedule service in whole or in part on any Day in which Shipper's nomination is not received by Transporter by the Timely Nomination Cycle, (ii) Transporter's right not to schedule service in whole or in part on any Day in which an FTS-4 Shipper(s), following a MFO notice issued by Transporter, fails to nominate sufficient quantities of Gas, at the Primary Receipt and Delivery Points specified in the executed FTS-4 Agreement(s) (or at Secondary Receipt and Delivery Points subject to Section 5.6 paragraph 2(h) of Rate Schedule FTS-4), and (iii) Transporter's right to curtail service in whole or in part on any Day in which an FTS-4 Shipper(s) fails to tender and take delivery of the scheduled quantities of Gas, at the Primary Receipt and Delivery Points specified in the executed FTS-4 Agreement(s) (or at Secondary Receipt and Delivery Points subject to Section 5.6 paragraph 2(h) of Rate Schedule FTS-4), that are necessary for Transporter to provide service hereunder. Transporter shall notify Shipper via TC eConnects or EDM if service is not scheduled or is curtailed as provided herein.
- (d) Transporter shall schedule Shipper nominations under this Rate Schedule in accordance with Section 6.10.1 of the General Terms and Conditions of this Tariff.

- (e) If the failure of an FTS-4 Shipper to meet its MFO obligations causes Shipper's service to be curtailed or not to be scheduled, Shipper, along with any other affected FTS-4L Shippers, shall be entitled to any penalty revenues received by Transporter from the FTS-4 Shipper. Such penalty revenues shall be allocated among all affected FTS-4L Shippers on a pro-rata basis based on quantities of Gas curtailed or not scheduled.
- (f) Other than for any obligations pursuant to Section 5.7 paragraph 2(e) above, Transporter shall not be liable to Shipper for any costs, damages, or other liability associated with the failure of an FTS-4 Shipper to meet its MFO obligations.
- (g) Shipper, or if applicable a Replacement Shipper, shall be entitled to (i) segment capacity, (ii) change any Primary Point(s) designated in its Agreement, or (iii) elevate any Secondary Point(s) designated in its Agreement, provided it is operationally feasible taking into consideration the availability of firm capacity under Rate Schedule FTS-4 at the applicable Receipt and/or Delivery Point.

3. INCORPORATION OF OTHER PROVISIONS BY REFERENCE

The following sections of FTS-1 are incorporated herein: 5.3.4, 5.3.6, 5.3.7, and 5.3.8.

RATE SCHEDULE ITS
Interruptible Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of Gas by Transporter when Shipper and Transporter have executed an Agreement under this Rate Schedule, or conformed an existing Agreement to be consistent with this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule.
- (b) Transportation Service under this Rate Schedule shall consist of: (a) the receipt of Gas on behalf of Shipper, (b) the Transportation of Gas and (c) the Tender of Gas for delivery by Transporter to Shipper, or for Shipper's account.
- (c) Transportation Service rendered under this Rate Schedule shall be interruptible. Interruptible service shall be available only to the extent of actual available capacity as it may be from time to time, under current conditions and shall be offered in accordance with the priorities established in the General Terms and Conditions of this Tariff.

3. CHARGES

Each Month Shipper shall pay to Transporter the following charges:

- (1) Commodity Charges. A Commodity Rate, as stated in Section 4.7 and, if applicable, Section 5.19, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Shipper for each Nomination Route utilized during the Service Month.
- (2) Other Applicable Charges or Surcharges. All applicable reservation and volumetric charges or surcharges, including but not limited to those charges under Section 6.24 of the General Terms and Conditions of this Tariff, for each Dekatherm of Gas Delivered Hereunder. Such charges or surcharges are shown in Sections 4.16 and 4.20.
- (3) Daily Scheduling Penalties. Only Shippers identified in Section 6.14.1(a)(3)(iii) or Section 6.14.1(c) of the General Terms and Conditions of this Tariff, may be subject to daily scheduling penalties, and only on each Dekatherm of the quantities of variance set forth therein that exceeds the Swing Percentage for overdeliveries or underdeliveries, as applicable. The rate for any such daily scheduling penalty per Dekatherm shall be one (1) times the applicable Rate Schedule ITS Maximum Rate to

that Delivery Point on non-Extreme Condition Situation days, or the greater of ten dollars (\$10.00) or two (2) times the Spot Price Index for the Service Month, as defined in Section 6.16 of the General Terms and Conditions of this Tariff on posted Extreme Condition Situation days.

- (4) Fuel and Electric Power Cost Reimbursement. Shipper shall furnish at Receipt Point(s) the Gas for Transporter's Use utilizing the applicable Transporter's Use (%) set forth in Section 4.18 and, if applicable, Section 5.19. Shipper shall also pay to Transporter the applicable EPC Charge as stated in Section 4.19.
- (5) Third Party Charges. Shipper shall be responsible for delivering all Gas to Transporter's system, and shall be free to contract with third party(ies) to achieve such result. If Shipper requests, and Transporter agrees, that Transporter shall, for service to Shipper, use transportation service which Transporter has contracted for with third party(ies) for Shipper on or after November 1, 1989, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay to third party(ies) for transportation or other services attributable to performance of service on behalf of Shipper under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, Gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Shipper's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Shipper.
- (6) Rate Changes. Subject to any limitations agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for any and all of the transportation routes for which a Maximum Rate and Minimum Rate are stated in Section 4.7 of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth in such sections. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service, or for continuation of service under an existing Agreement. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.
- (7) Cashout of Monthly Imbalances. Transporter or Shipper, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 6.15 of the General Terms and Conditions of this Tariff.
- (8) Each Dekatherm of Gas Delivered Hereunder to Shipper in excess of that Day's confirmed nomination, after Transporter has issued an express order to Shipper to

cease and desist, shall be subject to a penalty rate equal to the penalty rate set forth in Section 5.1.3 paragraph 5(b) of Rate Schedule ETS.

4. COMMISSION AND OTHER REGULATORY FEES

Shipper shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein and made a part of this Rate Schedule.

RATE SCHEDULE PAL
Park And Lend Service

5.9.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the parking and lending of Gas from Transporter, subject to the following limitations:

- (a) Transporter has determined that it is operationally able to render such service;
- (b) Shipper and Transporter have executed an Agreement, or conformed an existing Agreement to be consistent with this Rate Schedule;
- (c) Transporter offers this service at the points that are posted for this Rate Schedule in the Informational Postings area on its internet website, and any other Receipt or Delivery Point, subject to operational and administrative feasibility.

5.9.2 APPLICABILITY AND CHARACTER OF SERVICE

1. This Rate Schedule shall apply to service which is rendered by Transporter for Shipper pursuant to an executed Agreement under this Rate Schedule.
2. Service under this Rate Schedule shall consist of parking and lending of Gas on any Day, provided, however, that Shipper cannot both park and lend gas on the same Day at the same Receipt Point or Delivery Point. Service rendered by Transporter under this Rate Schedule shall be interruptible and shall consist of:
 - (a) **Parking Service.** Parking Service is an interruptible service which provides for (1) the receipt by Transporter of Gas quantities delivered by Shipper to the point(s) of service agreed to by Transporter and Shipper for receipt of parked quantities; (2) Transporter holding the parked quantities on Transporter's Pipeline System; and (3) return of the parked quantities to Shipper at the agreed upon time and at the same point(s) or other mutually agreed upon point(s), provided, however, that Transporter is not obligated to return parked quantities on the same Day and at the same point the Gas is parked.
 - (b) **Lending Service.** Lending Service is an interruptible service which provides for (1) Shipper receiving Gas quantities from Transporter at the point(s) of service agreed to by Transporter and Shipper for delivery of loaned quantities of Gas; and (2) the subsequent return of the loaned quantities of Gas to Transporter at the agreed upon time and at the same point(s) or mutually agreed upon point(s), provided that, however, Transporter is not obligated to accept return of loaned Gas on the same Day and at the same point the Gas is loaned.
 - (c) Parking or Lending service shall be provided up to Shipper's Maximum Quantity as set forth on an Exhibit A of Shipper's effective Agreement under this Rate Schedule. Transporter and Shipper may agree to a schedule of the quantities to be parked or loaned, and subsequently returned, as specified in an Exhibit A of Shipper's effective Agreement.
 - (d) If Shipper and Transporter agree that Shipper may receive parked quantities or return loaned quantities at point(s) other than the point(s) of the park or loan as specified on an Exhibit A of Shipper's effective Agreement under this Rate Schedule, then Shipper and Transporter shall enter into a separate Transportation Agreement(s) to effectuate receipt or delivery of the Gas from or to the new point(s).
3. Service rendered under this Rate Schedule shall be provided for a minimum of a one (1) Day term. The term shall be set forth on the Agreement executed between Shipper and Transporter.

