

## **RATE SCHEDULES**

RATE SCHEDULE FT-1  
FIRM TRANSPORTATION SERVICE

1. Availability

Service under this Rate Schedule is available from 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 FT-1 Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. Applicability and Character of Service

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter under this Rate Schedule shall receive scheduled quantities from or on behalf of Shipper and shall deliver thermally equivalent scheduled quantities, less Retainage, to or for Shipper. Such service shall be provided on a firm basis and shall apply to all gas transported by Transporter for Shipper under this Rate Schedule, up to the Transportation Demand set forth in Shipper's FT-1 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) A Shipper under this Rate Schedule may segment its transportation capacity on a primary firm basis at physical receipt points and delivery points within its Primary Path, and on a secondary basis at points within and outside its Primary Path, subject to the following conditions: (i) A Shipper may not segment its transportation capacity under this Rate Schedule if such

segmentation would limit Transporter's ability to provide primary firm service to other Shippers; and (ii) A Shipper may not segment its transportation capacity at points where capacity is not available. Transporter will allow segmentation overlaps if the original Transportation Demand for a segment is not exceeded. Requests for segmentation of transportation capacity under this Rate Schedule must be submitted by Shipper pursuant to the provisions of Section 3 (Requests for Service) of the General Terms and Conditions utilizing the Request for Segmentation form contained in Transporter's Tariff.

(e) Service rights under a FT-1 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. A Shipper that releases its service under an FT-1 Service Agreement may release transportation capacity in any segment within its Primary Path between its primary physical receipt point and primary physical delivery point. The sum of capacity released in any segment cannot exceed the Releasor's original Transportation Demand.

(f) The interconnections at which service on a secondary basis will be made available under this Rate Schedule will be maintained on a Master List of Interconnects (MLI) posted by Transporter on its Electronic Bulletin Board (EBB). The interconnection points on the MLI shall be incorporated by reference in Shipper's FT-1 Service Agreement.

(g) 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(g), 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 (Availability of Capacity for Firm Services) 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.

(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 3.9 (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 3.9 (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. 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 Sheet No. 6 of this Tariff, unless the Shipper and Transporter mutually agree to a negotiated rate in accordance with Section 34 (Negotiated Rates) of the General Terms and Conditions, and Transporter makes the appropriate filings with the Commission.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless (1) a discounted rate is otherwise mutually agreed to by Transporter and Shipper in accordance with Section 3 of the pro forma service agreement with respect to the charges identified in this Section 3(b) below, and specified in Shipper's FT-1 Service Agreement, or (2) the Shipper and Transporter mutually agree to a negotiated rate in accordance with Section 34 (Negotiated Rates) of the General Terms and Conditions, and Transporter makes the appropriate filings with the Commission.

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

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

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

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

(c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in Section 4 below and in Section 38 (Revisions) of the General Terms and Conditions.

(d) The Reservation Charge shall apply as of the date service is deemed to commence by the terms of Shipper's FT-1 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 Sheet No. 6 of this Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's FT-1 Service Agreement.

(f) Service In Excess Of Firm Transportation Demand: Authorized Overrun Service

Upon the prior request of Shipper, made separately from a request for service under this Rate Schedule FT-1 within Shipper's firm Transportation Demand, subject to confirmation by upstream shippers and downstream delivery point operators and the advance agreement of Transporter's dispatchers, which agreement shall not be unreasonably withheld, Transporter may transport and deliver to Shipper at Shipper's scheduled point(s) of delivery, on any day, a quantity in excess of Shipper's firm Transportation Demand if Transporter determines, in its sole discretion, that operating conditions, the availability of capacity, and Transporter's existing commitment to provide any service permit such overrun service to be provided. Any such overrun service will be provided subject to the scheduling of such quantities by Crossroad's at

specific receipt and delivery points and payment of the effective rates and charges under Rate Schedule FT-1.

4. Reservations

Transporter reserves the unilateral right from time to time to make any changes to, or to supersede, the rates, charges and any terms stated in this Rate Schedule and the applicability thereof, the General Terms and Conditions for Transportation Service, and any other provisions of Transporter FERC Gas Tariff subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder. Shipper reserves the right to protest any such changes.

