

## RATE SCHEDULES

FTS RATE SCHEDULE  
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions, through construction of facilities, or pursuant to Transporter's Order No. 636 restructuring proceeding in FERC Docket No. RS92-5-000, (iii) Shipper has executed an FTS Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter under this Rate Schedule shall receive scheduled quantities from or on behalf of Shipper and shall deliver thermally equivalent scheduled quantities, less Retainage, to or for Shipper. Such service shall be provided on a firm basis and shall apply to all gas transported by Transporter for Shipper under this Rate Schedule, up to the Transportation Demand set forth in Shipper's FTS Service Agreement.

(b) Service provided under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Transporter shall not be obligated on any Day to accept gas in excess of the lesser of (i) Shipper's Transportation Demand plus Retainage, or (ii) Shipper's Scheduled Daily Receipt Quantity. Transporter also shall not be obligated on any Day to deliver more gas to Shipper than the lesser of (i) Shipper's Transportation Demand, (ii) Shipper's Scheduled Daily Delivery Quantity, or (iii) the quantity of gas Transporter receives for Shipper less Retainage. For the purpose of balancing any imbalances in Shipper's account, Shipper may deliver or take quantities in excess of the above limitations in accordance with the provisions of Section 6 (Nominating, Scheduling, and Monitoring) and Section 7 (Capacity Allocation) of the General Terms and Conditions.

(d) Service rights under an FTS Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms

and Conditions. Service to a replacement shipper under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the applicable General Terms and Conditions.

(e) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Transportation Demand within the same Service Agreement and/or (ii) combine Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Transportation Demand. Transporter and Shipper may mutually agree to combine Service Agreements only to the extent that the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(e), each of the varying termination dates and associated volumes of Transportation Demand will be set forth on a separate Appendix A to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Transportation Demand within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined nominations or allocations, Transporter may advise Shippers under such combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

(f) Increase / Decrease of Transportation Demand. Appendix A of the Service Agreement will contain a stated Transportation Demand, provided however, that the Transporter and Shipper may mutually agree on a not unduly discriminatory basis to allow a Shipper to structure Transportation Demand to increase and decrease at pre-determined intervals on pre-determined dates. Transporter and Shipper will utilize the fill-in-the-blanks in Appendix A to specify the Begin Date, End Date, and volumes of Transportation Demand associated with each pre-determined interval. For purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff, Shipper shall have the right to retain the Transportation Demand in effect on the termination date of Shipper's Service Agreement.

(g) If the Transportation Demand is to be provided under one Service Agreement (Multi-Party Service Agreement) for multiple Shippers ("Principals") that have designated a party to act as administrator on their behalf ("Administrator"), Principals and Administrator shall provide notice of such to Transporter in the form of an executed Administrator Agreement, posted on Transporter's Electronic Bulletin Board, between Principals and Administrator. Principals and Administrator also shall provide sufficient information to verify:

- (1) that Principals collectively meet the “Shipper must have title” requirement as set forth in Section 23 (Warranty of Title to Gas) of the General Terms and Conditions;
- (2) that once the Administrator executes the Multi-Party Service Agreement, each Principal agrees that it is jointly and severally liable for all of the obligations of Shipper under the Multi-Party Service Agreement;
- (3) that Principals agree that they shall be treated collectively as one Shipper for nomination, allocation and billing purposes; and
- (4) that Principals collectively satisfy the requirements to request service, including the credit requirements under the provisions outlined in Section 3 (Requests for Service) and Section 9.6 (Creditworthiness of Shipper) of the General Terms and Conditions. Administrator will provide Transporter information on Principals to determine that Principals collectively satisfy the requirements to request service.

Administrator shall be permitted to unilaterally amend the Multi-Party Service Agreement to remove a Principal or to add a Principal that satisfies the requirements of Section 3 (Request for Service) and Section 9.6 (Creditworthiness of Shipper) of the General Terms and Conditions and of this Section 2(g). No such amendment shall be binding on Transporter prior to the date that notice thereof has been given to Transporter. In order for Principals to replace the Administrator of the Multi-Party Service Agreement, Principals must provide Transporter with notice in the form of a new, executed Administrator Agreement between Principals and the new Administrator. Transporter will require the new Administrator to enter a new Multi-Party Service Agreement on behalf of the Principals.

### 3. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than the applicable total effective maximum charges and no lower than the applicable total effective minimum charges set forth in the currently effective Part V.1 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 3(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 3(b) below, and specified in Shipper's FTS Service Agreement.

(1) Reservation Charge. The maximum Reservation Charge for each Month, assessed on each Dth of Transportation Demand specified in Shipper's FTS Service Agreement.

(2) Commodity Charge. The maximum Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.

(3) Overrun Charge. The applicable Overrun Charge per Dth of gas actually delivered on any Day during the Month in excess of Shipper's Transportation Demand.

(4) Surcharges. The surcharges applicable to this Rate Schedule.

(5) Processing Charge. If applicable under Section 25.3 of the General Terms and Conditions, the Processing Charge per Dth of gas processed by Transporter in its gas processing facilities.

(6) Gathering Charge. In the event that Transporter transports Shipper's gas through any pipeline classified as gathering, the Shipper shall pay the maximum Gathering Charges specified according to the currently effective Part V.14 (Currently Effective Rates, Gathering Rates) of this Tariff or the appropriate gathering service agreement for all gas transported through such pipeline during the billing month. Gas transported through the gathering meters shown in the list updated from time to time on Transporter's Electronic Bulletin Board, shall be subject to the applicable aforementioned gathering charge, provided that any such meter is located on or immediately upstream of pipelines classified as gathering plant on Transporter's books.

(c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) The Reservation Charge shall apply as of the date service is deemed to commence by the terms of Shipper's FTS Service Agreement.

(e) In addition to collecting the applicable charges and surcharges, Transporter shall retain from the gas tendered for transportation the effective Transportation Retainage Percentage set forth in the currently effective Part V.17 of this Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's FTS Service Agreement. That Transportation Retainage Percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.

#### 4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 39 and 43.

NTS RATE SCHEDULE  
NO-NOTICE TRANSPORTATION SERVICE

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and transportation and storage capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions, through construction of facilities, or pursuant to Transporter's Order No. 636 restructuring proceeding in FERC Docket No. RS92-5-000, (iii) Shipper has executed an NTS Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter (i) shall receive scheduled quantities from or on behalf of Shipper and shall deliver thermally equivalent scheduled quantities, less Retainage, to or for Shipper, and (ii) shall provide a gas supply quantity pursuant to which Shipper may, subject to the limitations and conditions set forth below, nominate Scheduled Daily Delivery Quantities in excess of its Scheduled Daily Receipt Quantity. Such service shall be provided on a firm basis and shall apply to all gas transported by Transporter for Shipper under this Rate Schedule up to the Transportation Demand set forth in Shipper's NTS Service Agreement.

(b) Service provided under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Transporter shall not be obligated on any Day to accept gas in excess of the lesser of (i) Shipper's Transportation Demand plus Retainage, or (ii) Shipper's Scheduled Daily Receipt Quantity. Transporter also shall not be obligated on any Day to deliver more gas to Shipper than the limitations prescribed by this Section 2. For the purpose of balancing any imbalances in Shipper's account, Shipper may deliver or take quantities in excess of the above limitations in accordance with the provisions of Section 6 (Nominating, Scheduling, and Monitoring) and Section 7 (Capacity Allocation) of the General Terms and Conditions.

(d) As of the date Shipper begins receiving service under this Rate Schedule, Shipper shall have a beginning Gas Supply Quantity (GSQ) balance of zero, Shipper may draw upon its

GSO up to a negative balance established at twice the Transportation Demand specified in Shipper's NTS Service Agreement, as set forth below. As Shipper takes gas under its GSQ (GSQ Draws), Shipper's remaining available GSQ quantities shall be reflected in a cumulative daily balance (GSQ Balance) arrived at by (i) subtracting from Shipper's current GSQ Balance Shipper's GSQ Draws on that Day, and (ii) adding to the resulting figure any quantities (less Retainage) received by Transporter on that Day for replenishment of Shipper's earlier GSQ Draws.

(e) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Transportation Demand within the same Service Agreement and/or (ii) combine Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Transportation Demand. Transporter and Shipper may mutually agree to combine Service Agreements only to the extent that the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(e), each of the varying termination dates and associated volumes of Transportation Demand will be set forth on a separate Appendix A to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Transportation Demand within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined nominations or allocations, Transporter may advise Shippers under such combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

(f) Unless otherwise designated by Shipper when scheduling service under this Rate Schedule in conjunction with service under Rate Schedules FSS or SIT, on any Day that Shipper has a GSQ Balance equal to or less than zero, but greater than a negative balance not exceeding twice the Shipper's Transportation Demand, Shipper shall be deemed to have made a GSQ Draw to the extent that its actual deliveries under this Rate Schedule, as determined in accordance with Section 8 (Meter Allocations) of the General Terms and Conditions, exceed Shipper's Scheduled Daily Receipt Quantity, less Retainage. Shipper's GSQ Draws may not (i) on any Day exceed Shipper's then current GSQ Balance, or Shipper's Transportation Demand, or (ii) in the aggregate exceed Shipper's GSQ. If Shipper's GSQ Balance exceeds a negative number that is two times the Transportation Demand specified in Shipper's NTS Service Agreement, Shipper shall not take and Transporter shall not be obligated to deliver quantities in excess of the lesser of (i) Shipper's Scheduled Daily Delivery Quantity, or (ii) the quantities actually received by Transporter for Shipper, less Retainage.

(g) Shipper shall tender to Transporter under this Rate Schedule quantities of gas sufficient to replace any GSQ Draws, and thereby fully replenish its GSQ to reach a GSO balance of zero, no later than the last Day of the Month immediately following the Month in which the GSQ Draws were taken. Such replenishment gas shall be scheduled under Shipper's applicable transportation Service Agreement as "GSQ Replenishment." Unless otherwise designated by Shipper when scheduling service under this Rate Schedule in conjunction with service under Rate Schedules FSS or SIT, Shipper shall be deemed to have replenished its GSQ to the extent that its actual deliveries under this Rate Schedule, as determined in accordance with Section 8 (Meter Allocations) of the General Terms and Conditions, are less than Shipper's Scheduled Daily Receipt Quantity, less Retainage. If Shipper's GSQ Draws are not replaced in a timely manner, the penalty provisions under this Rate Schedule shall apply.

(h) Shipper shall not under any circumstances be permitted to schedule or tender to Transporter, and Transporter shall not be obligated to receive, quantities of gas that would cause Shipper's GSQ Balance to exceed its GSQ.

(i) An NTS Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Any such released NTS capacity shall be treated as if it is capacity released under Transporter's FTS Rate Schedule, and the NTS service rights assigned shall not include a Gas Supply Quantity (GSQ) as under this Rate Schedule, unless (i) otherwise agreed by Transporter, or (ii) the release has the same primary delivery point(s) as the releasing Shipper's NTS Service Agreement. Service to a replacement shipper under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the applicable General Terms and Conditions. Such assignments shall not relieve a releasing Shipper from its obligation to replenish its GSQ Draws on a timely basis, as required by Section 2(f) of this Rate Schedule.

(j) If the Transportation Demand is to be provided under one Service Agreement (Multi-Party Service Agreement) for multiple Shippers ("Principals") that have designated a party to act as administrator on their behalf ("Administrator"), Principals and Administrator shall provide notice of such to Transporter in the form of an executed Administrator Agreement, posted on Transporter's Electronic Bulletin Board, between Principals and Administrator. Principals and Administrator also shall provide sufficient information to verify:

- (1) that Principals collectively meet the "Shipper must have title" requirement as set forth in Section 23 (Warranty of Title to Gas) of the General Terms and Conditions;
- (2) that once the Administrator executes the Multi-Party Service Agreement, each Principal agrees that it is jointly and severally liable for all of the obligations of Shipper under the Multi-Party Service Agreement;
- (3) that Principals agree that they shall be treated collectively as one Shipper for nomination, allocation and billing purposes; and

- (4) that Principals collectively satisfy the requirements to request service, including the credit requirements under the provisions outlined in Section 3 (Requests for Service) and Section 9.6 (Creditworthiness of Shipper) of the General Terms and Conditions. Administrator will provide Transporter information on Principals to determine that Principals collectively satisfy the requirements to request service.

Administrator shall be permitted to unilaterally amend the Multi-Party Service Agreement to remove a Principal or to add a Principal that satisfies the requirements of Section 3 (Request for Service) and Section 9.6 (Creditworthiness of Shipper) of the General Terms and Conditions and of this Section 2(j). No such amendment shall be binding on Transporter prior to the date that notice thereof has been given to Transporter. In order for Principals to replace the Administrator of the Multi-Party Service Agreement, Principals must provide Transporter with notice in the form of a new, executed Administrator Agreement between Principals and the new Administrator. Transporter will require the new Administrator to enter a new Multi-Party Service Agreement on behalf of the Principals.

### 3. SCHEDULING

(a) The scheduling provisions set forth in this Section are in addition to applicable provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions.

(b) Service under this Rate Schedule is offered on a no-notice basis. Within the limits of its current GSQ Balance, a Shipper under this Rate Schedule may change its Scheduled Daily Delivery Quantities at any time during the Day, provided that Shipper, through Transporter's EBB, shall provide the earliest possible advance notice of such changes to Transporter's Gas Controller. In no event shall such notice be given by Shipper later than one hour after Transporter's posting of deliveries for the final hour of that Day.

### 4. OPERATING CONDITIONS

In addition to the limitations and requirements set forth in applicable provisions of the General Terms and Conditions, Transporter reserves the right to restrict or preclude the availability of Shipper's GSQ quantities at any secondary delivery point if capacity is not available to deliver such quantities at those points.

### 5. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than the applicable total effective maximum charges and no lower than the applicable total effective minimum charges set forth in the currently effective Part V.3 of this Tariff, unless

otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 5(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 5(b) below and specified in Shipper's NTS Service Agreement.

(1) Reservation Charge. The maximum Reservation Charge for each Month, assessed on each Dth of Transportation Demand specified in Shipper's NTS Service Agreement.

(2) Commodity Charge. The maximum Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.

(3) Overrun Charge. The applicable Overrun Charge per Dth of gas actually delivered on any Day during the Month in excess of Shipper's Transportation Demand.

(4) Surcharges. The surcharges applicable to this Rate Schedule.

(5) Processing Charge. If applicable under Section 25.3 of the General Terms and Conditions, the Processing Charge per Dth of gas processed by Transporter in its gas processing facilities.

(6) Gathering Charge. In the event that Transporter transports Shipper's gas through any pipeline classified as gathering, the Shipper shall pay the maximum Gathering Charges specified according to the currently effective Part V.14 (Currently Effective Rates, Gathering Rates) of this Tariff or the appropriate gathering service agreement for all gas transported through such pipeline during the billing month. Gas transported through the gathering meters shown in the list updated from time to time on Transporter's Electronic Bulletin Board, shall be subject to the applicable aforementioned gathering charge, provided that any such meter is located on or immediately upstream of pipelines classified as gathering plant on Transporter's books.

(c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) The Reservation Charge shall apply as of the date service is deemed to commence by the terms of Shipper's NTS Service Agreement.

(e) In addition to collecting the applicable charges and surcharges, Transporter shall retain from the gas tendered for transportation, including quantities tendered for replenishment of GSQ Draws, the effective Transportation Retainage Percentage set forth in the currently effective Part V.17 of this Tariff, unless otherwise negotiated by Transporter and Shipper, and

specified in Shipper's NTS Service Agreement. That Transportation Retainage Percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions. Transporter shall not assess Transportation Retainage on GSQ Draws.

6. PENALTIES

(a) The penalties set forth in this Section are in addition to applicable penalties set forth at Section 19 (Penalties) of the General Terms and Conditions.

(b) If Shipper, during a given Month, does not deliver to Transporter quantities of gas under this Rate Schedule sufficient to replenish Shipper's outstanding GSQ Draws to reach a zero balance during the immediately preceding Month, Shipper shall pay Transporter a penalty for each Dth of such unreplenished GSQ Draws, grossed up for the Retainage percentage applicable to Transporter's NTS Rate Schedule. The penalty shall be 120 percent of the Spot Market Price for the Month during which such quantities are replenished by Transporter. For purposes of this Section, "Spot Market Price" shall mean, for the applicable Month, the contract index price for gas delivered to "Columbia Gas Transmission, LLC, Appalachia", as reported in Inside FERC's Gas Market Report or successor publication. Upon payment of such penalty, Shipper's GSQ Balance shall be restored to the extent of the quantities underlying the penalty payment, less Retainage.

(c) For purposes of calculating Penalty Revenues pursuant to Section 19.6 of the General Terms and Conditions, any amount above 100 percent of the Spot Market Price, net of Transporter's costs, will be treated as a penalty revenue to be credited back to non-offending Shippers.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 39 and 43.

NTS-S RATE SCHEDULE  
SUMMER HOURLY NO-NOTICE TRANSPORTATION SERVICE

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and transportation and storage capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions or through construction of facilities, (iii) Shipper has executed an NTS-S Service Agreement with Transporter, (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff, and (v) Transporter has not entered into an NTS-S Service Agreement with any other shipper at that delivery point.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall (i) receive scheduled quantities from or on behalf of Shipper and shall deliver thermally equivalent scheduled quantities, less Retainage, to or for Shipper, and (ii) shall provide a gas supply quantity pursuant to which Shipper may, subject to the limitations and conditions set forth below, nominate Scheduled Daily Delivery Quantities in excess of its Scheduled Daily Receipt Quantities.

(b) Service shall be provided on a firm basis and shall apply to all gas transported by Transporter for Shipper under this Rate Schedule up to the Maximum Hourly Quantity (MHQ) and up to the Maximum Daily Quantity (MDQ) set forth in Shipper's NTS-S Service Agreement. The MHQ shall be no less than 4.17 percent and no greater than 100 percent of the MDQ set forth in the Shipper's NTS-S Service Agreement.

(c) Transporter shall not be obligated on any Day to accept gas in excess of the lesser of (i) Shipper's Transportation Demand plus Retainage, or (ii) Shipper's Scheduled Daily Receipt Quantity. Transporter also shall not be obligated on any Day to deliver more gas to Shipper than the limitations prescribed by this Section 2. Transporter shall not be obligated on any hour to accept gas in excess of Shipper's Hourly Transportation Demand plus Retainage. Transporter also shall not be obligated during any hour to deliver more gas to Shipper than the limitations prescribed by this Section 2. For the purpose of balancing any imbalances in Shipper's account, Shipper may deliver or take quantities in excess of the above limitations in accordance with the provisions of Section 6 (Nominating, Scheduling, and Monitoring) and Section 7 (Capacity Allocation) of the General Terms and Conditions.

(d) Shipper shall have the ability in its valid request for service to request firm service for multiple sequential summer seasons.

(e) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to differing levels of MHQ and Transportation Demand for specified periods within the same Service Agreement. For each Service Agreement(s) executed in accordance with this Section 2(e), each of the varying volumes of MHQ and Transportation Demand will be specified in Appendix A to the Service Agreement.

(f) Service provided under this Rate Schedule shall (i) have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) be subject to operational flow orders to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(g) As of the date Shipper begins receiving service under this Rate Schedule, Shipper shall have a beginning Gas Supply Quantity (GSQ) balance of zero. Shipper may draw upon its GSQ up to a negative balance established at twice the Transportation Demand specified in Shipper's NTS-S Service Agreement, as set forth below. As Shipper takes gas under its GSQ (GSQ Draws), Shipper's remaining available GSQ quantities shall be reflected in a cumulative daily balance (GSQ Balance) arrived at by (i) subtracting from Shipper's current GSQ Balance Shipper's GSQ Draws on that Day, and (ii) adding to the resulting figure any quantities (less Retainage) received by Transporter on that Day for replenishment of Shipper's earlier GSQ Draws.

(h) Unless otherwise designated by Shipper when scheduling service under this Rate Schedule in conjunction with service under Rate Schedules FSS or SIT, on any Day that Shipper has a GSQ Balance equal to or less than zero, but greater than a negative balance not exceeding twice the Shipper's Transportation Demand, Shipper shall be deemed to have made a GSQ Draw to the extent that its actual deliveries under this Rate Schedule, as determined in accordance with Section 8 (Meter Allocations) of the General Terms and Conditions, exceed Shipper's Scheduled Daily Receipt Quantity, less Retainage. Shipper's GSQ Draws may not (i) on any Day exceed Shipper's then current GSQ Balance, or Shipper's Transportation Demand, or (ii) in the aggregate exceed Shipper's GSQ. If Shipper's GSQ Balance exceeds a negative number that is two times the Transportation Demand specified in Shipper's NTS-S Service Agreement, Shipper shall not take and Transporter shall not be obligated to deliver quantities in excess of the lesser of (i) Shipper's Scheduled Daily Delivery Quantity, or (ii) the quantities actually received by Transporter for Shipper, less Retainage.

(i) Shipper shall tender to Transporter under this Rate Schedule quantities of gas sufficient to replace any GSQ Draws, and thereby fully replenish its GSQ to reach a GSQ balance of zero, no later than the last Day of the Month immediately following the Month in which the GSQ Draws were taken. Such replenishment gas shall be scheduled under Shipper's applicable transportation Service Agreement as "GSQ Replenishment." Unless otherwise designated by Shipper when scheduling service under this Rate Schedule in conjunction with

service under Rate Schedules FSS or SIT, Shipper shall be deemed to have replenished its GSQ to the extent that its actual deliveries under this Rate Schedule, as determined in accordance with Section 8 (Meter Allocations) of the General Terms and Conditions, are less than Shipper's Scheduled Daily Receipt Quantity, less Retainage. If Shipper's GSQ Draws are not replaced in a timely manner, the penalty provisions under this Rate Schedule shall apply.