4. Transportation of Gas quantities for or on behalf of Shipper to or from the designated point(s) of service as specified on an Exhibit A of Shipper's effective Agreement shall not be performed under this Rate Schedule. Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver Gas quantities at the designated points of service as specified on an Exhibit A of Shipper's effective Agreement for Parking or Lending Service hereunder.
5. Services rendered under this Rate Schedule shall be interruptible. Interruptible services shall be available only to the extent of actual capacity as it may be available from time to time, under current conditions and shall be offered in accordance with the priorities established in the General Terms and Conditions of this Tariff.

5.9.3 CHARGES

Each Month Shipper shall pay to Transporter the following charges:

1. Commodity Charges.
 - (a) An Account Balance Charge, as stated in Section 4.8, which shall be paid for each Dekatherm of Gas parked or loaned at each point of service by Transporter for or on behalf of the account of Shipper at the end of any Day during the Month;
 - (b) Other Applicable Charges or Surcharges. All applicable reservation and volumetric charges or surcharges, including but not limited to those charges under Section 6.24 of the General Terms and Conditions of this Tariff, for each Dekatherm of Gas parked or loaned under this Rate Schedule. Such charges or surcharges are shown in Section 4.16, but shall not be applicable if paid on related Transportation Service.
2. Third Party Charges. Shipper shall be responsible for delivering all Gas to Transporter's system, and shall be free to contract with third party(ies) to achieve such result. If Shipper requests, and Transporter agrees, that Transporter shall, for service to Shipper, use transportation service which Transporter has contracted for with third party(ies) for Shipper on or after November 1, 1989, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay to third party(ies) for transportation or other services attributable to performance of service on behalf of Shipper under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, Gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Shipper's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Shipper.
3. Rate Changes. Subject to any limitations agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for which a Maximum Rate and Minimum Rate is stated in Section 4.8 of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth in such section. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service, or for continuation of service under an existing Agreement. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.

5.9.4 OPERATIONAL REQUIREMENTS OF TRANSPORTER

- (a) Shipper may be required, upon notification from Transporter, to cease or reduce deliveries to, or receipts from, Transporter as agreed to in any Exhibit A to the Agreement under this Rate Schedule within the Day consistent with Transporter's operating requirements. Further, Shipper may be required to return loaned quantities or remove parked quantities upon notification by Transporter. Such notification shall, at a minimum, be provided by posting on Transporter's HTML page and may also be provided by other means of Electronic Communication. Transporter will not recall from (or require withdrawal by) any Shipper, on any Day, any quantity greater than one-tenth (1/10) of the Shipper's outstanding park or loan balance, but in no event shall Transporter be restricted to recalling less than 5,000 Dth from any Shipper on any Day, nor will any Shipper be permitted to extend the term of its park or loan by reason of this limitation. Transporter's notification shall specify the time frame within which parked quantities shall be removed and/or loaned quantities shall be returned, consistent with Transporter's operating conditions, but in no event shall the specified time be sooner than the next Day after Transporter's notification, subject to the following conditions:
- (1) In the event that the specified time for removal or return of Gas quantities is the next Day, the time frame for required removal or return shall begin from the time that Shipper receives notice from Transporter. Notices provided after business hours for the next Day will be provided to Shipper via Electronic Communication. In the event that Shipper makes a timely and valid nomination in response to notification by Transporter to remove parked quantities and/or return loaned quantities, Shipper shall be deemed to have complied with Transporter's notification; and
 - (2) Unless otherwise agreed by Shipper and Transporter: (i) any parked quantity not nominated for removal within a time frame specified by Transporter's notice shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims; (ii) any loaned quantity not returned within the time frame specified by Transporter's notice shall be sold to Shipper at 150% of the Transporter's Monthly Spot Price Index pursuant to Section 6.16(b) and (c) of the General Terms and Conditions of this Tariff.
- (b) In the event parked quantities remain in Transporter's Pipeline System and/or loaned quantities have not been returned to Transporter's Pipeline System at the expiration of any Exhibit A to an Agreement executed by Shipper and Transporter under this Rate Schedule, Transporter and Shipper may mutually agree to an extended time frame and/or modified terms, including the rate, of such Exhibit A. In the event that Shipper and Transporter are unable to reach agreement, Transporter shall notify Shipper, and Shipper shall nominate for removal of the parked quantities and/or return of the loaned quantities within the time frame specified in Transporter's notice,

which in no instance shall be less than one (1) Day. Any parked quantity not nominated for removal within the time frame specified by Transporter's notice shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims. Any loaned quantities not nominated to be returned within the time frame specified by Transporter's notice shall be sold to Shipper at 150% of the Transporter's Monthly Spot Price Index pursuant to Section 6.16(b) and (c) of the General Terms and Conditions of this Tariff.

5.9.5 COMMISSION AND OTHER REGULATORY FEES

Shipper shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

5.9.6 GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein and made a part of this Rate Schedule.

5.9.7 POINTS OF SERVICE

Transporter shall post on its Internet website the points at which service under this Rate Schedule is offered. Transporter may revise such points any time and from time to time, subject to the operational and administrative feasibility of including a particular point on Transporter's system. If Transporter removes a point where service under this Rate Schedule was previously provided, and there exists a Shipper balance at such point, service under this Rate Schedule shall remain available for such Shipper at such point for the limited purpose of reducing the balance. Transporter and Shipper may mutually agree to utilize a different posted point to reduce such balance.

RATE SCHEDULE IWS
Interruptible Wheeling Service

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of Gas between a Point of Receipt and a Point of Delivery within a geographic region(s) encompassing Transporter's facilities as identified in Section 6.1 paragraph 39 of the General Terms and Conditions of this Tariff (hereinafter referred to as a "Hub"). Transactions, hereunder, within the Hub will net to zero each day.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (1) This Rate Schedule shall apply to all service which is rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule.
- (2) Wheeling service under this Rate Schedule shall consist of: (a) the receipt of Gas on behalf of Shipper, (b) the Transportation of Gas on behalf of Shipper and (c) the Tender of Gas for delivery by Transporter to Shipper, or for Shipper's account.
- (3) Service rendered under this Rate Schedule shall be interruptible. Interruptible service shall be available only to the extent of actual capacity as it may be available from time to time, under current conditions and shall be offered in accordance with the priorities established in the General Terms and Conditions of this Tariff.

3. CHARGES

Each Month Shipper shall pay to Transporter the following charges:

- (1) Commodity Charges.
 - (a) A Commodity Rate, as stated in Section 4.8, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Shipper during the Service Month;
 - (b) Other Applicable Charges or Surcharges. All applicable reservation and volumetric charges or surcharges, including but not limited to those charges under Section 6.24 of the General Terms and Conditions of this Tariff, for each Dekatherm of Gas allocated under this Rate Schedule. Such charges or surcharges are shown in Section 4.16, but shall not be applicable if paid on related Transportation Service.
- (2) Third Party Charges. Shipper shall be responsible for delivering all Gas to Transporter's System, and shall be free to contract with third party(ies) to achieve such

result. If Shipper requests, and Transporter agrees, that Transporter shall, for service to Shipper, use transportation service which Transporter has contracted for with third party(ies) for Shipper on or after November 1, 1989, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay to third party(ies) for transportation or other services attributable to performance of service on behalf of Shipper under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, Gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Shipper's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Shipper.

- (3) Rate Changes. Subject to any limitations agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper which a Maximum Rate and Minimum Rate are stated in Section 4.8 of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth in such sections. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service, or for continuation of service under an existing Agreement. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.
- (4) Cashout of Monthly Imbalances. Transporter or Shipper, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 6.15 of the General Terms and Conditions of this Tariff, if applicable.
- (5) Each Dekatherm of Gas Delivered Hereunder to Shipper in excess of that Day's confirmed nomination, after Transporter has issued an express order to Shipper to cease and desist, shall be subject to a penalty rate equal to twelve (12) times the sum of the applicable maximum Rates under this rate schedule.

4. COMMISSION AND OTHER REGULATORY FEES

Shipper shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein and made a part of this Rate Schedule.

