

PART 5 - RATE SCHEDULES INDEX

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RATE SCHEDULE CDS

COMPREHENSIVE DELIVERY SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested firm transportation service pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule CDS. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule CDS is a part. Service under this Rate Schedule is not available from capacity subject to Rate Schedules MLS-1, LLFT, LLIT, VKFT and VKIT.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder will be firm, except as provided herein and in Pipeline's General Terms and Conditions. Service under this Rate Schedule constitutes one of the No-notice Service options as that term is used in Order No. 636 available from Pipeline.
- 2.2 Subject to Sections 2.3 and 2.4 of this Rate Schedule CDS, Pipeline shall deliver to those delivery points on Pipeline's system as specified in the executed service agreement or available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as "Point(s) of Delivery"), for Customer's account, as requested for any Day, Natural Gas quantities up to Customer's Maximum Daily Quantity (MDQ). Customer's MDQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to certain differing levels in Customer's MDQ during specified periods during the year. Customer's MDQ and any differing levels in MDQ, as well as the period of such differing MDQ levels, shall be specified in the executed service agreement.
- 2.3 Subject to variances as may be permitted by Section 2.4 of this Rate Schedule CDS or the General Terms and Conditions, Customer shall deliver to Pipeline and Pipeline shall receive, for Customer's account, at those points on Pipeline's system available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as "Point(s) of Receipt"), daily Quantities of Gas equal to the daily quantities delivered to Customer pursuant to Section 2.2 up to Customer's MDQ, plus Applicable Shrinkage.
- 2.4 (A) Pursuant to this Section 2.4, Customer may cause Natural Gas to be delivered to Pipeline for the purpose of receiving No-notice Service in a manner which is different from that required by Section 2.3 of this Rate

Schedule CDS as provided in Section 2.4(B) or Section 2.4(C) below. If Customer does not elect to tender Natural Gas quantities in advance for No-notice Service as provided in Section 2.4(B), Customer must tender Natural Gas quantities to Pipeline no more than two (2) Business Days after commencement of such "no-notice" service in order to initiate correction of the scheduling variance created while receiving No-notice Service. The difference in scheduled receipts and scheduled deliveries must be at a minimum, equal to the level of No-notice Service received (whether an increase or decrease) two (2) Business Days prior and must continue for the period of time required to correct the scheduling variance created while receiving such No-notice Service; provided, however, Customer is not required on any Day to tender in excess of its MDQ. If a Customer schedules the delivery of its MDQ, that Customer is not required to, but may include in the Quantity of Gas scheduled for receipt, Quantities of Gas for the purpose of correcting prior scheduling variances. Any remaining scheduling variance will be corrected as an imbalance at the end of the Month in accordance with Section 2.4(D) herein. To the extent Customer notifies Pipeline of Customer's tender of Natural Gas prior to the date such Natural Gas will be delivered to Customer and Pipeline agrees to such pre-injection, Customer will receive a credit against the Reservation component of its invoice for such pre-injection Quantities of Gas. The applicable Pre-injection Credit Rate is set forth on the Statement of Rates for Rate Schedule CDS.

- (B) In the event Customer desires to pre-inject receipts or reduce receipts in anticipation of an increase or decrease in its scheduled deliveries, Customer shall notify Pipeline of such desire pursuant to Section 4 of Pipeline's General Terms and Conditions. Pipeline shall perform No-notice Service at the level of increased or decreased receipts for a period of two (2) Business Days beginning upon Pipeline's initiation of No-notice Service.
- (C) In the event Customer requires an increase or decrease in its scheduled deliveries, and (1) Customer provides notice to Pipeline of such requirement pursuant to Section 4 of Pipeline's General Terms and Conditions, (2) such corresponding increase or decrease in Customer's scheduled receipts cannot be confirmed contemporaneously by Pipeline, and (3) Customer has not previously scheduled increased or decreased receipts into Pipeline's system for No-notice Service, Pipeline shall perform service at the level of scheduled increased or decreased deliveries for a period of two (2) Business Days beginning upon Pipeline's receipt of such notice.
- (D) If Customer is out of balance at the end of any Month due to invocation of the No-notice Service provisions of Rate Schedule CDS, Customer will be

allowed to reduce by in-kind balancing any No-notice Service imbalance to zero within five (5) Days after notification by Pipeline. Any remaining imbalance shall be reconciled in accordance with Section 8.5 of the General Terms and Conditions.

- 2.5 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule; provided, it is agreed by all Rate Schedule CDS Customers that Pipeline may, but is not obligated to, develop new storage fields and add facilities as necessary to provide service hereunder.

3. RATE

- 3.1 The applicable rates for service hereunder in each Zone are those uniform rates set forth in the currently effective Statement of Rates for Rate Schedule CDS of this FERC Gas Tariff and are hereby incorporated herein, or, in the event the capacity is subject to the Customized Reservation Pattern™ program pursuant to Section 3.7 of this rate schedule are those CRP™ reservation charge rates determined pursuant to said Section 3.7 applicable to Customer. The rates in this rate schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s). In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

- 3.2 For Customers executing a service agreement for transportation which is not solely a backhaul transportation arrangement, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.

- (2) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule CDS, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day and less than 110% of Customer's maximum daily contractual entitlement for such Day.
- (3) The Usage-3 Charge Rate, as set forth on the Statement of Rates for Rate Schedule CDS, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of Customer's maximum daily contractual entitlement for such Day.

Usage Charge Rates will be assessed upon the Zones of initial receipt and ultimate delivery of each Dth on Pipeline's system.

- 3.3 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.
- (2) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule CDS, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day and less than 110% of Customer's maximum daily contractual entitlement for such Day.
- (3) The Usage-3 Charge Rate, as set forth on the Statement of Rates for Rate Schedule CDS, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed

service agreement, which is in excess of 110% of Customer's maximum daily contractual entitlement for such Day.

Usage Charge Rates will be assessed upon the Zones of initial receipt and ultimate delivery of each Dth on Pipeline's system.

- 3.4 In addition to all other charges hereunder, Customers shall pay Pipeline the applicable Incremental Facility Charge, as set forth on the Statement of Rates for Rate Schedule CDS, per Month per Dth of additional MDQ for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on the Statement of Rates for Rate Schedule CDS.
- 3.5 Except as provided in Section 3.6 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule CDS of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.
- 3.6 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.5 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:
- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
 - (B) is the result of Pipeline having operational flow orders in effect on such Day;
 - (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
 - (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or

- (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first

provided, however, 3.6(C) and 3.6(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.7 Customized Reservation Pattern™ (CRP™)

- (A) The CRP™ election provides an alternative to uniform monthly billing of the Reservation Charge as contemplated by the rates set forth on the Statement of Rates for Rate Schedule CDS. Billing and payment of CRP™ Reservation Charges shall be in accordance with the reservation pattern elected by Customer on the LINK® System. Rates reflecting such Customer election shall be posted on the LINK® System. The total Reservation Charges resulting from CRP™ will not exceed the total Reservation Charges Customer would pay without the CRP™ election for the same 12 Month period. An adjustment, if necessary, will be included on the invoice for the last Month of the CRP™ period (November 1 - October 31) to ensure Reservation Charges due Pipeline under Pipeline's uniform effective rates equal the Reservation Charges received by Pipeline under the CRP™ rates. All rights and obligations of Section 10 of the General Terms and Conditions shall apply to the Reservation Charge for each billing Month as elected by Customer. In the event any CRP™ invoice shall be based on rates in effect subject to refund and refunds shall be required, refunds shall be calculated as if the CRP™ election had not been made.
- (B) Customer who is the primary capacity holder paying maximum reservation rates and has contracted for capacity for the full CRP™ period may elect flexible maximum reservation rates under CRP™ that are derived from the maximum uniform rates for service on the effective Statement of Rates for Rate Schedule CDS. Customer shall submit to Pipeline by September 1 on an annual basis via the LINK® System its election to participate in the CRP™ program. Customers electing CRP™ will be allowed to spread Reservation Charges excluding cost components subject to adjustment pursuant to trackers due for the period April through October over the preceding November through March period. Customers with seasonal contracts, i.e., different MDQs for winter and summer, will only be allowed to elect their lower MDQ for participating in the CRP™ program. Annual CRP™ rate and volume elections by contract will be due by October 1 of each year to be effective November 1. Rate elections

may vary by Month and path; however, annual volume elections will be pro-rata across all paths that apply to a Customer's contract.

- (C) The usage rates set forth on the Statement of Rates for Rate Schedule CDS shall not be adjusted and shall be the rates utilized for determining the Monthly Usage Charge.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. POINTS OF RECEIPT

See Section 14 of Pipeline's General Terms and Conditions.

8. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed CDS Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

11. RATE SCHEDULES DCQ, GS, CD-1, CD-2, SGS, FT-1 AND SS-1 CONVERSIONS

Customers under former Rate Schedules DCQ, GS, CD-1, CD-2, and SGS and Customers under Rate Schedule FT-1 and SS-1 may enter into CDS Service Agreements for any level of firm transportation service up to such Customer's MDQ and/or MDWQ (adjusted for storage) formerly provided under those Rate Schedules as of May 31, 1993. Customers converting a portion of their MDQ under Rate Schedule FT-1 to a level of service under Rate Schedule CDS shall have their Rate Schedule FT-1 MDQ reduced by an equivalent amount of such conversion.

12. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

13. SEGMENTED TRANSPORTATION RIGHTS

See Section 30 of the General Terms and Conditions.

RATE SCHEDULE FT-1

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested firm transportation service pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and, after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule FT-1. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FT-1 is a part. Service under this Rate Schedule is not available from capacity subject to Rate Schedules MLS-1, LLFT, LLIT, VKFT and VKIT.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder will be firm, except as provided herein and in Pipeline's 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 Pipeline shall receive for Customer's account, at those points on Pipeline's system available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as "Point(s) of Receipt"), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account at those points on Pipeline's system as specified in the executed service agreement or those points available to Customer pursuant to Section 14 of the General Terms and Conditions (hereinafter referred to as "Point(s) of Delivery"), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be a uniform quantity throughout the contract year, except that Pipeline may, on a not unduly discriminatory basis, agree to certain differing levels in Customer's MDQ during specified periods during the year. Customer's MDQ and any differing levels in MDQ, as well as the period of such differing MDQ levels, shall be specified in the executed service agreement.
- 2.3 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline may, at its option, add facilities or expand capacity to provide such transportation service, pursuant to Section 11 of Pipeline's General Terms and Conditions.

3. RATE

- 3.1 The applicable rates for service hereunder in each Zone are those uniform rates set forth in the currently effective Statement of Rates for Rate Schedule FT-1 of this FERC Gas Tariff and are hereby incorporated herein, or, in the event the capacity is subject to the Customized Reservation Pattern™ program pursuant to Section 3.7 of this Rate Schedule, are those CRP™ reservation charge rates determined pursuant to said Section 3.7 applicable to Customer. The rates in this rate schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s).

In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.

- 3.2 For Customers executing a service agreement for transportation which is not solely a backhaul transportation arrangement and which is not available from capacity pursuant to incremental facility expansions implemented on or after June 1, 1993, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.
- (2) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FT-1, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day. Or,

For Customers executing a service agreement for transportation which is available from capacity pursuant to incremental facility expansions implemented on or after

June 1, 1993, Customer shall pay Pipeline each Month in lieu of charges under 3.2(A) and 3.2 (B), herein, the sum of the following amounts:

(C) Reservation Charge:

The Reservation Charge Rate for the applicable incremental service, as set forth on the Statement of Rates for Rate Schedule FT-1, multiplied by each Dth of additional MDQ for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on the Statement of Rates for Rate Schedule FT-1. And,

(D) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-2 Charge Rate for the applicable incremental service, as set forth on the Statement of Rates for Rate Schedule FT-1, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

Usage Charge Rates will be assessed upon the Zones of initial receipt and ultimate delivery of each Dth on Pipeline's system.

3.3 For Customers executing a service agreement for transportation which is solely a backhaul transportation arrangement, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Applicable Billing Determinants; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-1 Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is not in excess of 110% of scheduled service levels for such Day.
- (2) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FT-1, multiplied by that portion of the total

Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

Usage Charge Rates will be assessed upon the Zones of initial receipt and ultimate delivery of each Dth on Pipeline's system.

- 3.4 In addition to all other charges hereunder, Customers shall pay Pipeline the applicable Incremental Facility Charge, as set forth on the Statement of Rates for Rate Schedule FT-1, per Month per Dth of additional MDQ for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on the Statement of Rates for Rate Schedule FT-1.
- 3.5 Except as provided in Section 3.6 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule FT-1 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ. Such Reservation Charge Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.
- 3.6 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.5 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:
- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
 - (B) is the result of Pipeline having operational flow orders in effect on such Day;
 - (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;

- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.6(C) and 3.6(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.7 Customized Reservation Pattern™ (CRP™)

- (A) The CRP™ election provides an alternative to uniform monthly billing of the Reservation Charge as contemplated by the rates set forth on the Statement of Rates for Rate Schedule FT-1. Billing and payment of CRP™ Reservation Charges shall be in accordance with the reservation pattern elected by Customer on the LINK® System. Rates reflecting such Customer election shall be posted on the LINK® System. The total Reservation Charges resulting from CRP™ will not exceed the total Reservation Charges Customer would pay without the CRP™ election for the same 12 Month period. An adjustment, if necessary, will be included on the invoice for the last Month of the CRP™ period (November 1 - October 31) to ensure Reservation Charges due Pipeline under Pipeline's uniform effective rates equal the Reservation Charges received by Pipeline under the CRP™ rates. All rights and obligations of Section 10 of the General Terms and Conditions shall apply to the Reservation Charge for each billing Month as elected by Customer. In the event any CRP™ invoice shall be based on rates in effect subject to refund and refunds shall be required, refunds shall be calculated as if the CRP™ election had not been made.
- (B) Customer who is the primary capacity holder paying maximum reservation rates and has contracted for capacity for the full CRP™ period may elect flexible maximum reservation rates under CRP™ that are derived from the maximum uniform rates for service on the effective Statement of Rates for Rate Schedule FT-1. Customer shall submit to Pipeline by September 1 on an annual basis via the LINK® System its election to participate in the CRP™ program. Customers electing CRP™ will be allowed to spread Reservation Charges excluding cost components subject to adjustment pursuant to trackers due for the period April through October over the preceding November through March period. Customers with seasonal contracts, i.e., different MDQs for winter and summer, will only be allowed to elect their lower MDQ for participating in the CRP™ program. Annual CRP™ rate and volume elections by contract will be

due by October 1 of each year to be effective November 1. Rate elections may vary by Month and path; however, annual volume elections will be pro-rata across all paths that apply to a Customer's contract.

- (C) The usage rates set forth on the Statement of Rates for Rate Schedule FT-1 shall not be adjusted and shall be the rates utilized for determining the Monthly Usage Charge.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. POINTS OF RECEIPT

See Section 14 of Pipeline's General Terms and Conditions.

8. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. GOVERNMENTAL AUTHORIZATIONS

Transportation service under executed FT-1 Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

11. RESERVED FOR FUTURE USE

12. ORIGINAL VOLUME NO. 2 CONVERSIONS AND INDIVIDUAL CERTIFICATED RATE SCHEDULE CONVERSIONS

12.1 Those Original Volume No. 2 agreements previously entered into by Customers with Pipeline for firm service under Rate Schedules X-43, X-74, X-79, X-80, X-88, X-89, X-90, X-91, X-100, X-101, X-102, X-103, X-104, and X-121 may be converted at any time to Rate Schedule FT-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Original Volume No. 2 Agreements shall be determined pursuant to this Rate Schedule FT-1.

12.2 Those individual certificated rate schedule agreements previously entered into by Customers with Pipeline for firm service under Rate Schedules FTS, FTS-2, FTS-4, FTS-5, SS-2, excluding the storage component, (i.e. - Rate Schedule FTS-7) and SS-3, excluding the storage component, (i.e. - Rate Schedule FTS-8) X-127, X-129, X-130, X-135, X-136 and X-137 may be converted at any time to Rate Schedule FT-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993, subject to (1) Pipeline's receipt of any necessary authorization as required by the Commission, (2) such Customer's agreement to continue to pay Pipeline an incremental surcharge for such service in order for Pipeline to fully recover its approved cost of service. As of the date Pipeline receives any necessary authorization as required by the Commission, the rights and obligations of the parties to the individual certificated rate schedule agreements shall be determined pursuant to this Rate Schedule FT-1.

13. RATE SCHEDULES DCQ, GS, CD-1, CD-2, SGS AND SS-1 CONVERSIONS

Customers under former Rate Schedules DCQ, GS, CD-1, CD-2 and SGS and Customers under Rate Schedule SS-1 may enter into an FT-1 Service Agreement for any level of firm transportation service up to such Customer's MDQ and/or MDWQ (adjusted for storage) formerly provided under those Rate Schedules as of May 31, 1993.

14. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

15. SEGMENTED TRANSPORTATION RIGHTS

See Section 30 of the General Terms and Conditions.