(j) Shipper shall not under any circumstances be permitted to schedule or tender to Transporter, and Transporter shall not be obligated to receive, quantities of gas that would cause Shipper's GSQ Balance to exceed its GSQ.

(k) An NTS-S Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Any such released NTS-S capacity shall be treated as if it is capacity released under Transporter's FTS Rate Schedule, and the NTS-S service rights assigned shall not include a Gas Supply Quantity (GSQ) as under this Rate Schedule, unless (i) otherwise agreed by Transporter, or (ii) the release has the same primary delivery point(s) as the releasing Shipper's NTS-S Service Agreement. Service to a replacement shipper under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the applicable General Terms and Conditions. Such assignments shall not relieve a releasing Shipper from its obligation to replenish its GSQ Draws on a timely basis, as required by Section 2(j) of this Rate Schedule.

(l) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Transportation Demand within the same Service Agreement and/or (ii) combine service agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Transportation Demand. Transporter and Shipper may mutually agree to combine Service Agreements only to the extent that the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(l), each of the varying termination dates and associated volumes of Transportation Demand will be set forth on a separate Appendix A to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Transportation Demand within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined nominations or allocations, Transporter may advise Shippers under such combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

(m) If the Transportation Demand is to be provided under one Service Agreement (Multi-Party Service Agreement) for multiple Shippers (“Principals”) that have designated a party to act as administrator on their behalf (“Administrator”), Principals and Administrator shall provide notice of such to Transporter in the form of an executed Administrator Agreement, posted on Transporter’s Electronic Bulletin Board, between Principals and Administrator. Principals and Administrator also shall provide sufficient information to verify:

- (1) that Principals collectively meet the “Shipper must have title” requirement as set forth in Section 23 (Warranty of Title to Gas) of the General Terms and Conditions;
- (2) that once the Administrator executes the Multi-Party Service Agreement, each Principal agrees that it is jointly and severally liable for all of the obligations of Shipper under the Multi-Party Service Agreement;
- (3) that Principals agree that they shall be treated collectively as one Shipper for nomination, allocation and billing purposes; and
- (4) that Principals collectively satisfy the requirements to request service, including the credit requirements under the provisions outlined in Section 3 (Requests for Service) and Section 9.6 (Creditworthiness of Shipper) of the General Terms and Conditions. Administrator will provide Transporter information on Principals to determine that Principals collectively satisfy the requirements to request service.

Administrator shall be permitted to unilaterally amend the Multi-Party Service Agreement to remove a Principal or to add a Principal that satisfies the requirements of Section 3 (Request for Service) and Section 9.6 (Creditworthiness of Shipper) of the General Terms and Conditions and of this Section 2(m). No such amendment shall be binding on Transporter prior to the date that notice thereof has been given to Transporter. In order for Principals to replace the Administrator of the Multi-Party Service Agreement, Principals must provide Transporter with notice in the form of a new, executed Administrator Agreement between Principals and the new Administrator. Transporter will require the new Administrator to enter a new Multi-Party Service Agreement on behalf of the Principals.

### 3. SCHEDULING

(a) The scheduling provisions set forth in this Section are in addition to applicable provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions.

(b) Service under this Rate Schedule is offered on a no-notice basis. Within the limits of its current GSQ Balance, a Shipper under this Rate Schedule may change its Scheduled Daily Delivery Quantities and Scheduled Hourly Delivery Quantities at any time

during the Day, provided that Shipper, through Transporter's EBB, shall provide the earliest possible advance notice of such changes to Transporter's Gas Controller and provided that such daily and hourly quantities do not exceed the MDQ and MHQ set forth in Shipper's NTS-S Service Agreement. In no event shall such notice be given by Shipper later than one hour after Transporter's posting of deliveries for the final hour of that Day.

4. OPERATING CONDITIONS

In addition to the limitations and requirements set forth in applicable provisions of the General Terms and Conditions, Transporter reserves the right to restrict or preclude the availability of Shipper's GSQ quantities at any secondary delivery point if capacity is not available to deliver such quantities at those points.

5. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than the applicable total effective maximum charges and no lower than the applicable total effective minimum charges set forth in the currently effective Part V.3 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 5(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper and specified in Shipper's NTS-S Service Agreement.

(1) Reservation Charge. The maximum Reservation Charge for each Month, assessed on each Dth of Transportation Demand specified in Shipper's NTS-S Service Agreement times 24 divided by the quotient of the MDQ divided by the MHQ as specified in the following formula:

NTS-S = NTS x (24/ EPF) where:

NTS-S = NTS-S Reservation Fee

NTS = Applicable NTS Reservation Fee

24 = Number of hours in a Gas Day

EPF = Expedited period of gas flow in hours corresponding with the shipper's accelerated flow rate, expressed in as the equation of: Maximum Daily Quantity (MDQ) under the NTS-S Agreement divided by the Maximum Hourly Quantity (MHQ) under the NTS-S Agreement

(2) Commodity Charge. The maximum Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.

(3) Overrun Charge. The applicable Overrun Charge specified in Shipper's NTS-S Service Agreement on each Dth of gas actually delivered on any Day during the Month in excess of Shipper's Transportation Demand.

(4) Surcharges. The surcharges applicable to this Rate Schedule.

(5) Processing Charge. If applicable under Section 25.3 of the General Terms and Conditions, the Processing Charge per Dth of gas processed by Transporter in its gas processing facilities.

(6) Gathering Charge. In the event that Transporter transports Shipper's gas through any pipeline classified as gathering, the Shipper shall pay the maximum Gathering Charges specified according to the currently effective Part V.14 (Currently Effective Rates, Gathering Rates) of this Tariff or the appropriate gathering service agreement for all gas transported through such pipeline during the billing month. Gas transported through the gathering meters shown in the list updated from time to time on Transporter's Electronic Bulletin Board, shall be subject to the applicable aforementioned gathering charge, provided that any such meter is located on or immediately upstream of pipelines classified as gathering plant on Transporter's books.

(c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) The Reservation Charge shall apply as of the date service is deemed to commence by the terms of Shipper's NTS-S Service Agreement.

(e) In addition to collecting the applicable charges and surcharges, Transporter shall retain from the gas tendered for transportation, including quantities tendered for replenishment of GSQ Draws, the effective Transportation Retainage Percentage set forth in the currently effective Part V.17 of this Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's NTS-S Service Agreement. That Transportation Retainage Percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions. Transporter shall not assess Transportation Retainage on GSQ Draws.

## 6. PENALTIES

(a) The penalties set forth in this Section are in addition to applicable penalties set forth at Section 19 (Penalties) of the General Terms and Conditions.

(b) If Shipper, during a given Month, does not deliver to Transporter quantities of gas under this Rate Schedule sufficient to replenish Shipper's outstanding GSQ Draws to reach a zero balance during the immediately preceding Month, Shipper shall pay Transporter a

penalty for each Dth of such unreplenished GSQ Draws, grossed up for the Retainage percentage applicable to Transporter's NTS-S Rate Schedule. The penalty shall be 120 percent of the Spot Market Price for the Month during which such quantities are replenished by Transporter. For purposes of this Section, "Spot Market Price" shall mean, for the applicable Month, the contract index price for gas delivered to "Columbia Gas Transmission, LLC, Appalachia", as reported in Inside FERC's Gas Market Report or successor publication. Upon payment of such penalty, Shipper's GSQ Balance shall be restored to the extent of the quantities underlying the penalty payment, less Retainage.

(c) For purposes of calculating Penalty Revenues pursuant to Section 19.6 of the General Terms and Conditions, any amount above 100 percent of the Spot Market Price, net of Transporter's costs, will be treated as a penalty revenue to be credited back to non-offending Shippers.

#### 7. CONVERSION RIGHT

Transporter and Shipper may mutually agree, on a not-unduly discriminatory basis and subject to operational availability, to convert all or a portion of Shipper's service entitlements under Rate Schedules FTS and OPT to an equivalent level of service entitlements under this rate schedule, for a term to be agreed-upon by Transporter and Shipper. A Shipper that converts its service entitlements under this provision will retain its winter period (November 1 - March 31) OPT and/or FTS firm transportation capacity. A Shipper that does not permanently convert its FTS and/or OPT service entitlements under this provision will revert to OPT and/or FTS firm transportation capacity once the mutually agreed-to term under this rate schedule expires.

#### 8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof.

ITS RATE SCHEDULE  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Shipper has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, and Transporter has awarded capacity to Shipper under the provisions of this Rate Schedule, through construction of facilities, or pursuant to Transporter's Order No. 636 restructuring proceedings in Docket No. RS92-5-000, (iii) Shipper has executed an ITS Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall receive scheduled quantities from or on behalf of Shipper and shall deliver thermally equivalent scheduled quantities, less Retainage, to or for Shipper. Such service shall be provided on an interruptible basis and shall apply to all gas transported by Transporter for Shipper under this Rate Schedule, up to the Transportation Quantity set forth in Shipper's ITS Service Agreement.

(b) Service provided under this Rate Schedule shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption as provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions. Service under this Rate Schedule shall be subject to operational flow orders to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Transporter shall not be obligated on any Day to accept gas in excess of the lesser of (i) Shipper's Transportation Quantity plus Retainage, or (ii) Shipper's Scheduled Daily Receipt Quantity. Transporter also shall not be obligated on any Day to deliver more gas to Shipper than the lesser of (i) Shipper's Transportation Quantity, (ii) Shipper's Scheduled Daily Delivery Quantity, or (iii) the quantity of gas Transporter receives for Shipper less Retainage. For the purpose of balancing any imbalances in Shipper's account, Shipper may deliver or take quantities in excess of the above limitations in accordance with the provisions of Section 6 (Nominating, Scheduling, and Monitoring) and Section 7 (Capacity Allocation) of the General Terms and Conditions.

(d) The interconnections at which service shall be made available under this Rate Schedule will be maintained on a Master List of Interconnections (MLI) posted by Transporter

on its Electronic Bulletin Board (EBB). The interconnection points on the MLI shall be incorporated by reference in Shipper's ITS Service Agreements.

(e) During any Month, Shipper shall not be permitted to increase its existing flowing quantities under this Rate Schedule, regardless of the Transportation Quantity set forth in Shipper's ITS Service Agreement, if such increase would cause a reduction of existing quantities flowing on Transporter's system under any other Service Agreement of equal or higher priority. A scheduled temporary reduction in the quantities being transported, if requested by Shipper and approved by Transporter, shall not reduce the level of Shipper's existing quantities flowing on Transporter's system for purposes of this paragraph.

(f) Service rights under an ITS Service Agreement may not be released and assigned.

### 3. BIDDING PROCEDURE

(a) Transporter shall post a notice on its EBB setting forth: (i) the interruptible transportation capacity it anticipates will be available for the upcoming Month at each applicable receipt and delivery point; and (ii) the Minimum Bid Rate, inclusive of applicable surcharges for such capacity. The Minimum Bid Rate shall not be higher than the total effective Maximum ITS Rate set forth in Transporter's Tariff.

(b) Shippers seeking to obtain all or a portion of that capacity shall, through Transporter's EBB, submit their bids for the capacity to Transporter, together with their nominations of service (i.e., the quantity bid at each nominated point) under the provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. Multiple bids may be submitted, and bids may be withdrawn prior to the nomination deadline. Bids must comply with Section 3(c) below. All bidding shall be open until the nomination deadline. Transporter shall post on its EBB all bids received including quantities and receipt and delivery points.

(c) Shipper's bid for capacity under this Rate Schedule shall state the rate Shipper is offering to pay for the service it has nominated in terms of cents per Dth ( $\text{¢/Dth}$ ) to the nearest hundredth of a cent (00.00 $\text{¢}$ ). Shipper's bid rate shall be no lower than the Minimum Bid Rate and no higher than the total effective Maximum ITS Rate as set forth in Section 5.4 of this Tariff. Bids submitted for higher than the Maximum ITS Rate shall be deemed to be at the Maximum ITS Rate. Bids submitted for higher than a previously agreed to discounted rate shall be deemed to supersede such discounted rate. Transporter may reject any bids: (i) for an amount lower than the Minimum Bid Rate; or (ii) from bidders that do not currently have an ITS Service Agreement with Transporter.

(d) At the close of the Bidding Period, Transporter shall allocate the capacity available under this Rate Schedule based upon the respective bid rates received during the Bidding Period for that capacity, and in accordance with the provisions of Section 7 (Capacity Allocation) of the General Terms and Conditions. As soon as possible after Transporter

allocates capacity, it shall notify winning Shippers electronically through Transporter's EBB of the quantities awarded to Shippers at the rate bid. Transporter shall not subsequently discount any winning bid rates. All bids accepted between the Minimum Bid Rate and the Maximum ITS Rate shall be deemed to be selective discounts and shall be reported under any Commission regulations applicable to such selective discounts.

(e) Transporter, on a daily basis during a Month, shall post a notice on its EBB setting forth the interruptible capacity that it estimates is available. Shippers may submit bids for such capacity during the Month together with their nominations for service (i.e., the quantity bid at each nominated point under the provisions of Section 6 (Nominating, Scheduling and Monitoring) of the General Terms and Conditions). The deadlines for bidding for such capacity shall be the same as the nomination deadlines specified in Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. Multiple bids may be submitted throughout the Month, and bids may be withdrawn at any time prior to the nomination deadline. Bids must comply with Section 3(c) above.

(f) Those Shippers which have been awarded capacity may, subsequently during that Month, withdraw their bids and their related nominations, or portions thereof, prior to the daily nomination deadlines specified in Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. In that event, Transporter will cease transportation with respect to the withdrawn portion of the nomination.

(g) All capacity awarded to a Shipper hereunder must be accepted by Shipper.

#### 4. RATE

(a) The unit rate charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than the applicable total effective maximum rate charges and no lower than the applicable total effective minimum rate charges set forth in the currently effective Part V.4 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 4(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter Shipper's bid rate, which shall include the charges set forth below unless a lower discounted rate is specified in Shipper's ITS Service Agreement.

(1) Commodity Charge. A Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.

(2) Surcharges. The surcharges applicable to this Rate Schedule.

(3) Processing Charge. If applicable under Section 25.3 of the General Terms and Conditions, the Processing Charge per Dth of gas processed by Transporter in its gas processing facilities.

(4) Gathering Charge. In the event that Transporter transports Shipper's gas through any pipeline classified as gathering, the Shipper shall pay the maximum Gathering Charges specified according to the currently effective Part V.14 (Currently Effective Rates, Gathering Rates) of this Tariff or the appropriate gathering service agreement for all gas transported through such pipeline during the billing month. Gas transported through the gathering meters shown in the list updated from time to time on Transporter's Electronic Bulletin Board, shall be subject to the applicable aforementioned gathering charge, provided that any such meter is located on or immediately upstream of pipelines classified as gathering plant on Transporter's books.

(c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) In addition to collecting the applicable charges and surcharges, Transporter shall retain from the gas tendered for transportation the effective Transportation Retainage Percentage set forth in the currently effective Part V.17 of this Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's ITS Service Agreement. That Transportation Retainage Percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.

5. GENERAL TERMS AND CONDITIONS.

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 12, 14, 39, 40, 42 and 43.

GTS RATE SCHEDULE  
GENERAL TRANSPORTATION SERVICE

1. AVAILABILITY

(a) Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper that as of May 18, 1992, either was a Shipper under Transporter's SGS Rate Schedule or had an executed Precedent Agreement with Transporter for service under the SGS Rate Schedule, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Transporter has awarded capacity to Shipper pursuant to Transporter's Order No. 636 restructuring proceeding in FERC Docket No. RS92-5-000, (iii) Shipper has executed a GTS Service Agreement with Transporter for a Transportation Demand not exceeding 10,000 Dth per Day, and (iv) Shipper complies with all applicable provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter under this Rate Schedule (i) shall receive scheduled quantities from or on behalf of Shipper and shall deliver thermally equivalent quantities, less Retainage, to or for Shipper, and (ii) shall inject and store quantities and withdraw thermally equivalent quantities, less storage gas loss, for Shipper. Such service shall be provided on a firm basis and shall apply to all gas (i) received for Shipper under this Rate Schedule up to the Maximum Daily Quantity (MDQ) set forth in Shipper's GTS Service Agreement, (ii) stored by Transporter for Shipper under this Rate Schedule up to the Storage Contract Quantity (SCQ) set forth in Shipper's GTS Service Agreement, and (iii) delivered by Transporter to or for Shipper under this Rate Schedule up to the Transportation Demand set forth in Shipper's GTS Service Agreement.

(b) Shipper shall schedule its Scheduled Daily Receipt Quantity in accordance with the provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. The sum of the receipt quantities at all of Shipper's primary receipt points may not exceed the Maximum Daily Quantity specified in Shipper's GTS Service Agreement.

(c) Shipper may schedule deliveries under this Rate Schedule on a no-notice basis, provided, however, that Transporter may require advance communication of changes in deliveries if it determines such communications necessary. Shipper may overrun its Transportation Demand on a given day to serve its historic service area if such overrun is made necessary by weather or other conditions beyond Shipper's control. To the extent that service is provided for deliveries to Shipper's historic service area, the Maximum Hourly Delivery Obligation limitations set forth in Section 9 (Operating Conditions) of the General Terms and Conditions shall not apply.

If Shipper's Transportation Demand is less than 10,000 Dth per day, Shipper may request from Transporter an increase up to a Transportation Demand of 10,000 Dth per day, provided that (i) Shipper's request complies with the provisions of Section 3 (Requests for Service) of the General Terms and Conditions, (ii) such requested increase is to provide service to Shipper's historic service area, and (iii) such requested increase would not result in Shipper's total Transportation Demand under its GTS Service Agreement with Transporter exceeding 10,000 Dth per day. Transporter may approve such a request if the capacity necessary to satisfy the request is available on its system or Transporter agrees to construct facilities to provide such capacity.

(d) Transporter shall store gas for Shipper in order to provide such gas to Shipper on the "no-notice" basis set forth herein up to the SCQ set forth in Shipper's GTS Service Agreement. Variances between actual deliveries of gas to or for Shipper and actual receipts of gas to or for Shipper on the same Day, less Retainage, shall be debited or credited to Shipper's storage account under this Rate Schedule, up to its SCQ. Shipper may in this manner withdraw from quantities actually in storage a cumulative quantity up to its SCQ, and a quantity in excess of its SCQ, up to twice its Transportation Demand; provided that, no later than 30 days after Transporter gives notice to Shipper, Shipper shall tender to Transporter quantities of gas in excess of its current deliveries sufficient to replenish all such quantities delivered from storage in excess of SCQ. If Shipper fails to replenish any such amounts in excess of SCQ withdrawn from storage, Shipper shall be subject to operational flow orders or interruption orders, and associated penalties, as set forth in Sections 2 and 6 of this Rate Schedule.

(e) Service provided under this Rate Schedule, including all injections and withdrawals from storage under this Rate Schedule, (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders to the extent provided in this Rate Schedule and in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(f) Shipper shall remain responsible for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter periodically shall report to Shipper the quantities in storage, allocated by State, to enable Shipper to calculate and pay all taxes associated with its storage quantities. Storage gas inventory owned by GTS shippers (a) in West Virginia shall be deemed to be in West Virginia storage fields, (b) in Ohio shall be deemed to be in Ohio storage fields, and (c) in Pennsylvania and Kentucky shall be deemed to be in Pennsylvania storage fields. With regard to Shippers under this Rate Schedule, all of Transporter's storage fields shall be treated conjunctively within each such State. Each Shipper's storage gas shall be deemed to be proportionally allocated to all of Transporter's storage fields in the applicable States based on total working gas in storage in those States.

(g) A GTS Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions,

and subject to the provisions set forth in this Rate Schedule. Any such assignments shall not relieve a releasing Shipper from its obligation to replenish any deficiency in its SCQ on a timely basis, as required by Section 2(d) of this Rate Schedule.

3. MINIMUM FIXED COST CONTRIBUTION (MFCC)

(a) Each Shipper under this Rate Schedule shall have an Annual GTS Quantity set forth in its Service Agreement representing the quantities to be utilized to determine whether Shipper is subject to an MFCC under this Rate Schedule during the Contract Year (November 1 through October 31). Such Annual GTS Quantity shall not serve as a limitation on Shipper's throughput. For a Contract Year commencing on or after November 1, 1993, if a Shipper and its replacement shippers transport less than 65% of that Shipper's Annual GTS Quantity (the Threshold GTS Quantity), that Shipper shall be assessed an MFCC charge; provided that the aggregate quantities transported by all Shippers and their replacement shippers under this Rate Schedule during that Contract Year total less than the aggregate Threshold GTS Quantities of all Shippers.

(b) If, after the end of any Contract Year, Transporter determines that aggregate quantities transported by all Shippers and their replacement shippers under this Rate Schedule during that Contract Year totaled less than the aggregate Threshold GTS Quantities of all Shippers, Transporter shall assess an MFCC charge to each Shipper that failed to satisfy its Threshold GTS Quantity. That MFCC charge shall be calculated by multiplying (i) the fixed costs per Dth imbedded in the currently maximum effective one-part rate for service under this Rate Schedule first by (ii) the net Deficiency Quantity of all Shippers under this Rate Schedule, then by (iii) the ratio of Shipper's GTS Transportation Deficiency Quantity (Shipper's Threshold GTS Quantity minus the actual quantities it and its replacement shippers transported) to the gross Transportation Deficiency Quantity incurred by deficient Shippers under this Rate Schedule. The MFCC charge shall be billed to Shipper in 5 equal installments during the next succeeding January - May Billing Months, with carrying charges at the Commission-approved rate accruing from the close of the preceding Contract Year.