RATE SCHEDULE ITS-3
Interruptible Transportation Service

5.11.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the Transportation of Gas by Transporter, provided that the applicable end user agrees to allow Transporter, in cooperation with any intervening downstream transporter, to install telemetered electronic measurement, and other necessary facilities, as reasonably required in order to provide service.

5.11.2 APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Shipper pursuant to the executed Agreement under this Rate Schedule.
- (b) Transportation Service under this Rate Schedule shall consist of: (1) the receipt of Gas on behalf of Shipper, (2) the Transportation of Gas, and (3) the Tender of Gas for delivery by Transporter to Shipper, or for Shipper's account.
- (c) Transportation Service rendered under this Rate Schedule shall be interruptible. Interruptible service shall be available only to the extent of actual available capacity as it may exist from time to time under current conditions, and shall be offered in accordance with the priorities established in the General Terms and Conditions of this Tariff. The Dekatherms delivered in one Hour may be requested by Shipper to be provided on a best efforts basis, but shall be no less than 1/24th and no greater than 1/4th of the total Dekatherms nominated and scheduled for delivery during the same Day.

5.11.3 CHARGES

Each Month Shipper shall pay to Transporter the following charges:

1. **Commodity Charges.** A Commodity Rate, as stated in Section 4.8 and, if applicable, Section 5.19, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Shipper during the Service Month.
2. **Other Applicable Charges or Surcharges.** All applicable volumetric charges or surcharges, including but not limited to those charges under Section 6.24 of the General Terms and Conditions of this Tariff, for each Dekatherm of Gas Delivered Hereunder, as applicable. Such charges or surcharges are shown in Section 4.16.
3. **Fuel and Electric Power Cost Reimbursement.** Shipper shall furnish at Receipt Point(s) the Gas for Transporter's Use utilizing the applicable Transporter's Use (%) set forth in Section 4.18 and, if applicable, Section 5.19. Shipper shall also pay to Transporter the applicable EPC Charge as stated in Section 4.19.
4. **Third Party Charges.** Shipper shall be responsible for delivering all Gas to Transporter's system, and shall be free to contract with third party(ies) to achieve such result. If Shipper requests, and Transporter agrees, that Transporter shall, for service to Shipper, use transportation service which Transporter has contracted for with third party(ies) for Shipper on or after November 1, 1989, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay to third party(ies) for transportation or other services attributable to performance of service on behalf of Shipper under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, Gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Shipper's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Shipper.
5. **Rate Changes.** Subject to any limitations agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for which a Maximum Rate and Minimum Rate are stated in Section 4.8 of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth in such sections. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service, or for continuation of service under an existing Agreement. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.

5.11.4 SHORT NOTICE START-UP AND SHUT-DOWN

In addition to the nomination and scheduling procedures set forth in Section 6.6 of the General Terms and Conditions of this Tariff, Shipper shall have the right to start-up and shut-down service hereunder only upon providing Transporter with two (2) Hour(s) telephone notification or, subject to operational conditions, a shorter period of notice. Such start-up telephone notification shall include a request for the hourly rate of flow that Shipper desires. After such telephone notification by the Shipper, and subsequent verification by the Transporter, Shipper shall also be required to provide a nomination consistent with Section 6.6 of the General Terms and Conditions of this Tariff.

5.11.5 VARIATION OF DELIVERIES

For any Day, Shipper shall cause quantities provided at the Receipt Point(s) to approximate those nominated to the Delivery Point(s). Variances shall be permitted as follows:

- (a) For purposes of this Rate Schedule, a variance shall be defined as the difference between quantities received at the Receipt Point(s) and the quantities delivered at the Delivery Point(s). For any Day, Shipper shall be permitted, a variance of (plus or minus) 25% of the amount nominated and scheduled for that Day, provided however, that on a cumulative basis such a variance shall not exceed 25% (plus or minus) of the highest nominated and scheduled amount for any Day to date during the Month.
- (b) If Shipper exceeds the permissible daily or cumulative variances specified above, Shipper may be required, upon notification from Transporter, to cease deliveries from, or reduce tenders to, Transporter hereunder, consistent with Transporter's operating requirements to restore the variance(s) within the permissible percentage. Further, Shipper may be required to return tender quantities upon notification by Transporter. Such notification shall, at a minimum, be provided by a posting on Transporter's HTML page and may also be provided by other means of Electronic Communication. Transporter's notification shall specify the time frame within which variance(s) shall be corrected, consistent with Transporter's operating conditions, but in no event shall the specified time be sooner than the next Day after Transporter's notification, subject to the following conditions:
 - (1) In the event that the specified time for tender of Gas quantities is the next Day, the time frame for required tender shall begin from the time that Shipper receives notice from Transporter. Notices provided after business Hours for the next Day will be provided to Shipper via Electronic Communication. In the event that Shipper makes a timely and valid nomination in response to notification by Transporter to tender such quantities, Shipper shall be deemed to have complied with Transporter's notification; and
 - (2) Unless otherwise agreed by Shipper and Transporter, (i) any variance quantities not nominated for Delivery to Shipper within the time frame specified by Transporter's notice shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims; and (ii) any variance quantities not tendered to Transporter within the time frame specified by Transporter's notice shall be sold to Shipper at 150% of the Transporter's Monthly Spot Price Index pursuant to Section 6.16(b) and (c) of the General Terms and Conditions of this Tariff.

5.11.6 DEFINITIONS

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

5.11.7 COMMISSION AND OTHER REGULATORY FEES

Shipper shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

5.11.8 GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein and made a part of this Rate Schedule.

RATE SCHEDULE FSS
Firm Storage Service

5.12.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the purchase of storage service from Transporter, subject to the following limitations:

- (a) Transporter has determined that it has sufficient available and uncommitted storage capacity to perform service requested by Shipper; and
- (b) Shipper and Transporter have executed an Agreement under this Rate Schedule, or conformed an existing Agreement to be consistent with this Rate Schedule.

5.12.2 APPLICABILITY

- (a) This Rate Schedule shall apply to all storage service which is rendered by Transporter for Shipper pursuant to an executed Agreement under this Rate Schedule.
- (b) If a Shipper contracts for storage service hereunder, Shipper shall arrange for Transportation of the Gas to be stored to and from the Point of Injection/Withdrawal, by appropriate agreement with Transporter pursuant to Transporter's Rate Schedules ETS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L, ITS or ITS-3.
- (c) Storage service rendered by Transporter under this Rate Schedule shall consist of:
 - (1) The receipt during the Injection Period of Gas on behalf of Shipper at the Point of Injection/Withdrawal up to the Maximum Storage Quantity ("MSQ") at daily rates up to the Maximum Daily Injection Quantity ("MDIQ");
 - (2) The storage of Gas in quantities not to exceed the MSQ;
 - (3) Storage services associated with Rate Schedule NNS activity shall have incremental injection rights during the Summer and Winter Periods and incremental withdrawal rights during the Summer Period equal to their NNE; and
 - (4) The tender during the Withdrawal Period of Gas for delivery by Transporter to Shipper at the Point of Injection/Withdrawal at daily rates up to the Maximum Daily Withdrawal Quantity ("MDWQ"), provided that the quantities delivered in the Withdrawal Period cannot exceed the MSQ.
- (d) At the end of each Winter Period, Working Storage Gas must be reduced to twenty percent (20%) or less of the MSQ unless the Shipper's Agreement terminates on that date, in which case the Working Storage Gas should equal zero. Provided however, for Shippers taking service for periods not running for twelve consecutive Months Working Storage Gas should equal zero at the end of any Storage Contract Year. Section 5.12.3 paragraphs 7 and 8 below shall determine Shipper's rights and liabilities for failure to meet these conditions.
- (e) Storage service under this Rate Schedule shall be firm during the Withdrawal Period, up to the MDWQ and shall be firm during the Injection Period up to the quantities specified in Section 5.12.2(c)(1) of this Rate Schedule. Storage service associated with Rate Schedule NNS activity shall also be firm up to the NNE for injections and withdrawals in the Summer Period and injections during the Winter

Period. The MSQ, the Base MDIQ, and the Base MDWQ shall be specified in the executed Agreement.

- (f) Injection Period shall mean the Summer Period, and Withdrawal Period shall mean the Winter Period, respectively, except for Shippers electing service pursuant to Section 5.12.6 paragraph 2, below.

