

Table of Contents

Tariff Fourth Revised Volume No. 1

Part 1 Table of Contents

Part 2 Preliminary Statement

Part 3 System Map

Part 4 Statements of Rates

1. Notice of Rates and Other Tariff Rate Changes
2. Reserved for Future Use

Part 5 Rate Schedules

1. FT-A Firm Transportation Service
2. FT-L Firm Lateral Transportation Service
3. FT-GS Firm Transportation Service
4. LNGS Liquefied Natural Gas Storage Service
5. IT Interruptible Transportation Service
6. IT-L Interruptible Lateral Transportation Service
7. PAL Park and Loan Service
8. LMS-MA Market Area Load Management Service
9. LMS-PA Pooling Area Load Management Service
10. SA Supply Aggregation Service

Part 6 General Terms and Conditions

**East Tennessee Natural Gas, LLC
Fourth Revised Volume No. 1
Tariff**

1. Definition of Terms
2. Quality
3. Measurement
4. Measurement Equipment
5. Contracting for Service
6. Credit Requirements
7. Termination of Agreements
8. Assignments
9. Reservation Charge Crediting for Firm Transportation Service
10. Reservation Charge Crediting for LNGS Service
- 11-13. Reserved for Future Use
14. Operational Flow Orders
15. Scheduling of Receipts and Deliveries
16. Invoicing and Payment
17. Release of Rights to Firm Transportation Service
18. Release of Rights to LNGS Service
19. Segmentation
20. Possession of Gas
21. Pressures and Availability of Delivery Points
22. Warranties
23. Electronic Communication
24. Excuse of Performance and Remedies
25. Transportation Cost Rate Adjustment

**East Tennessee Natural Gas, LLC
Fourth Revised Volume No. 1
Tariff**

26. Notices
27. Modification
28. Nonwaiver and Future Default
29. Applicable Regulations
30. Operating Information and Estimates
31. Code Compliance
32. War and National Defense
33. Gas Research Institute Rate Adjustment
34. FERC Annual Charge Adjustment
35. Information and Communications Regarding Service
36. Construction of Facilities
37. Reserved for Future Use
38. Incorporation in Rate Schedules and Service Agreements
39. Operational Purchases and Sales
40. Permitted Sharing of Non-public Information
41. Discounting Policy
42. Periodic Reports
43. North American Energy Standards Board Standards
44. Pooling of Gas Supplies
45. Non-conforming Agreements
46. Off-system Pipeline Capacity
47. Penalties and Penalty Crediting Mechanism
48. Disposition of Retained Quantities

**East Tennessee Natural Gas, LLC
Fourth Revised Volume No. 1
Tariff**

49. Negotiated Rates

Part 7 Form of Service Agreements

1. FT-A and FT-GS Firm Transportation Agreement
 - 1.1 Exhibit A to the FT-A and FT-GS Agreement
2. FT-L Firm Lateral Transportation Agreement
 - 2.1 Exhibit A to the FT-L Agreement
3. LNGS Liquefied Natural Gas Storage Agreement
 - 3.1 Exhibit A to the LNGS Agreement
4. IT Interruptible Transportation Agreement
5. IT-L Interruptible Lateral Transportation Agreement
6. PAL Park and Loan Agreement
 - 6.1 Exhibit A to the PAL Agreement
7. Balancing Agreement for Use at Points of Delivery
 - 7.1 Exhibit A to the Points of Delivery Balancing Agreement
8. Balancing Agreement for Use by Aggregators
 - 8.1 Exhibit A to the Aggregators Balancing Agreement
9. Balancing Agreement for Use Under Rate Schedule LMS-PA
 - 9.1 Exhibit A to the LMS-PA Agreement
 - 9.2 Exhibit B to the LMS-PA Agreement
10. SA Supply Aggregation Service Agreement
 - 10.1 Reserved for Future Use
11. Released Transportation Service Agreement
 - 11.1 Exhibit R-1 to the Released Transportation Agreement

**East Tennessee Natural Gas, LLC
Fourth Revised Volume No. 1
Tariff**

12. Released Storage Service Agreement

12.1 Exhibit R-1 to the Released Storage Agreement

13. LINK System Agreement

FERC GAS TARIFF
FOURTH REVISED VOLUME NO. 1
(Supersedes Third Revised Volume No. 1)
OF
EAST TENNESSEE NATURAL GAS, LLC
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

COMMUNICATIONS CONCERNING THIS TARIFF

SHOULD BE SENT TO:

JANICE K. DEVERS
GENERAL MANAGER, TARIFFS AND COMMERCIAL DEVELOPMENT
EAST TENNESSEE NATURAL GAS, LLC

Mailing Address: Post Office Box 1642
Houston, Texas 77251-1642

Street Address: 5400 Westheimer Court
Houston, Texas 77056-5310

Telephone Number: (713) 627-6170

Facsimile Number: (713) 627-5041

TABLE OF CONTENTS

Description/Title

PART 2 - Preliminary Statement

PART 3 - System Map

PART 4 - Statements of Rates (Index)

1. Notice of Rates and Other Tariff Rate Changes
2. [Reserved for Future Use]

PART 5 - Rate Schedules (Index)

1. FT-A Firm Transportation Service
2. FT-L Firm Lateral Transportation Service
3. FT-GS Firm Transportation Service
4. LNGS Liquefied Natural Gas Storage Service
5. IT Interruptible Transportation Service
6. IT-L Interruptible Lateral Transportation Service
7. PAL Park and Loan Service
8. LMS-MA Market Area Load Management Service
9. LMS-PA Pooling Area Load Management Service
10. SA Supply Aggregation Service

PART 6 - General Terms and Conditions (Index)

1. Definition of Terms
2. Quality
3. Measurement
4. Measurement Equipment
5. Contracting for Service
6. Credit Requirements
7. Termination of Agreements
8. Assignments
9. Reservation Charge Crediting for Firm Transportation Service
10. Reservation Charge Crediting for LNGS Service
- 11-13. [Reserved for Future Use]
14. Operational Flow Orders
15. Scheduling of Receipts and Deliveries
16. Invoicing and Payment
17. Release of Rights to Firm Transportation Service
18. Release of Rights to LNGS Service
19. Segmentation
20. Possession of Gas
21. Pressures and Availability of Delivery Points
22. Warranties

23. Electronic Communication
24. Excuse of Performance and Remedies
25. Transportation Cost Rate Adjustment
26. Notices
27. Modification
28. Nonwaiver and Future Default
29. Applicable Regulations
30. Operating Information and Estimates
31. Code Compliance
32. War and National Defense
33. Gas Research Institute Rate Adjustment
34. FERC Annual Charge Adjustment
35. Information and Communications Regarding Services
36. Construction of Facilities
37. [Reserved for Future Use]
38. Incorporation in Rate Schedules and Service Agreements
39. Operational Purchases and Sales
40. Permitted Sharing of Non-public Information
41. Discounting Policy
42. Periodic Reports
43. North American Energy Standards Board (NAESB) Standards
44. Pooling of Gas Supplies
45. Non-conforming Agreements
46. Off-system Pipeline Capacity
47. Penalties and Penalty Crediting Mechanism
48. Disposition of Retained Quantities
49. Negotiated Rates

PART 7 - Form of Service Agreements (Index)

1. FT-A and FT-GS Firm Transportation Agreement
2. FT-L Firm Lateral Transportation Agreement
3. LNGS Liquefied Natural Gas Storage Agreement
4. IT Interruptible Transportation Agreement
5. IT-L Interruptible Lateral Transportation Agreement
6. PAL Park and Loan Agreement
7. Balancing Agreement for Use at Points of Delivery
8. Balancing Agreement for Use by Aggregators
9. Balancing Agreement for Use Under Rate Schedule LMS-PA
10. SA Supply Aggregation Service Agreement
11. Released Transportation Service Agreement
12. Released Storage Service Agreement
13. LINK[®] System Agreement

PRELIMINARY STATEMENT

East Tennessee Natural Gas, LLC ("referred to in this tariff as "Transporter"), a Tennessee limited liability company, owns and operates (under certificates of public convenience and necessity heretofore issued by the Federal Energy Regulatory Commission) a natural gas pipeline system, located in the states of North Carolina, Tennessee and Virginia. In connection with the operation of East Tennessee Natural Gas, LLC's natural gas pipeline system, East Tennessee Natural Gas, LLC owns facilities appurtenant thereto, and is engaged in the transportation of natural gas, in interstate commerce, to customers who resell the gas for ultimate public consumption, domestic, commercial, industrial and other uses, and to industrial customers for their own use.

Nothing in this tariff is intended to inhibit the development of, or discriminate against the use of, Imbalance Management Services or Title Transfer Tracking services provided by third parties or Transporter's Shippers. Any party interested in providing Imbalance Management Services or Title Transfer Tracking services must coordinate with Transporter regarding such services.

The locations of the Company's transmission lines, compressor stations, and lateral lines and the principal points at which it delivers gas are shown on the System Map on the following page.

SYSTEM MAP

The System Map may be displayed and downloaded at the Internet Web site below.

<https://linkwc.spectraenergy.com/SystemMaps/ETSystemMap.pdf>

STATEMENTS OF RATES
(Index)

Description/Title

1. Notice of Rates and Other Tariff Rate Changes
2. [Reserved for Future Use]

NOTICE OF RATES AND OTHER TARIFF RATE CHANGES
 (Rates Per Dekatherm)

| Rate Schedule | Base Tariff Rate 2/ | Adjustments Under Sections | | Rate After Current Adjustments | Fuel and Loss Retention Percentage | |
|----------------------|---------------------------|----------------------------|--------|--------------------------------------|--|--------|
| | | * * * * 25 * * * * | ***** | | Summer | Winter |
| ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| Monthly Demand Rates | | | | | | |
| FT-A - Max (High) | \$6.663 | (\$0.05) | \$0.00 | \$6.613 | | |
| FT-A - Max (Low) | \$6.663 | (\$0.05) | \$0.00 | \$6.613 | | |
| - Min | \$0.000 | | | \$0.000 | | |
| FT-A (Rocky Top) | | | | | | |
| - Max (High) | \$9.628 | | | \$9.628 | | |
| - Max (Low) | \$9.628 | | | \$9.628 | | |
| - Min | \$0.000 | | | \$0.000 | | |
| FT-A (Gateway) | | | | | | |
| - Max (High) | \$8.085 | | | \$8.085 | | |
| - Max (Low) | \$8.085 | | | \$8.085 | | |
| - Min | \$0.000 | | | \$0.000 | | |
| FT-A (Murray) | | | | | | |
| - Max (High) | \$7.163 | | | \$7.163 | | |
| - Max (Low) | \$7.163 | | | \$7.163 | | |
| - Min | \$0.000 | | | \$0.000 | | |
| FT-A (Patriot) | | | | | | |
| - Max (High) | \$9.577 | | | \$9.577 | | |
| - Max (Low) | \$9.577 | | | \$9.577 | | |
| - Min | \$0.000 | | | \$0.000 | | |
| FT-A (NET) | | | | | | |
| - Max (High) | \$14.855 | | | \$14.855 | | |
| - Max (Low) | \$14.855 | | | \$14.855 | | |
| - Min | \$0.000 | | | \$0.000 | | |
| FT-A (Wacker) | | | | | | |
| - Max (High) | \$17.638 | | | \$17.638 | | |
| - Max (Low) | \$17.638 | | | \$17.638 | | |
| - Min | \$0.000 | | | \$0.000 | | |
| FT-A (Kingsport) | | | | | | |
| - Max (High) | \$29.428 | | | \$29.428 | | |
| - Max (Low) | \$29.428 | | | \$29.428 | | |
| - Min | \$0.000 | | | \$0.000 | | |
| FT-A (Loudon) | | | | | | |
| - Max (High) | \$21.240 | | | \$21.240 | | |
| - Max (Low) | \$21.240 | | | \$21.240 | | |
| - Min | \$0.000 | | | \$0.000 | | |
| LNGS 1/ | \$0.3640 | | | \$0.3640 | 15.69% | 1.66% |

1/ Liquefaction and Vaporization Fuel and Loss Retention Percentages of 15.69% and 1.66%, respectively, shall be applicable to the LNGS Service.

2/ The Base Tariff Rate is inclusive of Demand Transportation by Others Costs: FT-A = \$.05.

NOTICE OF RATES AND OTHER TARIFF RATE CHANGES
 (Rates Per Dekatherm)

| Rate Schedule | Base Tariff Rate | Adjustments Under Sections | | Rate After Current Adjustments | Fuel and Loss Retention Percentage | |
|--------------------------------|------------------------|----------------------------|--------------------|--------------------------------------|--|--------|
| | | ***** 25 ***** Current | ***** Surcharge | | Summer | Winter |
| Daily Demand Rates 1/ ----- | | | | | | |
| FT-A | \$0.2191 | (\$0.0016) | \$0.0000 | \$0.2175 | | |
| FT-A (Rocky Top) | \$0.3165 | | | \$0.3165 | | |
| FT-A (Gateway) | \$0.2658 | | | \$0.2658 | | |
| FT-A (Murray) | \$0.2355 | | | \$0.2355 | | |
| FT-A (Patriot) | \$0.3148 | | | \$0.3148 | | |
| FT-A (NET) | \$0.4884 | | | \$0.4884 | | |
| FT-A (Wacker) | \$0.5798 | | | \$0.5798 | | |
| FT-A (Kingsport) | \$0.9674 | | | \$0.9674 | | |
| FT-A (Loudon) | \$0.6983 | | | \$0.6983 | | |

1/ The maximum Volumetric Firm Rates for Capacity Release are as follows:
 FT-A \$.2186; FT-A (Rocky Top) \$.3165; FT-A (Gateway) \$.2658; FT-A (Murray) \$.2355;
 FT-A (Patriot) \$.3148; FT-A (NET) \$.4884; FT-A (Wacker) \$.5798; FT-A (Kingsport) \$.9674;
 FT-A (Loudon) \$.6983.
 Rate excludes the Annual Charge Adjustment (ACA) Surcharge. The ACA Commodity Surcharge per Dekatherm to applicable customers, pursuant to Section 34 of the General Terms and Conditions.

NOTICE OF RATES AND OTHER TARIFF RATE CHANGES
 (Rates Per Dekatherm)

| Rate Schedule | Base Tariff Rate 4/ | Adjustments Under Sections | | Rate After Current Adjustments | Fuel and Loss Retention Percentage | | 3/ |
|------------------|---------------------------|----------------------------|----------|--------------------------------------|--|--------|----|
| | | * * * * 25 * * * * | ***** | | Summer | Winter | |
| ----- | | | | | | | |
| Commodity Rates | | | | | | | |
| ----- | | | | | | | |
| FT-A - Max | \$0.0011 | \$0.0000 | \$0.0000 | \$0.0011 | 1.58% | 2.22% | 3/ |
| - Min | \$0.0011 | | | \$0.0011 | | | |
| FT-A (Rocky Top) | | | | | | | |
| - Max | \$0.0000 | | | \$0.0000 | 0.91% | 0.91% | 3/ |
| - Min | \$0.0000 | | | \$0.0000 | | | |
| FT-A (Gateway) | | | | | | | |
| - Max | \$0.0000 | | | \$0.0000 | 0.60% | 0.60% | 3/ |
| - Min | \$0.0000 | | | \$0.0000 | | | |
| FT-A (Murray) | | | | | | | |
| - Max | \$0.0000 | | | \$0.0000 | 1.90% | 1.90% | 3/ |
| - Min | \$0.0000 | | | \$0.0000 | | | |
| FT-A (Patriot) | | | | | | | |
| - Max | \$0.0000 | | | \$0.0000 | 2.11% | 2.11% | 3/ |
| - Min | \$0.0000 | | | \$0.0000 | | | |
| FT-A (NET) | | | | | | | |
| - Max | \$0.0000 | | | \$0.0000 | 1.54% | 1.54% | 3/ |
| - Min | \$0.0000 | | | \$0.0000 | | | |
| FT-A (Wacker) | | | | | | | |
| - Max | \$0.0000 | | | \$0.0000 | 1.29% | 1.29% | 3/ |
| - Min | \$0.0000 | | | \$0.0000 | | | |
| FT-A (Kingsport) | | | | | | | |
| - Max | \$0.0000 | | | \$0.0000 | 0.60% | 0.60% | 3/ |
| - Min | \$0.0000 | | | \$0.0000 | | | |
| FT-A (Loudon) | | | | | | | |
| - Max | \$0.0000 | | | \$0.0000 | 0.60% | 0.60% | 3/ |
| - Min | \$0.0000 | | | \$0.0000 | | | |
| FT-GS- | | | | | | | |
| - Max | \$0.6270 | (\$0.0047) | \$0.0000 | \$0.6223 | 1.58% | 2.22% | 3/ |
| - Min | \$0.0011 | | | \$0.0011 | | | |
| IT - Max | \$0.2201 | (\$0.0016) | | \$0.2185 | 1.58% | 2.22% | 3/ |
| - Min | \$0.0011 | | | \$0.0011 | | | |
| PAL - Max | \$0.2201 | (\$0.0016) | | \$0.2185 | | | |
| - Min | \$0.0000 | | | \$0.0000 | | | |

- 1/ Rate excludes the Annual Charge Adjustment (ACA) Surcharge. The ACA Commodity Surcharge per Dekatherm to applicable customers, pursuant to Section 34 of the General Terms and Conditions .
- 2/ Fuel and Losses Retention Percentages shall be applicable to all transportation rate schedules.
- 3/ Transportation Fuel and Loss Retention Percentages are inclusive of .6% for Gas Lost and Unaccounted For. Transportation entirely by Backhaul will incur only the .6% Gas Lost and Unaccounted For factor.
- 4/ The Base Tariff Rate is inclusive of Demand Transportation by Others Costs: FT-A = \$.05.

NOTICE OF RATES AND OTHER TARIFF RATE CHANGES
 (Rates Per Dekatherm)

| Rate Schedule | Base Tariff Rate | Adjustments Under Sections | | | Rate After Current Adjustments | Fuel and Loss Retention Percentage | |
|--------------------------|------------------------|----------------------------|-----------|----|--------------------------------------|--|----------|
| | | ***** 25 ***** Current | Surcharge | 37 | | Summer | Winter |
| ----- | | | | | | | |
| Monthly Demand Rates | | | | | 1/ | | |
| ----- | | | | | | | |
| FT-L (Jewell Ridge) | | | | | | | |
| - Max | \$4.3303 | | | | \$4.3303 | | |
| - Min | \$0.0000 | | | | \$0.0000 | | |
| | | | | | | | |
| Daily Demand Rates 2/ | | | | | | | |
| ----- | | | | | | | |
| FT-L (Jewell Ridge) | \$0.1424 | | | | \$0.1424 | | |
| | | | | | | | |
| Commodity Rates | | | | | | | |
| ----- | | | | | | | |
| FT-L (Jewell Ridge) | | | | | | | |
| - Max | \$0.0000 | | | | \$0.0000 | 0.15% | 0.15% 3/ |
| - Min | \$0.0000 | | | | \$0.0000 | | |
| IT-L (Jewell Ridge) | | | | | | | |
| - Max | \$0.1424 | | | | \$0.1424 | 0.15% | 0.15% 3/ |
| - Min | \$0.0000 | | | | \$0.0000 | | |
| | | | | | | | |
| Authorized Overrun Rates | | | | | | | |
| ----- | | | | | | | |
| Jewell Ridge | | | | | | | |
| - Max | \$0.1424 | | | | \$0.1424 | 0.15% | 0.15% 3/ |
| - Min | \$0.0000 | | | | \$0.0000 | | |

- 1/ Rate excludes the Annual Charge Adjustment (ACA) Surcharge. The ACA Commodity Surcharge per Dekatherm to applicable customers, pursuant to Section 34 of the General Terms and Conditions, with the exception that the ACA Surcharge shall not apply to deliveries under Rate Schedules FT-L and IT-L to the extent that such quantities are delivered for further transportation on Transporter's system under one or more of Transporter's other Rate Schedules.
- 2/ The maximum Volumetric Firm Rates for Capacity Release are as follows:
 FT-L (Jewell Ridge) \$0.1424.
 Rate excludes the Annual Charge Adjustment (ACA) Surcharge. The ACA Commodity Surcharge per Dekatherm to applicable customers, pursuant to Section 34 of the General Terms and Conditions.
- 3/ Transportation Fuel and Loss Retention Percentages for service on the Jewell Ridge Lateral are inclusive of a 0.15% Gas Lost and Unaccounted For factor. Transportation entirely by Backhaul on the Jewell Ridge Lateral will incur only the 0.15% Gas Lost and Unaccounted For factor

This Section 2 of the Statements of Rates and all of its subsections (2.1 through 2.24) are reserved for future use.

RATE SCHEDULES
(Index)

Description/Title

1. FT-A Firm Transportation Service
2. FT-L Firm Lateral Transportation Service
3. FT-GS Firm Transportation Service
4. LNGS Liquefied Natural Gas Storage Service
5. IT Interruptible Transportation Service
6. IT-L Interruptible Lateral Transportation Service
7. PAL Park and Loan Service
8. LMS-MA Market Area Load Management Service
9. LMS-PA Pooling Area Load Management Service
10. SA Supply Aggregation Service

FT-A RATE SCHEDULE FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis by East Tennessee Natural Gas, LLC (hereinafter called "Transporter") for any Shipper:

- (a) that completes a valid request for service and executes a Firm Transportation Agreement ("FT-A Agreement"), wherein Transporter agrees to transport and deliver at designated delivery points on behalf of Shipper, natural gas up to a specified volume, which will be designated as the Maximum Daily Transportation Quantity ("MDTQ"). Each FT-A Agreement will specify the Primary Receipt and Delivery Points available for use under the FT-A Agreement and the Maximum Daily Receipt Obligation ("MDRO") at each Primary Receipt Point and the Maximum Daily Delivery Obligation ("MDDO") at each Primary Delivery Point; provided, however, that capacity on that portion of Transporter's system designated as an Incremental Lateral is not available for firm transportation service pursuant to this Rate Schedule FT-A; and
- (b) provided that Shipper has the highest NPV bid in accordance with Section 5 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The service rendered shall be the transportation of natural gas up to the Maximum Daily Transportation Quantity set out in the FT-A Agreement performed under Sub-part G of Part 284 of the Commission's Regulations. Firm transportation service under this Rate Schedule shall be provided to the extent Transporter determines firm capacity is available, and Shipper has fulfilled the requirements of Section 5 of the General Terms and Conditions of Transporter's FERC Gas Tariff; provided, however, Transporter shall not commence service until Transporter and Shipper have executed an FT-A Agreement. Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule except as provided in Section 4.2 below.
- 2.2 Service shall be provided on a firm basis. However, service may be curtailed pursuant to Section 15.4 of Transporter's General Terms and Conditions or whenever necessary to maintain gas quality or the integrity of Transporter's system.
- 2.3 Shippers that have an agreement for service pursuant to Transporter's LNGS Rate Schedule may have an FT-A agreement for use in connection with withdrawal of

gas from storage during the Winter Season. Under such an FT-A agreement, Shipper will pay demand charges only during the Months of the Winter Season. Unless otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, rates for such service shall be as stated on the Notice of Rates and Other Tariff Rate Changes.

- 2.4 If so specified in Exhibit A to Shipper's FT-A agreement, a five-Month Winter Season service under Rate Schedule FT-A shall be available on the Nora supply lateral, with firm transportation service commencing each November 1 and concluding on March 31 of the following year for the term of the agreement. Under such an FT-A agreement, Shipper will pay demand charges only during the Months of the Winter Season. Unless otherwise provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, rates for such service shall be as stated on the Notice of Rates and Other Tariff Rate Changes.

3. DELIVERIES AND RECEIPTS

- 3.1 Receipt Points: The Primary Receipt Point(s) for all gas transported by Transporter under this Rate Schedule on that portion of Transporter's system not designated as an Incremental Lateral shall be at the mutually agreeable interconnection(s) between Transporter's system and the connecting facilities of Shipper or Shipper's designee shown on Exhibit A to the FT-A Agreement. Transporter shall not be required under any circumstances to receive gas at any Receipt Point where (1) the total quantity of gas scheduled for receipt on any Day is less than that required for the accurate measurement of quantities to be received or (2) the total quantity of gas scheduled for receipt at that point is less than that required to operate existing compression facilities necessary to receive gas at such point. The sum of the MDROs specified at all of Shipper's Primary Receipt Point(s) must equal the Maximum Daily Transportation Quantity stated in the FT-A Agreement.

East End Storage: Nominations utilizing receipt points for storage withdrawals from (1) M&R 57000 (Transporter's LNG facility located in Sullivan County, TN); (2) M&R 59009 (Saltville storage facility located in Washington County, VA); (3) M&R 59777 (Saltville storage facility located in Smyth County, VA); and (4) M&R 59770 (Saltville storage facility located in Smyth County, VA) will be treated on an aggregate basis, for scheduling and curtailment purposes, as nominations from Primary Receipt Point(s) up to the sum of the Maximum Daily Receipt Obligation(s) stated in the FT-A Agreement for those points of receipt.

- 3.2 Delivery Points: The Primary Delivery Point(s) for all gas transported by Transporter under this Rate Schedule on that portion of Transporter's system not designated as an Incremental Lateral shall be at the mutually agreeable interconnection(s) between Transporter's system and the facilities of Shipper or Shipper's designee shown on Exhibit A to the FT-A Agreement. Transporter

shall not be required under any circumstances to deliver gas at any Delivery Point where (1) the total quantity of gas scheduled for delivery on any Day is less than that required for the accurate measurement of quantities to be delivered or (2) the total quantity of gas scheduled for delivery at such point is less than that required to operate existing compression facilities necessary to deliver gas to such point. The sum of the MDDOs specified at all of Shipper's Primary Delivery Point(s) must equal the Maximum Daily Transportation Quantity stated in the FT-A Agreement.

East End Storage: Nominations utilizing delivery points for storage injections into (1) M&R 56000 (Transporter's LNG facility located in Sullivan County, TN); (2) M&R 59147 (Saltville storage facility located in Washington County, VA); (3) M&R 59766 (Saltville storage facility located in Smyth County, VA) and (4) M&R 59760 (Saltville storage facility located in Smyth County, VA) will be treated on an aggregate basis, for scheduling and curtailment purposes, as nominations to Primary Delivery Point(s) up to the sum of the Maximum Daily Delivery Obligation(s) stated in the FT-A Agreement for those points of delivery.

- 3.3 Changing Primary Receipt and Delivery Points: Subject to availability of firm capacity, Shipper may change the Primary Receipt or Delivery Points under its FT-A Agreement pursuant to Sections 5.7 and 5.8 of the General Terms and Conditions of this FERC Gas Tariff.
- 3.4 Secondary Receipt and Delivery Points: Shipper may use as a Secondary Receipt or Delivery Point any other Receipt or Delivery Point located on that portion of Transporter's system not designated as an Incremental Lateral by notifying Transporter in Shipper's nomination entered via LINK®. A Shipper may also use a Primary Receipt or Delivery Point located on that portion of Transporter's system not designated as an Incremental Lateral as a Secondary Point pursuant to Section 19 of the General Terms and Conditions to the extent that Shipper nominates quantities at the Primary Point in excess of the Shipper's Maximum Daily Receipt Obligation or Maximum Daily Delivery Obligation, as applicable, for that Primary Point, but less than or equal to the Maximum Daily Transportation Quantity under the FT-A Agreement, with the exception that a transaction that involves movement of gas in the same direction as that contemplated by the Primary Receipt Point(s) and the Primary Delivery Point(s) on the firm service agreement and a transaction that involves movement of gas that is counter to the direction contemplated by the Primary Receipt Point(s) and the Primary Delivery Point(s) on the firm service agreement that are nominated to the same Delivery Point for a given gas flow date and time shall not be deemed to be an overlap of the MDTQ at that Delivery Point; provided that such Delivery Point is not subject to an Aggregator OBA pursuant to Rate Schedule LMS-MA; and further provided, however, that Transporter shall not be obligated to deliver a total quantity in excess of the total MDDO on a primary firm basis.

A firm Shipper's rights to use a Secondary Receipt or Delivery Point shall be superior to all interruptible Shippers' use of that point, but inferior to the rights of all firm Shippers using that point as a Primary Delivery or Receipt Point. In addition, a firm Shipper's rights to use a Secondary Receipt or Delivery Point within its Contract Path will be superior to the rights of all Shippers using that point outside their Contract Paths. Shipper's total receipts or deliveries on any Day shall not exceed the Maximum Daily Transportation Quantity stated in the FT-A Agreement, except as provided in Section 19 of the General Terms and Conditions, and, if the capacity at a Secondary Receipt or Delivery Point is insufficient to serve all Shippers requesting the point, the receipt or delivery quantities for that point shall be allocated in accordance with Section 15 of the General Terms and Conditions.

Nominations utilizing Secondary Receipt Points located upstream of Dixon Springs (Compressor Station 3104) on the 3100 Line by a firm Shipper with Primary Receipt Point(s) located upstream of Dixon Springs will be treated, for scheduling and curtailment purposes, as nominations from Secondary Receipt Points within Contract Path on the 3100 Line up to the Maximum Daily Receipt Obligation stated in the FT-A agreement at the Shipper's Primary Receipt Point(s) located upstream of Dixon Springs.

Nominations utilizing Secondary Receipt Points located upstream of Lewisburg (Compressor Station 3206) on the 3200 Line by a firm Shipper with Primary Receipt Point(s) located upstream of Lewisburg will be treated, for scheduling and curtailment purposes, as nominations from Secondary Receipt Points within Contract Path on the 3200 Line up to the Maximum Daily Receipt Obligation stated in the FT-A agreement at the Shipper's Primary Receipt Point(s) located upstream of Lewisburg.

- 3.5 Accounting Points: In certain situations, Transporter may use an accounting meter number to represent a physical location on its pipeline system. A Primary Receipt Point or a Primary Delivery Point identified on Shipper's executed service agreement(s) may be designated in the LINK® System by means of an accounting meter number and description that differs from the physical meter number and description specified on the service agreement. The same rights and obligations exist for both Transporter and Shipper regardless of whether a location is identified in Shipper's executed service agreement by means of a physical meter number or an accounting meter number.

4. RATES AND CHARGES

4.1 Transportation Rates:

The applicable rates for service under this FT-A Rate Schedule are the applicable maximum Reservation and Commodity Rates shown on the effective Notice of

Rates and Other Tariff Rate Changes. Where applicable, such rates are subject to adjustment pursuant to Sections 25 and 34 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Transporter has the right at any time and from time to time to adjust the Reservation and Commodity Rates applicable to any service upon notice to Shipper to any level not less than the minimum nor more than the maximum Reservation and Commodity Rates established for this Rate Schedule and set forth on the effective Notice of Rates and Other Tariff Rate Changes. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 41 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

In the event Transporter and Shipper agree to establish a discounted rate pursuant to Section 41 of the General Terms and Conditions of Transporter's FERC Gas Tariff, said rate will be set forth in the Discount Confirmation sent to Shipper. Transporter shall file with the Commission the required reports of any adjustment below the maximum Reservation and/or Commodity Rates for service under this Rate Schedule.

In the event that Transporter interrupts or curtails service, Transporter shall credit reservation charges on Shipper's next monthly bill pursuant to Section 9 of the General Terms and Conditions.

- 4.2 New Facilities: In addition to the charges pursuant to Section 4.1 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse 100% of the cost (including a gross-up for the income tax effects of reimbursement) of facilities constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Further, Transporter shall charge Shipper an amount to reimburse 100% of the cost (including a gross-up for the income tax effects of reimbursement) of all electronic custody transfer equipment, metering facilities, gravimeters, calorimeters, flow controllers or other measuring or metering facilities.
- 4.3 Incidental Charges: In addition to the charges pursuant to Sections 4.1 and 4.2 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter 100% for any filing or similar fees and, if applicable, sales or use tax that have not been previously paid by Shipper, which Transporter incurs in establishing or rendering service. Transporter shall not use the amounts of incidental charges so collected as either costs or revenues in establishing its general system rates. The applicable incidental charges shall be stated in the FT-A Agreement.
- 4.4 Authorized Overrun Charge: If Shipper, upon receiving the advance approval of Transporter, should on any Day take under this Rate Schedule a quantity of natural gas in excess of that which Shipper is authorized to take under Shipper's FT-A Agreement or Section 19 of the General Terms and Conditions, then such

quantity shall constitute an authorized overrun quantity. All Shipper requests for Authorized Overruns must be nominated via LINK®. For all such authorized overrun volumes, Shipper shall pay Transporter a rate equal to the volumetric derivative of the maximum transportation charge applicable to the service under its agreement and this Rate Schedule designed on a 100% Load Factor basis multiplied by the excess quantities delivered to Shipper, unless the parties mutually agree otherwise.

- 4.5 Negotiated Rates: Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges or credits for service under this Rate Schedule that differ from those rates, rate components, charges or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges or credits ("Negotiated Rates") then the Negotiated Rate(s) shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's FERC Gas Tariff shall remain in effect. Transporter shall make any filings with the Commission necessary to effectuate a Negotiated Rate.

5. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. NAESB WGQ Standard 1.3.16 states: Where fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nomination process, should be $(1 - \text{fuel}\% / 100)$ multiplied by receipt quantity = delivery quantity. NAESB WGQ Standard 1.3.15 states: When the fuel reimbursement method is fuel in-kind, the results of the fuel reimbursement calculations for the nomination process should be rounded to the nearest dekatherm, Gigajoule (Canada) or Gigacalorie (Mexico). The mathematical effect of rounding can yield a result of zero. In accordance with these NAESB WGQ Standards, the quantity of gas retained by Transporter for fuel and losses shall equal the quantity of gas tendered at the receipt point multiplied by the applicable fuel and loss retention percentage shown on the effective Notice of Rates and Other Tariff Rate Changes of Transporter's effective FERC Gas Tariff, rounded to the nearest dekatherm. Once each calendar year, Transporter shall have the right to file with the Commission to change the

quantity of gas required for fuel and losses based on system average fuel and loss requirements, excluding the facilities designated as an Incremental Lateral.

6. MONTHLY BILL

The Monthly Bill for service shall be equal to:

- (a) Reservation Charge: A reservation rate determined under Section 4 above multiplied by the Maximum Daily Transportation Quantity as specified in the FT-A Agreement; and,
- (b) Commodity Charge: The applicable Commodity Rate(s) under Section 4 above multiplied by the Dekatherms of natural gas transported and delivered in the Month pursuant to this Rate Schedule; and
- (c) If applicable, any other charges pursuant to Section 4 of the Rate Schedule.

7. WAIVER

Transporter may waive any rights hereunder or any obligations of Shipper hereunder on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

8. GENERAL TERMS AND CONDITIONS

8.1 Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter by regulation, rule, and/or order by any duly authorized agency. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with the General Terms and Conditions of Transporter's FERC Gas Tariff, which are incorporated into this Rate Schedule.

8.2 In the event of a conflict between the provisions of this Rate Schedule and Transporter's General Terms and Conditions, the provisions of Transporter's General Terms and Conditions shall govern.

9. SEGMENTATION THROUGH NOMINATIONS

See Section 19 of the General Terms and Conditions.

**FT-L RATE SCHEDULE
FIRM LATERAL TRANSPORTATION SERVICE**

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis by East Tennessee Natural Gas, LLC (hereinafter called "Transporter") on any portion of Transporter's pipeline system designated as an Incremental Lateral for any Shipper that completes a valid request for service and executes a Firm Lateral Transportation Agreement ("FT-L Agreement") in the form set forth in this FERC Gas Tariff, wherein Transporter agrees to transport and deliver at designated delivery points on behalf of Shipper, natural gas up to a specified volume, which will be designated as the Maximum Daily Transportation Quantity ("MDTQ"). Each FT-L Agreement will specify the Primary Receipt and Delivery Point(s) available for use under the FT-L Agreement and the Maximum Daily Receipt Obligation ("MDRO") at each Primary Receipt Point and the Maximum Daily Delivery Obligation ("MDDO") at each Primary Delivery Point.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The service rendered shall be the transportation of natural gas up to the Maximum Daily Transportation Quantity specified in the FT-L Agreement performed under Sub-part G of Part 284 of the Commission's Regulations. Firm transportation service under this Rate Schedule shall be provided to the extent Transporter determines firm capacity is available, and Shipper has fulfilled the requirements of Section 5 of the General Terms and Conditions of Transporter's FERC Gas Tariff; provided, however, Transporter shall not commence service until Transporter and Shipper have executed an FT-L Agreement. Transporter may, but shall not be required to, install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule except as provided in Section 4.2 below.

2.2 Service shall be provided on a firm basis. However, service may be curtailed pursuant to Section 15.4 of Transporter's General Terms and Conditions or whenever necessary to maintain gas quality or the integrity of Transporter's system.

3. DELIVERIES AND RECEIPTS

3.1 Receipt Points: The Primary Receipt Point(s) for all gas transported by Transporter on the applicable Incremental Lateral under this Rate Schedule shall be at the location(s) shown on Exhibit A to the FT-L Agreement. Transporter shall not be required under any circumstances to receive gas at any Receipt Point where (1) the total quantity of gas scheduled for receipt on any Day is less than that required for the accurate measurement of quantities to be received or (2) the

total quantity of gas scheduled for receipt at that point is less than that required to operate compression facilities necessary to receive gas at such point. The sum of the MDROs specified at all of Shipper's Primary Receipt Point(s) must equal the Maximum Daily Transportation Quantity stated in the FT-L Agreement.

- 3.2 **Delivery Points:** The Primary Delivery Point(s) for all gas transported by Transporter on the applicable Incremental Lateral under this Rate Schedule shall be at the location(s) shown on Exhibit A to the FT-L Agreement. Transporter shall not be required under any circumstances to deliver gas at any Delivery Point where (1) the total quantity of gas scheduled for delivery on any Day is less than that required for the accurate measurement of quantities to be delivered or (2) the total quantity of gas scheduled for delivery at such point is less than that required to operate compression facilities necessary to deliver gas to such point. The sum of the MDDOs specified at all of Shipper's Primary Delivery Point(s) must equal the Maximum Daily Transportation Quantity stated in the FT-L Agreement.
- 3.3 **Changing Primary Receipt and Delivery Points:** Subject to availability of firm capacity on the applicable Incremental Lateral, Shipper may change the Primary Receipt or Delivery Points under its FT-L Agreement pursuant to Section 5.7 and 5.8 of the General Terms and Conditions of this FERC Gas Tariff.
- 3.4 **Secondary Receipt and Delivery Points:** Shipper may use as a Secondary Receipt or Delivery Point any other Receipt or Delivery Point on the applicable Incremental Lateral by notifying Transporter in Shipper's nomination entered via the LINK® System. A Shipper may also use a Primary Receipt or Delivery Point on the applicable Incremental Lateral as a Secondary Point to the extent that Shipper nominates quantities at the Primary Point in excess of Shipper's Maximum Daily Receipt Obligation or Maximum Daily Delivery Obligation, as applicable, for that Primary Point, but less than or equal to the Maximum Daily Transportation Quantity under the FT-L Agreement; provided, however, that Transporter shall not be obligated to deliver a total quantity in excess of the total MDDO on a primary firm basis.

A firm Shipper's rights to use a Secondary Receipt or Delivery Point shall be superior to all interruptible Shippers' use of that point, but inferior to the rights of all firm Shippers using that point as a Primary Delivery or Receipt Point. In addition, a firm Shipper's rights to use a Secondary Receipt or Delivery Point within its Contract Path will be superior to the rights of all Shippers using that point outside their Contract Paths. Shipper's total receipts or deliveries on any Day shall not exceed the Maximum Daily Transportation Quantity stated in the FT-L Agreement, except as provided in (1) Section 4.4 of this Rate Schedule FT-L or (2) Section 19 of the General Terms and Conditions as that section describes segmentation on the applicable Incremental Lateral and, if the capacity at a Secondary Receipt or Delivery Point is insufficient to serve all Shippers

requesting the point, the receipt or delivery quantities for that point shall be allocated in accordance with Section 15 of the General Terms and Conditions.

- 3.5 Accounting Points: In certain situations, Transporter may use an accounting meter number to represent a physical location on its pipeline system. A Primary Receipt Point or a Primary Delivery Point identified on Shipper's executed service agreement(s) may be designated in the LINK® System by means of an accounting meter number and description that differs from the physical meter number and description specified on the service agreement. The same rights and obligations exist for both Transporter and Shipper regardless of whether a location is identified in Shipper's executed service agreement by means of a physical meter number or an accounting meter number.

4. RATES AND CHARGES

4.1 Transportation Rates:

The applicable rates for service under this Rate Schedule FT-L are the applicable maximum Reservation and Commodity Rates shown on the effective Notice of Rates and Other Tariff Rate Changes; provided, however, Transporter has the right at any time and from time to time to adjust the Reservation and Commodity Rates applicable to any service upon notice to Shipper to any level not less than the minimum nor more than the maximum Reservation and Commodity Rates established for this Rate Schedule and set forth on the effective Notice of Rates and Other Tariff Rate Changes. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 41 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

In the event Transporter and Shipper agree to establish a discounted rate pursuant to Section 41 of the General Terms and Conditions of Transporter's FERC Gas Tariff, said rate will be set forth in the Discount Confirmation sent to Shipper. Transporter shall file with the Commission the required reports of any adjustment below the maximum Reservation and/or Commodity Rates for service under this Rate Schedule.

In the event that Transporter interrupts or curtails service, Transporter shall credit reservation charges on Shipper's next monthly bill pursuant to Section 9 of the General Terms and Conditions.

- 4.2 New Facilities: In addition to the charges pursuant to Section 4.1 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse 100% of the cost (including a gross-up for the income tax effects of reimbursement) of facilities constructed at Shipper's request in order to provide transportation service under this Rate Schedule. Further, Transporter shall charge Shipper an amount to reimburse 100% of the cost (including a gross-up for the income tax effects of

reimbursement) of all electronic custody transfer equipment, metering facilities, gravimeters, calorimeters, flow controllers or other measuring or metering facilities.

- 4.3 **Incidental Charges:** In addition to the charges pursuant to Sections 4.1 and 4.2 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter 100% for any filing or similar fees and, if applicable, sales or use tax that have not been previously paid by Shipper, which Transporter incurs in establishing or rendering service. Transporter shall not use the amounts of incidental charges so collected as either costs or revenues in establishing its general system rates. The applicable incidental charges shall be stated in the FT-L Agreement.
- 4.4 **Authorized Overrun Charge:** If Shipper, upon receiving the advance approval of Transporter, should on any Day take under this Rate Schedule a quantity of natural gas in excess of that which Shipper is authorized to take under Shipper's FT-L Agreement or Section 19 of the General Terms and Conditions, then such quantity shall constitute an Authorized Overrun quantity. All Shipper requests for Authorized Overrun quantities must be nominated via the LINK® System. For all such Authorized Overrun quantities, Shipper shall pay Transporter a rate equal to the volumetric derivative of the maximum transportation charge applicable to the service under its agreement and this Rate Schedule designed on a 100% Load Factor basis multiplied by the excess quantities delivered to Shipper, unless the parties mutually agree otherwise.
- 4.5 **Negotiated Rates:** Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges or credits for service under this Rate Schedule that differ from those rates, rate components, charges or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges or credits ("Negotiated Rates") then the Negotiated Rate(s) shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to Shipper's service and the otherwise applicable rate, rate component, charge or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's FERC Gas Tariff shall remain in effect. Transporter shall make any filings with the Commission necessary to effectuate a Negotiated Rate.

5. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. NAESB WGQ Standard 1.3.16 states: Where fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nomination process, should be $(1 - \text{fuel}\% / 100)$ multiplied by receipt quantity = delivery quantity. NAESB WGQ Standard 1.3.15 states: When the fuel reimbursement method is fuel in-kind, the results of the fuel reimbursement calculations for the nomination process should be rounded to the nearest dekatherm, Gigajoule (Canada) or Gigacalorie (Mexico). The mathematical effect of rounding can yield a result of zero. In accordance with these NAESB WGQ Standards, the quantity of gas retained by Transporter for fuel and losses shall equal the quantity of gas tendered at the receipt point multiplied by the applicable fuel and loss retention percentage shown on the effective Notice of Rates and Other Tariff Rate Changes of Transporter's effective FERC Gas Tariff, rounded to the nearest dekatherm. Once each calendar year, Transporter shall have the right to file with the Commission to change the quantity of gas required for fuel and losses for the facilities designated as an Incremental Lateral.

6. MONTHLY BILL

The Monthly Bill for service shall be equal to:

- (a) Reservation Charge: A reservation rate determined under Section 4 above multiplied by the Maximum Daily Transportation Quantity as specified in the FT-L Agreement; and,
- (b) Commodity Charge: The applicable Commodity Rate(s) under Section 4 above multiplied by the Dekatherms of natural gas transported and delivered during the Month pursuant to this Rate Schedule; and
- (c) If applicable, any other charges pursuant to Section 4 of the Rate Schedule.

7. WAIVER

Transporter may waive any rights hereunder or any obligations of Shipper hereunder on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

8. GENERAL TERMS AND CONDITIONS

- 8.1 Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter by regulation, rule, and/or order by any duly authorized agency. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with the General Terms and Conditions of Transporter's FERC Gas Tariff, which are incorporated into this Rate Schedule.
- 8.2 In the event of a conflict between the provisions of this Rate Schedule and Transporter's General Terms and Conditions, the provisions of Transporter's General Terms and Conditions shall govern.

RATE SCHEDULE FT-GS
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis by East Tennessee Natural Gas, LLC (hereinafter called "Transporter"), for any Shipper:

- (a) that completes a valid request for firm service and executes a Firm Transportation Agreement wherein Transporter agrees to transport and deliver on behalf of Shipper, natural gas up to a specified volume, which will be designated as the Maximum Daily Transportation Quantity ("MDTQ"). Each FT-GS Agreement will specify the Primary Receipt and Delivery Points available for use under the FT-GS Agreement and the Maximum Daily Receipt Obligation ("MDRO") at each Primary Receipt Point and the Maximum Daily Delivery Obligation ("MDDO") at each Primary Delivery Point; provided, however, that capacity on that portion of Transporter's system designated as an Incremental Lateral is not available for firm transportation service pursuant to this Rate Schedule FT-GS; and
- (b) that was purchasing gas from Transporter pursuant to Transporter's former SG or SGS Rate Schedule on May 18, 1992; and
- (c) that on any Day during the eleven Months preceding the Month, has not received total deliveries of more than 4,167 Dth of natural gas pursuant to any transportation agreement, storage agreement or from local production, exclusive of deliveries pursuant to Section 5 of this Rate Schedule. This Rate Schedule shall cease to be available to Shipper on the first Day of the Month in which Shipper has exceeded such limitation; provided, however, that a Shipper who has previously received transportation of natural gas under this Rate Schedule and does not exceed such limitation during eleven consecutive Months thereafter shall be eligible to revert to this Rate Schedule at the end of such eleventh Month. In the event that a Shipper exceeds such limitation in any two Months within an eighteen consecutive Month period, then such Shipper shall become permanently ineligible for service under this Rate Schedule effective on the first Day of the second Month within the eighteen consecutive Month period in which Shipper exceeds such limitation.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The service rendered shall be the transportation of natural gas up to the Maximum Daily Transportation Quantity set out in the FT-GS Agreement performed under

Sub-part G of Part 284 of the Commission's Regulations. Transporter shall not commence service until Transporter and Shipper have executed an FT-GS Agreement. Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule except as provided in Section 4.2 below. The rates provided in this Rate Schedule shall be separately applied to all natural gas delivered on a firm basis to Shipper for resale by Shipper within each area specified in the FT-GS Agreement.

- 2.2 Service shall be provided on a firm basis. However, service may be curtailed pursuant to Section 15 of Transporter's General Terms and Conditions or whenever necessary to maintain gas quality or the integrity of Transporter's system.
- 2.3 Transporter shall not accept a bid for released transportation capacity made by an FT-GS Shipper unless Shipper's nominations under its FT-GS Agreement equal its Maximum Daily Transportation Quantity. Should Transporter accept an FT-GS Shipper's bid for released transportation capacity and should the FT-GS Shipper then become a Replacement Shipper in accordance with the provisions of Section 17 of Transporter's General Terms and Conditions, then Shipper may not reduce its nomination under its FT-GS Agreement until it has first reduced its nomination under its Released Transportation Service Agreement to zero.
- 2.4 An FT-GS Shipper may not receive gas pursuant to a Released Transportation Service Agreement between Transporter and a third party unless its nominations under its FT-GS Agreement equal its Maximum Daily Transportation Quantity. Transporter shall reject any nomination under a Released Transportation Service Agreement for delivery at an FT-GS Shipper's Delivery Point(s) if that FT-GS Shipper's current FT-GS nomination is below its Maximum Daily Transportation Quantity.
- 2.5 An FT-GS Shipper may not receive gas delivered pursuant to an FT-A Agreement using the FT-GS Shipper's Delivery Point(s) as a Secondary Delivery Point(s) unless the FT-GS Shipper's nominations under its FT-GS Agreement equal its Maximum Daily Transportation Quantity. Transporter shall reject any nomination under an FT-A Agreement for delivery at an FT-GS Shipper's Delivery Point(s) if that FT-GS Shipper's current FT-GS nomination is below its Maximum Daily Transportation Quantity.
- 2.6 An FT-GS Shipper may not ship gas under Transporter's IT Rate Schedule unless its nominations under its FT-GS Agreement equal its Maximum Daily Transportation Quantity. If an FT-GS Shipper is taking its full Maximum Daily Transportation Quantity under its FT-GS Agreement and nominates additional quantities under an IT Agreement, then Shipper may not reduce its nomination under its FT-GS Agreement until it has reduced its nomination under its IT Agreement to zero.

2.7 An FT-GS Shipper may not receive gas at its Delivery Point(s) shipped pursuant to any IT Agreement except as provided in Section 5 hereof. Transporter shall reject any nominations under an IT Agreement for delivery to an FT-GS Shipper's Delivery Point(s) if the FT-GS Shipper or the IT Shipper fails or ceases to meet the requirements of Section 5 of this Rate Schedule.

2.8 An FT-GS Shipper may terminate its FT-GS Agreement and elect service under Transporter's FT-A Rate Schedule at any time upon thirty days written notice to Transporter. Such an election shall not entitle Shipper to change its Maximum Daily Transportation Quantity without Transporter's consent.

3. DELIVERIES AND RECEIPTS

3.1 Receipt Points: The Primary Receipt Point(s) for all gas transported by Transporter under this Rate Schedule on that portion of Transporter's system not designated as an Incremental Lateral shall be at the mutually agreeable interconnection(s) between Transporter's system and the connecting facilities of Shipper or Shipper's designee shown on Exhibit A to the FT-GS Agreement. Transporter shall not be required under any circumstances to receive gas at any Receipt Point where (1) the total quantity of gas scheduled for receipt on any Day is less than that required for the accurate measurement of quantities to be received or (2) the total quantity of gas scheduled for receipt at that point is less than that required to operate existing compression facilities necessary to receive gas at such point. The sum of the MDROs specified at all of Shipper's Primary Receipt Point(s) must equal the Maximum Daily Transportation Quantity stated in the FT-GS Agreement.

East End Storage: Nominations utilizing receipt points for storage withdrawals from (1) M&R 57000 (Transporter's LNG facility located in Sullivan County, TN); (2) M&R 59009 (Saltville storage facility located in Washington County, VA); (3) M&R 59777 (Saltville storage facility located in Smyth County, VA); and (4) M&R 59770 (Saltville storage facility located in Smyth County, VA) will be treated on an aggregate basis, for scheduling and curtailment purposes, as nominations from Primary Receipt Point(s) up to the sum of the Maximum Daily Receipt Obligation(s) stated in the FT-GS Agreement for those points of receipt.

3.2 Delivery Points: The Primary Delivery Point(s) for all gas transported by Transporter under this Rate Schedule on that portion of Transporter's system not designated as an Incremental Lateral shall be at the mutually agreeable interconnection(s) between Transporter's system and the facilities of Shipper or Shipper's designee shown on Exhibit A to the FT-GS Agreement. Transporter shall not be required under any circumstances to deliver gas at any Delivery Point where (1) the total quantity of gas scheduled for delivery on any Day is less than that required for the accurate measurement of quantities to be delivered or (2) the

total quantity of gas scheduled for delivery at such point is less than that required to operate existing compression facilities necessary to deliver gas to such point. The sum of the MDDOs specified at all of Shipper's Primary Delivery Point(s) must equal the Maximum Daily Transportation Quantity stated in the FT-GS Agreement.

- 3.3 Changing Primary Receipt and Delivery Points: Subject to availability of firm capacity, Shipper may change the Primary Receipt or Delivery Points under its FT-GS Agreement pursuant to Sections 5.7 and 5.8 of the General Terms and Conditions of this FERC Gas Tariff.
- 3.4 Secondary Receipt and Delivery Points: FT-GS Shippers may not use Secondary Delivery Points. Shipper may use as a Secondary Receipt Point any other receipt point located on that portion of Transporter's system not designated as an Incremental Lateral by notifying Transporter in Shipper's nomination entered via LINK®. A Shipper may also use a Primary Receipt Point located on that portion of Transporter's system not designated as an Incremental Lateral as a Secondary Point to the extent that Shipper nominates quantities at the Primary Point in excess of the Shipper's Maximum Daily Receipt Obligation or Maximum Daily Delivery Obligation, as applicable, at that Primary Point, but less than or equal to the Maximum Daily Transportation Quantity under the FT-GS Agreement. A firm Shipper's rights to use a Secondary Receipt Point shall be superior to all interruptible Shippers' use of that point, but inferior to the rights of all firm Shippers using that point as a Primary Receipt Point. In addition, a firm Shipper's rights to use a Secondary Receipt Point within its Contract Path will be superior to the rights of all Shippers using that point outside their Contract Paths. A Shipper's total receipts on any day shall not exceed the Maximum Daily Transportation Quantity stated in its FT-GS contract. If the capacity at a Secondary Receipt Point is insufficient to serve all Shippers requesting the point, the receipt quantities for that point shall be allocated in accordance with Section 15 of the General Terms and Conditions.

Nominations utilizing secondary receipt points located upstream of Dixon Springs (Compressor Station 3104) on the 3100 Line by a firm Shipper with Primary Receipt Point(s) located upstream of Dixon Springs will be treated, for scheduling and curtailment purposes, as nominations from secondary points within Contract Path on the 3100 Line up to the Maximum Daily Receipt Obligation stated in the FT-GS agreement at the Shipper's primary point(s) of receipt located upstream of Dixon Springs.

Nominations utilizing secondary receipt points located upstream of Lewisburg (Compressor Station 3206) on the 3200 Line by a firm Shipper with Primary Receipt Point(s) located upstream of Lewisburg will be treated, for scheduling and curtailment purposes, as nominations from secondary points within Contract Path on the 3200 Line up to the Maximum Daily Receipt Obligation stated in the

FT-GS agreement at the Shipper's primary point(s) of receipt located upstream of Lewisburg.

- 3.5 Accounting Points: In certain situations, Transporter may use an accounting meter number to represent a physical location on its pipeline system. A Primary Receipt Point or a Primary Delivery Point identified on Shipper's executed service agreement(s) may be designated in the LINK® System by means of an accounting meter number and description that differs from the physical meter number and description specified on the service agreement. The same rights and obligations exist for both Transporter and Shipper regardless of whether a location is identified in Shipper's executed service agreement by means of a physical meter number or an accounting meter number.

4. RATES AND CHARGES

- 4.1 Applicable Rates: The applicable rate for service under the FT-GS Rate Schedule is shown on the effective Notice of Rates and Other Tariff Rate Changes. Where applicable, such rate is subject to adjustment pursuant to Sections 25 and 34 of the General Terms and Conditions of Transporter's FERC Gas Tariff. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 41 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 4.2 New Facilities: In addition to the charges pursuant to Section 4.1 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse 100% of the cost (including a gross-up for the income tax effects of reimbursement) of facilities constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Further, Transporter shall charge Shipper an amount to reimburse 100% of the cost (including a gross-up for the income tax effects of reimbursement) of all electronic custody transfer equipment, metering facilities, gravimeters, calorimeters, flow controllers or other measuring or metering facilities.
- 4.3 Incidental Charges: In addition to the charges pursuant to Section 4.1 and 4.2 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter 100% for any filing or similar fees and, if applicable, sales or use tax that have not been previously paid by Shipper, which Transporter incurs in establishing or rendering service. Transporter shall not use the amounts of incidental charges so collected as either costs or revenues in establishing its general system rates. The applicable incidental charges shall be reflected in the FT-GS Agreement.
- 4.4 Authorized Overrun Charge: If Shipper, upon receiving the advance approval of Transporter, should on any Day take under this Rate Schedule a quantity of natural gas in excess of that which Shipper is authorized to take under Shipper's

Transportation Contract, then such quantity shall constitute an authorized overrun quantity. If Transporter has complete and unrestricted control over gas deliveries to Shipper, Shipper shall be deemed to have received the advance approval of Transporter for such excess takes. All Shipper requests for Authorized Overruns must be nominated via LINK®. For all such authorized overrun volumes, Shipper shall pay Transporter the applicable Maximum Rates reflected on the Notice of Rates and Other Tariff Rate Changes for this Rate Schedule, unless the parties mutually agree otherwise.

- 4.5 Negotiated Rates: Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges or credits for service under this Rate Schedule that differ from those rates, rate components, charges or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges or credits ("Negotiated Rates"), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's FERC Gas Tariff shall remain in effect. Transporter shall make any filings with the Commission necessary to effectuate a Negotiated Rate.

5. ELIGIBLE INTERRUPTIBLE DELIVERIES

- 5.1 FT-GS Shippers may receive gas transported under an IT Agreement for re-delivery to a Qualified End-user if such gas is for ultimate re-delivery by the FT-GS Shipper to the Qualified End-user. In order for an FT-GS Shipper to receive gas at its Delivery Point(s) under an IT Agreement for re-delivery to a Qualified End-user, in addition to satisfying the requirements of each sub-section of this Section 5, Shipper must submit to Transporter a written application, which shall:
- (a) be dated; and
 - (b) show the correct name and address of the Qualified End-user to whom Shipper will ultimately deliver the gas transported under the IT agreement; and

- (c) show the location of the proposed point of delivery of natural gas by the FT-GS Shipper to the Qualified End-user; and
 - (d) show the FT-GS Shipper's best estimate of maximum and minimum daily and hourly transportation quantities that will be delivered to the FT-GS Shipper's Delivery Point pursuant to an IT Agreement for re-delivery to the Qualified End-user; and
 - (e) show the FT-GS Shipper's best estimate of the total volume of gas that will be delivered to the FT-GS Shipper's Delivery Point pursuant to an IT Agreement for re-delivery to the Qualified End-user on a monthly and annual basis.
- 5.2 Such written application shall be submitted to Transporter no less than 90 days prior to the date when the FT-GS Shipper desires to commence receiving interruptible transportation service at its Delivery Point on behalf of the Qualified End-user, and upon approval of such application by Transporter, (Transporter shall notify the FT-GS Shipper in writing within 30 days after receipt of such application of approval or denial thereof) the FT-GS Shipper shall on and after the ninetieth day following the day of said written application, or at such earlier time as Transporter may elect, be authorized to accept interruptible deliveries of gas at its Delivery Point(s) shipped pursuant to an IT Agreement between the Qualified End-user and Transporter for redelivery to the Qualified End-user.
- 5.3 Qualified End-users on whose behalf an FT-GS Shipper receives gas must have an alternate fuel supply or an alternate method of operations to satisfy total requirements for a minimum of five consecutive Days, subject to verification by Transporter, during periods of curtailment.
- 5.4 Previously approved service pursuant to this Section 5 may be terminated on 60 days written notice to the FT-GS Shipper if the Qualified End-user ceases to meet the requirements of this Section 5.
- 5.5 Transporter shall not be obligated to permit deliveries pursuant to this Section 5 if the Qualified End-user is also receiving firm gas service supplied from the Shipper's FT-GS Agreement or if the FT-GS Shipper's or the Qualified End-user's piping is installed in any manner to allow the substitution of firm service for IT service during periods of interruption or substitute interruptible for firm gas during non interrupted periods at any time. The Qualified End-user's equipment will be subject to inspection at reasonable intervals by Transporter. Should it be found that such substitutions have occurred or could occur, Transporter may terminate its approval of service under this Section 5 on 10 days written notice to the FT-GS Shipper. Such termination is without prejudice to any other remedies Transporter may have.

- 5.6 An FT-GS Shipper receiving interruptible transportation deliveries pursuant to this Section 5, shall install, maintain, and operate, at its own expense, at or near the FT-GS Shipper's point of delivery to the Qualified End-user, a measuring station properly equipped with meters and other measuring equipment satisfactory to Transporter, by which the daily volume of gas delivered by the FT-GS Shipper to each of the Qualified End-users receiving service under the provisions of this Section 5 can be accurately determined. The quantity of gas to be billed under the IT Agreement pursuant to which the Qualified End-user's gas is being delivered shall be the Dekatherm equivalent of the quantities of gas measured by such meters of the FT-GS Shipper, corrected to the basis of measurement specified in this FERC Gas Tariff. The FT-GS Shipper shall deliver to Transporter on or before the fifth day after the close of the billing month a statement accompanied by charts and calculations or other statements as mutually agreeable showing the volume of interruptible gas delivered each billing day to each such Qualified End-user during the billing month.
- 5.7 In the event the FT-GS Shipper elects to transport gas under its FT-GS Agreement for the requirements of the Qualified End-user theretofore served under the IT Agreement between the Qualified End-user and Transporter, consistent with the provisions of this Section 5, the FT-GS Shipper shall give Transporter at least 5 days notice prior to the Month for which the FT-GS Shipper desires to transport such gas; provided, however, that the FT-GS Shipper's election will not increase the FT-GS Shipper's Maximum Daily Transportation Quantity for firm service under Transporter's FT-GS Rate Schedule. Thereafter, the FT-GS Shipper may not re-elect to transport gas under its FT-GS Agreement for the Qualified End-user for at least 12 Months, and such re-election shall then be subject to the approval of Transporter in the same manner as though the Qualified End-user had not theretofore received gas under the provisions of this Section 5.

