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Jim Downs
 Vice President of Rates & Regulatory Affairs

June 1, 2016

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

Re: *Columbia Gas Transmission, LLC*, Docket No. RP16-____
Multi-Party Contracting

Dear Ms. Bose:

In accordance with Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “the Commission”) regulations¹ and in compliance with the Commission Order No. 809, *et al.*,² Columbia Gas Transmission, LLC (“Columbia”) hereby submits for Commission review and approval the following revised tariff sections of its FERC Gas Tariff, Fourth Volume No. 1, with a proposed effective date of July 1, 2016:

<u>Part</u>	<u>Version</u>	<u>Title</u>
I	12.0.0	Table of Contents
VI.1	5.0.0	Rate Schedule FTS
VI.2	4.0.0	Rate Schedule NTS
VI.3	5.0.0	Rate Schedule NTS-S
VI.6	5.0.0	Rate Schedule OPT
VI.7	4.0.0	Rate Schedule TPS
VII.1	9.0.0	Definitions
VII.37	5.0.0	Compliance with 18 CFR
IX	2.0.0	Multi-Party Service Agreement
IX.1	2.0.0	FTS, NTS, NTS-S, TPS and OPT
IX.1.1	0.0.0	Appendix A for FTS, NTS, NTS-S and TPS
IX.1.2	0.0.0	Appendix B for FTS, NTS, NTS-S and TPS
IX.1.3	0.0.0	Appendix A for OPT

Statement of Nature, Basis and Reasons

In this instant filing, Columbia is revising its Tariff to comply with the Commission’s directives in Order No. 809. On April 16, 2015, the Commission issued Order No. 809 consisting of revised regulations “to better coordinate the scheduling of wholesale natural gas and electricity markets in light of increased reliance on natural gas for electric generation, as well as to provide additional scheduling

¹ 18 C.F.R. Part 154 (2016).

² *Coordination of the Scheduling Processes of Interstate Natural Gas Pipelines and Public Utilities*, Order No. 809, 80 Fed. Reg. 23197 (Apr. 24, 2015), FERC Stats. & Regs. 31,368 (crossed-referenced at 151 FERC ¶ 61,049(2015)) (Order No. 809 or Final Rule).

flexibility to all shippers on interstate natural gas pipelines.”³ With respect to this filing, in Order No. 809, the Commission added Section 284.12(b)(1)(iii) to its regulations to require all interstate pipelines, within 60 days of a shipper request, to file appropriate tariff changes to allow multiple shippers associated with a designated agent or asset manager to be jointly and severally liable under a single firm transportation service agreement, subject to reasonable terms and conditions.⁴ The Commission noted that the availability of multi-party firm transportation contracts will provide shippers, including gas-fired generators, with greater flexibility and facilitate more efficient use of pipeline capacity.⁵ The Commission gave discretion to the pipelines to structure the shipper’s relationship to the pipeline in its tariff (“rights and responsibilities related to the shippers’ relationship to the pipeline will be determined by the individual pipeline’s tariff, but rights and responsibilities as between the shippers and their agent or asset manager, such as how capacity is allocated between the contracting parties on any given day, will be determined by the parties and the agent or asset manager to the transportation contract.”⁶)

Accordingly, Columbia is filing Tariff revisions to allow multiple parties to enter into a single service agreement for firm transportation service. Under Columbia’s proposal, a group of parties (each referred to as a “Principal”) who desire to enter into a single service agreement (“the Multi-Party Service Agreement”) under Rate Schedules FTS, NTS, NTS-S, TPS and OPT will appoint a party (referred to as the “Administrator”) to act as their agent to enter into a Multi-Party Service Agreement, provided the following conditions are met:

- (1) 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) 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) Principals agree that they shall be treated collectively as one Shipper for nomination, allocation and billing purposes; and
- (4) 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.

Columbia is also requesting that Principals and Administrators furnish notice of their desire to enter into a Multi-Party Service Agreement through execution of an Administrator Agreement between Principals and Administrators, and because Columbia will not be a party to this Administrator Agreement, the Administrator Agreement will be posted on Columbia’s Electronic Bulletin Board and not put into the Tariff.⁷

In addition, the proposed new language provides that the Administrator may amend the service agreement to remove a Principal or to add a Principal that meets the conditions enumerated above and the requirements of the creditworthiness provisions set forth in Columbia’s Tariff; however, no such amendment will be binding on Columbia prior to its receiving notice of the amendment in the form of a new, executed Administrator Agreement between Principals and Administrator.

³ Order No. 809 at Summary.

⁴ *Id.* at P 142.

⁵ *Id.* at P 143.

⁶ Order No. 809 at P 147.

⁷ See Administrator Agreement attached as Attachment A.

Columbia also proposes to include a new Form of Multi-Party Service Agreement under Rate Schedules FTS, NTS, NTS-S, TPS and OPT. The new Form of Multi-Party Service Agreement is identical to the Form of Service Agreement for Rate Schedules FTS, NTS, NTS-S, TPS and OPT already in the Tariff except the Form of Multi-Party Service Agreement includes blank spaces to be filled in with the individual names of the Principals and the Administrator.

Columbia requests that the Commission approve the proposed Tariff revisions because the revisions are consistent with Order No. 809. The Commission granted pipelines discretion to structure the “rights and responsibilities related to the shippers’ relationship to the pipeline,” and Columbia has structured its Tariff revisions to give the shippers’ flexibility to enter into a Multi-Party Service Agreement while balancing Columbia’s desire to protect itself from default. Columbia also modeled the proposed revisions on other pipelines’ proposals that have been accepted by the Commission,⁸ and consistent with those proceedings, Columbia requests that the Commission approve the Tariff revisions.

Finally, Columbia has not yet received a request from any of its customers or potential customers to enter into a multi-party contract for firm transportation service; however, Columbia anticipates that this option will become more desirable, and Columbia is submitting the instant proposal in order to be ready to provide this option to its customers upon request.

Request for Waiver

Pursuant to Section 154.7(a)(7), Columbia respectfully requests that the Commission grant any waivers that it may deem necessary to accept this filing and to allow the Tariff revisions to be effective on July 1, 2016.

Motion

Pursuant to Section 154.7(a)(9) of the Commission’s regulations, Columbia moves to place the proposed tariff records into effect at the requested effective date of July 1, 2016.

Material Submitted Herewith

In accordance with Section 157(a)(1) of the Commission’s regulations, the following material is submitted herewith:

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

Posting and Certification of Service

Pursuant to Sections 154.2(d), 154.7(b), and 154.208(b) of the Commission’s regulations, a copy of this tariff filing is being served to all of Columbia’s existing customers, and affected state commissions. A copy of this tariff filing is also available for public inspection during regular business hours in a convenient form and place at Columbia’s offices at 5151 San Felipe, Suite 2400, Houston, Texas, 77056.

⁸ See *Texas Eastern Transmission, LP*, Letter Order, Docket No. RP16-18-000 (Oct. 23, 2015); *Transcontinental Gas Pipe Line Corp.*, Letter Order, Docket No. RP10-1099-000 (Sept. 14, 2010).

Service on Columbia

It is requested that a copy of all communications, correspondence and pleadings with respect to this filing be sent to:

*James R. Downs, Vice President of Rates & Regulatory Affairs
Sorana Linder, Director of Rates & Regulatory Affairs
Columbia Gas Transmission, LLC.
5151 San Felipe, Suite 2400
Houston, Texas 77056
Phone: (713) 386-3759
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*Persons designated for official service pursuant to Rule 2010.

Subscription

Pursuant to Section 385.2005 and Section 385.2011(c)(5) of the Commission's regulations, the undersigned certifies that: (1) he has read the filing and knows its contents; (2) the contents are true to the best of his knowledge and belief; and (3) the undersigned possesses full power and authority to sign the filing.