5.12.3 CHARGES

Each Month Shipper shall pay to Transporter the following charges:

1. Reservation Charges.
 - (a) The applicable FSS Deliverability Reservation Rate, as stated in Section 4.9 or 4.10, shall be paid each Month for each Dekatherm of Shipper's Base MDWQ; plus
 - (b) The applicable FSS Capacity Reservation Rate, as stated in Section 4.9 or 4.10, shall be paid each Month for each Dekatherm of Shipper's MSQ divided by twelve (12).
2. Commodity Charges. The applicable Injection/Withdrawal Commodity Rate, as stated in Section 4.9 or 4.10, shall be paid each Month by Shipper for each Dekatherm of Gas tendered to or by Transporter at the Point of Injection/Withdrawal during the Service Month, excluding quantities delivered pursuant to Section 5.12.3 paragraph 4 of this Rate Schedule.
3. Other Applicable Charges or Surcharges. All applicable reservation and volumetric charges or surcharges, including but not limited to those charges under Section 6.24 of the General Terms and Conditions of this Tariff, for each Dekatherm of Gas Delivered Hereunder. Such charges or surcharges are shown in Section 4.16. Such surcharges shall not be applicable if paid on related Transportation Service.
4. Storage Overrun Service. Shipper may request Transporter to inject quantities of Gas for Shipper on any Day during the Injection Period in excess of the quantities specified in Section 5.12.2(c)(1) of this Rate Schedule or to withdraw quantities of Gas for Shipper on any Day during the Withdrawal Period in excess of Shipper's MDWQ. Shipper may also request Transporter to inject quantities of Gas for Shipper on any Day during the Withdrawal Period or withdraw quantities of Gas for Shipper on any Day during the Injection Period. Shipper may request Transporter to accept deliveries of quantities of Gas in excess of the MSQ during any Injection Period and Shipper may request Transporter to redeliver quantities of Gas in excess of the MSQ or Working Storage Gas during any Withdrawal Period provided, however, that at no time may Shipper's Working Storage Gas exceed Shipper's MSQ. Transporter may utilize its base or working storage Gas to satisfy Shipper redelivery requests and may do so on an interruptible basis if it can do so without adverse effect on Transporter's operations or its ability to meet all of its other firm service obligations. Shipper may nominate on an interruptible basis for the redelivery of any quantities of Gas which have been provided to Shipper in excess of its Working Storage Gas, in accordance with Section 6.6 of these General

Terms and Conditions of this Tariff; however, Shipper shall be required to return all such quantities commencing within forty-eight (48) hours of notification by Transporter to do so unless Transporter in its reasonable discretion determines that a longer period is operationally feasible. For each Dth of such Gas that Shipper shall not return to Transporter as expressly required pursuant to this Section 5.12.3 paragraph 4, Shipper shall be subject to a penalty rate equal to twelve (12) times the sum of the maximum applicable FSS Deliverability and Capacity Reservation Rates.

5. **Overrun Service Charge.** The applicable Overrun Service Rate shall be paid for each Dekatherm of Gas which is injected or withdrawn on behalf of Shipper during the Month pursuant to Section 5.12.3 paragraph 4 of this Rate Schedule unless such overrun service, with Transporter's concurrence, is makeup of quantities of Gas that Transporter previously failed to inject into storage or withdraw from storage. The formula for calculating the applicable Rate Schedule FSS Overrun Service Rate is stated in Section 4.9 or 4.10.
6. **Fuel and Electric Power Cost Reimbursement.** Shipper shall furnish at the Point(s) of Injection/Withdrawal, for each Dekatherm injected, the Transporter's Use and EPC Charge utilizing the applicable Rate Schedule FSS Transporter's Use (%) and EPC Charge set forth in Section 4.18 or 4.19.
7. **Cycling Fuel Charge.** If a Shipper has renewed its Agreement for the next Storage Contract Year under this Rate Schedule, or any successor Rate Schedule, and fails to reduce its Working Storage Gas to twenty percent (20%) or less of its MSQ by the end of the Winter Period, then Transporter shall reduce the Working Storage Gas for Cycling Fuel, provided, however, that such deadline for reducing Working Storage Gas shall be extended, as applicable, by the number of Days that the quotient of Shipper's MSQ divided by Shipper's Base MDWQ exceeds 151.
8. If a Shipper has reached the termination date of its Agreement without renewing or extending its Agreement or has reached a break in the period of Shipper's service, and fails to withdraw all of its Working Storage Gas by the end of the Storage Contract Year, then such Shipper shall be deemed to have executed the necessary Agreements under Rate Schedules DDS and ITS for the further disposition of such remaining Working Storage Gas, provided, however, that such deadline for removing Working Storage Gas shall be extended, as applicable, by the number of Days that the quotient of Shipper's MSQ divided by Shipper's Base MDWQ exceeds 151. If Transporter provides notice to Rate Schedule DDS Shippers pursuant to Section 5.13 paragraph 2(d) of Rate Schedule DDS to withdraw Shippers' Rate Schedule DDS quantities, such notice will be deemed as notice to Shippers terminating service under Rate Schedule FSS and Transporter shall contemporaneously notify such Shippers. Any remaining quantities of Working Storage Gas or, as applicable, Rate Schedule DDS quantities will be subject to

confiscation after the end of the forty-five (45) day notice period provided for in Section 5.13 paragraph 2(d) of Rate Schedule DDS.

9. Rate Changes. Subject to any limitations agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for which a Maximum Rate and Minimum Rate are stated in Section 4.9 or 4.10 of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth in such section. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service, or for continuation of service under an existing Agreement. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.

5.12.4 COMMISSION AND OTHER REGULATORY FEES

Shipper shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

5.12.5 GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein and made a part of this Rate Schedule.

5.12.6 ENHANCED SERVICE FEATURES

1. Elimination of Storage Ratchets. Shippers may elect to have the MDIQ and the MDWQ equal to the Base MDIQ and Base MDWQ, respectively. The applicable maximum reservation rate for Rate Schedule FSS service pursuant to such an election shall be stated in Section 4.9 or 4.10, and denoted as Rate Schedule FSS service without Storage Ratchets.
2. Flexible Entitlements. Subject to the determination in Section 5.12.1(a), above, Rate Schedule FSS Shippers may elect flexible injections and withdrawals from storage ("Flexible Entitlements") to permit injections and withdrawals on any Day of the Storage Contract Year, provided, however, that in no event shall any Shipper be entitled to firm withdrawals in excess of the then current MSQ Gas balance or to inject amounts above the MSQ. The applicable maximum reservation rate for Rate Schedule FSS service pursuant to such an election shall be stated in Section 4.9 or 4.10, and denoted as Rate Schedule FSS service with Flexible Entitlements. The Injection Period and Withdrawal Period under such an election shall be consecutive monthly periods commencing April 1, provided, however, that if (a) the sum of: (i) the Shipper's MSQ divided by its Base MDWQ; and (ii) the Shipper's MSQ divided by its Base MDIQ, exceeds 365, or (b) the Storage Contract Year is less than 365 days, such Shipper may commence service on a Day other than April 1.
3. Cycling of Gas. Shippers electing Flexible Entitlements pursuant to Section 5.12.6 paragraph 2, above, shall during the Injection Period and the Withdrawal Period be permitted to inject and withdraw ("Cycle"), respectively, quantities of Gas above the normal single Cycle allowed for other Shippers. The ability to Cycle under this section does not create any additional firm rights. Rather, the Shipper's ability to Cycle is both limited as defined below and by the physical limitations inherent in the Shipper's Base MDIQ, Base MDWQ, MSQ and Storage Contract Year. Cycling under Flexible Entitlements shall be permitted up to 1.42 times the MSQ within any Storage Contract Year, provided, however, that in the case of any Shipper with a Base MDWQ between 1/10 - 1/49 of its MSQ, the respective Injection Period and Withdrawal Period quantities shall be equal to the quotient of 365 divided by the sum of: (a) the Shipper's MSQ divided by its Base MDWQ; and (b) the Shipper's MSQ divided by its Base MDIQ. The storage of Gas in excess of MSQ, or the injection or the withdrawal of Gas in excess of the allowed Cycle(s), as the case may be, shall be permitted only on a best efforts, overrun basis. For the purposes of determining the applicable limits on injections and withdrawals pursuant to this provision, quantities allocated as Designated Storage Account activity pursuant to the provisions of Rate Schedule NNS shall not be included in the calculations of a Shipper's accumulated injections and withdrawals of Gas.

