

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: ALJ	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 01/31/06
8. DOCKET NO: R-00061296	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: PUC

RESPONDENT/APPLICANT: PHILADELPHIA GAS WORKS

COMP/APP COUNTY:

UTILITY CODE: 125042

ALLEGATION OR SUBJECT

1/31/06 - PHILADELPHIA GAS WORKS FILED ITS PREFILING INFORMATION REQUIRED TO BE FILED 30 DAYS PRIOR TO THE ANNUAL 1307F FILING.....

1/31/06 - PHILADELPHIA GAS WORKS FILED PETITION FOR SPECIAL PERMISSION TO DEPART FROM CERTAIN REQUIREMENTS OF 52 PA CODE SECTION 53.45(B), 53.64(C) AND 53.68(A) REGARDING THE PROVISION OF PUBLIC NOTICE.....

2/28/06 - PHILADELPHIA GAS WORKS FILED ITS 2006-2007 GAS COST RATE FILING, ANNUAL 1307(F).....

DOCUMENT  
FOLDER

DOCKETED

MAR 06 2006

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00 :  
 2. BUREAU: FUS :  
 3. SECTION(S) : :  
 5. APPROVED BY: : 4. PUBLIC MEETING DATE:  
 DIRECTOR: : 00/00/00  
 SUPERVISOR: :  
 6. PERSON IN CHARGE: : 7. DATE FILED: 01/31/06  
 8. DOCKET NO: R-00061296 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: PUC

RESPONDENT/APPLICANT: PHILADELPHIA GAS WORKS

COMP/APP COUNTY:

UTILITY CODE: 125042

ALLEGATION OR SUBJECT

1/31/06 - PHILADELPHIA GAS WORKS FILED ITS PREFILING INFORMATION REQUIRED TO BE FILED 30 DAYS PRIOR TO THE ANNUAL 1307F FILING.....  
 1/31/06 - PHILADELPHIA GAS WORKS FILED PETITION FOR SPECIAL PERMISSION TO DEPART FROM CERTAIN REQUIREMENTS OF 52 PA CODE SECTION 53.45(B), 53.64(C) AND 53.68(A) REGARDING THE PROVISION OF PUBLIC NOTICE.....

DOCUMENT  
FOLDER

**DOCKETED**

FEB 06 2006

ORIGINAL

**Philadelphia Gas Works**

Gregory J. Stunder  
Senior Attorney



800 W. Montgomery Avenue, Philadelphia, PA 19122  
Telephone: (215) 684-6878 – Fax (215) 684-6798  
Email: greg.stunder@pgworks.com

January 31, 2006

VIA EXPRESS MAIL

James McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
2<sup>nd</sup> Floor, 1 North  
400 North Street  
Harrisburg, PA 17120

R-00061296

DOCUMENT  
FOLDER

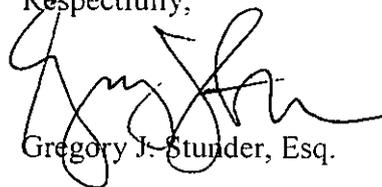
Re: Philadelphia Gas Works  
2006 – 2007 Gas Cost Rate Filing  
Docket No. R-0006XXXX

Petition of Philadelphia Gas Works for Special Permission To Depart  
From Certain Requirements Of 52 Pa. Code Sections 53.45(b),  
53.64(c) and 53.68(a) Concerning The Provision of Public Notice

Dear Secretary McNulty,

Enclosed for filing are the original and eight copies of the above-reference petition.  
Please contact me if you have any questions regarding this filing.

Respectfully,



Gregory J. Stunder, Esq.

cc: All Parties of Record  
Karen Moury, Esq., Executive Director w/enc.  
Robert Rosenthal, Bureau of Fixed Utility Services w/enc.

RECEIVED  
JAN 31 2006  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

63

COMMONWEALTH OF PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

PETITION OF PHILADELPHIA GAS :  
WORKS FOR SPECIAL PERMISSION :  
TO DEPART FROM CERTAIN :  
REQUIREMENTS OF 52 PA. CODE :  
SECTIONS 53.45(b), 53.64(c) AND 53.68(a) :  
CONCERNING THE PROVISION OF :  
PUBLIC NOTICE :  
:  
:  
:

DOCKET NO. R-0006

RECEIVED

JAN 31 2006

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

DOCUMENT  
FOLDER

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Philadelphia Gas Works ("PGW") hereby petitions the Pennsylvania Public Utility Commission ("PUC" or "Commission") for special permission to depart from requirements of 52 Pa. Code §§ 53.45(b), 53.64(c) and 53.68(a) in order to:

- (1) provide written notice to customers by bill insert in the one-month billing cycle commencing on the date of the filing, on March 1, 2006, of a tariff addendum and tariff or tariff supplement reflecting changes in purchased gas costs and ending no later than thirty (30) days after the filing of such tariff addendum and tariff or tariff supplement, instead of beginning such notice with the one-month billing cycle commencing thirty (30) days prior to the filing of the tariff addendum and tariff or tariff supplement as required by 52 Pa. Code § 53.68(a); and
- (2) in company offices in which payments are accepted, provide public notice on the date of the filing, March 1, 2006, of a tariff addendum and tariff or tariff supplement reflecting changes in purchased gas costs, instead of thirty (30) days prior to the filing of such tariff addendum and tariff or tariff supplement as required by 52 Pa. Code §§ 53.68(a) and 53.45(b).

DOCKETED

In support of this Petition, PGW states the following:

FEB 06 2006

1. PGW is a group of real and personal assets owned by the City of Philadelphia and used for the acquisition, storage, processing, and distribution of natural gas within the City, and thus qualifies as a "city natural gas distribution operation" pursuant to Section 102 of the Public Utility Code ("Code"), 66 Pa. C.S. § 102. PGW provides natural gas supply and natural gas distribution services to over 520,000 customers in the City and County of Philadelphia.

2. PGW is managed by the Philadelphia Facilities Management Corporation, subject to oversight by the Philadelphia Gas Commission (“PGC”) and, in some instances, Philadelphia City Council and the City’s Director of Finance, pursuant to an Agreement for Management and Operation of Philadelphia Gas Works with the City of Philadelphia executed on December 29, 1972. On the same date, the Management Agreement was incorporated into and approved by an ordinance of Philadelphia City Council (No. 455 of 1972) (“Management Agreement Ordinance”).

3. Prior to July 1, 2000, PGW operated under the jurisdiction of the PGC. The PGC fixed and regulated gas rates consistent with the standards set by the ordinances of the City, including the Management Agreement Ordinance and the City’s Bond Ordinances, and other applicable law.

4. Section 2212(d) of the Code permits PGW to continue to provide natural gas supply and natural gas distribution services to its customers under its prior tariff and the policies or programs existing on July 1, 2000 until the effective date of the Commission’s final order approving PGW’s restructuring plan and new tariff. Section 2212(d) also permits the PUC to modify PGW’s prior tariff upon PGW’s request.

5. By Order entered November 22, 2000 in Docket No. R-00005619, the Commission directed PGW to comply with the requirements of 66 Pa. C.S. §§ 1307(f) (relating to recovery of purchased gas costs) and 1317(a) and 1318(a) (relating to least cost fuel procurement), as well as the Commission’s regulations at 52 Pa. Code §§ 53.64 and 53.68, with respect to recovery of PGW’s purchased gas costs under "Gas Cost Rate" Section of its tariff.

6. On June 1, 2001, PGW filed its proposed 2001-2002 Gas Cost Rate (“GCR”)<sup>1</sup> in accordance with Section 11 of its tariff and the PUC’s orders in Docket Nos. R-00005654 (order

---

<sup>1</sup> Supplement No. 11 to Tariff Gas – Pa. P.U.C. No. 1.

approving settlement entered February 22, 2001) and R-00005619 (order entered November 22, 2000). PGW's 2001-2002 GCR proceeding was docketed at No. R-00016378.

7. By Order entered September 11, 2001 in Docket No. R-00016378, the Commission approved a Joint Petition for Complete Settlement of Philadelphia Gas Works' 2001-2002 GCR Proceeding which requires PGW to submit its annual GCR filing for 2002-2003 on March 1, 2002 and the prefiling information on February 1, 2002.

8. The Commission's regulations at 52 Pa. Code §§ 53.64(c) and 53.68(a) permit notifications of increases or decreases in purchased gas costs to customers by bill insert but require such notification, for PGW's 2006-2007 GCR, to be begun by January 30, 2006, thirty (30) days before the tariff or tariff addendum required to be filed March 1, 2006. The Commission's regulations at 52 Pa. Code §§ 53.64(c), 53.68(a) and 53.45(b) seem to require that PGW provide public notice of proposed changes in its 2006-2007 GCR in company offices that accept payments thirty (30) days before the tariff or tariff addendum required to be filed March 1, 2006, or on January 30, 2006. Because finalized data for the month of December 2005, will not be available and compiled by January 30, 2006, PGW cannot, by January 30, 2006: (a) determine its proposed GCR for the 2006-2007 GCR period; (b) begin customer bill insert notice of the proposed rate; or (c) provide public notice of the proposed rate in company offices that accept payments.

9. In addition, PGW is unable to determine its proposed 2006-2007 GCR by January 30, 2006 because it takes approximately ten (10) days to complete the revenue and GCR runs necessary to generate the proposed GCR rate. There is insufficient time available to collect the requisite information, calculate volume and cost information, establish demands, temperature patterns, *etc.*, perform the necessary revenue and GCR calculations and prepare the appropriate level of documentation to generate the proposed GCR rate.

10. In lieu of notifying individual customers by bill insert during the one-month billing cycle beginning January 30, 2006, and concluding on or before March 1, 2006, PGW hereby requests special permission to depart from the requirements of 52 Pa. Code § 53.68(a) and to notify individual customers by bill insert during a one-month billing cycle beginning on March 1, 2006, and concluding not later than March 31, 2006.

11. In lieu of providing public notice, in company offices that accept payments, of proposed changes in PGW's 2006-2007 GCR thirty (30) days before the tariff or tariff addendum required to be filed March 1, 2006, or on January 30, 2006, PGW hereby requests special permission to depart from the requirements of 52 Pa. Code §§ 53.68(a) and 53.45(b) and to provide public notice, in company offices that accept payments, of proposed changes in PGW's 2006-2007 GCR on March 1, 2006.

12. Permitting PGW to provide customer notice by bill insert beginning March 1, 2006 and to provide public notice, in company offices that accept payments, on March 1, 2006, will not prejudice individual customers or the public interest because PGW's proposed 2006-2007 GCR will not become effective in any event until September 1, 2006. In addition, permitting PGW to provide customer notice by bill insert beginning March 1, 2006 is consistent with 52 Pa. Code § 53.45(b)(4), which provides that "the bill insert shall be included with customer bills beginning no later than the day the tariff, tariff supplement or tariff revision containing the rate increase is filed."

13. Pursuant to the Joint Petition for Settlement of PGW's 2003-2004 GCR Proceeding, PGW will publish on February 16, 2006 or February 17, 2006 newspaper notice of the filing of its tariff addendum and tariff or tariff supplement in the newspapers of general circulation within the territory served by PGW in advance of the March 1, 2006 filing of its tariff addendum and tariff or tariff supplement.

14. This petition for special permission is limited to the filing requirement provisions of 52 Pa. Code § 53.64(c) and to the notice provisions of 52 Pa. Code §§ 53.68(a) and 53.45(b) as they apply to the tariff addendum and tariff or tariff supplement to be filed by PGW on March 1, 2006, and has no applicability to any subsequent tariff addendum or tariff filing. PGW acknowledges that neither the granting of the requested special permission nor PGW's filing of the tariff addendum and tariff or tariff supplement is to be construed as approval by the Commission of the proposed change in PGW's gas cost recovery rates to be set forth in the tariff addendum and tariff or tariff supplement, and PGW acknowledges that the Commission's rules with regard to the construction, filing and posting of tariffs are not to be considered as being waived, except as permitted by any special permission granted in response hereto. PGW further acknowledges the Commission's right to take such other action as may be authorized by law, notwithstanding the granting of the requested special permission.

15. Upon information and belief, PGW notes that the Commission, in the past, has granted Section 1307(f) utilities special permission to delay customer notice until closer in time to the actual rate filing. For example, by Order entered December 6, 1985, at Docket No. P-850081, the Commission approved the "Petition of the Pennsylvania Gas Association for Partial Waiver of the Commission's Regulations at 52 Pa. Code §§ 53.64(c) and 53.68(a)," permitting customer notice to begin fifteen (15) days in advance of the Section 1307(f) tariff filing. In addition, the Commission permitted National Fuel Gas Distribution ("NFGD") to begin customer notice fourteen (14) days before NFGD's 2001-2002 and 2002-2003 Section 1307(f) proceedings at Docket Nos. R-00005832 and R-00016789.

16. The Commission's Office of Trial Staff and the Office of Consumer Advocate do not oppose the relief requested in this Petition.

WHEREFORE, it is respectfully requested that the Pennsylvania Public Utility Commission approve PGW's petition for special permission to depart from the requirements of 52 Pa. Code §§ 53.45(b), 53.64(c) and 53.68(a) in order to:

- (1) provide written notice to customers by bill insert in the one-month billing cycle commencing on the date of the filing, on March 1, 2006, of a tariff addendum and tariff or tariff supplement reflecting changes in purchased gas costs and ending no later than thirty (30) after the filing of such tariff addendum and tariff or tariff supplement, instead of beginning such notice with the one-month billing cycle commencing thirty (30) days prior to the filing of the tariff addendum and tariff or tariff supplement as required by 52 Pa. Code § 53.68(a); and
- (2) in company offices in which payments are accepted, provide public notice on the date of the filing, March 1, 2006, of a tariff addendum and tariff or tariff supplement reflecting changes in purchased gas costs, instead of thirty (30) days prior to the filing of such tariff addendum and tariff or tariff supplement as required by 52 Pa. Code §§ 53.68(a) and 53.45(b).