Respectfully submitted,



James R. Downs
Vice President, Rates and Regulatory Affairs

Enclosures

APPENDIX A

ADMINISTRATOR AGREEMENT

This Administrator Agreement (“Agreement”) is effective _____ (“Effective Date”), by and _____ between

_____,
individually and collectively, “Principals”, and _____,
“Administrator”. Each of the Principals and the Administrator may hereinafter be referred to as a
“Party” or collectively as “the Parties.”

WITNESSETH:

WHEREAS, each of the Principals desire to appoint Administrator as its agent to enter into service agreement[s] (“Service Agreement”) with Columbia Gas Transmission, LLC (“Columbia”) for [_____] transmission service in accordance with the General Terms and Conditions of Columbia’s FERC Gas Tariff;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, the Parties agree as follows:

1. Columbia is a third-party beneficiary of this Agreement and as such retains all rights to enforce this Agreement.
2. Each of the Principals hereby:
 - a. appoints Administrator as its agent from and after the Effective Date to enter into Service Agreement[s] with Columbia in which the Principals shall be treated collectively as one Shipper for contracting, capacity release, scheduling, nomination, allocation, and billing purposes;
 - b. represents and warrants that it has the power and authority to appoint Administrator as its agent and to cause Administrator to enter into the Service Agreement[s] on its behalf;
 - c. represents and warrants that Columbia shall be entitled to rely solely on the Administrator as being the Shipper for all purposes under the Service Agreement[s], including without limitation, the unilateral right to amend, extend or terminate the Service Agreement[s], without liability to Columbia for its reliance thereon;
 - d. agrees to defend, indemnify, and hold Columbia harmless from and against any third party claims attributable to Columbia’s reliance on Administrator’s instruction pursuant to:
 - i. this Agreement or
 - ii. the Service Agreement[s]; and
 - e. represents, warrants, and agrees that it is jointly and severally liable for the obligations of all Principals with respect to the Service Agreement[s] between Administrator and Columbia while the Principal is a party under this Agreement.

3. Administrator hereby:
 - a. accepts the appointment as Administrator and covenants and agrees with each of the Principals that from and after the Effective Date, Administrator will be bound by the terms and conditions of the Service Agreement[s], and will observe and perform the covenants and agreements of the Service Agreement[s];
 - b. represents and warrants that it has the power and authority to accept the appointment as Administrator for the Service Agreement[s] on behalf of each of the Principals;
 - c. agrees to indemnify and hold Columbia harmless from any third party claims attributable to Columbia's reliance on Administrator's instruction pursuant to:
 - i. this Agreement or
 - ii. the Service Agreement[s]; and
 - d. agrees to remain Administrator for so long as the Service Agreement[s] is in effect.
4. Credit support in the amount to be determined pursuant to Sections 3 and 9 of the General Terms and Conditions of Columbia's FERC Gas Tariff for the total contract quantity of the Service Agreement[s] shall be provided to Columbia prior to the effective date of such Service Agreement[s] or of any amendment thereto which increases the contract entitlements.
 - a. In order to facilitate Columbia's credit determinations, each of the Principals is providing credit supporting in the following amounts listed as a percentage of the contract entitlement the specific Principal is supporting:
 - i. [Principal] - ____%
 - ii. [Principal] - ____%
 - iii. [Principal] - ____%
 - iv. [Principal] - ____%[Add additional lines as necessary]
5. In the event of default of one of more of the Parties under the Service Agreement, Columbia, as a party to the Service Agreement and as third-party beneficiary of this Agreement, may pursue recovery of damages from any of the Principals.
6. Each Principal acknowledges and agrees that it is a Principal under the Service Agreement[s] that includes multiple Principals and that Columbia is entitled to rely solely on the Administrator's representation regarding the allocation of rights and obligations among the Principals under the Service Agreement[s], even if the representation is inconsistent with the position of one or more of the Principals. Each Principal releases Columbia from any and all claims, disputes, liability or causes of action it may have arising out of or related to such relationship, Columbia needing only to look to the Administrator for all purposes under the Service Agreement[s].
7. This Agreement may not be assigned.

8. This Agreement shall remain in effect for so long as the Service Agreement[s] [is/are] in effect, including any amendments thereto; provided that the provisions of Section ___ and ___ shall survive termination of this Service Agreement[s]. If Administrator does not execute a Service Agreement[s] with Columbia on behalf of the Principals within six months of the Effective Date, this Agreement shall automatically terminate and have no further force and effect.
9. For the term of the Service Agreement[s], Parties agree to be bound by the terms of Columbia's FERC Gas Tariff. As Columbia's FERC Gas Tariff may be revised, the most recent version of the Columbia FERC Gas Tariff will control. In the event of a conflict between this Agreement and Columbia's FERC Gas Tariff, Columbia's FERC Gas Tariff will control.
10. This Agreement may be executed in multiple counterparts and, when each Party has executed and delivered a counterpart, all counterparts together shall constitute one agreement.
11. All capitalized terms not defined herein shall have the meanings as defined in the Columbia FERC Gas Tariff.

WITNESS WHEREOF, duly authorized representatives of the Parties have executed this Agreement effective as of the day and year first above written.

Principal

By: _____

Name: _____

Date: _____

Principal

By: _____

Name: _____

Date: _____

Administrator

By: _____

Name: _____

Date: _____

[add additional signature lines for Principals]

**CLEAN
TARIFF SECTIONS**

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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.

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; provided, however, that Transporter and Shipper may mutually agree that Transporter's interruption rights shall be during other periods each year. Such interruption term and any mutually agreed interruption periods 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) The 30 or 60 day interruption rights described in Section 2(c) above shall apply for each year, or partial year, that a Service Agreement under this Rate Schedule is in effect.

(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, or, as applicable, during the mutually agreed upon interruption period described in Section 2(c) above 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) Capital Cost Recovery Mechanism Charge.

(7) 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.

1. DEFINITIONS

1.1 "Administrator" shall mean the party designated by the Principals to act on their behalf under a Multi-Party Service Agreement.

1.2 "Billing Month" shall mean the period elapsed between consecutive final monthly meter readings and, when referred to in terms of a calendar month, shall mean that calendar month in which the majority of the Billing Month occurs.

1.3 "Btu" shall mean the British thermal unit as defined by international standards.

1.4 "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays.

1.5 "CCRM Parties" shall be defined as the "Parties" pursuant to Article 7.2 of the CCRM Settlement.

1.6 "CCRM Rate" shall mean the Capital Cost Recovery Mechanism rate that is calculated and adjusted on an annual basis and established through an annual limited NGA Section 4(e) filing as set forth in Article VII of the CCRM Settlement.

1.7 "CCRM Settlements" shall mean the Stipulation and Agreement of Settlement approved on January 24, 2013 in Docket Number RP12-1021-000 and the Stipulation and Agreement of Settlement approved on April 18, 2016 in Docket No. RP16-314.

1.8 "Central Clock Time" or "CT" shall mean Central Standard Time adjusted for Daylight Savings Time. Unless otherwise stated, all times in the Tariff are Central Clock Time.

1.9 "Commission" shall mean the Federal Energy Regulatory Commission.

1.10 "Confirmations" shall mean the process of Transporter agreeing with Interconnecting Operators on quantities that should flow at a location based on nominations received by Transporter and the Interconnecting Operator. Related confirmation terms are:

(a) "Confirming Party" shall mean the entity that Transporter shall contact for confirmation of a quantity of gas with respect to a nomination at a location. Confirming Parties include Interconnecting Operators or upstream/downstream title holders.

(b) "Confirmation by Exception" or "CBE" means that the Confirming Parties agree that one party deems that all requests at a location are confirmed by the other party (the CBE party) without response communication from that party.

The CBE party can take exception to the request by so informing the other party within a mutually agreed upon time frame.

(c) "Explicit Confirmation" shall mean the requirement that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default confirmation methodology.

1.11 "Contesting Parties" shall mean any party defined as a "Contesting Party" pursuant to Articles IX of the CCRM Settlements.