4. RECEIPT AND DELIVERY

Shippers under this Rate Schedule shall have flexible primary and secondary receipt point authority in accordance with the provisions of Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions. Flexible primary and secondary delivery point authority under this Rate Schedule shall only be available, in Transporter's reasonable discretion, to enable Shipper to provide increased service, up to the maximum quantities available under this Rate Schedule, within Shipper's historic service area.

5. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than the applicable total effective maximum charges and no lower than the applicable

total effective minimum charges set forth in the currently effective Part V.5 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 5(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Sections 5(b) below and specified in Shipper's GTS Service Agreement.

(1) Minimum Fixed Cost Contribution. The demand surcharge, if any, calculated in accordance with Section 3 of this Rate Schedule.

(2) Commodity Charge. The maximum Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.

(3) Surcharges. The surcharges applicable to this Rate Schedule.

(4) Processing Charge. If applicable under Section 25.3 of the General Terms and Conditions, the Processing Charge per Dth of gas processed by Transporter in its gas processing facilities.

(5) Gathering Charge. In the event that Transporter transports Shipper's gas through any pipeline, classified as gathering, the Shipper shall pay the maximum Gathering Charges specified according to the currently effective Part V.14 (Currently Effective Rates, Gathering Rates) of this Tariff or the appropriate gathering service agreement for all gas transported through such pipeline during the billing month. Gas transported through the gathering meters shown in the list updated from time to time on Transporter's Electronic Bulletin Board, shall be subject to the applicable aforementioned gathering charge, provided that any such meter is located on or immediately upstream of pipelines classified as gathering plant on Transporter's books.

(c) The charges described above are subject to the adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) From the quantities delivered into storage for Shipper, Transporter shall retain the Storage Gas Loss Retainage Percentage specified in the currently effective Part V.17. That percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.

(e) In addition to collecting the applicable charges and surcharges, Transporter shall retain from the gas tendered for transportation the effective Transportation Retainage Percentage set forth in the currently effective Part V.17 of this Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's GTS Service Agreement. That

Transportation Retainage Percentage shall be subject to the adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.

(f) Notwithstanding the provisions in Section 22 (Possession of Gas) of the General Terms and Conditions, Shipper shall be responsible for obtaining its own insurance or self-insuring for any gas in storage, and shall hold Transporter harmless from any loss, cost, or expense arising from any loss of storage gas that results from a force majeure event.

6. PENALTIES

(a) If Shipper fails to interrupt service as directed by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and thereby takes gas from or tenders gas to Transporter in excess of 103 percent of the lowered Scheduled Daily Receipt or Delivery Quantity (Lowered Quantity) set by Transporter's interruption order, Shipper shall be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey.

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey shall be assessed to Shipper for all quantities in violation of that operational flow order.

7. CONVERSION RIGHT

(a) A Shipper under this Rate Schedule shall have a one-time, irrevocable right to convert all of its service entitlements under this Rate Schedule to an equivalent level of service entitlements under Transporter's FTS, NTS, SST, and FSS Rate Schedules, provided that Shipper gives written notice of its intent to convert at least one year in advance of exercise of such conversion right, or within such lesser time period agreed to by Transporter. After exercising such conversion right, a Shipper may not later return any of the converted service rights to service under the GTS Rate Schedule.

(b) A Shipper's level of service entitlements under Transporter's FTS, NTS, SST, and FSS Rate Schedules upon conversion of its service entitlements under this Rate Schedule shall be determined as follows: (i) Shipper's Storage Contract Quantity under Transporter's FSS Rate Schedule shall equal Shipper's Storage Contract Quantity set forth in its GTS Service Agreement; (ii) Shipper's Maximum Daily Storage Quantity under Transporter's FSS Rate Schedule shall equal Shipper's Transportation Demand set forth in its GTS Service Agreement less Shipper's Maximum Daily Quantity set forth in its GTS Service Agreement; (iii) Shipper's Transportation Demand under Transporter's SST Rate Schedule shall be determined in accordance with Section 2(a) of Transporter's SST Rate Schedule and using the Maximum Daily Storage Quantity determined in item (ii) above; and (iv) Shipper's Transportation Demand under Transporter's FTS Rate Schedule shall equal the Maximum Daily Quantity set forth in its GTS Service Agreement. Shipper may elect to take any portion of its FTS Transportation Demand as calculated in item (iv) immediately above under Transporter's NTS Rate Schedule.

8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 19.1, 19.2, 19.4, 40, and 42.

OPT RATE SCHEDULE  
OFF-PEAK FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions or through construction of facilities, (iii) Shipper has executed an OPT Service Agreement with Transporter; and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall receive scheduled quantities from or on behalf of Shipper and shall deliver thermally equivalent scheduled quantities, less Retainage, to or for Shipper. Such service shall be made available on a firm basis, subject to the limitations set forth in this Rate Schedule, and shall apply to all gas transported by Transporter for Shipper under this Rate Schedule, up to the Transportation Demand set forth in Shipper's OPT Service Agreement.

(b) Service provided under this Rate Schedule (i) shall have the priority specified in this Rate Schedule and in Section 7 (Capacity Allocation) of the General Terms and Conditions, and (ii) shall be subject to interruption to the extent provided in this Rate Schedule, in Shipper's OPT Service Agreement, and in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Service provided under this Rate Schedule may at Transporter's reasonable discretion be interrupted, consecutively or nonconsecutively, for a maximum term of up to either 30 or 60 days between November 1 of any year and the next succeeding March 31. Such interruption term shall be stated in Shipper's OPT Service Agreement. Transporter may extend the number of days of interruption, if necessary, as provided in Section 3 of this Rate Schedule.

(d) Service under this Rate Schedule shall be available for an initial minimum term of one year, and thereafter for succeeding one year increments.

(e) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Transportation Demand within the same Service Agreement and/or (ii) combine Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for

specified volumes of Transportation Demand. Transporter and Shipper may mutually agree to combine Service Agreements only to the extent that the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(e), each of the varying termination dates and associated volumes of Transportation Demand will be set forth on a separate Appendix A to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Transportation Demand within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined nominations or allocations, Transporter may advise Shippers under such combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

(f) Transporter shall not be obligated on any Day to accept gas in excess of the lesser of (i) Shipper's Transportation Demand plus Retainage, or (ii) Shipper's Scheduled Daily Receipt Quantity. Transporter also shall not be obligated on any Day to deliver more gas to Shipper than the lesser of (i) Shipper's Transportation Demand, (ii) Shipper's Scheduled Daily Delivery Quantity or (iii) the quantity of gas Transporter receives for Shipper less Retainage. For the purpose of balancing any imbalances in Shipper's account, Shipper may deliver or take quantities in excess of the above limitations in accordance with the provisions of Section 6 (Nominating, Scheduling, and Monitoring) and Section 7 (Capacity Allocation) of the General Terms and Conditions.

(g) Service rights under an OPT Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a replacement shipper under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the applicable General Terms and Conditions.

(h) If the Transportation Demand is to be provided under one Service Agreement (Multi-Party Service Agreement) for multiple Shippers ("Principals") that have designated a party to act as administrator on their behalf ("Administrator"), Principals and Administrator shall provide notice of such to Transporter in the form of an executed Administrator Agreement, posted on Transporter's Electronic Bulletin Board, between Principals and Administrator. Principals and Administrator also shall provide sufficient information to verify:

(1) that Principals collectively meet the "Shipper must have title" requirement as set forth in Section 23 (Warranty of Title to Gas) of the General Terms and Conditions;

(2) that once the Administrator executes the Multi-Party Service Agreement, each Principal agrees that it is jointly and severally liable for all of the obligations of Shipper under the Multi-Party Service Agreement;

(3) that Principals agree that they shall be treated collectively as one Shipper for nomination, allocation and billing purposes; and

(4) that Principals collectively satisfy the requirements to request service, including the credit requirements under the provisions outlined in Section 3 (Requests for Service) and Section 9.6 (Creditworthiness of Shipper) of the General Terms and Conditions. Administrator will provide Transporter information on Principals to determine that Principals collectively satisfy the requirements to request service.

Administrator shall be permitted to unilaterally amend the Multi-Party Service Agreement to remove a Principal or to add a Principal that satisfies the requirements of Section 3 (Request for Service) and Section 9.6 (Creditworthiness of Shipper) of the General Terms and Conditions and of this Section 2(h). No such amendment shall be binding on Transporter prior to the date that notice thereof has been given to Transporter. In order for Principals to replace the Administrator of the Multi-Party Service Agreement, Principals must provide Transporter with notice in the form of a new, executed Administrator Agreement between Principals and the new Administrator. Transporter will require the new Administrator to enter a new Multi-Party Service Agreement on behalf of the Principals.

### 3. OPERATING CONDITIONS

(a) Service under this Rate Schedule is subject to the operating conditions set forth in this Section and in applicable provisions of the General Terms and Conditions.

(b) Transporter in its reasonable discretion may interrupt service to Shippers under this Rate Schedule, consecutively or nonconsecutively, up to the number of days (30 or 60) provided in Shipper's OPT Service Agreement with Transporter. Based on forecasted system conditions, Transporter will post a notice at least 24 hours prior to the start of the Gas Day informing shippers of the anticipated availability of service under this Rate Schedule. If, based on forecasted system conditions, OPT is listed as "unavailable" in the advance notice, Shippers will still be permitted, but will not be required, to submit nominations for service and days of allowable interruption will be calculated as set forth in Section 3(d), below. If shippers elect not to submit a nomination for service under Rate Schedule OPT, services with a lower scheduling priority may be scheduled to the extent capacity is available.

(c) In allocating such interruptions among those Shippers receiving service on the portion of Transporter's system in which interruptions are to be made, Transporter shall (i) interrupt service to those Shippers having the greatest number of days of allowable interruption remaining during that November 1 - March 31 period, and (ii) among those Shippers with an equal number of remaining days of allowable interruption, on a pro rata basis.

Alternatively, Transporter shall interrupt service in accordance with an alternate allocation methodology if, before issuance of any notices of interruptions, such methodology has been agreed to in writing by Transporter and all Shippers whose service would be affected. If weather or other circumstances beyond Transporter's control mandate interruptions at delivery points for more than the number of days specified in Shipper's Service Agreement, service under this Rate Schedule shall be interrupted before service under other firm Rate Schedules and the provisions of paragraph (f) below shall apply.

(d) For purposes of calculating periods of allowable interruption under this Rate Schedule an interruption at a secondary delivery point shall not reduce Shipper's number of remaining days available for interruption. An interruption at a primary delivery point shall constitute an interruption for purposes of this Rate Schedule whenever Transporter notifies Shipper twenty-four (24) hours in advance of the Gas Day that Transporter will be unable to render service up to the level of Transportation Demand specified in the OPT Service Agreement. Days of interruption at primary delivery points shall be calculated as follows:

(1) A day of interruption shall be deducted from Shipper's number of remaining days of allowable interruption for each Day upon which Shipper is allocated a level of capacity equivalent to less than 50 percent of Shipper's nominated quantity.

(2) A half day of interruption shall be deemed to have occurred and shall be deducted from Shipper's number of remaining days of allowable interruption on any Day on which Transporter notifies Shipper that Transporter will be able to render service at a level equal to or greater than 50 percent, but less than 100 percent, of Shipper's nominated quantity; provided, however, that a full day of interruption shall be deducted from Shipper's number of remaining days of allowable interruption if, on any Day on which Transporter makes less than Shipper's full Transportation Demand available, Shipper actually utilizes less than 50 percent of its nominated quantity.

(3) A day of interruption shall be deducted from Shipper's number of remaining days of allowable interruption for each Day Shipper does not submit a nomination for this service following notification by Transporter twenty-four (24) hours in advance of the Gas Day that Transporter will be unable to render service up to the level of Transportation Demand specified in the OPT Service Agreement.

(e) If Transporter provides advance notice that service under this Rate Schedule will not be available, Shipper will not be entitled to a day of interruption if Shipper nominates and is allocated its full Transportation Demand. Days of interruption when Shipper nominates and is allocated less than its full Transportation Demand shall be determined in accordance with Section 3 (d), above.

(f) If circumstances beyond Transporter's control mandate interruptions of service in excess of the number of days of allowable interruption stated in Shipper's OPT Service Agreement, Transporter shall provide a demand charge credit to Shipper for each such additional

day of interruption. That credit shall constitute Shipper's exclusive remedy for any such interruptions.

4. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than the applicable total effective maximum charges and no lower than the applicable total effective minimum charges set forth in the currently effective Part V.6 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 4(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 4(b) below and specified in Shipper's OPT Service Agreement.

(1) Reservation Charge. The maximum Reservation Charge for each Month, assessed on each Dth of Transportation Demand specified in Shipper's OPT Service Agreement.

(2) Commodity Charge. The maximum Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.

(3) Overrun Charge. The applicable Overrun Charge per Dth of gas actually delivered on any Day during the Month in excess of Shipper's Transportation Demand.

(4) Surcharges. The surcharges applicable to this Rate Schedule.

(5) Processing Charge. If applicable under Section 25.3 of the General Terms and Conditions, the Processing Charge per Dth of gas processed by Transporter in its gas processing facilities.

(6) Gathering Charge. In the event that Transporter transports Shipper's gas through any pipeline classified as gathering, the Shipper shall pay the maximum Gathering Charges specified according to the currently effective Part V.14 (Currently Effective Rates, Gathering Rates) of this Tariff or the appropriate gathering service agreement for all gas transported through such pipeline during the billing month. Gas transported through the gathering meters shown in the list updated from time to time on Transporter's Electronic Bulletin Board, shall be subject to the applicable aforementioned gathering charge, provided that any such meter is located on or immediately upstream of pipelines classified as gathering plant on Transporter's books.

(c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) The Reservation Charge shall apply as of the date service is deemed to commence by the terms of Shipper's OPT Service Agreement.

(e) In addition to collecting the applicable charges and surcharges, Transporter shall retain from the gas tendered for transportation the Transportation Retainage Percentage set forth in the currently effective Part V.17 of this Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's OPT Service Agreement. That Transportation Retainage Percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.

5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 39 and 43.

TPS RATE SCHEDULE  
THIRD PARTY STORAGE TRANSPORTATION

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper receiving service from a Third Party Storage Company, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions or through construction of facilities, (iii) Shipper is a Shipper under a Third Party Storage Company's rate schedule and has executed a Service Agreement with the Third Party Storage Company and a TPS Service Agreement with Transporter, and (iv) Shipper and Third Party Storage Company comply with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter under this Rate Schedule shall receive scheduled quantities from or on behalf of Shipper and shall deliver thermally equivalent scheduled quantities, less Retainage, to or for Shipper. Subject to the limitations set forth at Section 2(c) of this Rate Schedule, such service shall be provided on a firm basis within Shipper's Transportation Demand. Prior to the commencement of service under this Rate Schedule, Shipper shall be required to inform Transporter of its MDSQ, MDWQ and MDIQ quantities where there is a primary delivery point obligation to Transporter's system as set forth in its Service Agreement with the Third Party Storage Company. Shipper shall also be required to contract with the Third Party Storage Company such that the Third Party Storage Company will immediately notify Transporter of changes in Shipper's MDSQ, MDWQ, and MDIQ quantities on the Third Party Storage Company as they may change from time to time.

(b) Service provided under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to Operational Flow Orders to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Transporter shall not be obligated on any Day to accept gas in excess of the lesser of (i) Shipper's Transportation Demand plus Retainage, or (ii) Shipper's Scheduled Daily Receipt Quantity. Transporter shall also not be obligated on any day to deliver more gas to Shipper than the lesser of (i) Shipper's Transportation Demand, (ii) Shipper's Scheduled Daily Delivery

Quantity, or (iii) the quantity of gas Transporter receives for Shipper less Retainage. Transporter, at its option and without penalty, may deliver quantities in excess of the above limitations.

(d) The initial primary receipt point for gas to be transported under this Rate Schedule is limited to Transporter's interconnection point(s) with the Third Party Storage Company, and shall be specified in Shipper's Service Agreement. Shipper shall have flexible primary and secondary receipt point authority and shall have flexible primary or secondary delivery point authority for service under this Rate Schedule, as set forth at Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions. To the extent that the Shipper changes its initial primary receipt point after service commences to any other non-Third Party Storage Company receipt point on Transporter's system, service under this Rate Schedule shall be treated as if Shipper's capacity is being provided under Transporter's FTS Rate Schedule. To the extent that a Shipper changes its initial primary receipt point after service commences to another Third Party Storage Company receipt point on Transporter's system, service may continue to be provided under this Rate Schedule subject to Transporter's reasonable discretion.

(e) Service rights under a TPS Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Any such released capacity shall be treated as if it is capacity released under Transporter's FTS Rate Schedule, unless otherwise agreed by Transporter. Service to a Replacement Shipper under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule, and in the General Terms and Conditions.

(f) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Transportation Demand within the same Service Agreement and/or (ii) combine Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Transportation Demand. Transporter and Shipper may mutually agree to combine Service Agreements only to the extent that the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(f), each of the varying termination dates and associated volumes of Transportation Demand will be set forth on a separate Appendix A to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Transportation Demand within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined nominations or allocations, Transporter may advise Shippers under such combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

(g) If the Transportation Demand is to be provided under one Service Agreement (Multi-Party Service Agreement) for multiple Shippers (“Principals”) that have designated a party to act as administrator on their behalf (“Administrator”), Principals and Administrator shall provide notice of such to Transporter in the form of an executed Administrator Agreement, posted on Transporter’s Electronic Bulletin Board, between Principals and Administrator. Principals and Administrator also shall provide sufficient information to verify:

- (1) that Principals collectively meet the “Shipper must have title” requirement as set forth in Section 23 (Warranty of Title to Gas) of the General Terms and Conditions;
- (2) that once the Administrator executes the Multi-Party Service Agreement, each Principal agrees that it is jointly and severally liable for all of the obligations of Shipper under the Multi-Party Service Agreement;
- (3) that Principals agree that they shall be treated collectively as one Shipper for nomination, allocation and billing purposes; and
- (4) that Principals collectively satisfy the requirements to request service, including the credit requirements under the provisions outlined in Section 3 (Requests for Service) and Section 9.6 (Creditworthiness of Shipper) of the General Terms and Conditions. Administrator will provide Transporter information on Principals to determine that Principals collectively satisfy the requirements to request service.

Administrator shall be permitted to unilaterally amend the Multi-Party Service Agreement to remove a Principal or to add a Principal that satisfies the requirements of Section 3 (Request for Service) and Section 9.6 (Creditworthiness of Shipper) of the General Terms and Conditions and of this Section 2(g). No such amendment shall be binding on Transporter prior to the date that notice thereof has been given to Transporter. In order for Principals to replace the Administrator of the Multi-Party Service Agreement, Principals must provide Transporter with notice in the form of a new, executed Administrator Agreement between Principals and the new Administrator. Transporter will require the new Administrator to enter a new Multi-Party Service Agreement on behalf of the Principals.

### 3. SCHEDULING

(a) The scheduling provisions set forth in this Section are in addition to applicable provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. Section 6 shall apply to scheduling when a secondary receipt point and/or a secondary delivery point is being utilized.

(b) Service under this Rate Schedule is offered under the following conditions:

(1) A Shipper under this Rate Schedule may change its nomination at the primary delivery point no later than two (2) hours after Transporter's posting of deliveries for the final hour of that Gas Day, thereby creating a transportation imbalance under this Rate Schedule. The permissible change in nomination at the primary delivery point on any Gas Day will be no greater than an amount equal to thirty-three percent (33%) of Shipper's MDWQ under Shipper's Service Agreement with the Third Party Storage Company.

(2) Shipper will be permitted to incur a transportation imbalance (actual receipts compared to actual deliveries) on its TPS Service Agreement provided that at no time shall Shipper's total imbalance quantity on its TPS Service Agreement be permitted to exceed an amount greater than an amount equal to Shipper's TPS Transportation Demand.

(3) To the extent that Shipper's TPS transportation imbalance at any time exceeds the Transportation Demand set forth in its TPS Service Agreement, Shipper's FSS inventory under Shipper's FSS Rate Schedule shall be increased or decreased by the amount of such excess and the amount of such excess imbalance shall be removed from Shipper's TPS Service Agreement the following Gas Day. Such increase or decrease shall be deemed to be a storage injection or withdrawal under Shipper's FSS Service Agreement. Such an adjustment to or from FSS inventory shall not relieve Shipper from its responsibility to pay all applicable transportation and storage charges. The appropriate commodity Recourse Rates (and any overrun charges) will be assessed for the transportation into or out of storage under the appropriate transportation Service Agreements held by Shipper in the following order of priority, if Shipper holds more than one firm transportation Service Agreement, up to the Transportation Demand under each: (i) SST Service Agreement; (ii) NTS Service Agreement; (iii) NTS-S Service Agreement; (iv) FTS Service Agreement; or (v) TPS Service Agreement; provided, that Shipper may notify Transporter in writing of a preferred different order of priority for the specified Rate Schedules. Such notice must be received by Transporter at least 30 days prior to the beginning of the Month for which it is to be initially effective. Any such action shall not increase Transporter's firm service obligations to Shipper.