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.

RATE SCHEDULE IT-1  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. Availability

Service under this Rate Schedule is available from Transporter to any Shipper, provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from or on behalf of Shipper and deliver gas to or for Shipper, (ii) Shipper has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, and Transporter has awarded capacity to Shipper under the provisions of this Rate Schedule or through construction of facilities, (iii) Shipper has executed an IT-1 Service Agreement with Transporter, and (iv) Shipper complies with the provisions of this Rate Schedule and with all other applicable provisions of this Tariff.

2. Applicability and Character of Service

(a) Service provided under this Rate Schedule shall be performed under Subpart B or G of Part 284 of the Commission's Regulations. Subject to the limitations set forth below, Transporter shall receive scheduled quantities from or on behalf of Shipper and shall deliver thermally equivalent scheduled quantities, less Retainage, to or for Shipper. Such service shall be provided on an interruptible basis and shall apply to all gas transported by Transporter for Shipper under this Rate Schedule, up to the Transportation Quantity set forth in Shipper's IT-1 Service Agreement.

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

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

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

on its Electronic Bulletin Board (EBB). The interconnection points on the MLI shall be incorporated by reference in Shipper's IT-1 Service Agreements.

(e) During any Month, Shipper shall not be permitted to increase its existing flowing quantities under this Rate Schedule, regardless of the Transportation Quantity set forth in Shipper's IT-1 Service Agreement, if such increase would cause a reduction of existing quantities flowing on Transporter's system under any other Service Agreement of equal or higher priority. A scheduled temporary reduction in the quantities being transported, if requested by Shipper and approved by Transporter, shall not reduce the level of Shipper's existing quantities flowing on Transporter's system for purposes of this paragraph.

(f) Service rights under an IT-1 Service Agreement may not be released and assigned.

### 3. Interruptible Transportation Capacity

(a) Transporter, on a daily basis during a Month, shall post a notice on its EBB setting forth the non-firm capacity (that is, interruptible and secondary capacity) that it estimates is available.

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

### 4. Rate

(a) The unit rate charges to be paid by Shipper, as set forth in paragraph (b) below, shall be no higher than the applicable total effective maximum rate charges and no lower than the applicable total effective minimum rate charges set forth in the currently effective Sheet No. 6 of this Tariff, unless the Shipper and Transporter mutually agree to a negotiated rate in accordance with Section 34 (Negotiated Rates) of the General Terms and Conditions, and Transporter makes the appropriate filings with the Commission.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless (1) a discounted rate is otherwise mutually agreed to by Transporter and Shipper in accordance with Section 3 of the pro forma service agreement with respect to the charges identified in this Section 4(b) below, and specified in Shipper's IT-1 Service Agreement, or (2) unless the Shipper and Transporter mutually agree to a negotiated rate in accordance with Section 34 (Negotiated Rates) of the General Terms and Conditions, and Transporter makes the appropriate filings with the Commission.

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

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

(c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in Section 5 below and in Section 38 of the General Terms and Conditions.

(d) In addition to collecting the applicable charges and surcharges, Transporter shall retain from the gas tendered for transportation the effective Transportation Retainage Percentage set forth in the currently effective Sheet No. 6 of this Tariff, unless otherwise negotiated by Transporter and Shipper, and specified in Shipper's IT-1 Service Agreement.

(e) If Transporter is not providing service under Rate Schedule IT-1, and Shipper nonetheless takes a quantity of gas under this Rate Schedule, then Shipper shall pay Transporter a penalty of \$5 per dekatherm for all unauthorized quantities, in addition to the amount otherwise payable by Shipper to Transporter under Transporter's applicable rate schedule and the General Terms and Conditions.

## 5. Reservations

Transporter reserves the unilateral right from time to time to make any changes to, or to supersede, the rates, charges and any terms stated in this Rate Schedule and the applicability thereof, the General Terms and Conditions for Transportation Service, and any other provisions of Transporter's FERC Gas Tariff, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder. Shipper reserves the right to protest any such changes.