Respectfully submitted,



\_\_\_\_\_  
Gregory J. Stunder, Esquire  
Philadelphia Gas Works  
800 West Montgomery Avenue  
Philadelphia, PA 19122  
(215) 684-6878

Attorney for Philadelphia Gas Works

Of Counsel:  
Daniel Clearfield, Esquire  
Alan Kohler, Esquire  
Wolf, Block, Schorr and Solis-Cohen LLP  
212 Locust Street, Suite 300  
Harrisburg, PA 17101  
(717) 237-7160

Date: January 31, 2006

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants listed below in accordance with the requirements of § 1.54 (relating to service by a participant).

VIA EXPRESS MAIL

Stephen Keene, Esq.  
Office of Consumer Advocate  
5<sup>th</sup> Floor, Forum Place Bldg.  
555 Walnut Street  
Harrisburg, PA 17101-1921

Charis Burak, Esquire  
McNEES, WALLACE, NURICK  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108-1166

Stephen Gray, Esq.  
Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North 2<sup>nd</sup> Street  
Harrisburg, PA 17101

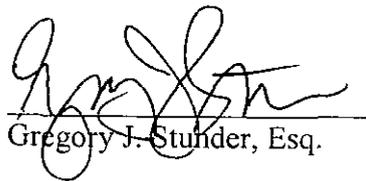
Richard LeLash  
Financial and Regulatory Consultant  
18 Seventy Acre Road  
Redding, CT 06896

Johnnie Simms, Esq.  
Office of Trial Staff  
PA Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor  
Harrisburg, PA 17120

Daniel Clearfield, Esq.  
Alan Kohler, Esq.  
Wolf, Block, Schorr and Solis-Cohen LLP  
213 Market Street  
9th Floor, P.O. Box 865  
Harrisburg, PA 17101

Phillip Bertocci, Esq.  
Community Legal Services  
1424 Chestnut Street  
Philadelphia, PA 19102

Robert Knecht  
Industrial Economics, Incorporated  
2067 Massachusetts Avenue  
Cambridge MA 02140

  
Gregory J. Stunder, Esq.

Date: January 31, 2006

**RECEIVED**

JAN 31 2006

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA

DATE: February 6, 2006

SUBJECT: R-00061296

TO: Bureau of Fixed Utility Services

FROM: James J. McNulty *ddt*  
Secretary

DOCUMENT  
FOLDER

Philadelphia Gas Works

Attached is a copy of a Letter/Petition for Special Permission to Depart from Certain Requirements of 52 Pa. Code, Sections 53.45(b), 53.64(c) and 53.68(a) concerning the Provision of Public Notice in relation to the filing of Philadelphia Gas Works' Annual 1307(f) filing.

This matter is being assigned to your Bureau for appropriate action.

Attachments

cc: Office of Trial Staff  
Office of ALJ

ddt

DOCKETED  
FEB 06 2006

ORIGINAL

**Philadelphia Gas Works**

Gregory J. Stunder  
Senior Attorney



800 W. Montgomery Avenue, Philadelphia, PA 19122  
Telephone: (215) 684-6878 – Fax (215) 684-6798  
Email: greg.stunder@pgworks.com

January 31, 2006

DOCUMENT  
FOLDER

VIA EXPRESS MAIL

James McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building - 2<sup>nd</sup> Floor, 1 North  
400 North Street  
Harrisburg, PA 17120

R-00061296

RE: Philadelphia Gas Works: 2006 - 2007 Gas Cost Rate Filing: Docket No. R-0006XXXX <sup>61296</sup>

Dear Secretary McNulty,

Enclosed for filing are an original and eight copies of the supporting information required for Philadelphia Gas Works (PGW) prefilng for its annual 2006-2007 Gas Cost Rate Filing.

Pursuant to its Joint Petition for Complete Settlement of Philadelphia Gas Works' 2001-2002 GCR Proceeding, and the Commission's September 11, 2001 Order approving such settlement entered at Docket No. R-00016378, PGW is filing the prefilng information required by the Commission's regulations on or before February 1, 2006 and will submit its annual GCR filing on or before March 1, 2006.

PGW is providing the information required by 66 Pa. C.S. §§ 1307(f), 1317 and 1318 as well as 52 Pa. Code §§ 53.64 and 53.65, in accordance with Ordering Paragraph No. 14 of the Commission's November 22, 2000 Order at Docket Number R-00005619 and PGW's acceptance of such conditions in the Commission's Order. However, the data required by 53.64(c)(1) is being filed pursuant to the attached schedule as agreed upon by the by the Office of the Trial Staff and the Office of the Consumer Advocate in prior Gas Cost Rate Proceedings.

Please contact me if you have any questions regarding this filing.

Respectfully,

Gregory J. Stunder

Enclosure

cc: All Parties of Record  
Karen Moury, Esq., Executive Director w/enc.  
Robert Rosenthal, Bureau of Fixed Utility Services w/enc.

RECEIVED  
JAN 31 2006  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Filing Schedule for the Data Required by 52 Pa. Code § 53.64(c)(1)**

<b><u>Filing requirement:</u></b>	<b><u>Data filed with the February 1, 2006 pre-filing:</u></b>	<b><u>Data filed with the March 1, 2006 annual filing:</u></b>
Schedule 1 - Twelve (12) month purchased gas costs expressed in terms of volumes and dollars for the period January 1, 2005 to December 31, 2005.	Actual data for the eleven (11) months ending November 30, 2005 and actual/estimated data for the one (1) month ending December 31, 2005.	Actual data for the twelve (12) months ending December 31, 2005.
Schedule 2 - Capacity release credits by pipeline by month for the period January 1, 2005 to December 31, 2005.	Actual data for the eleven (11) months ending November 30, 2005 and actual/estimated data for the one (1) month ending December 31, 2005.	Actual data for the twelve (12) months ending December 31, 2005.
Schedule 3 - Twenty (20) month forecasted summary of total fuel purchased for the period of January 1, 2006 through August 31, 2007.	N/A.	Twenty (20) month forecast.
Schedule 4 - Twenty (20) month forecast of capacity release credits by pipeline by month for the period of January 1, 2006 through August 31, 2007.	N/A.	Twenty (20) month forecast.

ORIGINAL

R-00061296  
Docket R-06XXX

Volume 1

Philadelphia Gas Works

Before The

Pennsylvania Public Utility Commission

DOCUMENT  
FOLDER

Computation of Annual Purchased Gas Costs  
For Twelve Months Ending August 31, 2007

66 Pa.C.S. § 1307(f)

DOCKETED  
FEB 06 2006

Information Submitted Pursuant To:

66 Pa.C.S. §§ 1307(f), 1317, 1318 and  
52 Pa. Code § 53.61, et seq.

February 1, 2006

RECEIVED  
JAN 8 1 2006  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# Philadelphia Gas Works 1307f - 2006 Prefiling

## Table of Contents

	<u>Tab</u>
53.64 (c) (1)	#1
53.64 (c) (3)	#2
53.64 (c) (4)	#3
53.64 (c) (5)	#4
53.64 (c) (6)	#5
53.64 (c) (7)	#6
53.64 (c) (8)	#7
53.64 (c) (9)	#8
53.64 (c) (10)	#9
53.64 (c) (11)	#10
53.64 (c) (12)	#11
53.64 (c) (13)	#12
53.64 (c) (14)	#13
53.64 (i) (1)	#14
53.65 (1)	#15
53.65 (2)	#16
53.65 (3)	#17
53.65 (4)	#18
53.65 (5)	#19
1317 (a) (1)	#20
1317 (a) (2)	#21
1317 (a) (3)	#22
1317 (a) (4)	#23
1317 (b) (1)	#24
1317 (b) (2)	#25
1317 (b) (3)	#26
1317 (c) (1)	#27
1317 (c) (2)	#28
1317 (d)	#29
1318 (a) (1)	#30
1318 (a) (2)	#31
1318 (a) (3)	#32
1318 (a) (4)	#33
1318 (b) (1)	#34
1318 (b) (2)	#35
1318 (b) (3)	#36
1318 (c)	#37

**Response:**

The attached schedules described herein below, contain details of the requested information. Information concerning PGW's Transportation and Storage contracts are addressed in section 53.64(c)(3).

Schedule 1 – Twelve (12) month purchased gas costs expressed in terms of volumes and dollars for the period January 1, 2005 to December 31, 2005. Actual data for the eleven (11) months ending November 30, 2005 and actual/estimated data for the one (1) month ending December 31, 2005. Actual data for the twelve (12) months ending December 31, 2005 will be provided in the 1307f filing of March 1, 2006.

Schedule 2 – Actual capacity release credits by pipeline by month for the period January 1, 2005 through December 31, 2005.

Schedule 3 - Twenty (20) month forecasted summary of total fuel purchased for the period January 1, 2006 through August 31, 2007 will be provided in the 1307f filing of March 1, 2006.

Schedule 4 – Twenty (20) month forecast of capacity release credits by pipeline by month for the period January 1, 2006 through August 31, 2007 will be provided in the 1307f filing of March 1, 2006.

Schedule 5 - Detailed description of warrantee or penalty provisions, including liquidated damages, take or pay provisions or minimum bill or take provisions of the purchases, balancing provisions and copies of Federal tariffs and contract provisions relating to the purchases—including demand and commodity components.

Philadelphia Gas Works  
Summary of Total Fuels Purchased

	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	ESTIMATE Dec-05
Williams	\$ 2,443,781	\$ 2,201,874	\$ 2,413,257	\$ 2,460,942	\$ 2,435,831	\$ 2,231,062	\$ 2,276,781	\$ 2,251,205	\$ 2,140,533	\$ 2,295,923	\$ 2,270,295	\$ 2,370,748
Texas Eastern	\$ 3,051,073	\$ 2,987,210	\$ 2,992,160	\$ 2,659,225	\$ 2,493,865	\$ 2,528,370	\$ 2,479,716	\$ 2,492,764	\$ 2,185,735	\$ 2,385,387	\$ 2,643,973	\$ 2,729,759
Dominion	\$ 139,294	\$ 138,720	\$ 132,114	\$ 132,027	\$ 133,424	\$ 131,177	\$ 131,321	\$ 120,908	\$ 127,888	\$ 126,100	\$ 126,445	\$ 138,081
Equitrans	\$ 61,087	\$ 61,009	\$ 59,791	\$ 43,399	\$ 43,739	\$ 43,682	\$ 43,738	\$ 43,739	\$ 43,173	\$ 42,600	\$ 59,072	\$ 60,932
Spot Purchases -Transco	\$ 5,451	\$ 61,099	\$ 2,902,472	\$ 1,789,065	\$ 1,953,916	\$ 10,304	\$ 32,279	\$ 4,384		\$ 6,831,348	\$ 3,112,508	\$ 45,000
Spot Purchases -Tetco										\$ 1,126,882	\$ 892,200	\$ 431,509
Transco Supply1	\$ 6,302,457	\$ 2,777,170	\$ 10,350,755		\$ 134,165							
Transco Supply2	\$ 4,668,600	\$ 3,571,660	\$ 18,600	\$ 1,296,050	\$ 501,925	\$ 2,091,753	\$ 1,162,484	\$ 936,057	\$ 672,787	\$ 4,390,625	\$ 155,250	\$ 4,757,175
Transco Supply3												\$ -
Transco Supply4												\$ -
Transco Supply5												\$ -
Transco Supply6	\$ 154,497	\$ 314,850	\$ 133,800	\$ 3,792,583	\$ 2,358,437	\$ 1,908,000	\$ 2,308,573	\$ 2,225,335	\$ 2,577,771	\$ 3,373,525	\$ 67,080	\$ -
Transco Supply7	\$ 7,085,116	\$ 7,145,826	\$ 6,435,021	\$ 2,888,647	\$ 1,492,762	\$ 3,553,399	\$ 3,056,383	\$ 484,587	\$ 2,898,388	\$ 8,524,421	\$ 655,750	\$ 8,580,625
Transco Supply8	\$ 10,489,899	\$ 9,361,928	\$ 20,767,404	\$ 4,689,800	\$ 6,756,997	\$ 3,742,500	\$ 4,398,900	\$ 4,308,658	\$ 5,972,138	\$ 4,084,262	\$ 15,222,678	\$ 14,683,528
Transco Supply9												\$ -
Transco Supply10	\$ 9,334,468	\$ 2,700,428	\$ 3,075,748	\$ 5,038,197	\$ 4,608,995	\$ 4,459,960	\$ 1,950,288	\$ 2,546,063	\$ 4,661,446	\$ 4,970,860	\$ 4,176,350	\$ 10,554,912
Transco Supply11												\$ -
Transco Supply12											\$ 4,087,091	\$ 3,782,850
Transco Supply13												\$ -
Transco Supply14	\$ 2,331,200	\$ 1,780,240	\$ 1,975,940	\$ 2,988,124	\$ 3,682,038	\$ 1,848,004	\$ 2,030,400	\$ 2,008,420	\$ 10,917	\$ 2,857,175	\$ 4,080,500	\$ 3,782,850
Transco Supply15											\$ 11,769,895	\$ 7,551,800
Transco Supply16												\$ -
Transco Supply17	\$ 2,154,500	\$ 1,806,000	\$ 1,972,840	\$ 2,220,900	\$ 2,118,880	\$ 1,917,000	\$ 2,339,526	\$ 2,088,384	\$ 1,462,754	\$ 3,473,914	\$ 3,981,000	\$ 3,791,300
Transco Supply18												\$ -
Tetco Supply1	\$ 5,175,956	\$ 3,844,522	\$ 8,120,781	\$ 543,654	\$ 568,230	\$ 2,281,085	\$ 1,882,346	\$ 3,028,125	\$ 3,554,168	\$ 3,563,032	\$ 3,425,057	\$ 11,416,384
Tetco Supply2	\$ 2,058,400	\$ 1,691,200	\$ 1,878,740								\$ 8,188,250	\$ 7,591,125
Tetco Supply3												\$ -
Tetco Supply4					\$ 580,954							\$ 891,381
Tetco Supply5												\$ -
Tetco Supply6												\$ -
Tetco Supply7	\$ 8,721,463	\$ 5,831,394	\$ 5,381,326		\$ 185,709					\$ 1,641,730	\$ 11,478,050	\$ 10,448,085
Tetco Supply8												\$ -
Tetco Supply9												\$ -
Tetco Supply10												\$ -
Tetco Supply11												\$ -
Tetco Supply12												\$ -
Tetco Supply13	\$ 9,309,644	\$ 7,796,291	\$ 7,946,721								\$ 10,226,250	\$ 9,559,625
Tetco Supply14	\$ 2,120,400	\$ 1,775,200	\$ 1,938,740	\$ 2,189,400	\$ 2,242,850	\$ 1,885,500	\$ 2,307,950	\$ 2,105,372	\$ 1,760,781	\$ 5,457,455	\$ 3,940,500	\$ 3,758,750
Tetco Supply15	\$ 1,743,440	\$ 1,462,720	\$ 1,598,112	\$ 1,765,920	\$ 1,682,184	\$ 1,532,400	\$ 1,578,335	\$ 1,905,138	\$ 2,811,880	\$ 2,738,680	\$ 3,079,200	\$ 3,009,440
Tetco Supply16	\$ 315,266	\$ 2,251,887	\$ 301,782	\$ 181,192	\$ 1,451,674	\$ 1,824,000				\$ 807,000	\$ 219,000	\$ 408,500
<b>TOTAL COSTS</b>	<b>\$ 75,625,992</b>	<b>\$ 59,359,219</b>	<b>\$ 80,394,104</b>	<b>\$ 34,677,125</b>	<b>\$ 35,402,373</b>	<b>\$ 31,988,216</b>	<b>\$ 27,979,979</b>	<b>\$ 28,527,336</b>	<b>\$ 30,480,148</b>	<b>\$ 58,568,916</b>	<b>\$ 93,994,495</b>	<b>\$ 108,340,120</b>
<b>Storages</b>												
Storage Injection	\$ (378,664)	\$ (55,955)	\$ (1,831,871)	\$ (19,677,422)	\$ (14,891,436)	\$ (18,215,188)	\$ (15,792,327)	\$ (12,703,071)	\$ (18,461,068)	\$ (22,287,289)	\$ (15,661,302)	\$ (2,275,077)
Storage Withdraw	\$ 22,930,134	\$ 17,596,862	\$ 9,083,138	\$ 3,798,347	\$ 141,318	\$ -	\$ -	\$ 14,930	\$ 764,558	\$ 1,705,019	\$ 7,215,367	\$ 24,127,750