1.12 "Critical Notice" shall mean any notice pertaining to information on system conditions that affect scheduling or adversely affect scheduled gas flow.

1.13 "Cubic Foot" and "Standard Cubic Foot" shall mean that quantity of natural gas that occupies one cubic foot of volume at the Volumetric Measurement Base defined in Section 26.2 of the General Terms and Conditions.

1.14 "Designated Site" shall mean the electronic address used to contact an entity for EDI transmission.

1.15 "Dth" or "Dekatherm" shall mean one million Btu. The standard quantity for nominations, confirmation and scheduling is dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada and gigacalories per Gas Day in Mexico. (For reference 1 dekatherm = 1,000,000 Btu's; and 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm and between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units.

1.16 "EDI" shall mean electronic data interchange as defined by the standards established by the GISB and approved by the Commission, or Transporter defined data sets where no GISB standard exists.

1.17 "Elapsed Prorata Capacity" shall mean that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

1.18 "Elapsed Prorated Scheduled Quantity" or "EPSQ" shall mean that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

1.19 "Electronic Bulletin Board" and "EBB" shall mean Transporter's computerized system for the posting, sending and receiving of notices and other communications under this Tariff.

1.20 "Electronic Measurement" shall mean that form of measurement consisting of flow computers or computerized Remote Terminal Units (RTUs), electronic transducers, and associated power, data communications, and other electronic equipment to accomplish the measurement of gas and transfer of data without the use of charts or other paper Recordings.

1.21 "Electronic Notice Delivery" is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM.

1.22 "Gas Day" or "Day" shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.

1.23 "General Terms and Conditions" or "GTC" shall mean the currently effective General Terms and Conditions set forth in Volume No. 1 of this Tariff.

1.24 "Heating Value" shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psig and 60° F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.

1.25 "Interconnecting Operator" shall mean the entity with physical control either upstream or downstream of Transporter's facility.

1.26 "Intraday Nomination" shall mean a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day.

1.27 "Market Areas" shall mean the geographic regions shown on the Market Area map and the accompanying descriptions and listing of delivery points within each such geographic region, as published on Transporter's EBB, as they each may be changed from time to time.

1.28 "Master List of Interconnections" or "MLI" shall mean the list of interconnections, including receipt and delivery points with third parties, aggregation points, and paper pools, eligible for transportation services as maintained by Transporter on its EBB on an ongoing basis.

1.29 "Maximum Hourly Quantity" shall mean the maximum hourly quantity of gas that Transporter shall be obligated to deliver to or for the account of Shipper pursuant to a Service Agreement under Rate Schedule NTS-S.

1.30 "Mcf" shall mean one thousand Cubic Feet of gas.

1.31 "Month" shall mean the period beginning at the start of the first Day of the calendar month and ending at the same hour on the first Day of the next succeeding calendar month.

1.32 "Multi-Party Service Agreement" shall mean the service agreement, as set forth in the Forms of Service Agreements, executed by Administrator on behalf of Principals as Shipper.

1.33 "Negotiated Rate" shall mean "negotiated rate" as defined in accordance with Commission policy, with respect to the negotiation of rates, rate components, fees, charges, surcharges, credits, retainage percentages, or formula pertaining to the same, for service under a Rate Schedule. A Negotiated Rate: must be mutually agreed to by Transporter and Shipper; may be less than, equal to, or greater than or less than the Recourse Rate and/or the minimum rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity.

1.34 "Nomination Cycle" shall mean the timing and activities related to nominations, capacity allocation, confirmation and scheduled quantities. Nomination cycles are:

(a) Timely Nomination Cycle

On the day prior to gas flow:

- (i) 1:00 p.m. for nominations leaving control of the nominating party;
- (ii) 1:15 p.m. for receipt of nominations by the Transporter (including from Title Transfer Tracking Service Providers (TTTSPs));
- (iii) 1:30 to send Quick Response;
- (iv) 4:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;
- (v) 5:00 p.m. for receipt of scheduled quantities by Shipper and Interconnecting Operator.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

(b) Evening Nomination Cycle

On the day prior to gas flow:

(i) 6:00 p.m. for nominations leaving control of the nominating party;

(ii) 6:15 p.m. for receipt of nominations by the Transporter (including from TTTSPs);

(iii) 6:30 p.m. to send Quick Response;

(iv) 8:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;

(v) 9:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations shall be effective at the start of the next Gas Day.

(c) Intraday 1 Nomination Cycle

On the current Gas Day:

(i) 10:00 a.m. for nominations leaving control of the nominating party;

(ii) 10:15 a.m. for receipt of nominations by the Transporter (including from TTTSPs);

(iii) 10:30 a.m. to send Quick Response;

(iv) 12:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;

(v) 1:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

(d) Intraday 2 Nomination Cycle

On the current Gas Day:

- (i) 2:30 p.m. for nominations leaving control of the nominating party;
- (ii) 2:45 p.m. for receipt of nominations by the Transporter (including from TTTSPs);
- (iii) 3:00 p.m. to send Quick Response;
- (iv) 5:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;
- (v) 5:30 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators and to provide scheduled quantities to bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(e) Intraday 3 Nomination Cycle

On the current Gas Day:

- (i) 7:00 p.m. for nominations leaving control of the nominating party;
- (ii) 7:15 p.m. for receipt of nominations by the Transporter (including from TTTSPs);
- (iii) 7:30 p.m. to send Quick Response;
- (iv) 9:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;
- (v) 10:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

(f) For purposes of (b), (c), (d) and (e) above, "provide" shall mean receipt at Shipper's or Interconnecting Operator's designated site, and for purposes of other forms of transmittal, it shall mean send or post.

1.35 "OBA" shall mean Operation Balancing Agreement between two parties which specifies the procedures for managing operating variances at an interconnect.

1.36 "Operational Flow Order" or "OFO" shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Transporter's system or to maintain operations required to provide efficient and reliable firm service. Whenever Transporter experiences these conditions, any pertinent order shall be referred to as an Operational Flow Order.

1.37 "Package ID" shall mean a way to differentiate between discrete business transactions.

1.38 "Permanent Release" shall mean a release where the releasing Shipper releases its capacity for the entire remaining term of its Service Agreement and Transporter and Shipper agree to terminate the releasing Shipper's Service Agreement, so that the releasing Shipper no longer has any liability to Transporter to pay for the capacity.

1.39 "Pooling" shall mean 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points.

1.40 "Principal(s)" shall mean Shipper or Shippers that have a designated Administrator to act on its/their behalf under a Multi-Party Service Agreement.

1.41 "Receipt Point for Production" shall mean a receipt point that is directly connected to production or gathering facilities. Interconnections with interstate pipelines will not be deemed "Receipt Points for Production."

1.42 "Recording" and "Record" when used herein shall include:

- (a) charts or other paper recordings, or
- (b) any binary or other machine-readable representation of information stored in computer memory or other electronic device.

1.43 "Recourse Rate" shall mean the Total Effective Rate (maximum base tariff rate plus all applicable surcharges) set forth in this Tariff for service under the corresponding rate schedule. For the purpose of awarding capacity based on net present value or the allocation of capacity based on price, the Recourse Rate for CCRM Parties will be

deemed to have the same net present value as the Recourse Rate for the Contesting Parties.

1.44 "Recurrence Interval" shall mean an annually recurring period of time, defined by month and day combinations, during which certain contract terms are effective.

1.45 "Retainage" shall mean the quantity of gas, expressed as a percentage of receipt quantities, Shipper must provide Transporter (in addition to quantities Transporter will deliver to Shipper) for company-use, lost and unaccounted-for quantities under any of Transporter's Rate Schedules that refer to such term.

1.46 "Scheduled Daily Delivery Quantity" shall mean the quantity of gas scheduled by Transporter pursuant to Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions for delivery by Transporter on a daily basis to or for the account of Shipper pursuant to each Service Agreement under any of Transporter's Rate Schedules that refer to such term.