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. NAESB WGQ Standard 1.3.16 states: Where fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nomination process, should be $(1 - \text{fuel}\% / 100)$ multiplied by receipt quantity = delivery quantity. NAESB WGQ Standard 1.3.15 states: When the fuel reimbursement method is fuel in-kind, the results of the fuel reimbursement calculations for the nomination process should be rounded to the nearest dekatherm, Gigajoule (Canada) or Gigacalorie (Mexico). The mathematical effect of rounding can yield a result of zero. In accordance with these NAESB WGQ Standards, the quantity of gas retained by Transporter for fuel and losses shall equal the quantity of gas tendered at the receipt point multiplied by the applicable fuel and loss retention percentage shown on the effective Notice of Rates and Other Tariff Rate Changes of Transporter's FERC Gas Tariff, rounded to the nearest dekatherm. Once each calendar year, Transporter shall have the right to file with the Commission to change the quantity

required for fuel and losses based on system average fuel and loss requirements, excluding the facilities designated as an Incremental Lateral.

7. MONTHLY BILL

The monthly bill for deliveries shall equal

- a. The applicable Commodity Rate under Section 4 above multiplied by the Dekatherms of natural gas transported and delivered in the Month pursuant to this FT-GS Rate Schedule; and
- b. If applicable, any other charges pursuant to Section 4 of this Rate Schedule.

8. WAIVER

Transporter may waive any rights hereunder or any obligations of Shipper hereunder on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

9. GENERAL TERMS AND CONDITIONS

- 9.1 Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter by regulation, rule, and/or order by any duly authorized agency. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with the General Terms and Conditions of Transporter's FERC Gas Tariff, which are incorporated into this Rate Schedule.
- 9.2 In the event of a conflict between the provisions of this Rate Schedule and Transporter's General Terms and Conditions, the provisions of Transporter's General Terms and Conditions shall govern.

LNGS RATE SCHEDULE LIQUIFIED NATURAL GAS STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available for the injection, storage, and withdrawal of gas on a firm basis in East Tennessee Natural Gas, LLC's ("Transporter's") liquefied natural gas ("LNG") facility on behalf of any Shipper:

- (a) that has entered into a firm gas transportation agreement pursuant to Transporter's Rate Schedule FT-A or any effective superseding Rate Schedules ("FT-A or FT-GS Agreement"); and
- (b) that has executed an LNGS Agreement for service under this Rate Schedule setting forth Shipper's Maximum Daily LNGS Quantity and Winter Season LNGS Quantity.

2. APPLICABILITY AND CHARACTER OF SERVICE

The service rendered shall be the injection, storage, and withdrawal of natural gas into and out of Transporter's LNG facility on a firm basis pursuant to an LNGS Agreement between Transporter and Shipper. The facilities necessary to receive and deliver gas pursuant to this Rate Schedule are in place and no new facilities are anticipated to be required. The quantity of gas in Shipper's LNGS account at any time shall be Shipper's Storage Balance and shall not exceed Shipper's Winter Season LNGS Quantity. Service under this Rate Schedule up to the Maximum Daily LNGS Quantity shall be firm and shall not be subject to curtailment or interruption except as otherwise provided in Sections 15.4 and 24 of Transporter's General Terms and Conditions.

3. RATES AND CHARGES

- 3.1 **Applicable Rates:** The applicable rates for service under this Rate Schedule shall be the LNGS Rates shown on the effective Notice of Rates and Other Tariff Rate Changes; provided, however, Transporter has the right at any time and from time to time to adjust the rates applicable to any service upon notice to Shipper to any level not less than the minimum nor more than the maximum rates established for this Rate Schedule and set forth on the effective Notice of Rates and Other Tariff Rate Changes. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 41 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 3.2 **Negotiated Rates:** Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges or credits, for service under this Rate

Schedule that differ from those rates, rate components, charges or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges or credits ("Negotiated Rates"), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's FERC Gas Tariff shall remain in effect. Transporter shall make any filings with the Commission necessary to effectuate a Negotiated Rate.

4. INJECTIONS INTO STORAGE

- 4.1 Unless otherwise agreed by Transporter all injections must be nominated via LINK® pursuant to Shipper's LNGS Agreement and Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, and Shipper must separately nominate (via LINK®) transportation of gas to storage under an FT-A, FT-GS or IT Agreement.
- 4.2 Shipper shall inject gas into its LNGS Account only during the Months of April through October ("Summer Season"), unless otherwise agreed to by Transporter.
- 4.3 Transporter may, within its sole discretion, allow injections during the Winter Season on a best efforts basis if operating conditions permit.
- 4.4 Transporter may, within its sole discretion, allow injections into the LNG facility for a Shipper's account by tank truck. For all such injections Transporter shall charge a usage rate equal to the quantity of gas injected times the Authorized Overrun rate under Transporter's FT-A Rate Schedule.

5. WITHDRAWAL FROM STORAGE

- 5.1 All withdrawals must be nominated via LINK® pursuant to Shipper's LNGS Agreement. Shipper must separately nominate (via LINK®) transportation of gas from storage under an FT-A or IT Agreement.
- 5.2 Shipper may withdraw gas from storage only during the Winter Season unless otherwise agreed to by Transporter pursuant to Section 9 or Section 5.4 hereof.

- 5.3 Withdrawals of gas hereunder must be requested by Shipper on a daily basis. Shipper may take quantities above the Maximum Daily LNGS Quantity provided Shipper has received advance approval from Transporter. Granting of such approval shall be within Transporter's sole discretion. The nomination stating the specific volume of withdrawals desired must be made via LINK® pursuant to Section 15.2(a) of the General Terms and Conditions of Transporter's FERC Gas Tariff. The requested volume may be changed pursuant to Sections 15.2(b), (d) and (e) of the General Terms and Conditions of Transporter's FERC Gas Tariff, provided the maximum quantity for the remainder of the Day does not exceed the ratio of the remaining hours of the Day to twenty-four (24) multiplied by the Maximum Daily LNGS Quantity.
- 5.4 During the Summer Season of any year, Shipper may request withdrawal of a part or all of its gas in storage, and Transporter may permit such a withdrawal provided it does not, in Transporter's judgment, adversely affect Transporter's operations or other Shipper's contract entitlements under this or any other Rate Schedule. Shipper's Winter Season LNGS Quantity for the next succeeding Winter Season shall be reduced by the volume of such deliveries unless the quantity withdrawn pursuant to this section is reinjected into storage. Re-injection of quantities pursuant hereto shall be within Transporter's sole discretion.
- 5.5 Shipper's remaining Winter Season LNGS Balance at the end of any Winter Season shall be carried forward to the following Winter Period.

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering storage service pursuant to this Rate Schedule. Once each calendar year, Transporter shall have the right to file with the Commission to change the quantity of gas required for fuel and losses based on system average storage fuel and loss requirements.

- 6.1 For storage injections, the quantity of gas retained by Transporter for fuel and losses shall equal the quantity of gas scheduled for injection into Transporter's LNG storage facilities for Shipper's account multiplied by the applicable liquification fuel and loss retention percentage shown on the effective Notice of Rates and Other Tariff Rate Changes in Transporter's FERC Gas Tariff.
- 6.2 For storage withdrawals, the quantity of gas retained by Transporter for fuel and losses shall equal the quantity of gas scheduled for withdrawal from Transporter's LNG storage facilities for Shipper's account multiplied by the applicable vaporization fuel and loss retention percentage shown on the effective Notice of Rates and Other Tariff Rate Changes in Transporter's FERC Gas Tariff.

7. BILLING ADJUSTMENTS

If Transporter should fail during any Winter Season, as it may be extended pursuant to Section 9 hereof, to allow withdrawal of any requested LNGS volume to which Shipper is entitled, Shipper shall receive a credit in its bill for the succeeding April pursuant to Section 10 of the General Terms and Conditions.

8. TRANSFER OF GAS IN-PLACE

8.1 Shipper may transfer a portion or all of Shipper's Storage Balance to another party on a daily basis provided that Shipper has all necessary authority to sell the gas, and that the transferee has a LNGS Agreement with Transporter and transferee acknowledges transfer of the gas.

8.2 At least one Business Day prior to the effective date of the proposed in-place transfer, the Shipper and transferee will notify Transporter of the proposed sale. Notification will be via LINK® during business hours and contain the names of both parties, the effective date of the proposed transfer, the volume of gas to be transferred, and a statement that the conditions of section 8.1 have been met. Such notice via LINK® shall be followed by written notification signed by both parties. Title transfer of LNGS storage gas will occur at the beginning of the designated effective Day of the transfer.

9. EXTENSION OF THE WINTER SEASON

Upon Shipper's request on or before April 1, the Winter Season may be extended to April 15, provided, in Transporter's sole judgment, withdrawals and redeliveries to be made during such extended periods will not adversely affect Transporter's operations. Withdrawals and redeliveries pursuant to this extension of the Winter Season shall be used to reduce Shipper's current Winter Season LNGS Balance.

10. MONTHLY BILL

The Monthly Bill for each Month of the Winter Season for service under this Rate Schedule shall consist of the effective LNGS Winter Rate multiplied by the Dekatherm equivalent of the Winter Season LNGS Quantity.

11. WAIVER

Transporter may waive any rights hereunder or any obligations of Shipper hereunder on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

12. TERMINATION OF CONTRACT

Shipper must withdraw or transfer its Storage Balance on or before the date of expiration of its storage contract. To the extent that Shipper fails to dispose of its entire Storage Balance, Transporter shall retain and take title to Shipper's remaining Storage Balance, at no cost to Transporter.

In the event that Transporter retains and takes title to any of Shipper's Storage Balance, Transporter shall dispose of such Storage Balance by auction pursuant to Section 48 of the General Terms and Conditions of this FERC Gas Tariff. Transporter shall credit the net proceeds received from such sale in accordance with the provisions of Section 47.2 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

13. GENERAL TERMS AND CONDITIONS

13.1 Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter by regulation, rule, and/or order by any duly authorized agency. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with the General Terms and Conditions of Transporter's FERC Gas Tariff, which are incorporated into this Rate Schedule.

13.2 In the event of a conflict between the provisions of this Rate Schedule and Transporter's General Terms and Conditions, the provisions of Transporter's General Terms and Conditions shall govern.

IT RATE SCHEDULE INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on an interruptible basis by East Tennessee Natural Gas, LLC (hereinafter called Transporter) to any Shipper:

- (a) that makes a valid request for interruptible service and executes an Interruptible Transportation Agreement ("IT Agreement"); provided, however, that capacity on that portion of Transporter's system designated as an Incremental Lateral is not available for interruptible transportation service pursuant to this Rate Schedule IT; and
- (b) to the extent that capacity is available on Transporter's system from time to time for the receipt of gas by Transporter and the redelivery by Transporter for the account of Shipper.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The service rendered shall be the transportation of natural gas up to the Maximum Interruptible Quantity ("MIQ") set out in the IT Agreement performed under Subpart G of Part 284 of the Commissions Regulations subject to the availability of capacity sufficient to provide the service without detriment or disadvantage to Transporter's firm transportation and storage customers.
- 2.2 Service shall be on an interruptible basis. Interruption of service includes decreasing, suspending, or discontinuing either the receipt or delivery of gas. Interruption and availability of interruptible capacity shall be in accord with Section 15 of the General Terms and Conditions.
- 2.3 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.

3. DELIVERIES AND RECEIPTS

- 3.1 Receipt Points: All receipt points on Transporter's system covered by an OBA, excluding those receipt points located on that portion of Transporter's system designated as an Incremental Lateral, shall be available as receipt points for gas transported under this Rate Schedule. Transporter shall not be required under any circumstances to receive gas at any Receipt Point where (1) the total quantity of gas scheduled for receipt on any Day is less than that required for the accurate

measurement of quantities to be received or (2) the total quantity of gas scheduled for receipt at that point is less than that required to operate existing compression facilities necessary to receive gas at such point.

3.2 Delivery Points:

- (a) All delivery points on Transporter's system covered by an OBA, excluding those delivery points located on that portion of Transporter's system designated as an Incremental Lateral, shall be available as delivery points for gas transported under this Rate Schedule.
- (b) Transporter shall not deliver gas pursuant to this Rate Schedule to a Delivery Point that is named as a Primary Delivery Point on an FT-GS Agreement unless the FT-GS Shipper at that point has complied with the provisions of Section 5 of Transporter's FT-GS Rate Schedule.
- (c) Transporter shall not be required under any circumstances to deliver gas at any Delivery Point where (1) the total quantity of gas scheduled for delivery on any Day is less than that required for the accurate measurement of quantities to be delivered or (2) the total quantity of gas scheduled for delivery at such point is less than that required to operate existing compression facilities necessary to deliver gas to such point.

4. RATES AND CHARGES

- 4.1 **Transportation Rates:** The Transportation Rate is the maximum IT rate shown on the effective Notice of Rates and Other Tariff Rate Changes, unless otherwise mutually agreed; provided, however, Transporter has the right at any time and from time to time to adjust the rate applicable to any transportation service upon notice to Shipper to any level not less than the minimum nor more than the maximum rates established for this Rate Schedule and set forth on the effective Notice of Rates and Other Tariff Rate Changes. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 41 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

In the event Transporter and Shipper agree to establish a discounted rate pursuant to Section 41 of the General Terms and Conditions of Transporter's FERC Gas Tariff, said rate will be set forth in the Discount Confirmation sent to Shipper. Transporter shall file with the Commission the required reports of any adjustment below the maximum rate(s) for service under this Rate Schedule.

- 4.2 **New Facilities:** In addition to the charges pursuant to Section 4.1 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse 100% of the cost (including a gross up for the income tax effects of reimbursement) of

facilities constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Further, Transporter shall charge Shipper an amount to reimburse 100% of the cost (including a gross-up for the income tax effects of reimbursement) of all electronic custody transfer equipment, metering facilities, gravimeters, calorimeters, flow controllers and other measurement or metering facilities.

- 4.3 **Incidental Charges:** In addition to the charges pursuant to Section 4.1 and 4.2 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter 100% for any filing or similar fees and, if applicable, sales or use tax that have not been previously paid by Shipper, that Transporter incurs in establishing or rendering service. Transporter shall not use the amounts of incidental charges so collected as either costs or revenues in establishing its general system rates. The applicable incidental charges shall be reflected on the IT Agreement.
- 4.4 **Crediting of Revenues:** Subsequent to Transporter's recovery of all transmission costs allocated to this service under this Rate Schedule, 90% of all net revenues received by Transporter under this Rate Schedule shall be credited to all firm Shippers under Transporter's Rate Schedules FT-A and FT-GS. Credits shall be applied based on each Shipper's contribution to fixed costs during the year under its firm agreement. For the purpose of this section, "net revenues" shall mean all revenues received by Transporter for interruptible transportation service, less variable costs and applicable surcharges. Any credits due hereunder shall be made within 90 days following each anniversary of the Implementation Date and shall include interest at the Commission approved rate.
- 4.5 **Negotiated Rates:** Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges or credits for service under this Rate Schedule that differ from those rates, rate components, charges or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges or credits ("Negotiated Rates"), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's FERC Gas Tariff

shall remain in effect. Transporter shall make any filings with the Commission necessary to effectuate a Negotiated Rate.

5. SCHEDULING AND CURTAILMENT

Transporter shall schedule interruptible transportation according to Section 15.3 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. NAESB WGQ Standard 1.3.16 states: Where fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nomination process, should be $(1 - \text{fuel}\% / 100)$ multiplied by receipt quantity = delivery quantity. NAESB WGQ Standard 1.3.15 states: When the fuel reimbursement is fuel in-kind, the results of the fuel reimbursement calculations for the nomination process should be rounded to the nearest dekatherm or Gigajoule (Canada). In accordance with these NAESB WGQ Standards, the quantity of gas retained by Transporter for fuel and losses shall equal the quantity of gas tendered at the receipt point multiplied by the applicable fuel and loss retention percentage shown on the effective Notice of Rates and Other Tariff Rate Changes of Transporter's effective FERC Gas Tariff, rounded to the nearest dekatherm. Once each calendar year, Transporter shall have the right to file with the Commission to change the quantity of gas required for fuel and losses based on system average fuel and loss requirements, excluding the facilities designated as an Incremental Lateral.

7. MONTHLY BILL

The Monthly Bill for service shall equal

- (a) The applicable IT Rate multiplied by the Dekatherms of natural gas transported and delivered by Transporter for Shipper in the Month pursuant to this Rate Schedule; and
- (b) If applicable, any other charges pursuant to Section 4 of this Rate Schedule.

8. WAIVER

Transporter may waive any rights hereunder or any obligations of Shipper hereunder on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

9. GENERAL TERMS AND CONDITIONS

- 9.1 Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter by regulation, rule, and/or order by any duly authorized agency. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with the General Terms and Conditions of Transporter's FERC Gas Tariff, which are incorporated into this Rate Schedule.

- 9.2 In the event of a conflict between the provisions of this Rate Schedule and Transporter's General Terms and Conditions, the provisions of Transporter's General Terms and Conditions shall govern.

**IT-L RATE SCHEDULE
INTERRUPTIBLE LATERAL TRANSPORTATION SERVICE**

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on an interruptible basis by East Tennessee Natural Gas, LLC (hereinafter called Transporter) on any portion of Transporter's pipeline system designated as an Incremental Lateral for any Shipper:

- (a) that completes a valid request for interruptible service and executes an Interruptible Lateral Transportation Agreement ("IT-L Agreement") in the form set forth in this FERC Gas Tariff; and
- (b) to the extent that capacity is available on Transporter's system from time to time for the receipt of gas by Transporter and the redelivery by Transporter for the account of Shipper.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The service rendered shall be the transportation of natural gas up to the Maximum Interruptible Quantity ("MIQ") specified in the IT-L Agreement performed under Sub-part G of Part 284 of the Commission's Regulations subject to the availability of capacity sufficient to provide the service without detriment or disadvantage to Transporter's firm lateral transportation customers.
- 2.2 Service shall be on an interruptible basis. Interruption of service includes decreasing, suspending, or discontinuing either the receipt or delivery of gas. Availability and interruption of interruptible lateral capacity shall be in accordance with Section 15 of the General Terms and Conditions.
- 2.3 Transporter may, but shall not be required to, install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule.

3. DELIVERIES AND RECEIPTS

- 3.1 Receipt Points: All receipt points on the applicable Incremental Lateral covered by an OBA shall be available as receipt points for gas transported under this Rate Schedule. Transporter shall not be required under any circumstances to receive gas at any Receipt Point where (1) the total quantity of gas scheduled for receipt on any Day is less than that required for the accurate measurement of quantities to be received or (2) the total quantity of gas scheduled for receipt at that point is less than that required to operate compression facilities necessary to receive gas at such point.

- 3.2 Delivery Points: All delivery points on the applicable Incremental Lateral shall be available as delivery points for gas transported under this Rate Schedule. Transporter shall not be required under any circumstances to deliver gas at any Delivery Point where (1) the total quantity of gas scheduled for delivery on any Day is less than that required for the accurate measurement of quantities to be delivered or (2) the total quantity of gas scheduled for delivery at such point is less than that required to operate compression facilities necessary to deliver gas to such point.

4. RATES AND CHARGES

- 4.1 Transportation Rates: The Transportation Rate is the maximum IT-L rate shown on the effective Notice of Rates and Other Tariff Rate Changes, unless otherwise mutually agreed; provided, however, Transporter has the right at any time and from time to time to adjust the rate applicable to any transportation service upon notice to Shipper to any level not less than the minimum nor more than the maximum rates established for this Rate Schedule and set forth on the effective Notice of Rates and Other Tariff Rate Changes. By mutual agreement between Transporter and Shipper, discounts may be limited consistent with the provisions of Section 41 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

In the event Transporter and Shipper agree to establish a discounted rate pursuant to Section 41 of the General Terms and Conditions of Transporter's FERC Gas Tariff, said rate will be set forth in the Discount Confirmation sent to Shipper. Transporter shall file with the Commission the required reports of any adjustment below the maximum rate(s) for service under this Rate Schedule.

- 4.2 New Facilities: In addition to the charges pursuant to Section 4.1 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse 100% of the cost (including a gross up for the income tax effects of reimbursement) of facilities constructed at Shipper's request in order to provide transportation service under this Rate Schedule. Further, Transporter shall charge Shipper an amount to reimburse 100% of the cost (including a gross-up for the income tax effects of reimbursement) of all electronic custody transfer equipment, metering facilities, gravimeters, calorimeters, flow controllers and other measurement or metering facilities.
- 4.3 Incidental Charges: In addition to the charges pursuant to Section 4.1 and 4.2 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter 100% for any filing or similar fees and, if applicable, sales or use tax that have not been previously paid by Shipper, that Transporter incurs in establishing or rendering service. Transporter shall not use the amounts of incidental charges so collected as either costs or revenues in establishing its

general system rates. The applicable incidental charges shall be reflected on the IT-L Agreement.

- 4.4 **Crediting of Revenues:** For each annual period ending October 31 of each year, or partial annual period ending October 31 for the initial period hereunder, subsequent to Transporter's recovery of all transmission costs allocated to this service under this Rate Schedule, 100% of all net revenues received by Transporter under this Rate Schedule shall be subject to being credited to all firm and interruptible Shippers under Transporter's Rate Schedules FT-L and IT-L. Credit amounts shall be allocated to each Shipper based on each Shipper's contribution to fixed costs during the year under its service agreement. For the purpose of this section, "net revenues" shall mean all revenues received by Transporter for interruptible transportation service, less variable costs and applicable surcharges. Transporter and a negotiated rate Shipper may agree upon a sharing of such allocated credits. Any credits due hereunder shall be made within 90 days following each anniversary of the Implementation Date and shall include interest at the Commission approved rate.
- 4.5 **Negotiated Rates:** Notwithstanding any provision of Transporter's effective FERC Gas Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges or credits for service under this Rate Schedule that differ from those rates, rate components, charges or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such differing rates, rate components, charges or credits ("Negotiated Rates"), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Transporter. During such period, the Negotiated Rate shall govern and apply to Shipper's service and the otherwise applicable rate, rate component, charge or credit, which the parties have agreed to replace with the Negotiated Rate, shall not apply to, or be available to, Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper. Only those rates, rate components, charges or credits identified by Transporter and Shipper in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges or credits prescribed, required, established or imposed by this Rate Schedule or Transporter's FERC Gas Tariff shall remain in effect. Transporter shall make any filings with the Commission necessary to effectuate a Negotiated Rate.

5. SCHEDULING AND CURTAILMENT

Transporter shall schedule interruptible transportation according to Section 15.3 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. NAESB WGQ Standard 1.3.16 states: Where fuel reimbursement is in kind, the standard fuel calculation mechanism, as this is related to the nomination process, should be $(1 - \text{fuel}\% / 100)$ multiplied by receipt quantity = delivery quantity. In accordance with this NAESB WGQ Standard, the quantity of gas retained by Transporter for fuel and losses shall equal the quantity of gas tendered at the receipt point multiplied by the applicable fuel and loss retention percentage shown on the effective Notice of Rates and Other Tariff Rate Changes of Transporter's effective FERC Gas Tariff. Once each calendar year, Transporter shall have the right to file with the Commission to change the quantity of gas required for fuel and losses for the facilities designated as an Incremental Lateral.

7. MONTHLY BILL

The Monthly Bill for service shall equal

- (a) The applicable IT-L Rate multiplied by the Dekatherms of natural gas transported and delivered by Transporter for Shipper during the Month pursuant to this Rate Schedule; and
- (b) If applicable, any other charges pursuant to Section 4 of this Rate Schedule.

8. WAIVER

Transporter may waive any rights hereunder or any obligations of Shipper hereunder on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

9. GENERAL TERMS AND CONDITIONS

- 9.1 Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter by regulation, rule, and/or order by any duly authorized agency. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with the General Terms and Conditions of Transporter's FERC Gas Tariff, which are incorporated into this Rate Schedule.
- 9.2 In the event of a conflict between the provisions of this Rate Schedule and Transporter's General Terms and Conditions, the provisions of Transporter's General Terms and Conditions shall govern.

RATE SCHEDULE PAL PARK AND LOAN SERVICE

1. AVAILABILITY

This rate schedule is available for parking and loaning of natural gas on an interruptible basis by East Tennessee Natural Gas, LLC (hereinafter called "Transporter") to any party (hereinafter called "Shipper"), when:

- a. Shipper has made a valid request for Park and Loan (PAL) Service pursuant to Section 2 of the General Terms and Conditions of this FERC Gas Tariff of which this rate schedule is a part; and
- b. After review and acceptance of such request by Transporter, Shipper and Transporter have executed a PAL Service Agreement in the form contained in the FERC Gas Tariff of which this rate schedule is a part for service under this Rate Schedule; and
- c. Shipper and Transporter have executed a service agreement under any of Transporter's transportation Rate Schedules which provide for the transportation of gas quantities to or from the PAL Point(s) of Transaction. Such service agreements shall be in the form contained in the FERC Gas Tariff of which this rate schedule is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Park and Loan Service shall be interruptible, as provided herein, in the effective PAL Service Agreement and in Transporter's General Terms and Conditions. Individual Park and/or Loan Services provided under this rate schedule shall be provided for a minimum of one (1) Day or such longer period as agreed to by Shipper and Transporter, as specified in Exhibit(s) A to the Shipper's PAL Service Agreement. Services shall be properly nominated pursuant to Section 15 of the General Terms and Conditions and such nominations shall include, without limitation, the term of the transaction, the quantity to be parked or loaned, as applicable, the PAL Points of Transaction, and all other information required for a nomination under Section 15 of the General Terms and Conditions. Interruption and availability of interruptible capacity shall be in accordance with Section 15 of the General Terms and Conditions. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.
- 2.2 Park Service is an interruptible service pursuant to which Transporter will: (a) receive quantities of gas for a Shipper's account, at the nominated PAL Point(s) of Transaction, (b) hold such parked quantities, and (c) return such quantities of gas to the Shipper at the PAL Point(s) of Transaction where Transporter received the

gas. The maximum quantity of gas in Shipper's account as Park Service on any Day shall not exceed the Maximum Park Quantity ("MPQ") shown in Exhibit(s) A to the Shipper's PAL Service Agreement.

- 2.3 Loan Service is an interruptible service pursuant to which Transporter will: (a) deliver quantities of gas for a Shipper's account, from the nominated PAL Point(s) of Transaction, and (b) subsequently receive such quantities of gas at the PAL Point(s) of Transaction where Transporter delivered the gas. The maximum quantity of gas in Shipper's account as Loan Service on any Day shall not exceed the Maximum Loan Quantity ("MLQ") shown in Exhibit(s) A to the Shipper's PAL Service Agreement.
- 2.4 Service under this Rate Schedule shall be made available on a first come, first served basis, to any Shipper willing to pay maximum rates or such other rate mutually agreed upon by Shipper and Transporter, subject to all applicable provisions of the General Terms and Conditions of the FERC Gas Tariff of which this Rate Schedule is a part.
- 2.5 Interruptible parking and loaning of natural gas under this Rate Schedule shall be provided when and to the extent that Transporter determines, using its reasonable discretion, that capacity is available on its existing facilities and that it has the operational flexibility to provide the service without detriment or disadvantage to Transporter's firm obligations or other interruptible services during the transaction period as specified in Exhibit(s) A to the Shipper's PAL Service Agreement. Existing quantities of gas parked or loaned cannot be bumped by new requests for park and/or loan service.
- 2.6 Transporter shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide Park Service and/or Loan Service to Shipper pursuant to this Rate Schedule. Transporter is free to contract at any time with other parties for new transportation services (whether firm or interruptible) and/or new services under this Rate Schedule without liability to Shipper for any resulting interruption or reduction of service hereunder.

3. RATE

- 3.1 The applicable rates for service hereunder are set forth in the currently effective Notice of Rates and Other Tariff Rate Changes of this FERC Gas Tariff and hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 33 and 34 of Transporter's General Terms and Conditions. Unless Transporter and Shipper agree in writing upon a rate for service provided hereunder, the rate applicable to a Shipper for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Notice of Rates and Other Tariff Rate Changes.

3.2 Transporter shall submit and Shipper shall pay a monthly invoice reflecting the sum of all Daily Charges for each Day during the applicable Month that PAL service is provided to the Shipper by Transporter. The Daily Charges shall be the product of the quantities of gas in Shipper's PAL account for each separate Park and Loan transaction and the maximum or mutually agreed upon rate.

4. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

4.1 If Shipper desires parking and loaning service of natural gas on any Day under this Rate Schedule, Shipper shall submit a nomination to Transporter in accordance with Section 15 of Transporter's General Terms and Conditions. Shipper shall nominate the agreed upon park or loan quantities and term at the PAL Point(s) of Transaction specified in Exhibit(s) A to the Shipper's PAL Service Agreement. Such nominated quantities and term shall be subject to Confirmation by Transporter. Transporter shall schedule the quantities nominated hereunder in accordance with Section 15 of Transporter's General Terms and Conditions.

4.2 The park or loan quantity of gas in Shipper's account on any Day shall not exceed the MPQ and/or MLQ set forth in Shipper's PAL Service Agreement, as applicable. Transporter shall reject any nomination if Shipper nominates quantities when the balance(s) in Shipper's account exceeds the specified MPQ and/or MLQ, or when giving effect to the nomination would result in a balance(s) in Shipper's account in excess of the specified MPQ and/or MLQ.

4.3 PAL services shall be provided on an interruptible basis. Interruption of PAL services may include decreasing, temporarily suspending, or discontinuing the receipt or delivery of gas if Transporter in its reasonable discretion determines that such decrease, suspension or discontinuance is necessary to prevent the impairment of reliable service or when a higher priority service so requires. Nothing in this rate schedule shall limit Transporter's right to take action pursuant to Section 14 of the General Terms and Conditions of this tariff.

5. OTHER OPERATING CONDITIONS

5.1 Shipper shall make all necessary arrangements with other parties at or upstream of the PAL Point(s) of Transaction where Shipper delivers gas to Transporter for Park Service or where Shipper delivers to decrease the balance in its account for Loan Service, and at or downstream of the PAL Point(s) of Transaction where Transporter delivers gas to decrease the balance in Shipper's account for Park Service or where Transporter delivers gas to Shipper for Loan Service. Such arrangements must be compatible with Transporter's system operations.

5.2 To the extent that any upstream entity involved in handling Shipper's gas refuses or is unable to deliver gas to Transporter, Transporter shall not be required to

continue to receive gas on behalf of Shipper, as contemplated in Section 5.1 of this Rate Schedule. To the extent that any downstream entity involved in handling Shipper's gas refuses or is unable to receive gas from Transporter, Transporter shall have the right to reduce an equal quantity of the deliveries of gas on behalf of Shipper, as contemplated in Section 5.1 of this Rate Schedule.

6. PARK AND LOAN (PAL) POINT(S) OF TRANSACTION

Any accounting point that exists from time to time on Transporter's system shall be available for use by Shippers as PAL Point(s) of Transaction.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

7.1 If Transporter, on any Day, is unable to receive and/or deliver the total requests of all Shippers on Transporter's system, Transporter shall limit receipts or deliveries of gas hereunder in accordance with Sections 15 and 24 of Transporter's General Terms and Conditions.

7.2 Shipper may be required, upon notification from Transporter, to suspend or reduce receipts or deliveries for the agreed upon Park Service and/or the agreed upon Loan Service. Further, Shipper may be required, upon notification from Transporter, to remove quantities of gas previously provided to Transporter under the Park Service, or return quantities of gas previously loaned to Shipper under the Loan Service. Notwithstanding anything to the contrary in Section 23.8 of the General Terms and Conditions, such notification shall be provided to affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s).

7.3 Should Transporter notify Shipper to remove or return quantities of gas pursuant to Section 7.2, Transporter's notification shall specify a time frame of no less than three (3) Days, within which Park Service quantities shall be removed, or Loan Service quantities shall be returned. Such notifications shall be consistent with Transporter's operating conditions, unless Transporter and Shipper mutually agree to a different specific time frame. The obligation of Shipper to comply with the issued notification shall continue until such time as Transporter is able to recommence the PAL services. In the event that Shipper does not comply with Transporter's notice, the parked balance or the loaned balance will be resolved in accordance with Sections 7.5 and 7.6, as applicable, of this Rate Schedule PAL.

7.4 If Shipper requests delivery of parked quantities and Transporter is unable to return the gas to Shipper, then Shipper has the option to: (i) suspend the Daily Charge and extend the term of the transaction until Transporter is able to return the gas to Shipper; or (ii) trade the balance with another Shipper that has an offsetting loan balance at the same PAL Point of Transaction.

If Shipper requests to return loaned quantities to Transporter and Transporter is unable to accept such receipts, then Shipper has the option to: (i) suspend the Daily Charge and extend the term of the transaction until Transporter is able to accept such receipts from Shipper; or (ii) trade the balance with another Shipper that has an offsetting park balance at the same PAL Point of Transaction.

- 7.5 Parked quantities shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims, in the event that any of the following situations occur:
- (a) Transporter's operating conditions require Transporter to notify Shipper that receipts of parked quantities must be suspended or reduced, and Shipper fails to comply within the specified time frame with such notification; and/or
 - (b) Transporter's operating conditions require Transporter to notify Shipper that all or a part of Shipper's parked quantities must be removed, and Shipper fails to comply within the specified time frame with such notification; and/or
 - (c) The PAL account reflects a balance at the termination date of the associated Exhibit A to the Shipper's PAL Service Agreement or at the end of any mutually agreed upon extension of the termination date, and Transporter's operating conditions require the removal of the parked quantities.

If Transporter notifies Shipper, pursuant to Sections 7.2 and 7.5(a), that receipts of parked quantities must be suspended or reduced, only those quantities parked by the Shipper in violation of the notification shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims.

- 7.6 Title to loaned quantities shall be transferred to Shipper and Shipper shall be obligated to pay for each Dekatherm of such gas at a price equal to 150% of the monthly "Average Price" established pursuant to Section 7 of Rate Schedule LMS-MA for the cash-out mechanism for the Month in which the loan occurred, in the event that any of the following situations occur:
- (a) Transporter's operating conditions require Transporter to notify Shipper that deliveries of Shipper's loaned quantities must be suspended or reduced, and Shipper fails to comply with such notification; and/or
 - (b) Transporter's operating conditions require Transporter to notify Shipper that all or a part of Shipper's loaned quantities must be returned to Transporter, and Shipper fails to comply within the specified time frame; and/or

- (c) The PAL account reflects a balance at the termination date of the associated Exhibit A to the Shipper's PAL Service Agreement or at the end of any mutually agreed upon extension of the termination date.

If Transporter notifies Shipper, pursuant to Sections 7.2 and 7.6(a), that deliveries of Shipper's loaned quantities must be suspended or reduced, only those quantities taken by the Shipper in violation of the notification shall be transferred to Shipper and Shipper shall be obligated to pay for each Dekatherm of such gas at a price calculated as described above in this Section 7.6. Any revenue received or cost incurred by Transporter as a result of the operation of this Section 7 will be handled pursuant to Section 7 of Rate Schedule LMS-MA for delivery points and Section 8 of Rate Schedule LMS-PA for receipt points.

8. BALANCES

- 8.1 All PAL balance quantities reside at the PAL Point of Transaction at which the original park or loan quantity was nominated, and must be resolved at that PAL Point of Transaction by taking delivery of the Park Balance or returning the Loan Balance to Transporter, as applicable. Balances incurred under this Rate Schedule PAL shall be resolved via in-kind balancing during the remaining term of the transaction, which term is specified in Exhibit(s) A to the Shipper's PAL Service Agreement. Shipper may resolve park and/or loan balances by transporting such balances between PAL Points of Transaction. The transportation shall be accomplished by Shipper's submission of a nomination under Shipper's executed transportation service agreement and the subsequent scheduling and Confirmation processes pursuant to Section 4 of the General Terms and Conditions.

Shipper shall be required to reduce to zero each park and/or loan quantity of gas at each PAL Point of Transaction no later than the termination date of the Exhibit(s) A to the Shipper's PAL Service Agreement, or prior to any mutually agreed upon extension of that term, applicable to that quantity. Any balances remaining upon the termination date of the Exhibit(s) A to the Shipper's PAL Service Agreement, or any mutually agreed upon extension of that term, shall be resolved in accordance with Sections 7.5 and 7.6, as applicable, of this Rate Schedule PAL.

- 8.2 If Shipper's PAL account reflects a park balance at the termination date of the associated Exhibit A to Shipper's PAL Service Agreement or at the end of any mutually agreed upon extension of the termination date, and the balance has not been resolved pursuant to Section 7.5(c) of this Rate Schedule PAL, the term of the transaction will be extended until the earlier of (i) such time as the balance is reduced to zero or (ii) operating conditions require the removal of the balance pursuant to Section 7.5(c) of this Rate Schedule PAL. For any balance

remaining beyond such agreed upon period set forth for a PAL transaction in Exhibit A of Customer's PAL Service Agreement, the applicable maximum rate(s) as set forth on the effective Notice of Rates and Other Tariff Rate Changes shall be applied on a daily basis until the balance is reduced to zero.

Any revenue received or cost incurred by Transporter as a result of the operation of this Section 8 will be handled pursuant to Section 7.5(f) of Rate Schedule LMS-MA for delivery points and Section 8 of Rate Schedule LMS-PA for receipt points.

9. GOVERNMENTAL AUTHORIZATIONS

Park and Loan Services under executed PAL Service Agreements shall be implemented pursuant to any applicable self-implementing authorization or program of the Commission for which Transporter has filed or in which Transporter has agreed to participate.

10. WAIVER

Transporter may waive any rights hereunder or any obligations of Customer hereunder on a basis that is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

11. GENERAL TERMS AND CONDITIONS

Customer shall provide Transporter with such information as is needed to meet the requirements placed on Transporter by regulation, rule and/or order by any duly authorized agency. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with the General Terms and Conditions of Transporter's Tariff, which are incorporated into this Rate Schedule.

In the event of a conflict between the provisions of this Rate Schedule and Transporter's General Terms and Conditions, the provisions of Transporter's General Terms and Conditions shall govern.

**RATE SCHEDULE LMS-MA
LOAD MANAGEMENT (MARKET AREA) SERVICE**

1. AVAILABILITY

1.1 Transporter shall provide a monthly balancing service to persons (herein referred to as "Balancing Parties") who have executed a balancing agreement ("OBA" or "Balancing Agreement"). An OBA will be available to:

- (a) the operator of connecting facilities at a delivery point(s) on Transporter's system;
- (b) a pipeline operator whose facilities interconnect with Transporter's system;
- (c) a market aggregator ("Aggregator") who has obtained written consent from one or more delivery point operators authorizing Aggregator to operate the delivery points, which authorization shall include, but not be limited to, changing physical flows at stated delivery points; provided, however, the sum of the MDDOs at all points covered by an Aggregator's OBA may not exceed 25% of Transporter's maximum daily firm delivery obligation under Rate Schedules FT-A, FT-GS, and FT-L for all Shippers. A list of Shippers on whose behalf an Aggregator is acting shall be attached to the Aggregator's OBA as Exhibit A.

1.2 [Reserved for Future Use]

2. APPLICABILITY

The terms, conditions, and charges set forth in this Rate Schedule governing daily variances and monthly balancing shall apply to all gas flowing through meters covered by an OBA. A delivery point OBA may cover an unlimited number of points designated as Primary Delivery Points under an FT-GS Agreement(s), or an unlimited number of points designated as Primary Delivery Points under an FT-A Agreement, or an unlimited number of points designated as Primary Delivery Points under an FT-L Agreement. A single OBA may not cover points designated as Primary Delivery Points on Agreements under more than one firm rate schedule.

3. SCHEDULING AND CONFIRMATION BY BALANCING PARTY

The Balancing Party will submit Confirmations to Transporter via LINK® by Transporter's confirmation deadline(s) set forth in Section 15 of Transporter's General Terms and Conditions. The Balancing Party's Confirmation shall specify the quantity to be transported by each Shipper to Balancing Party's delivery point(s).

4. DAILY VARIANCES

The daily variance shall be the aggregate of the differences between the Scheduled Quantities at all delivery points covered by the OBA and the actual quantity of gas delivered by Transporter at all such points within the time period that the Scheduled Quantities were in effect during any Day.

5. BALANCING OBLIGATION

Based upon the best information available, a Balancing Party shall take action to correct any imbalances occurring during the Month by making adjustments in nominations or deliveries. If Balancing Party fails to take such corrective action, then Transporter may, upon 48 hours notice, adjust Balancing Party's scheduled deliveries over the remainder of the calendar month in order to maintain a balance of deliveries and nominations, provided Transporter determines that such action is necessary to maintain the operational integrity of the system or to enable Transporter to meet its firm obligation to its other Shippers.

6. MAD SERVICE CHARGE

6.1 On any day, Transporter may, based on a good faith belief that such action is necessary and appropriate to protect system integrity and ensure firm deliveries, upon 8 hours prior notice via LINK®, invoke its right to assess a MAD Service Charge in accordance herewith. Transporter shall also provide notification of its intent to invoke its right to assess a MAD Service Charge via e-mail communication to all customers who have provided e-mail address information for at least one contact person, via Transporter's Web site to receive e-mail notification of critical notices issued by Transporter, or in the event of known failure of Internet notification, Transporter will notify affected customers by telefacsimile. Transporter shall have the right to assess a MAD Service Charge of fifteen dollars (\$15) per DTH on quantities taken in excess of a Balancing Party's Maximum Allowed Deliveries ("MAD") plus a 2% allowable variation or 50 Dth, whichever is greater. A Balancing Party's MAD shall be calculated as follows:

$$[A+B] - C = \text{Balancing Party's MAD}$$

where A = the sum of the MDDOs at all Primary Delivery Points for all firm contracts covered by the Balancing Party's Balancing Agreements (excluding any firm rights from Transporter's LNG facility at Kingsport, Tennessee and/or from Primary Receipt Points on Transporter's system at which Transporter does not have swing capability)

B = any other quantities not included in A above scheduled by Transporter at a point covered by the Balancing Party's Balancing Agreement (including any firm quantities scheduled for delivery

from Transporter's LNG facility at Kingsport, Tennessee and/or from Primary Receipt Points on Transporter's system at which Transporter does not have swing capability, but excluding any firm quantities scheduled at the interconnection between Transporter's mainline system and any lateral for which service is provided pursuant to Rate Schedules FT-L and/or IT-L)

C = quantities scheduled at Secondary Delivery Points under firm contracts that name a point covered by the Balancing Party's Balancing Agreement as a Primary Delivery Point (excluding any firm rights from Transporter's LNG facility at Kingsport, Tennessee and/or from Primary Receipt Points on Transporter's system at which Transporter does not have swing capability)

Transporter shall post on LINK® the sum of the MDDOs at all Primary Delivery Points for all firm contracts covered by each Balancing Party's Balancing Agreement (excluding any firm rights from Transporter's LNG facility at Kingsport, Tennessee and/or from Primary Receipt Points on Transporter's system at which Transporter does not have swing capability and/or at the interconnection between Transporter's mainline system and any lateral for which service is provided pursuant to Rate Schedules FT-L and/or IT-L).

- 6.2 Balancing Party shall not be subject to MAD Service Charges under this Section 6 where Balancing Party is able to demonstrate that it is prevented from compliance with this Section 6 due to an event excusing performance as defined in Section 24 of Transporter's General Terms and Conditions. Balancing Party shall notify Transporter immediately if it believes that it is excused from compliance, and shall provide Transporter with documentation sufficient to support its basis for non-compliance.
- 6.3 In addition to the remedy set forth in Section 6.1 above, in the event a Balancing Party takes gas in excess of the MAD, and Transporter believes it is necessary to take actions (i.e., buying or selling gas, etc.) to maintain system integrity or to prevent interrupting firm service, Transporter shall have the right, but not the obligation, to take such remedial actions as it deems necessary. If Transporter takes these actions, it shall be made whole by the Balancing Party that failed to observe the MAD for all costs that Transporter incurs.
- 6.4 In addition to Balancing Party's rights set forth in Section 6.2 above, Balancing Party may elect the Storage Delivery Option ("SDO"). SDO enables Balancing Party to resolve quantities taken in excess of Balancing Party's MAD MDTQ by allocating those excess quantities to Balancing Party's storage account up to the lesser of Balancing Party's MDTQ on a designated FT-A transportation agreement(s) or Balancing Party's storage maximum daily withdrawal quantity on a designated storage agreement(s). If Balancing Party nominates and Transporter

schedules any volumes on the designated FT-A Agreement(s) and/or designated storage agreement(s), Balancing Party's MDTQ and/or storage maximum daily withdrawal quantity available for SDO shall be reduced accordingly to reflect those scheduled volumes. Under SDO, once Transporter has allocated quantities to Balancing Party's storage account up to the lesser of Balancing Party's MDTQ, storage maximum daily withdrawal quantity or storage balance, any excess quantities will be subject to MAD Service Charges. SDO will be available at all delivery points covered by an OBA, and for receipts from Transporter's LNG facilities and/or Third Party Provider ("TPP") storage points which are attached to Transporter's system and are covered by a Balancing Agreement under Rate Schedule LMS-PA and a TPP amendment.

- (a) Requirements: Balancing Party must provide at least eight (8) hours prior notice to Transporter of its election of SDO, to be effective the next Gas Day or concurrent with Transporter's notification of its intent, pursuant to Section 6.1 above, to invoke its right to assess MAD Service Charges. Balancing Party must hold contracts for transportation under Transporter's Rate Schedule FT-A and contracts for storage attached to Transporter's system. At the time of its notice of its election, Balancing Party must rank consecutively the storage contracts designated for SDO if more than one contract is to be used. Balancing Party's election of SDO shall remain in effect until termination of SDO pursuant to Section 6.4(c) of this Rate Schedule, or Balancing Party has exceeded its storage balance available for SDO whichever is earlier.

- (b) Nominations for SDO:
 - (i) Under SDO, Transporter will nominate Balancing Party's designated FT-A Agreement(s) from the storage receipt(s) to the delivery points(s) covered by Balancing Party's OBA and at which the excess takes occurred.

 - (ii) Transporter will nominate a quantity up to the lesser of Balancing Party's MDTQ or storage maximum daily withdrawal quantity. Any volumes nominated by Balancing Party and scheduled by Transporter on the designated FT-A Agreement(s) and/or the designated storage agreements will reduce the MDTQ and/or storage maximum daily withdrawal quantity available for SDO.

 - (iii) Balancing Party must verify the quantity of gas scheduled for delivery at the delivery point(s) within two (2) Business Days from the Day the gas was delivered. Transporter will nominate the quantities to be withdrawn from the storage account for SDO after Balancing Party has verified the quantities delivered, but no later than five days after the last Day of the Month. Balancing Party's

failure to provide accurate verifications of quantities of gas delivered may result in termination of SDO after eight (8) hours' prior notice from Transporter.

- (iv) Any Balancing Party electing SDO and utilizing Transporter's LNG facilities shall pay to Transporter the applicable LNGS rate(s) as set forth in the LNGS Rate Schedule and the Notice of Rates and Other Tariff Rate Changes of this Tariff for the withdrawals from storage. In addition, any Balancing Party electing SDO shall pay to Transporter a "Transportation Component." The Transportation Component for SDO shall be equal to the applicable commodity rate, plus fuel, under Transporter's FT-A Rate Schedule, multiplied by the volumes in excess of the MAD MDTQ.
- (c) Upon eight (8) hours' prior notice to Balancing Party, Transporter has the right to terminate SDO for Balancing Party's violation of any provisions of this Section 6.4. Balancing Party has the right, at its sole discretion, to terminate SDO with eight (8) hours prior notice to Transporter, effective at the beginning of the next Gas Day.
- (d) Balancing Party may only utilize a TPP storage point(s) for SDO upon the TPP's execution of both a Balancing Agreement under Rate Schedule LMS-PA and a TPP Amendment.

7. IMBALANCE RESOLUTION PROCEDURES AND CASHOUT

- 7.1 MAD Service Charge: A Balancing Party subject to cashout may also be subject to a MAD Service Charge as set forth in Section 6.
- 7.2 Resolution of Monthly Imbalances: During the Month, an LMS-MA Balancing Party that has elected the Cash-out Option may use any or all of Transporter's Imbalance Management Services, as defined in Section 1 of the General Terms and Conditions, to reduce or eliminate the monthly cash-out liability. An LMS-MA Balancing Party may trade an imbalance with other LMS-MA or LMS-PA Balancing Parties, in accordance with Section 7.4 below, until the close of the seventeenth Business Day after the end of the Month during which the imbalances occurred. Any imbalance(s) not resolved via any of the Imbalance Management Services will be resolved pursuant to Section 7.5 herein.
- 7.3 Imbalance Management Services: The Imbalance Management Services offered by Transporter are identified in Section 1 of the General Terms and Conditions. Details of each service are included in the applicable Rate Schedule and Form of Service Agreement contained in this tariff, or in Section 7.4 below.

- 7.4 Imbalance Trading: LMS-MA Balancing Parties subject to cashout will be allowed to trade imbalances occurring during the Month with other LMS-MA or LMS-PA Balancing Parties. Supply aggregators under Rate Schedule SA will be allowed to trade imbalances occurring during the Month with other supply aggregators within the same Pooling Area that are subject to this Rate Schedule.

Transporter shall allow LMS-MA Balancing Parties to trade imbalances with other LMS-MA or LMS-PA Balancing Parties within the same Operational Impact Area, as defined in Section 1 of the General Terms and Conditions, if the two Balancing Parties' imbalances are offsetting balancing for the Month, such that the net imbalance for each Balancing Party after the completion of the trade would be reduced to a quantity closer to zero.

When imbalances are traded, a Transportation Trade Component shall be determined for each of the imbalances to be traded. For each LMS-PA imbalance to be traded, the Transportation Trade Component shall be deemed to be zero. For each LMS-MA imbalance to be traded, the Transportation Trade Component shall be equal to (1) Transporter's commodity rate under Rate Schedule FT-A, FT-GS, or FT-L, as applicable, multiplied by the traded quantity, plus (2) an additional amount to cover Transporter's cost of gas for the system fuel and use and lost and unaccounted for gas. The additional amount shall be calculated by multiplying the amount of fuel necessary to transport the traded quantity on Transporter's system by the Average Price as defined in Section 7.5(c)(i) below.

For a Balancing Party with a due pipeline imbalance, Transporter shall assess a charge equal to the calculated Transportation Trade Component by including the charge in the Balancing Party's invoice for the Month in which the trade was finalized. For a Balancing Party with a due Shipper imbalance, Transporter shall reflect a credit equal to the calculated Transportation Trade Component on the Balancing Party's invoice for the Month in which the trade was finalized.

Transporter will provide the ability to post and trade imbalances at any time during the Month, and until the seventeenth Business Day after the end of the Month during which the imbalances occurred. To facilitate the trading process, Transporter will, upon receipt of LMS-MA Balancing Party's authorization, post an LMS-MA Balancing Party's imbalance quantity on its Web site. An authorization to Post Imbalances (pursuant to NAESB WGQ Standard No. 2.4.9) that is received by Transporter by 11:45 a.m. will be effective by 8:00 a.m. the next Business Day. An Authorization to Post Imbalances will remain in effect until cancelled by the LMS-MA Balancing Party. An imbalance that is previously authorized for posting shall be posted on or before the ninth Business Day of the Month; however, Transporter will not be required to post zero imbalances. The information posted will identify the LMS-MA Balancing Party, the contract number, the Operational Impact Area and the Month applicable to the posted

imbalance quantity. Transporter will provide to all Customers the ability to view, and upon request, download posted imbalance information.

When trading imbalances, the quantity to be traded must be specified. An imbalance trade can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. An imbalance trade is considered final when confirmed by the confirming trader and effectuated by Transporter. Transporter shall update the LMS-MA Balancing Party's imbalance data to reflect any final trades of imbalance quantities no later than 9:00 a.m. CT on the next Business Day after the trade is finalized.

- 7.5 Monthly Imbalances: The LMS-MA Balancing Party's monthly imbalance shall be the net total of daily variances from all points covered by the LMS-MA Balancing Party's OBA(s) adjusted for make-up quantities and imbalance trades, with the exception that monthly imbalances created on that portion of Transporter's system not designated as an Incremental Lateral shall not be netted against monthly imbalances created on that portion of Transporter's system designated as an Incremental Lateral. For supply aggregators under Rate Schedule SA, the daily variance shall be the difference, by Pooling Area, between actual deliveries under the Supply Aggregation Service Agreement and the actual quantities received at all points covered by such Agreement. In addition, unless Transporter and the Balancing Party mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each Month Transporter and the Balancing Party shall "cashout" any imbalance between Scheduled Quantities and actual deliveries. Transporter shall divide the lesser of the monthly imbalance based on Operational Data or the actual monthly imbalance by the total scheduled volumes for the Month for all applicable points, then multiply by 100, to determine the % monthly imbalance.
- (a) If the monthly imbalance is due to an excess of Scheduled Quantities relative to actual deliveries, then the monthly imbalance shall be considered a "positive" imbalance and Balancing Party shall sell to Transporter, and Transporter shall buy from the Balancing Party, in accordance with the formula listed in Section 7.5(c) below. If the monthly imbalance is due to an excess of actual deliveries relative to Scheduled Quantities, then the monthly imbalance shall be considered a "negative" imbalance and Transporter shall sell to the Balancing Party, and Balancing Party shall buy from Transporter, in accordance with the formula listed in Section 7.5(c) below. In addition to the cash out of the monthly imbalance: (A) Balancing Party shall pay to Transporter the "Transportation Component" if total actual quantities delivered are greater than Scheduled Quantities, or (B) Transporter shall pay to the Balancing Party the "Transportation Component" if total actual quantities delivered are less than Scheduled Quantities. The "Transportation Component" shall be equal to (1) Transporter's commodity rate under Rate Schedule

FT-A, FT-GS, or FT-L, as applicable, multiplied by the monthly imbalance, plus (2) an additional amount to cover Transporter's cost of gas for the system fuel and use and lost and unaccounted for gas. The additional amount shall be calculated by multiplying (1) the amount of fuel necessary to transport the imbalance on Transporter's system by (2) the Average Price as defined in Section 7.5(c)(i) below.

- (b) The amounts due hereunder shall be paid in accordance with Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- (c) (i) The Balancing Party (hereinafter referred to as the "Party") and Transporter shall "cash out" the actual monthly imbalance at the applicable market area prices described below.

For each Month, the monthly "Low Price" or "LP" for the Market Area shall be established by taking the lowest of the Low Common prices published in Gas Daily's "Daily Price Survey" for "Tennessee, 500 Leg" for each day of the relevant Month.

For each Month, the monthly "High Price" or "HP" for the Market Area shall be established by taking the highest of the High Common prices published in Gas Daily's "Daily Price Survey" for "Tennessee, 500 Leg" for each day of the relevant Month.

For each Month, the monthly "Average Price" or "AP" for the Market Area shall be determined by taking the simple arithmetic average of the Midpoint prices published in Gas Daily's "Daily Price Survey" for "Tennessee, 500 Leg" for each day of the relevant Month.

In the event that these prices are no longer available or valid, Transporter will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to refund. In the event that a more representative posting is established, Transporter will file to change its tariff.

- (ii) For all Parties whose % monthly imbalance is less than or equal to 5% (as calculated according to Section 7.5 of this Rate Schedule) or whose monthly imbalance (either actual or operational) is less than or equal to 1,000 Dth, the following definitions shall apply to the formula under which the Parties' actual imbalance volumes are "cash out":

- "Total Positive Imbalance" or "P" shall mean the absolute value ("abv") of the sum of all actual positive imbalances under Section 7.5(c)(ii) of this Rate Schedule LMS-MA.
- "Total Negative Imbalance" or "N" shall mean the abv of the sum of all actual negative imbalances under Section 7.5(c)(ii) of this Rate Schedule LMS-MA.
- "Net Pipeline Imbalance" or "I" shall mean the difference between the Total Positive Imbalances and the Total Negative Imbalances (I=P-N).
- Each of the imbalances (P, N, and I) shall be calculated once, no later than the first billing of cash outs after the close of the Month.

The Parties' actual imbalance volumes shall be "cashed out" according to the following formula:

(A) If $I \geq 0$ then:

- Price for negative imbalances and imbalances less than or equal to 1,000 Dth = AP
- Price for positive imbalances =
$$\frac{(\text{abv}(I) \times LP)}{P} + \frac{(N \times AP)}{P}$$

(B) If $I < 0$ then:

- Price for negative imbalances =
$$\frac{(\text{abv}(I) \times HP)}{N} + \frac{(P \times AP)}{N}$$
- Price for positive imbalances and imbalances less than or equal to 1,000 Dth = AP

(iii) For all Parties whose % monthly imbalance is greater than 5% (as calculated according to Section 7.5 of this Rate Schedule) and greater than 1,000 Dth, the actual negative imbalance volumes shall be "cashed out" according to the following formula:

| Imbalance Tier | Price |
|----------------|------------|
| 0 - 5% | 100% of HP |

| | | | | |
|---|-----|---|-----|------------|
| > | 5% | - | 10% | 115% of HP |
| > | 10% | - | 15% | 130% of HP |
| > | 15% | - | 20% | 140% of HP |
| > | 20% | - | | 150% of HP |

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, volumes that make up the first 5% of the imbalance are priced at 100% of the HP. Volumes making up the remaining 2% of the imbalance are priced at 115% of the HP.

- (iv) For all Parties whose % monthly imbalance is greater than 5% (as calculated according to Section 7.5 of this Rate Schedule) and greater than 1,000 Dth, the actual positive imbalance volumes shall be "cashed out" according to the following formula:

| Imbalance Tier | | | | Price |
|----------------|-----|---|-----|------------|
| | 0 | - | 5% | 100% of LP |
| > | 5% | - | 10% | 85% of LP |
| > | 10% | - | 15% | 70% of LP |
| > | 15% | - | 20% | 60% of LP |
| > | 20% | - | | 50% of LP |

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, volumes that make up the first 5% of the imbalance are priced at 100% of the LP. Volumes making up the remaining 2% of the imbalance are priced at 85% of the LP.

- (d) Access to Information - Transporter will make available within one Business Day following the Gas Day the best information it has concerning the total physical deliveries. Transporter will also make available by electronic means the best information it has concerning the scheduled and allocated deliveries at all delivery points. This information will include electronic gas measurement data at meters where such data is used for billing purposes (Electronic Data). Transporter will designate where Electronic Data is available. No later than 11:00 a.m. Central Time on the third full Business Day following the Gas Day, the information regarding the scheduled and allocated deliveries shall become "Operational Data" and operators will be entitled to rely on the Operational Data for purposes of correcting imbalances during the Month. Imbalances will be cashed out on the basis of actual deliveries and

Scheduled Quantities; provided that the Imbalance Tier and tiered pricing associated with imbalances will be based upon the lesser of (1) the monthly operational imbalance reported by Transporter based upon the Operational Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations; provided that, if the monthly imbalance reported by Transporter as of the 20th day of the calendar month based upon Electronic Data is subsequently adjusted during the remainder of the Month and (1) such adjustments materially increase the level of the imbalance and (2) the Balancing Party did not have adequate time to correct the imbalance by adjusting nominations, or deliveries, then the Imbalance Tier associated with imbalances at points where Electronic Data is available will be based upon the lesser of (a) the imbalance reported as of the 20th day of the calendar month plus the imbalance reported for each subsequent Day in the calendar month or (b) the monthly imbalance based upon actual delivery at such points to the extent the Balancing Party documents the situation. Notwithstanding anything to the contrary, if the Electronic Data at any point is inaccurate, through no fault of Transporter, but rather as the result of the action or inaction of third parties, then the Imbalance Tier associated with monthly imbalances occurring at such points will be based upon actual deliveries.

- (e) Limitation on Tiered Pricing - Any imbalances caused by an event of force majeure as set forth in Section 24 of the General Terms and Conditions of Transporter's FERC Gas Tariff or caused by Transporter's actions (1) will not be included in the calculation of the total monthly imbalance for purposes of determining the appropriate cash-out level and (2) will be cashed out at the 0-5% tolerance level, as set forth in Section 7.5.
- (f) Disposition of Charges: At the conclusion of each annual period, Transporter will determine the net cashout activity under its LMS Rate Schedules and Section 8 of Rate Schedule PAL. In the event that charges collected by Transporter under its cashout provisions exceed the actual cost of providing service under this Rate Schedule, Transporter shall credit such excess revenues to all eligible Balancing Parties. Credits shall be applied based on volumes transported during each Month during the past year. Such proration shall be based on the imbalances cashed out versus imbalances swung to storage. Any credits due hereunder shall be made within 45 days following approval by the Federal Energy Regulatory Commission of Transporter's report and refund plan concerning such credits. To the extent that the cashout activity in any annual period results in a negative balance, such balance will be carried forward and applied to the next annual determination of cashout activity. Within 150 days after each anniversary of the Implementation Date, Transporter will file a report and refund plan with the Commission.

- 7.6 Operational Integrity - Nothing in this Section 7 shall limit Transporter's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions that threaten the integrity of its system.

8. GENERAL TERMS AND CONDITIONS

- 8.1 Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter by regulation, rule, and/or order by any duly authorized agency. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with the General Terms and Conditions of Transporter's FERC Gas Tariff, which are incorporated into this Rate Schedule.
- 8.2 In the event of a conflict between the provisions of this Rate Schedule and Transporter's General Terms and Conditions, the provisions of Transporter's General Terms and Conditions shall govern.

**RATE SCHEDULE LMS-PA
LOAD MANAGEMENT (POOLING AREA) SERVICE**

1. AVAILABILITY

1.1 Transporter shall provide a monthly balancing service to parties (herein referred to as "Balancing Parties") who have executed an Operational Balancing Agreement ("OBA") for use at receipt points. A Receipt Point OBA will be available to:

- (a) the operator of connecting facilities at a receipt point(s) on Transporter's system;
- (b) a pipeline operator whose facilities interconnect with Transporter's system;
- (c) A supply aggregator ("Aggregator") who has obtained consent from two or more receipt point operators authorizing the Aggregator to operate such points, which authorization shall include, but not be limited to, changing physical flow at receipt points; provided however that the sum of all the MDROs at all points covered by one Aggregator's Balancing Agreement shall not exceed 5,000 Dth.

2. APPLICABILITY

The terms, conditions, and charges set forth in this Rate Schedule governing daily variances and monthly balancing shall apply to all gas flowing through meters covered by a Receipt Point OBA. A Receipt Point OBA may cover an unlimited number of points designated as Primary Receipt Points under FT-A and/or FT-GS Agreement(s), or an unlimited number of points designated as Primary Receipt Points under an FT-L Agreement, subject to the limitation in Section 1.1(c) above. A single Receipt Point OBA may not cover points on that portion of Transporter's system designated as an Incremental Lateral and points on that portion of Transporter's system not designated as an Incremental Lateral.