Philadelphia Gas Works  
Cost of Fuels Purchased  
Williams Pipeline Company

Amount - \$												ESTIMATE
	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05
S-2 Capacity	\$ 4,681	\$ 5,183	\$ 5,015	\$ 5,183	\$ 5,015	\$ 5,183	\$ 5,183	\$ 5,015	\$ 5,183	\$ 5,015	\$ 5,183	\$ 5,183
Storage Demand	\$ 22,965	\$ 25,361	\$ 24,543	\$ 25,361	\$ 24,543	\$ 25,361	\$ 25,361	\$ 24,511	\$ 25,345	\$ 24,527	\$ 25,345	\$ 25,345
Handling fr Stg.	\$ 7,722	\$ 4,322	\$ 891	\$ 133							\$ 670	\$ 5,915
Handling to Stg.				\$ 255	\$ 2,054	\$ 3,338	\$ 2,352	\$ 1,286	\$ 859	\$ 1,033	\$ 1,116	
GSS Demand	\$ 170,627	\$ 154,115	\$ 170,627	\$ 165,123	\$ 170,627	\$ 165,123	\$ 170,627	\$ 170,627	\$ 165,123	\$ 170,627	\$ 165,308	\$ 170,818
Stg. Cap.Vol. Chg.	\$ 63,918	\$ 57,732	\$ 63,918	\$ 61,856	\$ 63,918	\$ 61,856	\$ 63,918	\$ 63,918	\$ 61,856	\$ 63,918	\$ 61,856	\$ 63,918
Handling fr Stg.	\$ 33,877	\$ 23,207	\$ 13,415	\$ 1,579								
Storage Injection	\$ 597	\$ 150	\$ 1,635	\$ 4,091	\$ 18,453	\$ 18,569	\$ 9,685	\$ 16,019	\$ 5,949	\$ 13,785	\$ 6,178	\$ 200
WSS Demand	\$ 22,629	\$ 20,439	\$ 22,629	\$ 21,899	\$ 22,629	\$ 21,899	\$ 22,629	\$ 21,899	\$ 21,899	\$ 22,629	\$ 21,899	\$ 22,629
Stg. Cap Vol Chg.	\$ 20,683	\$ 18,681	\$ 20,683	\$ 20,015	\$ 20,683	\$ 20,015	\$ 20,683	\$ 20,683	\$ 20,015	\$ 20,683	\$ 20,015	\$ 20,683
Handling fr Stg.				\$ 1,904	\$ 29			\$ 93	\$ 203	\$ 169	\$ 725	\$ 3,239
Handling to Stg.				\$ 433	\$ 850	\$ 2,853	\$ 3,042	\$ 1,641	\$ 1,335	\$ 1,829	\$ 2,285	\$ 593
FT Demand/3691	\$ 2,013,335	\$ 1,818,496	\$ 2,015,159	\$ 1,950,649	\$ 2,015,671	\$ 1,950,649	\$ 2,015,671	\$ 2,015,671	\$ 1,950,649	\$ 2,015,671	\$ 1,950,649	\$ 2,013,847
FT Commodity/3691	\$ 80,365	\$ 73,621	\$ 75,434	\$ 89,367	\$ 84,055	\$ 67,958	\$ 52,554	\$ 49,241	\$ 42,330	\$ 70,815	\$ 60,201	\$ 89,564
PSFT Demand/5001	\$ 13,633	\$ 12,314	\$ 11,809	\$ 11,431	\$ 11,812	\$ 11,431	\$ 11,812	\$ 11,812	\$ 11,431	\$ 11,812	\$ 11,431	\$ 13,636
PSFT Commodity	\$ 1,192	\$ 229										\$ 911
Eminence Cust. Dem.	\$ 8,065	\$ 7,284	\$ 8,065									
Eminence Cust. Cap.	\$ 7,903	\$ 7,139	\$ 7,903									
Eminence Storage Dem.	\$ 14,843	\$ 13,407	\$ 14,843	\$ 22,169	\$ 22,908	\$ 22,169	\$ 22,908	\$ 22,908	\$ 22,169	\$ 22,908	\$ 22,169	\$ 22,908
Eminence Storage Cap.	\$ 14,546	\$ 13,139	\$ 14,546	\$ 21,726	\$ 22,450	\$ 21,726	\$ 22,450	\$ 22,450	\$ 21,726	\$ 22,450	\$ 21,726	\$ 22,450
Handling fr Stg.	\$ 484	\$ 93	\$ 476	\$ 741	\$ 57			\$ 398	\$ 142	\$ 143	\$ 385	\$ 148
Handling to Stg.					\$ 7	\$ 286	\$ 622	\$ 183	\$ 418	\$ 41	\$ 342	\$ 447
Capacity Rel. Dem. Credit	\$ (104,944)	\$ (94,788)	\$ (104,944)		\$ (108,810)	\$ (224,580)	\$ (232,066)	\$ (256,866)	\$ (273,450)	\$ (231,415)	\$ (171,695)	\$ (189,415)
Capacity Rel. GRI Credit												
S2 Credit	\$ (2,932)	\$ (2,983)	\$ (2,983)	\$ (2,939)	\$ (2,940)	\$ (2,908)	\$ (2,934)	\$ (2,990)	\$ (2,985)	\$ (3,011)	\$ (2,843)	\$ (2,878)
GSS Credit												
Cash in/CashOut												
Eminence #2 Demand	\$ 24,780	\$ 22,382	\$ 24,780	\$ 30,123	\$ 31,127	\$ 30,123	\$ 31,127	\$ 31,127	\$ 30,123	\$ 31,127	\$ 30,123	\$ 31,127
Eminence #2 Capacity	\$ 24,811	\$ 22,410	\$ 24,811	\$ 29,521	\$ 30,505	\$ 29,521	\$ 30,505	\$ 30,505	\$ 29,521	\$ 30,505	\$ 29,521	\$ 30,505
Handling to Stg.				\$ 55	\$ 114	\$ 509	\$ 833	\$ 138	\$ 316	\$ 189	\$ 565	\$ 198
Handling fr Stg.				\$ 265	\$ 76			\$ 206	\$ 312	\$ 169	\$ 604	
Storage Demand S2 adj. 02/05	\$	\$ (58)										
LGS Del.Service												
<b>TOTAL</b>	<b>\$ 2,443,781</b>	<b>\$ 2,201,874</b>	<b>\$ 2,413,257</b>	<b>\$ 2,460,942</b>	<b>\$ 2,435,831</b>	<b>\$ 2,231,082</b>	<b>\$ 2,276,761</b>	<b>\$ 2,251,205</b>	<b>\$ 2,140,533</b>	<b>\$ 2,295,923</b>	<b>\$ 2,270,295</b>	<b>\$ 2,370,748</b>

Philadelphia Gas Works  
Cost of Fuels Purchased

Volume	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	ESTIMATE Dec-05
Spot Purchases - Transco	1,184	12,768	420,285	255,678	300,400	2,088	5,812	731	.	480,468	290,815	100,000
Spot Purchases - Tetco										92,847	87,500	31,720
Spot for Resale												
<b>Firm Contracts</b>												
Transco Supply1 - Dem	1,711,572	1,545,938	1,711,572	.	.	.	.	.	.	.	.	.
Commodity	883,814	348,882	1,491,558	.	.	.	.	.	.	.	.	.
Transco Supply2 - Dem	620,000	560,000	620,000	450,000	465,000	450,000	465,000	482,427	418,593	465,000	450,000	405,000
Commodity	620,000	560,000	.	155,000	50,000	313,350	142,138	100,087	49,083	293,560	.	387,747
Transco Supply3 - Dem												
Commodity												
Transco Supply4 - Dem												
Commodity												
Transco Supply5 - Dem												
Commodity	25,529	50,000	20,000	519,450	347,597	300,000	307,533	288,742	238,341	308,214	5,200	
Transco Supply7 - Dem				750,000	775,000	750,000	775,000	775,000	750,000	775,000	750,000	310,000
Commodity	1,043,736	1,138,828	1,015,823	355,003	175,560	528,440	389,555	19,921	220,848	570,050	25,000	552,478
Transco Supply8 - Dem	128,987,439	114,698,332	128,987,439									
Commodity	1,804,801	1,435,957	3,188,355	650,000	1,012,593	600,000	620,000	569,255	558,798	367,112	1,403,810	1,158,492
Transco Supply9 - Dem												
Commodity												
Transco Supply10 - Dem	14,800											
Commodity	538,000	423,800	485,000	695,340	888,125	718,610	310,000	335,138	483,577	394,521	320,000	910,522
Transco Supply11 - Dem												
Commodity												
Transco Supply12 - Dem											299,750	310,000
Commodity												
Transco Supply13 - Dem												
Commodity												
Transco Supply14 - Dem												
Commodity	310,000	280,000	310,000	409,200	549,200	293,334	270,000	280,000	1,000	271,908	300,000	310,000
Transco Supply15 - Dem												
Commodity											928,518	620,000
Transco Supply16 - Dem												
Commodity												
Transco Supply17 - Dem												
Commodity	310,000	280,000	310,000	300,000	310,000	300,000	309,871	270,271	133,888	310,849	300,000	310,000
Transco Supply18 - Dem												
Commodity												
Tetco Supply1 - Dem	1,351,975	1,351,975	1,351,975	497,561	497,561	497,561	497,561	453,730	354,871	248,000	240,000	1,833,277
Commodity	777,788	555,278	1,244,534	65,432	75,274	389,387	285,870	393,547	333,825	254,855	219,881	1,025,031
Tetco Supply2 - Dem												
Commodity	310,000	280,000	310,000								600,000	620,000
Tetco Supply3 - Dem												
Commodity												
Tetco Supply4 - Dem												
Commodity					91,168							82,318
Tetco Supply5 - Dem												
Commodity												
Tetco Supply6 - Dem												
Commodity												
Tetco Supply7 - Dem	126,666	114,408	403,000									
Commodity	1,013,782	915,852	867,451		28,234					130,298	855,000	883,500
Tetco Supply8 - Dem												
Commodity												
Tetco Supply9 - Dem												
Commodity												
Tetco Supply10 - Dem												
Commodity												
Tetco Supply11 - Dem												
Commodity												
Tetco Supply12 - Dem												
Commodity												
Tetco Supply13 - Dem	893,242	214,123	343,843									
Commodity	1,240,000	1,216,284	1,240,000									
Tetco Supply14 - Dem											750,000	775,000
Commodity	310,000	280,000	310,000	300,000	310,000	300,000	310,000	278,223	182,702	521,001	300,000	310,000
Tetco Supply15 - Dem												
Commodity	248,000	224,000	248,000	240,000	248,000	240,000	247,971	248,000	240,000	248,000	240,000	244,888
Tetco Supply16 - Dem												
Commodity	52,110	359,691	43,870	26,338	232,785	300,000				65,000	20,000	30,000