4. In-Field Transfers. A Shipper may elect to fill the MSQ, in whole or in part, through an in-field transfer of Gas subject to Section 6.18.12 of the General Terms and Conditions of this Tariff. Such an election will neither increase nor diminish the Base MDIQ, Base MDWQ, or MSQ. Except as provided in Section 5.12.3 paragraph 4 above, for gas currently in the storage account, the sum of (a) the Gas nominated, injected and (b) the Gas moved into the account through one (1) or more in-field transfers, may not exceed the MSQ.

RATE SCHEDULE DDS
Deferred Delivery Service

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the purchase of storage service from Transporter, when Shipper and Transporter have executed an Agreement under this Rate Schedule, or conformed an existing Agreement to be consistent with this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to service which is rendered by Transporter for Shipper pursuant to an executed Agreement under this Rate Schedule.
- (b) If a Shipper contracts for storage service hereunder, Shipper shall arrange for Transportation of the Gas to be stored to and from the Point of Injection/Withdrawal, by appropriate agreement with Transporter.
- (c) Storage service rendered by Transporter under this Rate Schedule shall consist of:
 - (1) The receipt of Gas on behalf of Shipper at the Point of Injection/Withdrawal up to the Maximum Storage Quantity at daily rates up to the DDS Maximum Daily Injection Quantity;
 - (2) The Storage of Gas not to exceed the Maximum Storage Quantity; and
 - (3) The tender for delivery by Transporter to Shipper at the Point of Injection/Withdrawal up to the Maximum Storage Quantity at daily rates up to the DDS Maximum Daily Withdrawal Quantity.
- (d) Storage service rendered under this Rate Schedule shall be interruptible, on any Day. Interruptible service shall be available only to the extent of actual available capacity for injection, storage and withdrawal, as it may be from time to time under current conditions, and shall be offered in accordance with the provisions established in the General Terms and Conditions. Transporter may, if storage capacity is needed to meet its firm obligations, require Shipper to withdraw all Rate Schedule DDS quantities held in storage by Transporter for or on behalf of Shipper within forty-five (45) Days of such notice; provided, however, if Transporter is unable to provide Transportation under a Transportation Agreement, then such forty-five (45) Day period will be extended by one Day for each Day Transporter is unable to render Transportation. The Maximum Storage Quantity shall be specified in the executed Agreement.

3. CHARGES

Each Month Shipper shall pay to Transporter the following charges:

- (1) **Interruptible Service Commodity Charge.** A Storage Commodity Rate set forth in Section 4.9 shall be paid for each Dekatherm of Working Storage Gas which are stored for or on behalf of Shipper at the end of any Day during the Month.
- (2) **Other Applicable Charges or Surcharges.** All applicable reservation and volumetric charges or surcharges, as provided for under Section 6.24 of the General Terms and Conditions of this Tariff, for each Dekatherm of Gas Delivered Hereunder. Such charges or surcharges are shown in Section 4.16. Such surcharges shall not be applicable if paid on related Transportation Service.
- (3) **Fuel and Electric Power Cost Reimbursement.** Shipper shall furnish at the Point(s) of Injection/Withdrawal, for each Dekatherm injected, the Transporter's Use and EPC Charge utilizing the applicable Rate Schedule DDS Transporter's Use (%) and EPC Charge set forth in Section 4.18 or 4.19.
- (4) **Withdrawal Penalty Charge.** If Shipper fails to withdraw all Working Storage Gas quantities held in storage by Transporter for or on behalf of Shipper by the end of the forty-five (45) Day period that Transporter needs the storage capacity to meet all of its firm service obligations, then Transporter shall retain any Working Storage Gas quantities at the end of such period, without payment thereof, and free and clear of any adverse claims.
- (5) **Rate Changes.** Subject to any limitations agreed to by Shipper and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Shipper for which a Maximum Rate and Minimum Rate are stated in Section 4.9 of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth in such section. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service, or for continuation of service under an existing Agreement. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.

4. COMMISSION AND OTHER REGULATORY FEES

Shipper shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

5. STORAGE OVERRUN SERVICE

Shipper may request Transporter to inject for Storage quantities of Gas for Shipper on any Day in excess of Shipper's DDS Maximum Daily Injection Quantity or to withdraw quantities of Gas from Storage for Shipper on any Day in excess of Shipper's DDS Maximum Daily Withdrawal Quantity. Transporter may do so on an interruptible basis if it can do so without adverse effect on Transporter's operations or its ability to meet all other obligations described in Section 6.10 of the General Terms and Conditions of this Tariff. Shipper shall pay the applicable charges pursuant to Section 5.13 paragraph 3 of this Rate Schedule DDS for such overrun storage service.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein by reference and made a part of this Rate Schedule.

RATE SCHEDULE MBS
Market Balancing Service

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership and any other party (hereinafter referred to as "Shipper") for service under this Rate Schedule for the Transportation of Gas by Transporter, subject to the following limitations:

- (a) Before Transporter accepts any nomination on any Day for service hereunder, Transporter has determined that it will have sufficient available and uncommitted capacity to perform the service requested by Shipper and is able to predict with reasonable accuracy the demand requirements at the gate station in order to perform the service;
- (b) If the Shipper requesting service is not directly connected to Transporter's facilities, Shipper shall be responsible for arranging service with any intermediate transporter(s), including provision for electronic measurement, is not impaired by such intermediate transporter(s), and Transporter shall not be liable for actions of any intermediate transporter;
- (c) On any Day Transporter accepts a nomination for service hereunder, Shipper provides to Transporter actual consumption of quantities, in Dekatherms, delivered by Transporter hereunder, using electronic measurement facilities;
- (d) Shipper and Transporter have executed an Agreement under another Transportation Rate Schedule of this Tariff that will serve as the Shipper's Gas supply sourcing Transportation Agreement ("MBS Supply Transportation"); and
- (e) Shipper and Transporter have executed an Agreement under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) Shipper shall have the right to take Gas at a Delivery Point(s), in excess of the sum of its receipts for Transportation to such Delivery Point(s) under its MBS Supply Transportation, up to the nominated withdrawal quantity. Shipper shall also have the right not to take Gas at a Delivery Point(s), by a quantity less than the sum of its receipts for Transportation to such delivery Point(s) under its MBS Supply Transportation, so long as such quantity does not exceed the nominated injection quantity. To effectuate such service, Transporter shall maintain an MBS Storage Account for Shipper.
- (b) Transportation, injection and withdrawal under this Rate Schedule shall be interruptible.

- (c) Shipper shall be required to nominate, pursuant to Section 6.6 of the General Terms and Conditions of this Tariff, the quantities described in Section 5.14 paragraphs 3.1(a), (b) and (c), below. If Transporter does not confirm any nomination, such nomination shall be deemed to be zero for billing purposes.

3. CHARGES

Each Month Shipper shall pay to Transporter the following charges:

- (1) (a) The Daily Delivery Rate which is shown in Section 4.11, multiplied by each Dekatherm of (1) confirmed nomination for the MBS withdrawal quantity and (2) residual quantities, up to the Swing Percentage, allocated as Transportation pursuant to Section 6.14.1(a)(1) of the General Terms and Conditions of this Tariff; plus
 - (b) The Daily Delivery Rate which is shown in Section 4.11, multiplied by each Dekatherm of (1) confirmed nomination for the MBS injection quantity and (2) residual quantities, up to the Swing Percentage, allocated as Transportation pursuant to Section 6.14.1(a)(1) of the General Terms and Conditions of this Tariff; plus
 - (c) The Capacity Rate shown in Section 4.11 payable on the maximum confirmed nomination of the MBS maximum storage quantity reserved; plus
 - (d) The Commodity Rate shown in Section 4.11 for allocated quantities for Transportation to or from storage, excluding the quantities allocated as MBS Overrun Quantity pursuant to Section 5.14 paragraph 3(3).
- (2) Other Applicable Charges or Surcharges. All applicable volumetric charges or surcharges, including but not limited to those charges under Section 6.24 of the General Terms and Conditions of this Tariff, for each Dekatherm of Gas allocated as an injection quantity. Such surcharges shall not be applicable if paid on related Transportation Service.
- (3) Overrun Service. The term "MBS Overrun Quantity" shall be defined as the quantity of Gas allocated as service hereunder that exceeds the nominated MBS injection quantity or the nominated MBS withdrawal quantity, as applicable, for each Delivery Point. Shipper shall pay, for any Dekatherm of MBS Overrun Quantity that exceeds the Swing Percentage, a commodity rate equal to the overrun service rate set forth in Section 4.11.
- (4) Fuel and Electric Power Cost Reimbursement. Shipper shall furnish at Receipt Point(s) the Gas for Transporter's Use utilizing the applicable Transporter's Use (%) set forth in Section 4.18. Shipper shall also furnish at the Point of Injection/Withdrawal, for each

Dekatherm injected, the applicable storage-related Transporter's Use (%) set forth in Section 4.18. Shipper shall also pay to Transporter the applicable EPC Charge as stated in Section 4.19.