3. SCHEDULING AND CONFIRMATION BY BALANCING PARTY

The Balancing Party will submit Confirmations to Transporter via LINK® by Transporter's confirmation deadline(s) set forth in Section 15 of Transporter's General Terms and Conditions. The Balancing Party's Confirmation shall specify the quantity to be transported by each Shipper to or from Balancing Party's receipt point.

4. DAILY VARIANCES

- 4.1 The daily variance shall be the difference between the total Scheduled Quantity at that point and the actual quantity delivered into Transporter's system at that point on any Day.
- 4.2 A Balancing Party may be subject to an Action Alert Penalty or a Balancing Alert Penalty for quantities delivered above the Daily Limit as set forth in Section 5.
- 4.3 Based upon the best information available, a Balancing Party shall take action to correct any imbalances occurring during the Month by making adjustments in nominations or receipts. If Balancing Party fails to take such corrective action, then Transporter may, upon 48 hours notice, adjust Balancing Party's scheduled receipts over the remainder of the calendar month in order to maintain a balance of receipts and nominations.

5. DELIVERIES IN EXCESS OF DAILY LIMIT

- 5.1 On any Day on which Transporter has issued an Operational Flow Order ("OFO") affecting Balancing Party's point pursuant to Section 14 of Transporter's General Terms and Conditions, and Balancing Party delivers gas in excess of the Daily Limit applicable to the receipt point, such Balancing Party shall be subject to an Action Alert Penalty or a Balancing Alert Penalty, as applicable, as set forth in Section 14.9 of Transporter's General Terms and Conditions for each Dth of excess quantities delivered beyond a two percent allowable variation. The Daily Limit shall be stated in the OFO.
- 5.2 In addition to the remedy set forth in 5.1 above, in the event Balancing Party delivers gas in excess of the Daily Limit applicable to the receipt point and Transporter believes it is necessary to take actions (i.e., buying or selling gas, etc.) to maintain system integrity or to prevent interrupting firm service, Transporter shall have the right, but not the obligation, to take such remedial actions as it deems necessary. If Transporter takes these actions, it shall be made whole by the Balancing Party that failed to observe the Daily Limit for all costs that Transporter incurs.
- 5.3 Any penalty revenue collected by Transporter pursuant to this Section 5 will be credited to Non-offending LMS-PA Balancing Parties pursuant to Section 47.4 of the General Terms and Conditions of this FERC Gas Tariff.

6. IMBALANCE TRADING

LMS-PA Balancing Parties will be allowed to trade imbalances occurring during the Month. Transporter shall allow LMS-PA Balancing Parties to trade imbalances with other LMS-MA or LMS-PA Balancing Parties within the same Operational Impact Area, as defined in Section 1 of the General Terms and Conditions, if the two Balancing Parties' imbalances are offsetting balances for the Month, such that the net imbalance for each

Balancing Party after the completion of the trade would be reduced to a quantity closer to zero.

A Transportation Component for each imbalance to be traded will be calculated and applied pursuant to Section 7.4 of Rate Schedule LMS-MA.

Transporter will provide the ability to post and trade imbalances at any time during the Month, and until the seventeenth Business Day after the end of the Month during which the imbalances occurred. To facilitate the trading process, Transporter will, upon receipt of an LMS-PA Balancing Party's authorization, post an LMS-PA Balancing Party's imbalance quantity on its Web site. An authorization to Post Imbalances (pursuant to NAESB WGQ Standard No. 2.4.9) that is received by Transporter by 11:45 a.m. will be effective by 8:00 a.m. the next Business Day. An Authorization to Post Imbalances will remain in effect until cancelled by the LMS-PA Balancing Party. An imbalance that is previously authorized for posting shall be posted on or before the ninth Business Day of the Month; however, Transporter will not be required to post zero imbalances. The information posted will identify the LMS-PA Balancing Party, the contract number, the Operational Impact Area and the Month applicable to the posted imbalance quantity. Transporter will provide to all Customers the ability to view, and upon request, download posted imbalance information.

When trading imbalances, the quantity to be traded must be specified. An imbalance trade can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. An imbalance trade is considered final when confirmed by the confirming trader and effectuated by Transporter. Transporter shall update the LMS-PA Balancing Party's imbalance data to reflect any final trades of imbalance quantities no later than 9:00 a.m. CT on the next Business Day after the trade is finalized.

7. MONTHLY IMBALANCES

7.1 The LMS-PA Balancing Party's monthly imbalance shall be the net total of daily variances from all points covered by the LMS-PA Balancing Party's OBA(s) adjusted for make-up quantities and imbalance trading transactions, with the exception that monthly imbalances created on that portion of Transporter's system not designated as an Incremental Lateral shall not be netted against monthly imbalances created on that portion of Transporter's system designated as an Incremental Lateral. Unless Transporter and the Balancing Party mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each Month Transporter and the Balancing Party shall "cash out" any imbalance between Scheduled Quantities and actual receipts. To determine the % monthly imbalance, Transporter shall divide the lesser of the monthly imbalance based on Operational Data or the actual monthly imbalance by the total Scheduled Quantities for all Days of the Month for all points covered by the Balancing Agreement, then multiply by 100.

- 7.2 (a) If the monthly imbalance is due to an excess of actual receipts relative to Scheduled Quantities, then the monthly imbalance shall be considered a "positive" imbalance and Balancing Party/Shipper shall sell to Transporter, and Transporter shall buy from the Balancing Party/Shipper, in accordance with the formula listed in Section 7.2(a) of this Rate Schedule. If the monthly imbalance is due to a deficiency in actual receipts relative to Scheduled Quantities, then the monthly imbalance shall be considered a "negative" imbalance and Transporter shall sell to the Balancing Party/Shipper, and Balancing Party/Shipper shall buy from Transporter, in accordance with the formula listed in Section 7.2(a)(ii).

The amounts due hereunder shall be paid in accordance with Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

- (i) The Balancing Party or Shipper (hereinafter referred to as the "Party") and Transporter shall "cash out" the actual monthly imbalance at the applicable prices described below.
- (A) For each Month, the monthly "Low Price" or "LP" for each Market Area shall be established by taking the lowest of the Low Common prices published in Gas Daily's "Daily Price Survey" for "Tennessee, 500 Leg" for each day of the relevant Month.
- (B) For each Month, the monthly "High Price" or "HP" for each Market Area shall be established by taking the highest of the High Common prices published in Gas Daily's "Daily Price Survey" for "Tennessee, 500 Leg" for each day of the relevant Month.
- (C) For each Month, the monthly "Average Price" or "AP" for each Market Area shall be determined by taking the simple arithmetic average of the Midpoint prices published in Gas Daily's "Daily Price Survey" for "Tennessee, 500 Leg" for each day of the relevant Month.

In the event that these prices are no longer available or valid, Transporter will file to change its tariff and may, at its discretion, select a representative price in the interim period, subject to refund. In the event that a more representative posting is established, Transporter will file to change its tariff.

- (ii) For all Parties whose % monthly imbalance is less than or equal to 5% (as calculated according to Section 7.1 of this Rate Schedule)

or whose monthly imbalance (either actual or operational) is less than or equal to 1,000 Dth, the following definitions shall apply to the formula under which the Parties' imbalance volumes are "cashed out":

- "Total Positive Imbalance" or "P" shall mean the absolute value ("abv") of the sum of all actual positive imbalances under Section 7.2(a) of this Rate Schedule LMS-PA.
- "Total Negative Imbalance" or "N" shall mean the abv of the sum of all actual negative imbalances under Section 7.2(a) of this Rate Schedule LMS-PA.
- "Net Pipeline Imbalance" or "I" shall mean the difference between the Total Positive Imbalances and the Total Negative Imbalances (I=P-N).
- Each of the imbalances (P, N, and I) shall be calculated once, no later than the first billing of cash outs after the close of the Month.

The Parties' actual imbalance volumes shall be "cashed out" according to the following formula:

(A) If $I \geq$ zero then:

- Price for negative imbalances and imbalances less than or equal to 1,000 Dth = AP
- Price for positive imbalances =
$$\frac{(\text{abv}(I) \times LP)}{P} + \frac{(N \times AP)}{P}$$

(B) If $I <$ zero then:

- Price for negative imbalances =
$$\frac{(\text{abv}(I) \times HP)}{N} + \frac{(P \times AP)}{N}$$
- Price for positive imbalances and imbalances less than or equal to 1,000 Dth = AP

(iii) For all Parties whose % monthly imbalance is greater than 5% (as calculated according to Section 7.1 of this Rate Schedule) and greater than 1,000 Dth, the actual negative imbalance volumes shall be "cashed out" according to the following formula:

| Imbalance Tier | | | | Price |
|----------------|-----|---|-----|------------|
| | 0 | - | 5% | 100% of HP |
| > | 5% | - | 10% | 115% of HP |
| > | 10% | - | 15% | 130% of HP |
| > | 15% | - | 20% | 140% of HP |
| > | 20% | - | | 150% of HP |

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, volumes that make up the first 5% of the imbalance are priced at 100% of the HP. Volumes making up the remaining 2% of the imbalance are priced at 115% of the HP.

- (iv) For all Parties whose % monthly imbalance is greater than 5% (as calculated according to Section 7.1 of this Rate Schedule) and greater than 1,000 Dth, the actual positive imbalance volumes shall be "cashed out" according to the following formula:

| Imbalance Tier | | | | Price |
|----------------|-----|---|-----|------------|
| | 0 | - | 5% | 100% of LP |
| > | 5% | - | 10% | 85% of LP |
| > | 10% | - | 15% | 70% of LP |
| > | 15% | - | 20% | 60% of LP |
| > | 20% | - | | 50% of LP |

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% imbalance, volumes that make up the first 5% of the imbalance are priced at 100% of the LP. Volumes making up the remaining 2% of the imbalance are priced at 85% of the LP.

- (b) Access to Information - Transporter will make available within one Business Day following the Gas Day the best information it has concerning the total physical receipts. Transporter will also make available by electronic means the best information it has concerning the scheduled and allocated receipts at all receipt points. This information will include electronic gas measurement data at meters where such data is used for billing purposes (Electronic Data). Transporter will designate where Electronic Data is available. No later than 11:00 a.m. Central Time on the third full Business Day following the Gas Day, the information

regarding the scheduled and allocated receipts shall become "Operational Data" and operators will be entitled to rely on the Operational Data for purposes of correcting imbalances during the Month. Imbalances will be cashed out on the basis of actual receipts and Scheduled Quantities; provided that the Imbalance Tier and tiered pricing associated with imbalances will be based upon the lesser of (1) the monthly operational imbalance reported by Transporter based upon the Operational Data or (2) the monthly imbalance based upon actual receipts and receipts at such locations; provided that, if the monthly imbalance reported by Transporter as of the 20th day of the calendar month based upon Electronic Data is subsequently adjusted during the remainder of the Month and (1) such adjustments materially increase the level of the imbalance and (2) the Balancing Party did not have adequate time to correct the imbalance by adjusting nominations or receipts, then the Imbalance Tier associated with imbalances at points where Electronic Data is available will be based upon the lesser of (a) the imbalance reported as of the 20th day of the calendar month plus the imbalance reported for each subsequent Day in the calendar month or (b) the monthly imbalance based upon actual receipts at such points to the extent the Balancing Party documents the situation. Notwithstanding anything to the contrary, if the Electronic Data at any point is inaccurate, through no fault of Transporter, but rather as the result of the action or inaction of third parties, then the Imbalance Tier associated with monthly imbalances occurring at such points will be based upon actual receipts.

- (c) Limitation on Tiered Pricing - Any imbalances caused by an event of force majeure as set forth in Section 24 of the General Terms and Conditions of Transporter's FERC Gas Tariff or caused by Transporter's actions (1) will not be included in the calculation of the total monthly imbalance for purposes of determining the appropriate cash-out level and (2) will be cashed out at the 0-5% tolerance level, as set forth in 7.2 above.
- (d) Operational Integrity - Nothing in this Section 7 shall limit Transporter's right to take action as may be required to adjust receipts and deliveries of gas in order to alleviate conditions that threaten the integrity of its system.

8. DISPOSITION OF CHARGES

At the conclusion of each annual period, Transporter will determine the net cashout activity under its LMS Rate Schedules and Section 8 of Rate Schedule PAL. In the event that charges collected by Transporter under its cashout provisions exceed the actual cost of providing service under this Rate Schedule, Transporter shall credit such excess revenues to all eligible Balancing Parties. Credits shall be applied based on volumes transported during the past year. Any credits due hereunder shall be made within 45 days following approval by the Federal Energy Regulatory Commission of Transporter's report

and refund plan concerning such credits. To the extent that the cashout activity in any annual period results in a negative balance, such balance will be carried forward and applied to the next annual determination of cashout activity. Within 150 days after each anniversary of the Implementation Date, Transporter will file a report and refund plan with the Commission.

9. GENERAL TERMS AND CONDITIONS

- 9.1 Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter by regulation, rule, and/or order by any duly authorized agency. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with the General Terms and Conditions of Transporter's FERC Gas Tariff, which are incorporated into this Rate Schedule.
- 9.2 In the event of a conflict between the provisions of this Rate Schedule and Transporter's General Terms and Conditions, the provisions of Transporter's General Terms and Conditions shall govern.

RATE SCHEDULE SA SUPPLY AGGREGATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for any Party ("Aggregator") which has (i) requested supply aggregation or Title Transfer Tracking service from East Tennessee Natural Gas, LLC ("Transporter"); (ii) has met the conditions for qualification for receipt of service under Sections 5 and 6 of the General Terms and Conditions of Transporter's FERC Gas Tariff; (iii) and after review and acceptance of such request by Transporter, has executed a supply aggregation service agreement with Transporter for service under Rate Schedule SA. In addition, this Rate Schedule is available to any Third Party Account Administrator ("3PAD") who has either (i) been designated as an agent for an Aggregator, or (ii) executed a supply aggregation service agreement with Transporter for service under this rate schedule. For the purposes of this Rate Schedule SA, the term "Aggregator" shall also refer to a 3PAD.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule permits Aggregator to aggregate supply pursuant to this Rate Schedule SA from any and all receipt points within Pooling Area(s) as defined in Section 1 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Aggregator will assume the responsibility of balancing, by Pooling Area, the scheduled receipts of gas into the applicable supply aggregation service agreement with Scheduled Quantities delivered out of the supply aggregation service agreement.

This Rate Schedule also permits a 3PAD to submit nominations to Transporter to reflect that the 3PAD is providing a Title Transfer Tracking service independently of such service provided by Transporter.

2.2 Receipts into a supply aggregation service agreement can be from a physical receipt point(s) or from transportation or other supply aggregation service agreements to the "paper" pooling point for the designated Pooling Area(s), provided, however, receipts into a "paper" pooling point from a different "paper" pooling point must be made from a transportation service agreement. Deliveries from a supply aggregation service agreement can be to transportation or other supply aggregation service agreement from the "paper" pooling point for the designated Pooling Area(s), provided, however, deliveries from a supply aggregation service agreement to another supply aggregation service agreement can only be made to the same "paper" pooling point. "Paper" pooling points will be identified on LINK®.

3. NOMINATIONS

- 3.1 Any party may nominate quantities into and out of the relevant supply aggregation service agreement(s).
- 3.2 In addition to daily nomination rights and obligations as set forth in Section 15.2 of the General Terms and Conditions, Aggregator shall have the right to make intra-day and hourly nomination changes as provided in and subject to the conditions set forth in Section 15.2(d) and (e) of the General Terms and Conditions.
- 3.3 Within each Pooling Area, nominations for quantities received into a supply aggregation service agreement shall balance with deliveries nominated out of the supply aggregation service agreement. Aggregator shall maintain a balance between actual receipts and actual deliveries by Pooling Area. In the event of an operational constraint on its system, Transporter may adjust by Pooling Area(s) scheduled receipts into, or deliveries out of, Aggregator's supply aggregation service agreement. Aggregator will assume the responsibility for correcting any scheduled imbalances or for resolving any imbalances resulting from allocation(s) at receipt point(s) where no balancing agreement is in effect.
- 3.4 At the time of nomination, Aggregator may provide to Transporter a predetermined ranking of both receipts and deliveries. In the event of an interruption or reduction in the supplies or markets, or in the event that pipeline operating conditions require Transporter to adjust scheduled receipts or deliveries as described in Section 3.3 above, Transporter may restrict Scheduled Quantities based on the Aggregator's pre-determined ranking provided pursuant to this Section 3.4.
- 3.5 Quantities nominated under a transportation rate schedule to receive or deliver gas at a "paper" pooling point shall be scheduled in accordance with Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

4. IMBALANCE RESOLUTION

- 4.1 Transporter will provide notice to Aggregator of any imbalance situation needing resolution and will specify the necessary corrective action. Aggregator shall take corrective action as specified by Transporter. In the event that Transporter determines, in its sole discretion, that the Aggregator has not made a good faith effort to correct the imbalance, Transporter has the right, with prior notice to Aggregator, to reduce receipts into, or deliveries out of, Aggregator's supply aggregation service agreement, based on the pre-determined rankings provided pursuant to Section 3.4 of this Rate Schedule.
- 4.2 Any imbalances between allocated receipts and allocated deliveries ("allocated imbalance") or any scheduled imbalances pursuant to Section 3 of this Rate

Schedule which are not made up before the end of the Month shall be the responsibility of Aggregator and shall be resolved pursuant to the cashout provisions of Rate Schedule LMS-MA. Imbalances under this Rate Schedule SA shall be computed and cashed out separately for each Pooling Area.

5. GENERAL TERMS AND CONDITIONS

5.1 Aggregator shall provide Transporter with such information as is needed to meet the requirements placed on Transporter by regulation, rule, and/or order by any duly authorized agency. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with the General Terms and Conditions of Transporter's FERC Gas Tariff, which are incorporated into this Rate Schedule.

5.2 In the event of a conflict between the provisions of this Rate Schedule and Transporter's General Terms and Conditions, the provisions of Transporter's General Terms and Conditions shall govern.

6. OPERATIONAL INTEGRITY

Nothing in this Rate Schedule shall limit Transporter's right to take action as may be required to adjust receipts and deliveries of Scheduled Quantities of gas in order to alleviate conditions which threaten the integrity of its system, or the ability of Transporter to transport quantities scheduled by any Shipper.

GENERAL TERMS AND CONDITIONS (Index)

Description/Title

1. Definition of Terms
2. Quality
3. Measurement
4. Measurement Equipment
5. Contracting for Service
6. Credit Requirements
7. Termination of Agreements
8. Assignments
9. Reservation Charge Crediting for Firm Transportation Service
10. Reservation Charge Crediting for LNGS Service
- 11-13. [Reserved for Future Use]
14. Operational Flow Orders
15. Scheduling of Receipts and Deliveries
16. Invoicing and Payment
17. Release of Rights to Firm Transportation Service
18. Release of Rights to LNGS Service
19. Segmentation
20. Possession of Gas
21. Pressures and Availability of Delivery Points
22. Warranties
23. Electronic Communication
24. Excuse of Performance and Remedies
25. Transportation Cost Rate Adjustment
26. Notices
27. Modification
28. Nonwaiver and Future Default
29. Applicable Regulations
30. Operating Information and Estimates
31. Code Compliance
32. War and National Defense
33. Gas Research Institute Rate Adjustment
34. FERC Annual Charge Adjustment
35. Information and Communications Regarding Services
36. Construction of Facilities
37. [Reserved for Future Use]
38. Incorporation in Rate Schedules and Service Agreements
39. Operational Purchases and Sales
40. Permitted Sharing of Non-public Information

41. Discounting Policy
42. Periodic Reports
43. North American Energy Standards Board (NAESB) Standards
44. Pooling of Gas Supplies
45. Non-conforming Agreements
46. Off-system Pipeline Capacity
47. Penalties and Penalty Crediting Mechanism
48. Disposition of Retained Quantities
49. Negotiated Rates

1. DEFINITION OF TERMS

The following terms when used in this Tariff and in any service agreement shall be construed to have the following meanings:

The term "Aggregator OBA" shall mean an Operational Balancing Agreement which covers multiple Delivery Points pursuant to Rate Schedule LMS-MA.

The term "Balancing Party" shall mean any party that has executed a Balancing Agreement with Transporter pursuant to Rate Schedules LMS-MA or LMS-PA.

The term "Bidder" shall mean any person that submits a bid for released transportation or storage capacity pursuant to the terms of Section 17 or 18 of Transporter's General Terms and Conditions.

The term "British thermal unit" or "Btu" shall mean the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at a standard pressure of 14.73 dry psia at 60 degrees Fahrenheit.

The term "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions occurring in Canada and Mexico.

The term "Central Clock Time" and "CCT" shall mean Central Daylight Time when daylight savings time is in effect and Central Standard Time when daylight savings time is not in effect.

The term "Commission" or "FERC" shall mean the Federal Regulatory Energy Commission or any successor agency.

The term "Confirmation" shall mean an electronic communication that reflects the quantity of gas to be received or delivered on behalf of each Shipper at a receipt or delivery point.

The term "Contract Path" shall mean the firm transportation path defined by the contractual direction of flow from the Primary Receipt Point to the Primary Delivery Point for all contiguous Segment Path Rights between such points. For a replacement contract pursuant to capacity release, the term "Contract Path" shall mean the firm transportation path defined by the contractual direction of flow of the Releasing Shipper's contract between two points as identified in the Releasing Shipper's Release Request for all contiguous Segment Path Rights between such points under the Replacement Shipper's contract.

The term "Cubic Foot" shall mean the volume of gas that occupies one Cubic Foot when such gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of .33 pounds per square inch above an assumed atmospheric pressure of 14.4 pounds per square inch (14.73 pounds per square inch absolute (psia)).

The term "Daily Limit" shall mean the quantity specified in an Operational Flow Order at a receipt or delivery point.

The term "Day" and "Gas Day" shall mean a period from 9:00 a.m. to 9:00 a.m. (Central Clock Time).

The term "Dekatherm" or "Dth" shall mean the quantity of heat energy that is 1,000,000 Btu's. 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; 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.

The term "Discount Confirmation" shall mean an electronic mail (e-mail) message sent by Transporter to Shipper to confirm the terms of the discount granted pursuant to Section 41 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

The term "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.

The term "Forward Flow Nomination" shall mean a nomination in which the nomination path from the Receipt Point to the Delivery Point is in the same direction as the direction of flow of the defined Contract Path.

The term "Imbalance Management Services" shall mean the options available to Shippers for resolution of imbalances prior to the application of the cash-out mechanism set forth in Section 7.5 of Rate Schedule LMS-MA and Section 7.1 of Rate Schedule LMS-PA, and may include services offered by Transporter's customers or third parties.

The term "Implementation Date" shall mean November 1, 1993.

The term "Incremental Lateral" shall mean incremental pipeline facilities including a pipeline lateral and appurtenant facilities which extend from a point

on Transporter's existing mainline to a point of interconnection with the facilities of other parties for the benefit of only one or a limited number of customers.

The following facilities are designated as Incremental Laterals:

1. The Jewell Ridge Lateral, which extends from a point of interconnection with the affiliated Cardinal gathering facilities of CNX Gas Company, LLC located in Tazewell County, Virginia, to a point on Transporter's existing interstate natural gas pipeline system in Smyth County, Virginia.

The term "LINK®" or "System" shall mean Transporter's computer information and scheduling system, accessed through Transporter's interactive Internet website or through Electronic Data Interchange. "Electronic Data Interchange" or "EDI" shall mean electronic communication through means other than Transporter's System, that complies with the Electronic Delivery Mechanism Standards of the North American Energy Standards Board (NAESB).

The term "LNG" shall mean liquified natural gas that is stored in Transporter's facility pursuant to Transporter's LNGS Rate Schedule.

The term "Load Factor" for any given period of time shall mean the percentage obtained by dividing the amount of the average Dth delivery of gas during said period by the Maximum Daily Transportation Quantity during said period.

The term "Maximum Allowed Delivery" ("MAD") shall mean the maximum quantity of gas that a Balancing Party is permitted to take on any Day when Transporter has invoked its right to assess MAD Service Charges and shall be calculated in accordance with Section 6 of Transporter's Rate Schedule LMS-MA.

The term "Maximum Daily Delivery Obligation" or "MDDO" shall mean the maximum quantity of gas that Transporter is obligated to deliver at a particular delivery point on a Day, as specified in an executed firm transportation service agreement.

The term "Maximum Daily LNGS Quantity" shall mean the maximum quantity of gas that Transporter is obligated to withdraw from storage for Shipper's account on any Day pursuant to the executed storage agreement.

The term "Maximum Daily Receipt Obligation" or "MDRO" shall mean the maximum quantity of gas that Transporter is obligated to receive at a particular receipt point on a Day, as specified in an executed firm transportation service agreement.

The term "Maximum Daily Transportation Quantity" or "MDTQ" shall mean the maximum quantity of gas that Transporter is obligated to transport each Day for Shipper, as specified in an executed firm transportation service agreement.

The term "Maximum Interruptible Quantity" or "MIQ" shall mean the maximum quantity that a Shipper may nominate under its IT Agreement.

The term "Maximum Loan Quantity" or "MLQ" shall mean the maximum quantity of gas permitted to be in Shipper's account on any Day as Loan Service under Rate Schedule PAL.

The term "Maximum Park Quantity" or "MPQ" shall mean the maximum quantity of gas permitted to be in Shipper's account on any Day as Park Service under Rate Schedule PAL.

The term "Mcf" shall mean 1,000 Cubic Feet of gas.

The term "Month" shall mean the period beginning at 9:00 a.m. CCT on the first day of the calendar month and ending at 9:00 a.m. CCT on the first day of the next succeeding calendar month.

The term "Netting" shall mean the process of resolving imbalances for a Service Requester within an Operational Impact Area. There are two types of Netting:

- (a) Summing is the accumulation of all imbalances above any applicable tolerances for a Service Requester or agent.
- (b) Offsetting is the combination of positive and negative imbalances above any applicable tolerances for a Service Requester or agent.

For Transporter, the definition in (a) above is applicable to the Imbalance Netting provisions set forth in Section 7.5 of Rate Schedule LMS-MA and Section 7.2 of Rate Schedule LMS-PA.

The term "Non-Segmentable OBA" shall mean an Operational Balancing Agreement pursuant to Rate Schedule LMS-MA that is not a Segmentable OBA.

The term "Operational Flow Order(s)" 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.

The term "Operational Impact Area" shall mean a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect. For Transporter, the entire pipeline system will comprise a single Operational Impact Area.

The term "Overlap Priority Percentage" shall mean the scheduling priorities that Transporter is authorized to utilize in the event that overlapping nominations

submitted by the Releasing Shipper and any Replacement Shipper are in excess of the MDTQ of the Releasing Shipper's original contract.

The term "Pipeline Operational Section" shall mean the areas of the pipeline in which Delivery Points can be grouped under a Segmentable OBA and still be points that are segmentable pursuant to Section 19.1 of these General Terms and Conditions. The Pipeline Operational Sections are identified as follows:

- i. From the discharge side of Station 3101 ("Ridgetop") to the suction side of Station 3110 ("Wartburg")
- ii. From the discharge side of Station 3201 ("Lobelville") to the suction side of Station 3216 ("Calhoun")
- iii. Line 3500 ("Murray Extension")
- iv. From the discharge side of Station 3216 ("Calhoun") to the suction side of Station 3110 ("Wartburg") and Station 3308 ("Fordtown")
- v. From the discharge side of Station 3308 ("Fordtown") to the terminus of Transporter's mainline system at Roanoke including Lines 3307B and 3307C
- vi. Line 3400 ("Nora Lateral")
- vii. Line 3600 ("Patriot Extension")
- viii. Line 3700 ("Jewell Ridge")

The term "Pooling Area" shall mean the following points:

- 1) The 3100 Line Pooling Area: all points of receipt beginning from the discharge side of Compressor Station 3101 ("Ridgetop") and ending at the suction side of Compressor Station 3302 ("Boyd's Creek");
- 2) The 3200 Line Pooling Area: all points of receipt from the discharge side of Compressor Station 3201 ("Lobelville") and ending at the 3200 Line suction side of the Topside Junction Metering Control Station ("Topside"); and
- 3) The 3300 Line Pooling Area: all points of receipt downstream of the discharge side of Compressor Station 3302 ("Boyd's Creek"), but not including Line 3700 ("Jewell Ridge").

The term "Posted Point of Restriction" shall mean any point or segment on Transporter's pipeline system for which Transporter has posted on its Web site a reduction of scheduled capacity notice, a notice that the point or segment is scheduled at its capacity, or a notice of expected restrictions due to weather, operating conditions or maintenance.

The term "Qualified End-user" shall mean an industrial user of gas that meets the criteria set forth in Section 5 of Transporter's FT-GS Rate Schedule.

The term "Quick Response" shall mean the NAESB WGQ EDI/EDM response used to communicate validation errors/warnings to a transaction submitted via the corresponding NAESB WGQ EDI/EDM transaction.

The term "Rate Default" shall mean, for index-based capacity release transactions, the non-biddable rate specified in the Release Request to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor shall serve as the Rate Default.

The term "Rate Floor" shall mean, for index-based capacity release transactions, the lowest rate specified in the Release Request in dollars and cents that is acceptable to the Releasing Shipper. The Rate Floor may not be lower than Transporter's minimum reservation rate or zero cents when there is no stated minimum reservation rate.

The term "Release Quantity" shall mean the maximum quantity that a Shipper releases under Sections 17 and/or 18 of Transporter's General Terms and Conditions, whether on a temporary or a permanent basis. The Release Quantity shall be stated in Dth per Day for released transportation and in Dth per Day and Winter Season LNGS Quantity released for LNG storage service.

The term "Releasing Shipper" shall mean any Shipper that releases capacity pursuant to the provisions of Section 17 or 18 of Transporter's General Terms and Conditions.

The term "Replacement Shipper" shall mean any Shipper that purchases temporarily or permanently released capacity pursuant to Section 17 or 18 of Transporter's General Terms and Conditions.

The term "Reverse Flow Nomination" shall mean a nomination in which any portion of the nomination path from the Receipt Point to the Delivery Point is in the opposite direction of the direction of flow of the defined Contract Path. Reverse Flow Nominations do not necessarily constitute a backhaul nomination for purposes of assessing fuel.

The term "ROFR Agreement" shall mean one of the following:

- (1) a firm service agreement under one of Transporter's Rate Schedules, provided that the capacity was not sold as Interim Capacity pursuant to Section 5.8(c) of Transporter's General Terms and Conditions, contracted at the applicable maximum rate for that service either (a) for service for twelve (12) consecutive months or more, or (b) for more than one (1) year for a service which is not available for twelve (12) consecutive months; or
- (2) a firm service agreement under one of Transporter's Rate Schedules, provided that the capacity was not sold as Interim Capacity pursuant to Section 5.8(c) of Transporter's General Terms and Conditions, which firm service agreement is subject to a negotiated or discounted rate that Transporter agrees, on a not unduly discriminatory basis, shall qualify as a

ROFR Agreement, in which case such negotiated or discounted rate agreement shall expressly provide that the firm service agreement qualifies as a ROFR Agreement.

The term "Scheduled Quantity" shall mean the quantity of natural gas that (1) Shipper nominates for receipt at a receipt point (including fuel) or the quantity that Transporter redelivers to Shipper at a delivery point, (2) the Balancing Party confirms pursuant to Section 3 of Transporter's LMS-MA or LMS-PA Rate Schedules, and (3) Transporter schedules for receipt and/or delivery.

The term "Segment Path Rights" shall mean the firm contract rights to which a Shipper is entitled from one Segmentable Point to the next downstream Segmentable Point.

The term "Segmentable Point" shall mean, for purposes of segmentation by nomination, (i) a Delivery Point covered by a Segmentable OBA, (ii) any Receipt Point, or (iii) any interconnection with another pipeline or storage facility.

The term "Segmentable OBA" shall mean an Operational Balancing Agreement pursuant to Rate Schedule LMS-MA which covers only one Delivery Point or which covers two or more Delivery Points provided that (1) there is no Receipt Point located between such Delivery Points either on the mainline or on a lateral that is between such Delivery Points, and (2) all such Delivery Points are physically located within a Pipeline Operational Section.

The term "Shipper" shall mean any party receiving service pursuant to any of Transporter's Rate Schedules.

The term "Shipper's Facilities" shall mean all Shipper's pipes, pipelines, and equipment used for physically handling, transporting, and distributing natural gas to be transported by Transporter.

The term "Summer Season" shall mean the months of April through October.

The term "Total Heating Value", when applied to a Cubic Foot of gas, shall mean the number of Btu's produced by the complete combustion with air at constant pressure of one anhydrous (dry) Cubic Foot of gas under a pressure of 14.73 psia and a temperature of 60 degrees Fahrenheit and when the products of combustion are cooled to the initial temperature of the gas and air and the water formed by combustion is condensed to the liquid state.

The term "Transporter" shall mean East Tennessee Natural Gas, LLC.

The term "Third Party Account Administrator" or "3PAD" shall mean a Title Transfer Tracking Service Provider other than Transporter.

The term "Title Transfer" shall mean the change of title to gas between parties at a location.

The term "Title Transfer Tracking" shall mean the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.

The term "Title Transfer Tracking Service Provider" or "TTTSP" shall mean a party conducting the Title Transfer Tracking activity.

The term "Winter Season" shall mean the Months of November through March.

The term "Winter Season LNGS Quantity" shall mean the maximum quantity of gas which Customer is permitted to have in storage at any given time during the contract Year as specified in the executed service agreement.

The term "Year" shall mean a period of 365 consecutive Days beginning on the date natural gas is first delivered or is to be delivered under the gas transportation or other service contract, whichever is earlier, or on any anniversary thereof; provided, however, that any such year that contains a date of February 29 shall consist of 366 consecutive Days.

2. QUALITY

2.1 The provisions set forth in this Section 2 shall apply to all gas received by Transporter under this Tariff.

- (a) The natural gas shall have a Total Heating Value of not less than 967 British thermal units per Cubic Foot (Btu/cf) and not greater than 1110 Btu/cf of gas volume (measured on a dry basis). The gas shall have a Wobbe Number of not less than 1298 nor greater than 1400 (calculated using Total Heating Value (THV)), dry, under standard conditions at 14.73 psia at 60 degrees Fahrenheit based on the following mathematical definition and in accordance with Section 3 of these GT&C:

$$\text{THV} / \text{Sqrt SG}_{\text{gas}}$$

Where: THV = Total Heating Value (Btu/scf),
SG_{gas} = Specific Gravity, and
Sqrt = Square root of.

Shipper may subject, or permit the subjection of, the natural gas to compression, cooling, cleaning and other processes and helium, natural gasoline, butane, propane, and any other hydrocarbons except methane may be removed prior to delivery to Transporter. In the event that the Total Heating Value of gas, per Cubic Foot, when determined as provided in Section 3.2 hereof, and subject to Section 2.4, falls below 967 Btu/cf, or is above 1110 Btu/cf, Transporter shall have the option to refuse to accept said gas so long as said Total Heating Value remains below 967 Btu/cf or above 1110 Btu/cf, respectively.

- (b) All gas shall be commercially free (at prevailing pressure and temperature in Transporter's pipeline) from objectionable odors, dust, hydrocarbon liquids, water or other solid or liquid matters that might interfere with its merchantability or cause injury to persons or properties or interference with proper operation of the lines, regulators, meters or other appliances through which it flows and which might become separated from the gas in Transporter's facilities, and Transporter may require furnishing, installation, maintenance and operation of such drips, separators, heaters and other mechanical devices as may be necessary to effect compliance with such requirements (the installation of such equipment shall be subject to prior approval of Transporter as to the design and construction of such facilities, which approval shall not be unreasonably withheld).
- (c) All gas shall contain no more than twenty (20) grains of total sulphur, nor more than one fourth (1/4) of one grain of hydrogen sulphide per one

hundred (100) Cubic Feet as determined by methods to be mutually agreed upon.

- (d) All gas shall not exceed one-tenth of one percent (0.1%) by volume of oxygen.
- (e) All gas shall not contain more than four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed three percent (3%) by volume nor shall the total nitrogen content exceed three percent (3%) by volume.
- (f) All gas shall have a temperature of not more than one hundred degrees (100°) Fahrenheit.
- (g) All gas shall have been dehydrated by Shipper for removal of entrained water present therein in a vapor state, and in no event contain more than seven (7) pounds of entrained water per million Cubic Feet, at a pressure base of fourteen and seventy three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60°) Fahrenheit as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.
- (h) All gas shall contain not more than 0.05 gallons per thousand cubic feet ("GPM") of C6+ hydrocarbons at any operating pressure.
- (i) All gas shall not contain, either in the gas or in any liquids with the gas, any microbiological organism, gum, gum-causing constituents, active bacteria or bacterial agent capable of contributing to or causing corrosion and/or operational and/or other problems. Microbiological organisms, bacteria or bacterial agents include, but are not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (APB). Tests for bacteria or bacterial agents shall be conducted on samples taken from the meter run or the appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to Transporter and Shipper which is currently available or may become available at any time.

2.2 The design and construction of any facilities to be installed by Shipper in order to comply with the quality specifications in Section 2.1 shall be approved by Transporter prior to such facilities being placed in service.

2.3 Tests to determine sulphur, hydrogen sulphide, oxygen, carbon dioxide and nitrogen content shall be made by approved standard methods in general use in the gas industry.

- 2.4 Failure to conform to specifications: If the gas offered for transportation to Transporter shall fail at any time to conform to any of the specifications set forth in Section 2.1, then Transporter shall notify Shipper and thereupon may, at Transporter's option, refuse to accept such gas pending correction by Shipper. Upon Shipper's failure to promptly remedy any deficiency in quality as specified in Section 2.1, Transporter may receive such gas and may make changes necessary to bring such gas into conformity with such specifications, and Shipper shall reimburse Transporter for any reasonable expense incurred by Transporter in effecting such changes.
- 2.5 Notwithstanding the exercise by Transporter of the options in Section 2 above, Shipper shall use its best efforts to correct any quality deficiency in the gas tendered for transportation. Further, notwithstanding Transporter's election under Section 2 above, Shipper shall reimburse Transporter for all expenses incurred in repairing injuries to Transporter's facilities resulting from deliveries of gas that do not conform to the quality specifications set forth in Section 2.1.
- 2.6 Transporter shall have the right to collect from all Shippers delivering gas to Transporter at a common Receipt Point their pro rata share of the cost of any additional gas analysis and quality control equipment that Transporter, at its reasonable discretion, determines is required to be installed at such Receipt Point to monitor the quality of gas delivered. With respect to Shippers subject to Rate Schedules IT, IT-L, FT-A, FT-L, and/or FT-GS, the collection shall be by means of an Incidental Charge.
- 2.7 Separation, Dehydration and Processing: If Shipper's gas at a receipt point does not conform to both Section 2.1(a) and (h), Transporter at its reasonable discretion may require that some or all of the gas to be transported be processed to remove liquid and liquefiable hydrocarbons prior to delivery to Transporter or may require evidence that satisfactory arrangements have been made for the removal of liquid and liquefiable hydrocarbons at a separation and dehydration and/or processing plant on Transporter's system. In the event Transporter agrees that separation and dehydration and/or processing will occur after delivery of transportation gas to Transporter, Transporter and Shipper shall determine a mutually agreeable charge for the transportation of liquid and liquefiable hydrocarbons.
- 2.8 Waiver of requirements: Transporter may waive the requirements set forth in this Section 2 in order to allow Shipper to tender or cause to be tendered gas which does not, when injected into Transporter's pipeline, meet the quality specifications set forth in Section 2; provided that acceptance of such gas shall not adversely affect Transporter's system facilities or operations, and further provided that once such gas has been blended, to the extent blending occurs, the commingled gas stream at any delivery point on Transporter's system shall meet the quality specifications set forth in Section 2. Transporter shall post on LINK® any waiver

of Transporter's gas quality requirements. Transporter shall implement this Section 2.8 on a non-discriminatory basis and may cancel any waiver at any time if necessary to assure that the commingled gas stream shall not adversely affect system facilities or operations.

3. MEASUREMENT

- 3.1 Unit of Measurement: The transportation unit of gas received and delivered by Transporter shall be a Dekatherm, unless otherwise indicated in this tariff.
- 3.2 Determination of Volume and Total Heating Value: The volume and the Total Heating Value of gas received and delivered by Transporter shall be determined as follows:
- (a) The unit of volume, for the purpose of measurement, shall be one (1) Cubic Foot of gas at a temperature of sixty degrees (60°) Fahrenheit, and at a pressure of thirty-three hundredths (.33) pounds per square inch above an assumed atmospheric pressure of fourteen and four tenths (14.4) pounds per square inch (fourteen and seventy-three hundredths (14.73) pounds per square inch absolute pressure).
 - (b) The Total Heating Value of the gas per Cubic Foot shall be determined by chromatograph located on Transporter's transmission system, or located so as to measure the heating value of the gas delivered into Transporter's transmission system, or any other method mutually agreed upon.
 - (c) Dekatherms delivered shall be determined by multiplying the Mcf delivered by the ratio of the Total Heating Value of the gas delivered to 1,000. For purposes of this determination the specific gravity and heating value shall be determined at approximately the same time.
 - (d) The temperature of the gas passing through the meters shall be determined by a temperature transducer, other electronic temperature recording device, a recording thermometer, or any other method mutually agreed upon, so installed that it may properly record the temperature of the gas flowing through the meters.
 - (e) The specific gravity of the gas delivered by Transporter shall be determined by a chromatograph or a recording gravimeter, which shall be checked at least once a month, or any other approved method mutually agreed upon.
 - (f) The deviation of the natural gas from Boyle's Law shall be determined by American Gas Association Par Research Project NX-19 or any superseding applicable publications by the American Gas Association.
 - (g) The closing of measurement shall be no later than the fifth (5th) Business Day after the close of the business month.

- 3.3 In the event of a significant decline in the heating value of gas on Transporter's system, Transporter shall not be obligated to deliver more Cubic Feet of gas to any Shipper than the quantity calculated using 1030 Dth per million Cubic Feet, and at such time, Transporter shall meet with Shippers to discuss an appropriate resolution.

4. MEASUREMENT EQUIPMENT

- 4.1 Measuring Station: With respect to gas received or delivered under a Transportation Agreement, unless otherwise mutually agreed upon, all measuring facilities shall be installed, if necessary, owned, maintained and operated by Transporter or Transporter's designee near the Receipt Point(s) and Delivery Point(s). In the event that measurement facilities are not operated by Transporter or by another mutually agreed upon party, the responsibility for such operations shall be deemed to be Shipper's.
- (a) Orifice Meters: Orifice meters, if used, shall be installed, and gas quantities computed, in accord with American National Standard Bulletin ANSI/API 2530, AGA Report No. 3, Orifice Metering of Natural Gas, dated May 16, 1985, and any modification and amendments thereof, and shall include the use of flange connections and straightening vanes.
 - (b) Diaphragm, Rotary or Turbine Meters: Diaphragm or Rotary meters, if used, shall be installed and gas quantities computed, in accordance with generally accepted industry practices. Turbine meters shall be installed in accordance with AGA Report No. 7 (latest edition) with quantities computed in accordance with generally accepted industry practices.
 - (c) Electronic Flow Computers: The use of electronic or other types of flow computers is required, unless otherwise mutually agreeable, and such shall be installed, and quantities calculated, in accord with generally accepted industry practices.
 - (d) New Measurement Techniques: If, at any time, a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or technique may be substituted upon mutual agreement thereto by the parties.
- 4.2 Right to be present: Transporter and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas under the transportation contract. The records from such measuring equipment shall remain the property of their owner, but, upon request, each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.

4.3 Care required: All installations of measuring equipment applying to or affecting deliveries of gas shall be made in such manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. Care shall be exercised by both parties in the installation, maintenance and operation of pressure-regulating equipment so as to prevent any inaccuracy in the determination of the quantity of gas delivered under the transportation contract.

4.4 Calibration and test of meters: The accuracy of Transporter's or Shipper's measuring equipment shall be verified at reasonable intervals and, if requested, in the presence of representatives of the other party, but neither party shall be required to verify the accuracy of such equipment more frequently than once in any thirty-day period. In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for, shall be borne by the requesting party if the measuring equipment tested is found to be in error not more than two percent (2%).

If, upon test, any measuring equipment is found to be in error by not more than two percent (2%), previous recordings of such equipment shall be considered accurate in computing deliveries of gas, but such equipment shall be adjusted at once to record accurately.

If, upon test, any measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%), at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period that is known definitely, but in case the period is not known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of last test, not exceeding a correction period of sixteen days.

4.5 Correction of metering errors - failure of meters: In the event a meter is out of service or registering inaccurately, the volume of gas delivered shall be determined:

- (a) by using the registration of any check meter or meters, if installed and accurately registering; or, in the absence of (a);
- (b) by correcting the error if the percentage of error is ascertainable by calibration, tests, or mathematical calculation; or, in the absence of both (a) and (b), then;
- (c) by estimating the quantity of delivery by deliveries during periods under similar conditions when the meter was registering accurately.

- 4.6 Correction of metering errors - adjustments: A measurement data correction shall become a prior period adjustment (PPA) after the fifth (5th) Business Day following the production month. A measurement prior period adjustment shall be treated by taking it back to the production month. Measurement data corrections should be processed within 6 months from the production month with a 3 month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods. In the case of above corrections made, the period for resolving corrections will be tolled until the correction is settled.
- 4.7 Preservation of metering records: Transporter and Shipper shall each preserve for a period of at least one year all test data, charts and other similar records.

5. CONTRACTING FOR SERVICE

- 5.1 (a) Specific requests for information concerning service(s) should be directed to:

East Tennessee Natural Gas, LLC
Contract Administration
P.O. Box 1642
Houston, Texas 77251-1642
1-800-827-LINK or in Houston, 713-989-LINK
Telecopy: (713) 627-5041

- (b) All Shippers/Balancing Parties requesting a new service or an amendment to an existing service must be a LINK® System User pursuant to Section 23 of these General Terms and Conditions and must submit a request for service electronically via the LINK® System. No request for service will be processed until the information required pursuant to Sections 5.2 and 6 of these General Terms and Conditions has been provided. In the event that a request for service is ultimately rejected by Transporter, Transporter shall notify the affected Shipper/Balancing Party via e-mail of the reason(s) for such rejection.
- (c) A requested change in service, including a change of Receipt Point(s) and/or Delivery Point(s) that is (i) fully processed by Transporter, (ii) accepted by Transporter or, for requested Receipt Point and/or Delivery Point changes, awarded to Shipper pursuant to Sections 5.7 and 5.8 herein and (iii) reflected in an executed Service Agreement, shall be deemed to have the full force and effect of the underlying service agreement.

5.2 Request for Service.

- (a) A request for a new service or an amendment to an existing service shall contain the information identified on the Request for Service Information List posted on Transporter's Internet Web site, as such list may be amended from time to time. Requests to amend existing service that will affect a Shipper's financial obligations to Transporter are referred to as Billing Amendments. Requests to amend existing service that will not affect a Shipper's financial obligations (including, but not limited to, Shipper's requests for new Receipt Point(s) and/or Delivery Point(s) under the same service agreement) to Transporter are referred to as Non-Billing Amendments.
- (b) A Shipper requesting a new service or a Billing Amendment shall also provide to Transporter, within ten (10) Business Days of the submittal of

the request, any credit information required to be provided pursuant to Section 6 of these General Terms and Conditions.

- (c) A Shipper requesting a new service, a Billing Amendment or a Non-Billing Amendment shall also provide to Transporter, within ten (10) Business Days of Transporter's request, such other information (if any), in writing, as may be required to comply with regulatory reporting or filing requirements.
- (d) If Shipper does not submit the information required or requested in Sections 5.2(b) and 5.2(c) above, as applicable, within the required timeframes, the request for service shall be rejected by Transporter. In addition, Transporter shall reject any request for service created in the LINK® System by Shipper, but not submitted to Transporter within ninety (90) days of Shipper's creation of such request.

5.3 [Reserved for Future Use]

5.4 [Reserved for Future Use]

5.5 Transporter shall not be required to perform the requested service in the event all facilities (except, and limited to, minor taps) necessary to render the requested service do not exist at the time the request is made. However, Transporter and Shipper may agree to the construction of the new facilities necessary to render such service.

5.6 No request for service from a Receipt Point or to a Delivery Point shall be granted if to do so would impair Transporter's ability to render services pursuant to Transporter's firm service rate schedules.

5.7 Changing Primary Receipt and Delivery Points

- (a) Shipper may submit a request to change the Primary Receipt or Delivery Points under its FT-A, FT-L, or FT-GS Agreement (including redistributing the Maximum Daily Receipt Obligation or Maximum Daily Delivery Obligation, as applicable, among points). Such request must be submitted to Transporter via the LINK® System. Requests for Primary Receipt and Delivery Point amendments pursuant to this section shall be given priority over all interruptible service requested through such points. The amendment shall not have any priority over any outstanding requests for firm transportation service requesting such points as primary points. Shipper shall lose its priority at previously designated Primary Receipt and/or Delivery Points to the extent that the amendment reduces the MDRO or MDDO, as applicable, at any such previously designated primary point. Both the total quantity specified for all Primary Receipt

Points and the total quantity specified for all Primary Delivery Points shall equal the Maximum Daily Transportation Quantity stated in the FT-A, FT-L, or FT-GS Agreement. Once Transporter has awarded the capacity to Shipper, Transporter and Shipper shall promptly execute a revised Exhibit A to the affected FT-A, FT-L, or FT-GS Agreement.

- (b) (1) Transporter will evaluate requests to amend Primary Receipt and/or Primary Delivery Points and will award capacity in an open season held pursuant to Section 5.8 below.
- (2) Transporter may refuse a request for amendment of Primary Receipt and/or Primary Delivery Points to the extent sufficient capacity is not available at the requested point(s) or if the requested amendment:
 - (i) impairs Transporter's ability to provide firm service to other Shippers, has the effect of causing Transporter's existing Shippers to lose access to gas supplies or deprives existing Shippers of their ability to utilize the capacity for which they have paid;
 - (ii) adversely affects the operational integrity of the system;
 - (iii) reduces the reservation charges applicable to the agreement;
 - (iv) is subject to mainline bidding and/or a Shipper's right of first refusal; or
 - (v) is subject to Transporter's reservation of capacity pursuant to Section 5.8(b)(3) below.

If Transporter rejects any request for a primary point change, Transporter will notify the requesting Shipper via email of its reason(s) for such rejection.

5.8 Allocation of Firm Capacity

(a) Existing Capacity

- (1) Firm capacity that is or becomes available on Transporter's system from time to time shall be posted on Transporter's Internet Web site pursuant to Section 284.13(d)(1) of the Commission's regulations and shall be allocated pursuant to the procedures set forth in this Section 5.8. Transporter will post available capacity before it provides such information to any potential Shipper. This Section 5.8 shall apply to requests for new service, and to requests submitted pursuant to Section 5.7 above to change Primary Receipt or Primary Delivery Points, and the related allocation of capacity.

- (2) Upon receipt of a valid request for firm service pursuant to Section 5.9 with a term greater than thirty (30) Days for which Transporter determines capacity is available to satisfy any such request, Transporter shall post notices for solicitation of bids in an open season for service to start immediately or in the future. For valid requests for firm service pursuant to Section 5.9 with a term of thirty (30) Days or less for which Transporter determines capacity is available to satisfy any such request and such capacity has been posted as available capacity for at least seven (7) Business Days, Transporter shall have the right, but shall not be obligated, to post notices for solicitation of bids in an open season on such capacity. The open season may include generally available unsubscribed capacity; and/or capacity under expiring or terminating service agreements, to the extent such agreements do not have a right of first refusal or the subject shipper does not exercise the right of first refusal, and/or proposed capacity attributable to construction pursuant to Transporter's blanket certificate in Docket No. CP00-261-000.
- (3) The open season notice will include the following information:
 - (a) the location of the available capacity;
 - (b) the total quantity, unless such quantity is not known or knowable;
 - (c) the date capacity is available; and
 - (d) the dates on which the open season begins and ends.

Transporter will attempt to structure any such open season posting pursuant to this Section 5.8 so as not to identify specifically the Shipper or potential Shipper submitting the request and/or the specific location of the market(s) to be served.

- (4) For any open season conducted pursuant to this Section 5.8(a) for service with a term of less than ninety (90) Days, the open season will be conducted for a duration of one (1) Business Day. For an open season under this Section 5.8(a) for service with a term equal to or greater than ninety (90) Days, the open season will be conducted for a duration of (i) five (5) Business Days from the posting of the notice of request for service for the capacity or (ii) seven (7) Business Days from the date the capacity in question was first posted as being available for contracting, whichever is the

later calendar date. In no event shall the open season be held for a period greater than one (1) calendar month.

- (5) Bidders who desire service to be provided in whole or in part by the capacity posted pursuant to this Section 5.8(a) must submit bids for such capacity online via the LINK® System.
- (6) To be a valid bid, a bid must comply with the bid requirements set forth in Section 5.8(a)(5). In addition, the bidder must provide all information and data required by Sections 5.2 and 6 of these General Terms and Conditions. Transporter reserves the right to reject any bid (i) that contains a rate that is less than maximum rate, (ii) that may adversely affect the operational integrity of Transporter's system, (iii) that does not satisfy all the terms of the applicable posting, (iv) for which the requesting Shipper does not demonstrate creditworthiness pursuant to Section 6 of the General Terms and Conditions, and/or (v) that contains terms and conditions other than those provided for in Transporter's FERC Gas Tariff. If Transporter rejects any request for available capacity posted pursuant to this Section 5.8, Transporter will notify the bidder via e-mail of its reason(s) for such rejection. All requests received during an open season remain binding on the requesting party through the end of the open season unless withdrawn by the requesting party prior to the close of the open season provided, however, a requesting party may withdraw its previous request and submit a request with a higher net present value during the open season, but neither the requesting party nor an affiliate thereof may submit a request with a lower net present value during the open season.
- (7) Determination of Best Bid.
 - (i) All open seasons shall end at 2:00 p.m. CT not less than one (1) Business Day prior to the date service would be available. At the close of the bidding period for any open season held pursuant to this Section 5.8, Transporter shall select from among all valid bids the "best bid," as determined pursuant to this Section 5.8(a)(7) and, if applicable, Section 5.8(a)(8). Transporter shall review all bids received from bidders that have not been rejected by Transporter pursuant to Section 5.8(a)(6) above, to determine which bid is the "best bid." For purposes of this Section 5.8, the "best bid" shall be the bid which yields to Transporter the highest net present value. Net present value shall be calculated on the basis of the quantity, rate

and term reflected in the bid, as adjusted by the discount factor, as of the date of the bid evaluation, calculated in accordance with Section 154.501(d) of the Commission's regulations, except that under a negotiated rate agreement with a minimum quantity, the net present value evaluation shall also include the fixed cost component of the usage revenue at the minimum quantity. In determining the highest net present value in connection with a Shipper paying a negotiated rate higher than the maximum recourse rate, such negotiated rate Shipper paying a rate higher than the maximum recourse rate will be deemed to be paying a rate equal to the maximum recourse rate.

- (ii) In determining the "best bid," any request to add or change a Receipt Point and/or a Delivery Point will be considered to have a net present value of zero (0) when comparing such requests to other requests for service and awarding capacity unless the Shipper has agreed in conjunction with its request to (i) increase its MDTQ, (ii) increase the rate Shipper is currently paying to Transporter, if such rate is less than the applicable maximum rate, and/or (iii) extend the term of its firm service agreement in which case Transporter shall consider the terms of such MDTQ increase, rate increase and/or contract extension when calculating the net present value. In the event that a request to add or change a Receipt Point and/or a Delivery Point results in a bid(s) that yields a net present value that is greater than zero ("Positive NPV Bid"), Transporter shall award the capacity to the bid which yields to Transporter the highest net present value. In the event that no Positive NPV Bid(s) is received by Transporter or point capacity remains after Transporter has awarded capacity to or among the Positive NPV Bid(s), Transporter shall award the remaining point capacity to the firm Shipper whose request to change its primary point(s) was received first-in-time by Transporter.

In the event the winning bidder is not the requesting party, the winning bidder must submit a request for service and the winning bidder shall be required to comply with the provisions of this Section 5; if the winning bidder does not execute the service agreement as required by Section 5.10 below, such winning bidder shall nonetheless be bound by the terms of its winning bid and the provisions of such service agreement as though it had been fully executed. If

Transporter is unable to approve the winning bidder's request for service, the capacity shall be awarded to the party that submits the next highest bid for the posted capacity, subject to the requirements of Section 5.2 above, unless, within one (1) Business Day of notification of the award of capacity, such party provides Transporter with written notification that it rejects such award.

- (8) The Risk of Default Factor shall be one (1) minus the differential between (i) the bidder's probability of default which is calculated by extrapolating to the maximum bid term to be used for bid evaluation purposes, using Standard & Poor's ("S&P") most recent "Cumulative Average Default Rates by Rating Modifier" table ("S&P Table"), and (ii) the indicated probability of default for a bidder with a credit rating at or above the credit ratings listed in Section 5.8(a)(8)(i) for a like term. In addition, the Risk of Default Factor shall only be applied to existing unsubscribed capacity and shall not be applied to any bidders that have a credit rating at or above those credit ratings listed in Section 5.8(a)(8)(i) below, or whose parent company or guarantor has such a credit rating, provided that such parent company or guarantor has provided a guarantee for all of the obligations under the specific service agreement at issue pursuant to Section 5.8(a)(8)(iii)(1). The application of the Risk of Default Factor is governed by the following:

- (i) A bidder with a credit rating below (a) an S&P rating of BBB-, (b) a Moody's rating of Baa3, (c) a Fitch rating of BBB-, or (d) a Dominion Bond Rating Service rating of BBB (Low), and who does not have a parent company or guarantor with a credit rating at or above those credit ratings just listed, provided that such parent company or guarantor provides a guarantee for all of the obligations under the specific service agreement at issue pursuant to Section 5.8(a)(8)(iii)(1), shall have a probability of default of zero for bidding purposes if such bidder indicates on its bid form that it will post sufficient collateral to equal the difference between (i) the net present value of the revenue in the bid, adjusted by the bidder's Risk of Default Factor (assuming that it would be applied), and (ii) the net present value of a bid from a bidder with a minimum rating(s) equal to the above rating(s) herein with the same term, and such bidder does subsequently post such collateral as specified in Section 5.8(a)(8)(vii). For these bid evaluation purposes, collateral is defined as a letter of credit from a

financial institution with at least an A- rating, or a cash deposit. Collateral will be capped, for purposes of the bid evaluation, at 50% of the revenue for the term included in the bidder's bid.

- (ii) For a bidder described in Section 5.8(a)(8)(i) that does not indicate on its bid form that it will post such collateral, Transporter will adjust the bid by applying the Risk of Default Factor derived from the S&P Table, as set forth in Section 5.8(a)(8). Although a bidder under this Section 5.8(a)(8)(ii) is not posting sufficient collateral to satisfy the requirement set forth in Section 5.8(a)(8)(i) above, such a bidder nevertheless may increase the net present value of its bid by posting some collateral but less than the amount described above in Section 5.8(a)(8)(i) which must be in a form allowed under Section 5.8(a)(8)(i) contemporaneously with submitting its bid in the open season, provided that such bidder cannot increase the net present value of the bid to greater than the net present value of the same bid if the bidder had posted the collateral described in Section 5.8(a)(8)(i).
- (iii) The following rules will apply to ratings for purposes of evaluating multiple bids as part of the NPV bid evaluation process:
 - (1) Substitute Ratings. Transporter will substitute the credit rating of a bidder's guarantor or parent company, whichever is higher, provided that such guarantor or parent company has provided a guarantee for all of the obligations under the specific service agreement at issue and satisfies the requirements of Section 6.2(d).
 - (2) Equivalent Ratings. For any bidder that does not have, or whose parent company or guarantor does not have, a credit rating from one or more of the credit rating agencies noted above, Transporter will assign an equivalent rating using a credit scoring methodology, applied on a non-discriminatory basis, provided such parent company or guarantor has provided a guarantee for all of the obligations under the specific service agreement at issue.
- (iv) Releasing shippers who propose to release capacity for a term of more than one year will have the option of specifying, pursuant to the capacity release procedures in

Section 17, that the same NPV and Risk of Default processes as set forth herein will be used by Transporter when evaluating bids by replacement customers for such released capacity. If a releasing shipper makes such an election, Transporter will follow the time line for non-standard capacity release bid evaluation.

- (v) All credit ratings shall be determined as of the last day of the Open Season for the pipeline capacity at issue, and in the event a bidder is rated by two or more rating agencies and there is a split rating between rating agencies, the lowest rating applies.
 - (vi) For any bid submitted with a term of fifteen (15) years or longer, Transporter will apply the 15-year Risk of Default factor from the S&P Table.
 - (vii) It is a condition of any capacity award under the foregoing bid evaluation process that the winning bidder post any collateral indicated on its bid form within five (5) business days of the notice of award, and Transporter shall have the right to reject and/or terminate any award for failure of a bidder to do so. If a bidder fails to post such collateral, Transporter shall have the right to require that such bidder post collateral contemporaneously with any future bid(s) or provide other credit assurance of a type reasonably acceptable to Transporter given the financial obligations associated with the particular award.
 - (viii) Transporter will provide interest on the collateral in accordance with Section 6.2.
- (9) In the event Transporter receives two (2) or more bids that qualify as the "best bid" (i.e., two (2) or more bids that produce an equivalent net present value), capacity subject to the open season will be allocated between or among such requests pro rata based on the MDTQ requested; provided, however, if one or more party(ies) is offered capacity on a pro rata basis pursuant to this Section 5.8(a)(9) and any party declines, by notifying Transporter via the LINK® System within one (1) Business Day, to enter into a service agreement for such capacity, such party's request shall be rejected by Transporter and the capacity will be reallocated among any remaining requests which produce an equivalent net present value.

(10) Within twenty-four (24) hours after an award of capacity under this Section 5.8, Transporter shall post on the LINK® System the best bid(s), showing the net present value for such best bid(s). In the event the winning bidder is not the Shipper or potential Shipper that submitted the request for service which caused the open season to be held, such winning bidder must submit a request for service pursuant to Section 5.2(a) of these General Terms and Conditions. In the event the best bid is a discounted rate that is less than the applicable maximum tariff rate and Transporter accepts a bid at less than the maximum rate as the winning bid, then the bidder must submit a discount request online via the LINK® System and Transporter must approve such discount request pursuant to the provisions of Section 41 of these General Terms and Conditions in order for such rate to become effective.