Philadelphia Gas Works  
 Cost of Fuels Purchased

Rate - \$	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	ESTIMATE Dec-05
Spot Purchases - Transco	\$ 4,613.1	\$ 4,783.1	\$ 6,906.0	\$ 6,991.4	\$ 6,504.4	\$ 4,940.2	\$ 5,553.8	\$ 6,000.0		\$ 13,801.9	\$ 10,710.1	\$ 0,450.0
Spot Purchases - Tetco										\$ 12,123.9	\$ 11,339.4	\$ 13,603.7
Spot for Resale												
Total Miscel. Purchases												
<b>Firm Contracts</b>												
Transco Supply1 - Dem Commodity	\$ 0,310.0	\$ 0,310.0	\$ 0,310.0									
Transco Supply2 - Dem Commodity	\$ 6,529.9	\$ 6,586.6	\$ 6,583.8									
Transco Supply3 - Dem Commodity	\$ 0,030.0	\$ 0,030.0	\$ 0,030.0	\$ 0,345.0	\$ 0,345.0	\$ 0,345.0	\$ 0,345.0	\$ 0,345.0	\$ 0,333.9	\$ 0,345.0	\$ 0,345.0	\$ 0,396.1
Transco Supply3 - Dem Commodity	\$ 7,500.0	\$ 6,348.0		\$ 7,360.0	\$ 8,630.0	\$ 6,180.0	\$ 7,050.0	\$ 7,760.0	\$ 10,860.0	\$ 14,410.0		\$ 11,855.0
Transco Supply4 - Dem Commodity												
Transco Supply5 - Dem Commodity												
Transco Supply6 - Dem Commodity	\$ 6,051.8	\$ 6,297.0	\$ 6,690.0	\$ 7,301.2	\$ 6,779.2	\$ 6,360.0	\$ 7,510.0	\$ 7,707.0	\$ 10,907.0	\$ 10,910.0	\$ 12,900.0	
Transco Supply7 - Dem Commodity	\$ 6,769.1	\$ 8,275.6	\$ 6,336.0	\$ 7,286.3	\$ 6,737.1	\$ 6,180.0	\$ 7,050.0	\$ 7,760.0	\$ 10,860.0	\$ 14,410.0	\$ 14,230.0	\$ 1,000.0
Transco Supply8 - Dem Commodity	\$ 0,000.9	\$ 0,000.8	\$ 0,000.8									\$ 0,015.0
Transco Supply9 - Dem Commodity	\$ 6,456.6	\$ 6,453.6	\$ 6,484.7	\$ 7,215.1	\$ 6,673.0	\$ 6,237.5	\$ 7,095.0	\$ 7,569.3	\$ 10,687.5	\$ 11,125.4	\$ 10,836.8	\$ 12,671.3
Transco Supply10 - Dem Commodity	\$ 6,791.9	\$ 6,371.9	\$ 6,341.7	\$ 7,245.7	\$ 6,717.4	\$ 6,206.4	\$ 6,291.3	\$ 7,597.1	\$ 10,055.4	\$ 12,599.7	\$ 13,051.1	\$ 11,592.2
Transco Supply11 - Dem Commodity												
Transco Supply12 - Dem Commodity												\$ 12,235.0
Transco Supply13 - Dem Commodity												
Transco Supply14 - Dem Commodity	\$ 7,520.0	\$ 6,358.0	\$ 6,374.0	\$ 7,302.4	\$ 6,667.9	\$ 6,300.0	\$ 7,520.0	\$ 7,717.0	\$ 10,917.0	\$ 10,508.0	\$ 13,835.0	\$ 12,235.0
Transco Supply15 - Dem Commodity											\$ 12,725.1	\$ 12,180.0
Transco Supply16 - Dem Commodity												
Transco Supply17 - Dem Commodity	\$ 6,950.0	\$ 6,450.0	\$ 6,364.0	\$ 7,403.0	\$ 6,828.0	\$ 6,390.0	\$ 7,550.0	\$ 7,727.0	\$ 10,927.0	\$ 11,182.8	\$ 13,270.0	\$ 12,230.0
Transco Supply18 - Dem Commodity												
Tetco Supply1 - Dem Commodity	\$ 0,300.0	\$ 0,300.0	\$ 0,300.0	\$ 0,150.0	\$ 0,150.0	\$ 0,150.0	\$ 0,150.0	\$ 0,158.5	\$ 0,150.0	\$ 0,150.0	\$ 0,250.1	\$ 0,254.0
Tetco Supply2 - Dem Commodity	\$ 6,133.3	\$ 6,193.2	\$ 6,199.3	\$ 7,168.0	\$ 8,557.3	\$ 5,973.3	\$ 6,789.2	\$ 7,514.0	\$ 10,493.6	\$ 13,888.0	\$ 13,724.2	\$ 10,732.8
Tetco Supply3 - Dem Commodity	\$ 6,640.0	\$ 6,040.0	\$ 6,054.0									\$ 12,243.8
Tetco Supply4 - Dem Commodity					\$ 6,372.3							\$ 14,303.9
Tetco Supply5 - Dem Commodity												
Tetco Supply6 - Dem Commodity												
Tetco Supply7 - Dem Commodity	\$ 0,005.0	\$ 0,005.0	\$ 0,005.0									
Tetco Supply8 - Dem Commodity	\$ 6,629.5	\$ 6,148.2	\$ 6,201.3		\$ 6,577.5					\$ 12,600.0	\$ 13,425.8	\$ 11,825.8
Tetco Supply9 - Dem Commodity												
Tetco Supply10 - Dem Commodity												
Tetco Supply11 - Dem Commodity												
Tetco Supply12 - Dem Commodity												
Tetco Supply13 - Dem Commodity	\$ 0,010.0	\$ 0,010.0	\$ 0,010.0									
Tetco Supply14 - Dem Commodity	\$ 7,502.2	\$ 6,408.3	\$ 6,405.9									\$ 12,335.0
Tetco Supply15 - Dem Commodity	\$ 6,840.0	\$ 6,340.0	\$ 6,254.0	\$ 7,298.0	\$ 7,235.0	\$ 6,285.0	\$ 7,445.0	\$ 7,622.0	\$ 10,822.0	\$ 10,474.8	\$ 13,165.0	\$ 12,125.0
Tetco Supply16 - Dem Commodity	\$ 7,030.0	\$ 6,530.0	\$ 6,444.0	\$ 7,358.0	\$ 6,783.0	\$ 6,385.0	\$ 6,365.0	\$ 7,682.0	\$ 10,882.0	\$ 11,035.0	\$ 12,830.0	\$ 12,290.0
Tetco Supply16 - Dem Commodity	\$ 6,050.0	\$ 6,260.6	\$ 6,910.5	\$ 6,880.0	\$ 6,235.8	\$ 6,080.0				\$ 13,953.8	\$ 10,950.0	\$ 13,550.0

Philadelphia Gas Works

Cost of Fuels Purchased

1307F 53.64 C1-Schedule 1

Amounts - \$	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	ESTIMATE Dec-05
Spot Purchases - Transco	\$ 5,451	\$ 61,099	\$ 2,902,472	\$ 1,789,065	\$ 1,953,916	\$ 10,304	\$ 32,279	\$ 4,384		\$ 8,631,348	\$ 3,112,508	\$ 45,000
Spot Purchases - Tetco										\$ 1,128,882	\$ 992,200	\$ 431,509
Spot for Resale												
Total Miscel. Purchases	\$ 5,451	\$ 61,099	\$ 2,902,472	\$ 1,789,065	\$ 1,953,916	\$ 10,304	\$ 32,279	\$ 4,384		\$ 7,788,230	\$ 4,104,708	\$ 478,509
Firm Contracts												
Transco Supply 1 - Dem	\$ 530,587	\$ 479,240	\$ 530,587		\$ 134,165							
Commodity	\$ 5,771,870	\$ 2,297,930	\$ 9,820,188									
Transco Supply 2 - Dem	\$ 18,800	\$ 18,800	\$ 18,800	\$ 155,250	\$ 160,425	\$ 155,250	\$ 160,425	\$ 159,537	\$ 139,756	\$ 180,425	\$ 155,250	\$ 160,425
Commodity	\$ 4,650,000	\$ 3,554,880		\$ 1,140,800	\$ 341,500	\$ 1,938,503	\$ 1,002,059	\$ 776,520	\$ 533,041	\$ 4,230,200		\$ 4,590,750
Transco Supply 3 - Dem												
Commodity												
Transco Supply 4 - Dem												
Commodity												
Transco Supply 5 - Dem												
Commodity												
Transco Supply 6 - Dem												
Commodity	\$ 154,497	\$ 314,850	\$ 133,800	\$ 3,792,583	\$ 2,358,437	\$ 1,808,000	\$ 2,309,573	\$ 2,225,335	\$ 2,577,771	\$ 3,373,525	\$ 67,080	
Transco Supply 7 - Dem				\$ 300,000	\$ 300,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 300,000	\$ 310,000	\$ 300,000	\$ 310,000
Commodity	\$ 7,065,116	\$ 7,145,826	\$ 6,435,021	\$ 2,586,647	\$ 1,182,762	\$ 3,253,399	\$ 2,748,383	\$ 154,587	\$ 2,398,388	\$ 8,214,421	\$ 355,750	\$ 2,270,825
Transco Supply 8 - Dem	\$ 108,329	\$ 94,788	\$ 104,944								\$ 9,000	\$ 9,300
Commodity	\$ 10,381,570	\$ 9,287,140	\$ 20,862,460	\$ 4,689,800	\$ 6,756,907	\$ 3,742,500	\$ 4,398,900	\$ 4,308,858	\$ 5,972,138	\$ 4,084,282	\$ 15,213,878	\$ 14,854,228
Transco Supply 9 - Dem												
Commodity												
Transco Supply 10 - Dem	\$ 5,894,000											
Commodity	\$ 3,640,468	\$ 2,700,428	\$ 3,075,748	\$ 5,038,197	\$ 4,608,095	\$ 4,459,960	\$ 1,950,288	\$ 2,548,063	\$ 4,681,448	\$ 4,970,860	\$ 4,178,350	\$ 10,554,912
Transco Supply 11 - Dem												
Commodity												
Transco Supply 12 - Dem												
Commodity											\$ 4,087,091	\$ 3,792,850
Transco Supply 13 - Dem												
Commodity												
Transco Supply 14 - Dem												
Commodity	\$ 2,331,200	\$ 1,780,240	\$ 1,975,940	\$ 2,988,124	\$ 3,682,038	\$ 1,848,004	\$ 2,030,400	\$ 2,008,420	\$ 10,917	\$ 2,857,175	\$ 4,090,500	\$ 3,792,850
Transco Supply 15 - Dem												
Commodity											\$ 11,789,995	\$ 7,551,600
Transco Supply 16 - Dem												
Commodity												
Transco Supply 17 - Dem												
Commodity	\$ 2,154,500	\$ 1,808,000	\$ 1,972,840	\$ 2,220,900	\$ 2,116,680	\$ 1,917,000	\$ 2,339,528	\$ 2,088,384	\$ 1,482,754	\$ 3,473,914	\$ 3,981,000	\$ 3,781,300
Transco Supply 18 - Dem												
Commodity												
Tetco Supply 1 - Dem	\$ 405,592	\$ 405,592	\$ 405,592	\$ 74,634	\$ 74,634	\$ 74,634	\$ 74,634	\$ 71,030	\$ 53,231	\$ 74,584	\$ 405,987	\$ 414,893
Commodity	\$ 4,770,364	\$ 3,438,929	\$ 7,715,189	\$ 469,020	\$ 493,596	\$ 2,208,451	\$ 1,807,712	\$ 2,857,095	\$ 3,500,935	\$ 3,488,447	\$ 3,019,070	\$ 11,001,492
Tetco Supply 2 - Dem												
Commodity	\$ 2,058,400	\$ 1,891,200	\$ 1,878,740									
Tetco Supply 3 - Dem												
Commodity											\$ 8,188,250	\$ 7,591,125
Tetco Supply 4 - Dem												
Commodity					\$ 580,954							\$ 891,381
Tetco Supply 5 - Dem												
Commodity												
Tetco Supply 6 - Dem												
Commodity												
Tetco Supply 7 - Dem	\$ 633	\$ 572	\$ 2,015									
Commodity	\$ 6,720,829	\$ 5,630,822	\$ 5,379,311		\$ 165,709					\$ 1,841,730	\$ 11,478,050	\$ 10,448,085
Tetco Supply 8 - Dem												
Commodity												
Tetco Supply 9 - Dem												
Commodity												
Tetco Supply 10 - Dem												
Commodity												
Tetco Supply 11 - Dem												
Commodity												
Tetco Supply 12 - Dem												
Commodity												
Tetco Supply 13 - Dem	\$ 8,933	\$ 2,141	\$ 3,438									
Commodity	\$ 9,302,711	\$ 7,794,150	\$ 7,943,285									
Tetco Supply 14 - Dem												
Commodity	\$ 2,120,400	\$ 1,775,200	\$ 1,938,740	\$ 2,189,400	\$ 2,242,850	\$ 1,885,500	\$ 2,307,950	\$ 2,105,372	\$ 1,780,781	\$ 5,457,455	\$ 3,949,500	\$ 3,758,750
Tetco Supply 15 - Dem												
Commodity	\$ 1,743,440	\$ 1,462,720	\$ 1,598,112	\$ 1,765,920	\$ 1,682,184	\$ 1,537,400	\$ 1,578,335	\$ 1,905,136	\$ 2,611,880	\$ 2,736,880	\$ 3,079,200	\$ 3,000,440
Tetco Supply 16 - Dem												
Commodity	\$ 315,266	\$ 2,251,887	\$ 301,782	\$ 181,192	\$ 1,451,674	\$ 1,824,000				\$ 907,000	\$ 219,000	\$ 406,500

\*Option Payment (4/05 - 3/07)