- (5) Transporter may, if storage capacity is needed to meet its firm obligations, require Shipper to withdraw all Rate Schedule MBS quantities held in storage by Transporter for or on behalf of Shipper within forty-five (45) Days of such notice; provided, however, if Transporter is unable to provide Transportation under a Transportation Agreement, then such forty-five (45) Day period will be extended by one Day for each Day Transporter is unable to render Transportation.
- (6) Cashout of Monthly Imbalances.
 - (a) Shipper shall be responsible for payment of the one hundred percent (100%) Cashout price provided for in Section 6.15 of the General Terms and Conditions of this Tariff with respect to any negative balance remaining in the MBS Storage Account at the end of each Service Month.
 - (b) If any Shipper has Excess Quantities on its MBS Supply Transportation at the end of any Service Month, such Shipper may, subject to available capacity, elect in lieu of Cashout thereunder to have such Excess Quantities added to its MBS Storage Account, after payment of applicable transportation charges.
 - (c) If any Shipper has Deficient Quantities on its MBS Supply Transportation at the end of any Service Month, such Shipper may elect in lieu of Cashout thereunder to have such Deficient Quantities subtracted from its MBS Storage Account, by an amount not to exceed the remaining quantity in the MBS Storage Account.

4. PRIOR PERIOD ADJUSTMENTS

Before the close of the Service Month, Transporter shall use the best information available to update the consumption data provided by Shipper hereunder. After allocations have closed, any prior period adjustments associated with service hereunder shall be reconciled between the Shipper and the operator of the electronic measurement facilities.

5. COMMISSION AND OTHER REGULATORY FEES

Shipper shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein by reference and made a part of this Rate Schedule.

RATE SCHEDULE NNS
No-Notice Service

5.15.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership and any other party (hereinafter referred to as "Shipper") for delivery of Gas without prior notice ("no-notice") in conjunction with the Transportation of Gas by Transporter, subject to the following limitations:

- (a) Transporter has determined that it will have sufficient available and uncommitted capacity to perform the service requested by Shipper;
- (b) If the Shipper requesting service is not directly connected to facilities owned and operated by Transporter, Shipper shall be responsible for arranging service with any intermediate transporter(s), and Transporter shall not be liable for actions of any intermediate transporter;
- (c) Shipper has established the Designated Storage Account(s), pursuant to Rate Schedule FSS, with a Base Maximum Daily Withdrawal Quantity equal to or greater than the NNE hereunder, and designated the sequence for allocation of no-notice quantities thereto;
- (d) Shipper has designated the Notice Transportation Agreement(s), with a Maximum Daily Quantity greater than or equal to the NNE during the Winter Period, pursuant to which the no-notice quantities shall be transported to/from the specified Delivery Points ("NNS Storage Transportation"), and designated the sequence for allocation of no-notice quantities thereto;
- (e) An NNS Storage Transportation Agreement shall have the point of injection/withdrawal be its Primary Delivery Point during the Injection Period and be its Primary Receipt Point during the Withdrawal Period. Transportation in either direction for NNS activity shall be firm at any time;
- (f) Shipper has agreed to use its best efforts to obtain and provide timely the information set forth in Section 5.15.4 of this Rate Schedule; and
- (g) Shipper and Transporter have executed an Agreement under this Rate Schedule.

5.15.2 APPLICABILITY AND CHARACTER OF SERVICE

- (a) Shipper shall have the right to take Gas at a Delivery Point(s) in excess of the sum of its nominations at such Delivery Point(s) under any Rate Schedule of this Tariff ("NNS Supply Transportation"), up to the no-notice entitlements ("NNE") specified in the executed Agreement for each Delivery Point. Shipper shall also have the right not to take Gas at a Delivery Point by a quantity less than the sum of its nominations at such Delivery Point under the NNS Supply Transportation Agreement, so long as such quantity does not exceed the NNE specified for such Delivery Point. This service shall be firm up to the Delivery Point NNE; provided, however, if the NNS Storage Transportation is an Agreement under Rate Schedule ETS, service hereunder shall be firm up to the aggregate NNE, after netting at all Delivery Points.
- (b) The difference between the sum of nominations and the allocated quantities at a Delivery Point for the NNS Supply Transportation shall be deemed a no-notice quantity and allocated as an injection to or withdrawal from the Designated Storage Account and transported under the NNS Storage Transportation, as applicable.
- (c) Service under the NNS Storage Transportation and Firm Storage Service Agreements can exceed the applicable Delivery Point MDQ or storage MDIQ and MDWQ by the NNE associated with such Delivery Point, except during withdrawals during the Winter Period.
- (d) Notwithstanding the foregoing provisions of this Section 5.15.2, if Shipper fails to meet its good faith obligations under Section 5.15.4 of this Rate Schedule, then Transporter's obligations under this Rate Schedule shall be best efforts only.

5.15.3 CHARGES

Each Month Shipper shall pay to Transporter the following charges:

1. **Reservation Charge.** The Reservation Rate shown in Section 4.11 for each Dekatherm of NNE of Shipper under this Rate Schedule.
2. **Commodity Charge.** The Commodity Rate which is shown in Section 4.11, for each Dekatherm of Gas allocated under this Rate Schedule.
3. **Other Applicable Charges or Surcharges.** All applicable reservation and volumetric charges or surcharges, including but not limited to those charges under Section 6.24 of the General Terms and Conditions of this Tariff, for each Dekatherm of Gas allocated under this Rate Schedule. Such charges or surcharges are shown in Section 4.16. Such surcharges shall not be applicable if paid on related Transportation Service.
4. **Overrun Service.** "No-Notice Overrun Quantity" shall be defined as the quantities allocated at Delivery Point(s) that exceed the aggregate NNE, after first netting allocated quantities between Delivery Point(s) if the NNS Storage Transportation is rendered pursuant to Rate Schedule ETS. Shipper shall pay, for each Dekatherm of No-Notice Overrun Quantity that exceeds the Swing Percentage, a commodity rate equal to the maximum Reservation Rate which is shown in Section 4.11, times 12 then dividing the result by 365, times one-hundred and fifty percent (150%).
5. **Cashout of Monthly Imbalances.** Transporter or Shipper, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 6.15 of the General Terms and Conditions of this Tariff.
6. **Fuel.** Fuel associated with activity pursuant to this Rate Schedule shall be assessed on the NNS Storage Transportation Agreement(s) subject to the following limitations: (a) fuel shall not be assessed to the extent that Northern Segment fuel has been assessed on the NNS Supply Transportation Agreement(s); and (b) injection and withdrawal activity on each Day pursuant to all NNS Storage Transportation Agreements shall first be netted prior to the assessment of fuel.

5.15.4 OPERATING INFORMATION TO BE SUBMITTED BY SHIPPER

- (a) Shipper shall, in good faith, and using its best judgment and experience, provide to Transporter as soon as reasonably possible after it becomes available, the following information:
 - (1) expected daily receipts by Shipper from third party sources, or expected alternate energy sources for each segment of Shipper's facilities;
 - (2) operational input that could reasonably affect the otherwise stated capacity downstream from a Delivery Point, including facilities out of service, maintenance and construction; and
 - (3) significant changes in takes by Shipper's customers, if any.
- (b) At such times as Transporter may reasonably request, Shipper shall also provide its best, good faith estimates of its expected daily, monthly, winter and annual quantities of Gas to be transported by Transporter.