(4) If Shipper does not have any or adequate FSS storage inventory on Transporter's system to cure an TPS transportation imbalance, and Shipper has under-tendered gas to Transporter, Shipper shall pay Transporter for each Dth of such outstanding under-tendered imbalance, grossed up for the Retainage percentages applicable to Columbia Gulf Transmission Company's ITS-1 Rate Schedule and Transporter's ITS Rate Schedule. The payment shall be the sum of: (i) the Spot Market Price for the Month during which such quantities are made up by Transporter; plus (ii) the cost of transporting such quantities at the total effective maximum rate under Columbia Gulf Transmission Company's ITS-1 Rate Schedule. "Spot Market Price", for purposes of this Section, shall mean, for the applicable Month, the contract index price

last published during the applicable Month for gas delivered to Columbia Gulf Transmission Company at Rayne Station, Louisiana, as reported in Natural Gas Intelligence or successor publication. Upon payment of such charge, the imbalance shall be removed from Shipper's account. If Shipper does not have adequate FSS storage capacity on Transporter's system to cure a TPS transportation imbalance, and Shipper has over-tendered gas to Transporter, any such quantities automatically shall be forfeited by Shipper to Transporter free and clear of all liens and encumbrances. Transporter shall post such forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. Such posting may provide as a condition of sale that such gas be withdrawn from storage within a period of time to be specified in the notice. Upon receipt of payment, Transporter shall treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions.'

(5) Except for force majeure events and/or events or conditions which threaten the integrity of Transporter's system or Transporter's ability to meet its firm service obligations, Transporter will notify Rate Schedule TPS Shippers at least 24 hours in advance on its Internet EBB of the ability to cure a Rate Schedule TPS imbalance by means other than the utilization of Rate Schedule FSS or the injection and/or withdrawal of natural gas at the primary interconnect with the Third Party Storage Company.

(6) During any time period when Transporter determines in its reasonable judgment that system operations so require, Transporter shall have the right to require that the Shipper under a TPS Service Agreement fully remove any TPS transportation imbalance (actual receipts versus actual deliveries) existing on its TPS Service Agreement, regardless of whether the imbalance exceeds or is less than the Transportation Demand on its TPS Service Agreement. If Transporter determines that an imbalance must be removed, Transporter shall notify Shipper and Shipper will have forty-eight (48) hours from the time of notification to correct the imbalance. The imbalance can be corrected by utilizing one of the methods set forth in Section 3(b) above. If Shipper does not correct the imbalance within forty-eight (48) hours of notification, Transporter, by agreement or, as operator of the Third Party Storage Company, shall have the right to correct the imbalance by injecting into or withdrawing from Shipper's Third Party Storage Company inventory. Shipper shall be responsible for all charges applicable under Shipper's third party storage Service Agreement, plus any applicable transportation and storage charges incurred on Transporter's system. To the extent that Shipper's third party storage Service Agreement gas storage inventory is inadequate to correct the imbalance, Transporter shall avail itself of the provisions of Section 3(b)(4) above.

#### 4. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than the applicable total effective maximum charges and no lower than the applicable total effective minimum charges set forth in the currently effective Part V.7 of this Tariff, unless

otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 4(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 4(b) below and specified in Shipper's TPS Service Agreement.

(1) Reservation Charge. The maximum Reservation Charge for each Month, assessed on each Dth of Transportation Demand specified in Shipper's TPS Service Agreement.

(2) Commodity Charge. The maximum Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.

(3) Overrun Charge. The applicable Overrun Charge per Dth of gas actually delivered on any Day during the Month in excess of Shipper's Transportation Demand.

(4) Surcharges. The surcharges applicable to this Rate Schedule.

(5) Gathering Charge. In the event that Transporter transports Shipper's gas through any pipeline classified as gathering, the Shipper shall pay the maximum Gathering Charges specified according to the currently effective Part V.14 (Currently Effective Rates, Gathering Rates) of this Tariff or the appropriate gathering service agreement for all gas transported through such pipeline during the billing month. Gas transported through the gathering meters shown in the list updated from time to time on Transporter's Electronic Bulletin Board, shall be subject to the applicable aforementioned gathering charge, provided that any such meter is located on or immediately upstream of pipelines classified as gathering plant on Transporter's books.

(c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) The Reservation Charge shall apply as of the date service is deemed to commence by the terms of Shipper's TPS Service Agreement.

(e) In addition to collecting the applicable charges and surcharges, Transporter shall retain from the gas tendered for transportation the effective Transportation Retainage Percentage set forth in the currently effective Part V.17 of this Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's TPS Service Agreement. That Transportation Retainage Percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.

5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 18, 38, 39, 43 and 45.

SST RATE SCHEDULE  
STORAGE SERVICE TRANSPORTATION

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions, through construction of facilities, or pursuant to Transporter's Order No. 636 restructuring proceeding in FERC Docket No. RS92-5-000, (iii) Shipper is a Shipper under Transporter's FSS Rate Schedule and has executed SST and FSS Service Agreements with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter under this Rate Schedule shall receive scheduled quantities from or on behalf of Shipper and shall deliver thermally equivalent scheduled quantities, less Retainage, to or for Shipper. Subject to the limitations set forth at Section 2(c) of this Rate Schedule, such service shall be provided on a firm basis within Shipper's Transportation Demand. Shipper's Transportation Demand during each Day of the Months October through March, shall not exceed the Maximum Daily Storage Quantity (MDSQ) set forth in its FSS Service Agreement. Shipper's Transportation Demand during each Day of the Months April through September shall equal 50% of Shipper's Transportation Demand during the Months October through March.

(b) Service provided under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Transporter shall not be obligated on any Day to deliver gas to Shipper in excess of the lesser of (i) Shipper's Transportation Demand, or (ii) Shipper's Maximum Daily Withdrawal Quantity (MDWQ) set forth in Shipper's FSS Service Agreement with Transporter, plus Retainage, if the primary receipt point is being solely utilized. If a secondary receipt point is being utilized, Transporter shall not be obligated on any Day to accept gas in excess of the lesser of (i) Shipper's Transportation Demand plus Retainage, or (ii) Shipper's Scheduled Daily Receipt Quantity. Transporter shall also not be obligated on any day to deliver more gas to Shipper than the lesser of (i) Shipper's Transportation Demand, (ii) Shipper's Scheduled Daily

Delivery Quantity, or (iii) the quantity of gas Transporter receives for Shipper less Retainage. Transporter, at its option and without penalty, may deliver quantities in excess of the above limitations.

(d) Shipper shall not have flexible primary receipt point authority for service under this Rate Schedule. The primary receipt point for gas to be transported under this Rate Schedule is limited to Transporter's storage fields, and shall be specified in Shipper's SST Service Agreement as "FSS Storage." Shipper shall have flexible secondary receipt point authority and flexible primary or secondary delivery point authority for service under this Rate Schedule, as set forth at Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions.

(e) Service rights under an SST Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Any such released capacity shall be treated as if it is capacity released under Transporter's FTS Rate Schedule, unless otherwise agreed by Transporter. Service to a replacement shipper under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the General Terms and Conditions.

(f) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Transportation Demand within the same Service Agreement and/or (ii) combine Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Transportation Demand. Transporter and Shipper may mutually agree to combine Service Agreements only to the extent that the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(f), each of the varying termination dates and associated volumes of Transportation Demand will be set forth on a separate Appendix A to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Transportation Demand within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined nominations or allocations, Transporter may advise Shippers under such combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

### 3. SCHEDULING

(a) The scheduling provisions set forth in this Section are in addition to applicable provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. Section 6 shall apply to scheduling when a secondary receipt point is being utilized.

(b) Service under this Rate Schedule is offered on a no-notice basis when the primary receipt point (storage) is being utilized. A Shipper under this Rate Schedule may change its nomination at the primary receipt point and the delivery point at any time during the Day, provided that Shipper shall provide through Transporter's EBB the earliest possible advance notice of such changes to Transporter's Gas Controller. In no event shall such notice be given by Shipper later than one hour after Transporter's posting of deliveries for the final hour of that Day.

### 4. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than the applicable total effective maximum charges and no lower than the applicable total effective minimum charges set forth in the currently effective Part V.8 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 4(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 4(b) below and specified in Shipper's SST Service Agreement.

(1) Reservation Charge. The maximum Reservation Charge for each Month, assessed on each Dth of Transportation Demand specified in Shipper's SST Service Agreement.

(2) Commodity Charge. The maximum Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.

(3) Overrun Charge. The applicable Overrun Charge per Dth of gas actually delivered on any Day during the Month in excess of Shipper's Transportation Demand.

(4) Surcharges. The surcharges applicable to this Rate Schedule.

(5) Processing Charge. If applicable under Section 25.3 of the General Terms and Conditions, the Processing Charge per Dth of gas processed by Transporter in its gas processing facilities.

(6) Gathering Charge. In the event that Transporter transports Shipper's gas through any pipeline classified as gathering, the Shipper shall pay the maximum

Gathering Charges specified according to the currently effective Part V.14 (Currently Effective Rates, Gathering Rates) of this Tariff or the appropriate gathering service agreement for all gas transported through such pipeline during the billing month. Gas transported through the gathering meters shown in the list updated from time to time on Transporter's Electronic Bulletin Board, shall be subject to the applicable aforementioned gathering charge, provided that any such meter is located on or immediately upstream of pipelines classified as gathering plant on Transporter's books.

(c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) The Reservation Charge shall apply as of the date service is deemed to commence by the terms of Shipper's SST Service Agreement.

(e) In addition to collecting the applicable charges and surcharges, Transporter shall retain from the gas tendered for transportation the effective Transportation Retainage Percentage set forth in the currently effective Part V.17 of this Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's SST Service Agreement. That Transportation Retainage Percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.

## 5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 18, 39, and 43.

FSS RATE SCHEDULE  
FIRM STORAGE SERVICE

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw gas for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions, through construction of facilities, or pursuant to Transporter's Order No. 636 restructuring proceeding in FERC Docket No. RS92-5-000, (iii) Shipper has executed an FSS Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall inject and store quantities and withdraw thermally equivalent quantities, less storage gas loss, for Shipper. Such service shall be provided on a firm basis and shall apply to all gas delivered to Transporter for Shipper and stored under this Rate Schedule, up to the Storage Contract Quantity (SCQ) set forth in Shipper's FSS Service Agreement. Shipper's Maximum Daily Storage Quantity (MDSQ) under this FSS Rate Schedule shall be that specified in Shipper's FSS Service Agreement.

(b) Service provided under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders issued by Transporter to protect the integrity, including the performance capability, of its storage facilities, or otherwise to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Shipper's FSS inventory under this Rate Schedule shall be increased or decreased by any actual imbalances (actual receipts compared to actual deliveries) created under any other Service Agreement(s) Shipper has with Transporter, except for the TPS Rate Schedule, and the imbalance shall be removed from such other Service Agreement(s); provided, however, a Rate Schedule TPS Shipper's FSS inventory may also be adjusted in accordance with the provisions of the TPS Rate Schedule. Such increase or decrease shall be deemed to be a storage injection or withdrawal under Shipper's FSS Service Agreement. Such a transfer to or from FSS inventory shall not relieve Shipper from its responsibility to pay all applicable transportation charges for the transportation into or out of storage. The appropriate maximum commodity charges and surcharges (and any overrun charges) will be assessed for the transportation into or out of storage under the appropriate transportation Service Agreement held by Shipper in the following order of

priority, if Shipper holds more than one firm transportation agreement, up to the Transportation Demand under each: (i) SST Service Agreement; (ii) NTS Service Agreement; (iii) NTS-S Service Agreement; or (iv) FTS Service Agreement; provided, that Shipper may notify Transporter in writing of a preferred different order of priority for the specified Rate Schedules. Such notice must be received by Transporter at least 30 days prior to the beginning of the Month for which it is to be initially effective. To the extent that the resulting debit or credit to Shipper's FSS inventory (i) corrects a transportation imbalance not associated with city gate deliveries, and (ii) causes Shipper to exceed its SCQ, Transporter shall waive that portion of any penalty resulting from such debit or credit. Any such action shall not increase Transporter's firm service obligations.

(d) Subject to the limitations and requirements set forth in this Rate Schedule or in Shipper's FSS Service Agreement, Transporter shall (i) inject quantities received by Transporter from or on behalf of Shipper and designated by Shipper for delivery to "FSS Storage", up to the SCQ set forth in Shipper's FSS Service Agreement plus sufficient quantities for Storage Gas Loss Retainage, (ii) deliver to Shipper thermally equivalent quantities of gas, less Storage Gas Loss Retainage, up to the SCQ set forth in Shipper's FSS Service Agreement, and (iii) inject or withdraw quantities to correct imbalances, as provided for in paragraph (c) immediately above. Transporter shall not be obligated under this Rate Schedule on any Day to deliver to Shipper gas in excess of the quantities then held in storage for Shipper.

(e) Daily quantities nominated by Shipper for withdrawal from FSS storage under any of Shipper's transportation Service Agreements shall be deemed to be withdrawals from Shipper's FSS account.

(f) Service rights under an FSS Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a replacement shipper under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the General Terms and Conditions. If a Shipper releases only a portion of its service rights under an FSS Service Agreement, such release shall not change the existing ratio of the SCQ and the MDSQ for Shipper's remaining unreleased service.

(g) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and/or (ii) combine Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity. Transporter and Shipper may mutually agree to combine Service Agreements only to the extent that the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(g), each of the varying termination dates and associated volumes of Storage Contract Quantity and Maximum Daily Storage Quantity will be set forth on a separate Appendix A to the Service Agreement applicable

to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined nominations or allocations, Transporter may advise Shippers under such combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

### 3. INJECTIONS INTO STORAGE

(a) Transporter shall not be obligated on any Day to inject gas into storage for Shipper in excess of Shipper's Maximum Daily Injection Quantities (MDIQ), as described in this Section. A request by Shipper to make injections in excess of its MDIQ shall be submitted to Transporter electronically through Transporter's EBB, and shall be received by Transporter at least 24 hours in advance of the requested injections. In the event that Shipper makes such a request, Transporter will grant the request to the extent that additional injection flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Injections under this Rate Schedule shall have the priority described in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions. Except for reasons of force majeure, Shipper shall notify Transporter electronically through Transporter's EBB at least 24 hours in advance of any change in the daily quantities of gas Shipper desires to deliver or cause to be delivered to Transporter for storage under this Rate Schedule. If a force majeure event causes a material change in the quantities of gas that will be delivered to Transporter for storage on Shipper's behalf under this Rate Schedule, Shipper shall notify or cause Transporter to be notified as soon as possible after that force majeure event.

(c) Quantities to be stored hereunder may be delivered to Transporter throughout the year. The Maximum Monthly Injection Quantities (MMIQ) which may be injected during the Months shall be limited to the following percentages of Shipper's SCQ:

April	15%	August	18%	December	10%
May	20%	September	13%	January	10%
June	20%	October	9%	February	10%
July	20%	November	5%	March	10%

Shipper's MDIQ shall be 1/25th of the applicable limitation on Shipper's MMIQ, except

during the Months of November and December when the MDIQ shall be 1/30th of the applicable limitation on Shipper's MMIQ. A request by Shipper for permission to make injections in excess of its MMIQ shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter shall grant any such request to the extent that: (i) additional injection flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s).

(d) A Shipper under this Rate Schedule may have no more than 60% of its SCQ in storage as of June 30, and no more than 85% of its SCQ in storage as of August 31.

(e) Quantities nominated for delivery to Shipper's delivery points on any Day under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not taken by Shipper on such Day, shall be deemed to be injections into FSS Storage for Shipper under this Rate Schedule.

(f) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of such limitations in advance, provided that such a waiver is to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on a case-by-case basis.

4. WITHDRAWALS FROM STORAGE

(a) At or before 11:00 a.m. Eastern Time on the Day before the Day on which Shipper desires deliveries from Transporter under this Rate Schedule, or at such later time as Transporter may from time to time specify, Shipper shall notify Transporter electronically through Transporter's EBB of the quantities to be withdrawn and delivered by Transporter to or for Shipper for transportation and the dates on which such withdrawals are requested. When Shipper's actual takes will not match total nominated withdrawal quantities, Shipper shall notify Transporter electronically through Transporter's EBB in advance on the delivery Day by means of revised nominations. Transporter shall not be obligated on any Day to withdraw and deliver gas to Shipper in excess of Shipper's Maximum Daily Withdrawal Quantity (MDWQ), as described in this Section, plus sufficient quantities for Retainage under Shipper's transportation Service Agreement with Transporter. A request by Shipper for permission to make withdrawals in excess of its MDWQ shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. In the event that Shipper makes such a request, Transporter will grant the request to the extent that additional withdrawal flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Transporter shall deliver Shipper's SCQ throughout the year, subject to the limitations set forth herein. Shipper's MDWQ shall be based upon and limited by Shipper's SCQ inventory remaining in storage determined in accordance with Transporter's best estimates as follows:

<u>% of SCQ in Inventory</u>	<u>MDWQ as a % of MDSQ</u>
100% to 30%	100%
less than 30% to 20%	80%
less than 20% to 10%	65%
less than 10% to 0%	50%

(c) The minimum and maximum monthly net withdrawal quantities for the Months November through March shall be as follows:

<u>Month</u>	<u>Minimum % of SCQ</u>	<u>Maximum % of SCQ</u>
November	No minimum	40%
December	No minimum	40%
January	No minimum	40%
February	10%	30%
March	10%	20%

A request by Shipper for permission to make withdrawals in excess of its maximum

monthly net withdrawal limit shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter shall grant any such request to the extent that: (i) additional withdrawal flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s). If Shipper exceeds the maximum monthly net withdrawal limit during any of the Months November through March, Shipper's maximum monthly net withdrawal quantity for the succeeding Month shall be reduced by an amount equal to the excess quantities withdrawn during the excess withdrawal Month. Shipper's withdrawals during the Months April through October shall not be subject to maximum or minimum withdrawal limits; provided, however, that Shipper's withdrawals during that period shall be subject to the limitations of Shipper's SCQ levels.

(d) Shipper's maximum storage inventory on April 1 shall not exceed 25% of its SCQ. Shipper's maximum storage inventory on February 1 shall not exceed 65% of its SCQ. Quantities in excess of 25% of Shipper's SCQ shall not be carried over beyond April 1.

(e) Quantities taken on any Day by Shipper under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not nominated by Shipper on such Day, shall be deemed to be withdrawals from FSS storage for Shipper under this Rate Schedule.

(f) Shipper may withdraw from storage on an interruptible basis, quantities in excess of Shipper's MDWQ. Such interruptible withdrawals shall have the priority set forth in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption as set forth in Section 16 (Interruptions of Service) of the General Terms and Conditions.

(g) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of such limitations in advance, provided that such a waiver is to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on case-by-case basis.

## 5. RECEIPT AND DELIVERY POINTS

Service under this Rate Schedule shall not be subject to the flexible receipt and delivery point provisions of Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions. The point of delivery for all gas tendered to Transporter for storage under this Rate Schedule shall be designated in transportation Service Agreement(s) with Transporter as "FSS Storage." The point of receipt for all gas delivered by Transporter to Shipper hereunder shall be designated in Shipper's Service Agreements with Transporter as "FSS Storage."

## 6. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than any applicable maximum charges and no lower than any applicable minimum charges set forth in the currently effective Part V.9 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 6(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 6(b) below and specified in Shipper's FSS Service Agreement.

(1) Reservation Charge. The maximum Reservation Charge for each Month, assessed on each Dth of the MDSQ specified in Shipper's FSS Service Agreement.

(2) Capacity Charge. The maximum Capacity Charge for each Month, assessed on each Dth of the SCQ specified in Shipper's FSS Service Agreement.

(3) Injection Charge. The Injection Charge per Dth of daily net gas injections of gas into storage by Transporter during the Month for the account of Shipper under this Rate Schedule.

(4) Withdrawal Charge. The Withdrawal Charge per Dth of daily net withdrawals of gas from storage for delivery by Transporter during the Month to or for the account of Shipper.

(5) Overrun Charge. The applicable maximum Overrun Charge per Dth of gas delivered on any Day during the Month in excess of Shipper's MDSQ.

(6) Surcharges. The surcharges applicable to this Rate Schedule.

(c) The charges and surcharges described in this Rate Schedule are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) From the quantities delivered into storage for Shipper, Transporter shall retain the Storage Gas Loss Retainage Percentage of gas specified in the currently effective Part V.17, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's FSS Service Agreement. That percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.

(e) Shipper shall remain responsible for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter periodically shall report to Shipper the quantities in storage, allocated by State, to enable Shipper to calculate and pay all taxes associated with those storage quantities. All of Transporter's storage fields shall be

treated conjunctively and each Shipper's storage gas shall be deemed to be proportionally allocated to all of Transporter's storage fields based on total working gas in storage.

(f) The Reservation Charge shall apply as of the date service is deemed to commence by the terms of Shipper's FSS Service Agreement.

(g) Transporter shall be responsible for any loss, cost, or expense arising from any loss of Shipper's gas in Transporter's storage that results from Transporter's negligence or failure to exercise due diligence. Notwithstanding the provisions in Section 22 (Possession of Gas) of the General Terms and Conditions, Shipper shall be responsible for obtaining its own insurance for any gas in storage, and shall hold Transporter harmless from any loss, cost, or expense arising from any loss of storage gas that results from a force majeure event or that is not the result of Transporter's negligence or failure to exercise due diligence.