\*FS Demand paid in 5/2005 is PPA for 5/2003

Philadelphia Gas Works  
Cost of Fuels Purchased  
Texas Eastern

	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	ESTIMATE Dec-05
Volumes - Dth												
CDS Access Area Demand	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
CDS Market Area Demand	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573
CDS Commodity	1,833,686	1,815,913	2,017,480	124,696	908,788	1,344,867	812,653	1,043,712	683,274	1,122,741	1,606,791	2,217,250
CDS ACA Charge	1,833,686	1,815,913	2,017,480	124,696	908,788	1,344,867	812,653	1,043,712	683,274	1,122,741	1,606,791	2,217,250
FT1 Access Area Demand	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822
FT1 Market Area Demand	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878
FT1 Commodity	738,482	667,016	738,482	463,134	0	0	0	0	0	0	153,432	235,580
FT1 ACA Charge	738,482	667,016	738,482	463,134	0	0	0	0	0	0	153,432	235,580
SS1 Demand 400121	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118
Space Charge	220,590	220,590	220,590	220,590	220,590	220,590	220,590	220,590	220,590	205,177	220,590	220,590
Handling fr Storage	668,600	495,991	192,376	41,009	0	0	0	2,055		72,829	132,816	264,280
Excess Withdrawal	9,069											
Storage Injection	27,212	1,675	41,102	4,072	306,416	408,153	206,518	162,928	236,514	473,143	183,302	14,857
Excess Injection	626		19,083						3,541			
Storage Surcharge Credit												
SS1 Demand 400209	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847
Space Charge	205,177	205,177	205,177	205,177	205,177	205,177	205,177	205,177	205,177	205,177	205,177	205,177
Handling fr Storage	604,563	481,016	168,478	97,139	3,101	0	0	0	27,720	20,033	66,174	364,294
Excess Withdrawal												
Storage Injection	1,984	1,581	82,412	168,548	138,871	375,370	213,816	389,128	272,665	161,407	128,198	
Excess Injection						91						
Storage Surcharge Credit												
FTS-2 Demand	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394
FTS-7 Demand	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788
FTS-8 Demand	25,709	25,709	25,709	25,709	25,709	25,709	25,709	25,709	25,709	27,040	25,709	25,709
FT-1 Acc.Area Dem. 800514	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000
FT-1 Market Area Demand	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474
FT-1 GRI Demand												
FT Commodity	558,000	504,000	558,000								540,000	
FT-1 GRI Usage												
FT-1 ACA Charge	558,000	504,000	558,000								540,000	
M1-M3 Cap.Rel. GRI dem.credit												
M1-M3 Cap.Rel. demand credit				(540,000)	(558,000)	(540,000)	(558,000)	(558,000)	(540,000)	(558,000)		
FT-1 Acc.Area Dem. 800515	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000
FT-1 Market Area Demand	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474
FT-1 GRI Demand												
FT Commodity	558,000	504,000	558,000								539,997	
FT-1 GRI Usage												
FT-1 ACA Charge	558,000	504,000	558,000								539,997	
M1-M3 Cap.Rel. GRI dem.credit												
M1-M3 Cap.Rel. demand credit				(540,000)	(558,000)	(540,000)	(558,000)	(558,000)	(540,000)	(504,000)		
CDS 800232 M1-M2 Cap. Rel.												
FT1-800233 M1-M3 Cap. Rel.					(738,482)	(714,660)	(738,482)	(738,482)	(714,660)	(738,482)	(547,906)	(500,262)
FT-2,7,8 ACA	982,342	860,107	555,231	0		0				51,416	215,970	982,859

Philadelphia Gas Works  
Cost of Fuels Purchased  
Texas Eastern

	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	ESTIMATE
Volumes - Dth													
CDS Access Area Demand	10,9160	10,8680	10,8680	10,8680	10,8680	10,8680	10,8680	10,8600	10,8600	10,8600	10,8600	10,8390	
CSD Market Area Demand	3,3851	3,3851	3,3851	3,3851	3,3851	3,3851	3,3851	3,3851	3,3851	3,3851	3,3851	3,3851	
CDS Commodity	0,0764	0,0715	0,0750	0,0682	0,0743	0,0610	0,0681	0,0619	0,0726	0,0764	0,0737	0,0728	
CDS ACA Charge	0,0019	0,0019	0,0019	0,0019	0,0019	0,0019	0,0019	0,0019	0,0019	0,0018	0,0018	0,0018	
FT1 Access Area Demand	10,6930	10,6450	10,6450	10,6450	10,6450	10,6450	10,6450	10,6370	10,6370	10,6370	10,6370	10,6160	
FT1 Market Area Demand	3,5482	3,5482	3,5482	3,5482	3,5482	3,5482	3,5482	3,5482	3,5482	3,5482	3,5482	3,5482	
FT1 Commodity	0,0772	0,0745	0,0732	0,0698	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	
FT1 ACA Charge	0,0019	0,0019	0,0019	0,0019	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	
SS1 Demand 400121	5,5020	5,4910	5,4910	5,4910	5,4910	5,4910	5,4910	5,4880	5,4880	5,4880	5,4880	5,4860	
Space Charge	0,1293	0,1293	0,1293	0,1293	0,1293	0,1293	0,1293	0,1293	0,1293	0,1293	0,1293	0,1390	
Handling fr Storage	0,0583	0,0576	0,0576	0,0576	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	
Excess Withdrawal	1,0152	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	
Storage Injection	0,0356	0,0356	0,0356	0,0356	0,0356	0,0356	0,0356	0,0356	0,0356	0,0356	0,0356	0,0354	
Excess Injection	0,1606	0,0000	0,1606	0,0000	0,0000	0,0000	0,0000	0,0000	0,1606	0,0000	0,0000	0,0000	
Storage Surcharge Credit	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	
SS1 Demand 400209	5,5020	5,4910	5,4910	5,4910	5,4910	5,4910	5,4910	5,4880	5,4880	5,4880	5,4880	5,4860	
Space Charge	0,1293	0,1293	0,1293	0,1293	0,1293	0,1293	0,1293	0,1293	0,1293	0,1293	0,1293	0,1293	
Handling fr Storage	0,0583	0,0576	0,0576	0,0576	0,0576				0,0580	0,0580	0,0580	0,0000	
Excess Withdrawal													
Storage Injection	0,0356	0,0356	0,0356	0,0356	0,0356	0,0356	0,0356	0,0356	0,0356	0,0356	0,0356	0,0000	
Excess Injection													
Storage Surcharge Credit													
FTS-2 Demand	7,9590	7,9590	7,9590	7,9590	7,9590	7,9590	7,9590	7,9590	7,9590	7,9590	7,9590	7,9590	
FTS-7 Demand	6,5760	6,5760	6,5760	6,5760	6,5760	6,5760	6,5760	6,5760	6,5760	6,5760	6,5760	6,5760	
FTS-8 Demand	6,8640	6,8640	6,8640	6,8640	6,8640	6,8640	6,8640	6,8640	6,8640	6,5261	6,8640	6,8640	
FT-1 Acc.Area Dem. 800514	10,6930	10,6450	10,6450	10,6450	10,6450	10,6450	10,6450	10,6370	10,6370	10,6370	10,6370	10,6160	
FT-1 Market Area Demand	2,2387	2,2387	2,2387	2,2387	2,2387	2,2387	2,2387	2,2387	2,2387	2,2387	2,2387	2,2387	
FT-1 GRI Demand													
FT Commodity											0,0679	0,0000	
FT-1 GRI Usage													
FT-1 ACA Charge											0,0018	0,0000	
M1-M3 Cap.Rel. GRI dem.credit													
M1-M3 Cap.Rel. demand credit	0,0000	0,0000	0,0000	0,0710	0,1984	0,1984	0,1984	0,1983	0,1983	0,0800	0,0000	0,0000	
FT-1 Acc.Area Dem. 800515	10,6930	10,6450	10,6450	10,6450	10,6450	10,6450	10,6450	10,6370	10,6370	10,6370	10,6370	10,6160	
FT-1 Market Area Demand	2,2387	2,2387	2,2387	2,2387	2,2387	2,2387	2,2387	2,2387	2,2387	2,2387	2,2387	2,2387	
FT-1 GRI Demand													
FT-1 Commodity	0,0717	0,0690	0,0684	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0704	0,0000	
FT-1 GRI Usage													
FT-1 ACA Charge	0,0019	0,0019	0,0019	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0018	0,0000	
M1-M3 Cap.Rel. GRI dem.credit													
M1-M3 Cap.Rel. demand credit				0,0600	0,1984	0,1984	0,1984	0,1983	0,1983	0,0500	0,0000	0,0000	
CDS 800232 M1-M2 Cap. Rel.													
FT1-800233 M1-M3 Cap. Rel.					0,0600	0,0600	0,0600	0,0600	0,4800	0,4800	0,4800	0,4800	
FT-2,7,8 ACA	0,0019	0,0019	0,0019	0,0000	0,0000	0,0000	0,0000	0,0000	0,0000	0,0018	0,0018	0,0018	

Philadelphia Gas Works  
Cost of Fuels Purchased  
Texas Eastern

Volumes - Dth	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05
CDS Access Area Demand	\$ 818,700	\$ 815,100	\$ 815,100	\$ 815,100	\$ 815,100	\$ 815,100	\$ 815,100	\$ 814,500	\$ 814,500	\$ 814,500	\$ 814,500	\$ 812,925
CDS Market Area Demand	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293	\$ 330,293
CDS Commodity	\$ 140,041	\$ 129,918	\$ 151,266	\$ 8,506	\$ 67,554	\$ 82,030	\$ 55,350	\$ 64,612	\$ 49,822	\$ 85,780	\$ 118,480	\$ 181,417
CDS ACA Charge	\$ 3,484	\$ 3,450	\$ 3,833	\$ 237	\$ 1,727	\$ 2,555	\$ 1,544	\$ 1,983	\$ 1,298	\$ 2,021	\$ 2,892	\$ 3,991
FT1 Access Area Demand	\$ 254,729	\$ 253,585	\$ 253,585	\$ 253,585	\$ 253,585	\$ 253,585	\$ 253,585	\$ 253,395	\$ 253,395	\$ 253,395	\$ 253,395	\$ 252,894
FT1 Market Area Demand	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717	\$ 194,717
FT1 Commodity	\$ 56,996	\$ 49,699	\$ 54,021	\$ 32,320							\$ 12,308	\$ 18,247
FT1 ACA Charge	\$ 1,403	\$ 1,267	\$ 1,403	\$ 880							\$ 278	\$ 424
SS1 Demand 400121	\$ 242,737	\$ 242,252	\$ 242,252	\$ 242,252	\$ 242,252	\$ 242,252	\$ 242,252	\$ 242,120	\$ 242,120	\$ 242,120	\$ 242,120	\$ 242,031
Space Charge	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522
Handling fr Storage	\$ 38,979	\$ 28,569	\$ 11,081	\$ 2,362				\$ 119		\$ 4,224	\$ 7,703	\$ 15,090
Excess Withdrawal	\$ 9,207											
Storage Injection	\$ 969	\$ 60	\$ 1,463	\$ 145	\$ 10,908	\$ 14,530	\$ 7,352	\$ 5,800	\$ 8,420	\$ 16,844	\$ 6,526	\$ 526
Excess Injection	\$ 101	\$	\$ 3,065					\$ 569	\$	\$		
Storage Surcharge Credit	\$ (25,320)	\$ (25,323)	\$ (24,954)	\$ (24,960)	\$ (24,684)	\$ (25,533)	\$ (25,428)	\$ (25,384)	\$ (25,606)	\$ (24,180)	\$ (24,481)	\$ (24,547)
SS1 Demand 400209	\$ 114,700	\$ 114,471	\$ 114,471	\$ 114,471	\$ 114,471	\$ 114,471	\$ 114,471	\$ 114,408	\$ 114,408	\$ 114,408	\$ 114,408	\$ 114,387
Space Charge	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529
Handling fr Storage	\$ 35,246	\$ 27,707	\$ 9,704	\$ 5,595	\$ 179					\$ 1,162	\$ 3,838	
Excess Withdrawal												
Storage Injection	\$ 71	\$ 56	\$ 2,934	\$ 6,000	\$ 4,944	\$ 13,363	\$ 7,612	\$ 13,853	\$ 9,707	\$ 5,746	\$ 4,564	\$ 20,801
Excess Injection					\$	\$ 15						
Storage Surcharge Credit	\$ (11,965)	\$ (11,966)	\$ (11,791)	\$ (11,794)	\$ (11,664)	\$ (12,065)	\$ (12,016)	\$ (11,895)	\$ (12,100)	\$ (11,426)	\$ (11,568)	\$ (11,599)
FTS-2 Demand	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931
FTS-7 Demand	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214
FTS-8 Demand	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467
FT-1 Acc.Area Dem. 800514	\$ 192,474	\$ 191,610	\$ 191,610	\$ 191,610	\$ 191,610	\$ 191,610	\$ 191,610	\$ 191,466	\$ 191,466	\$ 191,466	\$ 191,466	\$ 191,088
FT-1 Market Area Demand	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687
FT-1 GRI Demand												
FT Commodity	\$ 40,007	\$ 34,774	\$ 38,142								\$ 38,659	\$ 37,665
FT-1 GRI Usage												
FT-1 ACA Charge	\$ 1,060	\$ 958	\$ 1,060									
M1-M3 Cap.Rel. GRI dem.credit										\$	\$ 972	\$ 1,004
M1-M3 Cap.Rel. demand credit			\$	\$ (38,340)	\$ (110,732)	\$ (107,160)	\$ (110,732)	\$ (110,659)	\$ (107,089)	\$ (44,640)		
FT-1 Acc.Area Dem. 800516	\$ 192,474	\$ 191,610	\$ 191,610	\$ 191,610	\$ 191,610	\$ 191,610	\$ 191,610	\$ 191,466	\$ 191,466	\$ 191,466	\$ 191,466	\$ 191,088
FT-1 Market Area Demand	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687	\$ 25,687
FT-1 GRI Demand												
FT Commodity	\$ 40,007	\$ 34,774	\$ 38,142								\$ 38,014	\$ 37,666
FT-1 GRI Usage												
FT-1 ACA Charge	\$ 1,060	\$ 958	\$ 1,060									
M1-M3 Cap.Rel. GRI dem.credit										\$	\$ 972	\$ 1,004
M1-M3 Cap.Rel. demand credit			\$	\$ (32,400)	\$ (110,732)	\$ (107,160)	\$ (110,732)	\$ (110,859)	\$ (107,089)	\$ (25,200)		
CDS 800232 M1-M2 Cap. Rel.												
FT1-800233 M1-M3 Cap. Rel.				\$	\$ (44,309)	\$ (42,880)	\$ (44,309)	\$ (44,309)	\$ (343,005)	\$ (354,438)	\$ (282,970)	\$ (240,103)
FT-2,7,8 ACA	\$ 1,866	\$ 1,634	\$ 1,055						\$	\$ 93	\$ 389	\$ 1,733
Interest Payment (800232/800233)							\$ 365					
Interest Payment (800514/800515)							\$ 35					
<b>TOTAL</b>	<b>\$ 3,051,073</b>	<b>\$ 2,987,210</b>	<b>\$ 2,992,160</b>	<b>\$ 2,659,225</b>	<b>\$ 2,493,866</b>	<b>\$ 2,528,370</b>	<b>\$ 2,479,716</b>	<b>\$ 2,492,764</b>	<b>\$ 2,185,735</b>	<b>\$ 2,386,387</b>	<b>\$ 2,643,973</b>	<b>\$ 2,729,759</b>