5.15.5 COMMISSION AND OTHER REGULATORY FEES

Shipper shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

5.15.6 GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein by reference and made a part of this Rate Schedule.

RATE SCHEDULE PTS-1
Pooling Transportation Service

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Pooler") for the Transportation of Gas by Transporter, provided that Pooler and Transporter have executed an Agreement under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Pooler within a Pooling Area, pursuant to the executed Agreement under this Rate Schedule PTS-1.
- (b) Transportation Service under this Rate Schedule shall permit the Pooler to nominate and aggregate receipt(s) of Gas in a Pooling Area for redelivery into the designated Agreements of Shipper ("Downstream Shippers"). If the Downstream Shipper(s) has purchased only transmission service in the Pooling Area, the Pooler shall nominate only from Catalog Receipt Points. If the Downstream Shipper(s) has also purchased gathering service, the Pooler may nominate from any Receipt Point(s) in the Pooling Area.
- (c) Downstream Shippers shall receive nominated quantities of Gas pooled hereunder at the applicable Headstation.
- (d) For purposes of determining imbalances for service to Pooler under this Rate Schedule, overdeliveries at one Receipt Point within a Pooling Area may be offset by underdeliveries at another Receipt Point within the same Pooling Area consistent with the provisions of Section 6.5.1 of the General Terms and Conditions of this Tariff. The applicable downstream Shipper shall not be responsible for the payment of any Cashout associated with resolving such imbalances.
- (e) For scheduling and curtailment purposes, Transporter shall utilize the Receipt Point rankings provided for in Section 6.6 of the General Terms and Conditions of this Tariff. A curtailment of quantities, pursuant to Section 6.10 of the General Terms and Conditions of this Tariff, will correspondingly reduce the respective quantities of downstream Transportation.

3. CHARGES

- (a) Cashout of Monthly Imbalances. Transporter or Pooler, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 6.15 of the General Terms and Conditions of this tariff.

- (b) (i) No ACA or other surcharges shall be assessed against any quantities transported pursuant to this Rate Schedule.
- (ii) In the case of any Shipper that purchases Gas from a Pooler under this Rate Schedule, service to such Shipper shall be subject to an adjustment for Transporter's Use and Transporter's EPC that includes Transportation Service in the applicable Pooling Area, and in that event the Pooler hereunder shall not be subject to an adjustment for Transporter's Use and Transporter's EPC.

4. TRANSPORTATION OF GAS FROM CONTIGUOUS FACILITIES OWNED OR OPERATED BY TRANSPORTER

Pooler shall have the option (a) to contract directly with any intermediate pipeline or (b) to have Transporter contract with any intermediate pipeline. In either case, Transporter shall consider any quantities of gas delivered to Transporter as deliveries into the pool. If Pooler elects option (b), above, Pooler shall reimburse Transporter, including transportation charges and fuel reimbursements.

5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein and made a part of this Rate Schedule.

RATE SCHEDULE PTS-2
Pooling Transportation Service (Firm)

5.17.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Pooler") for the Transportation of Gas by Transporter, subject to the following limitations:

- (a) Transporter has determined that it has sufficient available and uncommitted capacity to perform service requested by Pooler; and
- (b) Pooler and Transporter have executed an Agreement under this Rate Schedule.

5.17.2 APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Pooler within a Pooling Area to any Headstation, pursuant to the executed Agreement under this Rate Schedule.
- (b) For purposes of this Rate Schedule, the Eunice and Greensburg Headstations shall be considered, respectively, a Delivery Point in the Southeast Area Facilities or the Southwest Area Facilities, as applicable. For Transportation Services receiving Gas at such Headstations from a Pooler under this Rate Schedule, the Headstation shall be considered a Receipt Point in either the Southeast Southern Segment or the Southwest Southern Segment, as applicable. Nothing in this Section 5.17.2(b) is intended to limit pooling to the Eunice or Greensburg Headstations.
- (c) Transportation Service under this Rate Schedule shall consist of the Transportation from Catalog Receipt Point(s) (Primary and Secondary Receipt Point(s)) in a Pooling Area to the applicable Headstation.
- (d) The Pooler shall make nominations for Transportation Service in accordance with the provisions of Section 6.6 of the General Terms and Conditions of this Tariff. Such nominated quantities shall be aggregated at the Headstation and treated as quantities received at a single Receipt Point for Shippers nominating quantities of Gas from the Headstation for downstream Transportation.
- (e) Downstream Shippers shall receive nominated quantities of Gas at a Headstation according to the priorities provided by the Pooler under this Rate Schedule in accordance with Section 6.6 of the General Terms and Conditions of this Tariff.
- (f) Allocation of Gas for Poolers under this Rate Schedule shall be determined according to the provisions of Section 6.14 of the General Terms and Conditions of this Tariff.
- (g) For purposes of determining imbalances under this Rate Schedule, overdeliveries at one Receipt Point within a Pooling Area may be offset by underdeliveries at another Receipt Point within the same Pooling Area. Nothing contained in this provision shall eliminate Pooler's obligations under Section 6.5 of the General Terms and Conditions of this Tariff.
- (h) Transportation Service rendered under this Rate Schedule shall be firm, up to the Delivery Point MDQ(s) specified in the executed Agreement.

5.17.3 CHARGES

Each Month Pooler shall pay to Transporter the following charges:

1. Reservation Charges.
 - (a) For each Dekatherm of MDQ, the Reservation Rate, as stated in Section 4.12 for the Southwest Area, if the Agreement provides for Transportation that reserves Transporter's Southwest Area Facilities.
 - (b) (i) For each Dekatherm of MDQ, the Reservation Rate, as stated in Section 4.12 for the Southeast Area, if the Agreement provides for Transportation that reserves Transporter's Southeast Area Facilities.
 - (ii) If, in any month, Shipper nominates Secondary Receipt Point(s) or Secondary Delivery Point(s) in the Southeast Area where such points are not Transmission Receipt Points or Transmission Delivery Points, respectively, Shipper shall pay the applicable Reservation Rate as stated in Section 5.19.
 - (c) If at the commencement or termination of the Agreement, service is provided for only a portion of a Service Month, any applicable Reservation Charges shall be prorated for the number of Days that service is provided.
2. Commodity Charges.
 - (a) A Southwest Area Commodity Rate, as stated in Section 4.12, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Pooler at the Delivery Point(s) during the Month pursuant to an Agreement that utilizes Transporter's Southwest Area Facilities.
 - (b) A Southeast Area Commodity Rate, as stated in Section 4.12 and, if applicable, Section 5.19, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Pooler at the Delivery Point(s) during the Month pursuant to an Agreement that utilizes Transporter's Southeast Area Facilities.
 - (c) (i) No ACA or other surcharges shall be assessed against any quantities transported pursuant to this Rate Schedule, provided, however, that if quantities hereunder are delivered off-system from Transporter's Pipeline System, then such charges shall be applicable.
 - (ii) In the case of any Shipper that purchases Gas from a Pooler, service to such Shipper shall be subject to an adjustment for Transporter's Use and Transporter's EPC that includes Transportation Service in the applicable

Pooling Area, and in that event the Pooler hereunder shall not be subject to an adjustment for Transporter's Use and Transporter's EPC, provided, however, that if quantities hereunder are delivered off-system from Transporter's Pipeline System, then service hereunder shall be subject to the adjustment for Transporter's Use and Transporter's EPC.

3. **Authorized Overrun Service.** Transporter may authorize Pooler to take hereunder daily overrun quantities of Gas to the extent that, in the sole judgment of Transporter, the delivery capacity of Transporter's Pipeline System will permit such delivery without jeopardizing the ability of Transporter to meet all of its other firm service delivery obligations. The term "Authorized Daily Overrun Quantity" shall mean the quantity of Gas which is authorized and delivered by Transporter during any one Day in excess of Pooler's MDQ. Any request for service under this Section 5.17.3 paragraph 3 must be made by Pooler pursuant to a separate nomination for Authorized Daily Overrun Quantity Gas in accordance with Section 6.6.1(a) or 6.6.2(a) of the General Terms and Conditions of this Tariff. Pooler shall pay a commodity charge for each Dekatherm of Authorized Daily Overrun Quantity equal to the sum of the applicable maximum Reservation Rates times 12 then dividing the result by 365.
4. **Unauthorized Overrun Service.**
 - (a) Each Dekatherm of Gas Delivered Hereunder to Pooler pursuant to Section 6.14 of this Tariff on any Day, which is in excess of Pooler's MDQ, which has not been authorized under Section 5.17.3 paragraph 3 of this Rate Schedule, shall be considered as "Unauthorized Daily Overrun Quantity" and shall be subject to a penalty rate equal to two (2) times the applicable Rate Schedule ITS Maximum Rate to that Delivery Point on non-Extreme Condition Situation days, or the greater of ten dollars (\$10.00) or two (2) times the Spot Price Index for the Service Month, as defined in Section 6.16 of the General Terms and Conditions of this Tariff on posted Extreme Condition Situation days, in addition to all the charges set forth in Section 5.17.3 paragraph 3 above.
 - (b) Each Dekatherm of Gas Delivered Hereunder to Pooler as an Unauthorized Daily Overrun Quantity at any time after Transporter has issued an express order to Pooler to cease and desist shall be subject to a penalty rate equal to twelve (12) times the sum of the applicable maximum Reservation Rates under this Rate Schedule, in addition to all of the charges set forth in Section 5.17.3 paragraphs 3 and 4(a), above.
5. **Third Party Charges.** Pooler shall be responsible for delivering all Gas to Transporter's system, and shall be free to contract with third party(ies) to achieve such result. If Pooler requests, and Transporter agrees, that Transporter shall, for

service to Pooler, use transportation service which Transporter has contracted for with third party(ies) for Pooler on or after November 1, 1989, Pooler shall pay Transporter an amount equal to the charges Transporter is obligated to pay to third party(ies) for transportation or other services attributable to performance of service on behalf of Pooler under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, Gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Pooler's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Pooler.