RATE SCHEDULE SS-1

STORAGE SERVICE

1. AVAILABILITY

This Open-access Rate Schedule is available to any party (hereinafter called Customer) which has requested storage service hereunder pursuant to Section 3 of Texas Eastern Transmission, LP's (hereinafter called Pipeline) General Terms and Conditions and after review and acceptance of such request by Pipeline, has entered into a service agreement with Pipeline for service under Rate Schedule SS-1. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule SS-1 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all firm storage service rendered hereunder pursuant to an executed service agreement providing for a Maximum Storage Quantity (MSQ), Maximum Daily Injection Quantity (MDIQ) and a Maximum Daily Withdrawal Quantity (MDWQ). Service under this Rate Schedule constitutes one of the No-notice Service options as that term is used in Order No. 636 available from Pipeline.
- 2.2 Pipeline shall receive for Customer's account Quantities of Gas and inject into storage in accordance with Section 5 of this Rate Schedule for Customer's account such Quantities of Gas. Pipeline shall withdraw from storage for Customer, at Customer's request, in accordance with Section 6 of this Rate Schedule, Quantities of Gas from Customer's Storage Inventory, plus Applicable Shrinkage, and deliver for Customer's account such quantities. Such service shall be firm except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part and shall be available to Customer each Day of the Contract Year, which consists of an annual period commencing May 1 and ending the following April 30.
- 2.3 Provided the receipt of Gas and the injection of such Gas into storage from Customer can be accomplished by Pipeline without detriment to Pipeline's facilities and/or Pipeline's ability to meet its firm obligations to other Customers, Pipeline upon request of Customer shall inject on an interruptible basis Quantities of Gas in excess of the limitations set forth in Section 5.3. Such excess quantities shall be deemed to be Excess Injection Gas.
- 2.4 Provided such withdrawal from storage and delivery of such Gas to Customer can be accomplished by Pipeline without detriment to Pipeline's facilities and/or Pipeline's ability to meet its firm obligations to other Customers, Pipeline upon request of Customer shall schedule and withdraw on an interruptible basis Gas in

excess of the limitations set forth in Section 6.3. Such excess quantities shall be deemed to be Excess Withdrawal Gas.

- 2.5 Service under this Rate Schedule is provided as a result of bundling transportation and storage service. Such storage service is otherwise available under Rate Schedule FSS-1 and such transportation service is otherwise available under Rate Schedule FT-1. A Customer executing a service agreement under this Rate Schedule SS-1 has the right to make an election to release all or a portion of its firm service under this Rate Schedule as firm service under Rate Schedule SS-1, or as firm storage service under Rate Schedule FSS-1 and firm transportation service under Rate Schedule FT-1 pursuant to Section 3.14 of the General Terms and Conditions.

3. RATE

- 3.1 The applicable rates for service hereunder in each Zone are set forth in the currently effective Statement of Rates for Rate Schedule SS-1 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule SS-1. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Customer and Pipeline.
- 3.2 For all service rendered hereunder to Customer each Month under this Rate Schedule, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDWQ specified in the executed service agreement;

(B) Space Charge:

The Space Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by one-twelfth (1/12) of the MSQ specified in the executed service agreement;

(C) Injection Charge:

The Injection Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Quantity of Gas scheduled and injected for the Month, other than Excess Injection Gas pursuant to the executed service agreement;

(D) Withdrawal Charge:

The Withdrawal Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the Quantity of Gas scheduled and withdrawn for the Month, other than Excess Withdrawal Gas, pursuant to the executed service agreement;

(E) Excess Injection Charge:

The Excess Injection Charge Rate, as determined by Section 3.1 herein, multiplied by the quantities of Excess Injection Gas received for the Month pursuant to the executed service agreement;

(F) Excess Withdrawal Charge:

The Excess Withdrawal Charge Rate, as determined by Section 3.1 herein, multiplied by the quantities of Excess Withdrawal Gas delivered for the Month pursuant to the executed service agreement;

3.3 In addition to all other charges hereunder, the Customers specified on the Statement of Rates for Rate Schedule SS-1 shall pay Pipeline the applicable Incremental Facility Charge, as set forth on the Statement of Rates for Rate Schedule SS-1, per Month per Dth of additional MSQ, MDWQ and/or MDIQ, as applicable, for which each Customer contracted under Pipeline's various incremental facility expansions. The additional Dth applicable for each Customer under each applicable incremental facility expansion are set forth on the Statement of Rates for Rate Schedule SS-1.

3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDWQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule SS-1 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDWQ. Such Reservation Charge

Adjustment shall be discounted in the case of an executed service agreement containing a discounted Reservation Charge Rate in the same proportion such Reservation Charge Rate is discounted from the maximum Reservation Charge Rate.

3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDWQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such Day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

3.6 Storage Cost Credit Mechanism. A cost increment to reflect the use of storage facilities is incorporated into the Rate Schedule CDS, FT-1, and SCT rates. A portion of the revenue attributable to this storage cost increment will be credited to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers. The credit will compensate for the temporary use of storage service to support the No-notice Service and "instantaneous" transportation services as directed in Order No. 636, and such credit will be eliminated or reduced subject to Commission review and certification of additional storage capacity. Pipeline will credit to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers an amount equal to the storage costs recovered (less any Rate Schedule CDS pre-injection credits and less \$525,146 per Month associated with the Oakford Storage Expansion Project approved in Docket No. CP97-774) through the Rate Schedules CDS, SCT, SS-1 and FT-1 rates. Storage costs recovered in a particular Month will be subject to credit to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers in the same Month. Such

amounts to be credited will be allocated to Rate Schedule SS, SS-1, FSS-1 and X-28 Customers based upon their pro rata share of respective MDWQ's under Rate Schedules SS, SS-1, FSS-1 and X-28 and will be credited to Reservation Charges for the Month.

4. MINIMUM COMMODITY BILL

None.

5. INJECTION PROVISIONS

5.1 General Procedure. If Customer desires Pipeline to store Gas for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the Quantity of Gas, not in excess of the quantity determined pursuant to Section 5.3, which Customer desires to be injected into storage under this Rate Schedule on such Day. Pipeline shall thereupon inject the Quantity of Gas so nominated subject to the limitations set forth herein. Except as provided in Section 5.2 and 5.3 herein, the Natural Gas received by Pipeline for Customer's account for storage injection pursuant to this Rate Schedule shall be those quantities scheduled for delivery pursuant to Service Agreements for transportation service between Pipeline and Customer under transactions which specify as a Point of Delivery the "SS-1 Storage Point". For purposes of billing of Usage Charges under transportation Rate Schedules for deliveries of Gas to the "SS-1 Storage Point", such deliveries for injection into storage scheduled directly to the "SS-1 Storage Point" shall be deemed to have been delivered 60% in Market Zone 2 and 40% in Market Zone 3. In addition, at Customer's request any positive or negative variance between scheduled deliveries and actual deliveries on any Day at Customer's Points of Delivery under Rate Schedules CDS, FT-1, SCT, or IT-1 shall be deemed for billing purposes delivered at the Point of Delivery and shall be injected into or withdrawn from storage for Customer's account. In addition to accepting Gas for storage injection at the SS-1 Storage Point, Pipeline will accept Gas tendered at points of interconnection between Pipeline and third party facilities at Oakford and Leidy Storage Fields provided that such receipt does not result in Customer tendering aggregate quantities for storage in excess of the Customer MDIQ.

5.2 Pipeline shall permit transfers of title of Gas in Storage Inventory between Customers, provided both Customers have executed a service agreement under Rate Schedules SS-1, FSS-1 and/or ISS-1 and that such transfer does not permit either Customer to exceed its MSQ specified in such service agreement. Such transferred quantities shall not be included in any Customer's Storage Inventory for purposes of determining Customer's daily withdrawal rights pursuant to Section 6 until twenty-four (24) hours following the date of transfer or as provided in Section 6.3 of this Rate Schedule. In lieu of transferring its Storage Inventory to another storage service Customer, Customer may transfer all or a

portion of its Storage Inventory to another of its Open-Access storage service agreements, provided that no portion of the term of the agreements involved in the transfer overlap. A Customer that desires to transfer Storage Inventory to another Customer or to another of its Open-Access storage service agreements must submit the required information, which shall include, at a minimum, the identification of the storage service agreements involved in the transfer, the quantity to be transferred, and the effective date of the transfer, via the LINK® System. If a proposed transfer involves a storage service agreement that has terminated, the required information must be submitted within three (3) Business Days after the end of the term of the applicable agreement. The proposed transfer must be confirmed via the LINK® System by the Customer to whom the Storage Inventory is to be transferred before the transfer is processed by Pipeline.

- 5.3 In addition to accepting Gas for storage injection at the SS-1 Storage Point, Pipeline will accept Gas tendered at points of interconnection between Pipeline and third party facilities at Oakford and Leidy Storage Fields provided that such receipt does not result in Customer tendering aggregate quantities for storage in excess of the Customer MDIQ.
- 5.4 Notice Required. The notice given by Customer to Pipeline for injections on any Day shall be in accordance with Section 4 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.
- 5.5 Injection Quantities. The maximum injection Quantity of Gas which Pipeline is obligated on any Day to inject into storage under this Rate Schedule shall be the MDIQ.
- 5.6 Limitation Upon Total Injections. Pipeline shall be obligated to accept Gas for storage for Customer's account in accordance with the above procedure only when Customer's Storage Inventory is less than Customer's MSQ.

6. WITHDRAWAL PROVISIONS

- 6.1 General Procedure. If Customer desires the delivery of Gas stored for Customer's account under this Rate Schedule, it shall give notice to Pipeline specifying the Quantity of Gas, not in excess of the quantity determined pursuant to Section 6.3, plus Applicable Shrinkage, which Customer desires to be withdrawn from storage and delivered under this Rate Schedule during such Day. Pipeline shall thereupon deliver to Customer the Quantity of Gas subject to the limitations set forth herein.
- 6.2 Notice Required. The notice given by Customer to Pipeline for withdrawals on any Day shall be in accordance with Section 4 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

6.3 Withdrawal Quantities. Pipeline shall not be obligated to withdraw for Customer on any Day a total daily quantity in excess of the following:

- (A) the MDWQ if Customer's Storage Inventory is more than 20% of Customer's MSQ;
- (B) five-sixths (5/6) of Customer's MDWQ if Customer's Storage Inventory is 20% or less of Customer's MSQ, but more than 10% of Customer's MSQ;
or
- (C) two-thirds (2/3) of Customer's MDWQ if Customer's Storage Inventory is 10% or less of Customer's MSQ.

If at any time during the period from November 16 through April 15 of each contract year the aggregate Storage Inventory of all Customers hereunder equals or is less than 10% of the aggregate MSQ of all Customers hereunder, then for the balance of the period ending April 15 for such contract year injections into storage or transfers of title of Gas in Storage Inventory shall not be included in Customer's Storage Inventory for purposes of determining Customer's daily withdrawal rights pursuant to this Section 6. Pipeline shall notify Customer verbally and then in writing when the aggregate Storage Inventory of all Customers hereunder and/or when Customer's individual Storage Inventory equals or is less than 20% and 10% of the aggregate MSQ or Customer's individual MSQ, respectively.

6.4 Limitation Upon Total Withdrawals. Pipeline shall deliver to Customer Gas for Customer's account only when Customer's Storage Inventory is greater than zero.

7. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

8. IMPAIRMENT OF DELIVERIES

When Pipeline, on any Day, is unable to deliver the total requests of all its Customers for Excess Withdrawal Gas hereunder due to insufficient capacity on Pipeline's system, then Pipeline shall limit deliveries of Excess Withdrawal Gas requested by Customers hereunder on a pro rata basis for all Customers requesting Excess Withdrawal Gas. Each Customer shall receive the same percentage of Excess Withdrawal Gas available to Customers on such Day; provided, however, that a Customer may nominate a smaller percentage.

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. RATE SCHEDULE SS AND ORIGINAL VOLUME NO. 2 RATE SCHEDULE X-28 CONVERSIONS

10.1 Those Rate Schedule SS agreements previously entered into by Customers with Pipeline for firm storage service may be converted at any time to Rate Schedule SS-1 Service Agreements, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Rate Schedule SS agreements shall be determined pursuant to this Rate Schedule SS-1.

10.2 The Original Volume No. 2 Rate Schedule X-28 agreement previously entered into by Customer with Pipeline for firm storage service may be converted at any time to a Rate Schedule SS-1 Service Agreement, at the Customer's request, if Pipeline receives such request to convert by November 1, 1993. As of the effective date of such conversion, the rights and obligations of the parties to the Original Volume No. 2 Rate Schedule X-28 agreement shall be determined pursuant to this Rate Schedule SS-1.

11. RATE SCHEDULE CD-2 CONVERSION

On May 31, 1993, Pipeline will transfer title to all Gas in storage to which Pipeline has title attributable to CD-2 service to all CD-2 increment Customers for service under Rate Schedules SS-1 or FSS-1. All Gas which has been injected by Pipeline for a Customer pursuant to Rate Schedule CD-2, will be allocated 100% to that Customer. All remaining Gas will be allocated on a pro rata basis. Such proration shall be determined among Customers initially by determining the ratio of the Customer's CD-2 increment to the aggregate of all Customers' CD-2 increment; provided, however, in no event shall a Customer be allocated purchase quantities in excess of the Customer's MSQ. As compensation for such Title Transfer, Customers will pay to Pipeline its SCQ Commodity Rate as of October 31, 1992. Customers may elect to reimburse Pipeline for such purchase quantities in a lump sum payment or in six equal monthly payments, plus interest on the Customer's remaining balance calculated in accordance with Section 10 of Pipeline's General Terms and Conditions. On May 31, 1993, Pipeline shall credit Account No. 191 for the gas costs reflected in the SCQ Commodity Rate, as of October 31, 1992, for each Dekatherm transferred to the Customers under Rate Schedule SS-1 as contemplated by this Section 11.

12. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

13. SECONDARY POINTS

See Section 30.5 of the General Terms and Conditions.

RATE SCHEDULE FTS-2

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission, LP (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-2. Such service agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-2 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at the Customer Point(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Equitrans Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

2.3 Pipeline shall receive for Customer's account, at the Equitrans Point(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule FTS-2 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

- 3.2 For transportation which is a forwardhaul transportation arrangement, Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FTS-2, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

- 3.3 In the event that the service agreement is effective on a date other than the first Day of the Month, then, for that initial Month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of Days remaining in that Month starting with and including the effective date of the service agreement to the total number of Days in the Month in which the initial service occurs. A similar proration shall be made for the last Month of the term of the FTS-2 Service Agreement if the last Day of such term occurs on a Day other than the last Day of a Month.

- 3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule FTS-2 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ.

- 3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such Day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires the transportation of Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

RATE SCHEDULE FTS-7

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission, LP (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-7. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-7 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.
- 2.2 Pipeline shall receive for Customer's account, at Customer's Point(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.
- 2.3 Pipeline shall receive for Customer's account, at the CNG Points(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer's Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

- 3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule FTS-7 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

3.2 Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FTS-7, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

(C) System Expansion Adjustment:

The Reservation Charge, in Section 3.2(A) above, reflects the costs of all system expansions pursuant to Section 10, herein. The Reservation Charge shall be automatically adjusted to reflect the impact of each such system expansion completed pursuant to FERC certificate authorization.

3.3 In the event that the service agreement is effective on a date other than the first Day of the Month or the date of any subsequent change in Customer's MDQ is other than the first Day of the Month, then, for that initial Month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of Days remaining in that Month starting with and including the effective date of the service agreement to the total number of Days in the Month in which the initial service occurs. A similar proration shall be made for the last Month of the term of the FTS-7 Service Agreement if the last Day of such term occurs on a Day other than the last Day of a Month.

3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule FTS-7 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ.

3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such Day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. RATE SCHEDULE SS-2 CONVERSIONS

Those Rate Schedule SS-2 service agreements previously entered into by Customers with Pipeline for firm storage service shall be deemed Rate Schedule FTS-7 Service Agreements to the extent of such firm service. Interruptible service previously provided under Customer's SS-2 Agreement shall be offered pursuant to a Rate Schedule IT-1 Service Agreement. As of the effective date of this Section 8, the rights and obligations of the parties to Rate Schedule SS-2 to the extent of such firm service shall be determined pursuant to this Rate Schedule FTS-7.

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. FIRM UP ELECTION PROCEDURES

As stated in Section 8 herein, the following Customers executed Rate Schedule IT-1 Service Agreements for interruptible service previously provided under Rate Schedule SS-2 Service Agreements prior to June 1, 1993:

Customer	Rate Schedule IT-1 MDQ (Dth)
Bay State Gas Company	7,522
Boston Gas Company	1,903
Brooklyn Union Gas Company	1,306
City of Norwich, CT	37
Colonial Gas Company	6,984
Columbia Gas of Ohio, Incorporated	9,000
Columbia Gas of Pennsylvania, Incorporated	6,000
Commonwealth Gas Company	399
Connecticut Natural Gas Corporation	269
Consolidated Edison Company	472
Elizabethtown Gas Company	875
Fall River Gas Company	129
National Gas & Oil Corporation	2,500

New Jersey Natural Gas Company	2,173
North Attleboro Gas Company	100
PECO Energy Company	1,480
Philadelphia Gas Works	477
The Providence Gas Company	538
Public Service Electric and Gas Company	4,080
Southern Connecticut Gas Company	2,800
Town of Middleborough, MA	34
UGI Utilities, Incorporated	6,000
Union Electric Company	2,000
United Cities Gas Company	203
Yankee Gas Services	3,285

Such Customers at any time may request, in a form suitable to Pipeline, to firm up, as firm service under this Rate Schedule, any portion of its MDQ under the applicable Rate Schedule IT-1 Service Agreement. Upon receipt of such a request, Pipeline shall inquire of all Customers under this Rate Schedule if they also desire at such time to firm up any portion of their respective Rate Schedule IT-1 MDQ. If Pipeline receives sufficient requests for firmed up MDQ which, in Pipeline's sole opinion, makes it economically feasible to expand Pipeline's system, Pipeline shall make the necessary expansion of its system as soon as practicable after all necessary regulatory and governmental authorizations on terms and conditions acceptable to Pipeline are granted. Upon completion of the system expansion, Pipeline shall notify each Customer which requested a firmed up MDQ of its new MDQ under this Rate Schedule and the effective date thereof. The annual costs associated with all facilities which must be added to Pipeline's system to enable the establishment of and firm up of the MDQ's of Customers hereunder shall be borne by those Customers which have MDQ's hereunder by means of the Reservation Charge.

11. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

RATE SCHEDULE FTS-8

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission, LP (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-8. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-8 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute No-notice Service as that term is used in Order No. 636.