Philadelphia Gas Works  
Cost of Fuels Purchased  
Equitrans

	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	ESTIMATE Dec-05
<b>Volumes</b>												
STS-1 Cap. Res. Chge.	4,998	4,998	4,998	2,613	2,613	2,613	2,613	2,613	2,613	2,613	4,998	4,998
STS-1 Commodity Inj.				66,300	82,212	79,560	82,186	82,212	55,692	28,993		
SS-3 Demand	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998
SS-3 Space Charge	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500
SS-3 Storage Withdrawal	144,942	139,944	61,342								14,994	134,946
SS-3 Storage Injection				64,775	80,321	77,730	80,296	80,321	54,411	28,326		
ACA STS-1				66,300	82,212	79,560	82,186	82,212	55,692	28,993		
<b>Rates - \$</b>												
STS-1 Cap. Res. Chge.	6.2535	6.2535	6.2535	5.5105	5.5105	5.5105	5.5105	5.5105	5.5105	5.5105	6.2535	6.2535
STS-1 Commodity Inj.	0.0000	0.0000	0.0000	0.0043	0.0043	0.0043	0.0043	0.0043	0.0043	0.0043	0.0043	0.0043
SS-3 Demand	1.8289	1.8289	1.8289	1.8289	1.8289	1.8289	1.8289	1.8289	1.8289	1.8289	1.8289	1.8289
SS-3 Space Charge	0.0353	0.0353	0.0353	0.0353	0.0353	0.0353	0.0353	0.0353	0.0353	0.0353	0.0353	0.0353
SS-3 Storage Withdrawal	0.0155	0.0155	0.0155	0.0155	0.0155	0.0155	0.0155	0.0155	0.0155	0.0155	0.0155	0.0155
SS-3 Storage Injection	0.0155	0.0000	0.0000	0.0155	0.0155	0.0155	0.0155	0.0155	0.0155	0.0155	0.0155	0.0155
ACA STS-1	0.0019	0.1900	0.1900	0.0019	0.0019	0.0019	0.0019	0.0019	0.0019	0.0018	0.0018	0.0018
<b>Total Amount - \$</b>												
STS-1 Transp. Demand	\$ 31,255	\$ 31,255	\$ 31,255	\$ 14,399	\$ 14,399	\$ 14,399	\$ 14,399	\$ 14,399	\$ 14,399	\$ 14,399	\$ 31,255	\$ 31,255
STS-1 Commodity Inj.	\$ -	\$ -	\$ -	\$ 285	\$ 353	\$ 342	\$ 353	\$ 353	\$ 239	\$ 125	\$ -	\$ -
SS-3 Demand	\$ 9,141	\$ 9,141	\$ 9,141	\$ 9,141	\$ 9,141	\$ 9,141	\$ 9,141	\$ 9,141	\$ 9,141	\$ 9,141	\$ 9,141	\$ 9,141
SS-3 Space Charge	\$ 18,444	\$ 18,444	\$ 18,444	\$ 18,444	\$ 18,444	\$ 18,444	\$ 18,444	\$ 18,444	\$ 18,444	\$ 18,444	\$ 18,444	\$ 18,444
SS-3 Storage Withdrawal	\$ 2,247	\$ 2,169	\$ 951								\$ 232	\$ 2,092
SS-3 Storage Injection				\$ 1,004	\$ 1,245	\$ 1,205	\$ 1,245	\$ 1,245	\$ 843	\$ 439	\$ -	\$ -
ACA STS-1				\$ 126	\$ 156	\$ 151	\$ 156	\$ 156	\$ 106	\$ 52	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 61,087</b>	<b>\$ 61,009</b>	<b>\$ 69,791</b>	<b>\$ 43,399</b>	<b>\$ 43,739</b>	<b>\$ 43,682</b>	<b>\$ 43,738</b>	<b>\$ 43,739</b>	<b>\$ 43,173</b>	<b>\$ 42,600</b>	<b>\$ 59,072</b>	<b>\$ 60,932</b>

Philadelphia Gas Works  
Cost of Fuels Purchased  
Dominion

Volumes												ESTIMATE
	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05
GSS Storage Demand	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047
GSS Storage Capacity	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971
GSS Storage Injection	-	-	18,313	555,930	585,834	564,132	571,639	-	348,994	203,460	91,565	-
GSS Handling from Storage	851,175	732,011	501,843	-	-	-	-	-	-	52,200	204,282	841,230
GSS-TE Surcharge	851,175	732,011	501,843	-	-	-	-	-	-	52,200	204,282	841,230
GSS-TE Excess Injection	-	-	-	-	1,257	-	-	-	-	-	-	-
<b>Rates - \$</b>												
GSS Storage Demand	\$ 1.8822	\$ 1.8822	\$ 1.8822	\$ 1.8822	\$ 1.8822	\$ 1.8822	\$ 1.8822	\$ 1.8822	\$ 1.8822	\$ 1.8822	\$ 1.8825	\$ 1.8825
GSS Storage Capacity	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145
GSS Storage Injection	\$ 0.0200	\$ -	\$ 0.0200	\$ 0.0200	\$ 0.0200	\$ 0.0200	\$ 0.0200	\$ 0.0200	\$ 0.0200	\$ 0.0200	\$ 0.0202	\$ 0.0202
GSS Handling from Storage	\$ 0.0166	\$ 0.0166	\$ 0.0166	\$ 0.0166	\$ 0.0166	\$ 0.0166	\$ 0.0166	\$ 0.0166	\$ 0.0166	\$ 0.0165	\$ 0.0169	\$ 0.0169
GSS-TE Surcharge	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0011	\$ 0.0011
GSS-TE Excess Injection	-	-	-	-	\$ 0.6358	-	-	-	-	-	-	-
<b>Total Amount - \$</b>												
GSS Storage Demand	\$ 64,083	\$ 64,083	\$ 64,083	\$ 64,083	\$ 64,083	\$ 64,083	\$ 64,083	\$ 64,083	\$ 64,083	\$ 64,083	\$ 64,093	\$ 64,093
GSS Storage Capacity	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825
GSS Storage Injection	\$ -	\$ -	\$ 366	\$ 11,119	\$ 11,717	\$ 11,283	\$ 11,433	\$ -	\$ 6,980	\$ 4,069	\$ 1,850	\$ -
GSS Handling from Storage	\$ 14,130	\$ 12,151	\$ 8,331	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 861	\$ 3,452	\$ 14,217
GSS-TE Surcharge	\$ 4,256	\$ 3,660	\$ 2,509	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 261	\$ 225	\$ 925
GSS-TE Excess Injection	-	-	-	-	\$ 799	-	-	-	-	-	-	-
Overrun/ Penalty Distribution	-	-	-	-	-	\$ (1,014)	-	-	-	-	-	-
Transportation Cost Recovery Adj.	-	-	-	-	-	-	\$ (1,020)	-	-	-	-	-
<b>TOTAL</b>	<b>\$ 139,294</b>	<b>\$ 136,720</b>	<b>\$ 132,114</b>	<b>\$ 132,027</b>	<b>\$ 133,424</b>	<b>\$ 131,177</b>	<b>\$ 131,321</b>	<b>\$ 120,908</b>	<b>\$ 127,888</b>	<b>\$ 126,100</b>	<b>\$ 126,445</b>	<b>\$ 136,061</b>

MONTH	Capacity Release					
	TGPL		TETCO		Combined Total	
	Total Credits	Volume DTH'S	Total Credits	Volume DTH'S	Total Credits	Volume DTH'S
Jan-05						
Feb-05	-	-	-	-	-	-
Mar-05	-	-	-	-	-	-
Apr-05	-	-	70,740	1,080,000	\$70,740	1,080,000
May-05	108,810	620,000	265,773	1,854,482	\$374,583	2,474,482
Jun-05	224,580	1,350,000	257,200	1,794,660	\$481,780	3,144,660
Jul-05	232,066	1,395,000	265,773	1,854,482	\$497,839	3,249,482
Aug-05	256,866	1,550,000	265,626	1,854,482	\$522,492	3,404,482
Sep-05	273,450	900,000	\$557,183	1,794,660	\$830,633	2,694,660
Oct-05	231,415	620,000	\$424,278	1,800,482	\$655,693	2,420,482
Nov-05	171,695	460,000	\$262,970	547,906	\$434,665	1,007,906
Dec-05		-			-	-
<b>Total</b>	<b>\$ 1,498,882</b>	<b>6,895,000</b>	<b>\$ 2,369,544</b>	<b>12,581,154</b>	<b>\$ 3,868,426</b>	<b>19,476,154</b>

Federal Tariff Provisions

Schedule 5  
Item 53.64(c) (1)

**TRANSCONTINENTAL  
GAS PIPE LINE CORPORATION**

FERC GAS TARIFF

THIRD REVISED VOLUME NO. 1

(SUPERSEDING SECOND REVISED VOLUME NO. 1)

OF

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

FILED WITH THE

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff Should Be Addressed To:

C. Michael Cathey, Director of Rates  
Transcontinental Gas Pipe Line Corporation

MAILING ADDRESS: P. O. Box 1396  
Houston, Texas 77251-1396

STREET ADDRESS: 2800 Post Oak Boulevard  
Houston, Texas 77056

TELEPHONE NUMBER: (713) 215-2677

FACSIMILE NUMBER: (713) 215-3483

TABLE OF CONTENTS  
 -----

Contents -----	Sheet No. -----
Table of Contents	<u>1</u>
Preliminary Statement	<u>3</u>
Overview Map	<u>4</u>
Map - Zone 1	<u>5</u>
Map - Zone 2	<u>6</u>
Map - Zone 3	<u>7</u>
Map - Zones 4, 4A & 4B	<u>8</u>
Map - Zone 5	<u>12</u>
Map - Zone 6	<u>16</u>
Reserved	<u>20</u>
Sales Rates (includes X-20)	<u>23</u>
Reserved	<u>24</u>
GSS, LG-A, LG-S, and LNG Rates	<u>27</u>
WSS, WSS-Open Access, ESS and ISS Rates	<u>27A</u>
S-2 Rates	<u>28</u>
LSS Rates	<u>28A</u>
SS-1 Section 7(c) Storage Service Rates and SS-1 Open Access Storage Service	<u>28B</u>
SS-2 Rates	<u>28C</u>
Storage Fuel	<u>29</u>
Reserved	<u>30</u>
Gathering Rates	<u>33</u>
List of Gathering Points	<u>33A</u>
ICTS Rates	<u>34</u>
PAL Rates	<u>34</u>
FTN Rates	<u>35</u>
Reserved	<u>36</u>
FT-G Rates	<u>38</u>
Reserved	<u>39</u>
FT Rates	<u>40</u>
Reserved	<u>41</u>
IT Rates	<u>42</u>
Reserved	<u>43</u>
Fuel - Transportation	<u>44</u>
Firm Certificated Rates	<u>45</u>
Interruptible Certificated Rates	<u>46</u>
Leidy Rates	<u>47</u>
Reserved	<u>48</u>
FT-NT Rates	<u>50</u>
Reserved	<u>51</u>
SS-1 Section 7(c) Transportation Service Rates	<u>54</u>
Reserved	<u>55</u>
Reserved	<u>60</u>
Trading Fees and Trading Fuel Retention Percentages - OIA 1	<u>61</u>
Trading Fees and Trading Fuel Retention Percentages - OIA 2	<u>61A</u>
Reserved	<u>62</u>

Issued by: Frank J. Ferazzi, Vice President  
 Issued on: October 13, 2005

Effective on: November 1, 2005

TABLE OF CONTENTS  
 -----

Contents -----	Sheet No. -----
Rate Schedules:	
Firm Sales Service	
FS	<u>100</u>
Optional Firm Service	
OFS	<u>101</u>
Interruptible Sales Service	
IS	<u>102</u>
Reserved	<u>105</u>
Reserved	<u>106</u>
Reserved	<u>107</u>
GSS - General Storage Service	<u>112</u>
LG-A - Liquefied Natural Gas Storage Service (Upstream of Carlstadt, New Jersey)	<u>118</u>
LNG - Liquefied Natural Gas Storage Service	<u>122B</u>
S-2 - Storage Service (Oakford) Zone 6	<u>123</u>
LG-S - Liquefied Natural Gas Delivery - At Site (Carlstadt, New Jersey)	<u>127</u>
WSS - Washington Storage Service	<u>130</u>
WSS-Open Access - Washington Storage Service-Open Access	<u>135B</u>
Reserved	<u>135I</u>
LSS - Leidy Storage Service	<u>136</u>
SS-1 - Section 7(c) Storage Service	<u>142</u>
SS-1 - Open Access Storage Service	<u>149A</u>
SS-1 - Section 7(c) Transportation Service	<u>149I</u>
Reserved	<u>149P</u>
SS-2 - Storage Service	<u>150</u>
ICTS - Interconnect Transfer Service	<u>155A</u>
FT - Firm Transportation	<u>156</u>
Reserved	<u>168</u>
NPI-G - North Padre Island Gathering Service	<u>169</u>
IT - Interruptible Transportation	<u>170</u>
Reserved	<u>179</u>
Reserved	<u>179A</u>
Reserved	<u>180</u>
FT-NT - Firm Transportation	<u>181</u>
Reserved	<u>189</u>
Reserved	<u>197</u>
FT-G - Firm Transportation - G	<u>198</u>
Reserved	<u>209</u>
Reserved	<u>220</u>
Reserved	<u>221</u>
FTN - Firm Transportation - Notice	<u>222</u>
Reserved	<u>235</u>
Reserved	<u>236</u>
Reserved	<u>237</u>
Pooling - Pooling Service	<u>247</u>
Reserved	<u>249</u>
ESS - Eminence Storage Service	<u>249A</u>
Reserved	<u>249F</u>
Reserved	<u>249G</u>
Reserved	<u>249H</u>
Reserved	<u>249M</u>
Reserved	<u>249N</u>
NS - Negotiated Sales Service	<u>249O</u>
ISS - Interruptible Storage Service	<u>249P</u>
PAL - Parking and Loaning Service	<u>249T</u>
General Terms and Conditions	<u>250</u>
Forms of Service Agreement	<u>375</u>