## 7. PENALTIES

(a) If Shipper fails to comply with an interruption order issued by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and thereby causes:

(1) Injections in excess of 103 percent of the lowered MDIQ set by Transporter's interruption order (Lowered Quantity), Shipper shall be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities tendered in excess of its Lowered Quantity; or

(2) Withdrawals in excess of 103 percent of the lowered MDWQ set by Transporter's interruption order (Lowered Quantity), Shipper shall be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities taken in excess of its Lowered Quantity.

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey shall be assessed to Shipper for all quantities in violation of that operational flow order.

(c) On any Day on which Shipper's injections into storage exceed 110 percent of its applicable MDIQ as described in Section 3(c) of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 110 percent of its MDIQ.

(d) In any Month in which Shipper's total monthly injection quantities exceed 105

percent of the applicable MMIQ as described in Section 3 of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 105 percent of the applicable MMIQ.

(e) In any Month in which Shipper's net withdrawals from storage exceed the applicable limits set forth in Section 4 of this Rate Schedule, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities withdrawn in excess of such limits.

(f) If Shipper's injections into storage on any Day exceed its SCQ, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of its SCQ. If Shipper's withdrawals from storage on any Day result in its FSS account having a negative SCQ balance, Shipper shall pay Transporter a penalty of \$5.00 per Dth.

(g) On any Day in which Shipper's unauthorized withdrawals from storage exceed 103 percent of its applicable MDWQ, as described in Section 4(b) of this Rate Schedule, Shipper shall pay Transporter a penalty based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities withdrawn in excess of 103 percent of its MDWQ, provided Transporter shall reduce penalties under this provision to the extent Shipper may pay penalties under Service Agreements under other Rate Schedules for the same quantities.

(h) If Shipper: (i) violates an operational flow order issued by Transporter to withdraw quantities; (ii) fails to withdraw the minimum monthly withdrawal quantity as described in Section 4(c) of this Rate Schedule; or (iii) carries over quantities beyond April 1 in excess of the 25% of a Shipper's SCQ limitation as set forth in Section 4(d) of this Rate Schedule, any such quantities automatically shall be forfeited by Shipper to Transporter, free and clear of all liens and encumbrances. Transporter shall post such forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. Such posting may provide as a condition of sale that such gas be withdrawn from storage within a period of time to be specified in the notice. Upon receipt of payment, Transporter shall treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions.

(i) All penalties and charges assessed under this Section shall be assessed and paid in addition to all applicable storage rates and charges under this Rate Schedule, including any overrun charges.

(j) In the event Shipper seeks to avoid any penalty provided for in this Section on the ground that such charge was incurred because of a force majeure event as defined in Section 15 (Force Majeure) of the General Terms and Conditions, Shipper shall document such force majeure event to Transporter. Transporter shall waive penalties to the extent that it determines that the imbalance was caused by a bona fide force majeure event as defined in said Section 15.

(k) Transporter may waive its right to collect all or any portion of penalties assessed against Shipper or its right to retain all or any portion of Shipper's gas, provided that any such

waiver is granted in a nondiscriminatory manner.

8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 11, 19.1, 19.2, and 19.4, 33, 34, 36 through 41, 44 and 45.

FSS-M RATE SCHEDULE  
FIRM STORAGE SERVICE WITH MARKET-BASED RATES

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw gas for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 50 (Storage Service with Market-Based Rates) of the General Terms and Conditions (iii) Shipper has executed an FSS-M Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Subject to the limitations set forth below, Transporter will inject and store quantities and withdraw thermally equivalent quantities, less storage gas loss, for Shipper. This service will be provided on a firm basis and will apply to all gas delivered to Transporter for Shipper and stored under this Rate Schedule, up to the Storage Contract Quantity (SCQ) set forth in Shipper's FSS-M Service Agreement. Shipper's Maximum Daily Storage Quantity (MDSQ) under this FSS-M Rate Schedule will be specified in Shipper's FSS-M Service Agreement.

(b) Service provided under this Rate Schedule will: (i) have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) be subject to operational flow orders issued by Transporter to protect the integrity, including the performance capability, of its storage facilities, or otherwise to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Subject to the limitations and requirements set forth in this Rate Schedule or in Shipper's FSS-M Service Agreement, Transporter will (i) inject quantities received by Transporter from or on behalf of Shipper and designated by Shipper for delivery to "FSS-M Storage", up to the SCQ set forth in Shipper's FSS-M Service Agreement plus sufficient quantities for Storage Gas Loss Retainage, (ii) deliver to Shipper thermally equivalent quantities of gas, less Storage Gas Loss Retainage, up to the SCQ set forth in Shipper's FSS-M Service Agreement, and (iii) inject or withdraw quantities to correct imbalances, as provided for in paragraph (c) immediately above. Transporter will not be obligated under this Rate Schedule on any Day to deliver to Shipper gas in excess of the quantities then held in storage for Shipper.

(d) Daily quantities nominated by Shipper for withdrawal from FSS-M storage under any of Shipper's transportation Service Agreements will be deemed to be withdrawals from Shipper's FSS-M account.

(e) Service rights under an FSS-M Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a replacement shipper under any release and assignment will be subject to the provisions set forth in this Rate Schedule and in the General Terms and Conditions. If a Shipper releases only a portion of its service rights under an FSS-M Service Agreement, that release will not change the existing ratio of the SCQ and the MDSQ for Shipper's remaining unreleased service.

(f) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and/or (ii) combine multiple Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Storage Contract Quantity and Maximum Daily Storage Quantity. Transporter and Shipper may mutually agree to combine Service Agreements only if the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(f), each of the varying termination dates and associated volumes of Storage Contract Quantity and Maximum Daily Storage Quantity will be set forth on a separate Appendix A to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of Storage Contract Quantity and Maximum Daily Storage Quantity within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. If a constraint or other occurrence precludes combined nominations or allocations, Transporter may advise Shippers under combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

### 3. INJECTIONS INTO STORAGE

(a) Transporter will not be obligated on any Day to inject gas into storage for Shipper in excess of Shipper's Maximum Daily Injection Quantities (MDIQ), as described in this Section. A request by Shipper to make injections in excess of its MDIQ must be submitted to Transporter electronically through Transporter's EBB and be received by Transporter at least 24 hours in advance of the requested injections. If Shipper makes such a request, Transporter will grant the request if there is additional injection flexibility during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Injections under this Rate Schedule will have the priority described in Section 7 (Capacity Allocation) of the General Terms and Conditions and will be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the

General Terms and Conditions. Except for reasons of force majeure, Shipper must notify Transporter electronically through Transporter's EBB at least 24 hours in advance of any change in the daily quantities of gas Shipper desires to deliver or cause to be delivered to Transporter for storage under this Rate Schedule. If a force majeure event causes a material change in the quantities of gas that will be delivered to Transporter for storage on Shipper's behalf under this Rate Schedule, Shipper must notify or cause Transporter to be notified as soon as possible after that force majeure event.

(c) Quantities to be stored hereunder may be delivered to Transporter throughout the year. The Maximum Monthly Injection Quantities (MMIQ) that may be injected during the Months will be limited to the following percentages of Shipper's SCQ:

April	15%	August	18%	December	10%
May	20%	September	13%	January	10%
June	20%	October	9%	February	10%
July	20%	November	5%	March	10%

Shipper's MDIQ will be 1/25th of the applicable limitation on Shipper's MMIQ, except during the Months of November and December when the MDIQ will be 1/30th of the applicable limitation on Shipper's MMIQ. A request by Shipper for permission to make injections in excess of its MMIQ must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant any such request if: (i) there is additional injection flexibility during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s).

(d) A Shipper under this Rate Schedule may have no more than 60% of its SCQ in storage as of June 30, and no more than 85% of its SCQ in storage as of August 31.

(e) Quantities nominated for delivery to Shipper's delivery points on any Day under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not taken by Shipper on such Day, will be deemed to be injections into FSS-M Storage for Shipper under this Rate Schedule.

(f) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of these limitations in advance, provided that the waiver is required to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on a case-by-case basis.

#### 4. WITHDRAWALS FROM STORAGE

(a) At or before 11:00 a.m. Eastern Time on the Day before the Day on which Shipper desires deliveries from Transporter under this Rate Schedule, or at such later time as

Transporter may from time to time specify, Shipper will notify Transporter electronically through Transporter's EBB of the quantities to be withdrawn and delivered by Transporter to or for Shipper for transportation and the dates on which these withdrawals are requested. When Shipper's actual takes will not match total nominated withdrawal quantities, Shipper will notify Transporter electronically through Transporter's EBB in advance on the delivery Day by submitting revised nominations. Transporter will not be obligated on any Day to withdraw and deliver gas to Shipper in excess of Shipper's Maximum Daily Withdrawal Quantity (MDWQ), as described in this Section, plus sufficient quantities for Retainage under Shipper's transportation Service Agreement with Transporter. A request by Shipper for permission to make withdrawals in excess of its MDWQ must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant these requests if there is additional withdrawal flexibility during the time period of the request, in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Transporter will deliver Shipper's SCQ throughout the year, subject to the limitations set forth herein. Shipper's MDWQ will be based upon and limited by Shipper's SCQ inventory remaining in storage determined in accordance with Transporter's best estimates as follows:

<u>% of SCQ in Inventory</u>	<u>MDWQ as a % of MDSQ</u>
100% to 30%	100%
less than 30% to 20%	80%
less than 20% to 10%	65%
less than 10% to 0%	50%

(c) The minimum and maximum monthly net withdrawal quantities for the Months November through March will be as follows:

<u>Month</u>	<u>Minimum % of SCQ</u>	<u>Maximum % of SCQ</u>
November	No minimum	40%
December	No minimum	40%
January	No minimum	40%
February	10%	30%
March	10%	20%

Any request by Shipper for permission to make withdrawals in excess of its maximum monthly net withdrawal limit must be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. Transporter will grant the request if: (i) there is additional withdrawal flexibility during the time period of the request, in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions; and (ii) Transporter, in its reasonable discretion, can operationally accommodate the request(s). If Shipper exceeds the maximum monthly net withdrawal limit during any of the Months November through March,

Shipper's maximum monthly net withdrawal quantity for the succeeding Month will be reduced by an amount equal to the excess quantities withdrawn during the excess withdrawal Month. Shipper's withdrawals during the Months April through October will not be subject to maximum or minimum withdrawal limits; provided, however, that Shipper's withdrawals during that period will be subject to the limitations of Shipper's SCQ levels.

(d) Shipper's maximum storage inventory on April 1 must not exceed 25% of its SCQ. Shipper's maximum storage inventory on February 1 must not exceed 65% of its SCQ. Quantities in excess of 25% of Shipper's SCQ will not be carried over beyond April 1.

(e) Quantities taken on any Day by Shipper under all Service Agreements with Transporter held by Shipper and by other shippers delivering to Shipper, but not nominated by Shipper on such Day, will be deemed to be withdrawals from FSS-M storage for Shipper under this Rate Schedule.

(f) Shipper may withdraw from storage, on an interruptible basis, quantities in excess of Shipper's MDWQ. These interruptible withdrawals will have the priority set forth in Section 7 (Capacity Allocation) of the General Terms and Conditions and will be subject to interruption as set forth in Section 16 (Interruptions of Service) of the General Terms and Conditions.

(g) Transporter may waive a Shipper's default of any of the limitations set forth in this Section that has already occurred. In addition, Transporter may waive a Shipper's default of these limitations in advance, provided that the waiver is required to address a specific, temporary, operational problem. Any waiver granted pursuant to this Section must be granted in a non-discriminatory manner on case-by-case basis.

## 5. RECEIPT AND DELIVERY POINTS

Service under this Rate Schedule will not be subject to the flexible receipt and delivery point provisions of Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions. The point of delivery for all gas tendered to Transporter for storage under this Rate Schedule will be designated in transportation Service Agreement(s) with Transporter as "FSS-M Storage." The point of receipt for all gas delivered by Transporter to Shipper hereunder will be designated in Shipper's Service Agreements with Transporter as "FSS-M Storage."

## 6. RATE

(a) The applicable rate for service under this Rate Schedule will be a negotiated market-based rate as provided in Shipper's FSS-M Service Agreement.

(b) From the quantities delivered into storage for Shipper, Transporter will retain the Storage Gas Loss Retainage Percentage of gas specified in Transporter's currently effective Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's FSS-

M Service Agreement. That percentage will be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions. The Storage Gas Loss Retainage Percentage applicable to Rate Schedule FSS-M will be calculated separately in Transporter's annual Retainage Adjustment Mechanism filings.

(c) Shipper will remain responsible for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter will periodically report to Shipper the quantities in storage, allocated by State, to enable Shipper to calculate and pay all taxes associated with those storage quantities. The Crawford and Weaver storage fields, which are subject to market-based rates, will be treated conjunctively and Shipper's storage gas will be deemed to be proportionally allocated to these storage fields based on total working gas in storage held in capacity subject to market-based rate rates.

(d) Transporter will be responsible for any loss, cost, or expense arising from any loss of Shipper's gas in Transporter's storage that results from Transporter's negligence or failure to exercise due diligence. Notwithstanding the provisions in Section 22 (Possession of Gas) of the General Terms and Conditions, Shipper will be responsible for obtaining its own insurance for any gas in storage, and will hold Transporter harmless from any loss, cost, or expense arising from any loss of storage gas that results from a force majeure event or that is not the result of Transporter's negligence or failure to exercise due diligence.

## 7. PENALTIES

(a) If Shipper fails to comply with an interruption order issued by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and:

(1) Causes injections in excess of 103 percent of the lowered MDIQ set by Transporter's interruption order (Lowered Quantity), then Shipper will be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities tendered in excess of its Lowered Quantity; or

(2) Causes withdrawals in excess of 103 percent of the Lowered Quantity, Shipper will be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities taken in excess of its Lowered Quantity.

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey will be assessed to Shipper for all quantities in violation of that operational flow order.

(c) On any Day that Shipper's injections into storage exceed 110 percent of its applicable MDIQ, as described in Section 3(c) of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 110 percent of its MDIQ.

(d) In any Month in which Shipper's total monthly injection quantities exceed 105 percent of the applicable MMIQ as described in Section 3 of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 105 percent of the applicable MMIQ.

(e) In any Month in which Shipper's net withdrawals from storage exceed the applicable limits set forth in Section 4 of this Rate Schedule, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities withdrawn in excess of those limits.

(f) If Shipper's injections into storage on any Day exceed its SCQ, Shipper will pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of its SCQ. If Shipper's withdrawals from storage on any Day result in its FSS-M account having a negative SCQ balance, Shipper will pay Transporter a penalty of \$5.00 per Dth.

(g) On any Day that Shipper's unauthorized withdrawals from storage exceed 103 percent of its applicable MDWQ, as described in Section 4(b) of this Rate Schedule, Shipper will pay Transporter a penalty based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities withdrawn in excess of 103 percent of its MDWQ; provided, however, that Transporter will reduce penalties under this provision if Shipper is required to pay penalties under Service Agreements under other Rate Schedules for the same quantities.

(h) If Shipper: (i) violates an operational flow order issued by Transporter to withdraw quantities; (ii) fails to withdraw the minimum monthly withdrawal quantity as described in Section 4(c) of this Rate Schedule; or (iii) carries over quantities beyond April 1 in excess of the 25% of SCQ limitation set forth in Section 4(d) of this Rate Schedule, those quantities will automatically be forfeited by Shipper to Transporter, free and clear of all liens and encumbrances. Transporter will post these forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. This posting may provide as a condition of sale that the gas be withdrawn from storage within a specified period of time. Upon receipt of payment, Transporter will treat the forfeited gas proceeds as Penalty Revenues as defined in the General Terms and Conditions.

(i) All penalties and charges assessed under this Section will be assessed and paid in addition to all applicable storage rates and charges under this Rate Schedule, including any overrun charges.

(j) If Shipper seeks to avoid any penalty provided for in this Section on the ground that the charge was incurred because of a force majeure event as defined in Section 15 (Force

Majeure) of the General Terms and Conditions, Shipper must document the force majeure event to Transporter. Transporter will waive penalties to if it determines that the imbalance was caused by a bona fide force majeure event.

(k) Transporter may waive its right to collect all or any portion of penalties assessed against Shipper or its right to retain all or any portion of Shipper's gas, provided that any such waiver is granted in a nondiscriminatory manner.

## 8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 11, 19.1, 19.2, and 19.4, 33, 34, 36 through 42, 44 and 45.

ISS RATE SCHEDULE  
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw gas for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of this Rate Schedule, through construction of facilities, or pursuant to Transporter's Order No. 636 restructuring proceeding in FERC Docket No. RS92-5-000, (iii) Shipper has executed an ISS Service Agreement with Transporter, and (iv) Shipper complies with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall inject and store quantities and withdraw thermally equivalent quantities, less Storage Gas Loss, for Shipper. Such service shall be provided on an interruptible basis and shall apply to all gas designated for storage under this Rate Schedule and delivered to Transporter to or for Shipper, up to the Interruptible Storage Quantity (ISQ) set forth in Shipper's ISS Service Agreement.

(b) Service under this Rate Schedule, including all injections into and withdrawals from storage (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders issued by Transporter to protect the integrity, including the performance capability, of its storage facilities or otherwise to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Subject to the limitations and requirements set forth in this Rate Schedule and in Shipper's ISS Service Agreement, Shipper shall be permitted to request Transporter to inject, on an interruptible basis, quantities received by Transporter from or on behalf of Shipper and designated for delivery to "ISS Storage". All such nominations of injection quantities and all resulting actual injections under this Rate Schedule shall be completed within the first Month of Shipper's ISS Service Agreement governing those quantities (the Injection Month).

(d) Shipper's aggregate injection quantities shall not exceed Shipper's ISQ, and Shipper's injection quantities on any Day in the Injection Month shall not exceed Shipper's Maximum Daily Injection Quantity (MDIQ). Shipper's MDIQ shall be determined by (i) multiplying Shipper's ISQ and the applicable Storage Gas Loss by 110 percent and (ii) dividing the resulting figure by the number of Days in the Injection Month.

(e) Transporter shall make available to Shipper for withdrawal, on an interruptible basis, quantities of gas thermally equivalent to the quantities actually injected for Shipper less Storage Gas Loss. Shipper may make withdrawals at any time during the term of Shipper's ISS Service Agreement unless otherwise extended pursuant to Section 5 of this Rate Schedule (the Final Withdrawal Date).

(f) Shipper shall not be permitted to increase its existing flowing quantities under this Rate Schedule, regardless of the Interruptible Storage Quantity set forth in Shipper's ISS Service Agreement, if such increase would cause a reduction of existing quantities flowing on Transporter's system under a Service Agreement between Shipper and Transporter of equal or higher priority.

(g) Shipper shall remain responsible for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter periodically shall report to Shipper the quantities in storage, allocated by state, to enable Shipper to pay all taxes associated with those storage quantities. All of Transporter's storage fields shall be treated conjunctively and each Shipper's storage gas shall be deemed to be proportionally allocated to all of Transporter's storage fields based on total working gas in storage.

(h) Transporter shall assess Retainage on the transportation from ISS storage to the delivery point for any quantities stored under this Rate Schedule.

(i) Service rights under an ISS Service Agreement may not be released and assigned.

### 3. BIDDING PROCEDURE

(a) If Transporter, in its reasonable discretion, determines that storage capacity is available under this Rate Schedule, Transporter shall post a notice to that effect on its EBB on or before the tenth day of the Month preceding the Month during which such storage capacity will be available.

(b) Transporter's notice shall include:

(1) the quantity of interruptible storage capacity available;

(2) the Minimum Bid Rate Transporter is willing to accept and the Maximum Bid Rate that may be bid (which shall not be lower or higher than the Minimum and Maximum ISS Commodity Charge Rates set forth in Part V.10 of the Tariff) in cents per Dth ( $\text{¢/Dth}$ ); and

(3) any applicable restrictions on injections or withdrawals of that capacity.

(c) Prospective Shippers shall submit their bids to Transporter electronically through the EBB. Multiple bids may be submitted throughout the bidding period. Final bids must be received by Transporter at or before 4:00 p.m. Eastern Time on the fifth business day following posting of Transporter's EBB notice. Transporter shall post all bids and quantities on the EBB as they are received during the bidding period. Bids may be withdrawn at any time prior to the end of the bidding period. Transporter shall reject any bids (i) submitted subsequent to the deadline, (ii) for an amount per Dth lower than the Minimum Bid Rate, (iii) for an amount per Dth higher than the Maximum Bid Rate or (iv) that are not in conformance with paragraph (d) below. All bids submitted shall be binding. Transporter reserves the right to reject any bid pursuant to this paragraph (c). Transporter shall notify bidders of rejected bids electronically through Transporter's EBB.

(d) Bids shall include, or with regard to item (4) below shall be accompanied by, the following information:

(1) The Commodity Charge, inclusive of surcharges, bid for the capacity expressed in terms of cents per Dth ( $\text{¢/Dth}$ ) to the nearest one hundredth of one cent (00.00 $\text{¢}$ );

(2) The ISQ bid;

(3) A name, street address (for overnight mail delivery), telephone number and facsimile number of the representative designated by bidder for receipt of notification by Transporter of the results of the bidding pursuant to this Section; and

(4) A request for service, submitted together or contemporaneously with bidder's bid, that fully complies with the provisions of Section 3 (Requests for Service) of the General Terms and Conditions, or evidence that bidder has complied with the requirements of said Section 3.