2.2 Pipeline shall receive for Customer's account, at Customer's Point(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

2.3 Pipeline shall receive for Customer's account, at the CNG Points(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer's Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule FTS-8 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

3.2 Customer shall pay Pipeline each Month the sum of the following amounts:

(A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

- (1) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FTS-8, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.

(C) System Expansion Adjustment:

The Reservation Charge, in Section 3.2(A) above, reflects the costs of all system expansions pursuant to Section 10, herein. The Reservation Charge shall be automatically adjusted to reflect the impact of each such system expansion completed pursuant to FERC certificate authorization.

3.3 In the event that the service agreement is effective on a date other than the first Day of the Month or the date of any subsequent change in Customer's MDQ is other than the first Day of the Month, then, for that initial Month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of Days remaining in that Month starting with and including the effective date of the service agreement to the total number of Days in the Month in which the initial service occurs. A similar proration shall be made for the last Month of the term of the FTS-8 Service Agreement if the last Day of such term occurs on a Day other than the last Day of a Month.

3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule FTS-8 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ.

3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:

- (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
- (B) is the result of Pipeline having operational flow orders in effect on such Day;
- (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
- (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
- (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. RATE SCHEDULE SS-3 CONVERSIONS

Those Rate Schedule SS-3 agreements previously entered into by Customers with Pipeline for firm storage service shall be deemed Rate Schedule FTS-8 Service Agreements to the extent of such firm service. Interruptible service previously provided under Customer's SS-3 Agreement shall be offered pursuant to a Rate Schedule IT-1 Service Agreement. As of the effective date of this Section 8, the rights and obligations of the parties to Rate Schedule SS-3 to the extent of such firm service shall be determined pursuant to this Rate Schedule FTS-8.

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. FIRM UP ELECTION PROCEDURES

As stated in Section 8 herein, the following Customers executed Rate Schedule IT-1 Service Agreements for interruptible service previously provided under Rate Schedule SS-3 Service Agreements prior to June 1, 1993:

Customer	Rate Schedule IT-1 MDQ (Dth)
Bay State Gas Company	7,236
Boston Gas Company	10,639
Bristol & Warren Gas Company	3
Brooklyn Union Gas Company	160
Central Hudson Electric & Gas Corporation	14
City of Norwich, CT	480
Colonial Gas Company	15
Commonwealth Gas Company	4,342
Connecticut Natural Gas Corporation	7,053
Elizabethtown Gas Company	131
Fall River Gas Company	950
Long Island Lighting Company	229
New Jersey Natural Gas Company	148

PECO Energy Company	10,000
Philadelphia Gas Works	398
The Providence Gas Company	5,001
Public Service Electric and Gas Company	931
Southern Connecticut Gas Company	3,290
United Cities Gas Company	1,500
Yankee Gas Services	6,401

Such Customers at any time may request, in a form suitable to Pipeline, to firm up, as firm service under this Rate Schedule, any portion of its MDQ under the applicable Rate Schedule IT-1 Service Agreement. Upon receipt of such a request, Pipeline shall inquire of all Customers under this Rate Schedule if they also desire at such time to firm up any portion of their respective Rate Schedule IT-1 MDQ. If Pipeline receives sufficient requests for firmed up MDQs which, in Pipeline's sole opinion, makes it economically feasible to expand Pipeline's system, Pipeline shall make the necessary expansion of its system as soon as practicable after all necessary regulatory and governmental authorizations on terms and conditions acceptable to Pipeline are granted. Upon completion of the system expansion, Pipeline shall notify each Customer which requested a firmed up MDQ of its new MDQ under this Rate Schedule and the effective date thereof. The annual costs associated with all facilities which must be added to Pipeline's system to enable the establishment of and firm up of the MDQs of Customers hereunder shall be borne by those Customers which have MDQs hereunder by means of the Reservation Charge.

11. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

**PART 7 - FORM OF SERVICE AGREEMENTS
INDEX**

Section Description and Title

Rate Schedule(s)

1. CDS
2. FT-1
3. SCT
4. IT-1
5. LLFT
6. LLIT
7. VKFT
8. VKIT
9. MLS-1
10. TABS-1
11. TABS-2
12. MBA
13. PAL
14. SS-1
15. FSS-1
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21. FTS-7
22. FTS-8
23. SS

Other

24. LINK® System
25. Capacity Release Umbrella
26. Multiple Shipper Option Agreement

**FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE CDS**

Date: _____, Contract No.) _____

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and _____ ("Customer").

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 Pipeline and Customer 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. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule CDS and the General Terms and Conditions of Pipeline's Tariff, which 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 Customer's capacity related to such project, the following language shall be included in Customer's Service Agreement: "The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated _____ between Texas Eastern and Customer related to this Agreement."]

2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the MDQ.

3. This Agreement shall be effective on _____ [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 Customer and Pipeline] and shall continue for a term ending on and including _____ [or, when applicable, shall continue for a term of _____ years] ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon _____ prior written notice [at least one (1) year prior notice for Long-Term Service Agreements, with the exception that, for Service Agreements with a Primary Term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the Primary Term of the Service Agreement, and at least one (1) year for

subsequent notices for such Service Agreement; mutually agreeable for Short-Term Service Agreements] prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.
5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:

Customer:

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of _____, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[None or an appropriate description]

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.

CUSTOMER: _____

TEXAS EASTERN TRANSMISSION, LP
by its General Partner
Spectra Energy Transmission Services, LLC

By: _____

By: _____

**EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE CDS
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND _____ ("Customer"), DATED _____:**

(1) Customer's firm Point(s) of Receipt:

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage)	Measurement Responsibilities	Owner	Operator
------------------------	-------------	---	---------------------------------	-------	----------

(2) Customer shall have Pipeline's Master Receipt Point List ("MRPL"). Customer hereby agrees that Pipeline's MRPL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

<u>Transportation Path</u>	<u>Transportation Path Quantity</u>
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[Notice: The Maximum Daily Receipt Obligation at any Point of Receipt may also be further limited by a specified aggregate MDRO ("AMDRO"), as applicable, where the same Point(s) of Receipt is(are) reflected as a Point of Receipt on one or more of Customer's Service Agreements.]

SIGNED FOR IDENTIFICATION

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT A DATED: _____

**EXHIBIT B, POINT(S) OF DELIVERY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE CDS
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND _____ ("Customer"), DATED _____:**

Point of Delivery	Description	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
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[NOTICE: The Maximum Daily Delivery Obligation ("MDDO") at any Point of Delivery may also be further limited by a specified aggregate MDDO ("AMDDO"), as applicable, where the same Point(s) of Delivery is(are) reflected as a Point of Delivery on one or more of Customer's service agreements.]

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT B DATED _____

**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE CDS
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND _____ ("Customer"), DATED _____:**

(12) ZONE BOUNDARY ENTRY QUANTITY
Dth/D

TO

M1-24 M1-30 M2-24 M2-30 M2 M3

FROM

ETX

ELA

M1-24

M1-30

M2-24

M2-30

M2

M3

EXHIBIT C (Continued)

ZONE BOUNDARY EXIT QUANTITY
Dth/D

TO

FROM	M1-24	M1-30	M2-24	M2-30	M2	M3
M1-24						
M1-30						
M2-24						
M2-30						
M2						
M3						

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT C DATED _____

**EXHIBIT D, TRANSPORTATION QUANTITIES,
DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE CDS
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND _____ ("Customer"), DATED _____:**

MAXIMUM DAILY QUANTITY (MDQ): _____ Dth
Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by _____ Dth as of _____, or any subsequent anniversary date, upon providing _____ [Notice period to be not less than the notice period required to terminate the entire contract] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE: _____

CUSTOMER: _____

SUPERCEDES EXHIBIT D DATED: _____

**FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1**

Date: _____,

Contract No. _____

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and _____ ("Customer").

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 Pipeline and Customer 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. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule FT-1 and the General Terms and Conditions of Pipeline's Tariff, which 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 Customer's capacity related to such project, the following language shall be included in Customer's Service Agreement: "The credit requirements applicable to this Agreement are set forth in that certain Precedent Agreement dated _____ between Texas Eastern and Customer related to this Agreement."]

2. The Maximum Daily Quantity (MDQ) for service under this Agreement and any right to increase or decrease the MDQ during the term of this Agreement are listed on Exhibit D attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's Zones are specified on Exhibit C attached hereto. Exhibit(s) A, B, C, and D are incorporated herein by reference and made a part hereof.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ.

3. This Agreement shall be effective on _____ [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 Customer and Pipeline] and shall continue for a term ending on and including _____ [or, when applicable, shall continue for a term of _____ years] ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon _____ prior written notice [at least one (1) year prior notice for Long-Term Service Agreements, with the exception that, for Service Agreements with a Primary Term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the Primary Term of the Service Agreement, and at least one (1) year for

subsequent notices for such Service Agreement; mutually agreeable for Short-Term Service Agreements] prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, a notice of partial reduction in MDQ pursuant to Exhibit D or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Gas Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.
5. All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications. Customer shall execute or cause its supplier to execute, if such supplier has retained processing rights to the Gas delivered to Customer, the appropriate agreements prior to the commencement of service for the transportation and processing of any liquefiable hydrocarbons and any PVR quantities associated with the processing of Gas received by Pipeline at the Point(s) of Receipt under such Customer's service agreement. In addition, subject to the execution of appropriate agreements, Pipeline is willing to transport liquids associated with the Gas produced and tendered for transportation hereunder.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Pipeline:

Customer:

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of _____, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[None or an appropriate description]

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.

CUSTOMER: _____

TEXAS EASTERN TRANSMISSION, LP
by its General Partner
Spectra Energy Transmission Services, LLC

By: _____

By: _____

**EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND _____ ("Customer"), DATED _____:**

- (1) Customer's firm Point(s) of Receipt:

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage)	Measurement Responsibilities	Owner	Operator
------------------------	-------------	---	---------------------------------	-------	----------

- (2) Customer shall have Pipeline's Master Receipt Point List ("MRPL"). Customer hereby agrees that Pipeline's MRPL as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path

Transportation
Path Quantity

[Notice: The Maximum Daily Receipt Obligation at any Point of Receipt may also be further limited by a specified aggregate MDRO ("AMDRO"), as applicable, where the same Point(s) of Receipt is(are) reflected as a Point of Receipt on one or more of Customer's Service Agreements.]

SIGNED FOR IDENTIFICATION

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT _ DATED: _____

**EXHIBIT B, POINT(S) OF DELIVERY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND _____ ("Customer"), DATED _____:**

Point of Delivery	Description	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
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[NOTICE: The Maximum Daily Delivery Obligation ("MDDO") at any Point of Delivery may also be further limited by a specified aggregate MDDO ("AMDDO"), as applicable, where the same Point(s) of Delivery is(are) reflected as a Point of Delivery on one or more of Customer's service agreements.]

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT B DATED _____

**EXHIBIT C, ZONE BOUNDARY ENTRY QUANTITY
AND ZONE BOUNDARY EXIT QUANTITY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND _____ ("Customer"), DATED _____:**

(12) ZONE BOUNDARY ENTRY QUANTITY
Dth/D

TO

M1-24 M1-30 M2-24 M2-30 M2 M3

FROM

ETX

ELA

M1-24

M1-30

M2-24

M2-30

M2

M3

EXHIBIT C (Continued)

ZONE BOUNDARY EXIT QUANTITY
Dth/D

TO

FROM	M1-24	M1-30	M2-24	M2-30	M2	M3
M1-24						
M1-30						
M2-24						
M2-30						
M2						
M3						

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT C DATED _____

**EXHIBIT D, TRANSPORTATION QUANTITIES,
DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND _____ ("Customer"), DATED _____:**

MAXIMUM DAILY QUANTITY (MDQ): _____ Dth
Dth Period

PARTIAL QUANTITY REDUCTION RIGHTS: Customer elects to partially reduce Customer's Maximum Daily Quantity by _____ Dth as of _____, or any subsequent anniversary date, upon providing _____ [Notice period to be not less than the notice period required to terminate the entire contract] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this service agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE: _____

CUSTOMER: _____

SUPERCEDES EXHIBIT D DATED: _____

**FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE SS-1**

Date: _____,

Contract No. _____

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP, ("Pipeline") and _____ ("Customer").

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 Pipeline and Customer 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. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule SS-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Injection Quantity (MDIQ), Maximum Storage Quantity (MSQ), and Maximum Daily Withdrawal Quantity (MDWQ) for service under this Agreement and any right to increase or decrease the MDIQ, MSQ, and MDWQ during the term of this Agreement are listed on Exhibit C attached hereto. The Point(s) of Delivery are listed on Exhibit A attached hereto. Customer's Storage Withdrawal Quantities are specified on Exhibit B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.
3. This Agreement shall be effective on _____ and shall continue for a term ending on and including _____ ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon _____ prior written notice [at least one (1) year prior notice for Long-Term Service Agreements, with the exception that, for Service Agreements with a Primary Term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the Primary Term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement; mutually agreeable for Short-Term Service Agreements] prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. In the event there is Gas in storage for Customer's account on April 30 of the year of termination of this Agreement, this Agreement shall continue in force and effect for the sole purpose of withdrawal and delivery of said Gas to Customer for an additional one-hundred and twenty (120) Days.

If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, a notice of partial reduction in MDIQ, MSQ and MDWQ pursuant to Exhibit C or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Tariff.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDIQ, MSQ, MDWQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes rates in whole or in part.
5. All Natural Gas tendered to Pipeline for Customer's account shall conform and be subject to the provisions of Section 5 of the General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:
- Pipeline:
- Customer:
7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of _____, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

[None or an appropriate description]

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.

CUSTOMER: _____

TEXAS EASTERN TRANSMISSION, LP
by its General Partner
Spectra Energy Transmission Services, LLC

By: _____

By: _____

**EXHIBIT A, POINT(S) OF DELIVERY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SS-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND _____ ("Customer"), DATED _____:**

Point of Delivery	Description	Maximum Daily Delivery Obligation	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
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[NOTICE: The Maximum Daily Delivery Obligation ("MDDO") at any Point of Delivery may also be further limited by a specified aggregate MDDO ("AMDDO"), as applicable, where the same Point(s) of Delivery is(are) reflected as a Point of Delivery on one or more of Customer's service agreements.]

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT A DATED _____

**EXHIBIT B, WITHDRAWAL QUANTITIES, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SS-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND _____ ("Customer"), DATED _____:**

STORAGE WITHDRAWAL QUANTITIES

Pipeline shall not be obligated to withdraw for Customer on any Day a total daily quantity in excess of the following:

the MDWQ if Customer's Storage Inventory is equal to or less than _____ Dth, but more than _____ Dth;

a daily entitlement of _____ if Customer's Storage Inventory is equal to or less than _____ Dth, but more than _____ Dth;

a daily entitlement of _____ if Customer's Storage Inventory is equal to or less than _____ Dth, but more than _____ Dth;

a daily entitlement of _____ if Customer's Storage Inventory is equal to or less than _____ Dth, but more than _____ Dth;

a daily entitlement of _____ if Customer's Storage Inventory is equal to or less than _____ Dth, but more than _____ Dth;

a daily entitlement of _____ if Customer's Storage Inventory is equal to or less than _____ Dth, but more than _____ Dth;

If at any time during the period from November 16 through April 15 of each contract year the aggregate Storage Inventory of all Customers under Rate Schedule SS-1 equals or is less than ____% of the aggregate MSQ of all Customers under Rate Schedule SS-1, then for the balance of the period ending April 15 for such contract year injections into storage or transfers of title of Gas in Storage Inventory shall not be included in Customer's Storage Inventory for purposes of determining Customer's daily withdrawal rights pursuant to this Exhibit B. Pipeline shall notify Customer verbally and then in writing when the aggregate Storage Inventory of all Customers under Rate Schedule SS-1 and/or when Customer's individual Storage Inventory equals or is less than ____% and ____% of the aggregate MSQ or Customer's individual MSQ, respectively.

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT B DATED _____

**EXHIBIT C, STORAGE SERVICE QUANTITIES,
DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SS-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND _____ ("Customer"), DATED _____:**

Pipeline agrees to receive and store for Customer's account quantities of Natural Gas up to the following quantities:

Maximum Daily Injection Quantity (MDIQ) _____ Dth
Maximum Storage Quantity (MSQ) _____ Dth
Maximum Daily Withdrawal Quantity (MDWQ) _____ Dth

Customer may elect to partially reduce Customer's MDIQ by _____ Dth, MSQ by _____ Dth, and MDWQ by _____ Dth, maintaining the existing MDIQ, MSQ, and MDWQ relationship, as of _____, or any subsequent anniversary date, upon providing _____ [Notice period to be not less than the notice period required to terminate the entire contract] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDIQ, MSQ, and MDWQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDIQ, MSQ, and MDWQ on a non-geographic basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDIQ, MSQ, and MDWQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDIQ, MSQ, and MDWQ without being subject to the ROFR procedures.

PIPELINE: _____

CUSTOMER: _____

SUPERCEDES EXHIBIT C DATED: _____

**FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-2**

This Service Agreement, made and entered into this _____ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and (herein called "Customer", whether one or more),

WITNESSETH:

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 Pipeline and Customer 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 and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS-2, Pipeline agrees to deliver on a firm basis for Customer's account Quantities of Gas up to the following quantity:

Maximum Daily Quantity (MDQ) _____ dth

Pipeline shall receive for Customer's account, at the Customer Point(s), for transportation hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Equitrans Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall receive for Customer's account, at the Equitrans Point(s), for transportation hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage, as specified in the executed service agreement. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, as specified in the executed service agreement.

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on _____, and shall continue in effect until and including March 31, 2014, and from year to year thereafter unless terminated by either party upon one (1) year prior notice, prior to the end of the primary term or any successive term.