Issued by: Frank J. Ferazzi, Vice President

RATES AND CHARGES APPLICABLE TO STORAGE RATE SCHEDULES  
 IN FERC GAS TARIFF THIRD REVISED VOLUME NO. 1

Rate Schedule and Section	Monthly Charge (dt)	Daily Charge (dt)		
	(\$)	(\$)		
<b>GSS - General Storage Service</b>				
3.2 (a) Demand Charge 1> 4>	2.7205	0.0894		
3.2 (b) Storage Capacity Quantity Charge 4>	0.0158	0.0005		
3.2 (c) Quantity Injected Charge 2> 4> 5>		0.0304		
3.2 (d) Quantity Withdrawn Charge 4> 5>		0.0280		
3.2 (e) Excess Delivery from Buyer's Storage Gas Balance Charge 4>		0.7358 3>		
3.2 (f) Excess End of Season Inventory Charge See Section 14 of Rate Schedule GSS.				
<b>LG-A - Liquefied Natural Gas Storage Service</b>				
3.2 (a) Demand Charge	0.8655	0.0285		
3.2 (b) Capacity Charge	0.1668	0.0055		
3.2 (c) Quantity Injected Charge		0.4567		
3.2 (d) Quantity Withdrawn Charge		0.4567		
11. Excess Delivery From Buyer's Liquefied Gas Balance Charge		4.5355		
<b>LG-S - Liquefied Natural Gas Delivery - At Site</b>				
3.1 Rate		0.6370		
	Monthly Maximum Rate (dt)	Monthly Minimum Rate (dt)	Daily Maximum Rate (dt)	Daily Minimum Rate (dt)
	(\$)	(\$)	(\$)	(\$)
<b>LNG - Liquefied Natural Gas Storage Service</b>				
3.2 (a) Demand Charge	0.8655	0.0000	0.0285	0.0000
3.2 (b) Storage Capacity Quantity Charge	0.1668	0.0000	0.0055	0.0000
3.2 (c) Quantity Injected Charge			0.4567	0.4567
3.2 (d) Quantity Withdrawal Charge			0.4567	0.4567
10. Excess Delivery From Buyer's Liquefied Gas Balance Charge			4.5355	0.4567

Notes:

- 1> Includes an Electric Power Unit Rate of \$ 0.0077 for Monthly Demand or \$ 0.0003 for Daily Demand pursuant to Section 41 of the General Terms and Conditions.
- 2> Pursuant to Section 27 of the General Terms and Conditions of this Tariff, the quantity injection charge will be increased, when applicable, to include the ACA unit rate of \$ 0.0018.
- 3> Includes an Electric Power Unit Rate of \$ 0.0024 pursuant to Section 41 of the General Terms and Conditions.
- 4> Pursuant to Rate Schedule GSS, the above rates include charges payable to Dominion Transmission, Inc. as follows: Monthly Demand - \$ 1.0783; Daily Demand - \$ 0.0355; Monthly Capacity - \$ 0.0087; Daily Capacity \$ 0.0003 Injection - \$ 0.0135; Withdrawal - \$ 0.0111; Excess Delivery - \$ 0.3209.
- 5> Includes an Electric Power Unit Rate of \$ 0.0009 pursuant to Section 41 of the General Terms and Conditions.

Issued by: Frank J. Ferazzi, Vice President  
 Issued on: October 13, 2005

Effective on: November 15, 2005

RATES AND CHARGES APPLICABLE TO STORAGE RATE SCHEDULES  
 IN FERC GAS TARIFF THIRD REVISED VOLUME NO. 1  
 (Continued)

Rate Schedule and Section			Charge (dt)
WSS - Washington Storage Service			(\$)
3.2 (a)	Demand Charge		0.5671
3.2 (b)	Storage Capacity Quantity Charge		0.0067
3.2 (c)	Quantity Injected Charge		0.0064
3.2 (d)	Quantity Withdrawal Charge		0.0064
		Maximum Rate (dt)	Minimum Rate (dt)
WSS-Open Access - Washington Storage Service-Open Access		(\$)	(\$)
3.2 (a)	Demand Charge	0.5671	0.0000
3.2 (b)	Storage Capacity Quantity Charge	0.0067	0.0000
3.2 (c)	Quantity Injected Charge	0.0064	0.0064
3.2 (d)	Quantity Withdrawal Charge	0.0064	0.0064
WSS-Open Access-R - Washington Storage Service-Open Access - Release			
3.2 (a)	Demand Charge	0.5671	0.0000
3.2 (b)	Storage Capacity Quantity Charge	0.0067	0.0000
3.2 (c)	Quantity Injected Charge	0.0064	0.0064
3.2 (d)	Quantity Withdrawal Charge	0.0064	0.0064
ESS - Eminence Storage Service			
3.2 (a)	Demand Charge	0.4697	0.0000
3.2 (b)	Storage Capacity Quantity Charge	0.0467	0.0000
3.2 (c)	Quantity Injected Charge	0.0091	0.0091
3.2 (d)	Quantity Withdrawal Charge	0.0091	0.0091
ESS-R - Eminence Storage Service - Release			
3.2 (a)	Demand Charge	0.4697	0.0000
3.2 (b)	Storage Capacity Quantity Charge	0.0467	0.0000
3.2 (c)	Quantity Injected Charge	0.0091	0.0091
3.2 (d)	Quantity Withdrawal Charge	0.0091	0.0091
ISS - Interruptible Storage Service			
3.2 (a)	Inventory Charge	0.0008	0.0000
3.2 (b)	Quantity Injected Charge	0.0064	0.0064
3.2 (c)	Quantity Withdrawn Charge	0.0064	0.0064

Issued by: Frank J. Ferazzi, Vice President  
 Issued on: October 30, 2002

Effective on: December 1, 2002

RATES AND CHARGES APPLICABLE TO  
S-2 - STORAGE SERVICE  
-----

Section -----		Monthly Charge (dt) -----	Daily Charge (dt) -----
3.2(a)	Demand Charge	\$ 4.7920	\$ 0.1575
3.2(b)	Capacity Charge	\$ 0.1293	\$ 0.0043
3.2(c)	Injection Charge		\$ 0.0374
3.2(d)	Withdrawal Charge		\$ 0.0538
9.	Demand Charge Adjustment		\$ 0.3808
3.4	Injection Fuel	0.76 %	
3.4	Withdrawal Fuel:		
	i. Summer Period - June 1 through September 30	3.61 %	
	ii. Fall Shoulder Period - October 1 through November 30	3.61 %	
	iii. Winter Period - December 1 through March 31	4.05 %	
	iv. Spring Shoulder Period - April 1 through May 31	3.61 %	
3.4	Inventory Level Fuel	0.08 %	

Issued by: Frank J. Ferazzi  
Issued on: October 3, 2005

Effective on: October 1, 2005

---

STORAGE SERVICES FUEL RETENTION  
-----

Rate Schedule -----	Fuel Retention Percentages 1> -----
GSS	3.59%
WSS	1.70%
WSS-Open Access	1.70%
LG-A	7.60%
LNG	7.60%
LG-S	7.60%
ISS	1.70%

1> Applicable to quantities nominated for injection or return into storage.

---

Issued by: Frank J. Ferazzi, Vice President  
Issued on: March 1, 2005

Effective on: April 1, 2005

FIRM TRANSPORTATION SERVICE RATES  
 APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO  
 RATE SCHEDULE FT AND PART 284 OF THE  
 REGULATIONS OF THE FERC

Monthly Reservation Rate per dt

Receipt & Delivery Zone	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate (1)	Minimum Rate (2) (3)	Includes the Emergency Eminence Service Rate (5)	
						Maximum Rate (4)	Minimum Rate (2) (3)
	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
1-1	1.7583	0.0000	0.0033	1.7616	0.0033	-	-
1-2, 2-1	2.5553	0.0000	0.0071	2.5624	0.0071	-	-
1-3, 3-1	3.7689	0.0000	0.0125	3.7814	0.0125	-	-
1-4, 4-1	7.8490	0.0000	0.0305	7.8795	0.0305	8.2056	0.0305
1-5, 5-1	10.7984	0.0000	0.0435	10.8419	0.0435	11.1680	0.0435
1-6, 6-1	12.5840	0.0000	0.0508	12.6348	0.0508	12.9609	0.0508
2-2	1.9106	0.0000	0.0038	1.9144	0.0038	-	-
2-3, 3-2	3.1242	0.0000	0.0092	3.1334	0.0092	-	-
2-4, 4-2	7.2043	0.0000	0.0272	7.2315	0.0272	7.5576	0.0272
2-5, 5-2	10.1537	0.0000	0.0402	10.1939	0.0402	10.5200	0.0402
2-6, 6-2	11.9393	0.0000	0.0475	11.9868	0.0475	12.3129	0.0475
3-3	2.3272	0.0000	0.0054	2.3326	0.0054	-	-
3-4, 4-3	6.4073	0.0000	0.0234	6.4307	0.0234	6.7568	0.0234
3-5, 5-3	9.3567	0.0000	0.0364	9.3931	0.0364	9.7192	0.0364
3-6, 6-3	11.1423	0.0000	0.0437	11.1860	0.0437	11.5121	0.0437
4-4	5.1937	0.0000	0.0180	5.2117	0.0180	5.5378	0.0180
4-5, 5-4	8.1431	0.0000	0.0310	8.1741	0.0310	8.5002	0.0310
4-6, 6-4	9.9287	0.0000	0.0383	9.9670	0.0383	10.2931	0.0383
4A-4A	2.1389	0.0000	0.0049	2.1438	0.0049	-	-
4B-4B	1.7472	0.0000	0.0030	1.7502	0.0030	-	-
4B-4A, 4A-4B	2.7725	0.0000	0.0079	2.7804	0.0079	-	-
5-5	4.0630	0.0000	0.0130	4.0760	0.0130	-	-
5-6, 6-5	5.8486	0.0000	0.0203	5.8689	0.0203	-	-
6-6	2.8992	0.0000	0.0073	2.9065	0.0073	-	-

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 33 shall apply to quantities transported through gathering facilities.

- Notes:
- (1) The Fixed and Variable Cost unit rates plus the Electric Power unit rate.
  - (2) The Variable Cost unit rate plus the Electric Power unit rate.
  - (3) The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.
  - (4) The unit rates in Note 1 plus the Emergency Eminence Service Rate of \$0.3261.
  - (5) Pursuant to Section 6.1 of Rate Schedule FT, these rates apply to contracts that have TCQ entitlements at the interconnection between Transco's mainline and the Eminence storage facility.

Issued by: Frank J. Ferazzi, Vice President  
 Issued on: June 25, 2004

Effective on: August 1, 2004

FIRM TRANSPORTATION SERVICE RATES  
 APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO RATE SCHEDULE FT  
 AND PART 284 OF THE REGULATIONS OF THE FERC (CONTINUED)

Commodity Rate per dt (excluding surcharge) (3)				Includes the Emergency Eminence Service Rate (6)			
	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate (1)	Minimum Rate (2)	Maximum Rate (4)	Minimum Rate (5)
Receipt & Delivery Zone	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
1-1	0.0000	0.0013	0.0003	0.0016	0.0016	0.0017	0.0017
1-2, 2-1	0.0000	0.0026	0.0008	0.0034	0.0034	0.0035	0.0035
1-3, 3-1	0.0000	0.0040	0.0013	0.0053	0.0053	0.0054	0.0054
1-4, 4-1	0.0000	0.0098	0.0032	0.0130	0.0130	0.0131	0.0131
1-5, 5-1	0.0000	0.0145	0.0046	0.0191	0.0191	0.0192	0.0192
1-6, 6-1	0.0000	0.0171	0.0055	0.0226	0.0226	0.0227	0.0227
2-2	0.0000	0.0014	0.0005	0.0019	0.0019	0.0020	0.0020
2-3, 3-2	0.0000	0.0028	0.0010	0.0038	0.0038	0.0039	0.0039
2-4, 4-2	0.0000	0.0086	0.0029	0.0115	0.0115	0.0116	0.0116
2-5, 5-2	0.0000	0.0133	0.0043	0.0176	0.0176	0.0177	0.0177
2-6, 6-2	0.0000	0.0159	0.0052	0.0211	0.0211	0.0212	0.0212
3-3	0.0000	0.0015	0.0005	0.0020	0.0020	0.0021	0.0021
3-3 (WSS Wth)	0.0000	0.0001	0.0000	0.0001	0.0001	0.0002	0.0002
3-4, 4-3	0.0000	0.0073	0.0024	0.0097	0.0097	0.0098	0.0098
3-5, 5-3	0.0000	0.0120	0.0038	0.0158	0.0158	0.0159	0.0159
3-6, 6-3	0.0000	0.0146	0.0047	0.0193	0.0193	0.0194	0.0194
4-4	0.0000	0.0059	0.0019	0.0078	0.0078	0.0079	0.0079
4-5, 5-4	0.0000	0.0106	0.0033	0.0139	0.0139	0.0140	0.0140
4-6, 6-4	0.0000	0.0132	0.0042	0.0174	0.0174	0.0175	0.0175
4A-4A	0.0000	0.0016	0.0005	0.0021	0.0021	0.0022	0.0022
4B-4B	0.0000	0.0011	0.0003	0.0014	0.0014	0.0015	0.0015
4B-4A, 4A-4B	0.0000	0.0026	0.0008	0.0034	0.0034	0.0035	0.0035
5-5	0.0000	0.0048	0.0014	0.0062	0.0062	0.0063	0.0063
5-6, 6-5	0.0000	0.0074	0.0023	0.0097	0.0097	0.0098	0.0098
6-6	0.0000	0.0027	0.0009	0.0036	0.0036	0.0037	0.0037

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 33 shall apply to quantities transported through gathering facilities.