## 6. General Terms and Conditions

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 11, 12, and 14.

RATE SCHEDULE PAL  
PARKING AND LENDING SERVICE

1. Availability

Service under this Rate Schedule is available from Transporter to any Shipper provided that (i) Transporter has sufficient facilities and transportation capacity available to receive gas from and deliver gas to Shipper, (ii) Shipper has submitted a valid request for service under Section 3 (Requests for Service) of the General Terms and Conditions, (iii) Shipper has executed a PAL Service Agreement with Transporter for parking or lending service, 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, service under this Rate Schedule shall consist of parking and lending of gas on any day. Specifically, service rendered by Transporter under this Rate Schedule shall be provided on an interruptible basis, subject to the quantity limitations set forth in Shipper's PAL Service Agreement, and shall consist of:

(i) Parking Service. Parking Service is an interruptible service which provides for (1) the receipt by Transporter of gas quantities delivered by Shipper to the point(s) of service agreed to by Transporter and Shipper on Transporter's system for receipt of parked quantities; (2) Transporter holding the parked quantities on Transporter's system; and (3) the return of the parked quantities to Shipper at the agreed upon time and at the same point(s) or other mutually agreed upon point(s) on Transporter's system; provided, however, that Transporter is not obligated to return parked quantities on the same day and at the same point the gas is parked.

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

(iii) Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver gas quantities at the designated points of service for parking or lending service hereunder. Transportation service is not provided under this Rate Schedule. If Shipper and Transporter agree that Shipper may receive parked quantities or return loaned quantities at point(s) other than the point(s) of the park or loan,

then Shipper shall accomplish such transactions pursuant to nominations under separate transportation agreement(s) with Transporter to effectuate receipt or delivery of the gas from or to the other point(s).

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

(c) Service rendered under this Rate Schedule shall be provided for a minimum of a one (1) day term and a maximum term as established by the mutual agreement of Transporter and Shipper. Each parking service or lending service arrangement shall be rendered pursuant to separate PAL Rate Schedule Service Agreements.

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

(e) Service rights under a PAL Service Agreement may not be assigned or released.

### 3. Nominating and Scheduling

Shipper shall nominate and Transporter shall schedule service under this Rate Schedule pursuant to the provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions and Section 5 of this Rate Schedule.

### 4. Rate

(a) The charges to be paid by Shipper, as set forth in paragraph (b) below, on any day, shall be no higher than the applicable total effective maximum rate charges and no lower than the applicable total effective minimum rate charges set forth in the currently effective Sheet No. 6 of this Tariff, unless the Shipper and Transporter mutually agree to a negotiated rate in accordance with Section 34 (Negotiated Rates) of the General Terms and Conditions, and Transporter makes the appropriate filings with the Commission.

(b) For all service rendered under this Rate Schedule, Shipper each month shall pay Transporter the charges set forth below, unless (1) a discounted rate is otherwise mutually agreed to by Transporter and Shipper in accordance with Section 3 of the pro forma service agreement and specified in Shipper's PAL Service Agreement, or (2) the Shipper and Transporter mutually

agree to a negotiated rate in accordance with Section 34 (Negotiated Rates) of the General Terms and Conditions, and Transporter makes the appropriate filings with the Commission.

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

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

(c) The charges and surcharges described above are subject to adjustment in accordance with the procedures set forth in Section 7 of this Rate Schedule and Section 38 of the General Terms and Conditions.

(d) Transporter may retain from the gas tendered for parking or lending Retainage.