Customer hereby expressly acknowledges and agrees that, to the extent not utilized by Customer for transportation of Gas for Customer's account, Pipeline has the sole right to utilize any pipeline capacity attributable to facilities constructed by Pipeline to provide service pursuant to this Service Agreement as part of Pipeline's overall general system capacity. To that end, Customer agrees not to instigate or cause to be instigated any action designed to alter or increase Customer's right to utilize the pipeline capacity attributable to facilities constructed by Pipeline to provide service pursuant to this Service Agreement. Upon termination of this Service Agreement, all rights of Customer to the transportation service provided by the facilities constructed and utilized to provide service hereunder shall terminate and the capacity provided by such facilities shall be available without limitation for Pipeline's use as Pipeline in its sole discretion deems desirable. If Customer elects to terminate this Service Agreement, then notwithstanding such termination Customer shall continue to pay the monthly charge provided under Section 3.2(A) of Rate Schedule FTS-2 until the earlier of (i) the date Pipeline recovers through said monthly charge the full original cost of the facilities attributable to the service which has been terminated, or (ii) the date Pipeline makes effective its next general rate filing and begins receiving recovery on an alternate basis, which may include systemwide recovery, of the costs of facilities attributable to the service which has been terminated. At such time Customer shall cease paying the monthly charge attributable to the terminated service. In addition, if and to the extent that Customer terminates this Service Agreement and the Federal Energy Regulatory Commission or any other Agency having jurisdiction over the premises ever determines that the facilities attributable to such service are not used or useful in providing Natural Gas service on Pipeline's system or otherwise precludes Pipeline from recovering the full original cost of such facilities then Customer shall reimburse Pipeline the remaining initial cost of said facilities not previously recovered by Pipeline through depreciation charges. Such reimbursement shall not be applicable if and to the extent that Pipeline elects to terminate this Service Agreement.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS-2 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline, for all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS-2 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Pipeline's Rate Schedule FTS-2, (b) Pipeline's Rate Schedule FTS-2, pursuant to which service hereunder is rendered provided, however, that the firm character of service shall not be subject to change hereunder, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FTS-2. Pipeline agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Pipeline's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV

CUSTOMER POINT(S) AND EQUITRANS POINT(S)

Natural Gas to be received by Pipeline or for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Customer Point(s) or Equitrans Point(s), and Natural Gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated Equitrans Point(s) or Customer Point(s), in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), and receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

<u>Customer Point</u>	<u>Maximum Daily Obligation</u>	<u>Pressure Obligation</u>	<u>Measurement Responsibilities</u>
<u>Equitrans Point</u>	<u>Maximum Daily Obligation</u>	<u>Pressure Obligation</u>	<u>Measurement Responsibilities</u>

ARTICLE V

QUALITY

All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the law regarding conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents, the day and year first above written.

TEXAS EASTERN TRANSMISSION, LP
by its General Partner
Spectra Energy Transmission Services, LLC

By _____

By _____

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of _____ without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents, the day and year first above written.

TEXAS EASTERN TRANSMISSION, LP
by its General Partner
Spectra Energy Transmission Services, LLC

By _____

By _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-7

This Service Agreement, made and entered into this ____ day of _____, _____, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and _____ (herein called "Customer", whether one or more),

WITNESSETH:

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 Pipeline and Customer 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 and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS-7, Pipeline agrees to deliver on a firm basis for Customer's account Quantities of Gas up to the following quantity:

Maximum Daily Quantity (MDQ) _____ dth

Pipeline shall receive for Customer's account, at the Customer Point(s), for transportation hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall receive for Customer's account, at the CNG Point(s), for transportation hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage, as specified in the executed service agreement. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, as specified in the executed service agreement.

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on _____ and shall continue in force for a primary term of _____ years; and from year to year thereafter unless terminated by either party upon _____ year(s) prior written notice. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in

the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill. Notwithstanding the foregoing, service shall not be terminated unless and until Pipeline has received abandonment authority pursuant to Section 7 of the Natural Gas Act. Customer shall have the right to oppose Pipeline's application to the Federal Energy Regulatory Commission, or any successor agency, for such abandonment authority. For the 120 Days following termination of this Service Agreement, Pipeline shall utilize its best efforts to provide Customer with such additional interruptible transportation service, to be provided pursuant to Rate Schedule IT-1 or successor of Rate Schedule IT-1, as is necessary for Customer to withdraw and receive delivery of all Gas remaining in storage pursuant to CNG's Rate Schedule GSS.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS-7 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline for, all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS-7 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Pipeline shall have the right from time to time, by the filing of a revised rate schedule, to increase or decrease the rates, to change the form of the applicable rate schedule and to take such other and further action with respect thereto without further consent by Customer and such changes in rates and other changes shall become the Rate Schedule and Terms and Conditions under which the Gas shall be transported hereunder. Customer shall have the right to oppose any of the foregoing and to request reduction in rates to the extent that Customer is legally permitted to do so under the Natural Gas Act.

ARTICLE IV

CUSTOMER POINT(S) AND CNG POINT(S)

Natural Gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Customer Point(s) or CNG Point(s), and Natural Gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated CNG Point(s) or Customer Point(s), in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

<u>Customer Point</u>	<u>Maximum Daily Obligation</u>	<u>Pressure Obligation</u>	<u>Measurement Responsibilities</u>
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<u>CNG Point</u>	<u>Maximum Daily Obligation</u>	<u>Pressure Obligation</u>	<u>Measurement Responsibilities</u>
----------------------	-------------------------------------	--------------------------------	---

provided, however, receipt of Gas by Pipeline for Customer's account at Customer Point(s) shall be accomplished solely by the displacement of Gas quantities otherwise deliverable to Customer by Pipeline pursuant to other contractual arrangements between Pipeline and Customer, and which quantities shall be billed by Pipeline and paid by Customer as if such deliveries in fact occurred pursuant to the relevant contractual arrangements.

ARTICLE V

QUALITY

All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents, the day and year first above written.

TEXAS EASTERN TRANSMISSION, LP
by its General Partner
Spectra Energy Transmission Services, LLC

By _____

By _____

**FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FTS-8**

This Service Agreement, made and entered into this ____ day of _____, ____ by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and _____ (herein called "Customer", whether one or more),

WITNESSETH:

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 Pipeline and Customer 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 and agreements herein contained, the parties do covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FTS-8, Pipeline agrees to deliver on a firm basis for Customer's account Quantities of Gas up to the following quantity:

Maximum Daily Quantity (MDQ) _____ dth

Pipeline shall receive for Customer's account, at the Customer Point(s), for transportation hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall receive for Customer's account, at the CNG Point(s), for transportation hereunder daily Quantities of Gas up to Customer's MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer Point(s), such daily quantities tendered up to such Customer's MDQ.

Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage, as specified in the executed service agreement. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the applicable MDQ, as specified in the executed service agreement.

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on _____ and shall continue in force for a primary term of _____ years; and from year to year thereafter unless terminated by either party upon _____ year(s) prior written notice. Subject to Section 22 of Pipeline's General Terms and Conditions and without prejudice to such rights, this Service Agreement may be terminated at any time by Pipeline in

the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of such outstanding bill. Notwithstanding the foregoing, service shall not be terminated unless and until Pipeline has received abandonment authority pursuant to Section 7 of the Natural Gas Act. Customer shall have the right to oppose Pipeline's application to the Federal Energy Regulatory Commission, or any successor agency, for such abandonment authority. For the 120 Days following termination of this Service Agreement, Pipeline shall utilize its best efforts to provide Customer with such additional interruptible transportation service, to be provided pursuant to Rate Schedule IT-1 or successor of Rate Schedule IT-1, as is necessary for Customer to withdraw and receive delivery of all Gas remaining in storage pursuant to CNG's Rate Schedule GSS.

Any portions of this Service Agreement necessary to correct or cash-out imbalances under this Service Agreement as required by the General Terms and Conditions of Pipeline's FERC Gas Tariff, Volume No. 1, shall survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FTS-8 and of the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Federal Energy Regulatory Commission, all of which are by this reference made a part hereof.

Customer shall pay Pipeline for, all services rendered hereunder and for the availability of such service in the period stated, the applicable prices established under Pipeline's Rate Schedule FTS-8 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed.

Pipeline shall have the right from time to time, by the filing of a revised rate schedule, to increase or decrease the rates, to change the form of the applicable rate schedule and to take such other and further action with respect thereto without further consent by Customer and such changes in rates and other changes shall become the Rate Schedule and Terms and Conditions under which the Gas shall be transported hereunder. Customer shall have the right to oppose any of the foregoing and to request reduction in rates to the extent that Customer is legally permitted to do so under the Natural Gas Act.

ARTICLE IV

CUSTOMER POINT(S) AND CNG POINT(S)

Natural Gas to be received by Pipeline for Customer's account for service hereunder shall be received on the outlet side of the measuring station at or near the following designated Customer Point(s) or CNG Point(s), and Natural Gas to be delivered by Pipeline for Customer's account hereunder shall be delivered at the outlet side of the measuring stations at or near the following designated CNG Point(s) or Customer Point(s), in accordance with the Maximum Daily Receipt Obligation (MDRO) plus Applicable Shrinkage, Maximum Daily Delivery Obligation (MDDO), receipt and delivery pressure obligations and measurement responsibilities indicated below for each:

Customer <u>Point</u>	Maximum Daily <u>Obligation</u>	Pressure <u>Obligation</u>	Measurement <u>Responsibilities</u>
--------------------------	------------------------------------	-------------------------------	--

<u>CNG Point</u>	<u>Maximum Daily Obligation</u>	<u>Pressure Obligation</u>	<u>Measurement Responsibilities</u>
----------------------	-------------------------------------	--------------------------------	---

provided, however, receipt of Gas by Pipeline for Customer's account at Customer Point(s) shall be accomplished solely by the displacement of Gas quantities otherwise deliverable to Customer by Pipeline pursuant to other contractual arrangements between Pipeline and Customer, and which quantities shall be billed by Pipeline and paid by Customer as if such deliveries in fact occurred pursuant to the relevant contractual arrangements.

ARTICLE V

QUALITY

All Natural Gas tendered to Pipeline for Customer's account shall conform to the quality specifications set forth in Section 5 of Pipeline's General Terms and Conditions. Customer agrees that in the event Customer tenders for service hereunder and Pipeline agrees to accept Natural Gas which does not comply with Pipeline's quality specifications, as expressly provided for in Section 5 of Pipeline's General Terms and Conditions, Customer shall pay all costs associated with processing of such Gas as necessary to comply with such quality specifications.

ARTICLE VI

ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) Pipeline:
- (b) Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE VII

ASSIGNMENTS

Any Company which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer, or of Pipeline, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Service Agreement; and either Customer or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter; otherwise, neither Customer nor Pipeline shall assign this Service Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other; provided further, however, that neither Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Texas without recourse to the law governing conflict of laws.

This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX

CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents, the day and year first above written.

TEXAS EASTERN TRANSMISSION, LP
by its General Partner
Spectra Energy Transmission Services, LLC

By _____

By _____

DOMINION TRANSMISSION, INC.

FERC GAS TARIFF

FOURTH REVISED VOLUME NO. 1

(Superseding Third Revised Volume No. 1)

of

DOMINION TRANSMISSION, INC.

Filed with

The Federal Energy Regulatory Commission

Communications Concerning This Tariff
Should Be Addressed to:

Machelle F. Grim
Director – Gas Regulation & FERC Compliance
Dominion Resources Services, Inc.
701 East Cary Street
Richmond, VA 23219

Phone 804-771-3805
Facsimile 804-771-4763

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PRELIMINARY STATEMENT

Dominion Transmission, Inc. ("DTI") is a Delaware corporation, and a subsidiary of Dominion Resources, Inc. DTI produces, transports, stores, purchases and sells natural gas to customers principally in New York, Ohio, West Virginia and Pennsylvania. It renders transportation and storage service to customers throughout its system and in off-system markets, under authorization granted by the Federal Energy Regulatory Commission.

DTI's main transmission facilities are located in West Virginia, Ohio, Pennsylvania, New York, Virginia and Maryland, and its storage facilities are located in West Virginia, Pennsylvania and New York. DTI extracts by-products, principally from gas supplies in West Virginia. It produces gas from local sources in West Virginia, Pennsylvania, and New York. DTI ships gas from these and other Appalachian sources, and from interconnections with various other interstate pipelines.

DTI performs the services described in this FERC Gas Tariff only under written contract, which DTI determines to be acceptable. If any such contract is to become operative only upon performance of certain conditions precedent, DTI reserves the right to require a separate written agreement specifying the conditions that must be satisfied before the contract or service from DTI becomes operative.

DTI maintains this FERC Gas Tariff in compliance with Part 154, Subpart B, Title 18 of the Code of Federal Regulations.

STATEMENT OF APPLICABLE RATES

RATE TYPE	TARIFF RECORD NO.
MCS and TTT - Usage Rates 1/	10.1
MCS and TTT - Usage Rates 2/	10.2
FT, FTNN, FTSC & IT - Reservation and Usage Rates 1/	10.5
FT, FTNN, FTSC & IT - Reservation and Usage Rates 2/	10.6
GSS, GSS-E, and ISS - Reservation and Usage Rates 1/	10.30
GSS, GSS-E, and ISS - Reservation and Usage Rates 2/	10.31
Incremental Transportation Rates 1/	10.50
Incremental Transportation Rates 2/	10.51
Incremental Storage Rates	10.60
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1/ Applicable to Settling Parties Pursuant to the March 29, 2005, Stipulation in Docket Nos. RP97-406, RP00-15, RP00-344 and RP00-632	
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APPLICABLE TO SETTLING PARTIES PURSUANT TO THE MARCH 29, 2005, STIPULATION
 IN DOCKET NOS. RP97-406, RP00-15, RP00-344 and RP00-632

(FOR RATES APPLICABLE TO SEVERED PARTIES IN THE ABOVE REFERENCED DOCKETS SEE TARIFF RECORD 10.31)

RATES APPLICABLE TO RATE SCHEDULES IN
 FERC GAS TARIFF, VOLUME NO. 1
 (\$ per DT)

Rate Schedule	Rate Component	Base Tariff Rate [1]	Current Acct 858 Base	Current EPCA Base	TCRA [5] Surcharge	EPCA [6] Surcharge	FERC ACA	Current Rate
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
GSS [2], [4]								
	Storage Demand	\$1.7984	\$0.0665	\$0.0201	(\$0.0020)	(\$0.0042)	-	\$1.8788
	Storage Capacity	\$0.0145	-	-	-	-	-	\$0.0145
	Injection Charge	\$0.0154	-	\$0.0108	\$0.0001	\$0.0020	-	\$0.0283
	Withdrawal Charge	\$0.0154	-	-	\$0.0001	\$0.0020	\$0.0018	\$0.0193
	GSS-TE Surcharge [3]	-	\$0.0046	-	\$0.0005	-	-	\$0.0051
	Demand Charge Adjustment	\$21.5808	\$0.7980	\$0.2412	(\$0.0240)	(\$0.0504)	-	\$22.5456
	From Customers Balance	\$0.6163	\$0.0147	\$0.0044	(\$0.0003)	\$0.0011	\$0.0018	\$0.6380
GSS-E [2], [4]								
	Storage Demand	\$2.2113	\$0.0665	\$0.0201	(\$0.0020)	(\$0.0042)	-	\$2.2917
	Storage Capacity	\$0.0369	-	-	-	-	-	\$0.0369
	Injection Charge	\$0.0154	-	\$0.0108	\$0.0001	\$0.0020	-	\$0.0283
	Withdrawal Charge	\$0.0154	-	-	\$0.0001	\$0.0020	\$0.0018	\$0.0193
	Authorized Overruns	\$1.0657	\$0.0147	\$0.0044	(\$0.0003)	\$0.0011	\$0.0018	\$1.0874
ISS [2]								
	ISS Capacity	\$0.0736	\$0.0022	\$0.0007	(\$0.0001)	(\$0.0001)	-	\$0.0763
	Injection Charge	\$0.0154	-	\$0.0108	\$0.0001	\$0.0020	-	\$0.0283
	Withdrawal Charge	\$0.0154	-	-	\$0.0001	\$0.0020	\$0.0018	\$0.0193
	Authorized Overrun/from Cust. Bal	\$0.6163	\$0.0147	\$0.0044	(\$0.0003)	\$0.0011	\$0.0018	\$0.6380
	Excess Injection Charge	\$0.2245	-	\$0.0108	\$0.0001	\$0.0020	-	\$0.2374

[1] The base tariff rate is the effective rate on file with the FERC, excluding adjustments approved by the Commission.

[2] Storage Service Fuel Retention Percentage is 2.28% plus Adders of 0.28% (RP00-632 S&A approved 9/13/01) totaling 2.56%.

[3] Applies to withdrawals made under Rate Schedule GSS, Section 5.1.G.

[4] Daily Capacity Release Rate for GSS per Dt is \$0.6187. Daily Capacity Release Rate for GSS-E per Dt is \$1.0681.

[5] 858 over/under from previous TCRA period.

[6] Electric over/under from previous EPCA period.