(b) Expansion Capacity

(1) Transporter shall post notices pursuant to this Section 5.8(b) for solicitation of bids in an open season for significant mainline or lateral capacity expansion projects on its system; provided, however, that an open season held pursuant to this Section 5.8(b) shall not be required for capacity attributable solely to facilities which Transporter is willing to construct pursuant to Transporter's blanket authorization ("blanket facility capacity"), such blanket facility capacity shall rather be available for contracting pursuant to Section 5.8(a) above.

(2) The open season notice will identify:

- (a) the location of the capacity or proposed expansion;
- (b) the total quantity, unless such quantity is not known or knowable;
- (c) whether Transporter will offer rate incentives in exchange for an early commitment to the expansion project and, if so, a description of the circumstance(s) under which such incentives would be offered;
- (d) the methodology to be used by Transporter in selecting the best bid(s) in the event that Transporter is unwilling or unable to award capacity pursuant to all bids tendered to Transporter;
- (e) the date capacity is proposed to be available; and

- (f) the dates on which the open season begins and ends.
- (3) To the extent Transporter has (i) available capacity or (ii) capacity under expiring or terminating service agreements where such capacity is not subject to a right of first refusal or shipper does not exercise its right of first refusal, Transporter reserves the right, but shall not be obligated, to reserve such capacity for a future expansion project. Transporter may reserve capacity for a future expansion project for which an open season has been held or will be held within twelve (12) months of the date that Transporter posts such capacity as being reserved. Any capacity reserved pursuant to this Section 5.8(b)(3) must first be posted as available capacity on Transporter's Web Site for at least five (5) Business Days. Such posting will indicate that Transporter plans to reserve the posted capacity for a future expansion project to the extent that the posted capacity is not acquired by Shippers or potential Shippers during the open season for capacity to be reserved.

Any minimum terms and conditions imposed in an open season for capacity to be reserved must not materially differ so as to be more restrictive than the terms and conditions imposed in the expansion project open season. In the event that a subsequent expansion project open season imposes minimum terms and conditions that are materially different from the minimum terms and conditions imposed for the reserved capacity open season, Transporter shall hold another open season for the reserved capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season.

Any capacity reserved under this Section 5.8(b)(3) may be reserved for up to twelve (12) months prior to the time Transporter files for certificate approval for proposed construction of a related project and thereafter until all expansion facilities are placed into service. Any capacity reserved under this Section 5.8(b)(3) shall be made available, pursuant to the provisions of Section 5.8(c) of these General Terms and Conditions, for transportation service on an interim basis up to, but not including, the in-service date of the related expansion project(s). For such interim service, Transporter reserves the right to limit any Shipper's renewal rights that might otherwise apply to such service, including Shipper's right of first refusal, if applicable. Any capacity reserved for a future expansion project that does not go forward for any reason shall be reposted as generally available within thirty (30) days of the date the capacity becomes available.

- (4) Solicitation for Turnback Capacity. Transporter will conduct a solicitation for Turnback Capacity ("reverse open season") related to any expansion project open season conducted pursuant to Section 5.8(b) (it being understood that solicitation of Turnback Capacity will only occur in instances where redundant construction could be avoided through the use of Turnback Capacity). No later than 90 days after the close of the expansion project open season, Transporter will post a notice of the reverse open season on the LINK® System. The notice of the reverse open season will include the following information:
- (a) identification of the related open season;
 - (b) the dates on which the reverse open season begins and ends;
 - (c) the purpose of, and the benefits to be derived from, the reverse open season;
 - (d) a description of the criteria that the Shipper's capacity must meet in order to be considered as part of the reverse open season;
 - (e) whether the reverse open season is binding or non-binding; and
 - (f) any other information necessary to describe the reverse open season.
- (c) Interim Service. Capacity that is under contract for a future period pursuant to Section 5.8(a), Section 5.8(b) or Section 5.9(b) will be made available on an interim basis up to the service commencement date of such contract for a future period ("Interim Capacity") and will be sold pursuant to the provisions of Section 5.8(a) above. The availability of Interim Capacity, including any limitations on the renewal rights for such capacity, will be posted on Transporter's LINK® System in accordance with Section 5.8(a)(1). Any party desiring to submit a bid for such Interim Capacity must submit its bid online via the LINK® System in accordance with the provisions of Sections 5.8(a)(5) and 5.8(a)(6). Such Interim Capacity shall be available for bidding for at least one (1) Business Day, as set forth in Section 5.8(a)(4) above. Transporter shall award the Interim Capacity and post a notice of the winning bid(s) on the LINK® System, in accordance with Sections 5.8(a)(7) through 5.8(a)(10). The right of first

refusal will not be applicable to any service agreement entered into pursuant to this Section 5.8(c).

5.9 Prospective Sale of Available Capacity and Minimum Terms of Any Awards.

- (a) Unless otherwise agreed by Transporter, Shipper may request available capacity for service to commence at a future date only within the following timelines:
 - (1) For service for a contract term of less than ninety (90) Days, the requested service shall commence no later than five (5) days from the date the capacity is awarded;
 - (2) For service for a contract term of ninety (90) Days or more but less than one (1) Year, the requested service shall commence no later than thirty (30) days from the date the capacity is awarded; and
 - (3) For service for a contract term of one (1) Year or longer, the requested service shall commence no later than six (6) months from the date the capacity is awarded.
- (b) Transporter may consider, on a not unduly discriminatory basis, a request for firm service outside the time periods specified in Section 5.9(a), if the request involves any of the following circumstances:
 - (1) The request is for capacity pursuant to an open season initiated by Transporter pursuant to Sections 5.8(b) and 5.8(c); or
 - (2) The request involves capacity that is available due to the termination of an existing contract or the reduction of contracted volume under an existing contract; or
 - (3) The request involves the modification or construction of facilities or the issuance of any necessary certificate authorization.
- (c) In the event that Transporter allows a variation from the schedule or minimum terms specified in Section 5.9(a), in accordance with the circumstances described in Section 5.9(b)(1)-(3) or otherwise, the details of the variation will be included in the notice of the open season. In addition, unless otherwise agreed to by Transporter, all awards of capacity must be for continuous service at a constant MDTQ and at maximum rates for the entire term of the service. Any deviations from the schedule or minimum terms specified in Section 5.9(a) shall only be done in a not unduly discriminatory manner consistent with Commission regulations.

5.10 Execution of Service Agreements and Amendments

- (a) A service agreement and/or an amendment to an existing service agreement shall be executed, as specified in this Section 5.10, by Shipper and Transporter following the award of the capacity and the completion of the approval process.
- (b) All interruptible service agreements, all interruptible service agreement amendments, all firm service agreements with a term of two (2) Years or less and all amendments for firm service agreements with a term of two (2) Years or less shall be executed electronically via the LINK® System by Shipper and Transporter; any agreement that is executed in full utilizing electronic transmission through the LINK® System is a valid and enforceable contract that is binding on all parties. All firm service agreements with a term of more than two (2) Years and all amendments to firm service agreements with a term of more than two (2) Years shall be executed in writing. A Service Agreement shall be executed and, if required to be executed in writing, returned to Transporter, within fifteen (15) days of the tender of a service agreement by Transporter.
- (c) For each of Transporter's firm Rate Schedules, the service agreement executed in writing or electronically via the LINK® System, as applicable, by Shipper and Transporter, the Exhibit(s) executed by Transporter and Shipper, the applicable rate schedule, the General Terms and Conditions of this FERC Gas Tariff, and any applicable negotiated rate or discount agreement will comprise the entire agreement between Shipper and Transporter.
- (d) For each of Transporter's interruptible Rate Schedules, the service agreement executed electronically via the LINK® System by Shipper and Transporter, the Exhibit(s) executed by Transporter and Shipper, the applicable rate schedule, the General Terms and Conditions of this FERC Gas Tariff, and any applicable negotiated rate or discount agreement will comprise the entire agreement between Shipper and Transporter.

5.11 Extension of Service Agreements

Prior to the expiration of the term of a Part 284 service agreement and prior to Transporter's posting the availability of capacity under Transporter's Right of First Refusal provisions, if applicable, Transporter and Shipper may mutually agree to an extension of the term of the service agreement (the exact length of which is to be negotiated on a case-by-case basis, in a not unduly discriminatory manner).

6. CREDIT REQUIREMENTS

- 6.1 Transporter's acceptance of a request for new service or a request resulting in a Billing Amendment under any Rate Schedule set forth in Transporter's FERC Gas Tariff is contingent upon Shipper satisfying a credit appraisal by Transporter. Transporter shall apply, on a non-discriminatory basis, consistent financial evaluation standards to determine the acceptability of Shipper's overall financial condition. Transporter shall not use any criteria, formula, ranking system or other methodology that would give any preference or advantage to an affiliate of Transporter. Such credit appraisal and any further or on-going credit appraisal as may be necessary shall be based upon the following information and criteria:
- (a) Shipper shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss Shipper's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available. Transporter shall determine the acceptability of the Shipper's overall financial condition;
 - (b) Shipper shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted in accordance with Section 6.1(a) must show that Shipper's obligations are being paid on a reasonably prompt basis;
 - (c) Shipper shall confirm in writing that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurance that the service billing will be paid promptly as a cost of administration under the Federal Court's jurisdiction;
 - (d) Shipper shall confirm in writing that Shipper is not aware of any change in business conditions which would cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an ongoing business entity;
 - (e) If Shipper has an on-going business relationship with Transporter, no delinquent balances should be outstanding for services provided previously by Transporter and Shipper must have paid its account during the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract; and

- (f) Shipper shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.

6.2 Upon notification by Transporter that a Shipper has failed to satisfy the credit criteria or subsequently during the term of the service agreement no longer satisfies the credit criteria, such Shipper may still obtain credit approval by Transporter if it pays any outstanding balances due Transporter for service rendered or has complied with Section 16 of the General Terms and Conditions with regard to such balances and elects to provide one of the following forms of security:

- (a) an advance deposit;
- (b) a standby irrevocable letter of credit, acceptable to Transporter, issued by a financial institution that satisfies Transporter's credit appraisal;
- (c) security interest in collateral found to be satisfactory to Transporter; or
- (d) a guarantee, acceptable to Transporter, by another person or entity which satisfies Transporter's credit appraisal.

Transporter shall provide such Shipper with a written statement supporting Transporter's request for the security amount requested at the time such security is requested. If Transporter rejects the security provided by Shipper in accordance with Section 6.2(b)-(d) above, Transporter shall re-issue its request for the security and include a written explanation for the rejection of the security previously provided by Shipper. For a new Shipper or a Shipper requesting a Billing Amendment, such security shall be calculated as follows:

- (1) For firm transportation or storage service, an amount equal to the three (3) highest Months' worth of reservation charges at the applicable maximum recourse rate during a contract Year;
- (2) For interruptible transportation or storage service, an amount equal to fifteen (15) Days of usage per Month for three (3) Months multiplied by the arithmetic average of the applicable commodity rate(s), multiplied by Shipper's Maximum Interruptible Quantity;
- (3) For Park and Loan service, the applicable maximum Park and Loan Daily Charge multiplied by Shipper's Maximum Park Quantity or Maximum Loan Quantity, as applicable, plus the value of any quantity to be loaned to Shipper;
- (4) For Capacity Release Umbrella agreements, Transporter will accept any collateral amount submitted by Shipper in relation to the request for the capacity release umbrella agreement; however, Shipper will be required to comply with all of Transporter's credit requirements at such time as

Shipper submits a bid to acquire released capacity pursuant to Section 3.14 of the General Terms and Conditions of this FERC Gas Tariff;

- (5) For other agreements (e.g., Operational Balancing Agreement), an estimated imbalance quantity of 5,000 Dth per Month for three (3) Months multiplied by the average of Transporter's cashout prices for the latest three (3) Months.

For an existing Shipper, such security shall be equal to the highest three (3) Months of activity (based on usage of in-kind and loan agreements and the billed amounts, including cashout amounts, for all other agreements) for all of Shipper's active service agreements during the previous twelve (12) Months. For the purposes of this section, the term "in-kind agreement" does not include Fuel Reimbursement.

With respect to a request for new service or a request resulting in a Billing Amendment, the security required by Transporter pursuant to this Section 6.2 must be received by Transporter within ten (10) Business Days of Transporter's written notification to Shipper, otherwise, such request will be rejected by Transporter. With respect to an existing service agreement, Shipper must tender (i) an advance payment equal to the highest Month of activity (based on usage of in-kind and loan agreements and the billed amounts, including cashout amounts, for all other agreements) for all of Shipper's active service agreements during the previous twelve (12) Months within five (5) Business Days of Transporter's notification, and (ii) the security required by this Section 6.2 within thirty (30) days of Transporter's notification. If such advance payment or security is not received within the specified time period(s), then Transporter may immediately suspend service, and may terminate Shipper's service agreement(s) upon thirty (30) days' notice to Shipper and the Commission.

Security in the form of an advance deposit shall accrue interest to the benefit of Shipper from the date Transporter receives such deposit. Interest on such advance deposits shall be calculated monthly at the most recently established 91-day Treasury Bill auction rate, as published in The Wall Street Journal. Alternatively, a Shipper providing security in the form of an advance deposit may deposit such security into an interest-bearing escrow account, established by Shipper at Shipper's expense, to which account Transporter shall have unrestricted access in the amount of an invoice upon presentment of an invoice for the payment of services provided to Shipper.

- 6.3 Once every twelve (12) months, Shipper shall provide Transporter with updated financial information in the form required in Section 6.1 above. In addition, if Transporter becomes aware that there may be a potentially material change in the financial condition of an existing Shipper, Transporter shall require Shipper to promptly resubmit all of the financial information required in Section 6.1 above. Transporter shall re-evaluate Shipper's creditworthiness based upon the updated

information provided by Shipper pursuant to Section 6.1 above. If Shipper's credit standing ceases to meet Transporter's credit requirements at any time during the period of service, then Transporter has the right to require security as specified in Section 6.2 above. If the credit standing of any entity issuing a letter of credit and/or guaranty in support of Shipper's obligations ceases to meet Transporter's credit appraisal at any time during the period of service, then Transporter has the right to require Shipper to provide replacement security that satisfies the requirements of Section 6.2 above.

- 6.4 In the event any information provided by Shipper pursuant to Sections 5.2 and 6.1 with respect to a request for new service or a request that would result in a Billing Amendment materially changes prior to execution of the new service agreement or Billing Amendment, as applicable, or Shipper learns that such information may materially change prior to execution of the service agreement or Billing Amendment, as applicable, Shipper shall be obligated to provide written notice of such material changes to Transporter. Transporter shall require Shipper to resubmit all of the financial information required in this Section 6 within ten (10) Business Days of the identification of the material change. If such updated financial information is not received within ten (10) Business Days, the request for service will be rejected by Transporter. Transporter shall re-evaluate Shipper's creditworthiness based upon the updated information provided by Shipper pursuant to this Section 6.

7. TERMINATION OF AGREEMENTS

7.1 [Reserved for Future Use]

7.2 [Reserved for Future Use]

7.3 Termination of Long Term Firm Service Agreements. If a Shipper, pursuant to the terms of an FT-A, FT-GS, FT-L, or LNGS Service Agreement, elects to terminate its agreement or exercise its right of first refusal thereunder, the capacity under such agreement shall be made available in accord with the following:

- (a) If Shipper elects, pursuant to the applicable notice requirement included in Shipper's Service Agreement, to terminate its service agreement, whether such termination is applicable to the full or only a volumetric portion of the Maximum Daily Transportation Quantity of the service agreement, the availability of the capacity will be posted on LINK® and will be allocated pursuant to the open season provisions specified in Section 5.8 of these General Terms and Conditions. Any such volumetric termination shall reduce the MDRO and MDDO rights, as applicable, specified in Shipper's service agreement based on the ratio of the volumetric quantities to be terminated and the Maximum Daily Transportation Quantity in effect immediately prior to the termination, effective on the date such reduction is effective. In the event that Shipper elects to terminate, either at the end of the stated primary term or any extension thereof, pursuant to the applicable terms and notice requirements included in the service agreement, only a volumetric portion of its Maximum Daily Transportation Quantity included in such service agreement, then Shipper's prior written notification to Transporter of its intention to partially terminate such service agreement must expressly state (i) the volumetric quantity of the Maximum Daily Transportation Quantity Customer is terminating; and (ii) the volumetric quantity of the Maximum Daily Transportation Quantity Customer is retaining. To the extent that Shipper delivers to Transporter a valid notice pursuant to this Section 7.3(a), Shipper thereafter shall have no right of first refusal pursuant to Section 7.3(b) below with respect to the volumetric portion of the Maximum Daily Transportation Quantity terminated pursuant to this Section 7.3(a). Shipper will continue to have a right of first refusal for that volumetric portion of the Maximum Daily Transportation Quantity not terminated pursuant to this Section 7.3(a). In the event Transporter and Shipper do not execute a new service agreement pursuant to the provisions of this Section 7.3, Transporter shall have all necessary pregranted abandonment authorization as to any portion of the contractual quantity which is not covered by a new service agreement.

- (b) The right of first refusal shall be applicable only to ROFR Agreements, as defined in Section 1 of Transporter's General Terms and Conditions. Any service agreement executed prior to October 1, 2000, that includes negotiated rates and/or discounted rates shall be granted a one-time exemption and the right of first refusal provisions described in this section shall apply; provided, however, that the right of first refusal shall be applicable to a service agreement entered into or re-executed to supersede a contract grandfathered under the prior provision only if the new service agreement meets the definition of a ROFR Agreement.

If Shipper elects to exercise its right of first refusal and has so notified Transporter of that election in accord with the provisions of the applicable service agreement, then the following procedures will apply:

- (1) Transporter shall post the capacity on LINK® one-hundred and eighty (180) days prior to the termination of the service agreement. The posting shall contain the following information with respect to the capacity:
 - (i) daily and other applicable quantity limitations of capacity available;
 - (ii) primary receipt and delivery points;
 - (iii) maximum reservation charge as set forth in the Summary of Rates and Charges in Transporter's FERC Gas Tariff;
 - (iv) any applicable restrictions; and
 - (v) the last day of the Bidding Period.
- (2) The capacity described in subsection (1) above will remain posted on the LINK® System for a period of twenty (20) days ("ROFR Bidding Period") during which time bidders who desire service to be provided in whole or in part by the capacity posted pursuant to this Section 7.3 must submit bids via the LINK® System.
- (3) To be a valid bid, the bidder must provide all information and data required by Sections 5.2 and 6 of Transporter's General Terms and Conditions. Transporter may reject all bids which would require Transporter to discount below a specified rate and/or for a discount period not agreeable to Transporter. If a Transporter rejects any bid submitted pursuant to this Section 7, Transporter will notify the bidder via email of the reason(s) for such rejection. In the event

Transporter agrees to accept such a discounted rate that is less than the applicable maximum recourse rate, Shipper must submit a discount request online via the LINK® System and Transporter must approve such request pursuant to the provisions of Section 41 of Transporter's General Terms and Conditions in order for such rate to become effective.

- (4) Upon conclusion of the ROFR Bidding Period, Transporter shall evaluate the bids in accordance with Sections 5.8(a)(7) and, if applicable, 5.8(a)(8) of Transporter's General Terms and Conditions.
- (5) Within five (5) days of the close of the ROFR Bidding Period, Transporter shall notify Shipper of the results of the ROFR bidding process conducted pursuant to this Section 7.3.
 - (i) If acceptable bids were received, Transporter shall notify Shipper of the bid having the highest present value to Transporter ("Highest Bid"). Upon receipt of Transporter's notice of the Highest Bid, Shipper shall have the right for a thirty (30) day period to notify Transporter via the LINK® System that Shipper is willing to match the Highest Bid. If the Shipper elects to match the Highest Bid, it must execute a new service agreement that contains the terms of that Highest Bid in accordance with Section 5.10 of Transporter's General Terms and Conditions; provided, however, that Shipper shall not be required to pay any rate higher than the maximum applicable rate. Failure to submit a matching bid pursuant to this subsection 7.3(b)(5)(i) constitutes a non-revocable waiver of Shipper's right to match the Highest Bid and termination of the right of first refusal for the capacity.
 - (ii) If no acceptable bids were received, Transporter and Shipper may mutually agree, no later than one-hundred and twenty (120) days prior to the termination date, upon the terms and conditions under which Shipper shall be entitled to retain its capacity and continue to receive service. In no event shall Transporter and Shipper agree upon terms which yield to Transporter a net present value less than any bid received pursuant to this Section 7.3 and rejected by Transporter; further, in no event shall Transporter be obligated to sell capacity at less than the applicable maximum recourse rate for such capacity. If Transporter and Shipper reach agreement on the terms and conditions

under which Shipper shall continue to receive service, a new service agreement shall be executed in accordance with Section 5.10 of Transporter's General Terms and Conditions. The new service agreement must meet all of the requirements of the definition of a ROFR Agreement in order for Shipper to continue to have the right of first refusal pursuant to this Section 7.3.

- (6) If Transporter receives no bids on the capacity, then Shipper may continue to receive service at the maximum rate on a month-to-month basis or such other rate and/or term as Transporter and Shipper mutually agree. A Shipper who continues service under such basis shall retain its right of first refusal.

8. ASSIGNMENTS

Either party to a service agreement between Transporter and Shipper may assign or pledge such agreement and all rights and obligations thereunder under the provisions of any mortgage, deed of trust, indenture or other instrument that it has executed or may execute thereafter as security for indebtedness; otherwise, Shipper shall not assign such agreement or any of its rights and obligations thereunder, except as set forth in either Section 17 or Section 18, as applicable, of Transporter's General Terms and Conditions.

Any person or entity that shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either party to a service agreement between Transporter and Shipper shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under such agreement.

9. RESERVATION CHARGE CREDITING FOR FIRM TRANSPORTATION SERVICE

The following provisions shall only apply to reservation charge crediting under Rate Schedules FT-A and FT-L.

9.1 Reservation Charge Crediting for Non-Force Majeure Events

Except as provided in Section 9.3 of these General Terms and Conditions, with respect to each Day on which there is an outage or other event that is not due to a force majeure event that results in Transporter failing to deliver on such Day the quantity of gas that Shipper has nominated in accordance with Section 15 of these General Terms and Conditions and that qualifies for scheduling at the priority described in Section 15.3(a)(i) of these General Terms and Conditions, the next monthly bill shall be credited by an amount equal to the product of the applicable Daily Demand Rate as set forth in the Statements of Rates multiplied by, as applicable:

- (i) If Transporter has not given advance notice of the unavailability of service prior to the Timely Nomination Cycle for the Day, the lesser of: (a) the applicable quantity of gas that Transporter has failed to deliver which qualified for scheduling at the priority described in Section 15.3(a)(i) of these General Terms and Conditions for Shipper's account on such Day or (b) the applicable firm contractual entitlement under Shipper's service agreement minus the quantity of gas delivered by Transporter for Shipper under such service agreement on such Day; or
- (ii) If Transporter gives seven (7) days or less advance notice of the unavailability of service prior to the Timely Nomination Cycle for the applicable Day, the lesser of: (a) the average daily quantity that qualified for scheduling at the priority described in Section 15.3(a)(i) of these General Terms and Conditions and that was scheduled and confirmed for Shipper's account at the applicable point(s) of restriction for the seven (7)-Day period immediately preceding the Day on which the outage or other event that results in Transporter failing to deliver a quantity of gas to the Shipper first occurred minus the quantity of gas delivered by Transporter for Shipper's account on such Day and (b) the applicable firm contractual entitlement under Shipper's service agreement minus the quantity of gas delivered by Transporter for Shipper under such service agreement on such Day; or
- (iii) If Transporter gives more than seven (7) Days' advance notice of the unavailability of service, the lesser of: (a) the average daily quantity that qualified for scheduling at the priority described in Section 15.3(a)(i) of these General Terms and Conditions and that was scheduled and confirmed for Shipper's account at the applicable point(s) of restriction in the previous calendar year for the same calendar days as the outage or

other event that results in Transporter failing to deliver a quantity of gas to the Shipper; such average daily quantity to be adjusted up or down pro rata based on any increase or decrease in the Shipper's firm contractual entitlements at such point(s) of restriction during the twelve month-period ending on the last day of such outage or other event, minus the quantity of gas delivered by Transporter for Shipper's account on such Day and (b) the applicable firm contractual entitlement under Shipper's service agreement minus the quantity of gas delivered by Transporter for Shipper under such service agreement on such Day. In the event that the applicable firm contractual entitlements under Shipper's service agreement at such point(s) of restriction were zero during the relevant days of the previous calendar year, this Section 9.1(iii) shall not apply and the calculation described in Section 9.1(ii) above shall be utilized for such service agreement.

Such reservation charge crediting shall be discounted in the case of an executed service agreement containing a discounted reservation rate in the same proportion such reservation rate is discounted from the maximum Monthly Demand Rate, and, with respect to an executed service agreement containing a negotiated reservation rate, the reservation charge crediting shall use the daily equivalent of the negotiated reservation rate.

To calculate the reservation charge credit for a Shipper who is a Replacement Shipper pursuant to Section 17 of these General Terms and Conditions whose service was affected by a non-force majeure event, Transporter shall multiply the volumes determined in accordance with this Section 9.1 by the lesser of the daily reservation rate applicable to the Replacement Shipper and the daily reservation rate applicable to the original Releasing Shipper.

Notwithstanding the foregoing, with respect to a particular outage or event, this Section 9.1 does not apply on Days when Section 9.2 of these General Terms and Conditions applies.

9.2 Reservation Charge Crediting for Force Majeure Events and Certain Orders Issued by the Pipeline and Hazardous Materials Safety Administration ("PHMSA")

Except as provided in Section 9.3 of these General Terms and Conditions, with respect to each Day on which there is an outage or other event due to a force majeure event or due to compliance with a PHMSA order issued pursuant to Section 60139(c) of Chapter 601 of Title 49 of the United States Code prior to April 1, 2017, that results in Transporter failing to deliver on such Day the quantity of gas that Shipper has nominated in accordance with Section 15 of these General Terms & Conditions and that qualifies for scheduling at the priority described in Section 15.3(a)(i) of these General Terms and Conditions,

Transporter shall not be obligated to credit Shipper's bill for the first ten (10) Days of such outage or other event, and following such ten (10)-Day period, Shipper's next monthly bill shall be credited pursuant to the mechanism described in Section 9.1 of these General Terms and Conditions. Transporter's notice to Shippers for outages related to Section 60139(c) of Chapter 601 of Title 49 of the United States Code shall specify the PHMSA order requiring such outage.

9.3 Exceptions to Reservation Charge Crediting

Notwithstanding any other provision in Transporter's FERC Gas Tariff, in no event shall Shipper be entitled to a credit to its reservation charge for Transporter's failure to deliver any quantity of gas as contemplated under this Section 9:

- (i) due to the conduct of Shipper, including, without limitation, the refusal to accept delivery of any quantity of gas that Transporter has made available for delivery or the violation by Shipper of an OFO that is in effect during the outage or other event that results in Transporter failing to deliver any quantity of gas to the Shipper;
- (ii) due to the violation by Shipper of an OFO and such violation causes a force majeure event resulting in the outage;
- (iii) due to the conduct of the upstream operator of the facilities at the applicable Receipt Point(s), including, without limitation, the refusal to deliver any quantity of gas into Transporter that Transporter was available to receive, as long as such conduct was outside the control of Transporter;
- (iv) due to the conduct of the downstream operator of the facilities at the applicable Delivery Point(s), including, without limitation, the refusal to receive any quantity of gas from Transporter that Transporter has made available for delivery as long as such conduct was outside the control of Transporter;
- (v) due to the installation of new facilities that are designed, in whole or in part, to provide service to Shipper;
- (vi) due to scheduled work on Transporter's facilities if Transporter and Shipper have mutually coordinated the timing of the scheduled work and the work is performed in accordance with that schedule;
- (vii) that occurs at a time when Shipper was unable to take the scheduled quantities for any reason including, without limitation, a Shipper outage, whether planned or unplanned;

- (viii) that was allocated or scheduled during any subsequent nomination cycle to or from a secondary location after the Timely Cycle restrictions;
- (ix) if Shipper subsequently schedules and accepts at an alternative point of delivery the quantity of gas that Transporter was unable to deliver;
- (x) to the extent Transporter is able to restore service during the affected Day and Shipper fails to re-submit its nomination in a later cycle, unless, after receiving notice of Transporter's interruption, Shipper either has nominated and been scheduled service on another pipeline or has made alternative arrangements for delivery of such gas as a result of Transporter's non-force majeure interruption of service, and provided verification of such arrangements to Transporter; or
- (xi) if Shipper is provided service pursuant to a negotiated rate agreement executed after April 1, 2015, or any successor negotiated rate agreement thereto, and such agreement does not explicitly require reservation charge credits.

10. RESERVATION CHARGE CREDITING FOR LNGS SERVICE

The following provisions shall only apply to reservation charge crediting under Rate Schedule LNGS.

10.1 Reservation Charge Crediting for Non-Force Majeure Events

Except as provided in Section 10.3 of these General Terms and Conditions, with respect to each Day during any Winter Season, as it may be extended pursuant to Section 9 of Rate Schedule LNGS, on which there is an outage or other event that is not due to a force majeure event that results in Transporter failing to allow withdrawals on such Day of the quantity of gas to which Shipper is entitled and has nominated in accordance with Section 15 of these General Terms and Conditions, the bill for the succeeding April shall be credited by an amount equal to the product of the LNGS rate as set forth in the Statements of Rates effective on such Day multiplied by, as applicable:

- (i) If Transporter has not given advance notice of the unavailability of service prior to the Timely Nomination Cycle for the Day, the lesser of: (a) the applicable quantity of gas that Transporter has failed to withdraw for Shipper's account on such Day or (b) the applicable firm contractual entitlement under Shipper's service agreement minus the quantity of gas withdrawn by Transporter for Shipper under such service agreement on such Day; or
- (ii) If Transporter gives seven (7) days or less advance notice of the unavailability of service prior to the Timely Nomination Cycle for the applicable Day, the lesser of: (a) the average daily withdrawal quantity that was scheduled and confirmed for Shipper's account for the seven (7)-Day period immediately preceding the Day on which the outage or other event that results in Transporter failing to withdraw a quantity of gas for Shipper's account first occurred minus the quantity of gas withdrawn by Transporter for Shipper's account on such Day and (b) the applicable firm contractual entitlement under Shipper's service agreement minus the quantity of gas withdrawn by Transporter for Shipper under such service agreement on such Day; or
- (iii) If Transporter gives more than seven (7) Days' advance notice of the unavailability of service, the lesser of: (a) the average daily withdrawal quantity that was scheduled and confirmed for Shipper's account in the previous calendar year for the same calendar days as the outage or other event that results in Transporter failing to withdraw a quantity of gas for Shipper's account; such average daily quantity to be adjusted up or down pro rata based on any increase or decrease in the Shipper's firm contractual entitlements during the twelve month-period ending on the last day of such outage or other event, minus the quantity of gas withdrawn by

Transporter for Shipper's account on such Day and (b) the applicable firm contractual entitlement under Shipper's service agreement minus the quantity of gas withdrawn by Transporter for Shipper under such service agreement on such Day. In the event that the applicable firm contractual entitlements under Shipper's service agreement were zero during the relevant days of the previous calendar year, this Section 10.1(iii) shall not apply and the calculation described in Section 10.1(ii) above shall be utilized for such service agreement.

Such reservation charge crediting shall be discounted in the case of an executed service agreement containing a discounted reservation rate in the same proportion such reservation rate is discounted from the maximum Monthly Demand Rate, and, with respect to an executed service agreement containing a negotiated reservation rate, the reservation charge crediting shall use the daily equivalent of the negotiated reservation rate.

To calculate the reservation charge credit for a Shipper who is a Replacement Shipper pursuant to Section 18 of these General Terms and Conditions whose service was affected by a non-force majeure event, Transporter shall multiply the volumes determined in accordance with this Section 10.1 by the lesser of the daily reservation rate applicable to the Replacement Shipper and the daily reservation rate applicable to the original Releasing Shipper.

Notwithstanding the foregoing, with respect to a particular outage or event, this Section 10.1 does not apply on Days when Section 10.2 of these General Terms and Conditions applies.

10.2 Reservation Charge Crediting for Force Majeure Events and Certain Orders Issued by the Pipeline and Hazardous Materials Safety Administration ("PHMSA")

Except as provided in Section 10.3 of these General Terms and Conditions, with respect to each Day during any Winter Season, as it may be extended pursuant to Section 9 of Rate Schedule LNGS, on which there is an outage or other event due to a force majeure event or due to compliance with a PHMSA order issued pursuant to Section 60139(c) of Chapter 601 of Title 49 of the United States Code prior to April 1, 2017, that results in Transporter failing to withdraw on such Day the quantity of gas that Shipper has nominated in accordance with Section 15 of these General Terms & Conditions, Transporter shall not be obligated to credit Shipper's bill for the first ten (10) Days of such outage or other event, and following such ten (10)-Day period, Shipper's bill shall be credited pursuant to the mechanism described in Section 10.1 of these General Terms and Conditions. Transporter's notice to Shippers for outages related to Section 60139(c) of Chapter 601 of Title 49 of the United States Code shall specify the PHMSA order requiring such outage.

10.3 Exceptions to Reservation Charge Crediting

Notwithstanding any other provision in Transporter's FERC Gas Tariff, in no event shall Shipper be entitled to a credit to its reservation charge for Transporter's failure to deliver any quantity of gas as contemplated under this Section 10:

- (i) due to the conduct of Shipper, including, without limitation, the refusal to accept any quantity of gas that Transporter has made available for withdrawal or the violation by Shipper of an OFO that is in effect during the outage or other event that results in Transporter failing to withdraw any quantity of gas for Shipper's account;
- (ii) due to the violation by Shipper of an OFO and such violation causes a force majeure event resulting in the outage;
- (iii) due to the installation of new facilities that are designed, in whole or in part, to provide service to Shipper;
- (iv) due to scheduled work on Transporter's facilities if Transporter and Shipper have mutually coordinated the timing of the scheduled work and the work is performed in accordance with that schedule;
- (v) that occurs at a time when Shipper was unable to take the scheduled quantities for any reason including, without limitation, a Shipper outage, whether planned or unplanned;
- (vi) to the extent Transporter is able to restore service during the affected Day and Shipper fails to re-submit its nomination in a later cycle, unless, after receiving notice of Transporter's interruption, Shipper either has nominated and been scheduled service on another facility or has made alternative arrangements for delivery of such gas as a result of Transporter's non-force majeure interruption of service, and provided verification of such arrangements to Transporter; or
- (vii) if Shipper is provided service pursuant to a negotiated rate agreement executed after April 1, 2015, or any successor negotiated rate agreement thereto, and such agreement does not explicitly require reservation charge credits.

11. [RESERVED FOR FUTURE USE]
12. [RESERVED FOR FUTURE USE]
13. [RESERVED FOR FUTURE USE]

14. OPERATIONAL FLOW ORDERS

- 14.1 **Circumstances Warranting Issuance:** Transporter shall have the right to issue Operational Flow Orders (OFOs) as specified in this Section that require actions by Shippers/Balancing Parties in order (1) to alleviate conditions that threaten to impair reliable service, (2) to maintain pipeline operations at the pressures required to provide efficient and reliable transportation services, (3) to have adequate gas supplies in the system to deliver on demand, (4) to maintain service to all firm Shippers and for all firm services, (5) to accommodate LNG storage injection, (6) to accommodate compressor operation requirements at Transporter's compressor Station 3401 (Nora), (7) to ensure adequate nominations at the Roanoke Interconnect in order for Transporter to make properly nominated deliveries to all Shippers at other points on the system, (8) to maintain the system in balance for the foregoing purposes, or (9) to alleviate Transporter's operational problems, either on Transporter's system, including its interconnects, or in connection with its liquefaction facility, that relate to the quality of the gas received into Transporter's system, irrespective of whether this gas meets the specifications in Section 2 of these General Terms and Conditions. Transporter shall lift any effective OFO, promptly upon the cessation of operating conditions that caused the relevant system problem.
- 14.2 **Actions to be Taken to Avoid Issuance:** Transporter shall, to the extent reasonably practicable, take all reasonable actions necessary to avoid issuing an OFO. Such actions shall include, in order of priority (1) working with Balancing Parties to temporarily adjust receipts and/or deliveries at relevant Point(s) of Receipt or Point(s) of Delivery, (2) working with Shippers/Balancing Parties to adjust scheduled flows on the system, or (3) taking any other reasonable action designed to mitigate the system problem. After taking all such reasonable actions to avoid issuing an OFO, Transporter will have the right to issue OFOs, if necessary, in the circumstances described in Section 14.1.
- 14.3 **Preliminary Notifications:** Transporter shall provide, via posting on LINK[®] and to affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s), prior notice to all Shippers and Balancing Parties of upcoming system events such as anticipated weather patterns and operational problems that may necessitate the issuance of an OFO.
- 14.4 **Applicability of OFO:** Transporter shall make an OFO as localized as is reasonably practicable based on Transporter's good faith and reasonable judgment concerning the situations requiring remediation such that an OFO will be directed (1) first to Shippers/Balancing Parties causing the problem necessitating the OFO or transporting gas in the area of the system in which there is an operational problem, and (2) second to those Shippers/Balancing Parties transporting gas in the area of the system where action is required to correct the problem

necessitating the OFO. Transporter will tailor the OFO to match the severity of the known or anticipated operational problem requiring remediation as more fully set forth in subsections 14.6 and 14.7.

- 14.5 Notice: All OFO's will be issued via posting on LINK[®] and notification to the affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s) or, in the event of known failure of Internet notification, Transporter will notify affected parties by telefacsimile. The OFO will set forth (1) the time and date of issuance, (2) the actions Shipper/Balancing Party is required to take, (3) the time by which Shipper/Balancing Party must be in compliance with the OFO, (4) the anticipated duration of the OFO, and (5) any other terms that Transporter may reasonably require to ensure the effectiveness of the OFO. Each Shipper and Balancing Party must designate one or more persons, but not more than three persons, for Transporter to contact on operating matters at any time, on a 24-hour a day, 365-day a year basis. Such contact persons must have adequate authority and expertise to deal with such operating matters. If Transporter cannot contact any Shipper/Balancing Party because that Shipper/Balancing Party has failed to designate a contact person or Shipper's/Balancing Party's contact person is unavailable, Transporter shall not be responsible for any consequences that could have been prevented by communication. Transporter, however, will make reasonable continuing efforts to notify the affected Shipper/Balancing Party. In addition to the other information contemplated by this Section 14.5, such notice shall also include information about the status of operational variables that determine when an OFO will begin and end, and Transporter shall post periodic updates of such information, promptly upon occurrence of any material change in the information. Transporter will post a notice on LINK[®] informing the Shipper/Balancing Party when any OFO in effect will be cancelled and specifying the factors that caused the OFO to be issued and then lifted, to the extent such factors are known.
- 14.6 Action Alerts: In the event that Transporter determines that due to (1) an ongoing or anticipated weather event, (2) a known equipment problem, or (3) the anticipated continuation of a current system operational problem, action is necessary to avoid a situation in which the system integrity is jeopardized or Transporter's ability to render firm service is threatened, Transporter may issue an Action Alert as set out herein to forestall the development of the situation.
- (a) Issuance of Alerts: Action Alerts will be noticed in accord with the procedures set forth in Section 14.4 and will be issued a minimum of eight hours prior to the time that a Shipper/Balancing Party must take the actions specified in the Alert. Transporter's notice will inform the Shipper/Balancing Party of the known or anticipated problem on the system, the actions it will be required to take, and the anticipated time at which it will be required to take such actions. Shipper/Balancing Party will be expected to take preliminary actions to assist Transporter in

avoiding a system problem. Conformance with these instructions will be mandatory. Transporter, to the greatest extent feasible, will issue the action instructions such that the time of mandatory conformance will correspond with the beginning of the Gas Day.

- (b) Requested Actions: Upon issuance of an Action Alert, Transporter can request that a Shipper/Balancing Party take any of the following actions, or other similar actions, to the extent that such actions would alleviate the situation:
 - (i) increase or decrease deliveries of gas into the system at specified receipt points;
 - (ii) bring the nominations across all delivery points or, if necessary, at specified delivery points within designated balancing tolerances.

14.7 Balancing Alerts: In the event that, in Transporter's judgment, the Action Alerts under Section 14.6 are not sufficient to address the situation fully or under circumstances in which the operational integrity of the system is more severely threatened, Transporter may issue Balancing Alerts.

- (a) Issuance of Alerts: Balancing Alerts will be noticed in accord with the procedures set forth in Section 14.4 and will be issued a minimum of eight hours prior to the required action by the Shipper/Balancing Party.
- (b) Required Actions: Balancing Alerts can be issued to effect any of the following:
 - (i) curtailment of interruptible services;
 - (ii) restrictions of deliveries to a specific point or points covered by a Balancing Agreement to the sum of the Maximum Daily Delivery Obligations under the firm transportation agreements with primary delivery points at the affected locations; and/or
 - (iii) forced balancing such that Balancing Parties will be required to assure that nominations equal flows or that receipts and deliveries fall within the tolerance level designated in the Balancing Alert.

14.8 Shipper/Balancing Party Compliance: A Shipper/Balancing Party must comply with an Action Alert and/or Balancing Alert (referred to collectively as OFOs) within the time period set forth therein unless the Shipper/Balancing Party is able to demonstrate that such compliance (1) is not within the Shipper's/Balancing Party's physical control or capability; (2) is prevented by operating conditions on a third party system that are beyond the Shipper's/Balancing Party's control; (3) is

precluded by contractual restrictions with persons other than Transporter; and/or (4) is prevented due to a force majeure event as defined in Section 24 of Transporter's General Terms and Conditions. Provided that the Shipper/Balancing Party shall make a good faith effort to comply with any such OFO, including seeking waivers of any contractual limits with third parties or modifications of operating conditions on third party systems. Shipper/Balancing Party shall notify Transporter immediately if it believes that it is excused from compliance with the OFO for any of the above stated reasons, and shall provide Transporter with documentation sufficient to support its basis for non-compliance.

- 14.9 Penalties: If a Shipper/Balancing Party fails to comply with an Action Alert or a Balancing Alert, it shall be subject to an OFO penalty as set forth in Section 47.5 of the General Terms and Conditions of this FERC Gas Tariff. These penalties will be imposed only to the extent necessary to prevent the impairment of reliable firm service on Transporter's system. A Shipper/Balancing Party shall not incur any charges or penalties if such charges or penalties would not have been incurred but for Shipper's/Balancing Party's compliance with an Action Alert or Balancing Alert, including any preliminary action taken by Shipper/Balancing Party in response to a warning issued by Transporter as a precondition to an Action Alert. A Shipper/Balancing Party shall not incur any penalties if the Action or Balancing Alert was necessitated exclusively by Transporter's negligence or willful misconduct.
- 14.10 Liability of Transporter: Transporter shall not be liable for any costs incurred by any Shipper/Balancing Party in complying with an OFO. Transporter shall not be responsible for any damages that result from any interruption in Shipper's/Balancing Party's service that is a result of a Shipper's/Balancing Party's failure to comply promptly and fully with an OFO, and the non-complying Shipper/Balancing Party shall indemnify Transporter against any claims of responsibility. However, Transporter shall use reasonable efforts to minimize any such costs or damages.
- 14.11 Unilateral Action: In the event that (1) Shipper(s)/Balancing Party(s) does not respond to an OFO, or (2) the actions taken thereunder are insufficient to correct the system problem for which the OFO was issued, or (3) there is insufficient time to carry out the procedures with respect to Action Alerts or Balancing Alerts, Transporter may periodically take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Transporter's system (or any portion thereof). For purposes of this section, the operational integrity of Transporter's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity (or any portion thereof), and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of gas delivered.

15. SCHEDULING OF RECEIPTS AND DELIVERIES

15.1 Receipts and Deliveries.

All Receipt and Delivery Points must be covered by an OBA pursuant to Transporter's LMS-MA or LMS-PA Rate Schedules. All imbalances occurring at a point shall be allocated to the OBA covering that point.

15.2 Scheduling and Allocation

- (a) **Initial Service:** For purposes of scheduling commencement of transportation service, the Timely Nomination Cycle in Section 15.2(d)(i) below shall apply. Shipper will submit its nomination to Transporter via the LINK® System unless another form of submittal has been mutually agreed upon by Shipper and Transporter.

No transportation or storage service will commence unless or until (1) Transporter has received the nomination via the LINK® System, unless another form of submittal has been mutually agreed upon by Shipper and Transporter, including a specification of the volumes to flow; (2) all applicable confirming parties have submitted to Transporter the Confirmation required by Section 3 of Transporter's LMS-MA or LMS-PA Rate Schedules, including a specification of the quantities to flow; and (3) Shipper has been advised by Transporter that quantities have been scheduled pursuant to Shipper's service agreement. In the event of a discrepancy between the quantity nominated by a Shipper and the corresponding quantity nominated by the confirming party for receipt or delivery at the confirming party's point, Transporter shall schedule the lesser of the two nominations. Commencement of service will occur at the beginning of the Gas Day unless otherwise mutually agreed by Shipper and Transporter.

- (b) **Change in Service:** For purposes of scheduling any change in transportation service, the Timely Nomination Cycle in Section 15.2(d)(i) below will apply. Shipper will submit its nomination changes to Transporter via the LINK® System, unless another form of submittal has been mutually agreed upon by Shipper and Transporter.

Except in the instance of a force majeure condition as defined in Section 24 of the General Terms and Conditions, no change in service will commence unless or until Transporter has received completed customer nomination information via the LINK® System, unless another form of submittal has been mutually agreed upon by Shipper and Transporter, and the Shipper has been advised by Transporter that the revised service may

commence. Shipper shall advise Transporter via LINK® with respect to any force majeure, OFO or adverse conditions affecting its service. Commencement of any revised service will occur at the beginning of the Gas Day unless otherwise mutually agreed by Shipper and Transporter. The Balancing Party will provide final completed Confirmation no later than the deadline specified in the timely nomination cycle in Section 15.2(d)(i) be;pw on the day prior to the commencement of the nominated service. In the absence of such final, completed Confirmation, and if Transporter is unable to contact the operator and/or designated producer, Transporter shall schedule the lesser of the requested change in service or the previously scheduled service.

- (c) **Scheduling Duration:** The scheduled service described in Sections 15.2(a) and 15.2(b) above and in Sections 15.2(d)(i) and 15.2(d)(ii) below shall be effective commencing at 9:00 a.m. on the beginning Day and terminating at 9:00 a.m. on the ending Day. All nominations shall include Shipper defined begin dates and end dates. All nominations excluding intraday nominations shall have roll-over options. Specifically, Shippers shall have the ability to nominate for several Days, Months or Years, provided the nomination begin and end dates are within the term of Shipper's contract. Intraday nominations received during the Day for same Day flow shall be effective upon confirmation, except, however, the scheduled service described in Sections 15.2(d)(iii), 15.2(d)(iv), 15.2(d)(v), and 15.2(e) below shall be effective commencing at the time specified in each such section.

- (d) **Intraday Nomination Change:** Transporter shall allow Shipper to revise Shipper's nominations any time prior to the end of the Day being scheduled provided such revision may be implemented, in Transporter's reasonable judgment, by Transporter without detriment to any other firm service Shipper and provided such change can be confirmed in a timely manner with Shipper's upstream operator and downstream operator and other operators of connecting facilities and supplies. In the event this flexible nomination procedure is inapplicable for any reason, nominations shall be submitted and processed in accordance with the hourly nomination procedure set forth in Section 15.2(e) or the minimum standards set forth in Sections 15.2(d)(i), 15.2(d)(ii), 15.2(d)(iii), 15.2(d)(iv), 15.2(d)(v), and 15.2(d)(vi). NAESB WGQ Standard 1.3.2 states: All Transportation Service Providers should support the following standard nomination cycles (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):
 - (i) **The Timely Nomination Cycle:**
On the day prior to gas flow:
 - 1:00 p.m. Nominations leave control of the Shipper;

- 1:15 p.m. Nominations are received by Transporter (including from Title Transfer Tracking Service Providers (TTTSPs));
- 1:30 p.m. Transporter sends the Quick Response to the Shipper;
- 4:30 p.m. Transporter receives completed confirmations from confirming parties;
- 5:00 p.m. Shipper and point operator receive scheduled quantities from Transporter.

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

(ii) The Evening Nomination Cycle: On the day prior to gas flow:

- 6:00 p.m. Nominations leave control of the Shipper;
- 6:15 p.m. Nominations are received by Transporter (including from TTTSPs);
- 6:30 p.m. Transporter sends the Quick Response to the Shipper;
- 8:30 p.m. Transporter receives completed confirmations from confirming parties;
- 9:00 p.m. Transporter provides scheduled quantities to the affected Shipper and point operator, including bumped parties (notice to bumped parties).

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

(iii) The Intraday 1 Nomination Cycle:

On the current Gas Day:

- 10:00 a.m. Nominations leave control of the Shipper;
- 10:15 a.m. Nominations are received by Transporter (including from TTTSPs);
- 10:30 a.m. Transporter sends the Quick Response to the Shipper;
- 12:30 p.m. Transporter receives completed confirmations from confirming parties;
- 1:00 p.m. Transporter provides scheduled quantities to the affected Shipper and point operator, including 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.

(iv) The Intraday 2 Nomination Cycle:

On the current Gas Day:

- 2:30 p.m. Nominations leave control of the Shipper;
- 2:45 p.m. Nominations are received by Transporter (including from TTTSPs);
- 3:00 p.m. Transporter sends the Quick Response to the Shipper;
- 5:00 p.m. Transporter receives completed confirmations from confirming parties;
- 5:30 p.m. Transporter provides scheduled quantities to the affected Shipper and point operator, including 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.

(v) The Intraday 3 Nomination Cycle:

On the current Gas Day:

- 7:00 p.m. Nominations leave control of the Shipper;
- 7:15 p.m. Nominations are received by Transporter (including from TTTSPs);
- 7:30 p.m. Transporter sends the Quick Response to the Shipper;
- 9:30 p.m. Transporter receives completed confirmations from confirming parties;
- 10:00 p.m. Transporter provides scheduled quantities to the affected Shipper and point operator.

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.

- (vi) For the purposes of Sections 15.2(d)(ii), 15.2(d)(iii), 15.2(d)(iv), and 15.2(d)(v) above, “provide” shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

Intraday nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. Transporter shall schedule Intraday Nomination changes subject to the restrictions set forth in Subsection (f), (g), (h) and (i) hereof. Upon receipt of nomination, Transporter agrees to adjust gas flow in advance of the next intraday effective time subject to the restrictions set forth in subsections (f), (g), (h) and (i) below provided that Transporter, Shipper and the upstream/downstream connected parties mutually agree in advance to the adjusted gas flow.

- (e) Hourly Nomination Changes: A customer under Rate Schedules FT-A, FT-L, LMS-MA, LMS-PA, FT-GS, SA, LNGS, PAL, IT, or IT-L may change its nomination sixty minutes in advance to be effective on any hour of the Day between 10:00 p.m. and 8:00 a.m. by submitting a nomination via the LINK® System, unless another method of submittal is mutually agreed upon by Shipper and Transporter. For Electronic Data Interchange, Transporter shall receive such nomination no later than forty-five minutes in advance of the effective time. Transporter shall schedule Hourly Nomination Changes subject to the restrictions set forth in subsections (f), (g), (h) and (i) below. Upon receipt of nomination, Transporter agrees to adjust gas flow in advance of the next hourly effective time subject to the restrictions set forth in subsections (f), (g), (h) and (i) below provided that Transporter, Shipper and the upstream/downstream connected parties mutually agree in advance to the adjusted gas flow.
- (f) All nominations, including intraday and hourly nominations, shall be based on a daily quantity; thus an intraday nominator need not submit an hourly nomination. Intraday nominations shall include an effective date and time. The interconnected parties shall agree on the hourly flows of the intraday nomination. Transporter shall not be required to schedule any such nomination where the nominated quantity exceeds the maximum daily quantity permitted under the service agreement pursuant to which service is requested or which would require Transporter to provide an unreasonably excessive change in the hourly flow rate contrary to Section 15.5 of these General Terms and Conditions. With respect to intraday nominations for reductions in previously scheduled quantities, Transporter will accept, subject to the limitations set forth in this Section 15.2(f) and in Sections 15.2(g), 15.2(h), and 15.2(i) below, any confirmed quantity, down to and including zero, for such intraday nomination; provided, however, if such intraday nomination requires confirmation from an upstream and/or downstream interconnected pipeline then any intraday nomination to reduce previously scheduled quantities will be subject to, and limited to, the reduced quantity confirmed by such upstream and/or downstream interconnected pipeline; and provided further that the last intraday or hourly nomination received on a given Day shall be deemed to be a valid nomination for such Day and shall supersede any previous nomination for such Day. Intraday nominations do not roll over (i.e., intraday nominations span one Day only). Intraday nominations do not replace the remainder of a standing nomination. There is no need to renominate if the intraday nomination modifies the existing nomination.
- (g) Bump Protection: Transporter shall not schedule an intraday or hourly nomination change, if the result of scheduling such nomination would be to bump flowing and/or scheduled transportation under any firm primary or secondary service. Transporter shall give an intraday nomination

submitted by a firm Shipper priority over nominated and scheduled volumes for Shippers flowing volumes with a priority below secondary firm service. Transporter will not permit bumping of any services, including interruptible services, for intraday nominations submitted after the Intraday 3 Nomination Cycle deadline. Transporter shall provide bump notice to bumped Shippers by 5:30 p.m. as to intraday nominations submitted by the Intraday 2 Nomination Cycle, by 1:00 p.m. as to intraday nominations submitted by the Intraday 1 Nomination Cycle, and by 9:00 p.m. as to intraday nominations submitted by the Evening Nomination Cycle. Transporter shall provide bump notice to the bumped Shippers by the notice procedures set forth in Section 14.5 of the General Terms and Conditions.

- (h) Notification of Scheduling: The upstream/downstream connected party(s) of all applicable Receipt and Delivery Points shall make a Confirmation, via LINK® confirming that Shipper's nominated quantities will be received or delivered. Nominations other than intraday or hourly nominations must be confirmed by the upstream/downstream connected party(s) in accordance with Subsections (a) and (b) of this Section 15.2. Shipper and the applicable upstream/downstream connected party(s) will receive notice from Transporter no later than 5:00 p.m. on the day prior to the commencement of the nominated service via LINK®, of Scheduled Quantities, if any nomination made by Shipper is not scheduled or if any Scheduled Quantity is changed by Transporter. Transporter shall also make available at the end of the Day information on any intraday nomination made by Shipper that is scheduled or not scheduled for delivery, or if any scheduled nomination is amended or changed by Transporter.
- (i) Any nomination, including intraday and hourly nominations, received by Transporter after the nomination deadlines provided in Subsections 15.2 (a), (b), (c), (d) and (e) above shall be scheduled by Transporter provided that i) Transporter and all affected parties mutually agree to schedule the late nomination and ii) the scheduling of such late nomination does not bump a nomination received prior to the nomination deadlines referenced above.

- 15.3 (a) Receipt/Delivery Point Scheduling Priority: Transporter shall schedule gas received from Receipt Points or gas delivered to Delivery Points in the following sequence and/or in accordance with the supply/market rankings provided in a Shipper's nomination:
 - (i) First among FT-A, FT-L, and FT-GS Shippers for gas received within a Shipper's MDRO at a Primary Receipt Point or for gas

delivered within a Shipper's MDDO to a Primary Delivery Point according to the quantities of gas nominated by such Shippers;

- (ii) Pro-rata among FT-A, FT-L, and FT-GS Shippers for gas
 - (1) received from a Secondary Receipt Point or delivered to a Secondary Delivery Point, as applicable, within a Shipper's Segment Path Rights, or
 - (2) received from a Primary Receipt Point or delivered to a Primary Delivery Point, as applicable, which is in excess of the Shipper's MDRO or MDDO, as applicable, but within a Shipper's Segment Path Rights,according to the quantities of gas nominated by such Shippers;
- (iii) Pro-rata among FT-A, FT-L, and FT-GS Shippers for gas
 - (1) received from a Secondary Receipt Point or delivered to a Secondary Delivery Point, as applicable, either outside a Shipper's Contract Path or within a Shipper's Contract Path but in excess of such Shipper's Segment Path Rights, or
 - (2) received from a Primary Receipt Point or delivered to a Primary Delivery Point, as applicable, which exceeds the Shipper's MDRO or MDDO, as applicable, and also exceeds a Shipper's Segment Path Rights,according to the quantities of gas nominated by such Shippers;
- (iv) Current Month make up quantities to balance flows under an OBA;
- (v) Among interruptible services, according to the IT or IT-L rate, as applicable, paid by Shippers, with IT or IT-L Shippers, as applicable, at higher rates being scheduled ahead of IT or IT-L Shippers, as applicable, at lower rates. The foregoing notwithstanding, Shipper may elect to pay the applicable maximum rate at the time Shipper submits its nomination in accordance with Section 15.2 above. In the event Shipper's nomination is for service at a rate less than the applicable maximum rate and Transporter determines that all timely nominations exceed available interruptible capacity, Shipper making such election will pay the applicable maximum rate in order to have its nomination accepted and scheduled by Transporter to the extent interruptible capacity is available as determined by Transporter. Such election shall be a one time election effective for the remainder of the nomination period. IT or IT-L Shippers paying the same rate shall be scheduled pro rata based on Scheduled Quantities. For the purpose of this Subsection

- (v), any Shipper paying a rate above the maximum rate, shall be deemed to be paying the maximum applicable rate.
- (vi) Among PAL Shippers based on net present value, with the transaction yielding the highest net present value receiving priority over transactions yielding a lower net present value. Net present value shall be calculated on the basis of the present value of the daily PAL charge per Dth to Transporter. PAL transactions yielding the same net present value shall be scheduled pro rata based on Scheduled Quantities. In making the determination of net present value, Transporter shall apply the rate, as of the date of the review, stated in accordance with the most recent 5-year United States Government Treasury Note, to all bids.

For the purposes of determining whether points are located within the Contract Path, Transporter shall consider a movement of gas from a Receipt Point to a Delivery Point which is counter to the gas flow contemplated by the Primary Receipt Point(s) and Primary Delivery Point(s) specified in the service agreement as being outside of the Shipper's Contract Path. In addition, for any movement of gas that traverses a segment(s) in which the total nominated quantity for that contract exceeds the firm contractual entitlement, the nominated quantity in excess of the firm contractual entitlement shall be deemed to be outside of the Shipper's Contract Path for that portion of the nominated quantity that exceeds the firm contractual commitment.

- (b) Throughput Scheduling Priority: Transporter shall schedule gas transported on Transporter's system in the following sequence and/or in accordance with the supply/market rankings provided in a Shipper's nomination:
 - (i) First among FT-A, FT-L, and FT-GS Shippers for gas received within a Shipper's MDRO at a Primary Receipt Point, delivered within a Shipper's MDDO to a Primary Delivery Point, and within a Shipper's Segment Path Rights according to the quantities of gas nominated by such Shippers;
 - (ii) Pro-rata among FT-A, FT-L, and FT-GS Shippers for gas
 - (1) received from a Secondary Receipt Point, delivered to a Primary Delivery Point, and within a Shipper's MDDO and Segment Path Rights, or
 - (2) received from a Primary Receipt Point, delivered to a Primary Delivery Point, and which is in excess of a Shipper's MDRO but within a Shipper's MDDO and Segment Path Rights,

according to the quantities of gas nominated by such Shippers;

- (iii) Pro-rata among FT-A, FT-L, and FT-GS Shippers for gas
 - (1) received from a Primary Receipt Point, delivered to a Secondary Delivery Point, and within a Shipper's Segment Path Rights, or
 - (2) received from a Secondary Receipt Point, delivered to a Secondary Delivery Point, and within a Shipper's Segment Path Rights,

according to the quantities of gas nominated by such Shippers;

- (iv) Pro-rata among FT-A, FT-L, and FT-GS Shippers for gas received from a Secondary Receipt Point or delivered to a Secondary Delivery Point, as applicable, in which one or both such points are located outside a Shipper's Contract Path, and within a Shipper's Segment Path Rights, according to the quantities of gas nominated by such Shippers;

- (v) Pro-rata among FT-A, FT-L, and FT-GS Shippers for gas
 - (1) received from a Secondary Receipt Point or delivered to a Secondary Delivery Point located within a Shipper's Contract Path, but in excess of such Shipper's Segment Path Rights, or
 - (2) received from a Primary Receipt Point or delivered to a Primary Delivery Point, but in excess of such point's MDRO or MDDO, respectively, and also in excess of Shipper's Segment Path Rights,

according to the quantities of gas nominated by such Shippers;

- (vi) Current Month make up quantities to balance flows under an OBA;
- (vii) Among interruptible services, according to the IT or IT-L rate, as applicable, paid by Shippers, with IT or IT-L Shippers, as applicable, at higher rates being scheduled ahead of IT or IT-L Shippers, as applicable, at lower rates. The foregoing notwithstanding, Shipper may elect to pay the applicable maximum rate at the time Shipper submits its nomination in accordance with Section 15.2 above. In the event Shipper's nomination is for service at a rate less than the applicable maximum rate and Transporter determines that all timely nominations exceed available interruptible capacity, Shipper making such election will pay the applicable maximum rate in order to have its nomination accepted and scheduled by Transporter to the extent interruptible capacity is available as determined by Transporter. Such election shall be a one time

election effective for the remainder of the nomination period. IT or IT-L Shippers paying the same rate shall be scheduled pro rata based on Scheduled Quantities. For the purpose of this Subsection (vii), any Shipper paying a rate above the maximum rate, shall be deemed to be paying the maximum applicable rate.

- (viii) Among PAL Shippers based on net present value, with the transaction yielding the highest net present value receiving priority over transactions yielding a lower net present value. Net present value shall be calculated on the basis of the present value of the daily PAL charge per Dth to Transporter. PAL transactions yielding the same net present value shall be scheduled pro rata based on Scheduled Quantities. In making the determination of net present value, Transporter shall apply the rate, as of the date of the review, stated in accordance with the most recent 5-year United States Government Treasury Note, to all bids.

Within each sequence listed in this Section 15.3(b), quantities of gas requested to flow through a Posted Point of Restriction occurring within the Contract Path shall have priority over quantities of gas requested to flow through a Posted Point of Restriction occurring outside the Contract Path.