#### 5. Operational Requirements of Transporter

(a) Shipper may be required (upon notification from Transporter via Electronic Notice Delivery) to cease or reduce deliveries to, or receipts from, Transporter hereunder within the day consistent with Transporter's operating requirements. Further, Shipper may be required to return loaned quantities or remove parked quantities (upon notification by Transporter via Electronic Notice Delivery). Transporter's notification shall specify the time frame within which parked quantities shall be removed and/or loaned quantities shall be returned, consistent with Transporter's operating conditions, but in no event shall the specified time be sooner than the next day after Transporter's notification, subject to the following conditions:

(i) Shipper may be required to accept return or delivery of gas from Parking Service on short notice as provided in Section 5(b) of this Rate Schedule; or

(ii) Transporter may not accept or confirm nominations for Parking or Lending Services at points where Transporter has determined that capacity is not available; or

(iii) Shipper may be required to limit Parking or Lending Service nominations to identified receipt and/or delivery points specified by Transporter; or

(iv) Shipper may be required to return gas from Lending Service on short notice as provided in Section 5(c) of this Rate Schedule; or

(v) Shipper may be required to delay the return or delivery of gas from Parking Service. In the event that Transporter is unable to return or deliver Parked Quantities within the time limitation otherwise applicable to Parking Service, despite Shipper's bona fide nomination to return or deliver gas from Parking Service, then Transporter shall allow such quantities to remain in Parking Service until Transporter

notifies Shipper (via Electronic Notice Delivery) that such Parked Quantities must be returned or delivered from Transporter's system within 24 hours. Upon the lapse of this 24-hour period, Shipper shall be, for failure to satisfy the requirements of Section 5(b) below, subject to the provisions of Section 5(a)(vii)(1) below;

(vi) In the event that Shipper makes a timely and valid nomination, which Transporter subsequently confirms, in response to notification by Transporter to remove parked quantities and/or return loaned quantities, Shipper shall be deemed to have complied with Transporter's notification; and

(vii) Unless otherwise agreed by Shipper and Transporter: (1) Any parked quantity not removed within a time frame specified by Transporter's notice shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims. With respect to any parked quantity not removed, Transporter shall post such forfeited quantities on it EBB as gas available for sale to the highest bidder within a 24-hour notice period. Upon receipt of payment, Transporter shall treat 100 percent of the proceeds from such sale as a Penalty Revenue as defined in Section 19.6 of the General Terms and Conditions. (2) If Shipper does not return loaned quantities within the time frame specified by Transporter's notice, Shipper shall reimburse Transporter for the cost of each Dekatherm of the loaned quantity. In particular, Transporter will sell the gas to Shipper at 150 percent of the Spot Market Price for each Dekatherm. With respect to any loaned quantity not returned, the proceeds from the sale to the Shipper will be allocated as follows: 100 percent of the Spot Market Price times the applicable number of Dekatherms will be retained by Transporter as a reimbursement fee, and 50 percent of the Spot Market Price times the applicable number of Dekatherms will be treated as a Penalty Revenue, as defined in Section 19.6 of the General Terms and Conditions. "Spot Market Price", for purposes of this Section, shall mean, for each Dekatherm on each applicable day on which the gas was to be repaid, the 'Chicago-LDCs, Large End Users Midpoint' price index as published in Gas Daily's Daily Price Survey, or successor publication. Shipper shall be responsible for reimbursing Transporter for the cost of transporting (including Retainage) such unreturned loan quantities to Transporter's system.

(b) Clearance Requirements - Parking.

(i) Shipper is required to reduce its Parked Quantity to zero within the time period specified in the Service Agreement, or within the 24 hour time period referenced in Section 5(a)(v) above, unless extended by Transporter in its sole discretion. This requirement is to be satisfied for each quantity parked with Transporter.

(ii) If Transporter, in its sole discretion, determines that Shipper's Parking Service may prevent Transporter from meeting any firm and/or interruptible service obligations or its operational management needs, it may notify Shipper of this determination via Electronic Notice Delivery. Within twenty-four hours of such

notification by Transporter, Shipper must remove the quantity of parked gas specified by Transporter at a point specified in the Service Agreement.

(c) **Clearance Requirements - Lending.**

(i) Shipper is required to reduce its Loaned Quantity to zero within the time period specified in the Service Agreement, unless extended by Transporter in its sole discretion. This requirement is to be satisfied for each quantity loaned by Transporter.