1.47 "Scheduled Daily Receipt Quantity" shall mean the quantity of gas scheduled by Transporter pursuant to Section 6 (Nominating, Scheduling, and Monitoring) the General Terms and Conditions for receipt by Transporter on a daily basis for or on behalf of Shipper pursuant to each Service Agreement under any of Transporter's Rate Schedules that refer to such term.

1.48 "Segmentation Pool" ("SP") shall be the virtual location at which pooling for segmentation purposes occurs (designated as being west of Transporter's Lanham compressor station).

1.49 "Shipper" shall mean any person or entity receiving service under any of Transporter's Rate Schedule(s).

1.50 "Summer Season" shall mean the seven-month period commencing with the first Day of the April Billing Month of any year and ending with the last Day of the next succeeding October Billing Month.

1.51 "Third Party Storage Company" shall mean a storage service provider with physical facility storage assets connected directly to Transporter's physical facilities.

1.52 "Transporter" shall mean Columbia Gas Transmission, LLC.

1.53 "Transporter Holiday" shall mean those annually sanctioned holidays of Transporter.

1.54 "Title Transfer Tracking Service Provider" or "TTTSP" shall mean the party conducting the Title Transfer Tracking, which is the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.

1.55 "Total Firm Entitlement" or "TFE" shall mean the aggregate daily quantity of gas that Transporter is obligated to deliver to Shipper at its delivery points under Rate Schedules FTS, FT-C, NTS, NTS-S, TPS, SST, and GTS, and under all firm X-Rate Schedules contained in Original Volume No. 2 of this Tariff.

1.56 "Transportation Demand" shall mean the maximum daily quantity of gas that Transporter shall be obligated to deliver to or for the account of Shipper pursuant to a Service Agreement under any of Transporter's firm transportation service Rate Schedules.

1.57 "Transportation Quantity" shall mean the maximum daily quantity of gas that Transporter agrees to transport and deliver to or for the account of Shipper pursuant to a Service Agreement under any of Transporter's interruptible transportation service Rate Schedules.

1.58 "Utilization Factor" shall mean the factor calculated by dividing the saturated heating value of the gas by the square root of its specific gravity.

1.59 "Winter Season" shall mean the five-month period commencing with the first Day of the November Billing Month in any year and ending with the last Day of the next succeeding March Billing Month.

37. COMPLIANCE WITH 18 CFR, SECTION 284.12

Compliance with 18 CFR, Section 284.12

Transporter has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.0, and the standards revised by Minor Corrections MC15003, MC15004, MC15005, MC15009 and MC15012 all marked with an asterisk [*], which are required by the Commission in 18 CFR, Section 284.12 (a), indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in Tariff:

<u>NAESB Standard</u>	<u>Tariff Record</u>
0.3.3	GTC Section 9.7(b)
0.3.4	GTC Section 9.7(c)
0.3.5	GTC Section 9.7(d)
0.3.6	GTC Section 9.7(e)
0.3.7	GTC Section 9.7(f)
0.3.8	GTC Section 9.7(g)
0.3.9	GTC Section 9.7(h)
0.3.10	GTC Section 9.7(i)
1.2.3	GTC Section 1.39
1.2.4	GTC Section 1.26
1.2.5	GTC Section 1.37
1.2.6	GTC Section 1.36
1.2.9	GTC Section 1.10(a)
1.2.11	GTC Section 1.10(b)
1.2.12	GTC Section 1.18
1.2.15	GTC Section 1.54
1.2.16	GTC Section 1.54
1.3.1*	GTC Section 1.22
1.3.2(i-vi*)	GTC Section 1.34
1.3.3	GTC Section 6.2(e)
1.3.6	GTC Section 6.3(c)(6)
1.3.7	GTC Section 6.2(h)(4)
1.3.9*	GTC Section 6.2(d)
1.3.11*	GTC Section 6.2(h)
1.3.13	GTC Section 6.2(h)
1.3.14	GTC Section 1.15
1.3.16	GTC Section 6.2(b)
1.3.19	GTC Section 6.2(f)

1.3.22	GTC Section 6.3(d)
1.3.28	GTC Section 35.2
1.3.32	GTC Section 6.2(h)
1.3.33*	GTC Section 6.2(h)
1.3.40	GTC Section 6.3(h)
1.3.44	GTC Section 6.3(i)
1.3.51	GTC Section 7.2(e)(4)
1.3.80	GTC Section 6.2(l)
2.2.1	GTC Section 1.35
2.2.2	GTC Section 18.6(a)(1)
2.2.3	GTC Section 18.6(a)(2)
2.3.3	GTC Section 8.3(d)
2.3.4	GTC Section 8.3(e)
2.3.6	GTC Section 8.3(g)
2.3.11	GTC Section 8.4(a)
2.3.13	GTC Section 8.4(a)
2.3.16	GTC Section 8.3(a)
2.3.18	GTC Section 8.3(b)
2.3.20	GTC Section 8.3(f)
2.3.26	GTC Section 8.4(b)
2.3.30	GTC Section 18.6(b)(1)
2.3.31	GTC Section 19.4
2.3.40	GTC Section 18.6(b)(5)
2.3.41	GTC Section 18.6(b)(2)
2.3.42	GTC Section 18.6(b)(3)
2.3.43	GTC Section 18.6(b)(4)
2.3.44	GTC Section 18.6(b)(6)
2.3.45	GTC Section 18.6(b)(9)
2.3.47	GTC Section 18.6(b)(10)
2.3.48	GTC Section 18.6(b)(12)
2.3.50	GTC Section 18.6(b)(7)
3.2.1	GTC Section 1.
3.3.9	GTC Section 10.1(a)
3.3.17	GTC Section 10.2(a)
3.3.18	GTC Section 10.2(a)
3.3.19	GTC Section 10.2(d)
3.3.25	GTC Section 10.2(a)
5.2.1	GTC Section 1.12
5.2.2	GTC Section 1.21
5.2.3	GTC Section 1.17
5.3.1	GTC Section 14.1(b)
5.3.2*	GTC Section 14.1(c)
5.3.3	GTC Section 14.2(c)(1)
5.3.4	GTC Section 14.2(c)(1)

5.3.13	GTC Section 14.4(f)
5.3.14	GTC Section 14.2(d)
5.3.15	GTC Section 14.4(f)
5.3.16	GTC Section 14.2(d)
5.3.24	GTC Section 14.3(e)
5.3.25	GTC Section 14.3(d)
5.3.34	GTC Section 16.3(a)
5.3.35	GTC Section 16.3(b)
5.3.36	GTC Section 16.3(c)
5.3.44	GTC Section 14.8(c)
5.3.45	GTC Section 14.8(c)
5.3.49	GTC Section 14.8(c)
5.3.55	GTC Section 14.8(d)
5.3.57	GTC section 14.8(d)
5.3.59	GTC Section 14.5(e)
5.3.60	GTC Section 14.9(d)
5.3.63	GTC Section 14.2(c)(2)
5.3.64	GTC Section 14.2(c)(2)

Standards incorporated by Reference:

Additional Standards:

General:

Definition:

0.2.5

Standards:

0.3.1, 0.3.2, 0.3.16, 0.3.17

Gas/Electric Operational Communications:

Definitions:

0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards:

0.3.18, 0.3.20, 0.3.21, 0.3.22

Datasets:

0.4.2*, 0.4.3

Location Data Download

Standards:

0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Datasets:

0.4.4*

Storage Information

Data Sets:

0.4.1*

Nominations Related Standards:

Definitions:

1.2.1, 1.2.2, 1.2.8, 1.2.10, 1.2.13, 1.2.14, 1.2.17, 1.2.18, 1.2.19

Standards:

1.3.4, 1.3.5*, 1.3.8*, 1.3.15, 1.3.17, 1.3.18, 1.3.20, 1.3.21, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.41, 1.3.42, 1.3.43, 1.3.45, 1.3.46, 1.3.48, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.81