TARIFF RATE SCHEDULES

<u>RATE SCHEDULE</u>	<u>SERVICE</u>	<u>TARIFF RECORD NO.</u>
FT	Firm Transportation Service	20.1
FTNN	Firm Transportation, No-Notice Service	20.2
IT	Interruptible Transportation Service	20.3
MCS	Market Center Services	20.4
GSS	General Storage Service	20.20
GSS 7(c)	General Storage Service , Section 7(c)	20.21
GSS-E	General Storage Service - Expansion	20.22
ISS	Interruptible Storage Service	20.23
TTT	Title Transfer Tracking Service	20.40
DPO	Delivery Point Operator Service	20.41
CSC	Citygate Swing Customer Service	20.42
MPS	Mainline Pooling Service	20.43
USS	Unbundled Sales Service	20.44

GSS RATE SCHEDULE
General Storage Service

1. AVAILABILITY

- 1.1 This open-access Rate Schedule is available to any person ("Customer"), its assignee or Replacement Customer, without undue discrimination or preference, for the purchase of natural gas storage service from Dominion Transmission, Inc. ("Pipeline"), where:
- A. Customer has entered into a Service Agreement prior to April 1, 2002, or has been awarded capacity in accordance with Section 23, 24, or 43 of the General Terms and Conditions ("GT&C") of this Tariff. And,
 - B. Pipeline and Customer have entered into a Service Agreement that conforms to the form of Service Agreement for Part 284 storage service contained in this Tariff, in which Pipeline agrees to receive and redeliver stated quantities of gas to Customer at specified Delivery Point(s) at which facilities of Pipeline and Customer connect or at which gas is received and redelivered for the account of Customer. All necessary transportation services will be the sole responsibility of Customer unless otherwise agreed by Pipeline. And,
 - C. Customer is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the General Terms and Conditions of this Tariff.
- 1.2 This Rate Schedule will be made available for new or expanded service only when, in Pipeline's judgment, it has capability to render such service after meeting its other obligations. Pipeline is not required to provide any requested services for which it does not have such available capability, or that would require Pipeline to construct or acquire any new facilities, except as provided in GT&C Section 37.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to storage service rendered by Pipeline to Customer under the Service Agreement executed for service hereunder. Service rendered under this Rate Schedule, within the limitations described in Sections 7 and 8 below, shall be firm and shall not be subject to curtailment, interruption, or discontinuance except as provided herein or in the General Terms and Conditions of this Tariff.

3. STORAGE DEMAND AND CAPACITY

The executed Service Agreement shall specify the Storage Demand and the Storage Capacity, as defined in the General Terms and Conditions of this Tariff.

4. RATE

The applicable rates and charges under this Rate Schedule shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff, and these rates and charges are incorporated herein by reference.

5. MONTHLY BILL

- 5.1 For natural gas storage service under this Rate Schedule, Customer shall pay Pipeline each month the following:

GSS RATE SCHEDULE
General Storage Service

- A. A Storage Demand Charge. A charge per month per Dt of Storage Demand.
 - B. A Storage Capacity Charge. A charge per month per Dt of Storage Capacity.
 - C. An Injection Charge. A charge per Dt for all gas injected during the billing month.
 - D. A Withdrawal Charge. A charge per Dt for all gas withdrawn during the billing month.
 - E. A "From Customer's Balance" Charge. A charge per Dt for all gas withdrawn for Customer under Section 9 of this Rate Schedule, during the billing month.
 - F. Any Applicable Penalties. For excess daily injection overruns, injections in excess of Storage Capacity, and excess withdrawals, as required by Section 35.3 of the General Terms and Conditions.
 - G. A GSS-TETCO Charge. A charge per Dt for all gas withdrawn during the billing month. This charge shall apply only to service rendered under this Rate Schedule to former customers of Texas Eastern Transmission Corporation under Texas Eastern's Rate Schedule(s) SS-2 and/or SS-3.
 - H. Any other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff.
- 5.2 Fuel Retention. Pipeline will retain the percentage of gas received for injection as set forth on Tariff Record No. 10.30 as the Storage Service Fuel Retention Percentage.
- 5.3 In the event Customer has failed to meet the minimum turnover requirements of Section 8.7 below, Pipeline shall retain the quantity of gas required by Section 35.3.D of the General Terms and Conditions.
- 5.4 Notwithstanding the provisions of Sections 5.1-5.3, for any Day during the Summer Period that a Customer gives Pipeline both (a) notice under Section 7 of this Rate Schedule for injections into storage, and (b) notice under Section 8 of this Rate Schedule for withdrawals from storage, to the extent that quantities tendered for injection and the quantities requested to be withdrawn are equal and such quantities are redelivered by Pipeline at the same injection/withdrawal point for subsequent transportation, the injection withdrawal charges in Section 5.1 above shall not apply. Instead, there shall be a Usage Charge of \$0.01 per dekatherm times the quantity of gas tendered for injection plus \$0.01 per dekatherm times the quantity of gas requested for withdrawal. To the extent that such quantities tendered for injection and requested for withdrawal are not equal, the injection/withdrawal charges reflected on the currently effective Tariff Record No. 10.30 shall apply to the net difference.
- 5.5 Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.E and/or 5.1.G of this Rate Schedule.
6. MINIMUM MONTHLY BILL

Unless Pipeline and Customer agree otherwise as provided in Section 5.5, above, the minimum monthly bill shall be the sum of the Storage Demand Charge and the Storage Capacity Charge, and any other applicable charges as set forth in the General Terms and Conditions of Pipeline's Tariff .

GSS RATE SCHEDULE
General Storage Service

7. INJECTIONS INTO STORAGE

7.1 Receipt Points. The executed Service Agreement shall specify the Receipt Point(s) for quantities tendered by Customer to Pipeline for storage injection, as follows:

- A. All Customers receiving service under this Rate Schedule pursuant to a Service Agreement executed as a result of conversions from sales service as part of the Settlement in Docket No. RP88-211 and/or the restructuring of Pipeline's services in Docket No. RS92-14, or any similar or related proceeding, may deliver gas to Pipeline for injection into storage in accordance with Section 7.2 below by nominating storage injection quantities under Customer's FT or FTNN Service Agreement at any Primary or Secondary Receipt Point specified therein, for delivery into storage; provided however, that nothing in this Section 7.1.A. shall excuse Customer from complying with any provision of the executed Service Agreement requiring delivery of gas for storage injection at specific Receipt Points.
- B. As to any quantities injected by Pipeline for Customer's account which were delivered to Pipeline under Customer's FT or FTNN Service Agreement, payment of the demand and injection charges under this Rate Schedule, or, if applicable, such other charges mutually agreed upon by Pipeline and Customer, shall be deemed to satisfy Customer's obligation to pay the usage charge specified in Section 5.1.B., and the Transportation Service Fuel Retention Percentage specified in Section 5.2, of Rate Schedule FT or FTNN (excluding any applicable Tariff Record No. 10.70 provision).
- C. Any Customers receiving service under this Rate Schedule pursuant to a Service Agreement that is not subject to Section 7.1.A. above may deliver gas to Pipeline under such Service Agreements in accordance with Section 7.2 below for injection at the Receipt Points specified in the executed Service Agreement. Such Receipt Points will be deemed to be Primary Receipt Points, as defined in the General Terms and Conditions of this Tariff, for quantities tendered up to the Daily Injection Entitlement described in Section 7.4.A. of this Rate Schedule.

7.2 General Procedure. For any Day when Customer desires Pipeline to store gas for its account under this Rate Schedule, it shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas it desires to have injected into storage on such Day. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall inject into storage for Customer's account on such Day, the quantity of gas so nominated, subject to the limitations set forth below in this Section 7.

7.3 Reserved.

7.4 Summer Period Injections.

- A. Daily Injection Entitlement. Unless provided otherwise in Customer's Service Agreement, during any Summer Period, the quantity of gas which Customer shall be entitled to tender to Pipeline for injection into storage on any one Day is one- one hundred eightieth (1/180th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is less than or equal to one half of Customer's Storage Capacity, and one-two hundred fourteenth (1/214th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is greater than one half of Customer's Storage Capacity. These limitations upon daily injection entitlement are subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.

GSS RATE SCHEDULE
General Storage Service

- B. **Additional Injections.** Any Customer may nominate to Pipeline under Section 7.2 above quantities for injection that are in addition to Customer's daily injection entitlements, as set forth in Section 7.4.A. Additional storage injections shall include gas injected into storage under Rate Schedule FTNN, to the extent such injections exceed Customer's daily entitlements. Pipeline shall endeavor to inject on any one Day, as much of Customer's storage nominations for such Day as operating conditions will permit. If the total of all nominations for storage injection for such Day together with Pipeline's injections into storage under Rate Schedule FTNN exceed the total quantity which Pipeline can inject or cause to be injected into storage on such Day, then the nominations for additional injections on such Day shall be allocated pro rata at each storage injection Receipt Point, based upon Customer's actual confirmed nomination to tender gas for injection at that Receipt Point.
- C. **Maximum Daily Injection Quantity.** The maximum daily injection quantity for Customer shall be the sum of Customer's daily injection entitlement as set forth in Section 7.4.A. above, plus any additional injection quantities that Pipeline has agreed to accept pursuant to Section 7.4.B. above.

7.5 Winter Period Injections.

- A. Unless provided otherwise in Customer's Service Agreement, during the Winter Period, Customer may tender to Pipeline quantities up to one two- hundred fourteenth (1/214th) of Customer's Storage Capacity for injection into storage, unless Pipeline has issued an operational flow order in accordance with Section 11B of the General Terms and Conditions, governing Winter Period injections. This limitation upon daily injections is subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. While such operational flow order is in effect:
 - 1. From time to time, Pipeline may post, on its Electronic Bulletin Board ("EBB"), Receipt Points where Customer may tender quantities for injection and any conditions applicable to injection through such Receipt Points.
 - 2. Pipeline may limit or refuse to accept injections not tendered in accordance with the operational flow order and EBB notice, unless Pipeline has expressly agreed in the executed Service Agreement to accept specific quantities at specified points on a firm basis during the Winter Period.
 - 3. Pipeline will continue to inject gas for balancing purposes under FTNN, but Customer's Storage Gas Balance will not be credited with such quantities for the purposes of establishing Customer's daily entitlement to withdraw gas, as set forth in Section 8 of this Rate Schedule, until March 31 of the Winter Period in which the operational flow order is in effect, unless the gas is received by Pipeline at the Receipt Points specified in the EBB notice.

- 7.6 Pipeline shall be obligated to inject gas into storage for Customer's account only when Customer's Storage Gas Balance is less than Customer's Storage Capacity.

8. WITHDRAWALS FROM STORAGE

- 8.1 **Delivery Points.** Each executed Service Agreement shall specify the Delivery Points for all gas withdrawn from storage.

GSS RATE SCHEDULE
General Storage Service

- A. If Customer does not require firm transportation by Pipeline from Pipeline's storage pools, or if Pipeline requires that deliveries be made to Customer at points distant from Pipeline's storage pools for operational reasons, the Delivery Point(s) shall be the point(s) of interconnection between Pipeline's facilities and Customer's or Customer's Transporter's facilities, as specified in the Service Agreement.
 - B. If Customer's Service Agreement specifies a single Receipt Point for injection quantities and Customer requires delivery of all withdrawal quantities at that same point, then the Delivery Point shall be the same as the Receipt Point.
 - C. If Customer requires transportation by Pipeline from Pipeline's storage pools then the Delivery Point(s) shall be the storage pool withdrawal point(s) specified in Customer's FT-GSS Service Agreement under Rate Schedule FT, Section 9 or Customer's FTNN-GSS Service Agreement under Rate Schedule FTNN, Section 8.
 - D. Such Delivery Point(s) will be deemed to be Primary Delivery Points, within the meaning set forth in the General Terms and Conditions of this Tariff.
- 8.2 General Procedure. For any Day when Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff the quantity of gas under this Rate Schedule during such Day. Upon any necessary confirmation, Pipeline shall thereupon deliver to Customer at the Delivery Points the quantity of gas so nominated, subject to each of the limitations set forth below in this Section 8.
- 8.3 Reserved.
- 8.4 Reduction in Customer's Daily Entitlement.
- A. To the extent not otherwise provided in Customer's Service Agreement, if at the end of any Day Customer's Storage Gas Balance is less than or equal to 35 percent, but greater than 16 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 8 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 16 percent, but greater than 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 30 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 37 percent of such Customer's Storage Demand.
 - B. If Customer's Storage Demand is equal to or less than one-one hundred fortieth (1/140th) of Customer's Storage Capacity, or if the Service Agreement provides that Pipeline has the right to interrupt the storage service, then the reductions in daily entitlement specified in Section 8.4.A. above shall not apply.
 - C. Transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions shall be treated as a reduction in the Storage Gas Balance of the Transferring Customer, and an increase in the Storage Gas Balance of the Receiving Customer.
- 8.5 Minimum Storage Gas Balance and Additional Reduction in Customer's Daily Entitlement.
- A. Each Customer must maintain a Storage Gas Balance equal to or greater than the following

GSS RATE SCHEDULE
General Storage Service

percentages of Storage Capacity on each Day during the following Winter Period months:

December	35%
January	35%
February	15%

- B. If Customer does not maintain the required Storage Gas Balance then, commencing on such Day and continuing until Customer's Storage Gas Balance is at the level required under Section 8.5.A., Pipeline's obligation to make deliveries to Customer shall be reduced by 10 percent of the lesser of (1) Customer's Storage Demand or (2) Pipeline's obligation to deliver as established pursuant to Section 8.4 above.
- 8.6 Limitations on Withdrawals. During any calendar month, Pipeline shall not be obligated to deliver a daily average in excess of the following: (1) more than 70 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is equal to or greater than one-sixtieth (1/60th) of Customer's Storage Capacity, or (2) more than 87.5 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is less than one-sixtieth (1/60th) of Customer's Storage Capacity. Pipeline may issue an operational flow order to limit storage withdrawals, in accordance with Section 11B of the General Terms and Conditions of this Tariff. The limitations under this Section 8.6 shall not apply to transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions.
- 8.7 Minimum Turnover. The "Aggregate Minimum Turnover" obligation associated with each GSS capacity entitlement during the Minimum Turnover Period (i.e., each period beginning November 1 of any calendar year and ending April 15 of the next succeeding calendar year) shall be equal to the amount by which Customer's Storage Gas Balance as of November 1 exceeds 35 percent of Customer's Storage Capacity as of that same date. "Turnover" shall mean withdrawals from storage during the Minimum Turnover Period, as such may be adjusted as appropriate (whether upward or downward) for one or more Inventory Transfers (other than transfers of Winter Period Injections) during the Minimum Turnover Period effectuated pursuant to GT&C Section 34.4. If the required Aggregate Minimum Turnover has not been met or exceeded, then Customer(s) will be subject to the charges set forth in GT&C Section 35.3.D. The Aggregate Minimum Turnover obligation shall be the responsibility, in the first instance, of the Customer holding such GSS capacity entitlement on November 1 ("November 1 Customer"); however, the November 1 Customer (and any Storage Replacement Customer) may reassign responsibility for some or all of the Aggregate Minimum Turnover obligation through establishment of a Minimum Turnover obligation applicable to (1) any release of such GSS capacity entitlement, as specified in GT&C Section 23.2.F.14.c, and/or (2) any inventory transfer, as specified in GT&C Section 34.4.
9. DELIVERIES OF STORAGE GAS IN EXCESS OF ENTITLEMENT
- 9.1 From Customer's Balance. Customer may request Pipeline to deliver gas to Customer on any Day in addition to the quantity that Customer is entitled to withdraw, as established pursuant to Section 8 of this Rate Schedule, and Pipeline will make such delivery if such gas is available from Customer's Storage Gas Balance, unless Pipeline issues an OFO pursuant to Section 11B.3.E. of the General Terms and Conditions because, in Pipeline's sole judgment, such delivery cannot be made without adverse effect upon deliveries to other Customers or to Pipeline's other operations.
- 9.2 For all quantities of gas delivered under the provisions of this Section, unless Pipeline and Customer agree otherwise, Customer shall pay Pipeline at the rate per Dt set forth at the currently effective Tariff Record No. 10.30 of this Tariff for Excess Deliveries from Customer's Balance.

GSS RATE SCHEDULE
General Storage Service

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

GSS RATE SCHEDULE
General Storage Service , Section 7(c)

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any person ("Customer") for the purchase of natural gas storage service from Dominion Transmission , Inc. ("Pipeline"), where Pipeline has obtained case-specific Commission authorization pursuant to Section 7(c) of the Natural Gas Act to serve Customer under this Rate Schedule or its predecessor, Rate Schedule GSS; and subsequent to January 6, 1998, also where
- A. Customer has requested service under this Rate Schedule pursuant to Section 11A of the General Terms and Conditions of this Tariff. And,
 - B. After review and acceptance of such request by Pipeline, Pipeline and Customer have entered into a Service Agreement that conforms to the form of Service Agreement for Section 7(c) storage service contained in this Tariff, in which Pipeline agrees to receive and redeliver stated quantities of gas to Customer at specified Delivery Point(s) at which facilities of Pipeline and Customer connect or at which gas is received and redelivered for the account of Customer. All necessary transportation services will be the sole responsibility of Customer unless otherwise agreed by Pipeline. And,
 - C. Customer is willing and able to pay the maximum rates hereunder, or such other rate to which Pipeline and Customer mutually agree in accordance with the General Terms and Conditions of this Tariff.
- 1.2 This Rate Schedule will be made available for new or expanded service only when, in Pipeline's judgment, it has capability to render such service after meeting its other obligations. Pipeline is not required to provide any requested service for which it does not have available capability, or that would require Pipeline to file an application with the Commission, or that would require Pipeline to construct or acquire any new facilities.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to storage service rendered by Pipeline to Customer under the service agreement executed for service hereunder. Service rendered under this Rate Schedule, within the limitations described in Sections 7 and 8 below, shall be firm and shall not be subject to curtailment, interruption, or discontinuance except as provided herein or in the General Terms and Conditions of this Tariff.

3. STORAGE DEMAND AND CAPACITY

The executed Service Agreement shall specify the Storage Demand and the Storage Capacity, as defined in the General Terms and Conditions of this Tariff. For those Service Agreements executed prior to April 1, 1978 where the Storage Capacity and Storage Demand is expressed in Mcf, the Storage Capacity and Storage Demand in Dt for billing hereunder shall be determined based upon an average heating value of 1028 Btu.

4. RATE

The applicable rates and charges under this Rate Schedule shall include all applicable rates and charges set forth in the currently effective Statement of Applicable Rates of this Tariff, and these rates and charges are incorporated herein by reference.