(e) Transporter shall review all timely submitted bids that have not been rejected and shall award service to the bidders submitting the highest valid Commodity Charge bid; provided that the winning bidders have satisfied the requirements of Section 3 (Requests for Service) of the General Terms and Conditions. All accepted bids between the Minimum Bid Rate and Maximum ISS Rate shall be deemed to be selective discounts and shall be reported under any Commission regulations applicable to such selective discounts.

(f) On or before the 22nd day of the Month preceding the Month in which storage capacity under this Rate Schedule will be available, Transporter shall notify electronically through Transporter's EBB all bidders submitting timely bids of the status of their bid. The term of the ISS Service Agreement shall commence with the first Day of the first Month reflected in the notice and end with the last Day of the following March. The latter date shall be Shipper's Final Withdrawal Date. Transporter also shall post on the EBB the name of the winning bidders and the rates and quantities of the winning bids.

(g) If bids of the same value are submitted by two or more bidders and the available storage capacity is insufficient to satisfy the ISQ quantities requested, the available capacity shall be awarded and allocated pro rata among those bidders, based upon ISQ quantities bid. Bidders awarded a pro rata allocation may reject such pro rata allocation, by notice to Transporter within 24 hours after Transporter notifies Bidder of such award. Otherwise, all capacity awarded to a Shipper hereunder must be accepted by Shipper.

(h) If any date in this Section falls on a weekend or Transporter Holiday, such date shall be deemed for purposes of this Section to be the next succeeding business Day.

#### 4. INTERRUPTIBLE INJECTIONS INTO STORAGE

(a) Shipper shall be responsible for arranging transportation of gas to the storage injection point. Nominations designated for delivery to "ISS Storage" under those Rate Schedules shall be deemed to be nominations for injections under this ISS Rate Schedule.

(b) Transporter shall not be obligated (i) on any Day to inject gas into storage for Shipper's account in excess of Shipper's MDIQ, or (ii) in the aggregate to store more than Shipper's ISQ.

#### 5. INTERRUPTIBLE WITHDRAWALS FROM STORAGE

(a) Shipper shall be responsible for arranging transportation of gas from the storage withdrawal point. Nominations designated for delivery from "ISS Storage" under those Rate Schedules shall be deemed to be nominations for withdrawals under this ISS Rate Schedule.

(b) Transporter shall not be obligated to withdraw and deliver gas to or for the account of Shipper in excess of the total amount in inventory for Shipper's account.

(c) All gas injected into storage for Shipper's account under this Rate Schedule must be withdrawn by Shipper's Final Withdrawal Date, provided that such Final Withdrawal Date shall be extended one Day for each Day, during the 30 Days preceding Shipper's Final Withdrawal Date, that Shipper's ISS withdrawals are interrupted by Transporter. Shipper may withdraw gas from the first Day following Shipper's Injection Month through Shipper's Final Withdrawal Date.

#### 6. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than the applicable total effective maximum charges and no lower than the applicable total effective minimum charges set forth in the currently effective Part V.10 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 6(b) below.

(b) For all storage service rendered under this Rate Schedule, Shipper shall pay Transporter each Month during which Shipper was awarded capacity the charges set forth below.

(1) Commodity Charge. A commodity charge, inclusive of any applicable surcharges, per Dth of Shipper's actual Average Monthly Balance at Shipper's Commodity Charge bid rate.

(2) Injection Charge. The maximum Injection Charge per Dth of gas injected into storage during the Month.

(3) Withdrawal Charge. The maximum Withdrawal Charge per Dth of gas withdrawn from storage during the Month.

(c) From the quantities delivered into storage for Shipper, Transporter shall retain the Storage Gas Loss Retainage Percentage specified in the currently effective Part V.17 of this Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's ISS Service Agreement. That percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.

(d) The charges and surcharges described in this Rate Schedule are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(e) Transporter shall be responsible for any loss, cost, or expense arising from any loss of Shipper's gas in Transporter's storage that results from Transporter's negligence or failure to exercise due diligence. Notwithstanding the provisions in Section 22 (Possession of Gas) of the General Terms and Conditions, Shipper shall be responsible for obtaining its own insurance for any gas in storage, and shall hold Transporter harmless from any loss, cost, or expense arising from any loss of storage gas that results from a force majeure event or that is not the result of Transporter's negligence or failure to exercise due diligence.

## 7. PENALTIES

(a) If Shipper fails to comply with an interruption order issued by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and thereby causes injections or withdrawals in excess of 103 percent of the lowered MDIQ or scheduled withdrawal quantity set by Transporter's interruption order (Lowered Quantity), Shipper shall be assessed and pay a penalty of \$10.00 per Dth for quantities taken or tendered in excess of 103 percent of that Lowered Quantity.

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty of \$5.00 per Dth per day shall be assessed to Shipper for all quantities in violation of that operational flow order.

(c) If Shipper: (i) violates an operational flow order to withdraw quantities, or (ii) fails to withdraw all of Shipper's ISQ by Shipper's Final Withdrawal Date, any such quantities not withdrawn shall be forfeited automatically by Shipper to Transporter free and clear of all liens and encumbrances. Transporter shall post such forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. Such posting may provide as a condition of sale that such gas be withdrawn from storage within a period of time to be specified in the notice. Upon receipt of payment, Transporter shall treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions.

(d) All penalties and charges assessed under this Section shall be assessed and paid in addition to all applicable rates and charges under this Rate Schedule, including any overrun charges.

(e) If Shipper seeks to avoid any penalty provided for in this Section on the ground that such charge was incurred because of a force majeure event as defined in Section 15 (Force Majeure) of the General Terms and Conditions, Shipper shall document such force majeure event to Transporter. Transporter shall waive penalties to the extent the imbalance was caused by a bona fide force majeure event as defined in said Section 15.

(f) Transporter may waive its right to collect all or any portion of any penalties assessed against Shipper or its right to retain all or any portion of gas, provided that any such waiver is granted in a nondiscriminatory manner.

## 8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 11, 12, 14, 19.1, 19.2, 19.4, 33, 34, 36, and 38 through 45.

ISS-M RATE SCHEDULE  
INTERRUPTIBLE STORAGE SERVICE WITH MARKET-BASED RATES

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that: (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw gas for Shipper; (ii) Transporter has awarded capacity to Shipper under the provisions of Section 50 (Storage Service with Market-Based Rates) of the General Terms and Conditions (iii) Shipper has executed an ISS-M Service Agreement with Transporter; and (iv) Shipper complies with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Subject to the limitations set forth below, Transporter will inject and store quantities and withdraw thermally equivalent quantities, less Storage Gas Loss, for Shipper. This service will be provided on an interruptible basis and will apply to all gas designated for storage under this Rate Schedule and delivered to Transporter to or for Shipper, up to the Interruptible Storage Quantity (ISQ) set forth in Shipper's ISS-M Service Agreement.

(b) Service under this Rate Schedule, including all injections into and withdrawals from storage will: (i) have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions; (ii) be subject to interruption as provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions; and (iii) be subject to operational flow orders issued by Transporter to protect the integrity, including the performance capability, of its storage facilities or as otherwise provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Subject to the limitations and requirements set forth in this Rate Schedule and in Shipper's ISS-M Service Agreement, Shipper will be permitted to request that Transporter inject, on an interruptible basis, quantities received by Transporter from or on behalf of Shipper and designated for delivery to "ISS-M Storage". These nominations of injection quantities and all resulting actual injections under this Rate Schedule must be completed within the first Month of Shipper's ISS-M Service Agreement governing those quantities (the Injection Month).

(d) Shipper's aggregate injection quantities must not exceed Shipper's ISQ, and Shipper's injection quantities on any Day in the Injection Month must not exceed Shipper's Maximum Daily Injection Quantity (MDIQ). Shipper's MDIQ will be determined by: (i) multiplying Shipper's ISQ and the applicable Storage Gas Loss by 110 percent and (ii) dividing the resulting figure by the number of Days in the Injection Month.

(e) Transporter will make available to Shipper for withdrawal, on an interruptible basis, quantities of gas thermally equivalent to the quantities actually injected for Shipper, less

Storage Gas Loss. Shipper may make withdrawals at any time during the term of Shipper's ISS-M Service Agreement, unless otherwise extended pursuant to Section 5 of this Rate Schedule (the Final Withdrawal Date).

(f) Shipper will not be permitted to increase its existing flowing quantities under this Rate Schedule, regardless of the Interruptible Storage Quantity set forth in Shippers' ISS-M Service Agreement, if the increase would cause a reduction of existing quantities flowing on Transporter's system under a Service Agreement between Shipper and Transporter of equal or higher priority.

(g) Shipper will remain responsible for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule. Transporter will periodically report to Shipper the quantities in storage, allocated by state, to enable Shipper to pay all taxes associated with those storage quantities. All of Transporter's storage fields will be treated conjunctively and each Shipper's storage gas will be deemed to be proportionally allocated to all of Transporter's storage fields based on total working gas in storage.

(h) Transporter will assess Retainage on the transportation from ISS-M storage to the delivery point for any quantities stored under this Rate Schedule.

(i) Service rights under an ISS-M Service Agreement may not be released and assigned.

(j) Awards of capacity under this rate schedule will be governed by Section 50 of the General Terms and Conditions.

### 3. INTERRUPTIBLE INJECTIONS INTO STORAGE

(a) Shipper will be responsible for arranging transportation of gas to the storage injection point. Nominations designated for delivery to "ISS-M Storage" under those Rate Schedules will be deemed to be nominations for injections under this ISS-M Rate Schedule.

(b) Transporter will not be obligated: (i) on any Day to inject gas into storage for Shipper's account in excess of Shipper's MDIQ; or (ii) in the aggregate to store more than Shipper's ISQ.

### 4. INTERRUPTIBLE WITHDRAWALS FROM STORAGE

(a) Shipper will be responsible for arranging transportation of gas from the storage withdrawal point. Nominations designated for delivery from "ISS-M Storage" under those Rate Schedules will be deemed to be nominations for withdrawals under this ISS-M Rate Schedule.

(b) Transporter will not be obligated to withdraw and deliver gas to or for the account of Shipper in excess of the total amount in inventory for Shipper's account.

(c) All gas injected into storage for Shipper's account under this Rate Schedule must be withdrawn by Shipper's Final Withdrawal Date, provided that this Final Withdrawal Date will be extended one Day for each Day, during the 30 Days preceding Shipper's Final Withdrawal Date, that Shipper's ISS-M withdrawals are interrupted by Transporter. Shipper may withdraw gas from the first Day following Shipper's Injection Month through Shipper's Final Withdrawal Date.

## 5. RATE

(a) The applicable rates for service under this Rate Schedule will be a negotiated market-based rate as provided in Shipper's ISS-M Service Agreement.

(b) From the quantities delivered into storage for Shipper, Transporter will retain the Storage Gas Loss Retainage Percentage specified in the currently effective Tariff, unless otherwise negotiated by Transporter and Shipper and specified in Shipper's ISS-M Service Agreement. That percentage will be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions. The Storage Gas Loss Retainage Percentage applicable to Rate Schedule ISS-M will be calculated separately in Transporter's annual Retainage Adjustment Mechanism filings.

(c) Transporter will be responsible for any loss, cost, or expense arising from any loss of Shipper's gas in Transporter's storage that results from Transporter's negligence or failure to exercise due diligence. Notwithstanding the provisions in Section 22 (Possession of Gas) of the General Terms and Conditions, Shipper will be responsible for obtaining its own insurance for any gas in storage, and will hold Transporter harmless from any loss, cost, or expense arising from any loss of storage gas that results from a force majeure event or that is not the result of Transporter's negligence or failure to exercise due diligence.

## 6. PENALTIES

(a) If Shipper fails to comply with an interruption order issued by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and thereby causes injections or withdrawals in excess of 103 percent of the lowered MDIQ or scheduled withdrawal quantity set by Transporter's interruption order (Lowered Quantity), Shipper will be assessed and pay a penalty of \$10.00 per Dth for quantities taken or tendered in excess of 103 percent of the Lowered Quantity.

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty of \$5.00 per Dth per day will be assessed to Shipper for all quantities in violation of that operational flow order.

(c) If Shipper: (i) violates an operational flow order to withdraw quantities, or (ii) fails to withdraw all of Shipper's ISQ by Shipper's Final Withdrawal Date, any quantities not withdrawn will be forfeited automatically by Shipper to Transporter free and clear of all liens and encumbrances. Transporter will post the forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. The posting may provide as a condition of sale that such gas be withdrawn from storage within a specified period of time. Upon receipt of payment, Transporter will treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions.

(d) All penalties and charges assessed under this Section will be assessed and paid in addition to all applicable rates and charges under this Rate Schedule, including any overrun charges.

(e) If Shipper seeks to avoid any penalty provided for in this Section on the ground that the charge was incurred because of a force majeure event as defined in Section 15 (Force Majeure) of the General Terms and Conditions, Shipper must document the force majeure event to Transporter. Transporter will waive penalties if the imbalance was caused by a bona fide force majeure event.

(f) Transporter may waive its right to collect all or any portion of any penalties assessed against Shipper or its right to retain all or any portion of gas, provided that any such waiver is granted in a nondiscriminatory manner.

## 7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 11, 12, 14, 19.1, 19.2, 19.4, 33, 34, 36, and 38 through 45.

SIT RATE SCHEDULE  
STORAGE IN TRANSIT

1. AVAILABILITY.

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from and deliver gas to Shipper, (ii) Shipper has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, and Transporter has allocated capacity to Shipper under the provisions of this Rate Schedule, (iii) Shipper has executed an SIT Service Agreement with Transporter, (iv) Shipper has executed a Service Agreement, or represents a Shipper that has executed a Service Agreement, under Transporter's FTS, OPT, NTS, SST or ITS Rate Schedules (Transportation Service Agreements), and (v) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff. Service under this Rate Schedule may be elected by Shipper under one or more of Shipper's Transportation Service Agreements.

2. APPLICABILITY AND CHARACTER OF SERVICE.

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall on an interruptible basis: (i) inject into storage the excess of Shipper's actual daily receipt quantity (less Retainage assessed under the applicable Transportation Service Agreement(s)) over Shipper's actual daily delivery quantity under Shipper's designated Transportation Service Agreements with Transporter, and (ii) withdraw from storage the excess of Shipper's actual daily delivery quantity over actual daily receipt quantity (less Retainage assessed under the applicable Transportation Service Agreement(s)) under Shipper's designated Transportation Service Agreements with Transporter; provided that the net of such injections or withdrawals shall not on any Day exceed the Maximum Balancing Quantity (MBQ) set forth in Shipper's SIT Service Agreement, as described more fully at Section 3 of this Rate Schedule.

(b) In accordance with the procedures set forth in this Rate Schedule, service under this Rate Schedule provides for interruptible storage of gas to balance differences between actual receipts and actual deliveries under Shipper's Transportation Service Agreements. Shipper under this Rate Schedule may balance excess receipts and deliveries under multiple Transportation Service Agreements, provided that Shipper designates in advance each Service Agreement subject to SIT balancing.

(c) Subject to the limitations set forth in this Rate Schedule, Shipper, in any Month for which it has requested SIT service, shall not be permitted to increase its quantities flowing under any Service Agreement with Transporter calling for delivery to or receipt from storage for Shipper's account under this Rate Schedule if such increase would cause a reduction in quantities

flowing on Transporter's system under a Service Agreement between Shipper and Transporter of equal or higher priority.

(d) Service provided under this Rate Schedule is interruptible and (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders to the extent provided in this Rate Schedule and in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(e) Service rights under an SIT Service Agreement may not be released and assigned.

### 3. CALCULATING BALANCING QUANTITIES AND RELATED PENALTIES

(a) For each Day on which Shipper receives service from Transporter under this Rate Schedule, Transporter shall calculate for Shipper an Undertendered Balance Quantity (UBQ) or an Overtendered Balance Quantity (OBQ). If the actual daily delivery quantity under those Transportation Service Agreements designated by Shipper for SIT service exceeds the actual daily receipt quantity (less Retainage assessed under the applicable Transportation Service Agreement(s) under those Service Agreements, the difference shall constitute Shipper's UBQ for that Day. If the actual daily delivery quantity under those Transportation Service Agreements designated by Shipper for SIT service is less than the actual daily receipt quantity (less Retainage assessed under the applicable Transportation Service Agreement(s)) under those Service Agreements, the difference shall constitute Shipper's OBQ for that Day. Transporter shall maintain an account in which Transporter shall separately record Shipper's UBQs and OBQs on a daily basis. Shipper shall be billed a commodity charge, as described in Section 5 below, on the daily change, if any, in Shipper's UBQ or OBQ.

(b) The running net balance of Shipper's UBQs and OBQs shall be Shipper's Imbalance Quantity. Twice during any Month, Shipper shall be required to (i) eliminate any existing Imbalance Quantity, (ii) convert any outstanding UBQ to an OBQ, or (iii) convert any outstanding OBQ to a UBQ. Maintaining an Imbalance Quantity of zero for two or more consecutive days within a Month will satisfy this requirement. For each Month during which Shipper fails to satisfy this requirement, Shipper shall pay Transporter a penalty of \$0.25 per Dth of its existing Imbalance Quantity for each day in the subsequent Month in which Shipper fails to satisfy the requirements specified in (i), (ii) or (iii) immediately above. If there is an interruption of Shipper's service under this Rate Schedule, Transporter will waive the requirement that the foregoing requirements specified in (i), (ii) or (iii) immediately above be accomplished within a Month and the \$0.25 per Dth penalty will not be imposed on Shipper for that Month. Prior period adjustments will not affect the calculation of any penalty owed under this provision. Shipper will be permitted to carry over the net Imbalance Quantity in effect on the last day of a Month into the next Month.

(c) If Shipper's SIT Service Agreement is terminated and Shipper has an OBQ that is not corrected within 60 days of such termination, the quantities underlying that OBQ shall be forfeited to Transporter free and clear of all liens and encumbrances. Transporter shall post such forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24 hour notice period. Such posting may provide as a condition of sale that such gas be withdrawn from storage within a period of time to be specified in the notice. Upon receipt of payment, Transporter shall treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions.

(d) If Shipper's SIT Service Agreement is terminated and Shipper has a UBQ that is not corrected within 60 days of such termination, Shipper shall be assessed and billed a penalty for the quantities comprising such UBQ, grossed up for the Retainage percentages applicable to Transporter's ITS Rate Schedule. The penalty shall be 120 percent of the Spot Market Price for the Month during which such quantities are made up by Transporter. For purposes of this Rate Schedule, "Spot Market Price" shall mean, for the applicable Month, the contract index price for gas delivered to "Columbia Gas Transmission, LLC, Appalachia", as reported in Inside FERC's Gas Market Report or successor publication.

(e) With respect to penalties imposed pursuant to Section 3(d) above, and for purposes of calculating Penalty Revenues pursuant to Section 19.6 of the General Terms and Conditions, any amount above 100 percent of the Spot Market Price, net of Transporter's costs, will be treated as a penalty revenue to be credited to non-offending Shippers.

#### 4. SCHEDULING

(a) Scheduling of service under this Rate Schedule shall be deemed to occur when Shipper schedules service under any Transportation Service Agreements that it has designated as subject to this SIT Rate Schedule, and the actual receipt quantities do not equal the actual delivery quantities, less Retainage assessed under the applicable Transportation Service Agreement(s). All shippers under this Rate Schedule SIT shall be treated in a non-discriminatory manner.

(b) Shipper will be permitted to nominate service under this Rate Schedule if the nomination would have the effect of reducing Shipper's Imbalance Quantity. Nominations that would result in converting (i) an OBQ to a UBQ; or (ii) a UBQ to an OBQ will be permitted if the total resulting Imbalance Quantity does not exceed 15,000 Dth.

#### 5. RATE

(a) The charges to be paid by Shipper, as set forth at paragraph (b) below, shall be no higher than the applicable total effective maximum charges and no lower than the applicable total effective minimum charges set forth in currently effective Part V.11 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 5(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 5(b) below and specified in Shipper's SIT Service Agreement.

(1) Commodity Charge. The maximum Commodity Charge per Dth of the daily change, if any, in Shipper's UBQ or OBQ during the Month as described above at Section 3(a) of this Rate Schedule.

(2) Surcharges. The surcharges applicable to this Rate Schedule.

(c) The charges and surcharges described in this Rate Schedule are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

## 6. PENALTIES

In addition to the penalties set forth in Section 3 of this Rate Schedule, the following penalties shall apply to service under this Rate Schedule:

(a) If Shipper fails to comply with an interruption order issued by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and thereby takes gas from or tenders gas to Transporter in excess of 103 percent of the lowered Scheduled Daily Receipt or Delivery Quantity (Lowered Quantity) set by Transporter's interruption order, Shipper shall be assessed and pay penalties of \$5.00 per Dth on the first three percent of quantities taken or tendered in excess of its Lowered Quantity, and \$10.00 per Dth for quantities taken or tendered in excess of 103 percent of its Lowered Quantity.

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty of \$5.00 per Dth per Day shall be assessed to Shipper for all quantities in violation of that operational flow order.

## 7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 8, 11, 14, 19.1, 19.2, 19.4, 27, 33 through 36, and 38 through 45.