Data Sets:

1.4.1*, 1.4.2*, 1.4.3*, 1.4.4*, 1.4.5*, 1.4.6*, 1.4.7*

Flowing Gas Related Standards:

Definitions:

2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.5, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.12, 2.3.14, 2.3.15, 2.3.17, 2.3.19, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.32, 2.3.46, 2.3.49, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Data Sets:

2.4.1*, 2.4.2, 2.4.3*, 2.4.4*, 2.4.5*, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards:

Standards:

3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16,
3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.26

Data Sets:

3.4.1*, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13,
4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26,
4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41,
4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54,
4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.61, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75,
4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90,
4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101,
4.3.102, 4.3.103, 4.3.104, 4.3.105

Capacity Release Standards:

Definitions:

5.2.4, 5.2.5

Standards:

5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22,
5.3.23, 5.3.26, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41,
5.3.42, 5.3.46, 5.3.47, 5.3.48, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.56*, 5.3.58,
5.3.62, 5.3.62a, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Data Sets:

5.4.14, 5.4.15, 5.4.16*, 5.4.17, 5.4.20*, 5.4.21*, 5.4.22*, 5.4.23, 5.4.24*, 5.4.25, 5.4.26*,
5.4.27

Internet Electronic Transport Related Standards:

Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38

Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

Standards for which Waiver or Extension of Time to Comply have been granted:

NAESB Standards

Waiver or Extension of Time

MULTI-PARTY SERVICE AGREEMENT FORMS

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

Service Agreement No. _____
Revision No. _____

MULTI-PARTY SERVICE AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20__, by and between COLUMBIA GAS TRANSMISSION, LLC (“Transporter”) and _____, as Administrator for _____ (“Principals”), hereinafter individually and collectively referred to as (“Shipper”), which Principals meet the requirements set forth in Section 2 of Rate Schedule ____ which is incorporated herein by reference.

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

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

Section 2. Term. Service under this Agreement shall commence as of _____, [or when applicable, “This Agreement shall be effective as of the later of _____, or the date that all of Transporter's _____ (insert project name) facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion”] and shall continue in full force and effect until _____ [or, when applicable, “shall remain in full force and effect for a term of _____”]. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's

minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported); (f) production and/or reserves committed by the Shipper; and (g) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower than the minimum nor higher than the maximum applicable rate set forth in the Tariff. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2400, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at _____, Attention: _____, until changed by either party by written notice.

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

[if applicable] Section 6. Credit Annex. The credit requirements appended hereto as Attachment A are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

[SHIPPER]

COLUMBIA GAS TRANSMISSION, LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

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

Revision No. _____

Appendix A to Multi-Party Service Agreement No. _____
 Under Rate Schedule _____
 between Columbia Gas Transmission, LLC (“Transporter”) and _____, as Administrator for
 _____ (“Principals”), hereinafter individually and collectively referred to as (“Shipper”),
 which Principals meet the requirements set forth in Section 2 of Rate Schedule _____ which is incorporated herein by reference.

Transportation Demand

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

Primary Receipt Points

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

Primary Delivery Points

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

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

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

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

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

___ Yes ___ No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule ____ Service Agreement No. ____ Appendix A with Shipper, which are incorporated herein by reference.

___ Yes ___ No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

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

[SHIPPER]

By _____
Title _____
Date _____

COLUMBIA GAS TRANSMISSION, LLC

By _____
Title _____
Date _____

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

Appendix B to Multi-Party Service Agreement No. _____
Under Rate Schedule _____
between Columbia Gas Transmission, LLC (“Transporter”) and _____, as
Administrator for _____ (“Principals”), hereinafter individually
and collectively referred to as (“Shipper”), which Principals meet the requirements set forth in
Section 2 of Rate Schedule _____ which is incorporated herein by reference.

Capacity Reduction Option Provisions*

SERVICE PACKAGE:

OPTION PERIOD(S)

OPTION DESCRIPTION

OPTION CONSIDERATION

ANY LIMITATIONS ON
THE EXERCISE OF THE
CAPACITY REDUCTION
OPTION AS BID BY
THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN GENERAL TERMS AND
CONDITIONS SECTION 4.4(b)(2).

[For OPT Rate Schedule]

Revision No. _____

Appendix A to Multi-Party Service Agreement No. _____
 Under Rate Schedule OPT
 between Columbia Gas Transmission, LLC (“Transporter”) and _____, as Administrator for
 _____ (“Principals”), hereinafter individually and collectively referred to as (“Shipper”),
 which Principals meet the requirements set forth in Section 2 of Rate Schedule OPT which is incorporated herein by reference.

Transportation Demand

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

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

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

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Scheduling</u> <u>Point No.</u>	<u>Scheduling</u> <u>Point Name</u>	<u>Measuring</u> <u>Point No.</u>	<u>Measuring</u> <u>Point Name</u>	<u>Maximum Daily</u> <u>Delivery Obligation</u> <u>(Dth/day) 1/</u>	<u>Design Daily</u> <u>Quantity</u> <u>(Dth/day) 1/</u>	<u>Minimum Delivery</u> <u>Pressure Obligation</u> <u>(psig) 1/</u>	<u>Recurrence</u> <u>Interval</u>
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1/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

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

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

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

Yes No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

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

[SHIPPER]

By _____

Title _____

Date _____

COLUMBIA GAS TRANSMISSION, LLC

By _____

Title _____

Date _____

**MARKED
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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:

$NTS-S = NTS \times (24 / EPF)$ 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.

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; provided, however, that Transporter and Shipper may mutually agree that Transporter's interruption rights shall be during other periods each year. Such interruption term and any mutually agreed interruption periods 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) The 30 or 60 day interruption rights described in Section 2(c) above shall apply for each year, or partial year, that a Service Agreement under this Rate Schedule is in effect.

(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, or, as applicable, during the mutually agreed upon interruption period described in Section 2(c) above 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) Capital Cost Recovery Mechanism Charge.

(7) 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.

1. DEFINITIONS

1.1 "Administrator" shall mean the party designated by the Principals to act on their behalf under a Multi-Party Service Agreement.

1.2 "Billing Month" shall mean the period elapsed between consecutive final monthly meter readings and, when referred to in terms of a calendar month, shall mean that calendar month in which the majority of the Billing Month occurs.

1.23 "Btu" shall mean the British thermal unit as defined by international standards.

1.34 "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays.

~~1.4 "Shipper" shall mean any person or entity receiving service under any of Transporter's Rate Schedule(s).~~

1.5 "CCRM Parties" shall be defined as the "Parties" pursuant to Article 7.2 of the CCRM Settlement.

1.6 "CCRM Rate" shall mean the Capital Cost Recovery Mechanism rate that is calculated and adjusted on an annual basis and established through an annual limited NGA Section 4(e) filing as set forth in Article VII of the CCRM Settlement.

1.7 "CCRM Settlements" shall mean the Stipulation and Agreement of Settlement approved on January 24, 2013 in Docket Number RP12-1021-000 and the Stipulation and Agreement of Settlement approved on April 18, 2016 in Docket No. RP16-314.

1.8 "Central Clock Time" or "CT" shall mean Central Standard Time adjusted for Daylight Savings Time. Unless otherwise stated, all times in the Tariff are Central Clock Time.

1.9 "Commission" shall mean the Federal Energy Regulatory Commission.

1.10 "Confirmations" shall mean the process of Transporter agreeing with Interconnecting Operators on quantities that should flow at a location based on nominations received by Transporter and the Interconnecting Operator. Related confirmation terms are:

(a) "Confirming Party" shall mean the entity that Transporter shall contact for confirmation of a quantity of gas with respect to a nomination at a location. Confirming Parties include Interconnecting Operators or upstream/downstream title holders.

(b) "Confirmation by Exception" or "CBE" means that the Confirming Parties agree that one party deems that all requests at a location are confirmed by the other party (the CBE party) without response communication from that party. The CBE party can take exception to the request by so informing the other party within a mutually agreed upon time frame.