GSS RATE SCHEDULE
General Storage Service , Section 7(c)

5. MONTHLY BILL

- 5.1** For natural gas storage service under this Rate Schedule, Customer shall pay Pipeline each month the following:
- A.** A Storage Demand Charge. A charge per month per Dt of Storage Demand.
 - B.** A Storage Capacity Charge. A charge per month per Dt of Storage Capacity.
 - C.** An Injection Charge. A charge per Dt for all gas injected during the billing month.
 - D.** A Withdrawal Charge. A charge per Dt for all gas withdrawn during the billing month.
 - E.** A "From Customer's Balance" Charge. A charge per Dt for all gas withdrawn for Customer under Section 9 of this Rate Schedule, during the billing month.
 - F.** Any Applicable Penalties. For excess daily injection overruns, injections in excess of Storage Capacity, and excess withdrawals, as required by Section 35.3 of the General Terms and Conditions.
 - G.** A GSS-TETCO Charge. A charge per Dt for all gas withdrawn during the billing month. This charge shall apply only to service rendered under this Rate Schedule to former customers of Texas Eastern Transmission Corporation under Texas Eastern's Rate Schedule(s) SS-2 and/or SS-3.
 - H.** Any other applicable rates, charges, and penalties as set forth in the General Terms and Conditions of this Tariff.
- 5.2** Fuel Retention. Pipeline will retain the percentage of gas received for injection as set forth on Tariff Record No. 10.30 as the Storage Service Fuel Retention Percentage.
- 5.3** In the event Customer has failed to meet the minimum turnover requirements of Section 8.7 below, Pipeline shall retain the quantity of gas required by Section 35.3.D of the General Terms and Conditions.
- 5.4** Notwithstanding the provisions of Sections 5.1-5.3, for any Day during the Summer Period that a Customer gives Pipeline both (a) notice under Section 7 of this Rate Schedule for injections into storage, and (b) notice under Section 8 of this Rate Schedule for withdrawals from storage, to the extent that quantities tendered for injection and the quantities requested to be withdrawn are equal and such quantities are redelivered by Pipeline at the same injection/withdrawal point for subsequent transportation, the injection withdrawal charges in Section 5.1 above shall not apply. Instead, there shall be a Usage Charge of \$0.01 per dekatherm times the quantity of gas tendered for injection plus \$0.01 per dekatherm times the quantity of gas requested for withdrawal. To the extent that such quantities tendered for injection and requested for withdrawal are not equal, the injection/withdrawal charges reflected on the currently effective Tariff Record No. 10.30 shall apply to the net difference.
- 5.5** Notwithstanding the general provision of Sections 4 and 5.1, above, if Pipeline and Customer mutually agree to negotiated rates for service hereunder, such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Sections 5.1.A through 5.1.E and/or 5.1.G of this Rate Schedule.

GSS RATE SCHEDULE
General Storage Service , Section 7(c)

6. MINIMUM MONTHLY BILL

Unless Pipeline and Customer agree otherwise as provided in Section 5.5, above, the minimum monthly bill shall be the sum of the Storage Demand Charge and the Storage Capacity Charge, and any other applicable charges as set forth in the General Terms and Conditions of Pipeline's Tariff.

7. INJECTIONS INTO STORAGE

7.1 Receipt Points. The executed Service Agreement shall specify the Receipt Point(s) for quantities tendered by Customer to Pipeline for storage injection. Such Receipt Points will be deemed to be Primary Receipt Points, as defined in the General Terms and Conditions of this Tariff, for quantities tendered up to the Daily Injection Entitlement described in Section 7.4.A. of this Rate Schedule.

7.2 General Procedure. For any Day when Customer desires Pipeline to store gas for its account under this Rate Schedule, it shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff, specifying the quantity of gas it desires to have injected into storage on such Day. When Customer's nominations are confirmed and scheduled as required by this Tariff, Pipeline shall inject into storage for Customer's account on such Day, the quantity of gas so nominated, subject to the limitations set forth below in this Section 7.

7.3 Reserved.

7.4 Summer Period Injections.

- A. Daily Injection Entitlement. Unless provided otherwise in Customer's Service Agreement, during any Summer Period, the quantity of gas which Customer shall be entitled to tender to Pipeline for injection into storage on any one Day is one- one hundred eightieth (1/180th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is less than or equal to one half of Customer's Storage Capacity, and one-two hundred fourteenth (1/214th) of Customer's Storage Capacity whenever Customer's Storage Gas Balance is greater than one half of Customer's Storage Capacity. These limitations upon daily injection entitlement are subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
- B. Additional Injections. Any Customer may nominate to Pipeline under Section 7.2 above quantities for injection that are in addition to Customer's daily injection entitlements, as set forth in Section 7.4.A. Additional storage injections shall include gas injected into storage under Rate Schedule FTNN, to the extent such injections exceed Customer's daily entitlements. Pipeline shall endeavor to inject on any one Day, as much of Customer's storage nominations for such Day as operating conditions will permit. If the total of all nominations for storage injection for such Day together with Pipeline's injections into storage under Rate Schedule FTNN exceed the total quantity which Pipeline can inject or cause to be injected into storage on such Day, then the nominations for additional injections on such Day shall be allocated pro rata at each storage injection Receipt Point, based upon Customer's actual confirmed nomination to tender gas for injection at that Receipt Point.
- C. Maximum Daily Injection Quantity. The maximum daily injection quantity for Customer shall be the sum of Customer's daily injection entitlement as set forth in Section 7.4.A. above, plus any additional injection quantities that Pipeline has agreed to accept pursuant to Section 7.4.B. above.

7.5 Winter Period Injections.

GSS RATE SCHEDULE
General Storage Service , Section 7(c)

- A. Unless provided otherwise in Customer's Service Agreement, during the Winter Period, Customer may tender to Pipeline quantities up to one two- hundred fourteenth (1/214th) of Customer's Storage Capacity for injection into storage, unless Pipeline has issued an operational flow order in accordance with Section 11B of the General Terms and Conditions, governing Winter Period injections. This limitation upon daily injections is subject to the tolerance levels set forth in Section 35.3.A of the General Terms and Conditions.
 - B. While such operational flow order is in effect:
 - 1. From time to time, Pipeline may post, on its Electronic Bulletin Board ("EBB"), Receipt Points where Customer may tender quantities for injection and any conditions applicable to injection through such Receipt Points.
 - 2. Pipeline may limit or refuse to accept injections not tendered in accordance with the operational flow order and EBB notice, unless Pipeline has expressly agreed in the executed Service Agreement to accept specific quantities at specified points on a firm basis during the Winter Period.
 - 3. Pipeline will continue to inject gas for balancing purposes under FTNN, but Customer's Storage Gas Balance will not be credited with such quantities for the purposes of establishing Customer's daily entitlement to withdraw gas, as set forth in Section 8 of this Rate Schedule, until March 31 of the Winter Period in which the operational flow order is in effect, unless the gas is received by Pipeline at the Receipt Points specified in the EBB notice.
- 7.6 Pipeline shall be obligated to inject gas into storage for Customer's account only when Customer's Storage Gas Balance is less than Customer's Storage Capacity.
8. WITHDRAWALS FROM STORAGE
- 8.1 Delivery Points. Each executed Service Agreement shall specify the Delivery Points for all gas withdrawn from storage.
- A. If Customer does not require firm transportation by Pipeline from Pipeline's storage pools, or if Pipeline requires that deliveries be made to Customer at points distant from Pipeline's storage pools for operational reasons, the Delivery Point(s) shall be the point(s) of interconnection between Pipeline's facilities and Customer's or Customer's Transporter's facilities, as specified in the Service Agreement.
 - B. If Customer's Service Agreement specifies a single Receipt Point for injection quantities and Customer requires delivery of all withdrawal quantities at that same point, then the Delivery Point shall be the same as the Receipt Point.
 - C. If Customer requires transportation by Pipeline from Pipeline's storage pools then the Delivery Point(s) shall be those point(s) specified in the Service Agreement.
 - D. Such Delivery Point(s) will be deemed to be Primary Delivery Points, within the meaning set forth in the General Terms and Conditions of this Tariff.

GSS RATE SCHEDULE
General Storage Service , Section 7(c)

- 8.2 General Procedure. For any Day when Customer desires the delivery of gas stored for Customer's account under this Rate Schedule, Customer shall nominate to Pipeline in accordance with the General Terms and Conditions of this Tariff the quantity of gas under this Rate Schedule during such Day. Upon any necessary confirmation, Pipeline shall thereupon deliver to Customer at the Delivery Points the quantity of gas so nominated, subject to each of the limitations set forth below in this Section 8.
- 8.3 Reserved.
- 8.4 Reduction in Customer's Daily Entitlement.
- A. To the extent not otherwise provided in Customer's Service Agreement, if at the end of any Day Customer's Storage Gas Balance is less than or equal to 35 percent, but greater than 16 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 8 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 16 percent, but greater than 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 30 percent of such Customer's Storage Demand. If Customer's Storage Gas Balance at the end of any Day is less than or equal to 10 percent of Customer's Storage Capacity, then Pipeline's obligation to make deliveries to Customer shall be reduced by 37 percent of such Customer's Storage Demand.
- B. If Customer's Storage Demand is equal to or less than one-one hundred fortieth (1/140th) of Customer's Storage Capacity, or if the Service Agreement provides that Pipeline has the right to interrupt the storage service, then the reductions in daily entitlement specified in Section 8.4.A. above shall not apply.
- C. Transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions shall be treated as a reduction in the Storage Gas Balance of the Transferring Customer, and an increase in the Storage Gas Balance of the Receiving Customer.
- 8.5 Minimum Storage Gas Balance and Additional Reduction in Customer's Daily Entitlement.
- A. Each Customer must maintain a Storage Gas Balance equal to or greater than the following percentages of Storage Capacity on each Day during the following Winter Period months:
- | | |
|----------|-----|
| December | 35% |
| January | 35% |
| February | 15% |
- B. If Customer does not maintain the required Storage Gas Balance then, commencing on such Day and continuing until Customer's Storage Gas Balance is at the level required under Section 8.5.A., Pipeline's obligation to make deliveries to Customer shall be reduced by 10 percent of the lesser of (1) Customer's Storage Demand or (2) Pipeline's obligation to deliver as established pursuant to Section 8.4 above.
- 8.6 Limitations on Withdrawals. During any calendar month, Pipeline shall not be obligated to deliver a daily average in excess of the following: (1) more than 70 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is equal to or greater than one-sixtieth (1/60th) of Customer's Storage Capacity, or (2) more than 87.5 percent of the Customer's daily entitlement described under Section 8.4, if Customer's Storage Demand is less than one-sixtieth (1/60th) of Customer's Storage Capacity. Pipeline may issue an operational flow order to limit storage

GSS RATE SCHEDULE
General Storage Service , Section 7(c)

withdrawals, in accordance with Section 11B of the General Terms and Conditions of this Tariff. The limitations under this Section 8.6 shall not apply to transfers of storage inventory in accordance with Section 34 of the General Terms and Conditions.

- 8.7 Minimum Turnover. By April 15 of any year, Customer's total withdrawals from storage since the beginning of the preceding, just completed, Winter Period must be equal to or greater than the amount by which Customer's Storage Gas Balance as of November 1 of the preceding calendar year exceeds 35 percent of Customer's Storage Capacity. If Customer has failed to withdraw such quantities, then Customer will be subject to the penalties of Section 35.3.D of the General Terms and Conditions.

9. DELIVERIES OF STORAGE GAS IN EXCESS OF ENTITLEMENT

- 9.1 From Customer's Balance. Customer may request Pipeline to deliver gas to Customer on any Day in addition to the quantity that Customer is entitled to withdraw, as established pursuant to Section 8 of this Rate Schedule, and Pipeline will make such delivery if such gas is available from Customer's Storage Gas Balance, unless Pipeline issues an OFO pursuant to Section 11B.3.E. of the General Terms and Conditions because, in Pipeline's sole judgment, such delivery cannot be made without adverse effect upon deliveries to other Customers or to Pipeline's other operations.
- 9.2 For all quantities of gas delivered under the provisions of this Section, unless Pipeline and Customer agree otherwise, Customer shall pay Pipeline at the rate per Dt set forth at the currently effective Tariff Record No. 10.30 of this Tariff for Excess Deliveries from Customer's Balance.

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, to the extent not inconsistent with the provisions of this Rate Schedule, shall apply to and are made a part of this Rate Schedule.

FORM OF SERVICE AGREEMENT
(FOSA)

<u>SERVICE TYPE</u>	<u>TARIFF RECORD NO.</u>
<u>Firm Transportation (FT/FTNN)</u>	<u>50.1</u>
<u>Interruptible Transportation (IT)</u>	<u>50.5</u>
<u>Market Center (MCS)</u>	<u>50.10</u>
<u>General Storage (GSS)</u>	<u>50.30</u>
<u>General Storage (GSS-E)</u>	<u>50.35</u>
<u>Interruptible Storage (ISS)</u>	<u>50.40</u>
<u>Title Transfer Tracking (TTT)</u>	<u>50.70</u>
<u>Delivery Point Operator (DPO)</u>	<u>50.72</u>
<u>Citygate Swing Customer (CSC)</u>	<u>50.74</u>
<u>Mainline Pooling (MPS)</u>	<u>50.76</u>
<u>Capacity Release</u>	<u>50.78</u>
<u>Access to the Escript System</u>	<u>50.80</u>

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE GSS

AGREEMENT made as of this _____, by and between
Dominion Transmission, Inc., a Delaware corporation, hereinafter called "Pipeline," and
_____, a _____ corporation, hereinafter called
"Customer."

[WHEREAS, _____]

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree that Pipeline will store natural gas for Customer during the term, at the rates and on the terms and conditions hereinafter provided and, with respect to gas delivered by each of the parties to the other, under and subject to Pipeline's Rate Schedule GSS and all of the General Terms and Conditions contained in Pipeline's FERC Gas Tariff and any revisions thereof that may be made effective hereafter.

ARTICLE I
Quantities

During the term of this Agreement, Customer agrees to deliver to Pipeline and Pipeline agrees to receive for storage in Pipeline's underground storage properties, and Pipeline agrees to inject or cause to be injected into storage for Customer's account, store, withdraw from storage, and deliver to Customer and Customer agrees to receive, quantities of natural gas as set forth on Exhibit A, attached hereto.

ARTICLE II
Rate

A. Unless otherwise mutually agreed in a written amendment to this Agreement, during the term of this Agreement, Customer shall pay Pipeline the maximum rates and charges provided under Rate Schedule GSS contained in Pipeline's effective FERC Gas Tariff or any effective superseding rate schedule [provided however, *description of any applicable rates and surcharges authorized by the Commission pursuant to a certificate or related proceeding*].

B. Pipeline shall have the right to propose, file and make effective with the FERC or any other body having jurisdiction, revisions to any applicable rate schedule, or to propose, file, and make effective superseding rate schedules for the purpose of changing the rate, charges, and other provisions thereof effective as to Customer; provided, however, that (i) Section 2 of Rate Schedule GSS "Applicability and Character of Service," (ii) term, (iii) quantities, and (iv) points of receipt and points of delivery shall not be subject to unilateral change under this Article. Said rate schedule or superseding rate schedule and any revisions thereof which shall be filed and made effective shall apply to and become a part of this Service Agreement. The filing of such changes and revisions to any applicable rate schedule shall be without prejudice to the right of Customer to contest or oppose such filing and its effectiveness.

C. The Storage Demand Charge and the Storage Capacity Charge provided in the aforesaid rate schedule shall commence on _____.

ARTICLE III
Term of Agreement

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____, and shall continue in effect for a primary term through March 31, _____, and for subsequent annual terms of April 1 through March 31 thereafter, until either party terminates this Agreement by giving written notice to

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE GSS

the other at least twenty-four months prior to the start of an annual term.

For Agreements with a term entered into pursuant to Section 21.5 of the GT&C, Article III will read:

Subject to all the terms and conditions herein, this Agreement shall be effective as of _____ [or _____ as agreed to pursuant to Section 21.5(b) of the General Terms and Conditions of Pipeline's FERC Gas Tariff], and shall continue in effect for a primary term through March 31, _____ and for subsequent annual terms of April 1 through March 31 thereafter, until either party terminates this Agreement by giving written notice to the other at least twenty-four months prior to the start of an annual term [;provided however, *description of Negotiated Term pursuant to Section 21.5(a) or 21.5(c) of the General Terms and Conditions of Pipeline's FERC Gas Tariff*].

ARTICLE IV
Points of Receipt and Delivery

The Points of Receipt for Customer's tender of storage injection quantities, and the Point(s) of Delivery for withdrawals from storage shall be specified on Exhibit A, attached hereto.

ARTICLE V
Regulatory Approval

Performance under this Agreement by Pipeline and Customer shall be contingent upon Pipeline and Customer receiving all necessary regulatory or other governmental approvals upon terms satisfactory to each. Should Pipeline and Customer be denied such approvals to provide the service contemplated herein to construct and operate any necessary facilities therefor upon the terms and conditions requested in the application therefor, then Pipeline's and Customer's obligations hereunder shall terminate.

ARTICLE VI
Incorporation By Reference of Tariff Provisions

To the extent not inconsistent with the terms and conditions of this Agreement, the following provisions of Pipeline's effective FERC Gas Tariff, and any revisions thereof that may be made effective hereafter are hereby made applicable to and a part hereof by reference:

1. All of the provisions of Rate Schedule GSS or any effective superseding rate schedule or otherwise applicable rate schedule; and
2. All of the provisions of the General Terms and Conditions, as they may be revised or superseded from time to time.

ARTICLE VII
Miscellaneous

A. No change, modification or alteration of this Agreement shall be or become effective until executed in writing by the parties hereto; provided, however, that the parties do not intend that this Article VII.A. requires a further written agreement either prior to the making of any request or filing permitted under Article II hereof or prior to the effectiveness of such request or filing after Commission approval, provided further, however, that nothing in this Agreement shall be deemed to prejudice any position the parties may take as to whether the request, filing or revision permitted under Article II must be made under Section 7 or Section 4 of the Natural Gas Act.