For the purposes of determining whether points are located within the Contract Path, Transporter shall consider a movement of gas from a Receipt Point to a Delivery Point which is counter to the gas flow contemplated by the Primary Receipt Point(s) and Primary Delivery Point(s) specified in the service agreement as being outside of the Shipper's Contract Path. In addition, for any movement of gas that traverses a segment(s) in which the total nominated quantity for that contract exceeds the firm contractual entitlement, the nominated quantity in excess of the firm contractual entitlement shall be deemed to be outside of the Shipper's Contract Path for that portion of the nominated quantity that exceeds the firm contractual commitment.

15.4 Allocation of Limited Capacity

- (a) **Curtailement:** If, on any Day, Transporter determines that the capacity of its system, or any portion thereof including the point(s) at which gas is tendered for transportation is insufficient to serve all Shippers that are scheduled to receive service on such Day, capacity that requires allocation shall be allocated in a manner that results in curtailment of capacity, to zero if necessary, in reverse of the order listed in Section 15.3(a) above if curtailing at a Receipt or Delivery Point or in Section 15.3(b) above if curtailing at a pipeline location such as a compressor station; provided,

however, if capacity must be allocated within the services included in Sections 15.3(a)(i) through 15.3(a)(iii) or in Sections 15.3(b)(i) through 15.3(b)(v), such capacity will be curtailed pro rata based on Scheduled Quantities. If interruptible transportation must be allocated, such transportation will be curtailed according to the price being paid, with lower priced transportation being curtailed before higher priced transportation. Provided that, for the purpose of the foregoing sentence, any Shipper paying above the maximum IT or IT-L rate shall be deemed to be paying the maximum applicable rate. If PAL service must be allocated, such service shall be curtailed according to the net present value of each transaction, with transactions yielding a lower net present value being curtailed before those transactions yielding a higher net present value.

- (b) [Reserved for Future Use]
- (c) No Bump: Once all or a portion of a Shipper's nomination is accepted and scheduled during any nomination period, such scheduled service shall not be interrupted unless: (1) such capacity is required to provide a higher priority service prior to the end of the Intraday 1 Nomination Cycle as described in Section 15.2(d)(iii); or (2) curtailment is necessary pursuant to the provisions of this Section 15.4.
- (d) Correction of Allocations: NAESB WGQ Standard 2.3.26 states: The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

15.5 Uniform Quantities: Shipper shall deliver and receive gas in uniform daily quantities during any Month, except for changes in service as provided in Section 15.2 of these General Terms and Conditions, and in uniform hourly quantities during any Day with no significant fluctuation to the extent practicable. Transporter shall not be obligated to deliver to Shipper in any single hour more than 6% of the sum of Shipper's Maximum Daily Transportation Quantity under each of Shipper's FT-A or FT-GS Agreement(s); however, to the extent that, in Transporter's sole judgment, it can do so without impairment to its other service obligations, Transporter will make available hourly deliveries to Shippers without regard to the foregoing limitation.

- 15.6 Supply Deficiencies: If Transporter experiences a supply short fall due to the under delivery of supply to Transporter's system, then (a) if the deficient source is known, Transporter will curtail the corresponding Shipper; or (b) if the deficient sources are indeterminable, then Transporter will localize the smallest affected area and, at the corresponding delivery point, will first curtail scheduled interruptible service in reverse scheduling order and then will curtail all scheduled firm service on a pro rata basis according to Scheduled Quantities; provided that verifiable receipt point quantities will not be subject to a supply short fall curtailment.
- 15.7 Shipper Duty to Control Imbalances:
- (a) A Shipper receiving any transportation or storage service from Transporter will use, or will cause any party receiving or delivering Shipper's gas to use, all reasonable efforts to ensure that receipts and deliveries of gas are equal to the Scheduled Quantities. A Shipper receiving service from Transporter at a receipt and/or delivery point(s) not covered by a Balancing Agreement shall also be responsible for controlling, and if necessary, adjusting receipts and deliveries of gas to maintain a balance between such receipts, deliveries, and Scheduled Quantities. To the extent a Shipper is out of balance at a point not covered by a Balancing Agreement, such Shipper will be subject to the daily and monthly balancing provisions contained in the LMS-MA Rate Schedule for delivery points or Transporter's LMS-PA Rate Schedule for receipt points. Imbalances at such points will be allocated pro rata based on Scheduled Quantities.
 - b) [Reserved for Future Use]
 - (c) Balancing at Contract Termination: Following the termination of the service agreement, Shipper shall be required to "cash out" any remaining excess or deficiency in receipts and deliveries in accordance with the procedures established in the LMS Rate Schedules, unless the parties mutually agree otherwise.
- 15.8 Unauthorized Delivery Imbalance Charge: Unauthorized deliveries are deliveries of gas for transportation made to Transporter at the Receipt Point(s) prior to execution of a Balancing Agreement or submission of customer nomination information via LINK® as provided in Section 15.2 above. To the extent necessary to prevent the impairment of reliable service, Transporter shall assess a charge pursuant to Section 47.6 of the General Terms and Conditions of this FERC Gas Tariff.

16. INVOICING AND PAYMENTS

- 16.1 Monthly invoicing date: Transporter shall prepare invoices (including imbalance statements) on or before the 9th Business Day of each Month following the Month of delivery. Such invoice shall be submitted, and shall be considered duly delivered to Shipper, when Transporter posts Shipper's final invoice on Transporter's LINK® System and Transporter posts a general notice of the availability of the final invoices on Transporter's Informational Postings Web site. In addition, Transporter will provide to Shipper an e-mail notification, to the e-mail address designated by Shipper, contemporaneously with the posting of the final invoice on Transporter's LINK® System. It is the Shipper's responsibility to furnish to Transporter e-mail address information for invoicing purposes and to update such e-mail information as necessary. Shipper may designate an agent to receive invoices and may designate such agent to receive the e-mail notifications of the availability of Shipper's final invoice on Transporter's LINK® System. Transporter will post in advance of the posting of the final invoice, preliminary data to be used in the preparation of the final invoice. Such postings of preliminary data will be available on Transporter's LINK® System for review by Shipper and/or Shipper's designated agent in anticipation of receipt of the final invoice.
- 16.2 Right of examination: Both Transporter and Shipper shall have the right to examine at any reasonable time the applicable books and records (or portions thereof) and charts of the other to the extent necessary to verify the accuracy of any statement made under or pursuant to the provisions of the service agreement. Upon receipt of a request, the party receiving the request will either send the information relevant to the request to the requestor or will provide the requestor the right to review such information in the receiving party's offices.
- 16.3 Monthly payment date: Shipper (or other payor) shall pay Transporter, at a bank designated by Transporter, so that payment is received and Transporter has available funds within ten (10) calendar days from the receipt of the invoice, for the gas service purchased by Shipper during the preceding Month and invoiced by Transporter pursuant to this FERC Gas Tariff or the service agreement. Shipper (or other payor) shall provide Transporter with supporting documentation with any payment. If payment differs from the invoiced amount, remittance detail shall be provided with the payment, except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date. Shipper (or other payor) shall identify the invoice number(s) on all payments. Transporter shall apply the payment pursuant to the supporting documentation provided.
- 16.4 Remedies for nonpayment: Should Shipper fail to pay all of the amount of any invoice as herein provided when such amount is due, Shipper shall pay a Charge

for Late Payment. Such Charge for Late Payment shall be determined by multiplying (a) the unpaid portion of the invoice, by (b) the ratio of the number of days from the due date to the date of actual payment to 365, and by (c) the interest rate determined in accordance with Section 154.501(d) of the Commission's regulations. If such failure to pay continues for thirty (30) days after payment is due and Transporter has provided Shipper and the Commission with at least thirty (30) days notice that service will terminate due to the non-payment, Transporter, in addition to any other remedy it may have under the service contract, may, after application to and authorization by the Commission, if that authorization is necessary, terminate the service agreement; provided, however, that if Shipper in good faith shall dispute the amount of any such invoice or part thereof and shall pay to Transporter such amounts as it concedes to be correct in addition to providing such remittance detail and documentation identifying the basis for the dispute, and at any time within thirty (30) days after a demand made by Transporter shall furnish good and sufficient security, as set forth in Section 6.2 of these General Terms and Conditions, guaranteeing payment to Transporter of the amount ultimately found due upon such invoices after a final determination, which may be reached either by agreement or judgment of the courts, as may be the case, then Transporter shall not be entitled to terminate the service agreement until default be made in the conditions of such bond.

- 16.5 Adjustment of underpayment, overpayment or error in billing: If it shall be found within six months of the date the invoice was rendered that a Shipper has been overcharged or undercharged in any form whatsoever under the provisions of this FERC Gas Tariff or the service agreement for the services for which the Shipper was charged under such invoice and Shipper shall have actually paid the invoices containing such overcharge or undercharge, then within thirty (30) days after the final determination thereof, which shall be no later than ninety (90) days from the date which the claim for adjustment was made, Transporter shall refund the amount of such overcharge and Shipper shall pay the amount of any such undercharge; provided, however, if the overcharge or undercharge is the result of a deliberate omission or misrepresentation by either party or a mutual mistake of fact, then the period for resolving adjustments is tolled until the claimed adjustment is settled. Interest calculated in accord with Section 16.4 above shall apply to any overcharge or undercharge not paid or refunded within thirty (30) days from the date of the determination of the amount of the undercharge or overcharge.
- 16.6 Nothing in these General Terms and Conditions or in any of Transporter's Rate Schedules or service agreements is intended to limit the rights of Transporter or Shipper with respect to invoicing and payment or any other provision contained in either the General Terms and Conditions, the Rate Schedules, or the Service Agreements in fora outside the Federal Energy Regulatory Commission.

17. RELEASE OF RIGHTS TO FIRM TRANSPORTATION SERVICE

17.1 Applicability - This Section 17 implements Section 284.8 of the Commission's regulations and is applicable to any Shipper that holds rights to firm transportation that elects to temporarily or permanently release all or a portion of such firm transportation rights ("Releasing Shipper"). For purposes hereof, the term "transportation," "transportation service" or "transportation rights" shall include firm transportation service offered under Rate Schedules FT-A and FT-L, and the term "release" or "released" shall apply to permanent as well as temporary releases unless otherwise noted. A Releasing Shipper shall have the right to release any portion of its firm transportation rights and obligations but only to the extent that the rights so released are acquired by another party pursuant to the provisions of this Section 17, that executes either a Released Transportation Service Agreement for a temporary release or a Service Agreement pursuant to Rate Schedule FT-A or FT-L, as applicable, for a permanent release. Such party shall be referred to herein as "Replacement Shipper". A person that desires to bid on and obtain firm transportation rights released under the provisions of this Section 17 shall be known as a "Bidder."

Permanent Capacity Releases. To the extent that any Shipper desires to release all or any part of its firm transportation rights under Rate Schedule FT-A or FT-L on a permanent basis, the procedures specified in this Section 17 shall apply. In addition, the Replacement Shipper that will acquire the capacity from Shipper must provide the credit information as required by Section 6 herein. For any permanent capacity release, the minimum bid acceptable to Transporter shall be a bid for the remainder of the term of Shipper's service agreement at the rate(s) Shipper is obligated to pay Transporter for the capacity to be permanently released. Transporter may refuse to allow a permanent capacity release if it has a reasonable basis to conclude that it will not be financially indifferent to the release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper via e-mail and shall include in the notification the reasons for such denial. A service agreement shall be executed, as specified in Section 5.10 of these General Terms and Conditions, by Replacement Shipper and Transporter following the completion of the permanent capacity release and the approval processes.

For the purpose of this Section 17, for releases that become effective on or after July 30, 2008, a Releasing Shipper, a Replacement Shipper or a Bidder may specify a rate in excess of the maximum tariff rate for the applicable service if the term of the proposed release is one (1) year or less.

17.2 Releasing Shipper's Request - A Releasing Shipper that desires to release its rights to transportation on a basis that does not qualify for an exemption from

posting pursuant to Section 17.11 hereof, must post directly via LINK®, a Release Request containing the following information:

- (a) Releasing Shipper's name and transportation service agreement number;
- (b) the Maximum Daily Transportation Quantity, expressed as a numeric quantity, to be released ("Release Quantity") (including any minimum acceptable Release Quantity), subject to the calculations described in Section 17.14 below;
- (c) the proposed commencement date and term of the release (including any minimum acceptable term);
- (d) the points defining the Contract Path for the released capacity and, if such points are Primary Receipt and/or Primary Delivery Points and the Releasing Shipper is proposing to release any of its primary points and associated point quantities, the Maximum Daily Receipt Obligation and Maximum Daily Delivery Obligation, as applicable and expressed as a numeric quantity, to be released at each such point;
- (e) the reservation rates and all other applicable rates, charges, and surcharges for the released transportation, including any applicable minimum rate(s). For releases that become effective on or after July 30, 2008, the maximum and/or minimum rates specified by Releasing Shipper may exceed the maximum tariff rate for the applicable service if (i) the term of the proposed release is one (1) year or less, and (ii) the effective date of the proposed release is on or before one (1) year from the date on which Transporter is notified of the release.
- (f) whether the transportation rights are to be subject to recall or reput, and if so, (1) whether the recall rights are on a full Day or a partial Day basis, (2) whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day, and (3) any reput methods and rights associated with returning the previously recalled capacity to the Replacement Shipper. These rights and methods may be either: (i) reput must be accepted by the original Replacement Shipper for the original terms of the release, or (ii) reput may be accepted at the option of the original Replacement Shipper for the original terms of the release.
- (g) whether contingent bids may be submitted and, if so, the date by which each contingent Bidder will be required to satisfy or eliminate the contingency if Releasing Shipper elects to allow the Bidder additional time beyond the time period specified in Section 17.6 to satisfy or eliminate the contingency;

- (h) [Reserved for Future Use]
- (i) whether bids based on a volumetric rate will be accepted and any special conditions associated with release on a volumetric basis including any minimum volumetric commitment expressed as a quantity or as a percentage;
- (j) for biddable releases, the objective, non-discriminatory bid evaluation method that Releasing Shipper desires to use to determine the award of released transportation rights, as well as the Tie Break Method that Transporter will apply to award capacity among multiple bids that yield the same value; however, if Releasing Shipper specifies a bid evaluation methodology other than the standard methods of highest rate, net revenue or present value, such alternative bid evaluation method, which may include, but is not limited to, the application of the Risk of Default Factor as set forth in Section 5.8(a)(7), must be set forth with sufficient specificity that Transporter's evaluation of the bids to determine the "best bid" is a purely ministerial matter that does not require any discretionary exercise of judgment by Transporter;
- (k) whether the Releasing Shipper has made prior arrangements with a Shipper to release to such Shipper such transportation rights ("Pre-arranged Bidder"). In such event, the Releasing Shipper additionally shall submit:
 - i) the identity of the Pre-arranged Bidder; and
 - ii) the term, Release Quantity, and reservation and/or usage rates and all other applicable rates, charges, and surcharges to which the Pre-arranged Bidder has agreed.
- (l) the Business Day on which the period during which bids may be submitted ("Bid Period"), if the Releasing Shipper desires to establish a Bid Period that is longer than that set forth in Section 17.6 hereof; Releasing Shipper shall not be allowed to specify an extension of the original bid period or the pre-arranged deal match period without posting a new release;
- (m) whether the Releasing Shipper wants to permanently release all rights to the capacity;
- (n) which one of the following methods is acceptable for bidding on the Release Request:
 - Non-Index-based release – dollars and cents,
 - Non-Index-based release – percentage of maximum rate, or
 - Index-based formula as detailed in the Release Request.

The bids for the Release Request must adhere to the method specified by the Releasing Shipper.

- (o) [Reserved for Future Use]
- (p) any other conditions of the release including the date when Releasing Shipper would like biddable releases posted for bidding, if different than specified in Section 17.6 herein;
- (q) e-mail address for the Releasing Shipper contact person. It is the Releasing Shipper's responsibility to update e-mail address information provided to Transporter as necessary;
- (r) the recall notification period(s), as identified in Section 17.16(a) below, that will be available for use by the parties;
- (s) the scheduling priorities that Transporter is authorized to utilize in the event that overlapping nominations submitted by the Releasing Shipper and any Replacement Shipper are in excess of the Releasing Shipper's original MDTQ;
- (t) whether the Releasing Shipper will allow the Replacement or Prearranged Shipper to amend the Primary Receipt Point(s) and/or Primary Delivery Point(s) after the capacity is awarded;
- (u) whether the Prearranged Shipper is affiliated with the Releasing Shipper;
- (v) whether the Releasing Shipper will allow the Replacement or Prearranged Shipper to re-release the capacity acquired from the Releasing Shipper; and
- (w) whether the proposed release is to an asset manager as part of an asset management arrangement as defined in Section 284.8(h)(3) of the Commission's regulations or to a marketer participating in a state-mandated retail access program as defined in Section 284.8(h)(4) of the Commission's regulations, and, if the proposed release is part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which that obligation is in effect.

Any contingencies or special terms and conditions included in the Release Request shall not be contrary to any applicable provision of this FERC Gas Tariff. Releasing Shipper may elect not to reveal minimum conditions to anyone other than Transporter.

17.3 Replacement Shipper's Request for Capacity

Any party that desires to acquire rights to transportation service may submit to Transporter via e-mail to link-help@spectraenergy.com a Replacement Shipper Request, which shall contain the following information:

- (a) the Replacement Shipper's name and contact information;
- (b) the Maximum Daily Transportation Quantity desired;
- (c) the desired commencement date and term of the transportation service;
- (d) the desired primary receipt and delivery points and the associated Maximum Daily Receipt Obligation and Maximum Daily Delivery Obligation for the transportation service;
- (e) the maximum rate(s) that Replacement Shipper will pay for the transportation service;
- (f) whether Replacement Shipper will accept a release with recall rights, and if so, what recall rights would be acceptable; and
- (g) whether Replacement Shipper's Request is contingent, and if so, the basis for the contingency.

Transporter shall post such Replacement Shipper Request on the LINK® System for a period of one month or until a transaction is effected, whichever is shorter.

17.4 Posting of Release and Replacement Requests

- (a) Releasing Shipper shall submit all applicable information required by Section 17.2 hereof, via the LINK® System, which shall automatically assign an individual release number to the Release Request. Transporter shall post offers and bids, including prearranged deals, upon receipt; provided, however, offers and bids must be complete before posting. Only posted offers and bids will be available electronically. If a Releasing Shipper requests a later posting time, Transporter shall support such request insofar as it comports with the standard timeline set forth in Section 17.6 below; however, Transporter shall not post any minimum conditions that Releasing Shipper has elected not to disclose. The period of time for Transporter's posting of the information ("Posting Period"), and the period of time during which bids will be received on such Release Request ("Bidding Period"), shall be set forth in Section 17.6.
- (b) [Reserved for Future Use]

- (c) A Releasing Shipper may withdraw its Release Request, by notice of withdrawal received by Transporter via the LINK® System, up to the close of the applicable Bidding Period where unanticipated circumstances justify and no minimum bid has been submitted. The reason for the withdrawal must be submitted to Transporter for posting on the LINK® System.
- (d) Transporter makes no representation or warranty to any party concerning the accuracy or completeness of any posted information or concerning the willingness or ability of any Releasing Shipper to release transportation rights hereunder or of any Bidder to accept transportation rights hereunder. Transporter undertakes no obligation to any party by its posting of any information pursuant to this Section 17 and Transporter shall not be liable to any party for any damages, of any nature whatsoever, including without limitation any special, incidental or consequential damages, or any other kind that may arise in connection with the posting of information hereunder, except as provided in the LINK® System Agreement or the Trading Partner Agreement entered into between Transporter and each user of its System.

17.5 Bidding on Transportation Rights

- (a) Persons that desire to bid on released transportation or confirm pre-arranged releases must pre-qualify with Transporter by entering into a Released Transportation Service Agreement with Transporter and by demonstrating creditworthiness, in the same manner and subject to the same standards and procedures as required for firm Shippers under Section 6 of Transporter's General Terms and Conditions. The creditworthiness requirement shall be continuing in nature in the same manner and to the same extent as prescribed for firm Shippers under Section 6 of Transporter's General Terms and Conditions. Transporter will waive the creditworthiness requirement on a non-discriminatory basis for Bidders on a Release Request, and permit them to submit bids or confirm pre-arranged releases, if the Releasing Shipper provides Transporter with a guarantee satisfactory to Transporter of all financial obligations of the Replacement Shipper under its Released Transportation Service Agreement prior to the commencement of service to the Replacement Shipper.
- (b) Pre-qualified Bidders may submit bids during the Bidding Period applicable to a Release Request. All bids must be submitted via LINK®. In transmitting a bid, Bidders recognize that such bid will be accessible by other Bidders via LINK®; however LINK® will identify bids by bid number only and the name of the Bidder will not be posted.

- (c) Bidding will be an iterative process in that a Bidder may submit any number of Bids during the Bidding Period; provided that each new submission of a Bid effects the withdrawal of the previous one such that a Bidder may not have more than one Bid in contention for the capacity at the same time. If a Bidder withdraws its Bid and resubmits a new Bid, such new Bid must be at a higher rate. A Bidder retains the right to withdraw its Bid by resubmitting a new bid or with notice of withdrawal received by Transporter via the LINK® System, until the close of the Bidding Period at which time such Bid shall become binding.
- (d) Bids must contain the following information:
 - (i) the identity of the Bidder (which will be concealed during the Bid Period);
 - (ii) the Release Request number to which the Bid relates;
 - (iii) the bid rate(s) that the Bidder is willing to pay for the released transportation rights. The bid must adhere to the method specified by Releasing Shipper pursuant to Section 17.2(n) above. For releases that become effective on or after July 30, 2008, a bid rate in excess of the maximum tariff rate for the applicable service can be submitted for a proposed release with a term of one (1) year or less if the effective date of the proposed release is on or before one (1) year from the date on which Transporter is notified of the release; such rate will be utilized in the determination of the "best bid" pursuant to Section 17.7.
 - (iv) the Released Maximum Daily Transportation Quantity for the Bid;
 - (v) the term for which the Bidder wishes to obtain the transportation rights;
 - (vi) whether the bid is contingent, and if so, the basis for the contingency; and
 - (vii) an e-mail address for at least one contact person. It is the Bidder's responsibility to update e-mail address information provided to Transporter as necessary.

Any contingency included in the bid shall not be contrary to any applicable provision of this FERC Gas Tariff.

17.6 Applicable Deadlines

(a) For releases, NAESB WGQ Standard 5.3.2 provides the following Bidding Periods:

(1) For biddable releases (1 year or less):

- Offers shall be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Bid Period ends at 10:00 a.m. on the same or a subsequent Business Day.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.
- The contract is issued within one hour of the award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 15 of the General Terms and Conditions; however, in no circumstances will gas flow prior to the effective date of the release as specified in Releasing Shipper's Request.

(2) For biddable releases (more than one 1 year):

- Offers shall be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Bid Period shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.
- The contract is issued within one hour of the award posting (with a new contract number, when applicable).

- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 15 of the General Terms and Conditions; however, in no circumstances will gas flow prior to the effective date of the release as specified in Releasing Shipper's Request.
- (3) For non-biddable releases:
- The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:
 - Timely Cycle 12:00 Noon
 - Evening Cycle 5:00 p.m.
 - Intraday 1 Cycle 9:00 a.m.
 - Intraday 2 Cycle 1:30 p.m.
 - Intraday 3 Cycle 6:00 p.m.
 - The contract is issued within one hour of the award posting (with a new contract number, when applicable).
 - Nomination is possible beginning at the next available nomination cycle for the effective date of the contract. Prior to the nomination deadline for the chosen cycle for the begin date specified in the Releasing Shipper's Request, the Prearranged Shipper must initiate confirmation of prearranged deals electronically. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 15 of the General Terms and Conditions; however, in no circumstances will gas flow prior to the effective date of the release as specified in Releasing Shipper's Request.
- (4) Notwithstanding the standard timelines specified in Section 17.6(a)(3) above, Transporter shall support a process to allow the Releasing Shipper and the Pre-arranged Shipper to create and finalize pre-arranged non-biddable capacity release transactions to be effective for a given Gas Day at any time prior to 6:00 a.m. on the calendar day on which that Gas Day ends.
- (b) The capacity release timeline set forth in this Section 17.6 applies to all parties involved in the capacity release process provided that (i) all the information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered; (ii) for index-based capacity release

transactions, Releasing Shipper has provided Transporter with sufficient instructions to evaluate the corresponding bid(s) according to the timeline; and (iii) there are no special terms or conditions of the release. Transporter shall complete the capacity release process in accordance with the timeline set forth in subsection (c) below if Releasing Shipper's Release Request includes unfamiliar or unclear terms and conditions (e.g., designation of an index not supported by Transporter).

- (c) For the capacity release business process timing model, only the following methodologies are required to be supported by Transporter and provided to Releasing Shippers as choices from which they may select and, once chosen, shall be used in determining the awards from the bids submitted. They are: (1) highest rate, (2) net revenue and (3) present value. For index-based capacity release transactions, Releasing Shipper shall provide the necessary information and instructions to support the chosen methodology. Other choices of bid evaluation methodology (including other Releasing Shipper defined evaluation methodologies) or any other special terms or conditions will be accorded the same timeline evaluation treatment; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period shall cause gas flow to be at least one day later than gas could flow under the timeline set forth in Section 17.6(a).

17.7 Determination of Successful Bidder of Transportation Rights

- (a) **Bid Evaluation Methodologies:** The Releasing Shipper shall specify in the Release Request one of the following bid evaluation methodologies: (i) highest rate, (ii) net revenue, or (iii) present value. A Release Request submitted specifying one of these methods shall be accorded the timeline treatment described in Section 17.6. Releasing Shipper may choose another bid evaluation method; however, such request shall be accorded the timeline treatment described in Section 17.6(b). Transporter shall apply the method chosen to determine the successful Bidder. Transporter shall reject any bid that does not meet the minimum bid rate(s), minimum Release Quantity or minimum term specified in the Release Request. Transporter's application of Releasing Shipper's bid evaluation method shall result in as many successful Bidders as mandated thereby, provided that the volumes released to each successful Bidder shall be no less than one Dekatherm. If the Releasing Shipper desires to award to more than one winner, the Releasing Shipper should allow for the acceptance of partial MDTQ bids.
- (b) If the present value method is chosen, then Transporter shall determine the bid or bids having the highest net present value ("PV") based on the following formula:

$$PV = (\text{Bid Rate}) \times (\text{Bid Quantity}) \times ((1 - (1+i)^{-n}) / i)$$

where

Bid Rate = the daily reservation charge that the Bidder has agreed to pay.

Bid Quantity = the Released Maximum Daily Transportation Quantity stated in the Bid.

i = interest rate per Day, based on an annual rate of ten (10) percent; and

n = the term proposed by the Bidder, expressed in number of Days.

- (c) If the net revenue method is chosen, Transporter shall determine the bid or bids having the highest net revenue (NR) using the following formula:

$$NR = (\text{Bid Rate}) \times (\text{Bid Term}) \times (\text{Bid MDTQ})$$

where

Bid Rate = the daily reservation charge which the Bidder has agreed to pay.

Bid Term = the term proposed by the Bidder, in Days.

Bid MDTQ = the MDTQ stated in the Bid, measured in Dekatherms.

- (d) If a Release Request includes a Pre-arranged Bidder, then the released transportation rights shall be awarded to the Pre-arranged Bidder if:
- (i) the Pre-arranged Bidder's Bid equals or exceeds the Bid with the highest value, as determined by the bid evaluation method specified in the Releasing Shipper's Release Request; or
 - (ii) the Pre-arranged Bidder agrees to match any Bid having a higher value, within the time period provided by Section 17.6.
- (e) If only one Bidder has submitted a Bid that reflects the highest value as determined by the bid evaluation method specified in the Releasing Shipper's Release Request, the released transportation on Transporter's

system shall be awarded to that Bidder, subject to any Pre-arranged Bidder's exercise of its matching rights as set forth in Section 17.7(d)(ii) above. However, Transporter shall not award capacity release offers to the Bidder until and unless the Bidder meets Transporter's creditworthiness requirements applicable to all services that it receives from Transporter, including the service represented by the capacity release.

- (f) If two or more Bidders have submitted Bids that each reflect the highest value as determined by the bid evaluation method specified in the Releasing Shipper's Release Request, then, subject to any Pre-arranged Bidder's exercise of its matching rights, the released capacity will be awarded according to the method specified by the Releasing Shipper in the Release Request ("Tie Break Method") as a means for awarding the released capacity between two or more equal bids, best bid first, until all offered capacity is awarded. However, Transporter shall not award capacity release offers to the Bidder until and unless the Bidder meets Transporter's creditworthiness requirements applicable to all services that it receives from Transporter, including the service represented by the capacity release. In the event that both a contingent bid and a non-contingent bid meet the minimum conditions stated in Section 17.2 above and generate the "best bid", Transporter shall reject the contingent bid, even if the bid with no contingency was received later in time.
- (g) If the winning bid is a contingent bid, the Bidder that submitted such contingent bid will be required to satisfy or eliminate any contingency in accordance with the capacity release timeline set forth in Section 17.6(a) or in the Releasing Shipper's Request, as applicable, and shall confirm to Transporter via e-mail to link-help@spectraenergy.com that the contingency has been satisfied or eliminated. In the event that such Bidder fails to satisfy or eliminate its contingency pursuant to this subsection (g), the capacity will be awarded to the next highest Bidder(s) as determined pursuant to this Section 17.7.
- (h) In the event that Pre-arranged Bidder desires to exercise its right to match the "best bid," Pre-arranged Bidder must notify Transporter via the LINK® System.
- (i) For informational purposes only, Transporter shall post on LINK® the name of the winning Bidder and the terms of the successful bid, as well as the terms for the unsuccessful bid(s) for the applicable Release Request.
- (j) NAESB WGQ Standard 5.3.9 states: If the transportation service provider requires amendments for each release, the transportation service provider should automate the process of amending contracts and this may be the

subject of a global agreement between the parties. Therefore, pursuant to this NAESB WGQ standard, prior to the commencement of service pursuant to a temporary release, Transporter shall prepare and transmit to the successful Bidder an Exhibit "R-1" to its Released Transportation Service Agreement stating the Released Maximum Daily Transportation Quantity, rates, term, Maximum Daily Receipt Obligation at all Primary Receipt Points and Maximum Daily Delivery Obligation at all Primary Delivery Points, governing rate schedule, and any special terms and conditions for each awarded release. A Replacement Shipper that subsequently obtains additional transportation rights by successfully bidding on a subsequent Release Request is not required to execute an additional Released Transportation Service Agreement; rather, each such additional successful bid shall be the subject of an additional exhibit (designated sequentially "Exhibit R-2", "Exhibit R-3", etc.) to be added to such Replacement Shipper's Released Transportation Service Agreement. Transporter shall prepare all exhibits for Replacement Shippers based on the information in the applicable Release Request and the successful bid, and each such exhibit shall be deemed incorporated in the transportation agreement to which it relates and shall thereby amend such agreement effective upon commencement of service to the Replacement Shipper. Such exhibits shall not require execution by the Replacement Shipper to become effective. East Tennessee will notify the Releasing Shipper with recall rights of the name of new Replacement Shippers who subsequently obtain all or a portion of such capacity after the exhibit to Replacement Shipper's Released Transportation Service Agreement is prepared.

- (k) [Reserved for Future Use]
- (l) Prior to the commencement of service pursuant to a permanent release, Transporter shall prepare and transmit to the successful Bidder a Firm Transportation Service Agreement stating the Maximum Daily Transportation Quantity, rates, term, Maximum Daily Receipt Obligation at all Primary Receipt Points and Maximum Daily Delivery Obligation at all Primary Delivery Points, and the governing rate schedule. Transporter shall send to the Releasing Shipper a revised Exhibit A to Releasing Shipper's FT-A or FT-L Agreement, as applicable, in the event of the permanent release of a portion of the Maximum Daily Transportation Quantity. Releasing Shipper shall sign and return to Transporter within three days of the date of its transmittal a new Exhibit A for a partial release or a request for termination of the FT-A or FT-L Agreement for a permanent release of the entire Maximum Daily Transportation Quantity. No permanent release shall become effective until (i) the Releasing Shipper has signed and returned a new Exhibit A or a written request for termination, as applicable, and (ii) the successful Bidder has executed the Firm Transportation Service Agreement.

- 17.8 [Reserved for Future Use]
- 17.9 Re-release of Capacity - A Replacement Shipper shall be allowed to release the capacity acquired from a Releasing Shipper under its Released Transportation Service Agreement, provided that the original release was not volumetrically based, unless specifically precluded by the Releasing Shipper in its Release Request or prohibited by regulations.
- 17.10 Submission of Release Documents - Parties shall submit all necessary information, Release Requests, bids, and notices of withdrawal of offers and bids to Transporter via the LINK® System.
- 17.11 Releases Permitted Without Prior Posting - A Releasing Shipper may elect to release some or all of its transportation rights without prior competitive bidding if its proposed release qualifies under this Section 17.11.
- (a) Short-Term Release Election - Prior posting on the LINK® System and competitive bidding will not be required if:
- (i) the term of the proposed capacity release for which Releasing Shipper has obtained a Prearranged Shipper is thirty-one (31) Days or less, and Releasing Shipper elects not to post such proposed capacity release for bidding; and
 - (ii) [Reserved for Future Use]
 - (iii) When a release of capacity for a period of thirty-one (31) days or less is not subject to the bidding requirements under this Section 17.11(a), a Releasing Shipper may not rollover, extend, or in any way continue the capacity release to the same Replacement Shipper which utilizes the same capacity or overlaps such capacity using the thirty-one (31) day or less bidding exemption described in Section 17.11(a)(i) above until twenty-eight (28) days after the first release period has ended. The twenty-eight (28) day hiatus does not apply to any re-release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding described in this Section 17.11.
- (b) Maximum Rate Pre-arranged Bidder: Prior posting on the LINK® System and competitive bidding will not be required if a Prearranged Bidder has agreed to Transporter's maximum applicable rate stated in the Release Request and the term of the proposed capacity release is more than one (1) Year, provided that:

- (i) the Releasing Shipper provides Transporter with the information specified in Section 17.2 (a), (b), (c), (d), (e), (f), (k), (m), (n), (p), (q), (r), (s), (t), (u), (v) and (w).
- (ii) [Reserved for Future Use]
- (ii) prior to the commencement of service, the Pre-arranged Bidder enters into a Released Transportation Service Agreement with Transporter incorporating the information required by Section 17.11(b)(i) and establishing creditworthiness in accord with the same standards and procedures as provided for Bidders in Section 17.5.
- (c) Asset Management Arrangement: Prior posting on the LINK® System and competitive bidding will not be required if the proposed capacity release is to an asset manager, as defined in Section 284.8(h)(3) of the Commission's regulations, regardless of the term of the proposed capacity release.
- (d) Retail Access Program: Prior posting on the LINK® System and competitive bidding will not be required if the proposed capacity release is to a marketer participating in a state-mandated retail access program, as defined in Section 284.8(h)(4) of the Commission's regulations, regardless of the term of the proposed capacity release.

17.12 Marketing of Released Capacity - Transporter shall have no obligation to market any capacity available to be released by a Releasing Shipper. Transporter, however, may agree to market capacity for a Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service. Any marketing services rendered by Transporter will be provided on a non-discriminatory basis.

17.13 Further Conditions on Release of Transportation.

- (a) Persons participating in this release program agree to be bound by and shall comply with the terms and conditions of this FERC Gas Tariff, and all applicable Commission rules, orders and regulations.
- (b) All terms and conditions in all Release Requests must be objectively stated, applicable to all Bidders and non-discriminatory.
- (c) The minimum term for release can be less than one Day and the maximum term shall not extend beyond the remaining term of the Releasing Shipper's transportation service agreement.

- (d) The maximum rates for any release shall be the applicable maximum reservation charge and usage charge, as well as all other applicable rates, charges, and surcharges set forth in this FERC Gas Tariff, notwithstanding any discount to such rates, charges or surcharges then in effect for the Releasing Shipper; provided, however, for releases that become effective on or after July 30, 2008, the rate for any capacity release transaction with a term of one (1) year or less may exceed the maximum tariff rate for the applicable service if the effective date of the release is on or before one (1) year from the date on which Transporter is notified of the release.
- (e) All terms and conditions of all releases must be consistent with the terms and conditions of the Releasing Shipper's transportation service agreement and with this FERC Gas Tariff, including the provisions on nominations and scheduling of transportation and curtailment of service.
- (f) [Reserved for Future Use]
- (g) Subsequent to the posting of the Release Request or the Bid on LINK®, Transporter may, in its sole discretion, invalidate any Release Request or any Bid that does not conform in any material respect to the requirements of this Section 17. Such invalidated Release Request or Bid shall be deemed null and void.
- (h) Notwithstanding anything herein to the contrary, all Releasing Shippers that release capacity on a temporary basis shall remain responsible for payment of all demand charges for released transportation; provided, however, that Transporter and Shipper may, in connection with their agreement to a Negotiated Rate under a firm transportation rate schedule, agree upon Releasing Shipper payment obligations and crediting mechanisms in the event of a capacity release that vary from or are in addition to those set forth herein and in Subsection (i) of this Section; provided that nothing in the foregoing proviso shall authorize Transporter or Shipper to violate the Commission's policy with respect to negotiation of terms and conditions of service. The Releasing Shipper shall receive a demand credit equal to the demand dollars which Transporter bills to the Replacement Shipper. A demand rate for the purposes of this Section consists of (i) the base demand rate, and (ii) all applicable surcharges. Any discount from said rate comes first off the surcharges and then off the base demand rate. Therefore a Releasing Shipper paying a discounted rate is only entitled to receive any revenues from the release of its capacity that exceed the amount of the applicable surcharges.
- (i) Transporter shall bill Replacement Shipper in accordance with Section 16 of the General Terms and Conditions based upon the rates, charges, and surcharges incorporated in the Exhibit R to the Released Transportation

Service Agreement. The commodity charges for the Replacement Shipper will include the maximum commodity rate under the applicable rate schedule including all adjustments. If the Replacement Shipper fails to pay all or any portion of any bill by the due date specified on the bill, Transporter shall send an invoice to the Releasing Shipper for all unpaid amounts up to the amount of the Releasing Shipper's reservation charge, which the Releasing Shipper shall pay to Transporter with interest on the unpaid amount, which interest shall be calculated from the date that Transporter credited the Releasing Shipper for the applicable demand charges in accord with (h) above. The interest rate used in this calculation will be determined in accordance with Section 154.501(d) of the Commission's Regulations. Releasing Shipper shall submit the payment within ten days of receipt of Transporter's invoice. Releasing Shipper shall be responsible for obtaining reimbursement for any such payment from Replacement Shipper. Failure of either the Replacement Shipper or Releasing Shipper to pay bills shall entitle Transporter to exercise the remedies available under the applicable service agreements and this FERC Gas Tariff, including suspension of service to the Releasing Shipper and the Replacement Shipper, as well as any other remedies available to Transporter.

- (j) Except in the case of a permanent release, any increase in Transporter's rates, charges, and surcharges shall remain the responsibility of the Releasing Shipper; provided, however, that the Releasing Shipper may provide in its Release Request for the rates, charges or surcharges for released service rights to increase in accordance with such increase in Transporter's rates, charges, and surcharges. Any refunds of any rates or charges ordered by the Commission shall be paid by Transporter to the Releasing Shipper.
- (k) Except in the case of a permanent release, the Replacement Shipper's service under a Released Transportation Service Agreement shall be subject to and governed by the terms and conditions of the Releasing Shipper's transportation service agreement and governing rate schedule and the Released Transportation Service Agreement.
- (l) [Reserved for Future Use]
- (m) Replacement Shippers may not change Primary Delivery Points or otherwise alter the underlying agreement unless agreed to by the Releasing Shipper. Replacement Shippers may use Secondary Delivery Points.
- (n) All transportation rights released hereunder shall be scheduled and curtailed as firm transportation service under Section 15 of these General Terms and Conditions. Interruption or curtailment of such released service

shall be in accordance with interruption or curtailment of firm service under this Tariff and as prescribed by the terms of the release.

- (o) In addition to releasing a portion of all capacity rights under a firm service agreement under Rate Schedule FT-A, capacity rights under Rate Schedule FT-A may be released in discrete packages representing all or a fraction of the firm (within Contract Path) capacity rights in any segment of Transporter's system as provided in Section 19.2 of the General Terms and Conditions, provided, however, that the sum of capacity released and scheduled in any segment cannot exceed the MDTQ that the Releasing Shipper originally contracted for in that segment. Releasing Shippers and Replacement Shippers shall not have rights through this Section 17.13(o) to use overlapping segments where, in the overlapped portion, the total capacity released and scheduled exceeds the original MDTQ.
- (p) For releases that become effective on or after July 30, 2008, the rate paid by a Replacement Shipper in any capacity release transaction with a term of one (1) year or less which is not subject to the maximum rate cap will be deemed to be a final rate and is not subject to refund if the effective date of the release is on or before one (1) year from the date on which Transporter was notified of the release.

17.14 Partial Day Release Quantity

- (a) The daily contractual entitlement that can be released by a Releasing Shipper for a partial Day release is limited to the lesser of:
 - (i) the quantity contained in the Release Request submitted by the Releasing Shipper; or
 - (ii) a quantity equal to the difference between the MDTQ for the contract to be released by the Releasing Shipper and the quantity scheduled for that period of the Day prior to the effective time of the release of the capacity, based upon the elapsed-prorated-scheduled quantity.

This allocated daily contractual entitlement shall be used for purposes of nominations, billing, and if applicable, for overrun calculations.

- (b) If on the Day of a partial Day release the Releasing Shipper's existing Scheduled Quantity exceeds the MDTQ remaining on the original contract after the award of the partial Day release, then the Releasing Shipper must reduce its nominated quantity to a quantity that is equal to or less than the MDTQ remaining on the original contract.

17.15 Transporter's Rights to Terminate Temporary Capacity Releases.

In the event of a temporary release for which (1) Transporter has given notice of termination of the Releasing Shipper's contract because the Releasing Shipper no longer satisfies Transporter's credit requirements as outlined in Section 6 of Transporter's General Terms and Conditions and (2) the reservation charge specified in the effective Exhibit R to the Released Transportation Service Agreement is less than the level of the reservation charge which the Releasing Shipper was obligated to pay Transporter (or, if the Releasing Shipper is paying a negotiated rate, the sum of all reservation-type and usage-type charges), then Transporter shall be entitled to terminate the Exhibit, upon 30 Days' written notice to the Replacement or Prearranged Shipper, unless the Replacement or Prearranged Shipper agrees prior to the end of said 30-Day notice period to pay for the remainder of the term of the Exhibit one of the following: (i) the reservation and commodity charges at levels which the Releasing Shipper was obligated to pay Transporter, (ii) the applicable maximum tariff rate, or (iii) such rate as mutually agreed to by Transporter and Replacement or Prearranged Shipper. Shipper may elect to pay the lesser of the foregoing three options. If the subject release was a segmented release, Transporter shall not be required to permit Replacement or Prearranged Shipper to retain its geographic segment of capacity, and may require Replacement or Prearranged Shipper to pay for the full capacity path of the defaulting Releasing Shipper at the lower of the rate the defaulting Releasing Shipper paid or the applicable maximum tariff rate. Transporter's right to terminate the Exhibit is subject to Transporter providing written notice of termination to the Replacement or Prearranged Shipper within 60 Days of the determination by Transporter that the Releasing Shipper no longer satisfies Transporter's credit requirements. Termination of the Exhibit shall not occur prior to termination of the Releasing Shipper's contract.

17.16 Recall/Reput Provisions.

(a) Recall Provisions

Releasing Shipper's rights to recall capacity on a full Day or partial Day basis shall be stated clearly in the Release Request. The purchase of gas by a Releasing Shipper from a Replacement Shipper at the Releasing Shipper's city gate point(s) shall not be deemed to be the exercise of a recall by the Releasing Shipper.

The Releasing Shipper shall provide capacity recall notification to Transporter via the LINK® System. The recall notification shall specify the recall notification period for the specified effective Gas Day, as well as any other information needed to uniquely identify the capacity being recalled.

Transporter shall support the following recall notification periods for all released capacity subject to recall rights:

- (i) Timely Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (b) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due;
- (ii) Early Evening Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
 - (b) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due;
- (iii) Evening Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
 - (b) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due;
- (iv) Intraday 1 Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
 - (b) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due;
- (v) Intraday 2 Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 12:00 p.m. on the day that Intraday 2 Nominations are due;
 - (b) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due;
- (vi) Intraday 3 Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due;

- (b) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.

For recall notification provided to Transporter prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m., Transporter shall provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For recall notification provided to Transporter after 5:00 p.m. and prior to 7:00 a.m., Transporter shall provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification.

Transporter's notices of recalled capacity to all affected Replacement Shippers shall be provided via the LINK® System, along with written notice via e-mail communication to those Replacement Shipper contact person(s) identified in the Replacement Shipper's bid submitted pursuant to Section 17.5(d)(vii) of these General Terms and Conditions. Such notices shall contain the information required to uniquely identify the capacity being recalled, and shall indicate whether penalties will apply for the Gas Day for which quantities are reduced due to a capacity recall. Upon receipt of notification of the recall from Transporter, each affected Replacement Shipper shall revise its nominations within the applicable nomination cycle in order to implement the recall. Each affected Replacement Shipper will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall. Replacement Shippers involved in re-release transactions may receive notice slightly after the first Replacement Shipper receives notice. The recalling Releasing Shipper may nominate the recalled capacity consistent with the applicable nomination cycle, as defined in Section 15.2(d) of these General Terms and Conditions.

For recall notifications provided to Transporter during the Timely, Early Evening or Evening recall notification period, the recall shall be effective as of the beginning of the specified effective Gas Day. For recall notifications provided during the Intraday 1, Intraday 2, or Intraday 3 recall notification period, the recall shall be effective at 2:00 p.m., 6:00 p.m., or 10:00 p.m., respectively, on the specified effective Gas Day.

- (b) Partial Day Recall Quantity

The daily contractual entitlement that can be recalled by a Releasing Shipper for a partial Day recall is a quantity equal to the lesser of:

- (1) The quantity specified in the Releasing Shipper's notice to recall capacity; or

- (2) The difference between the quantity released by the Releasing Shipper and the Elapsed Prorata Capacity.

In the recall notification provided to Transporter by the Releasing Shipper, the quantity to be recalled shall be expressed in terms of the adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. In the event of an intraday capacity recall, Transporter shall determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity.

The amount of capacity allocated to the Replacement Shipper(s) shall equal the original released quantity less the recalled capacity. This allocated daily contractual quantity shall be used for purposes of nominations, billing, and if applicable, for overrun calculations. As a result of the allocation of capacity described in this section, Transporter shall not be obligated to deliver a combined quantity to the Releasing Shipper and the Replacement Shipper(s) that is in excess of the total daily contract quantity of the release.

- (c) Reput Provisions

Transporter shall support the function of reputting by the Releasing Shipper. The Releasing Shipper may reput previously recalled capacity to the Replacement Shipper pursuant to the reput rights and methods identified in the Releasing Shipper's Notice to release capacity, as required by Section 17.2(f) above. When capacity is recalled, such capacity may not be reput for the same Gas Day. The deadline for the Releasing Shipper to notify Transporter of a reput of capacity is 8:00 a.m. to allow the Replacement Shipper to submit timely nominations for gas to flow on the next Gas Day.

17.17 Notices to Releasing Shippers.

Transporter shall provide the original Releasing Shipper with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Transporter to the Releasing Shipper's Replacement Shipper(s), of the following:

- (1) Notice to the Replacement Shipper regarding the Replacement Shipper's past due, deficiency, or default status pursuant to Transporter's tariff;
- (2) Notice to the Replacement Shipper regarding the Replacement Shipper's suspension of service notice;
- (3) Notice to the Replacement Shipper regarding the Replacement Shipper's contract termination notice due to default or credit-related issues; and

- (4) Notice to the Replacement Shipper that the Replacement Shipper(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Transporter's tariff.

17.18 Index-based Capacity Release Transactions

- (a) For index-based capacity release transactions, Releasing Shipper must specify which one of the following methods is acceptable for bidding on a given index-based Release Request:
 - a percentage of the formula,
 - a dollars and cents differential from the formula,
 - a dollars and cents differential from the Rate Floor, or
 - an approved methodology in Transporter's tariff, if any.

When bidding is based upon a dollars and cents differential from the Rate Floor, the invoiced rate for the award shall be calculated as the greater of (i) the result of the formula or (ii) the Rate Floor plus the high bid's differential, both not to exceed Transporter's maximum reservation rate, if applicable.

Releasing Shipper may specify another method in the special terms and conditions; however, the Release Request will be processed within the capacity release timeline specified in Section 17.6(b) above.

- (b) For index-based capacity release transactions, Transporter shall support a Rate Floor to be specified by Releasing Shipper in the Release Request.
- (c) Unless otherwise specified in the Transporter's tariff, for index-based capacity release transactions where the result of the award is to be applied on a monthly basis, and the formula detailed in the capacity release award requires calculations on a daily basis, the results of such daily calculations may exceed the applicable maximum daily reservation rate or be less than the applicable minimum daily reservation rate. However, any resulting monthly reservation rate may not exceed Transporter's maximum monthly reservation rate, as applicable, or be less than the Rate Floor specified in the capacity release award.

If the resulting monthly reservation rate exceeds Transporter's maximum reservation rate, as applicable, Transporter's maximum reservation rate shall be used for invoicing. If the resulting monthly reservation rate is less than the Rate Floor, the Rate Floor shall be used for invoicing.

- (d) For invoicing of volumetric index-based capacity release transactions, where the result of the formula detailed in the capacity release award is to

be applied on a daily basis, if the calculated daily rate exceeds Transporter's applicable maximum reservation rate or is less than the Rate Floor specified in the capacity release award, Transporter's maximum reservation rate or the Rate Floor, respectively, shall apply.

- (e) Transporter shall support two non-public price index references that are representative of receipt and delivery points on its system for fixed-price transactions with next-day or next-month delivery obligations. In any event, Transporter shall support all price indices it references in its FERC Gas Tariff. In addition, Transporter shall evaluate those publicly available price index references requested by its Shippers that do not require any license(s)/subscription(s) for their use and support those that are representative of the applicable receipt and delivery points. Further:
- (1) The identity of all supported price index references shall be posted on Transporter's Informational Postings Web site, including the duration of the license(s)/subscription(s) for posted price index reference(s).
 - (2) Upon request of a Shipper holding capacity that can be released on Transporter's system, Transporter, in consultation with its Shippers, shall review the price index references (including publicly available price index references), and update the price index references to reflect the agreed upon results of that consultation. All parties shall act reasonably and in good faith in the review process. Transporter shall not unreasonably withhold agreement to such proposed changes. Such review should occur no more frequently than annually.
 - (3) Releasing Shippers requesting the use of price index references not supported by Transporter will be responsible for providing/maintaining adequate license(s)/subscription(s) for Transporter for such additional price index reference(s) such that Transporter is able to reasonably determine that it is adequately licensed to fulfill its business responsibilities associated with index-based capacity release transactions. Such license(s)/subscription(s) shall, at a minimum be for the term of the initial release(s) that use such index references or until such index reference becomes generally supported by Transporter as referenced above. These price index reference(s) will then be supported by Transporter and available for index-based capacity release transactions for the duration of the license(s)/subscription(s) and their identity(ies) posted on Transporter's Informational Postings Web site.

- (4) Regarding paragraphs 2 and 3 above, Transporter reserves the right, in its own discretion, to review any license(s)/subscription(s) that would legally bind Transporter and to evaluate the legal propriety of same as it pertains to Transporter. Transporter may, with reasonable cause, require modification of the license(s)/subscription(s) to resolve its concerns relative to any license(s)/subscription(s) that would legally bind Transporter.
- (5) Each party involved in an index-based release activity assumes no liability for the use of price index information by other parties to the release. Transporter's support of any price index reference does not make it responsible for ensuring that Releasing Shipper(s) or Replacement Shipper(s) possesses any license(s)/subscriptions(s) that may be required to use such price index reference.
- (f) For index-based capacity release transactions, upon mutual agreement between Releasing Shipper and Transporter, Releasing Shipper shall provide Transporter and Replacement Shipper with the detailed calculation of the reservation rate(s). Except as provided below, this rate(s) will be stated on the invoice provided by Transporter to Replacement Shipper pursuant to the capacity release award. The results of Releasing Shipper's calculations shall conform to the capacity release award and/or to Transporter's minimum and maximum reservation rates, as applicable.
- For reservation and monthly volumetric index-based capacity release transactions, the detailed calculation shall be provided in a mutually agreed upon format no later than the second Business Day of the Month following the transportation under the release.
 - For volumetric index-based capacity release transactions requiring a daily rate calculation, the detailed calculation shall be provided in a report pursuant to Section 17.18(i) below.

If the report is not provided by the applicable deadline above or is deficient, Transporter will notify Releasing Shipper to provide Transporter with a correct report within one Business Day. Thereafter, in the absence of a conforming report, Transporter will invoice Replacement Shipper the greater of the Rate Default specified in the Release Request or the Rate Floor plus any differential specified in the capacity release award.

Upon notification to Transporter by both Releasing Shipper and Replacement Shipper that prior period adjustments to the calculated reservation rates used in the invoice are appropriate, invoiced amounts can be revised subsequently, upward or downward, to conform to the capacity

release award, subject to the standards governing prior period adjustments within the NAESB WGQ Invoicing Related Standards and the provisions of Section 16.5 of these General Terms and Conditions.

- (i) For index-based capacity release transactions, the rate to be used in the invoice shall be the greater of:
- the results of the calculation of the formula from the capacity release award (if the formula cannot be calculated, the Rate Default specified in the Release Request), or
 - the Rate Floor plus any differential as specified in the capacity release award.

The rate used in the invoice shall not be greater than Transporter's maximum reservation rate, as applicable.

- (h) For index-based capacity release transactions, Transporter shall support the ability of Releasing Shipper to specify in the Release Request a non-biddable Rate Default. The Rate Default cannot be less than the Rate Floor, if any.
- (i) For volumetric index-based capacity release transactions, where Releasing Shipper performs invoicing calculations pursuant to Section 17.18(f) above, Transporter shall provide allocated quantities to Releasing Shipper according to a mutually agreed upon timetable. Releasing Shipper shall have at least one Business Day to process the quantities prior to returning such invoicing information to Transporter in a tabular format.

Transporter shall provide the allocated quantities to Releasing Shipper in a tabular file to be described by Transporter. The first row of the file shall contain the column headers and data shall begin on the second row of the file. In addition, the first column shall contain the applicable Gas Day(s).

18. RELEASE OF RIGHTS TO LNGS SERVICE

18.1 **Applicability** - This Section 18 implements Section 284.8 of the Commission's regulations and is applicable to any Shipper that holds rights to LNGS Service pursuant to Transporter's Rate Schedule LNGS that elects to temporarily or permanently release all or a portion of such storage rights ("Releasing Shipper"). A Releasing Shipper shall have the right to release any portion of its storage rights but only to the extent that the rights so released are acquired by another party pursuant to the provisions of this Section 18, that executes either a Released Storage Service Agreement for a temporary release or a Service Agreement pursuant to Rate Schedule LNGS for a permanent release. Such party shall be referred to herein as "Replacement Shipper". A person that desires to bid on and obtain storage rights released under the provisions of this Section 18 shall be known as a "Bidder."

Permanent Capacity Releases. To the extent that any Shipper desires to release all or any part of its firm storage rights under Rate Schedule LNGS on a permanent basis, the procedures specified in this Section 18 shall apply. In addition, the Replacement Shipper that will acquire the capacity from Shipper must provide the credit information as required by Section 6 herein. For any permanent capacity release, the minimum bid acceptable to Transporter shall be a bid for the remainder of the term of Shipper's service agreement at the rate(s) Shipper is obligated to pay Transporter for the capacity to be permanently released. Transporter may refuse to allow a permanent capacity release if it has a reasonable basis to conclude that it will not be financially indifferent to the release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper via e-mail and shall include in the notification the reasons for such denial. A service agreement shall be executed, as specified in Section 5.10 of these General Terms and Conditions, by Replacement Shipper and Transporter following the completion of the permanent capacity release and the approval processes.

For the purpose of this Section 18, for releases that become effective on or after July 30, 2008, a Releasing Shipper, a Replacement Shipper or a Bidder may specify a rate in excess of the maximum tariff rate for the applicable service if the term of the proposed release is one (1) year or less.

18.2 **Releasing Shipper's Request** - A Releasing Shipper that desires to release its rights to LNG storage in a manner that does not qualify for an exemption from posting pursuant to Section 18.11, must post directly via LINK®, a Release Request containing the following information:

(a) Releasing Shipper's name and LNGS service agreement number;

- (b) the Maximum Daily LNGS Quantity and Winter Season LNGS Quantity, expressed as a numeric quantity, to be released (including any minimum acceptable quantity);
- (c) the proposed commencement date and term of the release (including any minimum acceptable annual term);
- (d) the reservation rates and all other applicable rates, charges, and surcharges for the released storage, including any applicable minimum rate(s). For releases that become effective on or after July 30, 2008, the maximum and/or minimum rates specified by Releasing Shipper may exceed the maximum tariff rate for the applicable service if the term of the proposed release is one (1) year or less.
- (e) whether the storage rights are to be subject to recall or reput, and if so, (1) whether the recall rights are on a full day or a partial day basis, (2) whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day, and (3) any reput methods and rights associated with returning the previously recalled capacity to the Replacement Shipper. These rights and methods may be either: (i) reput must be accepted by the original Replacement Shipper for the original terms of the release, or (ii) reput may be accepted at the option of the original Replacement Shipper for the original terms of the release.
- (f) for biddable releases, the objective, non-discriminatory bid evaluation method that Releasing Shipper desires to use to determine the award of released storage rights, as well as the Tie Break Method that Transporter will apply to award capacity among multiple bids that yield the same value; however, if Releasing Shipper specifies a bid evaluation methodology other than the standard methods of highest rate, net revenue or present value, such alternative bid evaluation method must be set forth with sufficient specificity that Transporter's evaluation of the bids to determine the "best bid" is a purely ministerial matter that does not require any discretionary exercise of judgment by Transporter;
- (g) whether the Releasing Shipper has made prior arrangements with a person to release to such person such storage rights ("Pre-arranged Bidder"). In such event, the Releasing Shipper additionally shall submit:
 - (i) the identity of the Pre-arranged Bidder; and
 - (ii) the term, released Maximum Daily LNGS Quantity, Winter Season LNGS Quantity, and reservation rates and all other applicable rates, charges, and surcharges to which the Pre-arranged Bidder has agreed.

- (h) which one of the following methods is acceptable for bidding on the Release Request:
- Non-Index-based release – dollars and cents,
 - Non-Index-based release – percentage of maximum rate, or
 - Index-based formula as detailed in the Release Request.
- The bids for the Release Request must adhere to the method specified by the Releasing Shipper.
- (i) whether contingent bids may be submitted and, if so, the date by which each contingent Bidder will be required to satisfy or eliminate the contingency if Releasing Shipper elects to allow the Bidder additional time beyond the time period specified in Section 18.6 to satisfy or eliminate the contingency;
- (j) the Business Day on which the period during which bids may be submitted ("Bid Period") will expire, if the Releasing Shipper desires to establish a Bid Period that is longer than that set forth in Section 18.6 hereof; Releasing Shipper shall not be allowed to specify an extension of the original bid period or the pre-arranged deal match period without posting a new release;
- (k) any other conditions of the release including the date when Releasing Shipper would like biddable releases posted for bidding, if different than specified in Section 17.6 herein;
- (l) e-mail address for the Releasing Shipper contact person. It is the Releasing Shipper's responsibility to update e-mail address information provided to Transporter as necessary.
- (m) the recall notification period(s), as identified in Section 18.15 (a) below, that will be available for use by the parties;
- (n) whether the Releasing Shipper wants to permanently release all rights to the capacity;
- (o) whether the Prearranged Shipper is affiliated with the Releasing Shipper;
- (p) whether the Releasing Shipper will allow the Replacement or Prearranged Shipper to re-release the capacity acquired from the Releasing Shipper; and
- (q) whether the proposed release is to an asset manager as part of an asset management arrangement as defined in Section 284.8(h)(3) of the Commission's regulations or to a marketer participating in a state-

mandated retail access program as defined in Section 284.8(h)(4) of the Commission's regulations, and, if the proposed release is part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which that obligation is in effect.

In addition, Releasing Shipper's offer to release capacity may include conditions concerning the sale and/or repurchase of gas in storage inventory outside of the context of an asset management arrangement as defined in Section 284.8(h)(3) of the Commission's regulations as well as further negotiated terms and conditions related to the commodity portion of the transaction.

Any contingencies or special terms and conditions included in the Release Request shall not be contrary to any applicable provision of this FERC Gas Tariff. Releasing Shipper may elect not to reveal minimum conditions to anyone other than Transporter

18.3 Replacement Shipper's Request for Capacity

Any party that desires to acquire rights to LNGS service may submit to Transporter via e-mail to link-help@spectraenergy.com a Replacement Shipper Request, which shall contain the following information:

- (a) the Replacement Shipper's name and contact information;
- (b) the Maximum Daily LNGS Quantity and Winter Season LNGS Quantity desired;
- (c) the desired commencement date and term of the storage service;
- (d) the maximum rate(s) that Replacement Shipper will pay for the storage service;
- (e) whether Replacement Shipper will accept a release with recall rights, and if so, what recall rights would be acceptable; and
- (f) whether Replacement Shipper's Request is contingent, and if so, the basis for the contingency.

Transporter shall post such Replacement Shipper Request on the LINK® System for a period of one month or until a transaction is effected, whichever is shorter.