(c) "Explicit Confirmation" shall mean the requirement that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default confirmation methodology.

1.11 "Contesting Parties" shall mean any party defined as a "Contesting Party" pursuant to Articles IX of the CCRM Settlements.

1.12 "Critical Notice" shall mean any notice pertaining to information on system conditions that affect scheduling or adversely affect scheduled gas flow.

1.13 "Cubic Foot" and "Standard Cubic Foot" shall mean that quantity of natural gas that occupies one cubic foot of volume at the Volumetric Measurement Base defined in Section 26.2 of the General Terms and Conditions.

1.14 "Designated Site" shall mean the electronic address used to contact an entity for EDI transmission.

1.15 "Dth" or "Dekatherm" shall mean one million Btu. The standard quantity for nominations, confirmation and scheduling is dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada and gigacalories per Gas Day in Mexico. (For reference 1 dekatherm = 1,000,000 Btu's; and 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm and between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units.

1.16 "EDI" shall mean electronic data interchange as defined by the standards established by the GISB and approved by the Commission, or Transporter defined data sets where no GISB standard exists.

~~1.16 "Electronic Bulletin Board" and "EBB" shall mean Transporter's computerized system for the posting, sending and receiving of notices and other communications under this Tariff.~~

~~1.17 "Electronic Notice Delivery" is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM.~~

~~1.18 "EDI" shall mean electronic data interchange as defined by the standards established by the GISB and approved by the Commission, or Transporter defined data sets where no GISB standard exists.~~

1.17 "Elapsed Prorata Capacity" shall mean that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

1.18 "Elapsed Prorated Scheduled Quantity" or "EPSQ" shall mean that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

1.19 "Electronic Bulletin Board" and "EBB" shall mean Transporter's computerized system for the posting, sending and receiving of notices and other communications under this Tariff.

~~1.20~~ "Electronic Measurement" shall mean that form of measurement consisting of flow computers or computerized Remote Terminal Units (RTUs), electronic transducers, and associated power, data communications, and other electronic equipment to accomplish the measurement of gas and transfer of data without the use of charts or other paper Recordings.

1.21 "Electronic Notice Delivery" is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM.

1.22 "Gas Day" or "Day" shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.

1.23 "General Terms and Conditions" or "GTC" shall mean the currently effective General Terms and Conditions set forth in Volume No. 1 of this Tariff.

1.24 "Heating Value" shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psig and 60° F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.

1.25 "Interconnecting Operator" shall mean the entity with physical control either upstream or downstream of Transporter's facility.

1.26 "Intraday Nomination" shall mean a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day.

1.27 "Market Areas" shall mean the geographic regions shown on the Market Area map and the accompanying descriptions and listing of delivery points within each such geographic region, as published on Transporter's EBB, as they each may be changed from time to time.

1.28 "Master List of Interconnections" or "MLI" shall mean the list of interconnections, including receipt and delivery points with third parties, aggregation points, and paper pools, eligible for transportation services as maintained by Transporter on its EBB on an ongoing basis.

1.29 "Maximum Hourly Quantity" shall mean the maximum hourly quantity of gas that Transporter shall be obligated to deliver to or for the account of Shipper pursuant to a Service Agreement under Rate Schedule NTS-S.

1.30 "Mcf" shall mean one thousand Cubic Feet of gas.

1.31 "Month" shall mean the period beginning at the start of the first Day of the calendar month and ending at the same hour on the first Day of the next succeeding calendar month.

1.32 "Multi-Party Service Agreement" shall mean the service agreement, as set forth in the Forms of Service Agreements, executed by Administrator on behalf of Principals as Shipper.

~~1.32~~³³ "Negotiated Rate" shall mean "negotiated rate" as defined in accordance with Commission policy, with respect to the negotiation of rates, rate components, fees, charges, surcharges, credits, retainage percentages, or formula pertaining to the same, for service under a Rate Schedule. A Negotiated Rate: must be mutually agreed to by Transporter and Shipper; may be less than, equal to, or greater than or less than the Recourse Rate and/or the minimum rate; may be based on a rate design other than straight fixed variable; and may include a minimum quantity.

~~1.33~~³⁴ "Nomination Cycle" shall mean the timing and activities related to nominations, capacity allocation, confirmation and scheduled quantities. Nomination cycles are:

- (a) Timely Nomination Cycle

On the day prior to gas flow:

- (i) 1:00 p.m. for nominations leaving control of the nominating party;
- (ii) 1:15 p.m. for receipt of nominations by the Transporter (including from Title Transfer Tracking Service Providers (TTTSPs));
- (iii) 1:30 to send Quick Response;
- (iv) 4:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;
- (v) 5:00 p.m. for receipt of scheduled quantities by Shipper and Interconnecting Operator.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

(b) Evening Nomination Cycle

On the day prior to gas flow:

- (i) 6:00 p.m. for nominations leaving control of the nominating party;
- (ii) 6:15 p.m. for receipt of nominations by the Transporter (including from TTTSPs);
- (iii) 6:30 p.m. to send Quick Response;
- (iv) 8:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;
- (v) 9:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations shall be effective at the start of the next Gas Day.

(c) Intraday 1 Nomination Cycle

On the current Gas Day:

- (i) 10:00 a.m. for nominations leaving control of the nominating party;
- (ii) 10:15 a.m. for receipt of nominations by the Transporter (including from TTTSPs);
- (iii) 10:30 a.m. to send Quick Response;
- (iv) 12:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;
- (v) 1:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

(d) Intraday 2 Nomination Cycle

On the current Gas Day:

- (i) 2:30 p.m. for nominations leaving control of the nominating party;
- (ii) 2:45 p.m. for receipt of nominations by the Transporter (including from TTTSPs);
- (iii) 3:00 p.m. to send Quick Response;
- (iv) 5:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;
- (v) 5:30 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators and to provide scheduled quantities to bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(e) Intraday 3 Nomination Cycle

On the current Gas Day:

- (i) 7:00 p.m. for nominations leaving control of the nominating party;
- (ii) 7:15 p.m. for receipt of nominations by the Transporter (including from TTTSPs);
- (iii) 7:30 p.m. to send Quick Response;
- (iv) 9:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties;
- (v) 10:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and Interconnecting Operators.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

- (f) For purposes of (b), (c), (d) and (e) above, "provide" shall mean receipt at Shipper's or Interconnecting Operator's designated site, and for purposes of other forms of transmittal, it shall mean send or post.

1.3435 "OBA" shall mean Operation Balancing Agreement between two parties which specifies the procedures for managing operating variances at an interconnect.

1.3536 "Operational Flow Order" or "OFO" shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Transporter's system or to maintain operations required to provide efficient and reliable firm service. Whenever Transporter experiences these conditions, any pertinent order shall be referred to as an Operational Flow Order.

1.3637 "Package ID" shall mean a way to differentiate between discrete business transactions.

1.3738 "Permanent Release" shall mean a release where the releasing Shipper releases its capacity for the entire remaining term of its Service Agreement and Transporter and Shipper agree to terminate the releasing Shipper's Service Agreement, so that the releasing Shipper no longer has any liability to Transporter to pay for the capacity.

1.3839 "Pooling" shall mean 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points.

1.40 "Principal(s)" shall mean Shipper or Shippers that have a designated Administrator to act on its/their behalf under a Multi-Party Service Agreement.

1.39~~41~~ "Receipt Point for Production" shall mean a receipt point that is directly connected to production or gathering facilities. Interconnections with interstate pipelines will not be deemed "Receipt Points for Production."

1.40~~42~~ "Recording" and "Record" when used herein shall include:

- (a) charts or other paper recordings, or
- (b) any binary or other machine-readable representation of information stored in computer memory or other electronic device.