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE GSS

B. Any notice, request or demand provided for in this Agreement, or any notice which either party may desire to give the other, shall be in writing and sent to the following addresses:

Pipeline: Dominion Transmission, Inc.
701 East Cary Street
Richmond, Virginia 23219
Attention: _____
Officer / Title

Customer: _____

or at such other address as either party shall designate by formal written notice.

C. No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

D. The subject headings of the provisions of this Agreement are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

[Where applicable:

ARTICLE VIII
Prior Contracts

This Agreement shall supersede and cancel, as of the effective date, the following agreements between Customer and Pipeline: *list of applicable agreements.*]

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE GSS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officials as of the day and year first above written.

Dominion Transmission , Inc.
(Pipeline)

By: _____
Its: _____
(Title)

(Customer)

By: _____
Its: _____
(Title)

FORM OF SERVICE AGREEMENT
APPLICABLE TO THE STORAGE OF NATURAL GAS
UNDER RATE SCHEDULE GSS

EXHIBIT A
To The Storage Service Agreement
Between Dominion Transmission, Inc. and

A. Quantities

The quantities of natural gas storage service which Customer may utilize under this Agreement, as well as Customer's applicable Billing Determinants, are as follows:

1. Storage Capacity of _____ Dekatherms (Dt), and
2. Storage Demand of _____ Dt per day.

B. Points of Receipt and Delivery

1. The Point(s) of Receipt for Customer's tender of storage injection quantities, the maximum quantities and pressures (if applicable)[*description of receipt pressures entered into pursuant to Section 5A of the General Terms and Conditions of Pipeline's Tariff*] for each point[s] shall be as follows:
2. The Point(s) of Delivery for withdrawals from storage, the maximum quantities and pressures (if applicable)[*description of delivery pressures entered into pursuant to Section 5 of the General Terms and Conditions of Pipeline's Tariff*] for each point[s] shall be as follows:

[Pursuant to Section 8.1.C. and D. of Rate Schedule GSS, if Customer requires transportation by Pipeline from Pipeline's storage pools, then the Point of Delivery may be as follows:

The Point for Delivery for subsequent transportation to Customer for storage withdrawal quantities shall be the points of withdrawal from Pipeline's storage pools, which shall be primary only to the extent that a corresponding nomination for transportation from the points of withdrawal from Pipeline's storage pools is provided under the "Service Agreement Applicable to the Transportation of Natural Gas Under Rate Schedule FT-GSS" [or FTNN-GSS] between Pipeline and Customer dated _____, (Contract No. _____).]

[C. Miscellaneous

1. *Description of Contractual ROFR pursuant to Section 24 of the General Terms and Conditions of Pipeline's FERC Gas Tariff.]*

EQUITRANS, L. P.

FERC GAS TARIFF

First Revised Volume No. 1

of

EQUITRANS, L.P.

filed with

FEDERAL ENERGY REGULATORY COMMISSION

Communications covering rates should be addressed to:

Andrew L. Murphy, Vice President Marketing and Rates

Address: Equitrans, L.P.

625 Liberty Avenue

Suite 1700

Pittsburgh, Pennsylvania 15222-3111

Phone: (412)553-5700

Facsimile: (412)553-5757

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PRELIMINARY STATEMENT

This First Revised Volume No. 1 of the FERC Gas Tariff of Equitrans, L.P. ("Equitrans") contains the Rates and Charges, Rate Schedules, General Terms and Conditions, and Forms of Service Agreements applicable to transportation and storage service performed by Equitrans under Sections 284.7 and 284.284 of the regulations of the FERC and to transportation and storage service performed by Equitrans under certificates of public convenience and necessity issued by the FERC pursuant to Section 7(c) of the Natural Gas Act.

Equitrans, L.P.
FERC Gas Tariff
First Revised Volume No. 1

Section 4.
CURRENTLY EFFECTIVE RATES

Version 0.0.0

EQUITRANS, L.P. CURRENTLY EFFECTIVE RATES

Issued On: June 9, 2010

Effective On: June 9, 2010

STATEMENT OF RATES
 TRANSPORTATION RATES (Rates per Dth)

	Base Tariff Rates	PSCT	EPCT	ACA Adj	Total Rates
<u>RATE SCHEDULE ITS:</u>					
<u>MAINLINE SYSTEM</u>					
Winter					
Usage					
Maximum	\$0.1867	\$0.1476	-	\$0.0018	\$0.3361
Minimum	\$0.0109	\$0.1476	-	\$0.0018	\$0.1603
Base					
Usage					
Maximum	\$0.1646	\$0.1476	-	\$0.0018	\$0.3140
Minimum	\$0.0094	\$0.1476	-	\$0.0018	\$0.1588
 <u>RATE SCHEDULE STS-1</u>					
Winter					
Reservation Charge	\$5.3098	-	-	-	\$5.3098
Base					
Reservation Charge	\$4.7451	-	-	-	\$4.7451
Authorized Overrun	\$0.1646	\$0.1476	-	\$0.0018	\$0.3140
Usage	\$0.0094	\$0.1476	-	\$0.0018	\$0.1588
 <u>RATE SCHEDULE AGS</u>					
Equitrans Gathering System	\$0.5500	-	-	-	\$0.5500
 <u>PRODUCTS EXTRACTION /1</u>					
	\$0.0514	-	-	-	\$0.0514

/1 Applicable to delivered volumes processed at the Waynesburg Station.

STATEMENT OF RATES
STORAGE SERVICE RATES (Rates per Dth)

	Base Tariff Rates	Total Rates
<u>RATE SCHEDULE 115SS and 60SS:</u>		
Demand Charge		
Maximum	\$1.4949	\$1.4949
Minimum	\$0.0000	\$0.0000
Storage Space Charge		
Maximum	\$0.0262	\$0.0262
Minimum	\$0.0000	\$0.0000
Injection Charge	\$0.0069	\$0.0069
Withdrawal Charge	\$0.0069	\$0.0069
Storage Overrun Charge		
Maximum	\$0.2934	\$0.2934
Minimum	\$0.0069	\$0.0069
Max. Capacity Rel Volumetric Charge	\$0.4998	\$0.4998
<u>RATE SCHEDULE INSS:</u>		
Storage Space Charge		
Maximum	\$0.0537	\$0.0537
Minimum	\$0.0000	\$0.0000
Injection Charge		
Maximum	\$0.0069	\$0.0069
Minimum	\$0.0069	\$0.0069
Withdrawal Charge		
Maximum	\$0.0069	\$0.0069
Minimum	\$0.0069	\$0.0069
<u>RATE SCHEDULE SS-3:</u>		
Demand Charge	\$1.4949	\$1.4949
Storage Space Charge	\$0.0262	\$0.0262
Injection Charge	\$0.0069	\$0.0069
Withdrawal Charge	\$0.0069	\$0.0069
Storage Overrun Charge		
Maximum	\$0.2934	\$0.2934
Minimum	\$0.0069	\$0.0069

STATEMENT OF RETAINAGE FACTORS

	Retainage Factors
Transportation Retainage Factor 1/	3.72%
Gathering Retainage Factor 2/ Equitrans Gathering System	9.50%
Storage Loss Retainage Factor 3/	1.85%

1/ Percentage is applied to receipt quantities on Rate Schedules NOFT, FTS, STS-1 and ITS).

2/ Percentage is applied to receipt quantities under Rate Schedule AGS.

3/ Percentage is applied to storage injections.

EQUITRANS, L.P. RATE SCHEDULES

**RATE SCHEDULE SS-3
WINTER STORAGE SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Customer") contracting for Firm Storage Service with Equitrans, L.P. (hereinafter called "Equitrans") where Customer has executed a storage service agreement for service under this rate schedule, and has separately entered into a Service Agreement with Equitrans for Firm Transportation Service under one of Equitrans' Firm Transportation Rate Schedules prior to the effective date of Equitrans' Order No. 636 restructuring.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all storage service rendered under an executed Storage Service Agreement providing for a Total Annual Storage Quantity (TASQ), Maximum Daily Injection Quantity (MDIQ), and Maximum Daily Withdrawal Quantity (MDWQ).
- 2.2 This Rate Schedule shall apply to the injection on a daily basis of up to 1/200th of Customer's TASQ into storage, storage on a daily basis of Customer's gas, and withdrawal on a daily basis of up to 1/115th of the Customers TASQ. Storage injections and on a daily basis storage withdrawals under this Rate Schedule are permitted on any day during the year.
- 2.3 Service provided hereunder shall be considered firm, and shall not be subject to curtailment or interruption except as caused by force majeure or as otherwise provided in the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 2.4 Storage service under this Rate Schedule is offered on an aggregate basis and is not tied to any individual storage reservoir on the Equitrans system.

3. RATE

- 3.1 The applicable rates for storage service hereunder are set forth on Statement of Rates for Rate Schedule SS-3 of this Tariff. The Customer shall pay Equitrans each month for service rendered based on the following charges:

- | | |
|--------------------|---|
| (A) Storage Demand | The charge per Dth multiplied by the MDWQ specified in the Storage Service Agreement. |
| (B) Storage Space | The charge per Dth multiplied by the TASQ specified in the Storage Service Agreement. |

-
- | | |
|------------------------|---|
| (C) Storage Injection | The charge per Dth multiplied by the quantity of gas injected for the month. |
| (D) Storage Withdrawal | The charge per Dth multiplied by the quantity of gas withdrawn for the month. |
| (E) Storage Overrun | The charge per Dth multiplied by the quantity of gas withdrawn during the month in excess of the Customer's MDWQ. |

3.2 Customer shall deliver to Equitrans, for injection into storage, the quantity of gas specified for storage loss associated with this Rate Schedule. The quantity of gas retained by Equitrans for storage loss shall be equal to the quantity of gas designated for injection into Equitrans' storage facilities for Customer's account multiplied by the Storage Loss Retainage Factor set forth on Statement of Retainage Factors of this Tariff. The quantity of gas retained by Equitrans for storage loss shall not be available for withdrawal by the Customer.

4. MINIMUM BILL

The minimum bill for service hereunder shall be equal to the monthly storage demand charge plus the monthly storage space charge.

5. STORAGE INJECTIONS

5.1 Generally, Equitrans will inject gas into storage on behalf of Customer during the period from the beginning of the gas day on April 1 through the end of the gas day on October 31 ("the injection period"). However, Customers under this Rate Schedule are entitled to inject gas into storage on a firm basis on any day during the year.

5.2 The maximum injection quantity of gas which Equitrans is obligated on any day to inject into storage for any Customer under this Rate Schedule shall be the MDIQ specified in the applicable storage service agreement, which shall be calculated as 1/200th of the Customer's TASQ. If operating conditions permit Equitrans may allow any Customer, upon request to inject gas into storage in excess of the Customer's MDIQ. Equitrans shall be obligated to accept gas for storage for Customer's account only when and to the extent that Customer's storage inventory is less than its TASQ.

Scheduling of injections including overruns shall be provided by Customer to Equitrans in accordance with Section 6.8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

5.3 Customer is required to inject ninety-seven percent (97%) of its TASQ under this Rate Schedule by the end of the injection period. If the Customer fails to inject up to the level

of 97% of its TASQ by the end of the contractual injection period, the Customer will not be permitted to draw upon the undelivered storage quantities in the subsequent withdrawal period and will be subject to a reduced MDWQ during the subsequent withdrawal period. Depending on the operating conditions of its storage reservoirs, Equitrans may elect to inject gas into storage on the Customers behalf, and may assess a Storage Imbalance Penalty on any quantities so injected, up to the level of 97% of the Customer's TASQ. The Storage Imbalance Penalty shall be equal to the cost of acquiring gas for injection into storage based on the average price of Appalachian spot market gas delivered to CNG Transmission Corp. and Columbia Gas Transmission Corp., as such prices shall appear in "Inside FERC's Gas Market Report", or similar publication, during the period of time that gas is injected on the Customer's behalf, plus the required storage injection charge, plus an additional charge of \$0.25/Dth. If Equitrans injects gas on the Customer's behalf, the Customer will be permitted to call upon the injected quantities during the withdrawal season up to the level of its TASQ.

6. STORAGE WITHDRAWALS

- 6.1 Generally Equitrans will withdraw gas from storage on behalf of Customer during the period from the beginning of the gas day on November 1 through the end of the gas day on March 31. However, Customers are entitled to withdraw gas from storage on a firm basis on any day during the year.
- 6.2 Customer's TASQ will be available for withdrawal on any day during the withdrawal period. The maximum withdrawal quantity of gas which Equitrans is obligated on any day to withdraw from storage for any Customer under this Rate Schedule shall be the MDWQ specified in the applicable storage service agreement, which shall be calculated as 1.1/115th of the Customer's TASQ. In no event will Customer be permitted to withdraw gas in excess of its current storage quantity.
- 6.3 Withdrawal of gas from storage on behalf of the Customer will be permitted during the withdrawal period according to a sliding scale described as follows:

Percentage of Quantity In Storage to TASQ	Available Withdrawal Quantity
100% - 17%	110% of MDWQ
Below 17%	100% of MDWQ

In no event shall Equitrans be obligated to provide any storage service for which capacity is not available or which would require the expansion, construction or acquisition of facilities.

- 6.4 Scheduling of Withdrawals shall be provided by Customer to Equitrans in accordance with Section 6.8 of the General Terms and Conditions of Equitrans' FERC Gas Tariff.

6.5 Customer is required to withdraw seventy-five percent (75%) of its TASQ under this Rate Schedule on or before the last day of the withdrawal period. In the event that 75% of Customer's gas is not withdrawn from storage by the end of the withdrawal cycle, Equitrans may direct the withdrawal of the gas remaining in storage in excess of the specified level on an expedited schedule determined by Equitrans. In the event that Equitrans schedules the withdrawal of the gas remaining in storage, Equitrans shall assess a scheduling penalty of \$0.25/Dth for the remaining gas in storage in addition to the required storage withdrawal charge.

6.6 Equitrans is authorized to withdraw any portion of the 25% of a Customer's TASQ remaining in storage after the conclusion of the withdrawal period for operational purposes, subject to the requirement that Equitrans reinject an equivalent quantity of gas for the Customer's account prior to the first day of the next withdrawal period.

7. STORAGE OVERRUN SERVICE

Upon request of the Customer, Equitrans may, at its reasonable discretion, withdraw natural gas in excess of the Customer's MDWQ specified in the executed Storage Service Agreement. At no time may the Customer inject or withdraw a quantity in excess of its TASQ. All requests for Storage Overrun Service shall receive a priority in the first-come/first-served queue that is equal to any requests for interruptible storage service under Rate Schedule INSS. The rate for storage overrun service is set forth on Statement of Rates for Rate Schedule SS-3 of this Tariff.

8. TITLE TO GAS IN STORAGE

Title to gas stored on behalf of the Customer under this Rate Schedule will remain with the Customer.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Equitrans' FERC Gas Tariff are applicable to this Rate Schedule where not inconsistent with the provisions contained herein.

**RATE SCHEDULE STS-1
TRANSPORTATION SERVICE**

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called "Customer"), which has entered into a firm gas Transportation Agreement with Equitrans, L.P. (hereinafter called "Equitrans"), for transportation service under this Rate Schedule and has separately entered into a Service Agreement with Equitrans for firm contract storage service under Equitrans' Rate Schedule SS-3 prior to the effective date of Equitrans Order 636 Restructuring.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all natural gas transported by Equitrans for Customer pursuant to the executed Transportation Service Agreement providing for a Maximum Daily Quantity (MDQ).
- 2.2 Transportation service hereunder shall be firm, subject to the provisions of the executed Transportation Service Agreement and to the General Terms and Conditions incorporated herein by reference and shall not be subject to curtailment or interruption except as caused by force majeure or otherwise provided in the General Terms and Conditions of Equitrans' FERC Gas Tariff.
- 2.3 Transportation service hereunder shall consist of the acceptance by Equitrans of natural gas tendered by Customers for transportation at the Receipt Points specified in the executed Transportation Service Agreement for delivery into storage, and the redelivery of such gas from storage, after retention of the transportation retainage percentage set forth on Statement of Retainage Factors of this Tariff, at the delivery points specified in the Customer's service agreement.
- 2.4 If Customer desires transportation of natural gas under this Rate Schedule, Customer will nominate service in accordance with Section 6.8 of the General Terms and Conditions of Equitrans' Tariff. Equitrans shall schedule receipt and deliveries in accordance with Customers' nominations.
- 2.5 Equitrans shall only be obligated to deliver to Customer thermally equivalent quantities to those received, less applicable retainage for fuel, loss, and unaccounted for, and less any thermal reduction resulting from processing gas in order to meet Equitrans' applicable quality standards.

3. RATE

Unless otherwise mutually agreed to in accordance with Section 6.30 of the General Terms and Conditions, the charge for natural gas transportation service rendered during each monthly billing period shall be the sum of the applicable amounts specified below:

3.1 Reservation Charge - An amount determined as follows:

- (a) Winter Demand - For the period November 1 through March 31, the Winter Monthly Reservation Charge multiplied by the Billing Demand as defined in the General Terms and Conditions, or
- (b) Base Demand - For the period April 1 through October 31, the Base Monthly Reservation Charge multiplied by the Billing Demand defined in the General Terms and Conditions.

3.2 Usage Charge - An amount determined as the product of:

- (a) The quantity of natural gas in Dth injected into storage;
times
- (b) The rate per Dth set forth from time to time on Statement of Rates for Rate Schedule STS-1 of this Tariff, or superseding Tariff;

3.3 Surcharge - Customer shall pay all surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule as may be set forth from time to time on Statement of Rates for Rate Schedule STS-1 of this Tariff.