FBS RATE SCHEDULE  
FIRM BALANCING SERVICE

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and storage capacity available to inject, store, and withdraw gas for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions, or through construction of facilities, (iii) Shipper has executed an FBS Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth in the service agreement, Transporter shall inject and store quantities and withdraw thermally equivalent quantities, less Storage Gas Loss Retainage, for Shipper. Such service shall be provided on a firm basis and shall apply to all gas delivered to Transporter for Shipper and stored under this Rate Schedule, up to the Storage Contract Quantity (SCQ) set forth in Shipper's FBS Service Agreement. Shipper's Maximum Daily Storage Quantity (MDSQ), Maximum Daily Injection Quantity (MDIQ), and Maximum Daily Withdrawal Quantity (MDWQ) under this FBS Rate Schedule shall be as set forth in Shipper's FBS Service Agreement in advance of the commencement of service.

(b) Service provided under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders issued by Transporter to protect the integrity, including the performance capability, of its storage facilities, or otherwise to the extent provided in this Rate Schedule or in Section 17 (Operational Flow orders) of the General Terms and Conditions.

(c) Subject to the limitations and requirements set forth in this Rate Schedule or in Shipper's FBS Service Agreement, Transporter shall (i) inject quantities received by Transporter from or on behalf of Shipper and designated by Shipper for delivery to "FBS Storage", up to the SCQ set forth in Shipper's FBS Service Agreement plus sufficient quantities for Storage Gas Loss Retainage, and (ii) deliver to Shipper thermally equivalent quantities of gas, less Storage Gas Loss Retainage, up to the SCQ set forth in Shipper's FBS Service Agreement to "FBS Storage". Transporter shall not be obligated under this Rate Schedule on any Day to deliver to Shipper gas in excess of the quantities then held in storage for Shipper.

(d) Service rights under an FBS Service Agreement may be released and assigned in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a replacement shipper under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule, the FBS Service Agreement, and the General Terms and Conditions. If a Shipper releases only a portion of its service rights under an FBS Service Agreement, such release shall not change the existing ratio of the SCQ and the MDIQ and/or MDWQ for Shipper's remaining unreleased service.

(e) Service under this Rate Schedule shall be provided only for a term of less than one year.

(f) In order to provide service under Rate Schedule FBS, Transporter may use capacity under existing Rate Schedule FSS that is unsubscribed. When utilizing unsubscribed FSS capacity, Transporter shall not exceed the aggregate injection and withdrawal rights associated with the underlying expired service agreement(s).

(g) The source of capacity for this service shall be expiring service agreements under Rate Schedules FSS and/or GTS, as well as newly constructed or acquired storage capacity that is otherwise unsubscribed.

### 3. INJECTIONS INTO STORAGE

(a) Transporter shall not be obligated on any Day to inject gas into storage for Shipper in excess of Shipper's Maximum Daily Injection Quantities (MDIQ), as described in the FBS Service Agreement. A request by Shipper to make injections in excess of its MDIQ shall be submitted to Transporter electronically through Transporter's EBB, and shall be received by Transporter at least 24 hours in advance of the requested injections. In the event that Shipper makes such a request, Transporter will grant the request to the extent that additional injection flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Injections under this Rate Schedule shall have the priority described in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions. Except for reasons of force majeure, Shipper shall notify Transporter electronically through Transporter's EBB at least 24 hours in advance of any change in the daily quantities of gas Shipper desires to deliver or cause to be delivered to Transporter for storage under this Rate Schedule. If a force majeure event causes a material change in the quantities of gas that will be delivered to Transporter for storage on Shipper's behalf under Shipper's FBS Service Agreement and this Rate Schedule, Shipper shall notify or cause Transporter to be notified as soon as possible after that force majeure event.

4. WITHDRAWALS FROM STORAGE

(a) Transporter shall not be obligated on any Day to withdraw and deliver gas to Shipper in excess of Shipper's Maximum Daily Withdrawal Quantity (MDWQ), as described in Shipper's FBS Service Agreement. A request by Shipper for permission to make withdrawals in excess of its MDWQ shall be submitted to Transporter electronically through Transporter's EBB at least 24 hours in advance. In the event that Shipper makes such a request, Transporter will grant the request to the extent that additional withdrawal flexibility exists during the time period of the request in accordance with Section 7 (Capacity Allocation) of the General Terms and Conditions.

(b) Shipper may withdraw from storage on an interruptible basis quantities in excess of Shipper's MDWQ. Such interruptible withdrawals shall have the priority set forth in Section 7 (Capacity Allocation) of the General Terms and Conditions and shall be subject to interruption as set forth in Section 16 (Interruptions of Service) of the General Terms and Conditions.

(c) Withdrawal of gas pursuant to the provisions of this Rate Schedule will not occur prior to the time gas is injected under this Rate Schedule.

5. RECEIPT AND DELIVERY POINTS

Service under this Rate Schedule shall not be subject to the flexible receipt and delivery point provisions of Section 11 (Flexible Primary and Secondary Receipt and Delivery Points) of the General Terms and Conditions. The point of delivery for all gas tendered to Transporter for storage under this Rate Schedule shall be designated in transportation Service Agreement(s) with Transporter as "FBS Storage." The point of receipt for all gas delivered by Transporter to Shipper hereunder shall be designated in Shipper's Service Agreements with Transporter as "FBS Storage."

6. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than any applicable maximum charges and no lower than any applicable minimum charges set forth in the currently effective Part V.12 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 6(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 6(b) below and specified in Shipper's FBS Service Agreement.

- (1) Reservation Charge. The maximum Daily Reservation Charge for each Day of each Month, assessed on each Dth of the MDSQ specified in Shipper's FBS Service Agreement.
  - (2) Capacity Charge. The maximum Daily Capacity Charge for each Day of each Month, assessed on each Dth of the SCQ specified in Shipper's FBS Service Agreement.
  - (3) Injection Charge. The Injection Charge per Dth of daily net gas injections of gas into storage by Transporter during the Month for the account of Shipper under this Rate Schedule.
  - (4) Withdrawal Charge. The Withdrawal Charge per Dth of daily net withdrawals of gas from storage for delivery by Transporter during the Month to or for the account of Shipper.
  - (5) Overrun Charge. The applicable maximum Overrun Charge per Dth of gas delivered on any Day during the Month in excess of Shipper's MDSQ.
  - (6) Surcharges. The surcharges applicable to this Rate Schedule.
- (c) The charges and surcharges described in this Rate Schedule are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.
- (d) From the quantities delivered into storage for Shipper, Transporter shall retain the Storage Gas Loss Retainage Percentage of gas specified in the currently effective Part V.17. That percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.
- (e) Shipper shall remain responsible for all property or other taxes associated with the quantities held for Shipper in storage under this Rate Schedule.
- (f) The Reservation Charge shall apply as of the date service is deemed to commence by the terms of Shipper's FBS Service Agreement.
- (g) Transporter shall be responsible for any loss, cost, or expense arising from any loss of Shipper's gas in Transporter's storage that results from Transporter's negligence or failure to exercise due diligence. Notwithstanding the provisions in Section 22 (Possession of Gas) of the General Terms and Conditions, Shipper shall be responsible for obtaining its own insurance for any gas in storage, and shall hold Transporter harmless from any loss, cost, or expense arising from any loss of storage gas that results from a force majeure event or that is not the result of Transporter's negligence or failure to exercise due diligence.

## 7. PENALTIES

(a) If Shipper fails to comply with an interruption order issued by Transporter pursuant to this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions and thereby causes:

(1) Injections in excess of 103 percent of the lowered MDIQ set by Transporter's interruption order (Lowered Quantity), Shipper shall be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey; or

(2) Withdrawals in excess of 103 percent of the lowered MDWQ set by Transporter's interruption order (Lowered Quantity), Shipper shall be assessed and pay penalties based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey.

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty based on a price per Dth per day equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey shall be assessed to Shipper for all quantities in violation of that operational flow order.

(c) On any Day on which Shipper's injections into storage exceed 110 percent of its applicable MDIQ as described in Shipper's FBS Service Agreement, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of 110 percent of its MDIQ.

(d) If Shipper's injections into storage on any Day exceed its SCQ, Shipper shall pay Transporter a penalty of \$5.00 per Dth for all quantities injected in excess of its SCQ. If Shipper's withdrawals from storage on any Day result in its FBS account having a negative SCQ balance, Shipper shall pay Transporter a penalty of \$5.00 per Dth.

(e) On any Day in which Shipper's unauthorized withdrawals from storage exceed 103 percent of its applicable MDWQ, as described in Shipper's FBS Service Agreement, Shipper shall pay Transporter a penalty based on a price per Dth equal to three times the midpoint of the range of prices reported for "Columbia Gas, Appalachia" as published in Platts Gas Daily price survey for all quantities withdrawn in excess of 103 percent of its MDWQ, provided Transporter shall reduce penalties under this provision to the extent Shipper may pay penalties under Service Agreements under other Rate Schedules for the same quantities.

(f) If Shipper: (i) violates an operational flow order issued by Transporter to withdraw quantities; or (ii) carries over quantities beyond the termination of its FBS Service Agreement, any such quantities automatically shall be forfeited by Shipper to Transporter, free

and clear of all liens and encumbrances. Transporter shall post such forfeited quantities on its EBB as gas available for sale to the highest bidder within a 24-hour notice period. Such posting may provide as a condition of sale that such gas be withdrawn from storage within a period of time to be specified in the notice. Upon receipt of payment, Transporter shall treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions.

(g) All penalties and charges assessed under this Section shall be assessed and paid in addition to all applicable storage rates and charges under this Rate Schedule, including any overrun charges.

(h) In the event Shipper seeks to avoid any penalty provided for in this Section on the ground that such charge was incurred because of a force majeure event as defined in Section 15 (Force Majeure) of the General Terms and Conditions, Shipper shall document such force majeure event to Transporter. Transporter shall waive penalties to the extent that it determines that the imbalance was caused by a bona fide force majeure event as defined in said Section 15.

(i) Transporter may waive its right to collect all or any portion of penalties assessed against Shipper or its right to retain all or any portion of Shipper's gas, provided that any such waiver is granted in a nondiscriminatory manner.

## 8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 11, 19.1, 19.2, 19.4, 33, 34, 36 through 42, and 44 through 45.

PAL RATE SCHEDULE  
PARKING AND LENDING SERVICE

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from and deliver gas to Shipper, (ii) Shipper has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, (iii) Shipper has executed a Master Parking and Lending ("PAL") Agreement with Transporter for parking or lending service, (iv) Shipper has agreed to be bound by the rates, term, quantity, and point(s) of transaction for service set forth in each applicable PAL Transaction Confirmation Sheet(s) subject to the Master PAL Agreement, submitted to Shipper by Transporter and (v) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, service under this Rate Schedule shall consist of parking and lending of gas on any day. Specifically, service rendered by Transporter under this Rate Schedule shall be provided on an interruptible basis, subject to the quantity limitations set forth in Shipper's Transaction Confirmation Sheet, and shall consist of:

(1) 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 on Transporter's system for receipt of parked quantities; (2) Transporter holding the parked quantities on Transporter's system; and (3) the 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) on Transporter's system; provided, however, that Transporter is not obligated to return parked quantities on the same day and at the same point the gas is parked.

(2) Lending Service. Lending Service is an interruptible service which provides for (1) Shipper's receiving gas quantities from Transporter at the point(s) of service agreed to by Transporter and Shipper on Transporter's system 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) on Transporter's system; provided, however, Transporter is not obligated to accept return of loaned gas on the same day and at the same point the gas is loaned.

(3) Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver gas quantities at the designated points of service for

parking or lending service hereunder. Transportation service is not provided under this Rate Schedule. 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, then Shipper shall accomplish such transactions pursuant to nominations under separate transportation agreement(s) with Transporter to effectuate receipt or delivery of the gas from or to the other point(s).

(b) Services provided under this Rate Schedule shall be interruptible and available only to the extent capacity is available from time to time. Service provided under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders to the extent provided in this Rate Schedule and in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

In the event that Shipper submits a nomination, or deemed nomination under Auto PAL service, that would have reduced its parked quantities or loaned quantities on any day and Transporter is unable to schedule all the quantities nominated because there is inadequate park and loan capacity available, solely for the purpose of calculating the Account Balance Charge, Transporter shall reduce the parked quantities or loaned quantities for each such day by the quantity of gas Transporter was unable to deliver in response to Shipper's nomination. Additionally, Transporter and Shipper may mutually agree to extend the agreed upon term for the amount of time that Transporter was unable to schedule the Parking and/or Lending Service.

(c) Service rendered under this Rate Schedule shall be provided for a minimum of a one (1) day term and a maximum term as established by the mutual agreement of Transporter and Shipper. Each parking service or lending service arrangement shall be rendered pursuant to separate Transaction Confirmation Sheet except in the case of Auto PAL, where the terms of both parking and lending service will be specified in the Master Auto PAL Agreement. The Transaction Confirmation Sheet is (are) subject to the Master PAL Agreement between Transporter and Shipper.

(d) The points on Transporter's system at which Transporter and Shipper may agree to provide service under this Rate Schedule will be maintained on a Master List of Interconnections (MLI) posted by Transporter on its Electronic Bulletin Board (EBB). The points on the MLI may be incorporated by reference in Shipper's Transaction Confirmation Sheet.

(e) Service rights under the Transaction Confirmation Sheet may not be assigned or released.

### 3. NOMINATING AND SCHEDULING

Shipper shall nominate and Transporter shall schedule service under this Rate Schedule pursuant to the provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions and Section 5 of this Rate Schedule; provided, however, that a Shipper who has executed a Master Auto PAL Agreement may elect to have Transporter automatically deem certain quantities to be parked or loaned pursuant to the terms of the Master Auto PAL Agreement.

### 4. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, on any day, shall be no higher than the applicable total effective maximum rate charges and no lower than the applicable total effective minimum rate charges set forth in the currently effective Part V.13 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in section 4(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper and specified in Shipper's Transaction Confirmation Sheet.

(1) Account Balance Charge. The maximum Account Balance Charge for each Dekatherm (Dth) of gas parked or loaned at each point of service under Shipper's Transaction Confirmation Sheet at the end of each day during the Month.

(2) Surcharges. The surcharges applicable to this Rate Schedule.

(c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) Transporter shall not retain from the gas tendered for parking or lending any quantities for Retainage.

### 5. OPERATIONAL REQUIREMENTS OF TRANSPORTER

(a) Shipper may be required, upon notification from Transporter, to cease or reduce deliveries to, or receipts from, Transporter hereunder 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 via Electronic Notice Delivery. 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 when recalling (or requiring the withdrawal of) 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 Shipper makes a timely and valid nomination, which Transporter subsequently confirms, 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: (1) any parked quantity not removed 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; (2) any loaned quantity not returned within the time frame specified by Transporter's notice shall be sold to Shipper at 150 percent of the Spot Market Price for each Dekatherm. "Spot Market Price", for purposes of this Section, shall mean, for each Dekatherm on each applicable day on which the gas was to be repaid, the "Columbia Gas, Appalachia, Midpoint" price index as published in Gas Daily's Daily Price Survey, or successor publication.

(b) In the event parked quantities remain in Transporter's system and/or loaned quantities have not been returned to Transporter's system at the expiration of any Agreement executed by Shipper and Transporter, Transporter and Shipper may mutually agree to an extended time frame and/or modified terms, including the rate, of such Agreement. In the event that Shipper and Transporter are unable to come to such 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 ten (10) days; provided, however, that Transporter shall always have the right to recall up to 5,000 Dth from Shipper on any day. Any parked quantity not removed 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 returned within the time frame specified by Transporter's notice shall be sold to Shipper at 150 percent of the Spot Market Price for each Dekatherm. Transporter shall post such forfeited quantities on its Internet EBB as gas available for sale to the highest bidder within a 24-hour notice period. Upon receipt of payment, Transporter shall treat the forfeited gas proceeds as Penalty Revenues as defined in Section 19.6 of the General Terms and Conditions. If Shipper does not return loaned quantities within the time frame specified by Transporter's notice, Shipper shall pay Transporter for the cost of each Dth of the loaned quantity. The payment will be determined by selling the gas to Shipper at 150 percent of the Spot Market Price. "Spot Market Price", for purposes of this Section, shall mean, for each Dekatherm, on each applicable day on which the gas was to be repaid, the "Columbia Gas, Appalachia, Midpoint" price index as published in Gas Daily's Daily Price Survey, or successor publication. For purposes of calculating Penalty Revenues pursuant to Section 19.6 of the General Terms and Conditions, any amount above 100 percent of the Spot Market Price, net of Transporter's costs, will be treated as a penalty revenue to be credited back to non-offending Shippers.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 11, 14, 27, 33 through 36, and 38 through 45.

AS RATE SCHEDULE  
AGGREGATION SERVICE

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Shipper has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, (iii) Shipper has executed an AS Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall receive quantities at Receipt Points for Production and deliver thermally equivalent quantities at the corresponding Aggregation Points. Such service shall be provided on an interruptible basis and shall apply to all gas transported by Transporter for Shipper under this Rate Schedule, up to the Transportation Quantity set forth in Shipper's AS Service Agreement.

(b) Service provided under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) In accordance with the provisions of this Rate Schedule, Shipper may aggregate gas supplies from multiple Receipt Points for Production within the Aggregation Areas described below, for transfer at the delivery point (Aggregation Point) specified for each such Aggregation Area. Aggregation Points may be primary or secondary receipt points in Shipper's or other parties' Service Agreements under Transporter's firm and interruptible transportation Rate Schedules.

(d) Service rights under an AS Service Agreement may not be released and assigned.

3. AGGREGATION AREAS AND AGGREGATION POINTS

(a) The Aggregation Areas under this Rate Schedule are shown on the map available on Transporter's EBB, which may be accessed using the following link: <https://ebb.tceconnects.com/infopost/Documents.aspx?Folder=%5C%5Ctco%5C%5Cmaps>. The Aggregation Points associated with those Aggregation Areas are as follows:

1. Kenova, Wayne County, WV
2. Flat Top, Mercer County, WV
3. Cobb, Kanawha County, WV
4. Alexander, Upshur County, WV
5. Delmont, Westmoreland County, PA
6. McClellandtown, Fayette County, PA
7. [Removed]
8. Crawford, Fairfield County, OH
9. York, Medina County, OH
10. Dungannon, Columbiana County, OH
11. Binghamton, Broome County, NY
12. West Union, Doddridge County, WV

(b) Transporter may from time to time change the Aggregation Areas and Aggregation Points to adjust for changes in operations or to respond to market requirements by posting such change on Transporter's EBB.

#### 4. OPERATING CONDITIONS

(a) For all Receipt Points for Production, Shipper shall nominate quantities as follows:

(1) Shipper shall nominate quantities to be transported from the receipt points to the Aggregation Point in accordance with the provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions as modified by the procedure set forth below.

(2) Shipper shall provide to Transporter through Transporter's EBB, at such times as may be established by Transporter, the following information: the names of the shippers nominating gas from Shipper's Aggregation Point; the transportation contracts held by those shippers, identified by Transporters' contract number; the quantities nominated by each shipper; a supply reduction list for such quantities; and such other data as Transporter may deem necessary to render service.

(b) For all receipt points for Appalachian production, the following procedures shall also apply:

(1) Shipper shall provide Transporter through Transporter's EBB a list of meters at which service will be provided hereunder. Shipper and Transporter shall agree on the production to be received by Transporter at each Appalachian receipt point. The quantities agreed upon for each receipt point shall be used to allocate and confirm supplies. Shipper shall cause the operators of such meters to submit written confirmations to Transporter.

(2) Two days before each of the flow dates set forth on the following schedule, Shipper shall confirm with Transporter through Transporter's EBB the sale and nomination for transportation of the minimum percentages of the estimated Appalachian production set forth below:

<u>Flow Date</u>	<u>Percentage of Gas Sold</u>
1st	25% (of quantity)
8th	50%
15th	75%
22nd	100%

(3) If the requisite percentages of gas from Appalachian receipt points are not sold and nominated for transportation by the flow dates specified, Transporter may (i) issue interruption or operational flow orders to Shipper, and (ii) reduce supplies in accordance with Shipper's supply reduction lists, as specified in Section 4(a)(2) of this Rate Schedule.

(4) At any receipt point or delivery point where gas is flowing to or from multiple parties, Shipper shall provide to Transporter a Predetermined Allocation Methodology agreement in accordance with the procedures set forth in Section 8 (Meter Allocations) of the General Terms and Conditions.

(5) Shipper shall provide to Transporter through Transporter's EBB, at such times as may be established by Transporter, the following information: the names of the shippers nominating gas from Shipper's Aggregation Point; the transportation contracts held by those shippers, identified by Transporters' contract number; the quantities nominated by each shipper; a supply reduction list for such quantities; and such other data as Transporter may deem necessary to render service.

(c) Pool-to-pool transfers by Shippers may be permitted by Transporter at an Aggregation Point. Transfers among Aggregation Points or to Service Agreements under Transporter's IPP Rate Schedule also may be permitted on an interruptible basis. Requests for such transfers shall be made in accordance with the nomination procedures set forth in Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. Transporter shall not unreasonably withhold approval of pool-to-pool transfers.

(d) In the event that supplies exceed nominations for a given pool under this Rate Schedule, Shipper shall identify through Transporter's EBB the priorities of flow so as to enable Transporter to reduce supplies to match the market demand. In the event that nominations exceed supplies for a given pool under this Rate Schedule, Transporter shall reject any nominations against that pool that have not been confirmed by Shipper.