1.41~~43~~ "Recourse Rate" shall mean the Total Effective Rate (maximum base tariff rate plus all applicable surcharges) set forth in this Tariff for service under the corresponding rate schedule. For the purpose of awarding capacity based on net present value or the allocation of capacity based on price, the Recourse Rate for CCRM Parties will be deemed to have the same net present value as the Recourse Rate for the Contesting Parties.

1.42~~44~~ "Recurrence Interval" shall mean an annually recurring period of time, defined by month and day combinations, during which certain contract terms are effective.

1.43~~45~~ "Retainage" shall mean the quantity of gas, expressed as a percentage of receipt quantities, Shipper must provide Transporter (in addition to quantities Transporter will deliver to Shipper) for company-use, lost and unaccounted-for quantities under any of Transporter's Rate Schedules that refer to such term.

1.44~~46~~ "Scheduled Daily Delivery Quantity" shall mean the quantity of gas scheduled by Transporter pursuant to Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions for delivery by Transporter on a daily basis to or for the account of Shipper pursuant to each Service Agreement under any of Transporter's Rate Schedules that refer to such term.

1.45~~47~~ "Scheduled Daily Receipt Quantity" shall mean the quantity of gas scheduled by Transporter pursuant to Section 6 (Nominating, Scheduling, and Monitoring) the General Terms and Conditions for receipt by Transporter on a daily basis for or on behalf of Shipper pursuant to each Service Agreement under any of Transporter's Rate Schedules that refer to such term.

~~1.46~~⁴⁸ "Segmentation Pool" ("SP") shall be the virtual location at which pooling for segmentation purposes occurs (designated as being west of Transporter's Lanham compressor station).

~~1.49~~ "Shipper" shall mean any person or entity receiving service under any of Transporter's Rate Schedule(s).

~~1.47~~⁵⁰ "Summer Season" shall mean the seven-month period commencing with the first Day of the April Billing Month of any year and ending with the last Day of the next succeeding October Billing Month.

~~1.51~~ "Third Party Storage Company" shall mean a storage service provider with physical facility storage assets connected directly to Transporter's physical facilities.

~~1.48~~⁵² "Transporter" shall mean Columbia Gas Transmission, LLC.

~~1.49~~⁵³ "Transporter Holiday" shall mean those annually sanctioned holidays of Transporter.

~~1.50~~ "~~Summer Season~~" shall mean the seven-month period commencing with the first Day of the April Billing Month of any year and ending with the last Day of the next succeeding October Billing Month.

~~1.51~~⁵⁴ "Title Transfer Tracking Service Provider" or "TTTSP" shall mean the party conducting the Title Transfer Tracking, which is the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.

~~1.52~~⁵⁵ "Total Firm Entitlement" or "TFE" shall mean the aggregate daily quantity of gas that Transporter is obligated to deliver to Shipper at its delivery points under Rate Schedules FTS, FT-C, NTS, NTS-S, TPS, SST, and GTS, and under all firm X-Rate Schedules contained in Original Volume No. 2 of this Tariff.

~~1.53~~⁵⁶ "Transportation Demand" shall mean the maximum daily quantity of gas that Transporter shall be obligated to deliver to or for the account of Shipper pursuant to a Service Agreement under any of Transporter's firm transportation service Rate Schedules.

~~1.54~~⁵⁷ "Transportation Quantity" shall mean the maximum daily quantity of gas that Transporter agrees to transport and deliver to or for the account of Shipper pursuant to a Service Agreement under any of Transporter's interruptible transportation service Rate Schedules.

~~1.55~~⁵⁸ "Utilization Factor" shall mean the factor calculated by dividing the saturated heating value of the gas by the square root of its specific gravity.

| 1.5659 "Winter Season" shall mean the five-month period commencing with the first Day of the November Billing Month in any year and ending with the last Day of the next succeeding March Billing Month.

37. COMPLIANCE WITH 18 CFR, SECTION 284.12

Compliance with 18 CFR, Section 284.12

Transporter has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.0, and the standards revised by Minor Corrections MC15003, MC15004, MC15005, MC15009 and MC15012 all marked with an asterisk [*], which are required by the Commission in 18 CFR, Section 284.12 (a), indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in Tariff:

<u>NAESB Standard</u>	<u>Tariff Record</u>
0.3.3	GTC Section 9.7(b)
0.3.4	GTC Section 9.7(c)
0.3.5	GTC Section 9.7(d)
0.3.6	GTC Section 9.7(e)
0.3.7	GTC Section 9.7(f)
0.3.8	GTC Section 9.7(g)
0.3.9	GTC Section 9.7(h)
0.3.10	GTC Section 9.7(i)
1.2.3	GTC Section 1. 37 <u>39</u>
1.2.4	GTC Section 1. 25 <u>26</u>
1.2.5	GTC Section 1. 35 <u>37</u>
1.2.6	GTC Section 1. 34 <u>36</u>
1.2.9	GTC Section 1.10(a)
1.2.11	GTC Section 1.10(b)
1.2.12	GTC Section 1.18
1.2.15	GTC Section 1. 50 <u>54</u>
1.2.16	GTC Section 1. 50 <u>54</u>
1.3.1*	GTC Section 1. 21 <u>22</u>
1.3.2(i-vi*)	GTC Section 1. 32 <u>34</u>
1.3.3	GTC Section 6.2(e)
1.3.6	GTC Section 6.3(c)(6)
1.3.7	GTC Section 6.2(h)(4)
1.3.9*	GTC Section 6.2(d)
1.3.11*	GTC Section 6.2(h)
1.3.13	GTC Section 6.2(h)
1.3.14	GTC Section 1. 14 <u>15</u>
1.3.16	GTC Section 6.2(h)
1.3.19	GTC Section 6.2(b)
	GTC Section 6.2(f)

1.3.22	GTC Section 6.3(d)
1.3.28	GTC Section 35.2
1.3.32	GTC Section 6.2(h)
1.3.33*	GTC Section 6.2(h)
1.3.40	GTC Section 6.3(h)
1.3.44	GTC Section 6.3(i)
1.3.51	GTC Section 7.2(e)(4)
1.3.80	GTC Section 6.2(l)
2.2.1	GTC Section 1. 33 <u>35</u>
2.2.2	GTC Section 18.6(a)(1)
2.2.3	GTC Section 18.6(a)(2)
2.3.3	GTC Section 8.3(d)
2.3.4	GTC Section 8.3(e)
2.3.6	GTC Section 8.3(g)
2.3.11	GTC Section 8.4(a)
2.3.13	GTC Section 8.4(a)
2.3.16	GTC Section 8.3(a)
2.3.18	GTC Section 8.3(b)
2.3.20	GTC Section 8.3(f)
2.3.26	GTC Section 8.4(b)
2.3.30	GTC Section 18.6(b)(1)
2.3.31	GTC Section 19.4
2.3.40	GTC Section 18.6(b)(5)
2.3.41	GTC Section 18.6(b)(2)
2.3.42	GTC Section 18.6(b)(3)
2.3.43	GTC Section 18.6(b)(4)
2.3.44	GTC Section 18.6(b)(6)
2.3.45	GTC Section 18.6(b)(9)
2.3.47	GTC Section 18.6(b)(10)
2.3.48	GTC Section 18.6(b)(12)
2.3.50	GTC Section 18.6(b)(7)
3.2.1	GTC Section 1. 3
3.3.9	GTC Section 10.1(a)
3.3.17	GTC Section 10.2(a)
3.3.18	GTC Section 10.2(a)
3.3.19	GTC Section 10.2(d)
3.3.25	GTC Section 10.2(a)
5.2.1	GTC Section 1. 11 <u>12</u>
5.2.2	GTC Section 1. 16 <u>21</u>
5.2.3	GTC Section 1. 18 <u>17</u>
5.3.1	GTC Section 14.1(b)
5.3.2*	GTC Section 14.1(c)
5.3.3	GTC Section 14.2(c)(1)
5.3.4	GTC Section 14.2(c)(1)