(ii) If Transporter, in its sole discretion, determines that Shipper's Lending Service may prevent Transporter from meeting any firm and/or interruptible service obligations or its operational management needs, it may notify Shipper of this determination via Electronic Notice Delivery. Within twenty-four hours of notification by Transporter, Shipper must return the quantity of loaned gas specified by Transporter at a point specified in the Service Agreement.

(d) If Shipper becomes subject to the penalties as described in Section 5(a)(vii)(2) above, but such actions have no effect on Transporter's ability to provide its certificated services, to meet its certificate, contract, or tariff obligations, or to maintain the operational reliability and integrity of its system, and do not impose any material costs on Transporter, Transporter may in its sole discretion waive all or part of a penalty incurred by Shipper, provided that such waiver is granted on a non-discriminatory basis.

6. **Awarding Capacity**

In the event that requests for service under this rate schedule exceed available capacity, the requests yielding the greatest economic and/or operational benefit to Transporter, as determined in its sole discretion, shall be granted first. Awarding of capacity pursuant to this section shall not change the otherwise applicable interruption priority of the service.

7. **Reservations**

Transporter reserves the unilateral right from time to time to make any changes to, or to supersede, the rates, charges and any terms stated in this Rate Schedule and the applicability thereof, the General Terms and Conditions for Transportation Service, and any other provisions of Transporter FERC Gas Tariff subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder. Shipper reserves the right to protest any such changes.

8. **General Terms and Conditions**

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 11, 12, 14, 27, and 31.

IPP RATE SCHEDULE  
INTERRUPTIBLE PAPER POOLS

1. Availability

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

2. Applicability and Character of Service

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

(b) In accordance with the provisions of this Rate Schedule, Shipper may aggregate or "pool" gas supplies for purposes of transportation from (i) any source delivered to Transporter's system at the Pooling Point specified in Section 3 of this Rate Schedule. Pooling under this Rate Schedule is interruptible, in accordance with the priorities described in Section 16 (Interruptions of Service) and subject to operational flow orders as set forth in Section 17 (Operational Flow Orders) of the General Terms and Conditions.

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

3. Pooling Points

(a) The Pooling Point under this Rate Schedule is Schererville, Indiana.

(b) Transporter may from time to time change or add Pooling Points or areas to respond to market requirements by posting such change(s) on Transporter's Electronic Bulletin Board (EBB).

(c) No Shipper may be permitted more than one currently effective IPP Service Agreement.

4. Operating Conditions

(a) For all receipt points or Pooling Points on Transporter's system, Shipper shall nominate quantities as follows:

(i) Shipper shall nominate quantities to be received at Pooling Points in accordance with the provisions of Section 6 (Nominating, Scheduling, and Monitoring) of the General Terms and Conditions, as modified by the procedure set forth below.

(ii) Shipper shall provide Transporter through the Transporter's EBB the following information: (a) For transactions to be received from Shipper's Pooling Location (pool market), the party receiving gas, the quantity of gas, and the ranking of each pool market nomination; (b) For transactions supplying gas to Shipper's Pooling Location (pool supply), the party supplying gas, the supply location, the quantity of gas, and the ranking of each pool supply nomination. Transporter shall allow Shipper to use Package IDs in creating nominations. Rankings should be within 1 and 999 with the number 1 indicating the highest priority, i.e., the last transaction to have its quantities affected and 999 indicating the lowest priority, i.e., the first transaction to have its quantities affected. Shipper's pool nominations that do not include a rank will be defaulted to a ranking of 50.

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

(c) In the event that pool supply and market quantities do not equal, Transporter shall use rankings provided on Shipper's pool nominations to bring supply and market quantities into balance for each nomination cycle.

## 5. Rate

No rate will be charged for service under this Rate Schedule. Transporter reserves the right to file pursuant to Section 4 of the Natural Gas Act to implement charges to recover any and all costs of providing service under this Rate Schedule. Before Transporter implements such a charge, Shipper shall have the right to cancel its IPP Service Agreement(s) that are subject to that charge.

## 6. Penalties

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

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

7. General Terms and Conditions

All of the General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, with the exception of Sections 4, 14, 19, 31 and 32.