(e) Any differences between confirmed nominations and actual receipt quantities shall be held as an operational imbalance under Shipper's AS Service Agreement. Such an imbalance shall not exceed two percent of Shipper's aggregate nominations for the Month. To maintain a concurrent balance between receipts and deliveries, Transporter may monitor and adjust confirmed nominations in accordance with the provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. Shipper shall correct operational imbalances at the first available opportunity, but in no event later than the last day of the month in which Shipper is notified of its imbalance status for the immediately preceding month, by tendering a nomination to Transporter in accordance with Sections 6.2(j) and 6.2(k) of the General Terms and Conditions.

## 5. RATE

No rate will be charged for service under this Rate Schedule. Transporter shall continue to charge for those pool quantities any applicable processing charge from sources to which the processing charge applies. In the event that Transporter transports Shipper's gas through any pipeline classified as gathering, the Shipper shall pay the maximum Gathering Charges specified according to the currently effective Part V.14 (Currently Effective Rates, Gathering Rates) of this Tariff or the appropriate gathering service agreement for all gas transported through such pipeline during the billing month. Gas transported through the gathering meters shown in the list updated from time to time on Transporter's Electronic Bulletin Board, shall be subject to the applicable aforementioned gathering charge, provided that any such meter is located on or immediately upstream of pipelines classified as gathering plant on Transporter's books. Transporter reserves the right to file pursuant to Section 4 of the Natural Gas Act to implement charges to recover any and all costs of providing service under this Rate Schedule. Before Transporter implements such a charge, Shipper shall have the right to cancel its AS Service Agreements that are subject to that charge.

## 6. PENALTIES

(a) If Shipper fails to interrupt service as directed by Transporter pursuant to Section 16 (Interruptions of Service) of the General Terms and Conditions and thereby takes gas from or tenders gas to Transporter in excess of 103 percent of the lowered Scheduled Daily Receipt or Delivery Quantity (Lowered Quantity) set by Transporter's interruption order, Shipper shall be assessed and pay penalties of \$5.00 per Dth on the first three percent of quantities taken or tendered in excess of its Lowered Quantity, and \$10.00 per Dth for quantities taken or tendered in excess of 103 percent of its Lowered Quantity.

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty of \$5.00 per Dth per day shall be assessed to Shipper for all quantities in violation of that operational flow order.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 14, 19.1, 19.2, and 19.4, 33 through 45.

IPP RATE SCHEDULE  
INTERRUPTIBLE PAPER POOLS

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) to any Shipper, provided that (i) Shipper has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, (ii) Shipper has executed an IPP Service Agreement with Transporter, and (iii) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Subject to the limitations set forth below, Transporter shall provide an accounting service for gas supplies pooled by Shipper pursuant to this Rate Schedule.

(b) In accordance with the provisions of this Rate Schedule, Shipper may aggregate or "pool" gas supplies for purposes of transportation from (i) any source delivered into Transporter's pipeline system, or (ii) any Aggregation Points under the AS Rate Schedule. Pooling under this Rate Schedule is interruptible, in accordance with the priorities described in Section 16 (Interruptions of Service) of the General Terms and Conditions, and subject to operational flow orders as set forth in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Service rights under an IPP Service Agreement may not be released and assigned.

3. OPERATING CONDITIONS

(a) For all receipt points for non-Appalachian production, Shipper shall nominate quantities as follows:

(1) Shipper shall nominate quantities to be transported from the receipt points to the pool in accordance with the provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions, as modified by the procedure set forth below.

(2) Shipper shall provide to Transporter through Transporter's EBB, at such times as may be established by Transporter, the following information: the names of the shippers nominating gas from Shipper's gas supply pools; the transportation contracts held by those shippers, identified by Transporter's contract number; the quantities nominated by each shipper; a supply reduction list for such quantities, and such other data as Transporter may deem necessary to render service.

(b) For all receipt points for Appalachian production the following procedures shall apply:

(1) Shipper shall provide Transporter through Transporter's EBB, at least 30 days in advance, a list of meters at which service will be provided hereunder. Shipper and Transporter shall agree in advance on the monthly production to be received by Transporter at each Appalachian receipt point. The quantities agreed upon for each receipt point shall be used for purposes of allocation and confirmation of supplies. Shipper shall cause the operators of such meters to submit written confirmations to Transporter. Transporter may, on a nondiscriminatory basis, waive the 30-day notice requirement set forth in this Section 3(b)(1).

(2) Two days before the flow dates set forth on the following schedule Shipper shall confirm with Transporter the sale and nomination for transportation of the minimum percentages of the estimated Appalachian production set forth below:

<u>Flow Date</u>	<u>Percentage of Gas Sold</u>
1st	25% (of quantity)
8th	50%
15th	75%
22nd	100%

(3) If the requisite percentages of gas from Appalachian receipt points are not sold and nominated for transportation by the flow dates specified, Transporter may (i) issue interruption or operational flow orders to Shipper, and (ii) reduce supplies in accordance with Shippers' supply reduction lists, as specified in Section 3(a)(2) of this Rate Schedule.

(4) At any receipt point or delivery point where gas is flowing to or from multiple parties, Shipper shall provide to Transporter a Predetermined Allocation Methodology agreement in accordance with the procedures set forth in Section 8 (Meter Allocations) of the General Terms and Conditions.

(5) Shipper shall provide to Transporter through Transporter's EBB, at such times as may be established by Transporter, the following information: the names of the shippers nominating gas from Shipper's gas supply pools; the transportation contracts held by those shippers, identified by Transporter's contract number; the quantities nominated by each shipper; a supply reduction list for such quantities, and such other data as Transporter may deem necessary to render service.

(c) Pool-to-pool transfers by Shippers shall be permitted. Nominations for such transfers shall be submitted in accordance with the nomination procedures set forth in Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. Transporter shall not unreasonably withhold approval of pool-to-pool transfers.

(d) In the event that supplies exceed nominations for a given pool under this Rate Schedule, Shipper shall identify through Transporter's EBB the priorities of flow so as to enable Transporter to reduce supplies to match the market demand. In the event that nominations exceed supplies for a given pool under this Rate Schedule, Transporter shall reject any nominations against that pool that have not been confirmed by Shipper.

(e) Any differences between confirmed nominations and actual receipt quantities shall be held as an operational imbalance under Shipper's IPP Service Agreement. Such an imbalance shall not exceed two percent of Shipper's aggregate nominations for the Month. To maintain a concurrent balance between receipts and deliveries, Transporter may monitor and adjust confirmed nominations in accordance with the provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions. Shipper shall correct operational imbalances at the first available opportunity, but in no event later than the last day of the month in which Shipper is notified of its imbalance status for the immediately preceding month, by tendering a nomination to Transporter in accordance with Sections 6.2(j) and 6.2(k) of the General Terms and Conditions.

#### 4. RATE

No rate will be charged for service under this Rate Schedule. In the event that Transporter transports Shipper's gas through any pipeline classified as gathering, the Shipper shall pay the maximum Gathering Charges specified according to the currently effective Part V.14 (Currently Effective Rates, Gathering Rates) of this Tariff or the appropriate gathering service agreement for all gas transported through such pipeline during the billing month. Gas transported through the gathering meters shown in the list updated from time to time on Transporter's Electronic Bulletin Board, shall be subject to the applicable aforementioned gathering charge, provided that any such meter is located on or immediately upstream of pipelines classified as gathering plant on Transporter's books. Transporter reserves the right to file pursuant to Section 4 of the Natural Gas Act to implement charges to recover any and all costs of providing service under this Rate Schedule. Before Transporter implements such a charge, Shipper shall have the right to cancel its IPP Service Agreements that are subject to that charge.

#### 5. PENALTIES

(a) If Shipper fails to interrupt service as directed by Transporter pursuant to Section 16 (Interruptions of Service) of the General Terms and Conditions and takes gas from or tenders gas to Transporter in excess of 103 percent of the lowered Scheduled Daily Receipt or Delivery Quantity (Lowered Quantity) set by Transporter's interruption order, Shipper shall be assessed and pay penalties of \$5.00 per Dth on the first three percent of quantities taken or tendered in excess of its Lowered Quantity, and \$10.00 per Dth for quantities taken or tendered in excess of 103 percent of its Lowered Quantity.

(b) If Shipper fails to comply with an operational flow order issued by Transporter pursuant to Section 17 (Operational Flow Orders) of the General Terms and Conditions, a penalty of \$5.00 per Dth per day shall be assessed to Shipper for all quantities in violation of that operational flow order.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 14, 19.1, 19.2 19.4, and 33 through 45.

MS RATE SCHEDULE  
MERCHANT SALES SERVICE

1. AVAILABILITY

Service under this Rate Schedule shall be available from Columbia Gas Transmission, LLC ("Seller") to any gas purchaser ("Buyer") which has executed a firm or an interruptible Sales Service Agreement with Seller.

2. APPLICABILITY

This Rate Schedule shall be applicable to all firm and interruptible sales services rendered by Seller under the blanket certificate of public convenience and necessity granted to Seller by 18 C.F.R. Section 284.284(a) and Order No. 636 of the Federal Energy Regulatory Commission issued April 8, 1992.

3. SALES SERVICE AGREEMENT

Sales service under this Rate Schedule shall be available only on the condition and to the extent that Seller and Buyer have agreed to such service and have executed a firm or an interruptible Sales Service Agreement that contains the terms, conditions, rates and fees applicable to such service. Seller shall not be required to negotiate identical terms, conditions or prices with Buyers under this Rate Schedule. Seller shall not be required to disclose the contents of any Sales Service Agreement. Seller shall have no obligation to provide sales service for any daily or annual quantity of gas in excess of that specifically agreed to in the Sales Service Agreement and such obligation shall be coextensive with the terms of the agreement. In accordance with 18 C.F.R. Section 284.285, Seller is authorized to abandon the sales service to which the Sales Service Agreement relates upon termination of such Agreement without obtaining any addition approval of the Federal Energy Regulatory Commission for such abandonment.

4. TERMS, CONDITIONS, RATES AND FEES

The terms, conditions, rates and fees applicable to service under this Rate Schedule shall be those terms, conditions, rates and fees to which Seller and Buyer have agreed in their Sales Service Agreement.

5. POINT OF SALE

The point or points of sale for all natural gas sold by Seller to Buyer under this Rate Schedule shall be specified in the individual Sales Service Agreement. The point or points of sale shall be (a) any point at which the natural gas enters Seller's system, including points of receipt for Appalachian gas, (b) any point at which Seller's system interconnects with that of

another interstate or intrastate pipeline, (c) at any point on an upstream interstate or intrastate pipeline or pipelines, or (d) Seller's storage facilities if the gas is available for sale pursuant to the provisions of Section 7(h) of the FSS Rate Schedule, Section 7(c) of the ISS Rate Schedule, Section 3(c) of the SIT Rate Schedule, or Section 9.13(c) of the General Terms and Conditions.

6. CURTAILMENT AND INTERRUPTION

Delivery of gas on a firm basis by Seller to Buyer under this Rate Schedule shall be subject to curtailment in accordance with Section 32 (Curtailment) of the General Terms and Conditions. Delivery of gas under interruptible sales agreements shall be interrupted on the basis of the unit price being paid by Buyers.

7. TRANSPORTATION

Gas purchased by Buyer from Seller under this Rate Schedule shall be transported pursuant to the terms of separate transportation agreements. All transportation arrangements shall be the responsibility of Buyer.

8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 3, 4, 6, 7, 8, 9.2, 9.3, 11, 12, 13, 14, 16, 17, 18, 19, 20, 23, 24, 27, 33 through 45.

LSS RATE SCHEDULE  
LNG STORAGE SERVICE

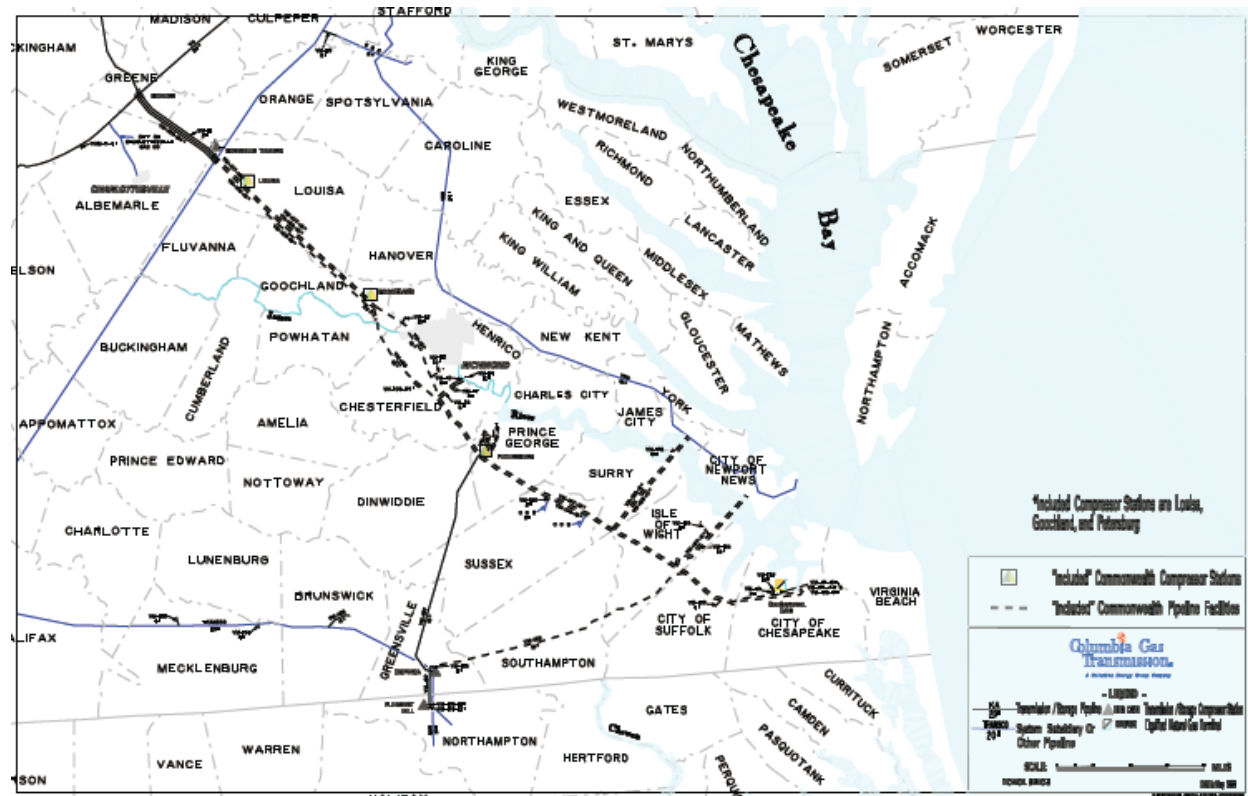
Transporter currently owns and operates a liquefied natural gas (LNG) plant in Chesapeake, Virginia. All capacity in the (formerly Commonwealth) LNG plant storage facilities is fully contracted under Rate Schedules X-131, X-132 and X-133 contained in Volume 2 of this Tariff. If such capacity becomes available and uncommitted as a result of the termination of Rate Schedules X-131, X-132 or X-133 and Transporter in its discretion desires to continue providing service through such facilities, Transporter will file an LSS Rate Schedule to provide service at such facilities on an open-access basis; provided that doing so is not otherwise contradictory to any other obligation, or a Commission (or other regulatory body) order, rule or regulation. Such LSS Rate Schedule shall set forth the availability, applicability, character, injection and withdrawal capabilities, operational limitations and restrictions, rates, applicable General Terms and Conditions of this Tariff, and all other terms and conditions necessary and appropriate in order to provide access to such capacity consistent with Part 284 of the Commission's Regulations. If Transporter, in its discretion, desires to discontinue service through the LNG facilities, Transporter will file for any necessary abandonment authority in accordance with the Natural Gas Act and the Commission's rules and regulations.

Nothing herein by implication or otherwise shall in any way be construed as: (i) a modification, limitation or amendment to Rate Schedules X-131, X-132 or X-133; (ii) bestowing an expectation or constituting a guarantee that an LSS Storage Service will become available; (iii) limiting in any way Transporter's right to own, sell, lease, pre-commit, abandon, operate or maintain the LNG plant and facilities in accordance with the Natural Gas Act and the Commission's rules and regulations.

FT-C RATE SCHEDULE  
FIRM TRANSPORTATION SERVICE-COMMONWEALTH

1. AVAILABILITY

Service under this Rate Schedule is available from Columbia Gas Transmission, LLC (Transporter) and is limited to the 54,632 Dth/day of capacity associated with the former Commonwealth Pipeline Facilities (“Commonwealth Facilities”) which shall be defined as the facilities identified as the “Included” Commonwealth Pipeline Facilities on the following facility map:



Subject to these limitations, service is available to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Transporter has awarded capacity to Shipper under the provisions of Section 4 (Availability of Capacity for Firm Services) of the General Terms and Conditions or through the Settlement filed in Docket No. RP14-393, (iii) Shipper has executed an FT-C Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

## 2. APPLICABILITY AND CHARACTER OF SERVICE

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter under this Rate Schedule shall receive scheduled quantities from or on behalf of Shipper and shall deliver thermally equivalent scheduled quantities, less Retainage, to or for Shipper. Such service shall be provided on a firm basis and shall apply to all gas transported by Transporter for Shipper under this Rate Schedule, up to the Transportation Demand set forth in Shipper's FT-C Service Agreement.

(b) Service provided under this Rate Schedule (i) shall have the priority specified in Section 7 (Capacity Allocation) of the General Terms and Conditions, (ii) shall be subject to interruption to the extent provided in this Rate Schedule or in Section 16 (Interruptions of Service) of the General Terms and Conditions, and (iii) shall be subject to operational flow orders to the extent provided in this Rate Schedule or in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

(c) Transporter shall not be obligated on any Day to accept gas in excess of the lesser of (i) Shipper's Transportation Demand plus Retainage, or (ii) Shipper's Scheduled Daily Receipt Quantity. Transporter also shall not be obligated on any Day to deliver more gas to Shipper than the lesser of (i) Shipper's Transportation Demand, (ii) Shipper's Scheduled Daily Delivery Quantity, or (iii) the quantity of gas Transporter receives for Shipper less Retainage. For the purpose of balancing any imbalances in Shipper's account, Shipper may deliver or take quantities in excess of the above limitations in accordance with the provisions of Section 6 (Nominating, Scheduling, and Monitoring) and Section 7 (Capacity Allocation) of the General Terms and Conditions.

(d) Service rights under an FT-C Service Agreement may be released and assigned on a temporary or permanent basis in accordance with Section 14 (Release and Assignment of Service Rights) of the General Terms and Conditions. Service to a replacement shipper under any such release and assignment shall be subject to the provisions set forth in this Rate Schedule and in the applicable General Terms and Conditions.

(e) Transporter and Shipper may mutually agree on a not unduly discriminatory basis to (i) different termination dates for specified volumes of Transportation Demand within the same Service Agreement and/or (ii) combine Service Agreements under this Rate Schedule into a single Service Agreement under this Rate Schedule with different termination dates for specified volumes of Transportation Demand. Transporter and Shipper may mutually agree to combine Service Agreements only to the extent that the individual Service Agreement's rates, terms, and conditions can be distinctly maintained and will not be altered by the combination. For each Service Agreement(s) executed in accordance with this Section 2(e), each of the varying termination dates and associated volumes of Transportation Demand will be set forth on a separate Appendix A to the Service Agreement applicable to service pursuant to this Rate Schedule. Each component with a different termination date for a specified volume of

Transportation Demand within the same Service Agreement and reflected in a separate Appendix A will be regarded as a single Service Agreement for purposes of Shipper's exercise of any right of first refusal under the provisions of Section 4 of the General Terms and Conditions of Transporter's Tariff. In the event of a constraint or other occurrence that precludes combined nominations or allocations, Transporter may advise Shippers under such combined Service Agreements that capacity must be nominated separately, and is subject to separate allocation, pursuant to the terms of each separate Appendix A of the Service Agreement. Each Appendix A of the combined Service Agreements will be identified by its original contract number or such other identification convention determined to be applicable by Transporter.

### 3. RATE

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than the applicable total effective maximum charges and no lower than the applicable total effective minimum charges set forth in the currently effective Part V.15 of this Tariff, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 3(b) below.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless otherwise mutually agreed to by Transporter and Shipper with respect to the charges identified in Section 3(b) below, and specified in Shipper's FT-C Service Agreement.

(1) Reservation Charge. The maximum Reservation Charge for each Month, assessed on each Dth of Transportation Demand specified in Shipper's FT-C Service Agreement.

(2) Commodity Charge. The maximum Commodity Charge per Dth of gas actually delivered each Day during the Month to or for the account of Shipper.

(3) Overrun Charge. The applicable Overrun Charge per Dth of gas actually delivered on any Day during the Month in excess of Shipper's Transportation Demand.

(4) Surcharges. The surcharges applicable to this Rate Schedule.

(c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in the General Terms and Conditions.

(d) The Reservation Charge shall apply as of the date service is deemed to commence by the terms of Shipper's FT-C Service Agreement.

(e) In addition to collecting the applicable charges and surcharges, Transporter shall retain from the gas tendered for transportation the effective Transportation Retainage Percentage set forth in the currently effective Part V.17 of this Tariff, unless otherwise negotiated by

Transporter and Shipper, and specified in Shipper's FT-C Service Agreement. That Transportation Retainage Percentage shall be subject to adjustment in accordance with Section 35 (Retainage Adjustment Mechanism) of the General Terms and Conditions.

(f) Secondary Access. For secondary service outside of the Commonwealth Facilities, Shipper will be subject to all rates and surcharges associated with Rate Schedule FTS service.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 36, 39, 40, 41, 43, 44, 45, 49.4, 50, and 52.