5.3.13	GTC Section 14.4(f)
5.3.14	GTC Section 14.2(d)
5.3.15	GTC Section 14.4(f)
5.3.16	GTC Section 14.2(d)
5.3.24	GTC Section 14.3(e)
5.3.25	GTC Section 14.3(d)
5.3.34	GTC Section 16.3(a)
5.3.35	GTC Section 16.3(b)
5.3.36	GTC Section 16.3(c)
5.3.44	GTC Section 14.8(c)
5.3.45	GTC Section 14.8(c)
5.3.49	GTC Section 14.8(c)
5.3.55	GTC Section 14.8(d)
5.3.57	GTC section 14.8(d)
5.3.59	GTC Section 14.5(e)
5.3.60	GTC Section 14.9(d)
5.3.63	GTC Section 14.2(c)(2)
5.3.64	GTC Section 14.2(c)(2)

Standards incorporated by Reference:

Additional Standards:

General:

Definition:

0.2.5

Standards:

0.3.1, 0.3.2, 0.3.16, 0.3.17

Gas/Electric Operational Communications:

Definitions:

0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards:

0.3.18, 0.3.20, 0.3.21, 0.3.22

Datasets:

0.4.2*, 0.4.3

Location Data Download

Standards:

0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Datasets:

0.4.4*

Storage Information

Data Sets:

0.4.1*

Nominations Related Standards:

Definitions:

1.2.1, 1.2.2, 1.2.8, 1.2.10, 1.2.13, 1.2.14, 1.2.17, 1.2.18, 1.2.19

Standards:

1.3.4, 1.3.5*, 1.3.8*, 1.3.15, 1.3.17, 1.3.18, 1.3.20, 1.3.21, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.41, 1.3.42, 1.3.43, 1.3.45, 1.3.46, 1.3.48, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.81

Data Sets:

1.4.1*, 1.4.2*, 1.4.3*, 1.4.4*, 1.4.5*, 1.4.6*, 1.4.7*

Flowing Gas Related Standards:

Definitions:

2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.5, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.12, 2.3.14, 2.3.15, 2.3.17, 2.3.19, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.32, 2.3.46, 2.3.49, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Data Sets:

2.4.1*, 2.4.2, 2.4.3*, 2.4.4*, 2.4.5*, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards:

Standards:

3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16,
3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.26

Data Sets:

3.4.1*, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13,
4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26,
4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41,
4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54,
4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.61, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75,
4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90,
4.3.91, 4.3.92, 4.3.93 , 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101,
4.3.102, 4.3.103, 4.3.104, 4.3.105

Capacity Release Standards:

Definitions:

5.2.4, 5.2.5

Standards:

5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22,
5.3.23, 5.3.26, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41,
5.3.42, 5.3.46, 5.3.47, 5.3.48, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.56*, 5.3.58,
5.3.62, 5.3.62a, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Data Sets:

5.4.14, 5.4.15, 5.4.16*, 5.4.17, 5.4.20*, 5.4.21*, 5.4.22*, 5.4.23, 5.4.24*, 5.4.25, 5.4.26*,
5.4.27

Internet Electronic Transport Related Standards:

Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38

Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

Standards for which Waiver or Extension of Time to Comply have been granted:

NAESB Standards

Waiver or Extension of Time

~~RESERVED FOR FUTURE USE~~ MULTI-PARTY SERVICE
AGREEMENT FORMS

~~RESERVED FOR FUTURE USE~~

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

Service Agreement No. _____

Revision No. _____

MULTI-PARTY SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between COLUMBIA GAS TRANSMISSION, LLC (“Transporter”) and _____, as Administrator for _____ (“Principals”), hereinafter individually and collectively referred to as (“Shipper”), which Principals meet the requirements set forth in Section 2 of Rate Schedule _____ which is incorporated herein by reference.

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

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

Section 2. Term. Service under this Agreement shall commence as of _____, [or when applicable, “This Agreement shall be effective as of the later of _____, or the date that all of Transporter's _____ (insert project name) facilities necessary to provide firm transportation service to Shipper have been commissioned, tested, and are ready for service as determined in Transporter's discretion”] and shall continue in full force and effect until _____ [or, when applicable, “shall remain in full force and effect for a term of _____”]. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to

discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported); (f) production and/or reserves committed by the Shipper; and (g) based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed-upon pricing points, provided that the resulting rate shall be no lower than the minimum nor higher than the maximum applicable rate set forth in the Tariff. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2400, Houston, Texas 77056, Attention: Customer Services and notices to Shipper shall be addressed to it at _____, Attention: _____, until changed by either party by written notice.

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

[if applicable] Section 6. Credit Annex. The credit requirements appended hereto as Attachment A are incorporated herein by reference with full force and effect and are made a part of this Service Agreement as though restated herein verbatim.

[SHIPPER] COLUMBIA GAS TRANSMISSION, LLC

By _____ By _____

Title _____ Title _____

Date _____ Date _____

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

Revision No. _____

Appendix A to Multi-Party Service Agreement No. _____

Under Rate Schedule _____

between Columbia Gas Transmission, LLC (“Transporter”) and _____, as Administrator for
 _____ (“Principals”), hereinafter individually and collectively referred to as (“Shipper”),
 which Principals meet the requirements set forth in Section 2 of Rate Schedule _____ which is incorporated herein by reference.

Transportation Demand

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

Primary Receipt Points

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

Primary Delivery Points

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

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

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

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

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

Yes No (Check applicable blank) All gas shall be delivered at existing points of interconnection within the MDDOs, ADQs and/or DDQs, as applicable, set forth in Transporter's currently effective Rate Schedule Service Agreement No. Appendix A with Shipper, which are incorporated herein by reference.

Yes No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

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

[SHIPPER]

COLUMBIA GAS TRANSMISSION, LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

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

Appendix B to Multi-Party Service Agreement No. _____
Under Rate Schedule _____

between Columbia Gas Transmission, LLC (“Transporter”) and _____, as
Administrator for _____ (“Principals”), hereinafter individually
and collectively referred to as (“Shipper”), which Principals meet the requirements set forth in
Section 2 of Rate Schedule _____ which is incorporated herein by reference.

Capacity Reduction Option Provisions*

SERVICE PACKAGE:

OPTION PERIOD(S) _____

OPTION DESCRIPTION _____

OPTION CONSIDERATION _____

ANY LIMITATIONS ON
THE EXERCISE OF THE
CAPACITY REDUCTION
OPTION AS BID BY
THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN GENERAL TERMS AND
CONDITIONS SECTION 4.4(b)(2).

[For OPT Rate Schedule] _____ Revision No. _____

Appendix A to Multi-Party Service Agreement No. _____
 Under Rate Schedule OPT
 between Columbia Gas Transmission, LLC (“Transporter”) and _____, as Administrator for
 _____ (“Principals”), hereinafter individually and collectively referred to as (“Shipper”),
 which Principals meet the requirements set forth in Section 2 of Rate Schedule OPT which is incorporated herein by reference.

Transportation Demand
 Service under this Service Agreement may be interrupted for _____ days annually.

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

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

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Scheduling</u> <u>Point No.</u>	<u>Scheduling</u> <u>Point Name</u>	<u>Measuring</u> <u>Point No.</u>	<u>Measuring</u> <u>Point Name</u>	<u>Maximum Daily</u> <u>Delivery Obligation</u> <u>(Dth/day) 1/</u>	<u>Design Daily</u> <u>Quantity</u> <u>(Dth/day) 1/</u>	<u>Minimum Delivery</u> <u>Pressure Obligation</u> <u>(psig) 1/</u>	<u>Recurrence</u> <u>Interval</u>
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1/ Application of MDDOs, DDQs and ADQs, minimum pressure and/or hourly flowrate shall be as follows:

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

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

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

Yes No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

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

[SHIPPER] _____ COLUMBIA GAS TRANSMISSION, LLC

By _____ By _____

Title _____ Title _____

Date _____ Date _____