18.4 Posting of Release and Replacement Requests

- (a) Releasing Shipper shall submit all applicable information required by Section 18.2 hereof, via the LINK® System, which shall automatically assign an individual release number to the Release Request; Transporter shall post offers and bids, including prearranged deals, upon receipt; provided, however, offers and bids must be complete before posting. Only posted offers and bids will be available electronically. If a Releasing Shipper requests a later posting time, Transporter shall support such request insofar as it comports with the standard timeline set forth in Section 17.6 below; however, Transporter shall not post any minimum conditions that Releasing Shipper has elected not to disclose. The period of time for Transporter's posting of the information ("Posting Period"), and the period of time during which bids will be received on such Release Request ("Bidding Period"), shall be as set forth in Section 18.6.
- (b) A Shipper may withdraw its Release Request by notice of withdrawal received by Transporter via the LINK® System up to the close of the applicable Bidding Period where unanticipated circumstances justify and no minimum bid has been submitted. The reason for the withdrawal must be submitted to Transporter via the LINK® System.
- (c) [Reserved for Future Use]
- (d) Transporter makes no representation or warranty to any party concerning the accuracy or completeness of any posted information or concerning the willingness or ability of any Releasing Shipper to release storage rights hereunder or of any Bidder to accept storage rights hereunder. Transporter undertakes no obligation to any party by its posting of any information pursuant to this Section 18 and Transporter shall not be liable to any party for any damages of any nature whatsoever, including without limitation any special, incidental or consequential damages, or any other kind that may arise in connection with the posting of information hereunder, except as provided in the LINK® System Agreement or Trading Partner Agreement entered into between Transporter and each user of its System.

18.5 Bidding for Storage Rights

- (a) Persons that desire to bid on released storage rights or confirm pre-arranged releases must pre-qualify with Transporter by entering into a Released Storage Service Agreement with Transporter and by demonstrating creditworthiness in the same manner and subject to the same standards and procedures as required for firm Shippers under Section 6 of Transporter's General Terms and Conditions. The creditworthiness requirement shall be continuing in nature in the same manner and to the same extent as prescribed for Shippers in Section 6 of Transporter's General Terms and Conditions. Transporter will waive the

creditworthiness requirement on a non-discriminatory basis for Bidders on a Release Request, and permit them to submit Bids or confirm pre-arranged releases, if the Releasing Shipper provides Transporter with a guarantee satisfactory to Transporter of all financial obligations of the Replacement Shipper under its Released Storage Service Agreement prior to the commencement of service to the Replacement Shipper.

- (b) Pre-qualified Bidders may submit Bids during the Bidding Period applicable to a Release Request. All bids must be submitted via LINK®. In transmitting a bid, Bidders recognize that such bid will be accessible by other Bidders via LINK®; however, LINK® will identify bids by bid number and the name of the Bidder will not be posted.
- (c) Bidding will be an iterative process in that a Bidder may submit any number of Bids during the Bidding Period; provided that each new submission of a Bid effects the withdrawal of the previous one such that a Bidder may not have more than one Bid in contention for the capacity at the same time. If a Bidder withdraws its Bid and resubmits a new Bid, such new Bid must be at a higher rate. A Bidder retains the right to withdraw its Bid by resubmitting a new bid or with notice of withdrawal received by Transporter via the LINK® System, until the close of the Bidding Period at which time such Bid shall become binding.
- (d) Bids must contain the following information:
 - (i) the identity of the Bidder (which will be concealed during the Bid Period);
 - (ii) the Release Request number to which the Bid relates;
 - (iii) the bid rate(s) that the Bidder is willing to pay for the released storage rights. The bid must adhere to the method specified by Releasing Shipper pursuant to Section 18.2(h) above. For releases that become effective on or after July 30, 2008, a bid rate in excess of the maximum tariff rate for the applicable service can be submitted for a proposed release with a term of one (1) year or less if the effective date of the release is on or before one (1) year from the date on which Transporter is notified of the release; such rate will be utilized in the determination of the "best bid" pursuant to Section 17.7.
 - (iv) the Maximum Daily LNGS Quantity and Winter Season LNGS Quantity for the Bid;
 - (v) the term for which the Bidder wishes to obtain the storage rights;

- (vi) whether the bid is contingent, and if so, the basis for the contingency; and
- (vii) an e-mail address for at least one contact person. It is the Bidder's responsibility to update e-mail address information provided to Transporter as necessary.

Any contingency included in the bid shall not be contrary to any applicable provision of this FERC Gas Tariff.

18.6 Applicable Deadlines

- (a) The deadlines for the posting and award of a Release Request and the corresponding minimum Bidding Periods are as specified in Section 17.6 with respect to the release of transportation services.
- (b) The capacity release timeline set forth in this Section 18.6 applies to all parties involved in the capacity release process provided that (i) all the information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered; (ii) for index-based capacity release transactions, Releasing Shipper has provided Transporter with sufficient instructions to evaluate the corresponding bid(s) according to the timeline; and (iii) there are no special terms or conditions of the release. Transporter shall complete the capacity release process in accordance with the timeline set forth in subsection (c) below if Releasing Shipper's Release Request includes unfamiliar or unclear terms and conditions (e.g., designation of an index not supported by Transporter).
- (c) For the capacity release business process timing model, only the following methodologies are required to be supported by Transporter and provided to Releasing Shippers as choices from which they may select and, once chosen, shall be used in determining the awards from the bids submitted. They are: (1) highest rate, (2) net revenue and (3) present value. For index-based capacity release transactions, Releasing Shipper shall provide the necessary information and instructions to support the chosen methodology. Other choices of bid evaluation methodology (including other Releasing Shipper defined evaluation methodologies) or any other special terms or conditions, will be accorded the same timeline evaluation treatment; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period shall cause gas flow to be at least one day later than gas could flow under the timeline set forth in Section 17.6(a).

18.7 Determination of Successful Bidder for Storage Rights

- (a) **Bid Evaluation Methodologies:** The Releasing Shipper shall specify in the Release Request one of the following bid evaluation methodologies: (i) highest rate, (ii) net revenue, or (iii) present value. A Release Request submitted specifying one of these methods shall be accorded the timeline treatment described in Section 18.6. Releasing Shipper may choose another bid evaluation method; however, such request shall be accorded the timeline treatment described in Section 18.6. Transporter shall apply the method chosen to determine the successful Bidder. Transporter shall reject any bid that does not meet the minimum bid rate(s), minimum quantities or minimum term specified in the Release Request. Transporter's application of Releasing Shipper's bid evaluation method shall result in as many winning Bidders as mandated thereby; provided that the volumes released to each successful Bidder shall be no less than one Dekatherm. If the Releasing Shipper desires to award to more than one winner, the Releasing Shipper should allow for the acceptance of partial Maximum Daily LNGS Quantity and Winter Season LNGS Quantity bids.
- (b) If the present value method is chosen, then Transporter shall determine the bid or bids having the highest present value in the same manner set forth in Section 17.7(b) of the General Terms and Conditions, except that Bid Maximum Daily LNGS Quantities shall be substituted for Bid Quantity in the formula provided.
- (c) If the net revenue method is chosen, then Transporter shall determine the bid or bids having the highest present value in the same manner set forth in Section 17.7(c) of the General Terms and Conditions, except that Bid Maximum Daily LNGS Quantities shall be substituted for Bid Quantity in the formula provided.
- (d) The awarding of the released LNGS service, including the award of such rights to a Pre-arranged Bidder, shall be done pursuant to the procedures established in Section 17.7 of Transporter's General Terms and Conditions for the awarding of released transportation rights.
- (e) NAESB WGQ Standard 5.3.9 states: If the transportation service provider requires amendments for each release, the transportation service provider should automate the process of amending contracts and this may be the subject of a global agreement between the parties. Therefore, pursuant to this NAESB WGQ standard, prior to the commencement of service pursuant to a temporary release, Transporter shall prepare and transmit to the successful Bidder an Exhibit "R-1" to its Released Storage Service Agreement stating the Released Maximum Daily LNGS Quantity and

Winter Season LNGS Quantity, rates, term, governing rate schedule, and any special terms and conditions for each awarded release. A Replacement Shipper that subsequently obtains additional storage rights by successfully bidding on a subsequent Release Request is not required to execute an additional Released Storage Service Agreement; rather, each such additional successful bid shall be the subject of an additional exhibit (designated sequentially "Exhibit R-2", "Exhibit R-3", etc.) to be added to such Replacement Shipper's Released Storage Service Agreement. Transporter shall prepare all exhibits for Replacement Shippers based on the information in the applicable Release Request and the successful bid, and each such exhibit shall be deemed incorporated in the agreement to which it relates and shall thereby amend such agreement effective upon commencement of service to the Replacement Shipper. Such exhibits shall not require execution by the Replacement Shipper to become effective. East Tennessee will notify the Releasing Shipper with recall rights of the name of new Replacement Shippers who subsequently obtain all or a portion of such capacity after the exhibit to Replacement Shipper's Released Storage Service Agreement is prepared.

- (f) For informational purposes only, Transporter shall post on LINK® the identity of the winning Bidder as well as the identity of all Bidders on the applicable Release Request.
- (g) Prior to the commencement of service pursuant to a permanent release, Transporter shall prepare and transmit to the successful Bidder a LNGS Service Agreement stating the Maximum Daily LNGS Quantity and Winter Season LNGS Quantity, rates, term, and the governing rate schedule. Transporter shall send to the Releasing Shipper a revised Exhibit A to Releasing Shipper's LNGS Agreement in the event of a permanent release of a portion of the Maximum Daily LNGS Quantity. Releasing Shipper shall sign and return to Transporter within three days of the date of its transmittal either a new Exhibit A for a partial permanent release or a request for termination of the LNGS Agreement for a permanent release of the entire Maximum Daily LNGS Quantity. No permanent release shall become effective until (i) the Releasing Shipper has signed and returned either a new Exhibit A or a written request for termination, as applicable, and (ii) the successful Bidder has executed the LNGS Service Agreement.
- (h) In the event that Pre-arranged Bidder desires to exercise its right to match the "best bid," Pre-arranged Bidder must notify Transporter via the LINK® System.

18.8 [Reserved for Future Use]

- 18.9 Re-release of Capacity - A Replacement Shipper shall be allowed to release the capacity acquired from a Releasing Shipper under its Released Storage Service Agreement, provided that the original release was not volumetrically based, unless specifically precluded by the Releasing Shipper in its Release Request or prohibited by regulations.
- 18.10 Submission of Release Documents - Parties shall submit all necessary information, Release Requests, bids and notices of withdrawal of bids and offers to Transporter via the LINK® System.
- 18.11 Releases Permitted Without Prior Posting - Prior posting on the LINK® System and competitive bidding will not be required if the proposed release qualifies under this Section 18.11.
- (a) Maximum Rate Pre-arranged Bidder: Prior posting on the LINK® System and competitive bidding will not be required if a Prearranged Bidder has agreed to Transporter's maximum applicable rate stated in the Release Request and the term of the proposed capacity release is more than one (1) year, provided that the Releasing Shipper provides Transporter with the information specified in Section 18.2(a), (b), (c), (d), (e), (g), (h), (l), (m), (n), (o), (p) and (q) of Transporter's General Terms and Conditions.
 - (b) Asset Management Arrangement: Prior posting on the LINK® System and competitive bidding will not be required if the proposed capacity release is to an asset manager, as defined in Section 284.8(h)(3) of the Commission's regulations, regardless of the term of the proposed capacity release.
 - (c) Retail Access Program: Prior posting on the LINK® System and competitive bidding will not be required if the proposed capacity release is to a marketer participating in a state-mandated retail access program, as defined in Section 284.8(h)(4) of the Commission's regulations, regardless of the term of the proposed capacity release.
- 18.12 Marketing of Released Capacity - Transporter shall have no obligation to market any capacity available to be released by a Releasing Shipper. Transporter, however, may agree to market capacity for a Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service. Any marketing services rendered by Transporter will be provided on a non-discriminatory basis.
- 18.13 Further Conditions on Release of Storage Rights.
- (a) Persons participating in Transporter's storage release program are subject to the same conditions applicable to participants in Transporter's transportation release program set forth in Sections 17.13 (a), 17.13(b),

17.13(g), 17.13(m), 17.13 (n) and 18.15(a) of Transporter's General Terms and Conditions.

- (b) The minimum term for release of LNGS Service shall be one Year, commencing on November 1 and ending on the following October 31, and the maximum term shall not extend beyond the remaining term of the Releasing Shipper's LNGS Service Agreement.
- (c) The maximum rates for any release shall be the applicable maximum reservation charge, as well as all other applicable rates, charges, and surcharges set forth in this FERC Gas Tariff, notwithstanding any discount to such rates, charges or surcharges then in effect for the Releasing Shipper; provided, however, for releases that become effective on or after July 30, 2008, the rate for any capacity release transaction with a term of one (1) year or less may exceed the maximum tariff rate for the applicable service if the effective date of the release is on or before one (1) year from the date on which Transporter is notified of the release.
- (d) Subsequent to the posting of the Release Request or the Bid on LINK®, Transporter may, in its sole discretion, invalidate any Release Request or any Bid that does not conform in any material respect to the requirements of this Section 18. Such invalidated Release Request or Bid shall be deemed null and void.
- (e) [Reserved for Future Use]
- (f) Notwithstanding anything herein to the contrary, all Releasing Shippers that release capacity on a temporary basis shall remain responsible for payment on all demand charges for released storage; provided, however, that Transporter and Shipper may, in connection with their agreement to a Negotiated Rate under a firm storage rate schedule, agree upon Releasing Shipper payment obligations and crediting mechanisms in the event of a capacity release that vary from or are in addition to those set forth herein and Subsection (f) of this Section; provided that nothing in the foregoing proviso shall authorize Transporter or Shipper to violate the Commission's policy with respect to negotiation of terms and conditions of service. The Releasing Shipper shall receive a demand credit equal to the demand dollars which Transporter bills to the Replacement Shipper. Transporter shall bill Replacement Shipper in accordance with Section 16 of the General Terms and Conditions based upon the rates, charges, and surcharges incorporated in the Exhibit R to the Released Storage Service Agreement. If the Replacement Shipper fails to pay all or any portion of any bill by the due date specified on the bill, Transporter shall send an invoice to the Releasing Shipper for all unpaid amounts up to the amount of the Release Shipper's reservation charge, which the Releasing Shipper

shall pay to Transporter with interest on the unpaid amount, which interest shall be calculated from the date that Transporter credited the Releasing Shipper for the applicable demand charges. The interest rate used in this calculation will be determined in accordance with Section 154.501(d) of the Commission's regulations. Releasing Shipper shall submit the payment within ten days of receipt of Transporter's invoice. Releasing Shipper shall be responsible for obtaining reimbursement for any such payment from Replacement Shipper. Failure of either the Replacement Shipper or Releasing Shipper to pay bills shall entitle Transporter to exercise the remedies available under the applicable service agreements and this FERC Gas Tariff, including suspension of service to the Releasing Shipper and the Replacement Shipper, as well as any other remedies available to Transporter.

- (g) Except in the case of a permanent release, the Replacement Shipper's service under a Released Storage Service Agreement shall be subject to and governed by the terms and conditions of the Releasing Shipper's LNGS Agreement, the LNGS Rate Schedule, and the Released Storage Service Agreement.
- (h) Except in the case of a permanent release, any increase in Transporter's rates, charges, and surcharges shall remain the responsibility of the Releasing Shipper; provided, however, that the Releasing Shipper may provide in its Release Request for the rates, charges or surcharges for released storage rights to increase in accordance with such increase in Transporter's rates, charges, and surcharges. Any refunds of any rates or charges ordered by the Commission shall be paid by Transporter to the Releasing Shipper.
- (i) For releases that become effective on or after July 30, 2008, the rate paid by a Replacement Shipper in any capacity release transaction with a term of one (1) year or less which is not subject to the maximum rate cap will be deemed to be a final rate and is not subject to refund if the effective date of the release is on or before one (1) year from the date on which Transporter was notified of the release.

18.14 Transporter's Rights to Terminate Temporary Capacity Releases.

- (a) In the event of a temporary release for which (1) the Releasing Shipper no longer satisfies Transporter's credit requirements as outlined in Section 6 of Transporter's General Terms and Conditions and (2) the reservation charge specified in the effective Exhibit R to the Released Storage Service Agreement is less than the level of the reservation charge which the Releasing Shipper was obligated to pay Transporter (or, if the releasing the term of the Exhibit one of the following: (i) the reservation and

commodity charges at levels which the Releasing Shipper was obligated to pay Transporter, (ii) the applicable maximum tariff rate, or (iii) such rate as mutually agreed to by Transporter and Replacement or Prearranged Shipper. Shipper may elect to pay the lesser of the foregoing three options. Transporter's right to terminate the Exhibit is subject to Transporter providing written notice of termination to the Replacement or Prearranged Shipper within 60 Days of the determination by Transporter that the Releasing Shipper no longer satisfies Transporter's credit requirements. Termination of the Exhibit shall not occur prior to termination of the Releasing Shipper's contract.

- (b) In the event that a Shipper has received 30 Days' notice of termination of the Exhibit R to the Released Storage Service Agreement pursuant to Section 18.14(a) above and there is gas remaining in Shipper's Storage Balance at the end of such 30-Day period, the Exhibit shall continue in force and effect for the sole purpose of withdrawal and delivery of said gas to Shipper until Shipper's Storage Balance is zero. Transporter shall require Shipper to withdraw each Day a quantity equal to the Maximum Daily LNGS Quantity, or such other lesser quantity acceptable to Transporter. The requirement to withdraw storage quantities shall be suspended on any Day to the extent that Transporter cannot accommodate a nomination to withdraw such storage quantities on such Day. Shipper may also transfer title of gas remaining in Shipper's Storage Balance to another Shipper pursuant to Section 8 of Rate Schedule LNGS, provided such other Shipper has an executed service agreement under Rate Schedule LNGS and that such transfer does not cause such other Shipper to exceed its Maximum Winter Season LNGS Quantity as specified in such service agreement.

In the event Shipper fails to withdraw its entire Storage Balance within the time required by this section, Transporter shall auction any remaining Storage Balance pursuant to the timeline specified in Section 48 of these General Terms and Conditions and shall credit the proceeds of such sale to Shipper, net of fuel, if applicable. Shipper shall indemnify Transporter and hold it harmless from all costs, damages, and liabilities arising out of the failure of Shipper to remove such Storage Balance and the disposal of such Storage Balance by sale by Transporter. Transporter reserves the right to reject all bids submitted in response to the auction. When the gas is purchased at auction, Shipper purchasing the gas must provide identification of the existing transportation service agreement with Transporter under which Shipper shall nominate, transport and deliver all gas by the end of the Month following the Month in which the gas is purchased. Shipper purchasing the gas agrees to pay the applicable transportation rate and the current LNGS rate for storage on the average daily balance for each Month applicable to the period beginning when the

bid was accepted at auction and ending when the quantity of gas is delivered. Shipper purchasing the gas further agrees that the gas is subject to cash-out provisions, prospectively from the date of Shipper's purchase, at the Point(s) of Delivery, net of the accumulated LNGS charge and subject to all penalties contained in Transporter's FERC Gas Tariff.

18.15 Recall/Reput Provisions.

(a) Recall Provisions

Releasing Shipper's rights to recall capacity on a full Day or partial Day basis shall be stated clearly in the Release Request.

The Releasing Shipper shall provide capacity recall notification to Transporter via the LINK® System. The recall notification shall specify the recall notification period for the specified effective Gas Day, as well as any other information needed to uniquely identify the capacity being recalled.

Transporter shall support the following recall notification periods for all released capacity subject to recall rights:

- (i) Timely Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (b) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due;
- (ii) Early Evening Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
 - (b) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due;
- (iii) Evening Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
 - (b) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due;

- (iv) Intraday 1 Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
 - (b) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due;
- (v) Intraday 2 Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 12:00 p.m. on the day that Intraday 2 Nominations are due;
 - (b) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due;
- (vi) Intraday 3 Recall Notification:
 - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Transporter and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due;
 - (b) Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.

For recall notification provided to Transporter prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m., Transporter shall provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For recall notification provided to Transporter after 5:00 p.m. and prior to 7:00 a.m., Transporter shall provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification.

Transporter's notices of recalled capacity to all affected Replacement Shippers shall be provided via the LINK® System, along with written notice via e-mail communication to those Replacement Shipper contact person(s) identified in the Replacement Shipper's bid submitted pursuant to Section 18.5(d)(vii) of these General Terms and Conditions. Such notices shall contain the information required to uniquely identify the capacity being recalled, and shall indicate whether penalties will apply for the Gas Day for which quantities are reduced due to a capacity recall. Upon receipt of notification of the recall from Transporter, each affected Replacement Shipper shall revise its nominations within the applicable nomination cycle in order to implement the recall. In addition, each

affected Replacement Shipper must arrange with the Releasing Shipper to transfer the storage balance back to the Releasing Shipper. Replacement Shippers involved in re-release transactions may receive notice slightly after the first Replacement Shipper receives notice. The recalling Releasing Shipper may nominate the recalled capacity consistent with the applicable nomination cycle, as defined in Section 15.2(d) of these General Terms and Conditions.

For recall notifications provided to Transporter during the Timely, Early Evening or Evening recall notification period, the recall shall be effective as of the beginning of the specified effective Gas Day. For recall notifications provided during the Intraday 1, Intraday 2, or Intraday 3 recall notification period, the recall shall be effective at 2:00 p.m., 6:00 p.m., or 10:00 p.m., respectively, on the specified effective Gas Day.

(b) Partial Day Recall Quantity

The daily contractual entitlement that can be recalled by a Releasing Shipper for a partial Day recall is a quantity equal to the lesser of:

- (1) The quantity specified in the Releasing Shipper's notice to recall capacity; or
- (2) The difference between the quantity released by the Releasing Shipper and the Elapsed Prorata Capacity.

In the recall notification provided to Transporter by the Releasing Shipper, the quantity to be recalled shall be expressed in terms of the adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. In the event of an intraday capacity recall, Transporter shall determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity.

The amount of capacity allocated to the Replacement Shipper(s) shall equal the original released quantity less the recalled capacity. This allocated daily contractual quantity shall be used for purposes of nominations, billing, and if applicable, for overrun calculations. As a result of the allocation of capacity described in this section, Transporter shall not be obligated to deliver a combined quantity to the Releasing Shipper and the Replacement Shipper(s) that is in excess of the total daily contract quantity of the release.

(c) Reput Provisions

Transporter shall support the function of reputting by the Releasing Shipper. The Releasing Shipper may reput previously recalled capacity to the Replacement Shipper pursuant to the reput rights and methods

identified in the Releasing Shipper's Notice to release capacity, as required by Section 18.2(e) above. When capacity is recalled, such capacity may not be reup for the same Gas Day. The deadline for the Releasing Shipper to notify Transporter of a reup of capacity is 8:00 a.m. to allow the Replacement Shipper to submit timely nominations for gas to flow on the next Gas Day.

18.16 Notices to Releasing Shippers.

Transporter shall provide the original Releasing Shipper with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Transporter to the Releasing Shipper's Replacement Shipper(s), of the following:

- (1) Notice to the Replacement Shipper regarding the Replacement Shipper's past due, deficiency, or default status pursuant to Transporter's tariff;
- (2) Notice to the Replacement Shipper regarding the Replacement Shipper's suspension of service notice;
- (3) Notice to the Replacement Shipper regarding the Replacement Shipper's contract termination notice due to default or credit-related issues; and
- (4) Notice to the Replacement Shipper that the Replacement Shipper(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Transporter's tariff.

18.17 Index-based Capacity Release Transactions

The procedures related to posting, bidding and invoicing for index-based capacity release transactions for storage services shall be the same as those specified in Section 17.18 with respect to the release of transportation services.

19. SEGMENTATION

19.1 Segmentation by Nomination

- (a) To the extent operationally feasible, a Shipper under Rate Schedule FT-A may segment through the nomination process its capacity entitlements on any segment of Transporter's system that is not defined as an Incremental Lateral. Furthermore, to the extent operationally feasible, a Shipper under Rate Schedule FT-L may segment through the nomination process its capacity entitlements on any segment solely on the applicable Incremental Lateral. Shipper may nominate up to its original contract MDTQ concurrently in two or more segments within its Contract Path; provided that the combined scheduled volumes of the two or more nominated segments do not exceed the Shipper's original contract MDTQ on any segment where the nomination paths overlap. The nomination of a Forward Flow Nomination and a Reverse Flow Nomination to the same point pursuant to Shipper's segmentation rights in excess of Shipper's contract MDTQ shall not be deemed to be an overlap, provided that the two transactions do not overlap on a lateral and provided further that such Delivery Point is the only Delivery Point covered by an Operational Balancing Agreement pursuant to Rate Schedule LMS-MA.
- (b) The following requirements must be met in order to segment by nomination:
 - (i) meter operators must elect to place their individual meters into a Segmentable OBA;
 - (ii) elections to place a meter into a Segmentable OBA must be made no less than five (5) Business Days prior to the end of a Month, to be effective on the first Day of the following Month;
 - (a) Transporter will maintain a listing of Segmentable Points on the LINK® System and shall update the listing prior to the timely nomination deadline for the first Gas Day of the Month.
 - (iii) Shippers who wish to segment a contract must nominate to meters subject to a Segmentable OBA; and
 - (iv) quantities nominated under a contract may not exceed the contract's MDTQ if any nominated Delivery Point is part of a Non-Segmentable OBA.

Elections by a meter operator to remove a meter from a Segmentable OBA must be made no less than five (5) Business Days prior to the end of a Month, to be effective on the first day of the following Month.

- (c) Segmentation of firm capacity shall be deemed operationally feasible unless such segmentation would adversely affect any of the following:
 - (i) Transporter's Maximum Allowable Delivery service;
 - (ii) Transporter's ability to allow meter imbalances to roll up to the operator level for OBAs;
 - (iii) Transporter's ability to maintain operating pressures on small diameter pipes for delivery of firm volumes;
 - (iv) Transporter's operational flexibility for the fill requirement of the LNG facility;
 - (v) Transporter's flexibility of continuous nominations; or
 - (vi) Transporter's ability to meet its firm service obligations.

- (d) For segmented transactions utilizing the FT-A system rate, the applicable maximum FT-A Commodity Rate and the fuel and loss retention percentage shown on the effective Notice of Rates and Other Tariff Rate Changes shall apply to each segmented transaction. The FT-A authorized overrun provision and applicable charges on the Notice of Rates and Other Tariff Rate Changes shall apply to each segmented transaction and the associated secondary point rights if the Segment Path Rights are exceeded.

- (e) For segmented transactions utilizing FT-A incremental rates, the applicable maximum incremental FT-A Commodity Rate and the fuel and loss retention percentage shown on the effective Notice of Rates and Other Tariff Rate Changes shall apply to each segmented transaction within the Contract Path. The fuel and loss retention percentage on a segmented transaction in which any portion of the transaction is outside the Contract Path shall be the greater of (i) the incremental fuel rate, or (ii) the system fuel rate. The FT-A authorized overrun provision and applicable charges on the Notice of Rates and Other Tariff Rate Changes shall apply to each segmented transaction and the associated secondary point rights if the Segment Path Rights are exceeded.

- (f) For any segmented transactions in which any portion of such transaction flows in the same direction as physical flows on Transporter's system, the applicable maximum fuel and loss retention percentage shall be assessed even if such segmented transaction is a Reverse Flow Nomination.

- (g) For the purpose of determining, for that portion of Transporter's system which is subject to segmentation as provided in Section 19.1(a), whether any overlapping transactions exceed, in the aggregate (based on all relevant Shipper utilization), the contract entitlements of the original firm contract at any point (including, without limitation, the MDTQ or segment entitlements), a transaction that involves movement of gas in the same direction as that contemplated by the Primary Receipt Point(s) and the Primary Delivery Point(s) on the firm service agreement and a transaction

that involves movement of gas that is counter to the direction contemplated by the Primary Receipt Point(s) and the Primary Delivery Point(s) on the firm service agreement that are nominated to the same Delivery Point for the same gas flow date and time shall not be deemed to be an overlap at that Delivery Point provided that such Delivery Point is the only Delivery Point covered by an Operational Balancing Agreement pursuant to Rate Schedule LMS-MA; provided further, however, in no event shall Transporter be obligated to deliver on a primary firm basis at that Delivery Point a quantity in excess of the MDDO applicable to that Delivery Point. For the purpose of determining whether any overlapping nominations in a segment exceed, in the aggregate (based on all relevant Shipper utilization) the contract entitlements of the original firm contract in any segment (including, without limitation, the MDTQ or segment entitlements), a transaction that involves movement of gas in the same direction as that contemplated by the Primary Receipt Point(s) and the Primary Delivery Point(s) on the firm service agreement and a transaction that involves movement of gas that is counter to the direction contemplated by the Primary Receipt Point(s) and the Primary Delivery Point(s) on the firm service agreement that are nominated on the same segment for the same gas flow date and time shall be deemed to be an overlap on that segment.

19.2 Segmentation via Capacity Release

- (a) A Shipper under Rate Schedule FT-A may segment through the capacity release process its capacity entitlements on any segment of Transporter's system that is not defined as an Incremental Lateral. A Shipper under Rate Schedule FT-L may segment through the capacity release process its capacity entitlements on any segment solely on the applicable Incremental Lateral. Solely for purposes of capacity release, segmentation can occur at any Receipt Point or Delivery Point regardless of whether such points are subject to a Segmentable or Non-Segmentable OBA. A Shipper can segment its capacity entitlements at the head of any lateral within the Shipper's Contract Path.
- (b) A releasing contract and all replacement contracts of such releasing contract are considered to be "related". The sum of all nominations under all such related releasing and replacement contracts which have been scheduled pursuant to Section 15.3 cannot exceed the original releasing contract's MDTQ in any segment. In such circumstances, nominations having the lowest scheduling priority will be the first to be reduced. Within such Scheduling Priority, the last nomination submitted into the LINK® system will be the first to be reduced.

- (c) When overlapping nominations in a segment (i) exceed the original releasing contract's MDTQ, (ii) are outside the Releasing Shipper's and Replacement Shippers' Contract Path, and (iii) are being scheduled during the same nomination cycle, the determination of the nomination(s) to be reduced will be made via the Overlap Priority Percentage assigned by the Releasing Shipper at the time the capacity release offer was created. If no Overlap Priority Percentage was provided by the Releasing Shipper at the time the capacity release offer was created, all nominations will be reduced on a prorata basis.

- (d) Subject to further agreement with Transporter, discounts under the FT-A or FT-L service agreement, as applicable, shall apply to segmented capacity only to the extent consistent with point or volume discount limits under the FT-A or FT-L service agreement, as applicable, being segmented or released.

20. POSSESSION OF GAS

Unless otherwise provided in the transportation agreement or applicable Rate Schedule, as between Transporter and Shipper, Shipper shall be deemed to be in exclusive control and possession of the gas to be transported (i) prior to receipt by Transporter at the Receipt Point(s), (ii) after receipt by Transporter, when the gas is in the custody of Shipper or Shipper's designee for separation, processing or other handling, and (iii) after delivery by Transporter at the Delivery Point(s); otherwise, Transporter shall be in exclusive control and possession of the gas. While in Transporter's exclusive control and possession, Transporter shall have the unqualified right to commingle the gas with other gas in its system and shall have the unqualified right to handle and treat such gas as its own. The party in exclusive control and possession of the gas shall be responsible for all injury or damage caused thereby to any third party. In the absence of gross negligence or willful misconduct on the part of Transporter, Shipper waives any and all claims and demands against Transporter, its officers, employees or agents, arising out of or in any way connected with (i) the quality, use or condition of the gas after delivery from Transporter for the account of such Shipper, (ii) any losses or shrinkage of gas during or resulting from transportation hereunder, and (iii) all other claims and demands arising out of Transporter's performance of its duties hereunder.

21. PRESSURE AND AVAILABILITY OF DELIVERY POINTS

Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s). Transporter shall make available to each Shipper one or more Delivery Point(s), each of which is to be determined by mutual agreement between Transporter and Shipper, and made with respect to the operating conditions involved. Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s), subject to minimum pressure requirements specified in the transportation contract; however, unless prevented by force majeure, Transporter will maintain a minimum delivery pressure of: (a) 200 pounds per square inch gauge at Transporter's mainline take-off point to each of its jurisdictional customers, (b) 100 pounds per square inch gauge on all of Transporter's laterals located west of an imaginary line, following the eastern boundary line of Knox County, Tennessee and extending (1) due south from the point denominated "Topside" on the system map, to the Tennessee-North Carolina state line; and (2) due north from "Topside" to the Tennessee-Kentucky state line; and (c) 50 pounds per square inch gauge on all of Transporter's lateral located in Virginia located east of an imaginary line following the eastern boundary line of Knox County, Tennessee and extending (1) due south from "Topside", to the Tennessee-North Carolina state line; and (2) due north from "Topside" to the Tennessee-Kentucky state line.

22. WARRANTIES

- 22.1 Warranty of Title to Gas. This Section 22 shall apply to all transportation service unless otherwise provided in the applicable Rate Schedule or transportation contract. Shipper and Transporter both warrant for itself, its successors and assigns, that it will have, at the time of delivery of gas hereunder, good title or the right to acquire title to the gas it delivers and that the gas it delivers hereunder shall be free and clear of all liens, encumbrances and claims whatsoever. In the event of a breach of this warranty, the breaching party shall indemnify the other and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, license fees or charges thereon applicable for such delivery of gas, and that the breaching party will indemnify the other and save it harmless from all taxes or assessments that may be levied and assessed upon such delivery and which are by law payable by, and the obligation of, the party making such delivery. If Shipper's title or right to deliver gas to be transported is questioned or involved in any action, Shipper shall not qualify for or shall be ineligible to continue to receive service until such time as Shipper's title or right to deliver is free from question; provided, however, Transporter shall allow Shipper to qualify for or continue receiving service until such time as Shipper's title or right to deliver is free from question; provided, however, Transporter shall allow Shipper to qualify for or continue receiving service under this Tariff if Shipper furnishes a bond satisfactory to Transporter. Title to the gas received by Transporter at the Receipt Point(s) shall not pass to Transporter, except for title to gas delivered for Transporter's system fuel and use and gas lost and unaccounted for, which shall pass to Transporter upon delivery at the Receipt Point(s).
- 22.2 In addition to the warranties set forth in Section 22.1 above, Shipper warrants the following:
- (a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of a requested effective date of service. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas under any service agreement in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by such service agreement.
 - (b) Shipper agrees to indemnify and hold Transporter harmless from all suit actions, debts, accounts, damages, costs, losses, and expenses (including reasonable attorney's fees) arising from or out of breach of any warranty by Shipper.

- (c) Shipper warrants that it will have title or the right to acquire title to the gas delivered to Transporter under any service agreement.
- (d) Transporter shall not be obligated to provide or continue service under any service agreement in the event of any breach of warranty; provided, Transporter shall give Shipper and the Commission thirty days notice prior to any termination of service. Service will continue if, within the thirty days' notice period, Shipper cures the breach of warranty.

23. ELECTRONIC COMMUNICATION

23.1 System Description

- (a) Transporter provides for interactive electronic communications with its Shippers and other parties through the LINK® Customer Interface System (hereinafter called the "LINK® System"). The LINK® System shall be available on a nondiscriminatory basis to any party (such party is referred to herein as the "LINK® System Subscriber"), provided that such party (i) has a currently effective Valid Service Agreement, has executed a LINK® System Agreement prior to March 11, 2009, or has executed a LINK® System Agreement electronically via the LINK® System on or after March 11, 2009, (ii) has established its business entity in the LINK® System by submitting Contact Information pursuant to Section 23.4(a) below, (iii) has designated a Local Security Administrator pursuant to Section 23.3 below, and (iv) if such party desires to transmit information to or receive information from Transporter via electronic data interchange, has a trading partner agreement along with a related exhibit and worksheet (collectively referred to as the "Trading Partner Agreement") that was executed prior to September 1, 2013, or has requested and executed a Trading Partner Agreement electronically via the LINK® System on or after September 1, 2013. A party to a LINK® System Agreement or a Trading Partner Agreement is responsible for ensuring that the individual executing such agreement on its behalf has the appropriate authority. Use of the LINK® System by such individual shall be acknowledgement of that authority. Transporter shall not be responsible for verifying the authority of an individual to execute a LINK® System Agreement or a Trading Partner Agreement on behalf of a party. For purposes of this Section 23 and the form of LINK® System Agreement only, a "Valid Service Agreement" includes:
- (1) any service agreement pursuant to any of Transporter's Rate Schedules;
 - (2) any service agreement pursuant to any of the Rate Schedules of Algonquin Gas Transmission, LLC;
 - (3) any service agreement pursuant to any of the Rate Schedules of Big Sandy Pipeline, LLC;
 - (4) any service agreement pursuant to any of the Rate Schedules of Bobcat Gas Storage;
 - (5) any service agreement pursuant to any of the Rate Schedules of Egan Hub Storage, LLC;
 - (6) and contract between Shipper and Moss Bluff Hub, LLC;
 - (7) any service agreement pursuant to any of the Rate Schedules of Ozark Gas Transmission L.L.C.;

- (8) any service agreement pursuant to any of the Rate Schedules of Saltville Gas Storage Company L.L.C.;
- (9) any service agreement pursuant to any of the Rate Schedules of Texas Eastern Transmission, LP; or
- (10) a capacity release umbrella agreement between Shipper and any of the entities identified herein.

For parties with a LINK® System Agreement dated prior to September 22, 2004, such LINK® System Agreement is hereby superseded by the provisions of this Section 23.

By accessing the LINK® System, LINK® System Subscriber agrees to comply with the procedures for access to and use of the LINK® System as set forth in this Section 23.

Transporter reserves the right to implement enhancements to the LINK® System at its sole discretion; provided however, all such enhancements when fully operational shall be available to all LINK® System Subscribers. Transporter will exercise due diligence to ensure the LINK® System operates correctly and will provide timely and non-discriminatory access to on-line LINK® System help features and to any information available on the LINK® System that LINK® System Subscriber is entitled to access.

- (b) The LINK® System provides on-line help, a search function that permits a LINK® System Subscriber to locate information concerning a specific transaction, and menus that permit LINK® System Subscribers to separately access notices of available capacity, records in the transportation request log, and standards of conduct information. The LINK® System will permit a LINK® System Subscriber to electronically download information on transactions from the LINK® System and to separate extremely large documents into smaller files prior to such download. Transporter shall maintain and retain daily back-up records of the information displayed on the LINK® System and the web site and through electronic data interchange for three years and shall permit LINK® System Subscriber to review those records upon request. Completed transactions will remain on the LINK® System for at least ninety days after completion and will then be archived. Archived information will be made available by Transporter if possible within two weeks after receipt of a Customer's request for such information. Information on the most recent entries will appear ahead of older information.
- (c) Customers' Notices pursuant to Sections 17 and 18 of the General Terms and Conditions shall be submitted electronically and, in addition, posted

electronically by the Customer via the LINK® System. Electronic communications may also be transmitted, where applicable, via electronic data interchange, which will be available on a nondiscriminatory basis to any LINK® System Subscriber, provided such LINK® System Subscriber has entered into a Trading Partner Agreement with Transporter pursuant to Section 23.1(a) above. Specifically, a LINK® System Subscriber has the option of utilizing the LINK® System for purposes of:

- (1) requesting service under Transporter's transportation rate schedules;
- (2) executing, tracking and amending certain service agreements under Transporter's transportation rate schedules;
- (3) providing nominations and viewing allocations and operational imbalances under all rate schedules as a Customer of Transporter pursuant to the applicable rate schedule and the General Terms and Conditions;
- (4) exercising its rights as a Customer of Transporter pursuant to Section 7.3 of the General Terms and Conditions or submitting a bid as a Replacement Customer of Transporter under such section;
- (5) exercising its rights as a Customer of Transporter pursuant to Sections 17 and 18 of the General Terms and Conditions (which, if submitted utilizing the LINK® System, will be posted at that time) or submitting a bid as a Replacement or Prearranged Customer of Transporter pursuant to such section, or posting a Capacity Request for capacity release pursuant to such section;
- (6) viewing and downloading operational data for any gas flow day on the second subsequent gas flow day;
- (7) viewing Transporter's notice of an OFO as contemplated by Section 14 of the General Terms and Conditions;
- (8) requesting a discount of the maximum recourse rate(s) for service under Transporter's rate schedules or viewing such discounts previously granted;
- (9) effectuating Imbalance Netting and Trading pursuant to Section 7.5 of Rate Schedule LMS-MA and Section 6 of Rate Schedule LMS-PA; and
- (10) such other functions as may be available on the LINK® System from time to time.

23.2 Information. Transporter shall post at least four times a day on the LINK® System and the web site information relevant to the availability of firm and interruptible capacity at Points of Receipt, on the mainline, and at Points of Delivery. The LINK® System and the web site will indicate whether the capacity is available from Transporter directly or through Transporter's capacity release mechanism as set forth in Sections 17 and 18 of the General Terms and Conditions. The LINK® System and the web site shall provide the best available information about imbalances on an hourly and a daily basis. The LINK®

System and the web site also include information allowed or required to be posted thereon by other provisions of the tariff including Sections 17 and 18, information that Transporter is required to post pursuant to the Commission's regulations, or other information Transporter chooses to post in furtherance of the operation of its system.

23.3 Local Security Administrators

- (a) LINK® System Subscriber shall designate one or more persons to perform certain security functions on the LINK® System ("Local Security Administrator") by submitting for each such person the Local Security Administrator Designation information via the LINK® System using the applicable on-line form, as such form is amended from time to time in the LINK® System. LINK® System Subscriber shall update Local Security Administrator Designation information via the LINK® System as such information changes.
- (b) The Local Security Administrator shall, via the LINK® System, be responsible for (1) identifying those persons who are duly authorized by LINK® System Subscriber to use the LINK® System to perform one or more of the functions available on the LINK® System ("LINK® System User"); (2) providing LINK® System Users with individualized USERIDs and passwords; (3) maintaining LINK® System Users' account information; (4) adding and terminating LINK® System Users immediately upon a change in status requiring such addition or termination; (5) creating and modifying security rights for LINK® System Users; (6) approving or terminating Designation of Affiliated Companies information and Designation of Agency information pursuant to Sections 23.5 and 23.6, respectively; and (7) ensuring that USERIDs are used only as appropriate and as contemplated by these General Terms and Conditions and the LINK® System Agreement.
- (c) Transporter shall be entitled to rely upon the representation of the LINK® System Subscriber's Local Security Administrator that the LINK® System User(s) identified by the Local Security Administrator may (i) transmit information to Transporter; (ii) view information posted on the LINK® System; and/or (iii) perform the LINK® System contracting function in accordance with the security rights granted by Local Security Administrator.

23.4 Authorized Use of LINK® System; Confidentiality

- (a) LINK® System Subscriber shall submit Contact Information to Transporter via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System. In

addition, LINK® System Subscriber shall be required to submit updated Contact Information to Transporter via the LINK® System as such information changes. Such revised information shall supersede in its entirety any Contact Information previously submitted to Transporter.

- (b) LINK® System Subscriber shall not disclose to persons other than Local Security Administrator and LINK® System Users that are employed by LINK® System Subscriber, or properly designated affiliates or agents of LINK® System Subscriber, and shall otherwise keep confidential, all USERIDs and passwords issued by Local Security Administrator. In addition, LINK® System Subscriber shall cause Local Security Administrator and LINK® System User(s) to refrain from disclosing to any other person, whether or not employed by LINK® System Subscriber, and shall otherwise keep confidential, the individualized USERID and password issued to each such LINK® System User.
- (c) LINK® System Subscriber shall be solely responsible for any unauthorized or otherwise improper use of USERIDs and passwords issued by or for its Local Security Administrator, including, but not limited to, the use of such USERIDs and passwords by LINK® System Users who are not within LINK® System Subscriber's employment or control.
- (d) Transporter reserves the right to disable for due cause any USERID issued to any LINK® System User. Transporter shall provide notice to LINK® System Subscriber, LINK® System User and/or Local Security Administrator, as applicable, at the time that the USERID is disabled by Transporter. In addition, upon thirty (30) days prior notice to the LINK® System User and the Local Security Administrator, Transporter will disable any USERID that has not been used to access the LINK® System for fifteen (15) consecutive months.
- (e) LINK® System Subscriber shall immediately notify Transporter of the desire to delete a Local Security Administrator of LINK® System Subscriber by (i) e-mail to link-help@spectraenergy.com, or (ii) submission via the LINK® System using the applicable on-line form of revised Local Security Administrator Designation information for such Local Security Administrator indicating the desire for termination. Such revised information shall supersede in its entirety any Local Security Administrator Designation information previously submitted to Transporter for such Local Security Administrator. LINK® System Subscriber shall be solely responsible for any unauthorized actions of Local Security Administrator due to LINK® System Subscriber's failure to so notify Transporter of the need to delete such Local Security Administrator.

- (f) Transporter warrants that, without the express consent of LINK® System Subscriber or as otherwise provided in this FERC Gas Tariff, no Transporter employee or agent will disclose to any third party any non-public information regarding research performed through the use of the LINK® System by LINK® System Subscriber.
- (g) Any manual forms received by Transporter prior to September 1, 2007 related to Contact Information, Designation of Agency, or Designation of Affiliated Companies, and any Local Security Administrator Forms received by Transporter prior to March 11, 2009, shall remain in full force and effect until the earlier of (i) termination by the LINK® System Subscriber or (ii) receipt of superseding information submitted pursuant to this Section 23.

23.5 LINK® System Subscriber; Affiliated Companies

- (a) If LINK® System Subscriber belongs to a group of affiliated companies and requires LINK® System access on behalf of one or more of said affiliates, LINK® System Subscriber (i) shall, or shall cause one of the affiliates of LINK® System Subscriber to, submit to Transporter via the LINK® System the Designation of Affiliated Companies information, and (ii) shall cause all other parties included in the affiliation to approve the Designation of Affiliated Companies information via the LINK® System. The Designation of Affiliated Companies information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the Designation of Affiliated Companies information.
- (b) When Designation of Affiliated Companies information changes, the LINK® System Subscriber shall cause revised Designation of Affiliated Companies information to be submitted and approved pursuant to Section 23.5(a) above. Such revised information shall supersede in its entirety any Designation of Affiliated Companies information previously submitted to Transporter. LINK® System Subscriber warrants that access consistent with any Designation of Affiliated Companies information submitted and approved by LINK® System Subscriber and its affiliates in accordance with Section 23.5(a) above or manually submitted prior to September 1, 2007, pursuant to Section 23.4(g) above is appropriate and authorized. Determining the propriety of such access is the responsibility of LINK® System Subscriber and/or its affiliates, but Transporter reserves the right to reject such Designation of Affiliated Companies information if it determines that granting such designation would violate any contractual, legal, or regulatory responsibility of Transporter.

- (c) In order for LINK® System Users of LINK® System Subscriber to access the LINK® System on behalf of LINK® System Subscriber's affiliates designated pursuant Section 23.5(a) above, LINK® System Subscriber and each designated affiliate of LINK® System Subscriber must meet the requirements of a LINK® System Subscriber set forth in Section 23.1(a) of these General Terms and Conditions.
- (d) It is the obligation of the LINK® System Subscriber to notify Transporter via the LINK® System when a company affiliation terminates, either by (i) submitting a request to terminate a company affiliation via the applicable on-line form, as such form is updated from time to time in the LINK® System, or (ii) submitting and approving superseding Designation of Affiliated Companies information in accordance with Section 23.5(a). An affiliate may request a termination of the company affiliation by submitting such request via the LINK® System. A request to terminate a company affiliation will be processed by Transporter without consent from the non-requesting party.

23.6 LINK® System Subscriber; Agency

- (a) If LINK® System Subscriber desires to designate one or more persons or entities to act as an agent on behalf of LINK® System Subscriber ("Agent"), then for each such Agent, the LINK® System Subscriber (i) shall, or shall cause the Agent to, submit to Transporter via the LINK® System the Designation of Agency information specifying the rights granted to the Agent and (ii) shall cause the other party to the agency relationship to approve the Designation of Agency information. The Designation of Agency information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the information. Transporter may require that LINK® System Subscriber provide additional documentation to confirm that LINK® System Subscriber desires Agent to act on its behalf.
- (b) In order for LINK® System Users of an Agent designated pursuant to Section 23.6(a) above to access the LINK® System on behalf of LINK® System Subscriber, such Agent must meet the requirements of a LINK® System Subscriber set forth in Section 23.1(a) of these General Terms and Conditions.
- (c) Transporter may accept and fully rely upon Designation of Agency information submitted and approved in accordance with Section 23.6(a) above or manually submitted prior to September 1, 2007, in accordance

with Section 23.4(g) above. Transporter may fully rely upon all communications received from and direction given by Agent with respect to all actions indicated in the approved Designation of Agency information for which Agent is authorized to act on behalf of LINK® System Subscriber. Transporter may grant Agent access to LINK® System Subscriber's data contained in the LINK® System as necessary to perform the functions identified in the approved Designation of Agency information. LINK® System Subscriber will defend, indemnify and hold harmless Transporter from and against any and all claims, demands, liabilities and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Transporter by any party associated with Transporter's reliance on Designation of Agency information provided pursuant to this Section 23.6.

- (d) The rights specified in the approved Designation of Agency information having the latest commencement date shall supersede all prior rights granted by LINK® System Subscriber to Agent. In no event can an agency right granted to one Agent be simultaneously granted to another Agent.

It is the obligation of the LINK® System Subscriber to notify Transporter when an agency relationship changes or terminates, either by (i) specifying a termination date in the approved Designation of Agency information, (ii) submitting a request to terminate an agency relationship via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, or (iii) submitting and approving superseding Designation of

Agency information in accordance with Section 23.6(a). The Agent may request a termination of the agency relationship by submitting such request via the LINK® System. A request to terminate an agency relationship will be processed by Transporter without consent from the non-requesting party.

LINK® System Subscriber and Agent must re-approve existing Designation of Agency information via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, on an annual basis. If, during this annual re-approval process, either the LINK® System Subscriber or the Agent desires a change to the Designation of Agency information, new Designation of Agency information must be submitted and approved in accordance with Section 23.6(a) above. Transporter shall remove the security rights granted to all LINK® System Users of Agent pertaining to access granted by LINK® System Subscriber pursuant to the Designation of Agency

information if LINK® System Subscriber and Agent do not re-approve the existing Designation of Agency information or submit and approve updated Designation of Agency information on an annual basis.

- (e) Agent is authorized to act on behalf of LINK® System Subscriber under any or all of LINK® System Subscriber's Service Agreements with Transporter as such Service Agreements are effective from time to time, or with respect to any or all meter locations as available from time to time, respectively, as specified in the Designation of Agency information, until LINK® System Subscriber properly notifies Transporter that the agency relationship is terminated or superseded in accordance with Section 23.6(d). The designation of an Agent by a LINK® System Subscriber does not provide for an assignment of the rights and obligations of any Service Agreement between Transporter and LINK® System Subscriber.

23.7 Liability

- (a) Transporter shall not be liable to LINK® System Subscriber nor any other party in damages for any act, omission or circumstance related to the LINK® System occasioned by or in consequence of an event of force majeure as defined in Section 24 of these General Terms and Conditions, that is not within the control of Transporter and which by the exercise of due diligence Transporter is unable to prevent or overcome. To the extent the information displayed on the LINK® System is originated solely by Transporter and such information is subsequently determined to be inaccurate, LINK® System Subscriber shall not be subject to any penalties otherwise collectable by Transporter based on Customer conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the LINK® System.
- (b) LINK® System Subscriber shall defend, indemnify and hold harmless Transporter from and against any and all claims, demands and/or actions, and any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Transporter by any party as a result of the unauthorized or otherwise improper use of any USERID and/or password issued to or by LINK® System Subscriber and/or Local Security Administrator or any other unauthorized or improper use of the LINK® System by any LINK® System User or LINK® System Subscriber unless such improper use is the result of Transporter's negligence or willful misconduct, including, but not limited to, distribution of USERIDs or passwords to persons that are not employed by, or agents or affiliates of, LINK® System Subscriber.

- 23.8 Electronic Mail (E-mail) Notification. For system-wide notices of general applicability, any provisions of this FERC Gas Tariff requiring that these matters be written or in writing are satisfied by Transporter utilizing electronic transmission through the LINK® System in accordance with the procedures for utilization of the LINK® System or through electronic data interchange as provided for in Commission-approved or permitted data sets. Critical system-wide notices will be in a separate category from notices that are not critical. Transporter will use electronic mail (e-mail) in order to facilitate certain notifications to Customers as required by this FERC Gas Tariff. Customer shall provide Transporter with at least one e-mail address to which these notifications can be sent, and shall be responsible for updating such information as necessary. In addition to the requirement specified in Sections 14 and 15 of these General Terms and Conditions to post notices on the LINK® System, Transporter shall provide such notifications via e-mail communication to those Customers that have provided such e-mail address information and have requested, via the LINK® System, e-mail notification of critical notices issued by Transporter. Customer shall be responsible for providing accurate e-mail notification information to Transporter, including timely updates to such information as necessary. All other provisions, including service agreement-specific notices, requiring items or information to be written or in writing remain unchanged unless otherwise agreed by Transporter and Customer.
- 23.9 Rights to LINK® System. Transporter or an affiliate of Transporter is the exclusive proprietor of the programming that generates the LINK® System and of all the copyrights and proprietary interests therein, except insofar as any third party (whose materials are made available in the files of the LINK® System under license to Transporter or an affiliate of Transporter) possesses a copyright or proprietary interest in such materials, but not of the files of and the information displayed on the LINK® System. A LINK® System Subscriber will not by virtue of this Section 23 or the executed LINK® System Agreement acquire any proprietary interests in the programming that generates the LINK® System. As part of Transporter's continuing development of the LINK® System, third parties may desire to acquire rights to certain parts of the programming. Transporter will attempt to accommodate, when appropriate, requests by LINK® System Subscribers to license these rights for use in the LINK® System.

24. EXCUSE OF PERFORMANCE AND REMEDIES

- 24.1 Relief from liability: Neither Transporter nor Shipper shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, military action, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms or storm warnings, crevasses, floods, washouts, arrests and restraints of rulers and peoples, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability of either Shipper or Transporter to obtain necessary materials, supplies, equipment or permits, labor required to comply with any obligations or conditions of an agreement, inability to obtain access to rights-of-way, the binding order of any court or governmental authority that has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act or omission of one of the parties to the gas service contract between Transporter and Shipper or some person or concern not a party thereto, not within the control of the party claiming suspension, and which by the exercise of due diligence such party is unable to prevent or overcome. In addition, a Balancing Party shall be exempted from liability for any Daily Variance Charge incurred as a result of freezing or failure of third party lines of pipe or facilities, or as a result of an unexpected breakdown of the Balancing Party's facilities. Transporter and Shipper shall schedule routine maintenance in a manner that minimizes service interruptions and shall not schedule routine maintenance during periods of peak demand. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.
- 24.2 Liabilities not relieved: Such causes or contingencies affecting the performance of said service agreement by either party, however, shall not relieve it of liability in the event of its contributory negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies relieve either party of its obligations to meet the quality standards set forth in Section 2, nor shall such causes or contingencies affecting the performance of said contract relieve either party from its obligations to make payments of amounts then due thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by fax to the other party as soon as possible after the occurrence relied on.
- 24.3 Termination of agreement: If either Transporter or Shipper shall fail to perform any of the covenants or obligations imposed upon it by the service agreement, subject to the applicable provisions of Transporter's FERC Gas Tariff, then in

such event the other party may at its option terminate said agreement by proceeding as follows: the party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the agreement, and if within said period of thirty days the party in default does so remove and remedy said cause or causes and fully indemnifies the party not in default for any and all consequences of such breach, then such notice shall be withdrawn and the agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not indemnify the party giving the notice for any and all consequences of such breach, within said period of thirty days, the agreement shall terminate. Any cancellation of the agreement pursuant to the provisions of this paragraph shall be without prejudice to the right of Transporter to collect any amounts then due to it for natural gas service rendered prior to the time of cancellation, and shall be without prejudice to the right of Shipper to receive any gas that it has not received but which it has delivered to Transporter for transportation, prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of the agreement.

25. TRANSPORTATION COST RATE ADJUSTMENT

- 25.1 The rates and charges for the Affected Rate Schedule (as defined in Section 25.2 below) are subject to adjustments following the effective date of the rates filed by Transporter on January 31, 1992 in Docket No. RP91-204; provided, however, that these rates and charges may be adjusted no more frequently than on a quarterly basis to reflect changes in Transportation Costs. "Transportation Costs" are costs for the transmission and compression of Transporter's gas by others (Account No. 858). These costs include, among other charges, any non-gas commodity charges or any other related charges billed to Transporter for transportation within contract demand on an upstream pipeline system. Transporter shall also file with the Commission a Transportation Cost Filing (the "Annual Transportation Cost Filing") to provide for the reconciliation under Section 25.6(d) hereof. The annual Transportation Cost Filing shall include a Transportation Cost Rate Adjustment (TCRA).
- 25.2 Affected Rate Schedules - Affected Rate Schedules shall be Rate Schedules FT-A and FT-GS.
- 25.3 Filing of Transportation Cost Rate Adjustment - The effective TCRA under the Affected Rate Schedules shall be shown on the Notice of Rates and Other Tariff Rate Changes. Each TCRA shall be effective on 30 days notice, unless shortened by the Commission for good cause shown. Concurrent with each Annual Transportation Cost Filing, Transporter shall include computations showing the derivation of the TCRA.
- 25.4 Calculation Period and Rate Determinants - The TCRA Calculation Period for each TCRA Filing shall be the twelve-month period commencing with the effective date of that filing. The term Billing Determinants, is used herein, shall refer to the projected Demand and Commodity billing units for the Affected Rate Schedules for the TCRA Calculation Period.
- 25.5 Determination of Transportation Cost Rate Adjustment - The Current Transportation Cost shall be the estimated Demand and Commodity Account No. 858 amounts attributable to the Affected Rate Schedules for the Calculation Period.
- (a) The Current Transportation Cost Rate shall be determined by dividing the Current Transportation Costs by the Billing Determinants under the Affected Rate Schedules for the Calculation Period; provided that the Initial Transportation Cost Rate shall be determined on the basis of the applicable costs and billing determinants reflected in Transporter's Section 4(e) rate filing to Docket No. RP91-204.

- (b) The Current Transportation Cost Rate Adjustment reflected on the Notice of Rates and Other Tariff Rate Changes shall be determined (1) in the first TCRA filing by subtracting the Initial Transportation Cost Rates from the Current Transportation Cost Rate, (2) in succeeding filings by subtracting the Transportation Cost Rate in Transporter's preceding TCRA filing hereunder from the Current Transportation Cost Rate. Such Transportation Cost Rate Adjustments shall be applied to all of Transporter's rates under the appropriate Affected Rate Schedules in a manner that maintains Transporter's then effective cost allocation and rate design.

- 25.6 Unrecovered Transportation Cost Account - Transporter shall establish and maintain an Unrecovered Transportation Cost Account for the collection of the Transportation Costs under the Affected Rate Schedules as a sub-account of FERC Account No. 186. The account shall be segregated between Demand and Commodity.
 - (a) Each Month the Unrecovered Transportation Cost Account shall be (i) debited by Transporter's actual Transportation Costs, and (ii) credited by the actual revenues received attributable to the Transportation Costs reflected in Transporter's Rates. Such credits shall be determined by multiplying (a) the actual Demand and Commodity billing units under the Affected Rate Schedules for the billing month by (b) the effective Current Transportation Cost Rate.
 - (b) Commencing with the effective date of this provision, all transportation refunds received by Transporter, applicable to transportation services recoverable pursuant to this Article 25 shall be credited to the Account.
 - (c) Each Month the Account shall be debited (in the event of a debit balance) or credited (in the event of a credit balance) with interest, calculated in accordance with the procedures set forth in Section 154.403(c)(7) of the Commission's regulations, on the prior Month's ending balance.
 - (d) In each Annual Transportation Cost filing, Transporter shall adjust its rates either positively or negatively to recover or return the balances in the applicable FERC Account No. 186 sub-account, Unrecovered Transportation Costs at the end of the Month ending four (4) Months prior to the effective date of the adjustments.

- 25.7 Termination of Provision - This Section 25 shall remain in effect until the effective date of Transporter's next Section 4(e) general rate filing subsequent to Docket No. RP91-204.

- (a) At such time as the provisions of this Section 25 are terminated, any net credit balance in the applicable Account No. 186 sub-account Unrecovered Transportation Costs, shall be refunded to Shippers under the Affected Rate Schedules, or (b) any net debit balance shall be due and payable by Shippers under the Affected Rate Schedules.

26. NOTICES

Except when Transporter's General Terms and Conditions require notice via LINK®, any communication, notice, request, demand, statement or bill provided for in this Tariff or in a service agreement, or any notice that either Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly presented, rendered or delivered when mailed by post-paid registered or ordinary mail or when sent by electronic medium or such other method mutually agreed upon between the parties. The material so sent shall be addressed to the pertinent party at its last known post office address, or at such other address as either party may designate.

27. MODIFICATION

No modification of the terms and provisions of an executed service agreement shall be made except by the execution of a superseding service agreement or the execution of a superseding exhibit thereto.

28. NONWAIVER AND FUTURE DEFAULT

No waiver by either Transporter or Shipper of any one or more defaults by the other in the performance of any provision of a service agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

29. APPLICABLE REGULATIONS

This FERC Gas Tariff, including these General Terms and Conditions, and the respective obligations of the parties under the service agreements are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction and are subject to change from time to time by addition, amendment or substitution as provided by law.

30. OPERATING INFORMATION AND ESTIMATES

At Transporter's request, any Shipper shall furnish to Transporter estimates of peak day, monthly and annual quantities of natural gas (by classification of customers as required by the Commission's Regulations). In addition, Shipper shall furnish Transporter with comparable actual gas sales and end-use data relating to the ultimate consumer(s) on Transporter's system.

31. CODE COMPLIANCE

It shall be the Shipper's sole responsibility to purchase, install, operate, and maintain Shipper's facilities or equipment used for odorizing, handling, manufacturing, storing, transporting or distributing natural gas delivered to or received from Transporter in compliance with all applicable local, State, and Federal codes, rules and regulations. Transporter shall not be held responsible for any damages resulting from Shipper's noncompliance even if such is known to Transporter.

32. WAR AND NATIONAL DEFENSE

Both Shipper and Transporter recognize that the national defense is paramount to any contractual obligations then existing between them, and, notwithstanding any contractual provisions, neither Transporter nor Shipper shall assert nor be required to assume any obligation that is inconsistent with or contrary to any valid order of any governmental agency having jurisdiction.