4. MINIMUM MONTHLY BILL

The Reservation Charge for the month.

5. TRANSPORTATION CONTRACT DEMAND

A Customer's Transportation Contract Demand shall be the MDQ of gas which Equitrans shall be obligated to deliver to Customer (or for Customer's account) at the Delivery Point(s) under this Rate Schedule. The MDQ shall be specified on Exhibit A of the executed Transportation Service Agreement.

6. AUTHORIZED OVERRUN TRANSPORTATION

Upon request of Customer, Equitrans, at its reasonable discretion, may receive, transport and deliver natural gas in excess of Customer's MDQ specified in the executed Transportation Service Agreement. Said overrun service will have a priority equal to interruptible transportation service.

If Equitrans elects to transport said excess gas, Customer shall pay Equitrans for each Dth of excess gas scheduled for delivery by Equitrans to storage for Customer's account during the month, an authorized overrun rate equal to the 100% load factor of the Rate Schedule STS-1 rate, as such rate is in effect and reflected from time to time on Statement of Rates for Rate Schedule STS-1 of this Tariff, or superseding Tariff.

7. GENERAL TERMS AND CONDITIONS

Except as otherwise indicated in this Rate Schedule or by the executed Transportation Service Agreement, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions, or deletions to said General Terms and Conditions are applicable to transportation service rendered under this Rate Schedule, and, by reference, are made a part thereof.

6.4. QUALITY

- (1) Except as otherwise provided below, all natural gas delivered to Equitrans at Receipt Point(s) and all natural gas delivered by Equitrans at the Delivery Point(s) shall conform to the following specifications:
 - (i) Liquids - The gas shall be dehydrated by Seller and free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered. The gas shall in no event contain water vapor in excess of seven (7) pounds of water per million cubic feet measured at the purchase base of 14.73 psia and 60 degrees Fahrenheit.
 - (ii) Hydrogen Sulfide - The gas shall not contain more than four (4) parts per million on a volumetric basis, or three-tenths (0.3) of a grain of hydrogen sulfide per one hundred (100) cubic feet.
 - (iii) Total Sulfur - The gas shall not contain more than 170 parts per million, on a volumetric basis, or ten (10.0) grains of total sulfur per one hundred (100) cubic feet.
 - (iv) Carbon Monoxide - The gas shall not contain more than one tenth percent (0.1%) by volume of carbon monoxide.
 - (v) Carbon Dioxide and Other Inerts - The gas shall not contain more than four percent (4%) by volume of total combined inerts such as carbon dioxide, nitrogen, argon, and helium; provided that the total carbon dioxide content shall not exceed two and one half percent (2.5%) by volume.
 - (vi) Dust, Gums and Solid Matter - The gas shall be commercially free of dust, gums, gum-forming constituents, or other liquid or solid matter which might become separated from the gas in the course of transportation through pipelines.
 - (vii) Heating Value - The gas shall contain a heating value of not less than nine hundred seventy (970) Btus per cubic foot calculated on a dry basis at 14.73 psia and 60 degree Fahrenheit.
 - (viii) Temperature - The gas shall be delivered at temperatures not in excess of one-hundred degrees Fahrenheit (100°).
 - (ix) Gasoline - The gas shall contain not more than two-tenths (0.2) of a gallon of natural gasoline per 1,000 cubic feet.

- (x) Oxygen - The gas shall not contain more than 2,000 parts per million (0.2%) of oxygen by volume.
- (xi) Bacteria - The gas, including any associated liquids, shall not contain any microbiological organism, active bacteria or bacterial agent capable of causing or contributing to: (i) injury to Company's pipelines, meters, regulators, or other facilities and appliances through which Customers' gas flows or (ii) interference with the proper operation of the Company facilities. Microbiological organisms, including, but not limited to sulfate reducing bacteria (SRB) and acid producing bacteria (ACB), when considered as a possibility, shall be tested for their existence utilizing the American Petroleum Institute test method API-R38 or other acceptable test method as determined by both parties.

Equitrans may accept natural gas which differs from the quality specifications set forth above until such time as Equitrans, in its reasonable discretion and judgment, determines that natural gas received for transportation must conform to the quality specifications set forth above to maintain desired standards in and/or prudent operation of Equitrans' system. Upon such a determination, Equitrans will notify Customer that all prospective deliveries must comply with the quality specifications set forth above or the provisions of Section 6.4[2] below shall be applicable to all natural gas tendered for transportation which does not so comply. Equitrans will not permit deviation from the quality standards set forth above if such deviation will adversely impact the quality of service to any other customer.

- (2) If, at any time, gas tendered by Customer for transportation or by Equitrans after transportation shall fail to substantially conform to any of the applicable quality specifications and Equitrans notifies the delivering party of such deficiency and the delivering party fails to remedy any such deficiency within a reasonable period of time, Equitrans may, at its option, refuse to accept delivery pending correction of the deficiency by the delivering party. In the alternative Equitrans may continue to accept delivery and make such changes necessary to cause the gas to conform to such specifications, in which event the delivering party shall reimburse Equitrans for all reasonable expenses incurred by Equitrans in effecting such changes. Failure by either Equitrans or Customer to tender deliveries that conform to any of the applicable quality specifications shall not be construed to eliminate, or limit in any manner, the rights and obligations existing under any other provisions of the executed Transportation Service Agreement and shall not limit Equitrans' right to refuse to accept deliveries from any Shipper that fail to conform to applicable quality specifications at any time.
- (3) In the event that Equitrans' acceptance of gas which does not comply with the quality standards contained herein results in the diminution in quality, quantity, or economic value of gas transported for others, Customer who injects or causes to be injected such gas into Equitrans' system shall be liable for any damage caused thereby, and

such Customer shall indemnify and hold Equitrans harmless from any damage caused thereby; provided, however, that Customer shall not be obligated to indemnify Equitrans from any damage resulting from Equitrans' negligence or willful misconduct in handling the gas tendered for delivery. In no event shall any other Customer be held liable for any damage to Equitrans' system caused by the acceptance of gas which does not comply with the quality standards contained herein.

- (4) Equitrans shall have the right to collect from all Customers delivering gas to Equitrans at a common Receipt Point their volumetric pro rata share of the cost of any additional gas analysis and quality control equipment which Equitrans, at its reasonable discretion, determines is required to be installed at such Receipt Point to monitor the quality of gas delivered.

EQUITRANS, L.P. FORM OF SERVICE AGREEMENTS

Issued On: June 9, 2010

Effective On: June 9, 2010

FORM OF STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULES SS-3 AND STS-1

THIS AGREEMENT made this ____ day of _____, by and between _____, a _____ corporation, hereinafter referred to as "Buyer", and Equitrans, L.P., a Delaware corporation, hereinafter referred to as "Equitrans".

WHEREAS, Equitrans, pursuant to an inquiry by Buyer, has advised Buyer that Equitrans is willing to have Buyer deliver natural gas for injection into the gas storage fields of Equitrans for subsequent withdrawal and redelivery to Buyer, as provided herein; and

WHEREAS, [other applicable provisions].

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises, undertakings and agreements hereinafter set out, have for themselves and their respective successors and assigns agreed and do hereby agree as follows:

ARTICLE I.
Gas To Be Injected

1. Injections of gas under this Agreement shall be permitted on a year round basis.
2. Buyer may deliver, and Equitrans agrees to inject into storage such quantities of natural gas which Buyer may nominate on any day in accordance with Section 6.8 of the General Terms and Conditions up to a maximum of _____ Dth, Buyer's Maximum Daily Injection Quantity.
3. Buyer is required to inject into storage 97% of its Total Annual Storage Quantity, as defined in Article II, on or before October 31 of each year in accordance with Section 5 of Rate Schedule SS-3.
4. Injections of gas into storage will be reduced by the Storage Loss Retainage Factor set forth on Statement of Retainage Factors of Equitrans' FERC Gas Tariff which is applied to the total quantity of gas provided for injection.
5. Any quantities to be delivered for Buyer's account each day to Equitrans by _____ shall be mutually agreed to by dispatchers of Equitrans and _____ and shall be scheduled accordingly. Equitrans will receive for Buyer's account, during the injection period, a minimum daily quantity of gas equal to _____ of Buyer's contracted storage capacity quantity.

ARTICLE II.
Gas To Be Stored

1. The maximum quantity of gas which Buyer may maintain in storage on any day shall be _____ Dth, its Total Annual Storage Quantity.

ARTICLE III.
Gas To Be Withdrawn

1. During each withdrawal period covered by the terms of this Agreement, Equitrans agrees to withdraw from storage and redeliver to Buyer on a daily basis, quantities up to its Maximum Daily Withdrawal Quantity (MDWQ). At Buyer's option, daily withdrawals may be increased to 110 percent of the MDWQ until 83 percent of the total gas held in storage for the Buyer at the beginning of the same withdrawal period is withdrawn. The remaining 17 percent of total gas stored will be available for withdrawal only at the MDWQ. Higher levels of storage withdrawal requested by the Buyer will be accommodated on a best efforts basis.

2. Buyer is requested to withdraw from storage a minimum of 75% of its TASQ on or before March 31 of each year in accordance with Section 6 of Rate Schedule SS-3. However, Buyer may withdraw its gas in storage on a year round basis.

3. During such periods as Equitrans' obligation is partially suspended due to a force majeure condition, service to Buyer shall be ratably apportioned, to the maximum extent practicable, based on: _____

4. Equitrans' obligation to return gas to Buyer shall be suspended during periods of force majeure on the storage and transportation systems of Equitrans or any of Buyer's Designee(s) to the extent the force majeure directly affects Equitrans' or Buyer's Designee(s) ability to withdraw and/or transport said gas. Equitrans shall exercise its best efforts to cooperate with Buyer's attempts to arrange alternate transportation during the periods of force majeure.

ARTICLE IV.
Deliveries of Gas

1. The natural gas to be injected and withdrawn hereunder shall be received and delivered by the parties hereto pursuant to arrangements between Buyer and Buyer's Designee(s) for which receipts and deliveries no costs or charges shall be levied against Equitrans.

2. The points of receipt and delivery for the gas to be delivered by _____ to Equitrans and returned by Equitrans for Buyer's account to _____ shall be at _____ or such interconnections as shall be established in the future and mutually agreed upon by Equitrans, Buyer, and Buyer's Designee(s) for these purposes.

3. Except as provided in Article X hereto, as between Equitrans and Buyer, Buyer shall be deemed to be in control and possession of the gas and responsible therefore, and covenants that it will indemnify and hold Equitrans harmless of and from any damage or injury while in such possession until the gas shall have been delivered to Equitrans by Buyer's Designee(s), after

which Equitrans shall be deemed to be in control and possession of such gas until its redelivery to Buyer's Designee(s) for Buyer's account and Equitrans shall be responsible therefore and covenants that it will indemnify and hold Buyer harmless of and from damage or injury while in such possession, provided, however, that neither party shall be absolved of responsibility for damage or injury caused solely by acts of negligence of such party, its agents or employees. Notwithstanding the foregoing, the parties understand and acknowledge that Buyer shall at all times have title to all gas under this Agreement.

ARTICLE V.
Quality and Measurement

1. The gas delivered hereunder by Buyer to Equitrans shall be dry and marketable. The gas delivered hereunder by Equitrans to Buyer or Buyer's Designee(s) shall meet the quality specifications of Buyer's Designee(s) responsible for transportation of the gas for Buyer's account.

2. The measurement base for all volumes referred to in this Agreement shall be _____.

3. Except as specified herein, the quality and measurement of the gas shall be in accordance with the General Terms and Conditions of Equitrans FERC Gas Tariff. Equitrans agrees to deliver to Buyer or offer for Buyer's account, pursuant to the terms hereof, a total quantity of gas that is thermally equivalent to the total quantity of gas that Buyer delivers or causes to be delivered to Equitrans for Buyer's account.

ARTICLE VI.
Rate

1. Beginning _____, Buyer agrees to pay Equitrans for each Dth of gas injected, stored, and withdrawn by Equitrans for Buyer in accordance with Equitrans FERC Rate Schedule _____. For purposes of calculating the applicable storage demand charge, the Customer's MDWQ will be deemed to be 110% of its MDWQ stated in Article III. [other applicable provisions]. In addition, Buyer agrees to pay Equitrans for Equitrans transportation of the gas delivered to it for injection into its storage facilities hereunder in accordance with Equitrans FERC Rate Schedule STS-1.

2. Buyer recognizes that Equitrans shall have the right from time to time throughout the term of this Agreement to file with any regulatory authority having jurisdiction for new and/or increased rates applicable to the service rendered hereunder and when effective Buyer agrees to pay such new and/or increased rates; nothing contained herein shall be construed to prevent Buyer from taking such actions and exercising such rights as are available to Buyer under the Natural Gas Act or other applicable law during the term of this Agreement respecting Equitrans rates hereunder.

ARTICLE VII.
Billing

1. As soon as practicable after the last day of each month during the term of this Agreement, Equitrans will render to Buyer a statement at the rates provided in Paragraph VII above for services provided by Equitrans under this Agreement.
2. Buyer will make payment to Equitrans within ten (10) business days of receipt of the statement by wire transfer to Seller's account at Mellon Bank, N.A.
3. If presentation of bills by Equitrans is delayed until after the tenth (10th) day of the month, the time of payment shall be extended accordingly unless Buyer is responsible for such delay.
4. Should Buyer fail to pay part or all of the amount of any statement when such amount is due, Equitrans may charge interest on the unpaid portion of the statement at the rate of one and one-half percent (1-1/2%) per month, prorated daily, from the due date until the date of payment.

ARTICLE VIII.
Termination

Upon termination of this Agreement, should any quantities of Buyer's gas remain in storage with Equitrans, the parties hereto agree that such remaining quantities shall be returned to Buyer in daily amounts. Said amounts shall be subject to Equitrans sole discretion and to Buyer's transporter's ability to redeliver said gas to Buyer; provided, however that unless prevented by reason of force majeure on Equitrans or Buyer's Designee's systems, all quantities of Buyer's gas remaining in storage upon termination of this Agreement shall be redelivered to Buyer within six(6) months of said termination.

ARTICLE IX.
Force Majeure

Neither party shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any act of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, failure of gas supply for any reason, the binding order, regulations or laws of any court or governmental authority or body which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the causes herein enumerated or otherwise 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. Failure

to prevent or settle any strike or strikes shall not be considered a matter within the control of the party claiming suspension. Such causes or contingencies affecting performance shall not relieve Buyer from its obligations to make payments of amounts then due hereunder in respect of gas theretofore delivered.

ARTICLE X.
Warranties

Buyer warrants that it will, at the time of delivery to Equitrans, have good right to tender or cause to be tendered to Equitrans all gas so delivered free and clear of all liens, encumbrances, and claims whatsoever and agrees to indemnify Equitrans and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any or all persons to said gas and/or to royalties, taxes, license fees, or charges thereon which are applicable to such gas and/or the delivery of such gas to Equitrans.

Equitrans represents that it has sufficient storage and transmission capacity to perform the firm storage and transportation service provided for hereunder subject to the General Terms and Conditions of Equitrans' FERC Gas Tariff. Equitrans warrants that the gas to be redelivered to Buyer shall at the time of redelivery be free and clear of all liens and encumbrances and claims whatsoever; and agrees to indemnify Buyer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any or all persons to said gas and/or to royalties, taxes, license fees, or charges thereon which are applicable to such gas and/or the delivery of such gas to Buyer. Provided, however, this provision shall not apply to adverse claims of, or disputes among, the other purchasers of storage and transportation service under the tariff schedule applicable to Buyer.

ARTICLE XI.
Operational Flow Orders

Buyer hereby agrees that Transporter shall have the right to issue operational flow orders pursuant to Section 6.11 of the General Terms and Conditions which shall govern Buyer's rights under this service agreement. [Buyer hereby authorizes Transporter to act as Buyer's agent under operational flow orders applicable to this service agreement to deal directly with Buyer's suppliers, operators or upstream transporters as is reasonably necessary to secure compliance with the operational flow order.] [Omitted at Customer's request]

ARTICLE XII.
Non-Waiver of Future Defaults

No waiver by either Equitrans or Buyer of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults whether of the same or of a different character.

ARTICLE XIII.

Modification

This Agreement embodies the entire agreement between the respective parties hereto and there are no other provisions written, oral or implied or other representations, indemnifications, or understandings of any kind whatsoever. No modification of the terms and provisions of this Agreement shall be or become effective except by the execution of a written contract. The terms of this service agreement are subject to the terms of Rate Schedules SS-3 and STS-1, and to the General Terms and Conditions of Equitrans' FERC Gas Tariff. In the event of any conflict between this agreement and Rate Schedule SS-3 or the General Terms and Conditions incorporated therein, the Rate Schedule or Terms and Conditions shall govern.

ARTICLE XIV.

Term

1. The term of this Agreement shall run from the date all necessary permits and authorizations have been secured from appropriate regulatory agencies and shall continue until _____ and shall be automatically renewed from year to year thereafter unless terminated pursuant to subparagraph 2 below.

2. Should either party subsequent to _____ wish to terminate the Agreement it shall give written notice to the other party no later than twelve (12) months prior to the end of the then current storage year that it does not elect to renew this Agreement.

ARTICLE XV.

Assignment

Any company which shall succeed by purchase, merger or consolidation to the properties of either party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under this Agreement. Either party hereto may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to a company with which it is affiliated, but otherwise no assignment of such Agreement or of any of either party's rights or obligations hereunder shall be made unless there first shall have been obtained a consent thereto of the other party.

ARTICLE XVI.

Governmental Regulation

This Agreement and all terms and provisions contained or incorporated herein and the respective obligations of the parties hereunder are subject to all present and future valid laws, orders, rules and regulations of duly constituted authority having jurisdiction.

ARTICLE XVII.

Descriptive Headings

ATTEST:

Equitrans, L.P.

By _____

ATTEST:

[CUSTOMER]

By _____