6. Rate Changes. Subject to any limitations agreed to by Pooler and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Pooler for any and all of the transportation routes for which a Maximum Rate and Minimum Rate are stated in Section 4.12 of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth in such sections. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service or for continuation of service under an existing Agreement. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.
7. Cashout of Monthly Imbalances. Transporter or Pooler, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 6.15 of the General Terms and Conditions of this Tariff.

5.17.4 COMMISSION AND OTHER REGULATORY FEES

Pooler shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

5.17.5 GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein and made a part of this Rate Schedule.

RATE SCHEDULE PTS-3
Pooling Transportation Service (Interruptible)

5.18.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Pooler") for the Transportation of Gas by Transporter when Pooler and Transporter have executed an Agreement under this Rate Schedule.

5.18.2 APPLICABILITY AND CHARACTER OF SERVICE

- (a) This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Pooler within a Pooling Area to any Headstation, pursuant to the executed Agreement under this Rate Schedule.
- (b) For purposes of this Rate Schedule, the Eunice and Greensburg Headstations shall be considered, respectively, a Delivery Point in the Southeast Area Facilities or the Southwest Area Facilities, as applicable. For Transportation Services receiving Gas at such Headstations from a Pooler under this Rate Schedule, the Headstation shall be considered a Receipt Point in either the Southeast Southern Segment or the Southwest Southern Segment, as applicable. Nothing in this Section 5.18.2(b) is intended to limit pooling to the Eunice or Greensburg Headstations.
- (c) Transportation Service under this Rate Schedule shall consist of the Transportation from Catalog Receipt Point(s) in a Pooling Area to the applicable Headstation.
- (d) The Pooler shall make nominations for Transportation Service in accordance with the provisions of Section 6.6 of the General Terms and Conditions of this Tariff. Such nominated quantities shall be aggregated at the Headstation and treated as quantities received at a single Receipt Point for Shippers nominating quantities of Gas from the Headstation for downstream Transportation.
- (e) Downstream Shippers shall receive nominated quantities of Gas at a Headstation according to the priorities provided by the Pooler under this Rate Schedule in accordance with Section 6.6 of the General Terms and Conditions of this Tariff.
- (f) Allocation of Gas for Poolers under this Rate Schedule shall be determined according to the provisions of Section 6.14 of the General Terms and Conditions of this Tariff.
- (g) For purposes of determining imbalances under this Rate Schedule, overdeliveries at one Receipt Point within a Pooling Area may be offset by underdeliveries at another Receipt Point within the same Pooling Area. Nothing contained in this provision shall eliminate Pooler's obligations under Section 6.5 of the General Terms and Conditions of this Tariff.
- (h) Transportation Service rendered under this Rate Schedule shall be interruptible.

5.18.3 CHARGES

Each Month Pooler shall pay to Transporter the following charges:

1. Commodity Charges.

- (a) A Southwest Area Commodity Rate, as stated in Section 4.14, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Pooler at the Delivery Point(s) during the Month pursuant to an Agreement that utilizes Transporter's Southwest Area Facilities.
- (b) A Southeast Area Commodity Rate, as stated in Section 4.14 and, if applicable, Section 5.19, shall be paid for each Dekatherm of Gas Delivered Hereunder to or on behalf of Pooler at the Delivery Point(s) during the Month pursuant to an Agreement that utilizes Transporter's Southeast Area Facilities.
- (c) (i) No ACA or other surcharges shall be assessed against any quantities transported pursuant to this Rate Schedule, provided, however, that if quantities hereunder are delivered off-system from Transporter's Pipeline System, then such charges shall be applicable.
- (ii) In the case of any Shipper that purchases Gas from a Shipper under this Rate Schedule, service to such Shipper shall be subject to an adjustment for Transporter's Use and Transporter's EPC that includes Transportation Service in the applicable Pooling Area, and in that event the Shipper hereunder shall not be subject to an adjustment for Transporter's Use and Transporter's EPC, provided, however, that if quantities hereunder are delivered off-system from Transporter's Pipeline System, then service hereunder shall be subject to the adjustment for Transporter's Use and Transporter's EPC.

2. Third Party Charges. Pooler shall be responsible for delivering all Gas to Transporter's system, and shall be free to contract with third party(ies) to achieve such result. If Pooler requests, and Transporter agrees, that Transporter shall, for service to Pooler, use transportation service which Transporter has contracted for with third party(ies) for Pooler on or after November 1, 1989, Pooler shall pay Transporter an amount equal to the charges Transporter is obligated to pay to third party(ies) for transportation or other services attributable to performance of service on behalf of Pooler under this Rate Schedule. Such charges include, but are not limited to, compression fuel charges, compression fees, Gas handling fees, measurement fees, processing fees, facility rents, or charges that Transporter pays to a third party for transportation of Pooler's Gas, including third party's filing and regulatory fees. Such charges, as they may be from time to time, shall be set forth as separate items on billings rendered to Pooler.

3. Rate Changes. Subject to any limitations agreed to by Pooler and Transporter, Transporter may from time to time and at any time selectively adjust any or all of the rates charged to any individual Pooler for any and all of the transportation routes for which a Maximum Rate and Minimum Rate is stated in Section 4.14 of this Tariff or a superseding tariff; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s), nor shall they be less than the Minimum Rate(s), set forth in such sections. Transporter shall have the right to charge the Maximum Rate at any time as a condition for new service or for continuation of service under an existing Agreement. Transporter shall make all information filings required by the Commission's regulations with respect to any charges at less than the Maximum Rate.

4. Cashout of Monthly Imbalances. Transporter or Pooler, as the case may be, shall be responsible for payment of the Cashout amount(s) provided for in Section 6.15 of the General Terms and Conditions of this Tariff.

5.18.4 COMMISSION AND OTHER REGULATORY FEES

Pooler shall reimburse Transporter directly for any separately stated fees required by the Commission or any other federal or any state regulatory body which are related to service provided under this Rate Schedule.

5.18.5 GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff are hereby specifically incorporated herein and made a part of this Rate Schedule.

SOUTHEAST AREA GATHERING SERVICE

1. AVAILABILITY

This Southeast Area gathering service is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper"). Terms and conditions applicable to this service will be individually negotiated between Shipper and Transporter, on a not unduly discriminatory basis, consistent with the terms and conditions applicable to Transporter's Part 284 transportation.

2. FIRM SERVICE CHARGES

Each Month Shipper shall pay to Transporter a charge not to exceed the following:

(1) Reservation Charge:

\$29.5024 for each Dekatherm of MDQ.

(2) Commodity Charge:

\$0.000 for each Dekatherm of Gas Delivered Hereunder.

3. INTERRUPTIBLE SERVICE CHARGES

Each Month Shipper shall pay to Transporter a commodity charge not to exceed \$0.9699 for each Dekatherm of Gas Delivered Hereunder.

4. FUEL AND L&U REIMBURSEMENT

Transporter shall retain 0.20% of each Dekatherm of Gas tendered to Transporter at the Receipt Point(s) in the Southeast Area. This percentage is comprised of 0.00% fuel and 0.20% L&U, provided, however, if Transporter also provides Transportation of such Gas, the retention % will not include L&U.