33. GAS RESEARCH INSTITUTE RATE ADJUSTMENT

33.1 [Reserved for Future Use]

33.2 [Reserved for Future Use]

33.3 [Reserved for Future Use]

33.4 [Reserved for Future Use]

33.5 Disposition of Revenues Collected Under the Voluntary Contribution Program

Within fifteen (15) days of the receipt of any revenue received pursuant to this Section 33.5, Transporter shall remit to GRI any amounts collected, less any amounts properly payable to a federal, state or local authority relating to such revenues, from Shippers who wish to voluntarily contribute to GRI's research, development and demonstration programs (the "Voluntary Contribution Program"). Shippers desiring to contribute to the Voluntary Contribution Program may check the appropriate box on their monthly invoices and include such amounts with their payments.

34. FERC ANNUAL CHARGE ADJUSTMENT

Transporter shall adjust the rate for Funding Services as specified below from time to time to reflect the annual charge assessed Transporter by the Federal Energy Regulatory Commission (Annual Charge) pursuant to Order No. 472 or any other superseding or related rule or order.

34.1 Funding Services: Funding Services shall include all services under Rate Schedules FT-A, FT-L, FT-GS, IT, and IT-L; provided, however, the Annual Charge Adjustment surcharge shall not be assessed on quantities transported under Rate Schedules FT-L and/or IT-L to the extent that such quantities are also transported on Transporter's system under one or more of Transporter's other Rate Schedules.

34.2 [Reserved For Future Use]

34.3 Current Annual Charge Rate Adjustment: The Current Annual Charge Rate Adjustment shall be the unit amount, adjusted as necessary for heating value and pressure base, that the Federal Energy Regulatory Commission orders to be effective each fiscal year as posted in a notice on its website (<http://www.ferc.gov>) entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge."

34.4 Retention of Revenues Collected under Annual Charge Rate Adjustment: Transporter shall retain all revenues collected under this Section 34. Except as provided by this Section 34, Transporter shall not have the right to seek to recover in any proceeding under Section 4(e) of the Natural Gas Act any Annual Charges recorded in its FERC Account No. 928.

35. INFORMATION AND COMMUNICATIONS REGARDING SERVICES

This article describes the information and procedures Transporter will make available pursuant to Order Nos. 497, et seq., Order Nos. 636, et seq., and Order Nos. 637, et seq.

35.1 [Reserved for Future Use]

35.2 [Reserved for Future Use]

35.3 System and Service Information

Any person desiring information on the availability, pricing, or other terms of the transportation services can contact Transporter at (865) 692-2100.

35.4 Complaint Procedures

Customers are encouraged to resolve any disputes informally with their designated customer representatives. Complaints concerning Transporter's compliance with any of Transporter's Standards of Conduct procedures should be communicated to Transporter with a designation that it is a Standards of Conduct regulation complaint and shall contain a clear and complete statement of the nature and basis of the complaint, together with supporting documentation, if any. Information regarding the appropriate contact personnel shall be posted on Transporter's Internet Web site. Transporter will respond initially to the complaint within forty-eight (48) hours, and in writing within thirty (30) days. In the event the required date of Transporter's response falls on a Saturday, Sunday, or a holiday that affects Transporter, Transporter shall respond by the next Business Day. A complainant dissatisfied with a response should resubmit the complaint in writing to the Spectra Energy Transmission Legal Department, Attorney for East Tennessee Natural Gas, LLC, P.O. Box 1642, Houston, Texas 77251-1642.

35.5 Informational Postings

All information required to be posted pursuant to the Commission's currently effective Standards of Conduct regulations will be provided on Transporter's Internet Web site under Informational Postings. Such information will be updated as required by applicable regulation(s) issued by the Commission.

36. CONSTRUCTION OF FACILITIES

- 36.1 Transporter will construct, at a Shipper's or Balancing Party's request, only those facilities to render requested services that interconnect with facilities that either cross or are immediately adjacent to Transporter's existing facilities; provided, however, Transporter shall not be obligated to construct facilities hereunder that will result in the expansion or diminishment of Transporter's pipeline system. In the event that Transporter determines that it will construct facilities that will result in the expansion of its pipeline system, Transporter shall offer the proposed expansion capacity to all Shippers on a non-discriminatory basis. Transporter will own and operate all facilities constructed. Before designating an interconnection as a Receipt or Delivery Point for service under any of Transporter's Rate Schedules, Transporter shall require a Balancing Agreement with the operator of the connecting facility pursuant to either Rate Schedule LMS-MA or LMS-PA as applicable.
- 36.2 Except as provided in Section 36.3 herein, Shippers or Balancing Parties that request service that requires construction of facilities by Transporter shall reimburse Transporter for the costs of such facilities according to the provisions of the applicable Rate Schedule. Transporter shall not use the reimbursement amounts so collected as either costs or revenues in establishing its general system rates. Shipper or the Balancing Party shall pay the new facilities charge by lump sum payment, based upon Transporter's estimated cost, prior to any construction activity unless another form of payment is otherwise mutually agreed upon. Such payment shall be applied to the actual cost of such new facilities; provided, however, any excess shall be returned to the Shipper or Balancing Party and any amounts still owing shall be paid by the Shipper or the Balancing Party to Transporter within thirty days after final determination.
- 36.3 Transporter may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 36.2, if Shipper provides Transporter adequate assurances of transportation throughput to make construction of the facilities economical to Transporter. All requests for waiver shall be handled by Transporter in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, Transporter will evaluate projects on the basis of various economic criteria, which will include the estimated transportation throughput, cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues Transporter estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Transporter. In estimating the revenues to be generated, Transporter will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the capacity, the location of the markets, the interruptible versus the firm nature of the transportation service, and other similar factors which impact whether the available deliverability will actually be transported.

37. [RESERVED FOR FUTURE USE]

38. INCORPORATION IN RATE SCHEDULES AND SERVICE AGREEMENTS

These General Terms and Conditions are incorporated in and are a part of Transporter's Rate Schedules and Service Agreements. To the extent that any provision of a service agreement conflicts with any provision of the corresponding rate schedule, the provisions in the Rate Schedule shall govern. To the extent that any provision in either a service agreement or a Rate Schedule conflicts with any of Transporter's General Terms and Conditions, Transporter's General Terms and Conditions shall govern.

39. OPERATIONAL PURCHASES AND SALES

Transporter may make interruptible sales of gas from time to time pursuant to the cash-out procedures of Rate Schedules LMS-MA and LMS-PA and to provide fuel and use quantities to Shippers. Further, under the cash-out procedures of Rate Schedules LMS-MA and LMS-PA, Transporter may periodically acquire quantities of gas. Transporter shall have the right to make interruptible sales or purchases of gas under its cash-out program from time to time at system receipt points pursuant to the terms of the blanket certificate of public convenience and necessity granted to Transporter pursuant to 18 C.F.R. Section 284.284 and Order No. 636 of the Federal Energy Regulatory Commission. Such sales shall be made under rates, terms and conditions mutually agreed upon between Transporter and purchasers, provided, however, that all such sales shall be fully interruptible and shall be curtailable pro rata without regard to underlying transportation arrangements made by purchasers.

40. PERMITTED SHARING OF NON-PUBLIC INFORMATION

Pursuant to FERC Order No. 787 and subject to the requirements of FERC Order No. 787, Transporter shall have the right to share, from time to time on a voluntary basis, non-public operational information with an Independent System Operator, Regional Transmission Organization or public utility that owns, operates, or controls facilities used for transmission of electric energy in interstate commerce (collectively “Electric Transmission Operator”) for the purpose of promoting reliable service or operational planning on either the Transporter’s or Electric Transmission Operator’s system. Transporter’s primary point of contact and the protocols for the sharing of such non-public information will be provided to each Electric Transmission Operator in Transporter’s service territory. All such sharing of non-public operational or planning information will be in accordance with those protocols. A list of the Electric Transmission Operators who have agreed to the protocols will be maintained on Pipeline’s Informational Postings website.

41. DISCOUNTING POLICY

- 41.1 Any Shipper desiring a discount of the maximum recourse rates for service under Transporter's rate schedules must submit a valid request for such discount pursuant to the procedures of this Section 41. To be considered a valid request, Shipper must complete and submit a request for discount via the LINK® System, specifically including the information for all mandatory fields. Upon receipt of a valid request for a discount, Transporter will log such request and either deny or grant such request.
- 41.2 Order of Discounts. Transporter may, from time to time, selectively adjust any or all of the rates charged to any individual Shipper for service under Part 284 of the Commission's regulations for which maximum and minimum rates are stated in this FERC Gas Tariff. Discounting of rates and charges shall, however, be done in the following order:

| | Demand | | Commodity* |
|----|----------------|----|----------------|
| 1. | Base Rate | 1. | Base Rate |
| 2. | TCRA Surcharge | 2. | TCRA Surcharge |

* ACA surcharge is non-discountable.

- 41.3 In the event that Transporter agrees to discount its maximum rates under any of its rate schedules, Transporter and Shipper may agree to the types of discounts specified herein without such discounts constituting a material deviation from Transporter's pro forma service agreement. Transporter and Shipper may agree that a specified discounted rate will apply: (i) only to specified quantities under the service agreement; (ii) only if specified quantities are achieved or only with respect to quantities below a specified level; (iii) only during specified periods of the Year or for a specifically defined period; (iv) only to specified points, combination of points, markets, transportation paths or other defined geographic area(s); (v) only in a specified relationship to the quantities actually delivered (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually delivered); (vi) so that the applicable rate may be adjusted in the following manner: when one rate component, which was equal to or within the applicable maximum and minimum recourse rates at the time Shipper received the Discount Confirmation pursuant to Section 41.5 below specifying the terms of the discount, subsequently exceeds the applicable maximum recourse rate or is below the applicable minimum recourse rate, so that such rate component must be adjusted downward or upward to equal the new applicable maximum or minimum recourse rate, then other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, so long as none of the resulting rate components exceed the maximum recourse rate or are below the minimum

recourse rate applicable to the rate component (such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts a revised Notice of Rates and Other Tariff Rate Changes; 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); and/or (vii) based upon published index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points for price determination (such discounted rate may be based upon a single published index price or the differential between published index prices or arrived at by formula; provided that the discounted rate shall not change the underlying rate design, shall not include any minimum bill or minimum take obligation, and shall define the rate component to be discounted). Notwithstanding the foregoing, no discounted rate shall be less than the applicable minimum rate.

- 41.4 In the event that Transporter rejects Shipper's request for a discounted rate, Transporter shall notify Shipper via e-mail of the reason for such rejection.
- 41.5 The terms of any discount request granted by Transporter pursuant to this Section 41 shall be transmitted by e-mail to Shipper in the form of a Discount Confirmation. The Discount Confirmation shall identify the applicable Shipper's name, contract number, rate schedule, term of the discount, discount rate, applicable quantities, point(s) of receipt and delivery, and/or the segment being discounted. The Discount Confirmation may also include other information required for posting under the Commission's regulations and other conditions consistent with Section 41.3. No particular discount transaction shall be contractually binding on either Transporter or Shipper until Transporter has confirmed the terms of the discount upon Transporter's e-mail to Shipper of the Discount Confirmation for the transaction, subject to the underlying Service Agreement being fully executed. All discounts granted shall be effective no sooner than the beginning of the next Gas Day following the Gas Day on which the request is granted by Transporter. Once the Discount Confirmation is contractually binding, the Discount Confirmation will constitute an addendum to the underlying service agreement. Each such addendum is an integral part of the underlying service agreement as if executed by both parties and fully copied and set forth at length therein.
- 41.6 If Transporter's recourse rates are subject to refund at any time during the effectiveness of a Discount Confirmation, with respect to the applicable discounted rate, Shipper shall be entitled to refunds of payments made by Shipper only in the event that the final, non-appealable maximum recourse rate, whether usage-based or reservation-based, as determined by the Commission for a given time period is lower than the rate actually paid by Shipper during such time period. Subject to the condition precedent set forth in the immediately preceding sentence, Shipper's principal refund amount shall be equal to (i) with respect to

usage-based rates, the product of (aa) the positive difference between the final, non-appealable maximum recourse rate and the discounted rate, and (bb) the quantities of gas delivered to Shipper, or for Shipper's account, during the refund period; and (ii) with respect to reservation-based rates, the product of (cc) the positive difference between the final, non-appealable maximum recourse rate and the discounted rate, (dd) the MDTQ covered by the discounted rate, and (ee) the number of Months in the refund period (partial Months shall be prorated for the number of Days in the Month that fall within the refund period and a discounted rate that is not a monthly rate shall be adjusted for purposes of this calculation to reflect the monthly equivalent of the rate).

42. PERIODIC REPORTS

The following is a list of periodic reports that Transporter must make pursuant to Commission order or to a settlement initiated under Parts 154 or 284 of the Commission's regulations:

1. **TCRA Report:** This report reflects the cost of maintaining Commission approved transportation agreements on other interstate pipelines and must be filed with the Commission annually. For more information, see Section 25 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
2. **Cashout Report:** This report reflects the details of cashout activity during each annual period beginning on November 1 of each calendar year. For more information, see Section 8 of Rate Schedule LMS-PA and Section 7.5(f) of Rate Schedule LMS-MA, both of which are a part of Transporter's FERC Gas Tariff.

43. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS

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), as 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 the Tariff

Pursuant to NAESB’s Copyright Procedure Regarding Member and Purchaser Self-Executing Waiver as adopted by the NAESB Board of Directors on April 4, 2013, Transporter may publish in its tariff, compliance filings, in communications with customers or stakeholders in conducting day to day business or in communications with regulatory agencies some or all of the language contained in NAESB standards protected by copyright, provided that Transporter includes appropriate citations in the submission.

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| | | Tariff Record |
|---------------------------------------|---|----------------|
| NAESB WGQ Standard No. | <i>(Part 6 - General Terms and Conditions unless otherwise specified)</i> | <u>Section</u> |
| General Definitions: | | |
| 0.2.5 | 1. Definitions | 1 |
| Nominations Related Standards: | | |
| 1.2.6 | 1. Definitions | 1 |
| 1.2.14 | 1. Definitions | 1 |
| 1.2.15 | 1. Definitions | 1 |
| 1.2.16 | 1. Definitions | 1 |
| 1.2.17 | 1. Definitions | 1 |
| 1.3.1* | 1. Definitions | 1 |
| 1.3.2 (i) | 15. Scheduling of Receipts and Deliveries | 15.2(d)(i) |
| 1.3.2 (ii) | 15. Scheduling of Receipts and Deliveries | 15.2(d)(ii) |
| 1.3.2 (iii) | 15. Scheduling of Receipts and Deliveries | 15.2(d)(iii) |

| | | |
|------------|---|-------------|
| 1.3.2 (iv) | 15. Scheduling of Receipts and Deliveries | 15.2(d)(iv) |
| 1.3.2 (v) | 15. Scheduling of Receipts and Deliveries | 15.2(d)(v) |
| 1.3.2 (vi) | 15. Scheduling of Receipts and Deliveries | 15.2(d)(vi) |
| 1.3.5* | 15. Scheduling of Receipts and Deliveries | 15.2(c) |
| 1.3.9* | 15. Scheduling of Receipts and Deliveries | 15.2(f) |
| 1.3.11* | 15. Scheduling of Receipts and Deliveries | 15.2(d) |
| 1.3.13 | 15. Scheduling of Receipts and Deliveries | 15.2(f) |
| 1.3.14 | 1. Definitions | 1 |
| | <i>(Part 5 - Rate Schedules)</i> | |
| 1.3.15 | 1. FT-A Firm Transportation Service | 5 |
| | 2. FT-L Firm Lateral Transportation Service | 5 |
| | 3. FT-GS Firm Transportation Service | 6 |
| 1.3.16 | 1. FT-A Firm Transportation Service | 5 |
| | 2. FT-L Firm Lateral Transportation Service | 5 |
| | 3. FT-GS Firm Transportation Service | 6 |

Flowing Gas Related Standards:

| | | |
|--------|--|---------|
| 2.2.2 | 1. Definitions | 1 |
| 2.2.3 | 1. Definitions | 1 |
| 2.3.7 | 3. Measurement | 3.2(g) |
| 2.3.11 | 4. Measurement Equipment | 4.6 |
| 2.3.14 | 4. Measurement Equipment | 4.6 |
| 2.3.26 | 15. Scheduling of Receipts and Deliveries | 15.4(d) |
| 2.3.28 | 16. Invoicing and Payment | 16.1 |
| | <i>(Part 5 - Rate Schedules)</i> | |
| 2.3.40 | 8. LMS-MA Market Area Load Management Service | 7.4 |
| | 9. LMS-PA Pooling Area Load Management Service | 6 |
| 2.3.41 | 8. LMS-MA Market Area Load Management Service | 7.4 |
| | 9. LMS-PA Pooling Area Load Management Service | 6 |
| 2.3.42 | 8. LMS-MA Market Area Load Management Service | 7.4 |
| | 9. LMS-PA Pooling Area Load Management Service | 6 |
| 2.3.43 | 8. LMS-MA Market Area Load Management Service | 7.4 |
| | 9. LMS-PA Pooling Area Load Management Service | 6 |
| 2.3.44 | 8. LMS-MA Market Area Load Management Service | 7.4 |
| | 9. LMS-PA Pooling Area Load Management Service | 6 |
| 2.3.45 | 8. LMS-MA Market Area Load Management Service | 7.4 |
| | 9. LMS-PA Pooling Area Load Management Service | 6 |
| 2.3.47 | 8. LMS-MA Market Area Load Management Service | 7.4 |
| | 9. LMS-PA Pooling Area Load Management Service | 6 |

Invoicing Related Standards:

| | | |
|--------|---------------------------|------|
| 3.2.1 | 1. Definitions | 1 |
| 3.3.17 | 16. Invoicing and Payment | 16.3 |
| 3.3.18 | 16. Invoicing and Payment | 16.3 |
| 3.3.19 | 16. Invoicing and Payment | 16.4 |

Capacity Release Related Standards:

| | | |
|--------|--|--|
| 5.2.3 | 1. Definitions | 1 |
| 5.2.4 | 1. Definitions | 1 |
| 5.2.5 | 1. Definitions | 1 |
| 5.3.1 | 17. Release of Rights to Firm Transportation Service | 17.6(b) |
| | 18. Release of Rights to LNGS Service | 18.6(b) |
| 5.3.2 | 17. Release of Rights to Firm Transportation Service | 17.6(a)(1), 17.6(a)(2), 17.6(a)(3) |
| 5.3.3 | 17. Release of Rights to Firm Transportation Service | 17.6(c) |
| | 18. Release of Rights to LNGS Service | 18.6(c) |
| 5.3.4 | 17. Release of Rights to Firm Transportation Service | 17.7(f) |
| | 18. Release of Rights to LNGS Service | 18.7(d) |
| 5.3.7 | 17. Release of Rights to Firm Transportation Service | 17.16(c) |
| | 18. Release of Rights to LNGS Service | 18.15(c) |
| 5.3.8 | 17. Release of Rights to Firm Transportation Service | 17.2(f) |
| | 18. Release of Rights to LNGS Service | 18.2(e) |
| 5.3.9 | 17. Release of Rights to Firm Transportation Service | 17.7(j) |
| | 18. Release of Rights to LNGS Service | 18.7(e) |
| 5.3.11 | 17. Release of Rights to Firm Transportation Service | 17.6(a) |
| 5.3.12 | 17. Release of Rights to Firm Transportation Service | 17.4(a) |
| | 18. Release of Rights to LNGS Service | 18.4(a) |
| 5.3.13 | 17. Release of Rights to Firm Transportation Service | 17.5(c) |
| | 18. Release of Rights to LNGS Service | 18.5(c) |
| 5.3.14 | 17. Release of Rights to Firm Transportation Service | 17.4(c) |
| | 18. Release of Rights to LNGS Service | 18.4(b) |
| 5.3.15 | 17. Release of Rights to Firm Transportation Service | 17.5(c) |
| | 18. Release of Rights to LNGS Service | 18.5(c) |
| 5.3.16 | 17. Release of Rights to Firm Transportation Service | 17.4(c) |
| | 18. Release of Rights to LNGS Service | 18.4(b) |
| 5.3.18 | 23. Electronic Communication | 23.8 |
| 5.3.19 | 17. Release of Rights to Firm Transportation Service | 17.9 |
| | 18. Release of Rights to LNGS Service | 18.9 |
| 5.3.24 | 17. Release of Rights to Firm Transportation Service | 17.4(a) |
| | 18. Release of Rights to LNGS Service | 18.4(a) |
| 5.3.25 | 17. Release of Rights to Firm Transportation Service | 17.2(l) |
| | 18. Release of Rights to LNGS Service | 18.2(j) |
| 5.3.26 | 17. Release of Rights to Firm Transportation Service | 17.2(n), |
| | 18. Release of Rights to LNGS Service | 18.2(h), |
| 5.3.28 | 17. Release of Rights to Firm Transportation Service | 17.2(b), 17.2(d) |
| | 18. Release of Rights to LNGS Service | 18.2(b) |
| 5.3.44 | 17. Release of Rights to Firm Transportation Service | 17.16(a) |
| | 18. Release of Rights to LNGS Service | 18.15(a) |
| 5.3.45 | 17. Release of Rights to Firm Transportation Service | 17.16(a) |

| | | |
|---------|--|------------------|
| | 18. Release of Rights to LNGS Service | 18.15(a) |
| 5.3.48 | 17. Release of Rights to Firm Transportation Service | 17.16(a) |
| | 18. Release of Rights to LNGS Service | 18.15(a) |
| 5.3.49 | 17. Release of Rights to Firm Transportation Service | 17.16(a) |
| | 18. Release of Rights to LNGS Service | 18.15(a) |
| 5.3.50 | 17. Release of Rights to Firm Transportation Service | 17.2(r) |
| | 18. Release of Rights to LNGS Service | 18.2(m) |
| 5.3.51 | 17. Release of Rights to Firm Transportation Service | 17.2(f) |
| | 18. Release of Rights to LNGS Service | 18.2(e) |
| 5.3.53 | 17. Release of Rights to Firm Transportation Service | 17.16(c) |
| | 18. Release of Rights to LNGS Service | 18.15(c) |
| 5.3.54 | 17. Release of Rights to Firm Transportation Service | 17.16(c) |
| | 18. Release of Rights to LNGS Service | 18.15(c) |
| 5.3.55 | 17. Release of Rights to Firm Transportation Service | 17.16(b) |
| | 18. Release of Rights to LNGS Service | 18.15(b) |
| 5.3.56* | 17. Release of Rights to Firm Transportation Service | 17.16(b) |
| | 18. Release of Rights to LNGS Service | 18.15(b) |
| 5.3.57 | 17. Release of Rights to Firm Transportation Service | 17.16(b) |
| | 18. Release of Rights to LNGS Service | 18.15(b) |
| 5.3.58 | 17. Release of Rights to Firm Transportation Service | 17.16(b) |
| | 18. Release of Rights to LNGS Service | 18.15(b) |
| 5.3.59 | 17. Release of Rights to Firm Transportation Service | 17.7(e), 17.7(f) |
| 5.3.60 | 17. Release of Rights to Firm Transportation Service | 17.17 |
| | 18. Release of Rights to LNGS Service | 18.16 |
| 5.3.62 | 17. Release of Rights to Firm Transportation Service | 17.18(a) |
| 5.3.62a | 17. Release of Rights to Firm Transportation Service | 17.18(b) |
| 5.3.63 | 17. Release of Rights to Firm Transportation Service | 17.18(c) |
| 5.3.64 | 17. Release of Rights to Firm Transportation Service | 17.18(d) |
| 5.3.65 | 17. Release of Rights to Firm Transportation Service | 17.18(e) |
| 5.3.66 | 17. Release of Rights to Firm Transportation Service | 17.18(f) |
| 5.3.67 | 17. Release of Rights to Firm Transportation Service | 17.18(g) |
| 5.3.68 | 17. Release of Rights to Firm Transportation Service | 17.18(h) |
| 5.3.69 | 17. Release of Rights to Firm Transportation Service | 17.18(i) |

Standards Incorporated by Reference

Additional Standards:

General

Standards:

0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness

Standards:

0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

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

Data Sets:

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

Data Sets:

0.4.4*

Storage Information

Data Sets:

0.4.1*

Nominations Related Standards:

Definitions:

1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13,
1.2.18, 1.2.19

Standards:

1.3.3, 1.3.4, 1.3.6, 1.3.7, 1.3.8*, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22,
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, 1.3.32,
1.3.33*, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42,
1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.51, 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, 1.3.80, 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:

2.2.1, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.8, 2.3.9, 2.3.10, 2.3.12, 2.3.13,
2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25,
2.3.27, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.46, 2.3.48, 2.3.50, 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, 3.3.9, 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, 3.3.25, 3.3.26

Data Sets:

3.4.1*, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism 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 Related Standards:

Definitions:

5.2.1, 5.2.2

Standards:

5.3.5, 5.3.10, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.29, 5.3.31, 5.3.32, 5.3.33,
5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.46,
5.3.47, 5.3.52, 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 Transfer 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 WGQ

Standard No. Waiver or Extension of Time

Additional Standards - Storage Information:

0.4.1* Extension of Time

Flowing Gas Related Standards:

2.4.1* Extension of Time

2.4.2 Extension of Time

2.4.3* Extension of Time

2.4.6 Extension of Time

- 2.4.7 Extension of Time
- 2.4.8 Extension of Time
- 2.4.17 Extension of Time
- 2.4.18 Extension of Time

Invoicing Related Standards:

- 3.4.1* Extension of Time
- 3.4.2 Extension of Time
- 3.4.3 Extension of Time
- 3.4.4 Extension of Time

Capacity Release Related Standards:

- 5.4.17 Extension of Time
- 5.4.23 Extension of Time

44. POOLING OF GAS SUPPLIES

Any party may aggregate nominations for receipt points within Pooling Areas for delivery to confirmed transportation or other supply aggregation service pursuant to the terms and conditions of Transporter's Rate Schedule SA. Shippers who choose to receive supplies from a supply aggregator may elect to return to nominating point-to-point transportation service at the next applicable nomination deadline.

45. NON-CONFORMING AGREEMENTS

1. Johns Manville International Inc. FT-A Agreement Number 20385 dated August 15, 1997.
2. Public Service Company of North Carolina, Inc. FT-A Agreement Number 410097 dated February 11, 2003.
3. Duke Energy Progress, LLC. FT-A Agreement Number 410135 dated February 2, 2004.
4. Sequent Energy Management, L.P. FT-A Agreement Number 410205 dated May 1, 2005.
5. Piedmont Natural Gas Company. FT-A Agreement Number 410158 dated October 11, 2004.
6. Powell Clinch Utility District. FT-A Agreement Number 410210 dated September 1, 2005.
7. CNX Gas Company, LLC. FT-L Agreement Number 410260 dated October 26, 2006.
8. CNX Gas Company, LLC. FT-A Agreement Number 410344 dated May 5, 2008.
9. Loudon Utilities Gas Department. FT-A Agreement Number 410215 dated June 15, 2005.
10. Middle Tennessee Natural Gas Utility District. FT-A Agreement Number 410339 dated July 8, 2008.

46. OFF-SYSTEM PIPELINE CAPACITY

From time to time, Transporter may enter into transportation and/or storage agreements with other interstate or intrastate pipeline companies ("off-system pipeline"). In the event that Transporter acquires capacity on an off-system pipeline, Transporter will use such capacity for operational reasons and will only render service to Shippers on the acquired capacity pursuant to Transporter's FERC Gas Tariff and subject to Transporter's approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 46, the "shipper must have title" requirement is waived.

47. PENALTIES AND PENALTY CREDITING MECHANISM

47.1 [Reserved for Future Use]

47.2 Balances Remaining Upon LNGS Contract Termination

In the event that an LNGS Shipper fails to dispose of its entire Storage Balance on or before the termination date of its storage contract and Transporter retains such Storage Balance pursuant to the provisions of Section 12 of Rate Schedule LNGS, Transporter shall dispose of such remaining Storage Balance by auction pursuant to Section 48 of the General Terms and Conditions of this FERC Gas Tariff. Transporter shall credit the net proceeds received from such auction to all other Shippers holding an LNGS storage agreement ("Qualifying LNGS Shipper") based on the ratio of the total charges paid by each Qualifying LNGS Shipper for storage service to the total amount of such charges paid by all Qualifying LNGS Shippers during the Month in which the auction of the Storage Balance occurred. For the purposes of this section, the term "net proceeds" shall mean the total proceeds received from the auction less the accumulated storage charges applicable pursuant to Rate Schedule LNGS.

Any credits required by this Section 47.2 shall be made within 90 days following each anniversary of the Implementation Date.

47.3 Balances Remaining Upon PAL Contract Termination

In the event that Shipper's PAL service transaction expires or is terminated and Shipper does not eliminate the quantities of gas in Shipper's PAL account utilizing any of the options specified in Section 11 of Rate Schedule PAL, Shipper shall pay Transporter a PAL Service Charge equal to the daily PAL maximum rate, set forth on the Notice of Rates and Other Tariff Rate Changes multiplied by the quantities of gas in Shipper's PAL account (inclusive of quantities subject to Park Service and quantities subject to Loan Service) for each Day that quantities of gas remain in Shipper's PAL account, beginning on the Day after the expiration or termination and ending on the earlier of (i) the resolution of the imbalance, or (ii) the last Day of the Month in which the expiration or termination occurred. Transporter shall credit the service charge revenue received pursuant to this Section 47.3, net of costs, to all other Shippers holding a PAL service agreement ("Qualifying PAL Shipper") based on the ratio of the total charges paid by each Qualifying PAL Shipper for PAL service to the total amount of such charges paid by all Qualifying PAL Shippers during the Month in which the service charge revenues were received.

Any credits required by this Section 47.3 shall be made within 90 days following each anniversary of the Implementation Date.

47.4 Deliveries in Excess of Daily Limit

In the event that Transporter receives penalty revenue from an LMS-PA Balancing Party pursuant to Section 5 of Rate Schedule LMS-PA, such penalty revenue will be credited, net of costs, to any Balancing Party under Rate Schedule LMS-PA that did not incur penalties pursuant to Section 5 of Rate Schedule LMS-PA in the Month for which penalty revenues were received ("Non-Offending LMS-PA Balancing Party") based on the ratio of the actual quantities delivered by the Non-Offending LMS-PA Balancing Party to the actual quantities delivered by all Non-Offending LMS-PA Balancing Parties.

Any credits required by this Section 47.4 shall be made within 90 days following each anniversary of the Implementation Date.

47.5 Operational Flow Order Penalties

(a) Action Alert Penalty

If a Shipper/Balancing Party fails to comply with an Action Alert pursuant to Section 14.8 of the General Terms and Conditions of this FERC Gas Tariff, it shall be subject to an Action Alert penalty of \$0.98, plus an index price based on the arithmetic average of the High Common prices published in Gas Daily's "Daily Price Survey" for "Transco, zone 5 del." and "Tennessee, 500 Leg" for the day the violation occurred for each Dekatherm of gas by which it deviated from the requirements of the Action Alert.

(b) Balancing Alert Penalty

If a Shipper/Balancing Party fails to comply with a Balancing Alert pursuant to Section 14.8 of the General Terms and Conditions of this FERC Gas Tariff, it will be subject to a Balancing Alert Penalty of \$15.00, plus an index price based on the High Common price published in Gas Daily's "Daily Price Survey" for "Transco, zone 5 del." or "Tennessee, 500 Leg", whichever is higher, for the day the violation occurred for each Dekatherm of gas by which it deviated from the requirements of the Balancing Alert.

(c) To the extent that Action Alert Penalty or Balancing Alert Penalty revenues are collected from LMS-MA Balancing Parties and LMS-PA Balancing Parties pursuant to this Section 47.5, Transporter will maintain separate accounts for such penalty revenues and will credit those revenues, net of costs, as follows:

- (1) Penalty revenues collected pursuant to this Section 47.5 from LMS-MA Balancing Parties will be credited, net of costs, to any LMS-MA Balancing Party that did not incur a penalty pursuant to this Section 47.5 in the Month for which revenues were received ("Non-Offending LMS-MA Balancing Party"), based on the ratio of the actual quantities taken by the Non-Offending LMS-MA Balancing Party to the actual quantities taken by all Non-Offending LMS-MA Balancing Parties.
- (2) Penalty revenues collected pursuant to this Section 47.5 from LMS-PA Balancing Parties will be credited, net of costs, to any LMS-PA Balancing Party that did not incur a penalty pursuant to this Section 47.5 in the Month for which revenues were received ("Non-Offending LMS-PA Balancing Party"), based on the ratio of the actual quantities delivered by the Non-Offending LMS-PA Balancing Party to the actual quantities delivered by all Non-Offending LMS-PA Balancing Parties.

Any credits required by this Section 47.5(c) shall be made within 90 days following each anniversary of the Implementation Date.

47.6 Unauthorized Delivery Imbalance Charge

- (a) In the event that unauthorized deliveries as defined in Section 15.8 of the General Terms and Conditions of this FERC Gas Tariff are made to Transporter, Transporter shall assess a charge equal to three times the daily demand rate pursuant to Transporter's FT-A Rate Schedule per Dekatherm for any unauthorized delivery quantity, to the extent necessary to prevent the impairment of reliable service; provided, however, that the charge applicable to such quantities on any portion of Transporter's system where service is provided pursuant to Rate Schedules FT-L or IT-L shall be three times the daily demand rate pursuant to Transporter's FT-L Rate Schedule. Transporter shall have the right to retain unauthorized deliveries at Receipt Point(s) that have not been cured after 30 days notice to the responsible party.
- (b) Transporter shall dispose of any retained quantities by auction pursuant to Section 48 of the General Terms and Conditions of this FERC Gas Tariff. Transporter shall credit the net proceeds received from such auction in accordance with the provisions of Section 47.6(c) below.
- (c) To the extent that Unauthorized Delivery Imbalance Charge revenues are collected from LMS-PA Balancing Parties or Transporter disposes of retained quantities by auction, Transporter will credit penalty revenues or auction proceeds, net of costs, to any LMS-PA Balancing Party that did

not incur a penalty pursuant to this Section 47.6 in the Month for which revenues were received ("Non-Offending LMS-PA Balancing Party"), based on the ratio of the actual quantities delivered by the Non-Offending LMS-PA Balancing Party to the actual quantities delivered by all Non-Offending LMS-PA Balancing Parties.

Any credits required by this Section 47.6(c) shall be made within 90 days following each anniversary of the Implementation Date.

48. DISPOSITION OF RETAINED QUANTITIES

If Transporter desires to auction retained quantities at any time, Transporter shall post a notice of such auction on the LINK® System at least three (3) Business Days prior to the date on which bids will be accepted. Such notice shall specify the quantity of gas to be auctioned, the date on which the bids will be accepted, and the evaluation method that will be used to determine the highest bid. Transporter shall accept bids only during the time period from 7:00 A.M. CT until 11:00 A.M. CT on the day that bids are due. Prior to 4:00 P.M. CT of the same day, Transporter shall notify the Customer submitting the highest bid; provided, however, Transporter reserves the right to reject all bids. When the gas is purchased at auction, Customer must provide identification of the existing transportation service agreement with Transporter under which Customer shall nominate, transport and deliver all gas by the end of the Month following the Month in which the gas is purchased. Customer agrees to pay the applicable transportation rate and a charge equivalent to the maximum LNGS charge on the average daily balance for each Month applicable to the period beginning when the bid was accepted at auction and ending when the quantity of gas is delivered.

49. NEGOTIATED RATES

Transporter and Shipper may mutually agree on a negotiated rate or rate formula with respect to rates, rate components, charges, or credits differing from the otherwise applicable tariff rate under Rate Schedules FT-A, FT-L, FT-GS, LNGS, IT, IT-L, and/or PAL.

49.1 Definition

A negotiated rate may be less than, equal to, or greater than the maximum recourse rate and/or the minimum rate; may be a rate design other than the straight fixed-variable; and may include a minimum quantity. The recourse rates will be available to any Shipper that does not wish to negotiate a rate.

49.2 Limitations

This Section 49 does not authorize the negotiation of terms and conditions of service.

49.3 Bidding for Capacity

The cap for bidding for capacity under the right of first refusal provisions of this tariff is the maximum recourse rate.

49.4 Capacity Release

- (a) Except as expressly provided for in Sections 17 and 18 of the General Terms and Conditions, the release of capacity under a negotiated rate agreement is capped at the maximum recourse rate; provided, however, the negotiated rate Shipper will continue to be obligated to pay Transporter the difference by which the negotiated rate exceeds the rate paid by the Replacement Shipper. Transporter and a negotiated rate Shipper may agree upon payment obligations and crediting mechanisms, which vary from or are different from those set forth in Transporter's capacity release provisions.
- (b) Any potential Replacement Shipper desiring capacity on a temporary basis pursuant to Sections 17 and 18 of the General Terms and Conditions may request via the LINK® System to pay the usage and/or fuel charges pursuant to Transporter's recourse rates or pursuant to Shipper's negotiated rates. Transporter shall grant the request to pay Shipper's negotiated rates ("Request") if Transporter determines, in a not unduly discriminatory manner, that the Replacement Shipper is similarly situated to Shipper. In the event that Transporter grants the Request and the potential Replacement Shipper's bid is the winning bid, the Replacement Shipper's Request will serve as its execution of the negotiated rate agreement and Transporter's award of the bid via the

LINK® System will serve as Transporter's execution of the negotiated rate agreement for such for such negotiated rates and such agreement will be documented as set forth in Section 49.7(b) below for capacity released on a temporary basis, as applicable. If Transporter denies such Request or if the potential Replacement Shipper does not request such negotiated rates, Transporter's recourse rates shall be applicable to any capacity awarded to such potential Replacement Shipper. If Transporter denies such Request, Transporter shall notify the potential Replacement Shipper via email of the reason(s) for the denial of the Request.

49.5 Accounting Treatment

Transporter will establish a new sub-account to record the revenues received from any negotiated rate transactions and shall maintain supporting information at a level of detail that would be sufficient for Natural Gas Act Section 4 rate change filing purposes. Transporter will keep separate and identifiable each volume transported, billing determinant, rate component, surcharge, and revenue associated with a negotiated rate to permit filings in the form of Statements G, I, and J in future rate proceedings.

49.6 Filing Requirement

Transporter will file, prior to the commencement of service under a negotiated rate agreement or, for those negotiated rate agreements between Transporter and a Replacement Shipper that incorporate a negotiated rate for usage and/or fuel charges flowed through to the Replacement Shipper pursuant to Section 49.4(b) above, as soon as reasonably practicable following the award of the capacity to the Replacement Shipper pursuant to Section 17.7(j) or 18.7(e), as applicable, of these General Terms and Conditions, a Statement of Negotiated Rates reflecting the Shipper's exact legal name, rate schedule, negotiated rate, the term of the negotiated rate, quantities, points of receipt and delivery to which the negotiated rate applies, the exact formula underlying a negotiated rate for any negotiated rate agreement, and any other rate-related terms that apply to the negotiated rate. Such Statement of Negotiated Rates also affirms that actual negotiated rate agreements do not deviate in any material respect from the form of service agreements.

49.7 Documentation

- (a) With the exception of negotiated rates agreed upon pursuant to Section 49.4(b) above that are applicable to a temporary release of capacity, any negotiated rate agreed to by Transporter and Shipper pursuant to this Section 49 shall be implemented by Transporter's completion of a pro forma Statement of Negotiated Rates with the applicable negotiated rate-related provisions as described herein. Transporter shall tender such pro forma Statement of Negotiated Rates to Shipper together with a transmittal letter for counter-execution by Shipper, which transmittal letter shall have the sole purpose of

memorializing Transporter's and Shipper's mutual agreement to the rate-related provisions reflected on such attached pro forma Statement of Negotiated Rates. After execution by both Transporter and Shipper, Transporter shall file a Statement of Negotiated Rates with the Commission which shall contain rate-related provisions identical to the rate-related provisions reflected on the pro forma Statement of Negotiated Rates agreed to by Transporter and Shipper.

- (b) Upon the completion of the capacity release process set forth in Section 17 or 18, as applicable, of these General Terms and Conditions and the award of capacity on a temporary basis to Replacement Shipper(s), any negotiated rates agreed upon and executed pursuant to Section 49.4(b) above shall be documented by Transporter in a Statement of Negotiated Rates filed with the Commission and provided to the Replacement Shipper(s).

49.8 Effective Date of Negotiated Rate

Any negotiated rate agreed to pursuant to this Section 49 shall become effective only after acceptance by the Commission; prior to such date the rate applicable to any such service shall be the maximum recourse rate.

49.9 Effect of Negotiated Rate

Shipper, by agreeing to a negotiated rate, acknowledges that the otherwise generally applicable maximum recourse rate(s) shall not apply or be available to Shipper for service under the applicable service agreement during the period for which the negotiated rate is effective, notwithstanding any adjustment to such generally applicable maximum recourse rate(s) which may become effective during the period for which the negotiated rate is effective. If, at any time during the period for which the negotiated rate is effective, Transporter is collecting its effective maximum recourse rate(s) subject to refund under Section 4 of the Natural Gas Act, Transporter shall have no refund obligation to Shipper even if the final maximum recourse rate(s) are reduced to a level below the negotiated rate. Shipper's right to receive credits relating to Transporter's penalty revenue or other similar revenue, if any, applicable to service on Transporter's system shall be governed by Transporter's FERC Gas Tariff and any applicable Commission orders and/or regulations.

FORM OF SERVICE AGREEMENTS
(Index)

Description/Title

1. FT-A Firm Transportation Agreement
2. FT-L Firm Lateral Transportation Agreement
3. LNGS Liquefied Natural Gas Storage Agreement
4. IT Interruptible Transportation Agreement
5. IT-L Interruptible Lateral Transportation Agreement
6. PAL Park and Loan Agreement
7. Balancing Agreement for Use at Points of Delivery
8. Balancing Agreement for Use by Aggregators
9. Balancing Agreement for Use Under Rate Schedule LMS-PA
10. SA Supply Aggregation Service Agreement
11. Released Transportation Service Agreement
12. Released Storage Service Agreement
13. LINK[®] System Agreement

FIRM TRANSPORTATION AGREEMENT
(For Use Under Rate Schedules FT-A and FT-GS)

Date: _____, Contract No. _____

SERVICE AGREEMENT

This AGREEMENT is entered into by and between East Tennessee Natural Gas, LLC, ("Transporter") and _____ ("Shipper").

WHEREAS, [This and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

[In the event that the capacity was awarded as Interim Capacity pursuant to Section 5.8(c) of the General Terms and Conditions of Transporter's Tariff, the following language will be included as a Whereas clause in Shipper's Agreement: "The service provided to Shipper under this Agreement will utilize capacity that was acquired by Shipper as Interim Capacity pursuant to the provisions of Section 5.8(c) of the General Terms and Conditions of Transporter's Tariff."

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Transporter shall deliver and Shipper shall take and pay for service up to the Maximum Daily Transportation Quantity stated on Exhibit A attached hereto at the Receipt Point(s) and Delivery Point(s) listed on Exhibit A attached hereto pursuant to the terms of this Agreement and subject to the Rate Schedule in Transporter's Tariff indicated on Exhibit A as applicable to this agreement and subject to the General Terms and Conditions of Transporter's Tariff. Exhibit A, the applicable Rate Schedule, and the General Terms and Conditions of Transporter's Tariff are incorporated herein by reference and made a part hereof.

[IN THE EVENT THAT A PRECEDENT AGREEMENT FOR A NEW OR AN EXPANSION PROJECT CONTAINS CREDIT PROVISIONS APPLICABLE TO SHIPPER'S CAPACITY RELATED TO SUCH PROJECT, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN SHIPPER'S SERVICE AGREEMENT. "The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated _____ between Transporter and Shipper related to this Agreement."

2. This Agreement shall be effective as of _____ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission or a commencement date as defined in a precedent agreement between Shipper and Transporter] and shall remain in force and effect until and including _____ [or, when applicable, "shall continue for a term of ___ years"] ("Primary Term"); provided however, that if the Primary Term is one Year or more, then the contract shall remain in force and effect and the contract term will automatically roll-over for additional five Year increments ("Secondary Term") **[In the event that the capacity was awarded as Interim Capacity pursuant to Section 5.8(c) of the General Terms and Conditions of Transporter's Tariff, the following phrase will be included in Shipper's Agreement:** ", but in no event beyond _____," unless Shipper, one Year prior to the expiration of the Primary Term or a Secondary Term, provides written notice to Transporter of either (1) its intent to terminate the contract upon expiration of the then current term or (2) its desire to exercise its right-of-first-refusal in accord with Section 7.3 of Transporter's General Terms and Conditions. [In the event that Transporter and Shipper agree to a fixed term, the evergreen and notice of termination language shall be omitted from Shipper's Agreement.] Provided further, if the Commission or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the Commission or such other governmental body. If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Transporter's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

Shipper shall have a right-of-first-refusal pursuant to Section 7.3(b) of Transporter's General Terms and Conditions with respect to each Secondary Term under this Agreement, provided that the Agreement qualifies as a ROFR Agreement as defined in Section 1 of Transporter's General Terms and Conditions.

3. The applicable maximum rate(s) and all other applicable charges and surcharges specified in the Notice of Rates in Transporter's FERC Gas Tariff and in the Rate Schedule specified in Exhibit A shall apply to service pursuant to this Agreement except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the rates and charges applicable to service pursuant to the Rate Schedule under which this service is rendered and in any provisions of Transporter's General Terms and Conditions as they may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

4. Unless otherwise required in the Tariff, all notices shall be in writing and shall be deemed given when sent to Transporter at the address below and to Shipper at the address shown on Exhibit A or to such other address as either party shall designate or shall be transmitted via facsimile. Shipper or Transporter may change such addresses or other information by written notice to the other without the necessity of amending this Agreement.

Transporter:

5. The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the state of Tennessee, without regard to choice of law doctrine that refers to the laws of another jurisdiction.
6. As of the effective date provided above, this Agreement supersedes and cancels the Agreement(s) between Shipper and Transporter dated _____.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: _____

EAST TENNESSEE NATURAL GAS, LLC

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A, DATED _____,
 TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE _____
 BETWEEN EAST TENNESSEE NATURAL GAS, LLC ("Transporter")
 AND _____ ("Shipper"),
 DATED _____

Exhibit A Effective Date: _____

Maximum Daily
 Transportation Quantity: _____
 Proposed Commencement Date: _____

| Primary Receipt Point(s): | | | Location |
|------------------------------|-----------|-------|---------------|
| Name | Meter No. | MDRO | County, State |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| Primary Delivery Point(s): | | | Location |
|-------------------------------|-----------|-------|---------------|
| Name | Meter No. | MDDO | County, State |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

* Transporter shall not be obligated to deliver more Cubic Feet of gas to any Shipper than the quantity calculated using 1030 Dth per million Cubic Feet.

EXHIBIT A (Continued)

Notices not made via LINK® shall be made to:

Shipper (2)

Attn: _____

Invoices

Attn: _____

(This Exhibit A supersedes and cancels Exhibit A dated _____ to
the Firm Transportation Agreement dated _____.)

EAST TENNESSEE NATURAL GAS, LLC

(SHIPPER)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

FIRM TRANSPORTATION AGREEMENT
(For Use Under Rate Schedule FT-L)

Date: _____,

Contract No. _____

SERVICE AGREEMENT

This AGREEMENT is entered into by and between East Tennessee Natural Gas, LLC, ("Transporter") and _____ ("Shipper").

WHEREAS, [This and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

[In the event that the capacity was awarded as Interim Capacity pursuant to Section 5.8(c) of the General Terms and Conditions of Transporter's Tariff, the following language will be included as a Whereas clause in Shipper's Agreement: "The service provided to Shipper under this Agreement will utilize capacity that was acquired by Shipper as Interim Capacity pursuant to the provisions of Section 5.8(c) of the General Terms and Conditions of Transporter's Tariff."

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Transporter shall deliver and Shipper shall take and pay for service up to the Maximum Daily Transportation Quantity stated on Exhibit A attached hereto at the Receipt Point(s) and Delivery Point(s) listed on Exhibit A attached hereto on the Incremental Lateral stated on Exhibit A attached hereto pursuant to the terms of this Agreement and subject to Rate Schedule FT-L in Transporter's Tariff and subject to the General Terms and Conditions of Transporter's Tariff. Exhibit A, Rate Schedule FT-L, and the General Terms and Conditions of Transporter's Tariff are incorporated herein by reference and made a part hereof.

[IN THE EVENT THAT A PRECEDENT AGREEMENT FOR A NEW OR AN EXPANSION PROJECT CONTAINS CREDIT PROVISIONS APPLICABLE TO SHIPPER'S CAPACITY RELATED TO SUCH PROJECT, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN SHIPPER'S SERVICE AGREEMENT. "The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated _____ between Transporter and Shipper related to this Agreement."

2. This Agreement shall be effective as of _____ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission or a commencement date as defined in a precedent agreement between Shipper and Transporter] and shall remain in force and effect until and including _____ [or, when applicable, "shall continue for a term of ___ years"] ("Primary Term"); provided however, that if the Primary Term is one Year or more, then the contract shall remain in force and effect and the contract term will automatically roll-over for additional five Year increments ("Secondary Term") **[In the event that the capacity was awarded as Interim Capacity pursuant to Section 5.8(c) of the General Terms and Conditions of Transporter's Tariff, the following phrase will be included in Shipper's Agreement:** ", but in no event beyond _____," unless Shipper, one Year prior to the expiration of the Primary Term or a Secondary Term, provides written notice to Transporter of either (1) its intent to terminate the contract upon expiration of the then current term or (2) its desire to exercise its right-of-first-refusal in accord with Section 7.3 of Transporter's General Terms and Conditions. [In the event that Transporter and Shipper agree to a fixed term, the evergreen and notice of termination language shall be omitted from Shipper's Agreement.] Provided further, if the Commission or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the Commission or such other governmental body. If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Transporter's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

Shipper shall have a right-of-first-refusal pursuant to Section 7.3(b) of Transporter's General Terms and Conditions with respect to each Secondary Term under this Agreement,

provided that the Agreement qualifies as a ROFR Agreement as defined in Section 1 of Transporter's General Terms and Conditions.

3. The applicable maximum rate(s) and all other applicable charges and surcharges specified in the Notice of Rates in Transporter's FERC Gas Tariff and in Rate Schedule FT-L shall apply to service pursuant to this Agreement except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the rates and charges applicable to service pursuant to Rate Schedule FT-L and in any provisions of Transporter's General Terms and Conditions as they may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

4. Unless otherwise required in the Tariff, all notices shall be in writing and shall be deemed given when sent to Transporter at the address below and to Shipper at the address shown on Exhibit A or to such other address as either party shall designate or shall be transmitted via facsimile. Shipper or Transporter may change such addresses or other information by written notice to the other without the necessity of amending this Agreement.

Transporter:

5. The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the state of Tennessee, without regard to choice of law doctrine that refers to the laws of another jurisdiction.
6. As of the effective date provided above, this Agreement supersedes and cancels the Agreement(s) between Shipper and Transporter dated _____.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: _____

EAST TENNESSEE NATURAL GAS, LLC

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A, DATED _____,
 TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-L
 BETWEEN EAST TENNESSEE NATURAL GAS, LLC ("Transporter")
 AND _____ ("Shipper"),
 DATED _____

Exhibit A Effective Date: _____

Contract Number: _____
 Maximum Daily
 Transportation Quantity: _____
 Proposed Commencement Date: _____

Incremental Lateral: _____

| Primary | | | Location |
|-------------------|-----------|-------|---------------|
| Receipt Point(s): | | | County, State |
| Name | Meter No. | MDRO | |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| Primary | | | Location |
|--------------------|-----------|-------|---------------|
| Delivery Point(s): | | | County, State |
| Name | Meter No. | MDDO | |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

* Transporter shall not be obligated to deliver more Cubic Feet of gas to any Shipper than the quantity calculated using 1030 Dth per million Cubic Feet.

EXHIBIT A (Continued)

Notices not made via LINK® shall be made to:

Shipper

Attn: _____

Invoices

Attn: _____

(This Exhibit A supersedes and cancels Exhibit A dated _____ to the Firm Transportation Agreement dated _____.)

EAST TENNESSEE NATURAL GAS, LLC

BY: _____

TITLE: _____

(SHIPPER)

BY: _____

TITLE: _____

LIQUIFIED NATURAL GAS STORAGE AGREEMENT
(For Use Under Rate Schedule LNGS)

Date: _____, Contract No. _____

SERVICE AGREEMENT

This AGREEMENT is entered into by and between East Tennessee Natural Gas, LLC, ("Transporter") and _____ ("Shipper").

WHEREAS, [This and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

[In the event that the capacity was awarded as Interim Capacity pursuant to Section 5.8(c) of the General Terms and Conditions of Transporter's Tariff, the following language will be included as a Whereas clause in Shipper's Agreement: "The service provided to Shipper under this Agreement will utilize capacity that was acquired by Shipper as Interim Capacity pursuant to the provisions of Section 5.8(c) of the General Terms and Conditions of Transporter's Tariff."

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Transporter shall accept injections of gas into and permit withdrawals of gas from its liquified natural gas ("LNG") facility, up to the Maximum Daily LNGS Quantity and the Winter Season LNGS Quantity as set forth in Exhibit A attached hereto pursuant to the terms of this Agreement and subject to Rate Schedule LNGS in Transporter's Tariff and subject to the General Terms and Conditions of Transporter's Tariff. Exhibit A, Rate Schedule LNGS, and the General Terms and Conditions of Transporter's Tariff are incorporated herein by reference and made a part hereof.

[IN THE EVENT THAT A PRECEDENT AGREEMENT FOR A NEW OR AN EXPANSION PROJECT CONTAINS CREDIT PROVISIONS APPLICABLE TO SHIPPER'S CAPACITY RELATED TO SUCH PROJECT, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN SHIPPER'S SERVICE AGREEMENT. "The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated _____ between Transporter and Shipper related to this Agreement."

2. This Agreement shall be effective as of _____ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission or a commencement date as defined in a precedent agreement between Shipper and Transporter] and shall remain in force and effect until and including _____ [or, when applicable, "shall continue for a term of ___ years"] ("Primary Term"); provided however, that if the Primary Term is one Year or more, then the contract shall remain in force and effect and the contract term will automatically roll-over for additional five Year increments ("Secondary Term") **[In the event that the capacity was awarded as Interim Capacity pursuant to Section 5.8(c) of the General Terms and Conditions of Transporter's Tariff, the following phrase will be included in Shipper's Agreement:** ", but in no event beyond _____, " unless Shipper, one Year prior to the expiration of the Primary Term or a Secondary Term, provides written notice to Transporter of either (1) its intent to terminate the contract upon expiration of the then current term or (2) its desire to exercise its right-of-first-refusal in accord with Section 7.3 of Transporter's General Terms and Conditions. [In the event that Transporter and Shipper agree to a fixed term, the evergreen and notice of termination language shall be omitted from Shipper's Agreement.] Provided further, if the Commission or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the Commission or such other governmental body. If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Transporter's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

Shipper shall have a right-of-first-refusal pursuant to Section 7.3(b) of Transporter's General Terms and Conditions with respect to each Secondary Term under this Agreement,

provided that the Agreement qualifies as a ROFR Agreement as defined in Section 1 of Transporter's General Terms and Conditions.

3. The applicable maximum rate(s) and all other applicable charges and surcharges specified in the Notice of Rates in Transporter's FERC Gas Tariff and in Rate Schedule LNGS shall apply to service pursuant to this Agreement except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the rates and charges applicable to service pursuant to Rate Schedule LNGS and in any provisions of Transporter's General Terms and Conditions as they may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

4. Unless otherwise required in the Tariff, all notices shall be in writing and shall be deemed given when sent to Transporter at the address below and to Shipper at the address shown on Exhibit A or to such other address as either party shall designate or shall be transmitted via facsimile. Shipper or Transporter may change such addresses or other information by written notice to the other without the necessity of amending this Agreement.

Transporter:

5. The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the state of Tennessee, without regard to choice of law doctrine that refers to the laws of another jurisdiction.
6. As of the effective date provided above, this Agreement supersedes and cancels the Agreement(s) between Shipper and Transporter dated _____.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: _____

EAST TENNESSEE NATURAL GAS, LLC

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE LNGS
BETWEEN EAST TENNESSEE NATURAL GAS, LLC ("Transporter")
AND _____ ("Shipper"),
DATED _____

Effective Date: _____

Maximum Daily LNGS Quantity: _____*

Winter Season LNGS Quantity: _____*

Notices not made via LINK® shall be made to:

Transporter
East Tennessee Natural Gas
P.O. Box 1642
Houston, TX 77251-1642

Shipper

Attn: _____

Invoices

Attn: _____

* Transporter shall not be obligated to deliver more Cubic Feet of gas to any Shipper than the quantity calculated using 1030 Dth per million Cubic Feet.

EXHIBIT A (Continued)

This Exhibit A supersedes and cancels Exhibit A dated _____ to the
LNGS Agreement dated _____ between Transporter and Shipper.

EAST TENNESSEE NATURAL GAS, LLC

By _____

(Title)

(Shipper)

(Title)

Date _____

INTERRUPTIBLE TRANSPORTATION AGREEMENT
(For Use Under Rate Schedule IT)

Date: _____, Contract No. _____

SERVICE AGREEMENT

This AGREEMENT is entered into by and between East Tennessee Natural Gas, LLC, ("Transporter") and _____ ("Shipper").

WHEREAS, [This and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Transporter shall deliver and Shipper shall take and pay for service pursuant to the terms of this Agreement and subject to Rate Schedule IT in Transporter's Tariff and subject to the General Terms and Conditions of Transporter's Tariff. Rate Schedule IT and the General Terms and Conditions of Transporter's Tariff are incorporated herein by reference and made a part hereof.

[IN THE EVENT THAT A PRECEDENT AGREEMENT FOR A NEW OR AN EXPANSION PROJECT CONTAINS CREDIT PROVISIONS APPLICABLE TO SHIPPER'S CAPACITY RELATED TO SUCH PROJECT, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN SHIPPER'S SERVICE AGREEMENT. "The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated _____ between Transporter and Shipper related to this Agreement."

2. Maximum Interruptible Quantity ("MIQ") _____ Dth per Day
3. This Agreement shall be effective on the date of its execution, specified above, and shall remain in force and effect on a month to month basis. Either party may elect to terminate this Agreement by giving thirty (30) days' prior written notice to the other Party of such termination to be effective on the Termination Date. If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Transporter's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
4. The applicable maximum rate(s) and all other applicable charges and surcharges specified in the Notice of Rates in Transporter's FERC Gas Tariff and in Rate Schedule IT shall apply to service pursuant to this Agreement except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the rates and charges applicable to service pursuant to Rate Schedule IT and in any provisions of Transporter's General Terms and Conditions as they may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be deemed given when sent to Transporter and to Shipper at the addresses below or to such other address as either party shall designate or shall be transmitted via facsimile. Shipper or Transporter may change such addresses or other information by written notice to the other without the necessity of amending this Agreement.

Transporter:

Shipper:

6. The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the state of Tennessee, without regard to choice of law doctrine that refers to the laws of another jurisdiction.
7. As of the effective date provided above, this Agreement supersedes and cancels the Agreement(s) between Shipper and Transporter dated _____.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: _____

EAST TENNESSEE NATURAL GAS, LLC

By: _____

By: _____

Title: _____

Title: _____

INTERRUPTIBLE LATERAL TRANSPORTATION AGREEMENT
(For Use Under Rate Schedule IT-L)

Date: _____,

Contract No. _____

SERVICE AGREEMENT

This AGREEMENT is entered into by and between East Tennessee Natural Gas, LLC, ("Transporter") and _____ ("Shipper").

WHEREAS, [This and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Transporter shall deliver and Shipper shall take and pay for service on the _____ Lateral (hereinafter referred to as "the applicable Incremental Lateral") pursuant to the terms of this Agreement and subject to Rate Schedule IT-L in Transporter's Tariff and subject to the General Terms and Conditions of Transporter's Tariff. Rate Schedule IT-L and the General Terms and Conditions of Transporter's Tariff are incorporated herein by reference and made a part hereof.

[IN THE EVENT THAT A PRECEDENT AGREEMENT FOR A NEW OR AN EXPANSION PROJECT CONTAINS CREDIT PROVISIONS APPLICABLE TO SHIPPER'S CAPACITY RELATED TO SUCH PROJECT, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN SHIPPER'S SERVICE AGREEMENT. "The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated _____ between Transporter and Shipper related to this Agreement."]

2. Maximum Interruptible Quantity ("MIQ") _____ Dth per Day
3. This Agreement shall be effective on the date of its execution, specified above, and shall remain in force and effect on a month to month basis. Either party may elect to terminate this Agreement by giving thirty (30) days' prior written notice to the other Party of such termination to be effective on the Termination Date. If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Transporter's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
4. The applicable maximum rate(s) and all other applicable charges and surcharges specified in the Notice of Rates in Transporter's FERC Gas Tariff and in Rate Schedule IT-L shall apply to service pursuant to this Agreement except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the rates and charges applicable to service pursuant to Rate Schedule IT-L and in any provisions of Transporter's General Terms and Conditions as they may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be deemed given when sent to Transporter and to Shipper at the addresses below or to such other address as either party shall designate or shall be transmitted via facsimile. Shipper or Transporter may change such addresses or other information by written notice to the other without the necessity of amending this Agreement.

Transporter:

Shipper:

6. The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the state of Tennessee, without regard to choice of law doctrine that refers to the laws of another jurisdiction.

7. As of the effective date provided above, this Agreement supersedes and cancels the Agreement(s) between Shipper and Transporter dated _____.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: _____

EAST TENNESSEE NATURAL GAS, LLC

By: _____

By: _____

Title: _____

Title: _____

PARK AND LOAN AGREEMENT
(For Use Under Rate Schedule PAL)

Date: _____,

Contract No. _____

SERVICE AGREEMENT

This AGREEMENT is entered into by and between East Tennessee Natural Gas, LLC, ("Transporter") and _____ ("Shipper").

WHEREAS, [This and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Transporter and Shipper related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Transporter shall deliver and Shipper shall take and pay for service pursuant to the terms of this Agreement and subject to Rate Schedule PAL in Transporter's Tariff and subject to the General Terms and Conditions of Transporter's Tariff. Rate Schedule PAL and the General Terms and Conditions of Transporter's Tariff are incorporated herein by reference and made a part hereof.
2. Shipper shall initiate a request for each park or loan service transaction by executing and delivering to Transporter one or more Exhibit(s) A, which will set forth the specific details of each park and loan transaction including the Maximum Park Quantity and Maximum Loan Quantity, as appropriate, and the PAL Point(s) of Transaction. Upon execution by Transporter, Shipper's Exhibit(s) A shall be incorporated in and made a part hereof.
3. This Agreement shall be effective as of _____ and shall remain in force and effect until and including _____ ("Primary Term"), and shall continue to be effective from _____ to _____ thereafter, unless terminated by either party by written notice _____ prior to the end of the primary term or any successive term thereafter. Any portions of this Agreement necessary to correct or resolve a Park Balance or a Loan Balance under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
4. The applicable maximum rate(s) and all other applicable charges and surcharges specified in the Notice of Rates in Transporter's FERC Gas Tariff and in Rate Schedule PAL shall apply to service pursuant to this Agreement except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the rates and charges applicable to service pursuant to Rate Schedule PAL and in any provisions of Transporter's General Terms and Conditions as they may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be deemed given when sent to Transporter and to Shipper at the addresses below or to such other address as either party shall designate or shall be transmitted via facsimile. Shipper or Transporter may change such addresses or other information by written notice to the other without the necessity of amending this Agreement.

Transporter:

Shipper:

6. The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the state of Tennessee, without regard to choice of law doctrine that refers to the laws of another jurisdiction.

7. As of the effective date provided above, this Agreement supersedes and cancels the Agreement(s) between Shipper and Transporter dated _____.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: _____

EAST TENNESSEE NATURAL GAS, LLC

By: _____

By: _____

Title: _____

Title: _____

EAST TENNESSEE NATURAL GAS, LLC
PARK AND LOAN (PAL) AGREEMENT
DATED _____

EXHIBIT A-__ DATED _____

Exhibit A-__ Effective Date: _____

PIPELINE: East Tennessee Natural Gas, LLC
5400 Westheimer Court
Houston, Texas 77056-5310

Attention: Spectra Energy Transmission Marketing Department

CUSTOMER: _____

| Commencement of Service Date | Termination of Service Date | Maximum Park/Loan Quantity | Specific Points |
|------------------------------------|-----------------------------------|----------------------------------|--------------------|
| ----- | ----- | ----- | ----- |
| Park Service | | | |
| _____ | _____ | _____ | _____ |
| Loan Service | | | |
| _____ | _____ | _____ | _____ |

EAST TENNESSEE NATURAL GAS, LLC

By _____

[NAME OF BUYER]

By _____

BALANCING AGREEMENT

(For Use at Points of Delivery)

This Agreement is dated _____, _____ by and between East Tennessee Natural Gas, LLC, a Tennessee limited liability company, hereinafter referred to as "Transporter" and _____, a _____ Corporation, hereinafter referred to as "Balancing Party". Transporter and Balancing Party shall be referred to collectively herein as "Parties".

W I T N E S S E T H:

WHEREAS, Transporter transports natural gas to the delivery point(s) specified in Exhibit "A" attached hereto ("Delivery Points") and Balancing Party receives such gas from Transporter;

WHEREAS, the gas actually received at the Delivery Point(s) is at times different than the quantities scheduled to be transported by Transporter to those points;

WHEREAS, Transporter and Balancing Party desire to aggregate all quantities delivered at all of the Delivery Points for balancing purposes and to allocate the transportation of natural gas to Delivery Point(s) based upon Scheduled Quantities and to allocate any difference between such Scheduled Quantities and actual deliveries at the Delivery Point(s) (Operational Imbalance) to this Agreement;

WHEREAS, Transporter and Balancing Party desire to correct the Operational Imbalances in subsequent periods in accordance with the provisions of Rate Schedule LMS-MA of Transporter's FERC Gas Tariff, unless the Parties mutually agree otherwise;

WHEREAS, Transporter and Balancing Party desire to implement operating rules designed to encourage conduct that maintains Transporter's system balance in a manner that facilitates the movement of gas for transportation purposes.

[These and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Transporter and Balancing Party related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

NOW, THEREFORE, Transporter and Balancing Party covenant and agree as follows:

ARTICLE I

DEFINITIONS

The definitions found in Section 1 of Transporter's General Terms and Conditions are incorporated herein by reference.

ARTICLE II

NOMINATIONS AND CONFIRMATIONS

- 2.1 Confirmation of Nominations - Prior to the beginning of the Month in which service is to commence, Balancing Party shall confirm the quantities nominated to be transported by Transporter at the Delivery Point(s) commencing on the first Day of the Month following the Confirmation. The quantities confirmed through this process shall become the "Scheduled Quantities". Any modification to such Scheduled Quantities shall be re-confirmed by Transporter and Balancing Party prior to the commencement of the revised service. Transporter shall notify Balancing Party of any problems regarding the scheduling of gas in accordance with Confirmation hereunder within one Business Day after such Confirmation, unless mutually agreed to otherwise. Balancing Party shall notify Transporter of any errors in the quantity scheduled pursuant to its Confirmations within one Business Day of receipt of such information from Transporter. If Balancing Party fails to confirm the quantities to be transported at any Delivery Point(s) in accordance with the above, and such failure continues for two Business Days or more, whether or not such Days are consecutive, after 24 hour written notice to Balancing Party by Transporter for each occurrence of Balancing Party's failure to confirm, then the affected Delivery Points shall be deleted from Exhibit A upon written notice from Transporter at the end of that calendar month.
- 2.2 Allocations Based on Scheduled Quantities - The Parties intend that the quantity actually delivered at the Delivery Point(s) will be equal to the Scheduled Quantities. Balancing Party shall use all reasonable efforts to ensure that the quantities actually delivered at the Delivery Point(s) are equal to the Scheduled Quantities. Unless prohibited by applicable law or regulation, all transportation services by Transporter shall be allocated each Day based upon the Scheduled Quantities or by such other methods as may be mutually agreed to by both Parties.
- 2.3 Allocation of Variances - The difference on any Day between the Scheduled Quantities and the actual quantity delivered at the Delivery Point(s) shall be the Daily Variance and shall be allocated to this Agreement. The difference between the sum of the Scheduled Quantities during a calendar month and the total actual quantity delivered at the Delivery Point(s) during the calendar month shall be the Monthly Operational Imbalance. Any Monthly Operational Imbalances will be resolved in accordance with Article III.
- 2.4 Deliveries in Excess of Daily Limit - On any Day which Balancing Party takes gas in excess of the daily variance tolerance for the delivery point as established in an Operational Flow Order issued pursuant to Transporter's General Terms and Conditions, the Balancing Party shall be subject to an Action Alert Penalty or a Balancing Alert Penalty, as applicable, for all such excess volumes in accord with Section 14.9 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

- 2.5 Reports on Actual Deliveries - Should Transporter not have the ability to monitor actual deliveries at any Delivery Point on a daily basis, Balancing Party shall provide to Transporter the best available information compiled on a daily basis on the actual deliveries at such Delivery Point(s) within two Business Days after the date of delivery. Nothing in this section will require Balancing Party to install metering devices where none currently exist.

ARTICLE III

CORRECTION OF OPERATIONAL IMBALANCES

- 3.1 Corrections in Flow Rates During a Day - Balancing Party will be able to request adjustments to actual deliveries at its Delivery Points at any time during the Gas Day by coordinating with Transporter's gas dispatchers. Transporter will use reasonable efforts to accommodate those changed quantities when the operating conditions on Transporter's system permits, taking into consideration the nominations made by firm customers on Transporter's system.
- 3.2 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Transporter for purposes of adjustments under this section on a daily basis during the production month to determine the estimated Operational Imbalance at all of the Delivery Point(s). Transporter shall make the estimated Daily Variances and Monthly Operational Imbalance at each Delivery Point available to Balancing Party on or before the third Business Day after each Gas Day. Adjustments in nominations and actual deliveries will be made by Balancing Party during the production month to adequately control imbalance levels. If Balancing Party fails to take such corrective action, Transporter may, upon 48 hours' notice, adjust the Scheduled Quantities and actual deliveries during the remainder of the production month to adequately control imbalance levels. Any such adjustments will be incorporated in the daily nominations confirmed between Transporter and Balancing Party.
- 3.3 Corrections in Subsequent Periods - As soon as practicable following the close of each Month, Transporter will send Balancing Party a statement setting forth the Monthly Operational Imbalance existing at the end of the prior Month. Any Monthly Operational Imbalance shall be corrected in accordance with the provisions of Section 7 of Rate Schedule LMS-MA of Transporter's FERC Gas Tariff, unless the Parties mutually agree otherwise.
- 3.4 Measurement of Operational Imbalance - Measurement of gas for all purposes shall be in accordance with Transporter's FERC Gas Tariff.
- 3.5 Operational Integrity - Nothing in this Article III shall limit Transporter's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions that threaten the integrity of its system.

ARTICLE IV

TERM

- 4.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force from _____ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission or a commencement date as defined in a precedent agreement between Balancing Party and Transporter] and shall continue thereafter on a month-to-month basis unless canceled by either Party upon thirty days' prior written notice with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice, with the termination to be effective at the end of a calendar month.
- 4.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS-MA of Transporter's FERC Gas Tariff, unless the Parties mutually agree otherwise; provided, however, that Transporter has notified Balancing Party of such imbalance no later than twelve months after the termination of this Agreement.
- 4.3 This Agreement will terminate automatically upon written notice from Transporter in the event that Balancing Party fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE V

IMBALANCE CHARGES

- 5.1 Current Charges - Commencing upon the date of execution, the rates, charges, and surcharges to be paid by Balancing Party to Transporter shall be in accordance with Transporter's Rate Schedule LMS-MA and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 5.2 Incidental Charges - Balancing Party agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Balancing Party, which Transporter incurs in rendering service hereunder.
- 5.3 Changes in Rates and Charges - Balancing Party agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule LMS-MA, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper

may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VI

MISCELLANEOUS

- 6.1 Warranties - Balancing Party warrants (i) that as to any gas which it delivers or causes to be delivered to Transporter hereunder to correct an Operational Imbalance that it will have good title to such gas, free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all deliveries from the Delivery Points in accordance with this Agreement; and (iv) that it will indemnify and save Transporter harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party represents and warrants to Transporter that all requisite authorizations, if any, have been obtained as to any gas which Balancing Party delivers or causes to be delivered hereunder.
- 6.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state or other government agency having jurisdiction over the transactions described herein.
- THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 6.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.
- 6.4 Billings and Payments - Transporter shall bill and Balancing Party shall pay for the correction of Operational Imbalances in cash in accordance with Section 16 of the General Terms and Conditions specified in Transporter's FERC Gas Tariff.
- 6.5 Incorporation of Tariff - Unless otherwise stated herein, the General Terms and Conditions specified in Transporter's FERC Gas Tariff are incorporated as part of this Agreement.
- 6.6 Notices - Except as otherwise expressly provided in this Agreement or the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the Party's address shown on Exhibit A hereto or such other address as either party may designate by written notice to the other.

(With regard to operational matters, Balancing Party shall have the right to designate different personnel or locations to receive notices from Transporter for different periods of the week.)

- 6.7 Conflicts - If there is any conflict or discrepancy between this Agreement and any other Agreement between Transporter and Balancing Party with regard to allocations of deliveries at Delivery Points, the terms of this Agreement shall govern and control.
- 6.8 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Balancing Party has submitted a request for change via LINK® and Balancing Party has been notified via LINK® of Transporter's agreement to such change.

The Parties' signatures below will evidence their agreement to this Balancing Agreement.

TRANSPORTER:

East Tennessee Natural Gas, LLC

BY: _____

BALANCING PARTY: _____

BY: _____

TITLE: _____

BALANCING AGREEMENT
(For Use at Points of Delivery)

EXHIBIT A DATED _____
TO THE BALANCING AGREEMENT
DATED _____, BETWEEN
_____ (Balancing Party) AND
EAST TENNESSEE NATURAL GAS, LLC (TRANSPORTER)

Exhibit A Effective Date: _____

Delivery Point

Notices not made via LINK® shall be made to:

Transporter

East Tennessee Natural Gas, LLC
P. O. Box 1642
Houston, Texas 77251-1642

Shipper

Notices

Billings

With regard to operational matters, Balancing Party shall have the right to designate different personnel or locations to receive notices from Transporter for different periods of the week.

EAST TENNESSEE NATURAL GAS, LLC

BY: _____

TITLE: _____

(Balancing Party)

BY: _____

TITLE: _____

(This Exhibit A supersedes and cancels Exhibit A dated _____ to
the Operational Balancing Agreement dated _____.)

BALANCING AGREEMENT
(For Use by Aggregator at Points of Delivery)

This Agreement is made, entered into and effective as of this ___ day of _____, _____, by and between East Tennessee Natural Gas, LLC, a Tennessee limited liability company (hereinafter referred to as "Transporter"), and _____, a _____ Corporation hereinafter referred to as "Balancing Party". Transporter and Balancing Party shall be referred to collectively herein as "Parties."

WITNESSETH:

WHEREAS, Transporter transports natural gas to the delivery point(s) specified in Exhibit "A" attached hereto (Delivery Points);

WHEREAS, the gas actually received at the Delivery Point(s) is at times different than the quantities scheduled to be transported by Transporter to those points;

WHEREAS, Transporter and Balancing Party desire to aggregate all quantities delivered at all of the Delivery Points for balancing purposes and to allocate the transportation of natural gas from the Delivery Point(s) based upon Scheduled Quantities and to allocate any difference between such Scheduled Quantities and actual deliveries at the Delivery Point(s) (Operational Imbalance) to this Agreement;

WHEREAS, Transporter and Balancing Party desire to correct the Operational Imbalances in subsequent periods in accordance with the provisions of Rate Schedule LMS-MA of Transporter's FERC Gas Tariff, unless the Parties mutually agree otherwise;

WHEREAS, Transporter and Balancing Party desire to implement operating rules designed to encourage conduct that maintains Transporter's system balances in a manner that facilitates the movement of gas for transportation purposes;

WHEREAS, Balancing Party has all requisite legal authority to perform balancing and scheduling at the delivery points on Exhibit A attached;

[These and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Transporter and Balancing Party related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

NOW, THEREFORE, Transporter and Balancing Party covenant and agree as follows:

ARTICLE I
DEFINITIONS

The definitions found in Section 1 of Transporter's General Terms and Conditions are incorporated herein by reference.

ARTICLE II
NOMINATIONS AND CONFIRMATIONS

- 2.1 Confirmation of Nominations - Prior to the beginning of the Month in which service is to commence, Transporter and Balancing Party shall confirm or cause to be confirmed the quantities nominated to be transported by Transporter to the Delivery Point(s) commencing on the first Day of the Month following the Confirmation. The quantities confirmed through this process shall become the "Scheduled Quantities". Balancing Party shall reconfirm any modification to such Confirmations or cause such modification to be re-confirmed prior to the commencement of the revised service. Transporter shall notify Balancing Party or Balancing Party's designee of any problem(s) regarding the scheduling of gas in accordance with Confirmations made hereunder within one Business Day after such Confirmation, unless mutually agreed to otherwise. Balancing Party shall notify Transporter or cause Transporter to be notified of any errors in the quantities scheduled pursuant to its Confirmation within one Business Day of receipt of such information from Transporter. If Balancing Party fails to confirm the quantities to be transported to any Delivery Point(s) in accordance with the above, and such failure continues for two Business Days or more (whether or not such Days are consecutive) after 24-hour written notice to the Balancing Party by Transporter for each occurrence of Balancing Party's failure to confirm, then the affected Delivery Points shall be deleted from Exhibit A upon written notice from Transporter at the end of that calendar month.
- 2.2 Allocation Based on Scheduled Quantities - The Parties intend that the quantity actually delivered at Delivery Point(s) will equal the Scheduled Quantities. Balancing Party shall use all reasonable efforts to ensure that the quantities actually delivered at the Delivery Point(s) are equal to the Scheduled Quantities. Unless prohibited by applicable law or regulation, all transportation services by Transporter shall be allocated each Day based upon the Scheduled Quantities or by such other methods as may be mutually agreed to by both Parties.
- 2.3 Allocations of Variances - The difference on any Day between the Scheduled Quantities set forth in Section 2.1 above and the actual quantity delivered at the Delivery Point(s) shall be the Daily Variance and shall be allocated to this Agreement. The difference between the sum of the Scheduled Quantities during a calendar month and the total actual quantity delivered at the Delivery Point(s) during the calendar month shall be the Monthly Operational Imbalance. Any Monthly Operational Imbalances will be corrected in accordance with Article III.
- 2.4 Deliveries in Excess of Daily Limit - Balancing Party may not take gas in excess of the adjusted daily variance tolerance applicable to the Delivery Point(s) as specified in an Operational Flow Order issued pursuant to Section 14 of the General Terms and Conditions. Any such takes will be treated as unauthorized overruns and shall be subject to

an Action Alert Penalty or a Balancing Alert Penalty, as applicable, in accord with Section 14.9 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

- 2.5 Reports on Actual Deliveries - Should Transporter not have the ability to monitor actual deliveries at the Delivery point on a daily basis, Balancing Party shall provide to Transporter the best available information compiled on a daily basis on the actual deliveries at such Delivery Point(s) within two Business Days after the date of delivery. Nothing in this section will require Balancing Party to install metering devices where none currently exist.

ARTICLE III
CORRECTION OF OPERATIONAL IMBALANCES

- 3.1 Corrections in Flow Rates During a Day - Balancing Party will be able to request adjustments to actual deliveries at its Delivery Points or cause such requests to be made at any time during the Gas Day by coordinating with Transporter's gas dispatchers. Balancing Party will notify Transporter or cause Transporter to be notified of any such adjustments. Transporter will use reasonable efforts to deliver those changed quantities when the operating conditions on Transporter's system permit, taking into consideration the nominations made by firm customers on Transporter's system.
- 3.2 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Transporter for purposes of adjustments under this Article III on a daily basis during the production month to determine the estimated Monthly Operational Imbalance at all of the Delivery Point(s). Transporter shall make the estimated Daily Variance and Monthly Operational Imbalance at each Delivery Point available to Balancing Party on or before the third Business Day after each Gas Day. Balancing Party shall make or cause to be made adjustments in nominations and actual deliveries during the production month to adequately control imbalance levels. If the Balancing Party fails to take such corrective action, or fails to cause such corrective action to be taken, Transporter may, upon forty-eight (48) hours' notice, adjust the Scheduled Quantities and actual deliveries during the remainder of the production month to adequately control imbalance levels. Any such adjustments will be incorporated in the daily nominations confirmed pursuant to this Agreement.
- 3.3 Corrections in Subsequent Periods - As soon as practicable following the close of each Month, Transporter will send Balancing Party a statement setting forth the Operational Imbalance existing at the end of the prior Month. Any Monthly Operational Imbalance shall be corrected in accordance with the provisions of Section 7 of Rate Schedule LMS-MA of Transporter's FERC Gas Tariff unless the Parties mutually agree otherwise.
- 3.4 Measurement of Operational Imbalance - Measurement of gas for all purposes shall be in accordance with Transporter's FERC Gas Tariff.
- 3.5 Operational Integrity - Nothing in this Article III shall limit Transporter's right to take action as may be required to adjust

deliveries of gas in order to alleviate conditions which threaten the integrity of its system.

ARTICLE IV
TERM

- 4.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force from _____ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission or a commencement date as defined in a precedent agreement between Balancing Party and Transporter] and shall continue thereafter on a month-to-month basis unless canceled by either Party upon thirty days' prior written notice with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice, with the termination to be effective at the end of a calendar month.
- 4.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS-MA of Transporter's FERC Gas Tariff, unless the parties mutually agree otherwise; provided, however, that Transporter has notified Balancing Party of such imbalance no later than twelve months after the termination of this Agreement.
- 4.3 This Agreement will terminate automatically upon written notice from Transporter in the event that Balancing Party fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE V
IMBALANCE CHARGES

- 5.1 Current Charges - Commencing upon the date of execution, the rates, charges, and surcharges to be paid by Balancing Party to Transporter shall be in accordance with Transporter's Rate Schedule LMS-MA and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 5.2 Incidental Charges - Balancing Party agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Balancing Party, which Transporter incurs in rendering service hereunder.
- 5.3 Changes in Rates and Charges - Balancing Party agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule LMS-MA,

(b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VI
MISCELLANEOUS

- 6.1 Warranties - Balancing Party warrants, (i) that as to any gas which it delivers or causes to be delivered to Transporter hereunder to correct an Operational Imbalance that it will have good title to such gas, free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all deliveries from the Delivery Points in accordance with this Agreement; and (iv) that it will indemnify and save Transporter harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party represents and warrants to Transporter that all requisite authorizations, if any, have been obtained as to any gas that Balancing Party delivers or causes to be delivered hereunder.
- 6.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state or other government agency having jurisdiction over the transactions described herein.
- THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 6.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 6.4 Incorporation of Tariff - This Agreement is subject to all terms, conditions, and charges under Rate Schedule LMS-MA as such schedule may be modified or superseded from time to time. Unless otherwise stated herein, the General Terms and Conditions specified in Transporter's FERC Gas Tariff are incorporated as part of this Agreement. Transporter shall have the unilateral right to file and make effective changes to its tariff affecting this Agreement.
- 6.5 Notices - Except as otherwise expressly provided in this Agreement or the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the Party's address shown on Exhibit A hereto or such other address as either party may designate by written notice to the other.

(With regard to operational matters, Balancing Party shall have the right to designate different personnel or locations to receive notices from Transporter for different periods of the week.)

- 6.6 Conflicts - If there is any conflict or discrepancy between this Agreement and any other Agreement between Transporter and Balancing Party with regard to allocations of deliveries at Delivery Points, the terms of this Agreement shall govern and control.
- 6.7 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Balancing Party has submitted a request for change via LINK® and Balancing Party has been notified via LINK® of Transporter's agreement to such change.

The Parties' signatures below will evidence their agreement to this Balancing Agreement.

EAST TENNESSEE NATURAL GAS, LLC

BY: _____

BALANCING PARTY

BY: _____

TITLE: _____

BALANCING AGREEMENT
(For Use by Aggregator at Points of Delivery)

EXHIBIT A DATED _____
TO THE BALANCING AGREEMENT
DATED _____, BETWEEN

(Balancing Party) AND
EAST TENNESSEE NATURAL GAS, LLC (TRANSPORTER)

Exhibit A Effective Date: _____

| Delivery Point | Balancing Party |
|----------------|-----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Notices not made via LINK® shall be made to:

| Transporter | Shipper |
|--|----------|
| East Tennessee Natural Gas, LLC P. O. Box 1642 Houston, Texas 77251-1642 | _____ |
| | _____ |
| | _____ |
| | Notices |
| | _____ |
| | _____ |
| | _____ |
| | Billings |

With regard to operational matters, Balancing Party shall have the right to designate different personnel or locations to receive notices from Transporter for different periods of the week.

EAST TENNESSEE NATURAL GAS, LLC
BY: _____
TITLE: _____
(Balancing Party)

BY: _____
TITLE: _____

(This Exhibit A supersedes and cancels Exhibit A dated _____ to the Operational Balancing Agreement dated _____.)

BALANCING AGREEMENT
(For Use Under Rate Schedule LMS-PA)

THIS Agreement is made, entered into and effective as of this ____ day of _____, _____, by and between East Tennessee Natural Gas, LLC, a Tennessee limited liability company hereinafter referred to as "Transporter", and _____, a _____ corporation, hereinafter referred to as "Balancing Party". Transporter and Balancing Party shall be referred to herein collectively as "Parties".

WITNESSETH:

WHEREAS, Transporter receives gas for transportation at the receipt point(s) specified in Exhibit A attached hereto ("Receipt Point(s)"); and

WHEREAS, the gas actually delivered at the Receipt Point(s) is at times different than the quantities scheduled to be transported by Transporter from those points;

WHEREAS, Transporter and Balancing Party desire to allocate the transportation of natural gas from the Receipt Point(s) based upon Scheduled Quantities and to allocate any difference between such Scheduled Quantities and actual deliveries at the Receipt Point(s) (Operational Imbalance) to this Agreement;

WHEREAS, Transporter and Balancing Party desire to resolve Operational Imbalance in subsequent periods in accordance with the provisions of Rate Schedule LMS-PA;

[These and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Transporter and Balancing Party related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

NOW, THEREFORE, Transporter and Balancing Party covenant and agree as follows:

ARTICLE I - DEFINITIONS

The definitions found in Section 1 of Transporter's General Terms and Conditions are incorporated herein by reference.

ARTICLE II - NOMINATIONS AND CONFIRMATIONS

2.1 Confirmation of Nominations - Prior to the beginning of each Month this Agreement is in effect, Balancing Party shall confirm or cause to be confirmed the quantities nominated to be delivered by Balancing Party or for Balancing Party's account to Transporter at the Receipt Point(s) commencing on the first Day of the Month following the Confirmation. Balancing Party shall reconfirm any modification to such Confirmations or cause such modification to be reconfirmed prior to the commencement of the revised service. Transporter shall notify

Balancing Party or Balancing Party's designee of any problem(s) regarding the scheduling of gas in accordance with Confirmations made hereunder within one Business Day after each daily Confirmation and within four Business Days after the end of each calendar month for an aggregate of all Confirmations for a calendar month, unless mutually agreed to otherwise. Balancing Party shall notify Transporter or cause Transporter to be notified of any errors in the quantity scheduled pursuant to its Confirmation within one Business Day of receipt of such information from Transporter. If Balancing Party fails to confirm the quantities to be transported and/or purchased at any Receipt Point(s) in accordance with the above, and such failure continues for seven Business Days or more within the calendar month (whether or not such Days are consecutive) after 24-hour written notice to the Balancing Party by Transporter for each occurrence of Balancing Party's failure to confirm, then the affected points shall be deleted from Exhibit A upon written notice from Transporter at the end of that calendar month.

- 2.2 Allocations Based on Scheduled Quantities - The Parties intend that the quantity actually delivered at the Receipt Point(s) will equal the Scheduled Quantities. Balancing Party shall use all reasonable efforts to ensure that the quantities actually delivered at the Receipt Point(s) are equal to the Scheduled Quantities. Unless prohibited by applicable law or regulation, all transportation services by Transporter shall be allocated each Day in accordance with Rate Schedule LMS-PA of Transporter's FERC Gas Tariff, or by such other methods as may be mutually agreed to by both Parties.
- 2.3 Allocation of Variances - The difference on any Day between the Scheduled Quantities at all Receipt Points and the total actual quantity delivered at all Receipt Point(s) shall be the Daily Variance and shall be allocated to this Agreement. The difference between the sum of the Scheduled Quantities during a Month and the total actual quantity delivered at the Receipt Point(s), shall be the Monthly Operational Imbalance. Any Monthly Operational Imbalances will be corrected in accordance with Article III.
- 2.4 Reports on Actual Receipts - Should Transporter not have the ability to monitor actual deliveries at any Receipt Point(s) on a daily basis, Balancing Party shall provide to Transporter the best available information compiled on a daily basis on the actual deliveries at such Receipt Point(s) within two Business Days after the Gas Day. Furthermore, the Balancing Party shall provide or have provided to Transporter, meter statements within four (4) Business Days after the close of a calendar month at any Receipt Point(s) where Transporter does not operate the meter; provided that if Balancing Party provides flow charts within four Business Days of each Gas Day during the Month, Transporter will integrate such charts for Balancing Party at no cost, with the Balancing Party retaining the right to examine the integration of such charts within one year. If Balancing Party does not provide or have such information of meter statements at any Receipt Point(s), provided to Transporter, or such information contains significant inaccuracies as reasonably determined by Transporter, and such conditions continue for fifteen Days or more (whether or not such Days are consecutive) after the first notice to

the Balancing Party, then all affected Receipt Points shall be deleted from this Agreement upon written notice from Transporter at the end of that calendar month.

- 2.5 Deliveries in Excess of Daily Limit - Balancing Party may not deliver gas in excess of the OFO daily variance tolerance applicable to the Receipt Point(s) as specified in an Operational Flow Order issued pursuant to Transporter's General Terms and Conditions. Any such deliveries will be treated as unauthorized overruns and will be subject to an Action Alert Penalty or a Balancing Alert Penalty, as applicable, in accordance with Section 5 of Rate Schedule LMS-PA of Transporter's FERC Gas Tariff.

ARTICLE III - CORRECTION OF OPERATIONAL IMBALANCES

- 3.1 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, shall be used by Transporter for purposes of adjustments under this section on a daily basis during the calendar month to determine the estimated Monthly Operational Imbalance at all of the Receipt Point(s). Transporter shall make the estimated Daily Variances and Monthly Operational Imbalance available to Balancing Party by the end of the third Business Day after each Gas Day. Transporter may make or Balancing Party may make or cause to be made adjustments in nominations and actual deliveries, upon 24 hours notice by making imbalance make up nominations pursuant to this Agreement and in accordance with the applicable provisions of Transporter's FERC Gas Tariff. Any adjustments will offset pre-existing imbalances accrued during that Month.
- 3.2 Corrections in Subsequent Periods - As soon as practicable following the close of each Month, Transporter will send Balancing Party a statement setting forth the Monthly Operational Imbalance existing at the end of the prior Month. Any Monthly Operational Imbalance shall be resolved in accordance with the provisions of Section 7 of Rate Schedule LMS-PA of Transporter's FERC Gas Tariff.
- 3.3 Measurement of Operational Imbalance - Measurement of gas for all purposes shall be in accordance with Transporter's FERC Gas Tariff.
- 3.4 Mutual Assistance Provision - In recognition that Balancing Party has a significant amount of control over the flow of gas onto Transporter's system and can assist in alleviating balancing problems or remedying supply deficiencies, upon mutual agreement, Balancing Party will increase or decrease flows independent from nominations. This agreement is subordinate to Balancing Party's contractual obligations (as well as subject to operational constraints placed on the producers behind the point by geological or equipment conditions). In any Month such assistance is provided to Transporter, Transporter will waive all daily variance charges amassed by Balancing Party in the Month during periods when an OFO is not in effect. The agreement to provide mutual assistance also is subordinate to the rights of the Balancing Party to operate its properties in a manner that in the Balancing Party's sole judgement constitutes prudent and efficient operation. Any daily variance resulting from a Balancing Party's assistance pursuant to this

Section 3.4 shall not be considered in the calculation of such Balancing Party's Monthly Operational Imbalance.

- 3.5 Operational Integrity - Nothing in this Article III shall limit Transporter's right to take action as may be required to adjust receipts of gas in order to alleviate conditions that threaten the integrity of its system.

ARTICLE IV - CHARGES

- 4.1 Current Charges - Commencing upon the date of execution, the rates, charges, and surcharges to be paid by the Balancing Party to Transporter for the service provided herein shall be in accordance with Transporter's Rate Schedule LMS-PA and the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 4.2 Incidental Charges - Balancing Party agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Balancing Party, that Transporter incurs in rendering service hereunder.
- 4.3 Changes in Rates and Charges - Balancing Party agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule LMS-PA, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Balancing Party may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE V - TERM

- 5.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force and effect from _____ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission or a commencement date as defined in a precedent agreement between Balancing Party and Transporter] and shall continue thereafter on a month-to-month basis unless terminated by either Party giving thirty days' prior written notice, with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty eight (48) hours' prior written notice with the termination to be effective at the end of a calendar month.

- 5.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be resolved in cash in accordance with Rate Schedule LMS-PA of Transporter's FERC Gas Tariff, unless the parties mutually agree otherwise; provided, however, that Transporter has notified Balancing Party of such imbalance no later than twelve months after the termination of this Agreement.
- 5.3 This Agreement will terminate automatically upon written notice from Transporter in the event that Balancing Party fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VI - MISCELLANEOUS

- 6.1 Warranties - Balancing Party warrants (i) that as to any gas that it delivers or causes to be delivered to Transporter hereunder to correct an Operational Imbalance that such gas will be free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; and (iii) that it will indemnify and save Transporter harmless from suits, actions, debts, accounts, damages, costs, to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Balancing Party will pay, or cause to be paid, all royalties, overriding royalties, taxes or other charges due on the gas delivered to Transporter and will file all necessary reports on such deliveries. Balancing Party will act as Transporter's agent in paying the necessary charges and filing the necessary reports. Balancing Party represents and warrants to Transporter that all requisite authorizations, if any, have been obtained as to any gas that Balancing Party delivers or causes to be delivered hereunder. Balancing Party or Balancing Party's designee agrees to take the necessary corrective action requested by Transporter in accordance with this Agreement. If the Balancing Party or Balancing Party's designee fails to take such corrective action, then this Agreement shall terminate upon written notice from Transporter at the end of the calendar month. Transporter may act, and shall be fully protected in acting, in reliance upon any and all acts performed by Balancing Party to nominate, confirm and deliver gas hereunder and to allocate deliveries on behalf of any Producers covered by this Balancing Agreement as though they were done or executed by the Producers.
- 6.2 Governing Bodies - This Agreement shall be subject to all applicable laws, federal or state, and to all applicable rules and regulations of any duly authorized federal, state or other government agency having jurisdiction.
- THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 6.3 Waivers - No waiver by either Party of any one or more defaults by the other in the performance of this Agreement shall operate or be

construed as a waiver of any future default or defaults, whether of a like or of different character.

- 6.4 Billings and Payments - Transporter shall bill and Balancing Party shall pay for the resolution of Operational Imbalances in cash in accordance with Section 16 of Transporter's General Terms and Conditions.
- 6.5 Incorporation of Tariff - Unless otherwise stated herein, the General Terms and Conditions specified in Transporter's FERC Gas Tariff are incorporated as part of this Agreement.
- 6.6 Notices - Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER:

NOTICES: East Tennessee Natural Gas, LLC
P. O. Box 1642
Houston, TX 77251-1642

BILLINGS: East Tennessee Natural Gas, LLC
P. O. Box 1642
Houston, TX 77251-1642

Attn: Revenue Billing

BALANCING PARTY:

NOTICES:

BILLINGS:

(With regard to operational matters, Balancing Party shall have the right to designate different personnel or locations to receive notices from Transporter for different periods of the week.)

- 6.7 Receipt Points - Subject to the provisions of Transporter's FERC Gas Tariff and the other provisions of this Agreement, Balancing Party may add or delete Receipt Points to Exhibit A at its sole option, subject to one day prior written notice to Transporter. However, if a Receipt Point is deleted pursuant to Section 2.1, it may not be added to Exhibit A without Transporter's written consent.
- 6.8 Conflicts - If there is any conflict or discrepancy between this Agreement and any other Agreement between Transporter and Balancing Party with regard to allocations of deliveries at Receipt Points, the terms of this Agreement shall govern and control.

6.9 Unless otherwise expressly provided in this Agreement or Transporter's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Balancing Party has submitted a request for change via LINK® and Balancing Party has been notified via LINK® of Transporter's agreement to such change.

In witness whereof, the Parties have caused this agreement to be duly executed as of the date hereinabove written.

EAST TENNESSEE NATURAL GAS, LLC

BY: _____

TITLE: _____

(Balancing Party)

BY: _____

TITLE: _____

BALANCING AGREEMENT
(For Use Pursuant to Rate Schedule LMS-PA)

EXHIBIT A DATED _____
TO THE BALANCING AGREEMENT
Dated _____, BETWEEN
_____ (Balancing Party) AND
EAST TENNESSEE NATURAL GAS, LLC (Transporter)

Exhibit A Effective Date: _____

Receipt Point(s)

Meter Nos.

EAST TENNESSEE NATURAL GAS, LLC

BY: _____

TITLE: _____

(Balancing Party)

BY: _____

TITLE: _____

(This Exhibit A supersedes and cancels Exhibit A dated _____ to
the Operational Balancing Agreement dated _____.)

Exhibit B

TPP Amendment

The individual facilities owned/operated by Transporter and by Third Party Provider ("TPP") interconnect at _____ (the "TPP Receipt Point") and TPP has entered into agreements with its customers providing for delivery of gas by TPP at the TPP Receipt Point.

TPP further desires to provide for the delivery of gas at the TPP Receipt Point for its customers who have elected or may elect the Storage Delivery Option ("SDO") on Transporter's system pursuant to Section 6.4 of Transporter's LMS-MA Rate Schedule. In recognition of this desire, TPP and Transporter further agree as follows:

1. Flow Control - The TPP Receipt Point is subject to flow control (which may be owned by either TPP or Transporter) and TPP has the ability to verify changes in flow by real time validation to Transporter through electric telemetry equipment.
2. Confirmation of Balancing Parties - During each Gas Day that SDO is used by TPP's customers, TPP shall confirm with Transporter, either through Transporter's LINK® System, Web site or via fax, the identities of the Balancing Parties using TPP to provide the gas volumes as part of SDO pursuant to Section 6.4 of Transporter's LMS-MA Rate Schedule.
3. Confirmation of Nominations - In addition to the provisions of Article II of the Balancing Agreement, each Day that SDO is being used, the TPP and Transporter shall reconcile and confirm, via LINK® or fax, the quantities of gas scheduled for receipt by Transporter at the TPP Receipt Point through SDO on a prospective basis as well as the quantities of gas allocated to the TPP Receipt Point through SDO on a retroactive basis. Two (2) Business Days after actual flow, Transporter shall provide to TPP, via LINK® or fax, its best available data as to the quantities allocated to the TPP Receipt Point under SDO. Any changes to the quantities shall be effective only if agreed to by TPP and Transporter. Such communication shall be substantially in the form mutually agreeable to TPP and Transporter.
4. Duration of Amendment - This TPP Amendment shall be in full force and effect from this date of _____ and shall remain in full force and effect on a month-to-month basis unless terminated upon thirty (30) days written notice by either TPP or Transporter.
5. Force Majeure - In the event that Transporter declares force majeure in accordance with Section 24 of the General Terms and Conditions of Transporter's Tariff, Transporter's obligations hereunder shall be suspended in accordance with such Section 24 until the end of the force majeure event. In the event that TPP

declares force majeure in accordance with Section 24 of the General Terms and Conditions of Transporter's Tariff, Transporter shall suspend SDO utilizing the TPP Receipt Point(s) until the force majeure event has ended.

6. Termination of SDO to Balancing Party - Nothing herein shall prevent TPP from electing to terminate Balancing Party's use of the TPP to provide SDO as contemplated in this TPP Amendment, provided that TPP provide Transporter with one day's prior notice of such election.

Transporter:

East Tennessee Natural Gas, LLC

By: _____

Title: _____

Third Party Provider:

By: _____

Title: _____

SUPPLY AGGREGATION SERVICE AGREEMENT
(For Use Under Rate Schedule SA)

Date: _____,

Contract No. _____

SERVICE AGREEMENT

This AGREEMENT is entered into by and between East Tennessee Natural Gas, LLC, ("Transporter") and _____ ("Aggregator").

WHEREAS, [This and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Transporter and Aggregator related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Transporter shall deliver and Aggregator shall take and pay for service pursuant to the terms of this Agreement and subject to Rate Schedule SA in Transporter's Tariff and subject to the General Terms and Conditions of Transporter's Tariff. Rate Schedule SA, an Exhibit A, if executed, and the General Terms and Conditions of Transporter's Tariff are incorporated herein by reference and made a part hereof.
2. This Agreement shall be effective as of _____ and shall remain in force and effect on a month to month basis thereafter unless this contract is terminated as hereinafter provided. This contract may be terminated by either Transporter or Aggregator upon 30 days prior written notice to the other. Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Aggregator of such imbalance no later than twelve months after the termination of this Agreement. Transporter may, in its sole discretion, suspend or terminate this Agreement in the event Aggregator fails to comply with any of the provisions of this Agreement or with any of the terms and conditions of Transporter's FERC Gas Tariff. Transporter shall give Aggregator 30 days prior notice of Aggregator's failure to so comply. If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at Transporter's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
3. Aggregator agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the rates, charges, and provisions applicable to service pursuant to Rate Schedule SA and in any provisions of Transporter's General Terms and Conditions as they may be revised or replaced from time to time. Without prejudice to Aggregator's right to contest such changes, Aggregator agrees to pay the effective rates and charges for service rendered pursuant to this Agreement. Transporter agrees that Aggregator may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.
4. Unless otherwise required in the Tariff, all notices shall be in writing and shall be deemed given when sent to Transporter and to Aggregator at the addresses below or to such other address as either party shall designate or shall be transmitted via facsimile. Aggregator or Transporter may change such addresses or other information by written notice to the other without the necessity of amending this Agreement.

Transporter:

Aggregator:

5. The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the state of Tennessee, without regard to choice of law doctrine that refers to the laws of another jurisdiction.

6. As of the effective date provided above, this Agreement supersedes and cancels the Agreement(s) between Aggregator and Transporter dated _____.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

AGGREGATOR: _____

EAST TENNESSEE NATURAL GAS, LLC

By: _____

By: _____

Title: _____

Title: _____

Reserved for Future Use

FORM OF RELEASED TRANSPORTATION SERVICE AGREEMENT
(Applicable to firm transportation rights released pursuant to
Section 17 of Transporter's General Terms and Conditions.)

THIS Contract is made and entered into this ____ day of _____ by and between EAST TENNESSEE NATURAL GAS, LLC, a Tennessee limited liability company, hereinafter called "Transporter" and _____, a _____ corporation, hereinafter variously called "Bidder" or "Replacement Shipper." Transporter and Bidder shall be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Transporter owns and operates an interstate natural gas transmission system and provides transportation, storage, and related services for third party Shippers on such system;

WHEREAS, Transporter's FERC Gas Tariff on file with the Federal Energy Regulatory Commission permits Shippers under Transporter's Rate Schedules FT-A and FT-L to release some or all of their transportation rights under the terms and conditions prescribed in Transporter's FERC Gas Tariff;

WHEREAS, Bidder desires to submit bids for transportation rights released by one or more firm Shippers and Transporter's FERC Gas Tariff requires Bidder to enter into this Released Transportation Service Contract as a pre-condition to the submission of any such Bids; and

WHEREAS, Transporter is willing to enter into this Agreement with Bidder and provide transportation service to Bidder as a Replacement Shipper to the extent it obtains released transportation rights;

NOW THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the Parties agree as follows:

ARTICLE I - DEFINITIONS

The definitions found in Section 1 of Transporter's General Terms and Conditions are incorporated herein by reference.

ARTICLE II - RELEASED TRANSPORTATION RIGHTS

In the event transportation rights are released to Bidder, Transporter shall prepare and submit to Bidder an Exhibit "R-1" setting forth the Maximum Daily Transportation Quantity of the released transportation service ("Release Quantity"), applicable receipt and delivery points, the Maximum Daily Receipt Obligation and Maximum Daily Delivery Obligation, the rates to be paid for service using released rights, the name of the Rate Schedule governing such released transportation rights ("Governing Rate Schedule") and any special terms and conditions applicable to the release, including conditions of curtailment or recall. If Replacement Shipper subsequently obtains additional released transportation rights pursuant to the terms and conditions of Transporter's FERC Gas Tariff, an additional exhibit (designated sequentially as Exhibit R-2, Exhibit R-3, etc.) shall be added to this Agreement for each such award of transportation rights. Each such Exhibit shall be added to this Agreement without any requirement of

execution by Replacement Shipper and, upon such addition, shall be incorporated in and be considered a part of this Agreement.

ARTICLE III - GOVERNING TERMS AND CONDITIONS

- 3.1 This Agreement shall be subject to, governed by, and shall incorporate the applicable provisions of Transporter's FERC Gas Tariff, including, without limitation, Section 17 of the General Terms and Conditions thereof, the Governing Rate Schedule, and the special terms and conditions stated in each Exhibit hereto with respect to the released transportation rights described in such Exhibit. Subject to the terms, conditions, and limitations of this Agreement and Transporter's FERC Gas Tariff, Replacement Shipper shall be deemed a Shipper for purposes of the Governing Rate Schedule and the applicable provisions of Transporter's FERC Gas Tariff and shall be subject to all obligations thereof.
- 3.2 Transporter expressly reserves all rights granted to it by any Governing Rate Schedule and the applicable provisions of its FERC Gas Tariff to file with the Commission and place into effect unilaterally such changes as Transporter deems necessary or desirable from time to time in the rates, charges, terms, and conditions applicable to service under the Tariff or Governing Rate Schedule, in order to assure Transporter just and reasonable rates, charges, and terms and conditions of service. In the event of a conflict between the provisions of this Agreement and Transporter's Rate Schedule FT-A or FT-L, as applicable, the provisions of Transporter's Rate Schedule FT-A or FT-L, as applicable, shall govern. In the event of a conflict between the provisions of this Agreement and Transporter's General Terms and Conditions, the provisions of Transporter's General Terms and Conditions shall govern.

ARTICLE IV - TERM

This Agreement shall become effective on the date first written above and shall remain in force and effect until terminated by either Party upon thirty days prior written notice to the other party; provided however, no such termination may take effect during the term of any release of transportation rights to Replacement Shipper hereunder.

ARTICLE V - SUCCESSORS AND ASSIGNS

- 5.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument that it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.
- 5.2 Any person or entity that shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE VI - REGULATION

6.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules, and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Article IV herein, then the Termination Date shall nevertheless be the abandonment date so authorized.

ARTICLE VII - REPLACEMENT SHIPPER'S INDEMNIFICATION

Replacement Shipper recognizes that its rights to transportation service hereunder are solely those rights released by Releasing Shippers. The Replacement Shipper agrees that it will indemnify Transporter against any claim or suit of any kind by any Releasing Shipper, its successor or assigns arising from any action taken by Transporter in reliance upon the nominations, scheduling instructions or other communications from Replacement Shipper or its agents. Replacement Shipper further agrees that it will hold Transporter harmless for any action taken by Transporter in reliance upon the nominations, scheduling instructions or other communications of the Releasing Shipper or its agents. Replacement Shipper further recognizes and agrees that Transporter shall have no obligation to honor any nomination or scheduling request from Replacement Shipper or its agents that in Transporter's sole opinion conflicts with communications or instructions received by Transporter from the Releasing Shipper (or its agents) which is the source of the released transportation rights sought to be utilized by Replacement Shipper hereunder.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- 8.1 No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 8.2 The headings of the articles of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.
- 8.3 THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO CHOICE OF LAW DOCTRINE THAT REFERS TO THE LAWS OF ANOTHER JURISDICTION.
- 8.4 This Agreement, including all provisions expressly incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior

agreements, representations, and understandings, written or oral, pertaining thereto. Except as otherwise provided herein, any modifications, amendments or changes to this Agreement shall be binding upon the parties only if agreed upon in a written instrument executed by both Parties which expressly refers to this Agreement.

- 8.5 Except for changes specifically authorized pursuant to this Agreement, no modification of or supplement to the terms and conditions hereof shall be or become effective until Shipper has submitted a request for change via LINK® and Shipper has been notified through via LINK® of Transporter's agreement to such change.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

EAST TENNESSEE NATURAL GAS, LLC
(Transporter)

BY _____

TITLE: _____

(Replacement Shipper)

BY _____

TITLE: _____

Date: _____

EXHIBIT R-1
to the
Released Transportation Service Agreement
between East Tennessee Natural Gas, LLC (Transporter)
and _____ (Replacement Shipper)
dated _____

Governing Rate Schedule: _____

Release Quantity: _____ Bid Rate: _____

Term: _____

Releasing Shipper: _____

Commencement Date: _____ Expiration Date: _____

| Primary Receipt Points | Meter Nos. | Maximum Daily Receipt Obligation |
|------------------------|------------|-------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

| Primary Delivery Points | Meter Nos. | Maximum Daily Delivery Obligation |
|-------------------------|------------|--------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Date: _____

EXHIBIT R-1
to the
Released Transportation Service Agreement
between East Tennessee Natural Gas, LLC (Transporter)
and _____ (Replacement Shipper)
dated _____

Additional Conditions of
Release: _____

- _____
- _____
- _____

Notices not made via LINK® shall be made to:

East Tennessee Natural Gas, LLC
P.O. Box 1642
Houston, TX 77251-1642

Replacement Shipper:

Releasing Shipper:

FORM OF RELEASED STORAGE SERVICE AGREEMENT
(Applicable to firm storage rights
released pursuant to Section 18 of Transporter's
General Terms and Conditions.)

THIS Contract is made and entered into this ____ day of _____ by and between EAST TENNESSEE NATURAL GAS, LLC, a Tennessee limited liability company, hereinafter called "Transporter" and _____, a _____ corporation, hereinafter variously called "Bidder" or "Replacement Shipper." Transporter and Bidder shall be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Transporter owns and operates an interstate natural gas transmission system and provides transportation, storage, and related services for third party Shippers on such system;

WHEREAS, Transporter's FERC Gas Tariff on file with the Federal Energy Regulatory Commission permits Shippers under Transporter's Rate Schedule LNGS to release some or all of their storage rights under the terms and conditions prescribed in Transporter's FERC Gas Tariff;

WHEREAS, Bidder desires to submit bids for storage rights released by one or more firm Shippers and Transporter's FERC Gas Tariff requires Bidder to enter into this Released Storage Service Contract as a pre-condition to the submission of any such Bids; and

WHEREAS, Transporter is willing to enter into this Agreement with Bidder and provide storage service to Bidder as a Replacement Shipper to the extent it obtains released storage rights;

NOW THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the Parties agree as follows:

ARTICLE I - DEFINITIONS

The definitions found in Section 1 of Transporter's General Terms and Conditions are incorporated herein by reference.

ARTICLE II - RELEASED STORAGE RIGHTS

In the event storage rights are released to Bidder, Transporter shall prepare and submit to Bidder an Exhibit R-1 setting forth the Maximum Daily LNGS Quantity and the Winter Season LNGS Quantity for the released storage service ("Release Quantities"), the rates to be paid for service using released rights, and any special terms and conditions applicable to the release. If Replacement Shipper subsequently obtains additional released storage rights pursuant to the terms and conditions of Transporter's FERC Gas Tariff, an additional exhibit (designated sequentially as Exhibit R-2, Exhibit R-3, etc.) shall be added to this Agreement for each such award of storage rights. Each such Exhibit shall be added to this Agreement without any requirement of execution by Replacement Shipper and, upon such addition, shall be incorporated in and be considered a part of this Agreement.

ARTICLE III - GOVERNING TERMS AND CONDITIONS

- 3.1 This Agreement shall be subject to, governed by, and shall incorporate the applicable provisions of Transporter's FERC Gas Tariff, including, without limitation, Section 18 of the General Terms and Conditions thereof, and the special terms and conditions stated in each Exhibit hereto with respect to the released storage rights described in such Exhibit. Subject to the terms, conditions, and limitations of this Agreement and Transporter's FERC Gas Tariff, Replacement Shipper shall be deemed a Shipper for purposes of Transporter's LNGS Rate Schedule and the applicable provisions of Transporter's FERC Gas Tariff and shall be subject to all obligations thereof.
- 3.2 Transporter expressly reserves all rights granted to it by its LNGS Rate Schedule and the applicable provisions of its FERC Gas Tariff to file with the Commission and place into effect unilaterally such changes as Transporter deems necessary or desirable from time to time in the rates, charges, terms, and conditions applicable to service under the Tariff or LNGS Rate Schedule, in order to assure Transporter just and reasonable rates, charges, and terms and conditions of service. In the event of a conflict between the provisions of this Agreement and Transporter's LNGS Rate Schedule, the provisions of Transporter's LNGS Rate Schedule shall govern. In the event of a conflict between the provisions of this Agreement and Transporter's General Terms and Conditions, the provisions of Transporter's General Terms and Conditions shall govern.

ARTICLE IV - TERM

This Agreement shall become effective on the date first written above and shall remain in force and effect until terminated by either Party upon thirty days prior written notice to the other party; provided however, no such termination may take effect during the term of any release of storage rights to Replacement Shipper hereunder.

ARTICLE V - SUCCESSORS AND ASSIGNS

- 5.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument that it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.
- 5.2 Any person or entity that shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement

ARTICLE VI - REGULATION

This Agreement shall be subject to all applicable governmental statutes, orders, rules, and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon

terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Article IV herein, then the Termination Date shall nevertheless be the abandonment date so authorized.

ARTICLE VII - REPLACEMENT SHIPPER'S INDEMNIFICATION

Replacement Shipper recognizes that its rights to storage service hereunder are solely those rights released by Releasing Shippers. The Replacement Shipper agrees that it will indemnify Transporter against any claim or suit of any kind by any Releasing Shipper, its successor or assigns arising from any action taken by Transporter in reliance upon the nominations, scheduling instructions or other communications from Replacement Shipper or its agents. Replacement Shipper further agrees that it will hold Transporter harmless for any action taken by Transporter in reliance upon the nominations, scheduling instructions or other communications of the Releasing Shipper or its agents. Replacement Shipper further recognizes and agrees that Transporter shall have no obligation to honor any nomination or scheduling request from Replacement Shipper or its agents that in Transporter's sole opinion conflicts with communications or instructions received by Transporter from the Releasing Shipper (or its agents) which is the source of the released storage rights sought to be utilized by Replacement Shipper hereunder.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- 8.1 No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 8.2 The headings of the Articles of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.
- 8.3 THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO CHOICE OF LAW DOCTRINE THAT REFERS TO THE LAWS OF ANOTHER JURISDICTION.
- 8.4 This Agreement, including all provisions expressly incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter thereof and supersedes all prior agreements, representations, and understandings, written or oral, pertaining thereto. Except as otherwise provided herein, any modifications, amendments or changes to this Agreement shall be binding upon the parties only if agreed upon in a written instrument executed by both Parties which expressly refers to this Agreement.

8.5 Except for changes specifically authorized pursuant to this Agreement, no modification of or supplement to the terms and conditions hereof shall be or become effective until Shipper has submitted a request for change via LINK® and Shipper has been notified via LINK® of Transporter's agreement to such change.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

EAST TENNESSEE NATURAL GAS, LLC
(Transporter)

BY _____

TITLE: _____

(Replacement Shipper)

BY _____

TITLE: _____

Date: _____

EXHIBIT R-1
to the
Released Storage Service Agreement between
East Tennessee Natural Gas, LLC (Transporter) and
_____ (Replacement Shipper)
dated _____

Maximum Daily LNGS
Release Quantity: _____ Bid Rate _____

Winter Season LNGS Release Quantity: _____

Term: _____

Releasing
Shipper: _____

Commencement Date: _____ Expiration Date: _____

Date: _____

EXHIBIT R-1
to the
Released Storage Service Agreement between
East Tennessee Natural Gas, LLC (Transporter) and
_____ (Replacement Shipper)
dated _____

Additional Conditions of
Release: _____

- _____
- _____
- _____

Notices not made via LINK® shall be made to:

East Tennessee Natural Gas, LLC
P.O. Box 1642
Houston, TX 77251-1642

Replacement Shipper:

Releasing Shipper:

SERVICE AGREEMENT
FOR THE LINK® SYSTEM

This LINK® System Agreement, executed this _____ day of _____, _____, by and between _____, (Service Requester Proprietary Number _____) (hereafter referred to as "LINK® System Subscriber"), and ALGONQUIN GAS TRANSMISSION, LLC; BIG SANDY PIPELINE, LLC; BOBCAT GAS STORAGE; EAST TENNESSEE NATURAL GAS, LLC; EGAN HUB STORAGE, LLC; MOSS BLUFF HUB, LLC; OZARK GAS TRANSMISSION, L.L.C.; SALTVILLE GAS STORAGE COMPANY L.L.C.; and TEXAS EASTERN TRANSMISSION, LP (whether one or more, hereafter referred to as "Pipeline"), witnesseth that for and in consideration of the mutual covenants and provisions herein contained and subject to all of the terms, provisions and conditions herein set forth, LINK® System Subscriber and Pipeline do hereby agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- a. Pipeline shall make available for use by LINK® System Subscriber Pipeline's computerized electronic communication system, the LINK® Customer Interface System ("LINK® System"), to perform such functions as may be available on the LINK® System from time to time.
- b. Use of the LINK® System is subject to Pipeline's General Terms and Conditions or Statement of General Terms and Standard Operating Conditions, as applicable, as well as the provisions of any Rate Schedule, Contract and/or Service Agreement of the FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable, of the Pipeline with whom the LINK® System Subscriber is interacting to carry out the LINK® System transactions, as set forth in said Pipeline's currently effective FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable, as effective from time to time, and which are hereby incorporated by reference.
- c. LINK® System Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and to make changes effective in (a) the rates and charges applicable to service pursuant to this LINK® System Agreement; and (b) any provision of Pipeline's FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable, related to this LINK® System Agreement. Pipeline agrees that LINK® System Subscriber may protest or contest the aforementioned filings, and LINK® System Subscriber does not waive any rights it may have with respect to such filings.

ARTICLE II
TERM

The term of this LINK® System Agreement shall commence on the date of execution hereof and shall continue in full force and effect on a month to month basis until terminated by Pipeline or LINK® System Subscriber, within thirty days prior written notice of such termination.

ARTICLE III
ADDRESSES

Except as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff or Pipeline's Statement of General Terms and Standard Operating Conditions, as applicable, any notice, request, demand, statement, bill or payment pursuant to this LINK® System Agreement shall be in writing and shall be considered as duly delivered when received on-line via the LINK® System, or when received as registered, certified, or regular mail at the address of the parties hereto, as the case may be, as follows:

(a) Pipeline: Spectra Energy Transmission
Attn: LINK® Services, Room WO 3I-32
5400 Westheimer Court
P.O. Box 1642
Houston, TX 77251-1642

(b) LINK® System Subscriber:

[The address LINK® System Subscriber shall designate by submitting the on-line Contact Information as discussed in the Electronic Communications section of the General Terms and Conditions of the relevant Pipeline's FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable.]

ARTICLE IV INTERPRETATION

The interpretation and performance of this LINK® System Agreement shall be in accordance with the laws of the State of Texas without recourse to the law governing conflicts of law.

This LINK® System Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter hereof, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE V AGREEMENTS BEING SUPERSEDED

When this LINK® System Agreement becomes effective, it shall supersede any LINK® System Agreements between the parties hereto with an earlier execution date.

IN WITNESS WHEREOF, the parties hereto have caused this LINK® System Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

ALGONQUIN GAS TRANSMISSION, LLC
BIG SANDY PIPELINE, LLC
BOBCAT GAS STORAGE
EAST TENNESSEE NATURAL GAS, LLC
EGAN HUB STORAGE, LLC
MOSS BLUFF HUB, LLC
OZARK GAS TRANSMISSION, L.L.C.
SALTVILLE GAS STORAGE COMPANY L.L.C.

TEXAS EASTERN TRANSMISSION, LP
by its General Partner
Spectra Energy Transmission Services, LLC

By: _____

Title: _____

Signature

LINK® System Subscriber

By: _____

Title: _____

Signature

Index

Tariff Fourth Revised Volume No. 1

Part 1 Table of Contents

Part 2 Preliminary Statement

Part 3 System Map

Part 4 Statements of Rates

1. Notice of Rates and Other Tariff Rate Changes

2. Reserved for Future Use

Part 5 Rate Schedules

1. FT-A Firm Transportation Service

2. FT-L Firm Lateral Transportation Service

3. FT-GS Firm Transportation Service

4. LNGS Liquefied Natural Gas Storage Service

5. IT Interruptible Transportation Service

6. IT-L Interruptible Lateral Transportation Service

7. PAL Park and Loan Service

8. LMS-MA Market Area Load Management Service

9. LMS-PA Pooling Area Load Management Service

10. SA Supply Aggregation Service

Part 6 General Terms and Conditions

1. Definition of Terms

2. Quality

3. Measurement

4. Measurement Equipment

5. Contracting for Service

6. Credit Requirements

7. Termination of Agreements

8. Assignments

9. Reservation Charge Crediting for Firm Transportation Service

10. Reservation Charge Crediting for LNGS Service

11-13. Reserved for Future Use

14. Operational Flow Orders

**East Tennessee Natural Gas, LLC
Fourth Revised Volume No. 1
Tariff**

- 15. Scheduling of Receipts and Deliveries**
- 16. Invoicing and Payment**
- 17. Release of Rights to Firm Transportation Service**
- 18. Release of Rights to LNGS Service**
- 19. Segmentation**
- 20. Possession of Gas**
- 21. Pressures and Availability of Delivery Points**
- 22. Warranties**
- 23. Electronic Communication**
- 24. Excuse of Performance and Remedies**
- 25. Transportation Cost Rate Adjustment**
- 26. Notices**
- 27. Modification**
- 28. Nonwaiver and Future Default**
- 29. Applicable Regulations**
- 30. Operating Information and Estimates**
- 31. Code Compliance**
- 32. War and National Defense**
- 33. Gas Research Institute Rate Adjustment**
- 34. FERC Annual Charge Adjustment**
- 35. Information and Communications Regarding Service**
- 36. Construction of Facilities**
- 37. Reserved for Future Use**
- 38. Incorporation in Rate Schedules and Service Agreements**
- 39. Operational Purchases and Sales**
- 40. Permitted Sharing of Non-public Information**
- 41. Discounting Policy**
- 42. Periodic Reports**
- 43. North American Energy Standards Board Standards**
- 44. Pooling of Gas Supplies**
- 45. Non-conforming Agreements**
- 46. Off-system Pipeline Capacity**
- 47. Penalties and Penalty Crediting Mechanism**
- 48. Disposition of Retained Quantities**
- 49. Negotiated Rates**
- Part 7 Form of Service Agreements**

**East Tennessee Natural Gas, LLC
Fourth Revised Volume No. 1
Tariff**

- 1. FT-A and FT-GS Firm Transportation Agreement**
 - 1.1 Exhibit A to the FT-A and FT-GS Agreement**
- 2. FT-L Firm Lateral Transportation Agreement**
 - 2.1 Exhibit A to the FT-L Agreement**
- 3. LNGS Liquefied Natural Gas Storage Agreement**
 - 3.1 Exhibit A to the LNGS Agreement**
- 4. IT Interruptible Transportation Agreement**
- 5. IT-L Interruptible Lateral Transportation Agreement**
- 6. PAL Park and Loan Agreement**
 - 6.1 Exhibit A to the PAL Agreement**
- 7. Balancing Agreement for Use at Points of Delivery**
 - 7.1 Exhibit A to the Points of Delivery Balancing Agreement**
- 8. Balancing Agreement for Use by Aggregators**
 - 8.1 Exhibit A to the Aggregators Balancing Agreement**
- 9. Balancing Agreement for Use Under Rate Schedule LMS-PA**
 - 9.1 Exhibit A to the LMS-PA Agreement**
 - 9.2 Exhibit B to the LMS-PA Agreement**
- 10. SA Supply Aggregation Service Agreement**
 - 10.1 Reserved for Future Use**
- 11. Released Transportation Service Agreement**
 - 11.1 Exhibit R-1 to the Released Transportation Agreement**
- 12. Released Storage Service Agreement**
 - 12.1 Exhibit R-1 to the Released Storage Agreement**
- 13. LINK System Agreement**