- Notes: (1) The Fixed and Variable Cost unit rates plus the Electric Power unit rate.  
 (2) The Variable Cost unit rate plus the Electric Power unit rate.  
 (3) Pursuant to Section 27 of the General Terms and Conditions, the above charges shall be increased to include the ACA unit rate of \$ 0.0019, if applicable.  
 (4) The unit rates in Note 1 plus the Emergency Eminence Service Rate of \$0.0001.  
 (5) The unit rates in Note 2 plus the Emergency Eminence Service Rate of \$0.0001.  
 (6) Pursuant to Section 6.1 of Rate Schedule FT, these rates apply to transportation under contracts that have TCQ entitlements at the interconnection between Transco's mainline and the Eminence storage facility.

Issued by: Frank J. Ferazzi, Vice President  
 Issued on: April 22, 2005

Effective on: June 1, 2005

FIRM AND INTERRUPTIBLE TRANSPORTATION FUEL REQUIREMENTS

Fuel Retention Percentages (for Receipts other than Zone 4A or Zone 4B)

Receipt	Delivery						
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A & 4B (See Note 1)	Zone 5	Zone 6
Zone 1	0.30%	0.74%	1.14%	2.86%	2.86%	4.19%	5.00%
Zone 2		0.44%	0.84%	2.56%	2.56%	3.89%	4.70%
Zone 3			0.40%	2.12%	2.12%	3.45%	4.26%
Zone 4				1.72%	1.72%	3.05%	3.86%
Zone 5						1.33%	2.14%
Zone 6							0.81%

Fuel Retention Percentages (for Receipts in Zone 4A or Zone 4B)

Receipt	Delivery								
	Zone 1 (See Note 2)	Zone 2 (See Note 2)	Zone 3 (See Note 2)	Forward Haul In Zone 4	Backhaul Haul In Zone 4	Zone 4A	Zone 4B	Zone 5	Zone 6
Zone 4A	0.46%	0.46%	0.46%	2.18%	0.46%	0.46%	0.46%	3.51%	4.32%
Zone 4B	0.74%	0.74%	0.74%	2.46%	0.74%	0.74%	0.28%	3.79%	4.60%

The above fuel retention percentages apply only to the forward-haul portion, if any, of a transportation. For transactions in which the receipt zone is downstream of the delivery zone, the within zone fuel retention percentage(s) will apply for each zone(s) in which there is a forward haul movement of gas. No fuel will be retained on transportation which does not include a forward-haul movement of gas.

- Notes: (1) Transportation deliveries to Zone 4A or Zone 4B do not entail the forward-haul movement of gas in Zone 4A or Zone 4B.
- (2) The stated fuel retention percentages for deliveries to Zones 1, 2 or 3 assume no forward-haul movement of gas in Zones 1, 2 or 3.

Issued by: Frank J. Ferazzi, Vice President  
 Issued on: March 1, 2004

Effective on: April 1, 2004

Transcontinental Gas Pipe Line Corporation  
FERC Gas Tariff  
Third Revised Volume No. 1

Thirty-Second Revised Sheet No. 60  
Superseding  
Thirty-First Revised Sheet No. 60

---

CHARGE PURSUANT TO SECTION 27  
-----  
OF THE GENERAL TERMS AND CONDITIONS OF THIS TARIFF  
-----

Section 27 - Annual Charge Adjustment (ACA)  
-----

Pursuant to Section 27 of the General Terms and Conditions, Seller shall collect the ACA unit rate of \$ 0.0018 per dt.

---

Issued by: Frank J. Ferazzi, Vice President  
Issued on: August 31, 2005

Effective on: October 1, 2005

RATE SCHEDULE GSS  
General Storage Service

1. AVAILABILITY

This Rate Schedule is available for the purchase from Transcontinental Gas Pipe Line Corporation (hereinafter called Seller) of natural gas storage service by any utility or gas distribution agency (hereinafter referred to as Buyer), when Buyer and Seller execute a service agreement for storage service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered by Seller to Buyer under the service agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations described in Sections 6 and 7 hereof, shall be considered to be firm, and shall not be subject to curtailment or interruption except that caused by force majeure or by operating conditions beyond Seller's or Buyer's control.

3. RATES, FUEL AND CHANGES IN RATES TO REFLECT A CHANGE IN RATES  
BY THE PIPELINE PROVIDING RELATED STORAGE SERVICE TO SELLER

3.1 The applicable charges set forth in that portion of the currently effective Sheet No. 27 of Volume No. 1 of this Tariff which relates to this rate schedule are incorporated herein.

3.2 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller each month the sum of the following amounts:

- (a) Demand Charge: A charge per dt of Storage Demand.
- (b) Storage Capacity Quantity Charge: A charge per dt of Storage Capacity Quantity.
- (c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.
- (d) Quantity Withdrawn Charge: A charge per dt for gas withdrawn from storage for Buyer's account.
- (e) Excess Delivery from Buyer's Storage Gas Balance Charge: A charge per dt for all gas withdrawn from storage for Buyer in excess of Buyer's firm withdrawal entitlement.
- (f) Excess End of Season Inventory Charge: The portion of CNG Transmission Corporation's (CNG) excess end of season inventory charge under CNG's Rate Schedule GSS which is allocated to Buyers under this rate schedule.

3.3 In addition to the fuel allowance set forth in Section 8 of this rate schedule, Seller shall retain from Buyer's nominated storage injections a percentage or percentages as compensation for compressor fuel and gas otherwise used, or lost and unaccounted for, in Seller's operations. Such percentage(s) is specified in the currently effective Sheet No. 29 of Volume No. 1 of this Tariff.

3.4 This Section sets forth the procedures to (i) change Seller's rates under this Rate Schedule when CNG, a provider of storage service necessary for Seller to provide storage service under this Rate Schedule, changes the rates and charges payable by Seller for such storage service and (ii) to flow-through refunds received from CNG attributable to such storage service. The effective date of a change in Seller's rates filed pursuant to this Section 3.4 shall coincide with the effective date of any change in rates by CNG under CNG's Rate Schedule GSS.

- (a) Rate Change - The charges under this Rate Schedule as shown on effective Sheet No. 27 of Volume No. 1 of this Tariff include amounts payable by Seller to CNG for storage service under CNG's Rate Schedule GSS. The service provided by CNG is utilized by Seller to render a portion of the service to Buyers under Seller's Rate Schedule GSS. A change by CNG in the charges payable by Seller shall be reflected in this Rate Schedule by the following procedure:

Issued by: Frank J. Ferazzi, Vice President  
Issued on: August 30, 1996

Effective: October 1, 1996

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

RATE SCHEDULE GSS  
General Storage Service  
(Continued)

3. RATES, FUEL AND CHANGES IN RATES TO REFLECT A CHANGE IN RATES  
BY THE PIPELINE PROVIDING RELATED STORAGE SERVICE TO SELLER (Continued)

- 3.4 (a) (i) Demand Charge - The Demand Charge shown on Sheet No. 27 is based, in part, on CNG's Storage Demand Charge and on the ratio of Seller's Storage Demand with CNG to the Storage Demand of all Buyers under Seller's Rate Schedule GSS. Seller shall reduce or increase, as appropriate, the Demand Charge shown on Sheet No. 27 by an amount equal to the change in CNG's Storage Demand Charge times the then-current ratio, rounded to the nearest one-hundredth of a cent.
- (ii) Storage Capacity Quantity Charge - The Storage Capacity Quantity Charge is based, in part, on CNG's Storage Capacity Charge and on the ratio of Seller's Storage Capacity with CNG to the Storage Capacity of all Buyers under Seller's Rate Schedule GSS. Seller shall reduce or increase, as appropriate, the Storage Capacity Quantity Charge shown on Sheet No. 27 by an amount equal to the change in CNG's Storage Capacity Quantity Charge times the then-current ratio, rounded to the nearest one-hundredth of a cent.
- (iii) Quantity Injected Charge and Quantity Withdrawn Charge - The Quantity Injected charge and the Quantity Withdrawn Charge are based, in part, on CNG's Injection and Withdrawal Charges and on the ratio of Seller's projected injections and withdrawals with CNG to the total projected injections and withdrawals of all Buyers under Seller's Rate Schedule GSS. Seller shall reduce or increase, as appropriate, the Quantity Injected Charge and the Quantity Withdrawn Charge shown on Sheet No. 27 by an amount equal to the change in CNG's Injection and Withdrawal Charges times the then-current ratio, rounded to the nearest one-hundredth of a cent.
- (iv) Other Charges - The other charges contained in this rate schedule shall be changed to reflect any changes filed pursuant to subsections (i), (ii) and (iii) above.
- (b) Notification - Seller shall give notice on Seller's TRANSIT® service of any proposed rate change filed by CNG which Seller is authorized to track under this rate schedule within three (3) business days following Seller's receipt of such filing. Such notice shall include the expected effect on Seller's rates under this Rate Schedule.
- (c) Seller's Tracker Filings - Seller shall file to track any rate change by CNG which affects Seller's rates under this rate schedule no later than thirty (30) days following the issuance date of the Commission order which accepts and makes effective CNG's rate change. The effective date of such change in Seller's rates shall coincide with the effective date of any change in rates by CNG.
- (d) Refunds and Surcharges - Within forty-five (45) days of receipt thereof, Seller shall refund to Buyers under Seller's Rate Schedule GSS the proportion of the amount refunded to Seller by CNG under CNG's Rate Schedule GSS which pertains to service provided by Seller under Seller's Rate Schedule GSS, including any interest paid by CNG. Such refund shall also include interest accrued by Seller while the funds received from CNG are in Seller's possession. Seller shall bill Buyers under this Rate Schedule for any surcharges paid by Seller, including any interest paid by Seller. Each Buyer's proportionate share of any refund or surcharge shall be determined in the same manner as the refund or surcharge from CNG was determined.

4. MINIMUM BILL

The minimum bill shall be the sum of the Demand Charge and the Storage Capacity Quantity Charge.

RATE SCHEDULE GSS  
General Storage Service  
(Continued)

5. DEFINITIONS

5.1 Storage Demand

The Storage Demand shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

5.2 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder. The Storage Capacity Quantity shall be at least fifty (50) times and not more than one hundred ten (110) times Buyer's Storage Demand.

5.3 Reserved for Future Use

5.4 Reserved for Future Use

5.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

6. INJECTIONS INTO STORAGE

6.1 General Procedure

(a) When Buyer desires Seller to store gas for its account under this Rate Schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated, subject to the limitations set forth below in this Section. Gas for injection hereunder shall be made available by Buyer to Seller from gas available as a result of transportation services performed by Seller for Buyer or Buyer's designee.

RATE SCHEDULE GSS  
General Storage Service  
(Continued)

6. INJECTIONS INTO STORAGE (Continued)

6.1 (b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this Rate Schedule on such day.

6.2 Notice Required

Buyer shall nominate injections under this Rate Schedule in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

6.3 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, at least one-one hundred eightieth (1/180) of Buyer's Storage Capacity Quantity until such time as Buyer's Storage Gas Balance is equal to one-half (1/2) of Buyer's Storage Capacity Quantity and thereafter at least one-two hundred fourteenth (1/214) of Buyer's Storage Capacity Quantity.

6.4 Limitation upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

7. WITHDRAWALS FROM STORAGE

7.1 General Procedure

(a) When Buyer desires the delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon deliver to Buyer the quantity of gas so nominated, subject to the limitations set forth below in this section.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: October 29, 1998

Effective: November 2, 1998

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RP98-411-000, issued October 14, 1998

RATE SCHEDULE GSS  
General Storage Service  
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.1 (d) Buyer may take delivery of quantities of gas stored for Buyer's account under this rate schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 7.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this rate schedule on such day.

7.2 Notice Required

Buyer shall nominate withdrawals under this Rate Schedule in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

7.3 Quantity and Inventory Limitations

(a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this rate schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operators thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Storage Demand. If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage and deliver, the gas deliverable on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day, Buyer shall be entitled to receive the following daily quantities:

- (i) Buyer's Storage Demand, provided Buyer's Storage Gas Balance is 35 percent or more of Buyer's Storage Capacity Quantity.
- (ii) 99 percent of Buyer's Storage Demand, provided Buyer's Storage Gas Balance is greater than or equal to 20 percent and less than 35 percent of Buyer's Storage Capacity Quantity.
- (iii) 74 percent of Buyer's Storage Demand, provided Buyer's Storage Gas Balance is greater than or equal to 7 percent and less than 20 percent of Buyer's Storage Capacity Quantity.
- (iv) 55 percent of Buyer's Storage Demand, when Buyer's Storage Gas Balance is less than 7 percent of Buyer's Storage Capacity Quantity.

(b) Seller shall not be obligated to deliver a daily average of more than 87-1/2 percent of Buyer's Storage Demand during any consecutive 30-day period.

(c) Seller shall not be obligated to deliver gas to Buyer hereunder, when:

- (i) During the period from November 1 through February 14, such delivery would reduce Buyer's Storage Gas Balance to less than 20 percent of Buyer's Storage Capacity Quantity, and
- (ii) During the period from February 15 through March 1, such delivery would reduce Buyer's Storage Gas Balance to less than 7 percent of Buyer's Storage Capacity Quantity.

Issued by: Frank J. Ferazzi, Vice President

Issued on: October 29, 1998

Effective: November 2, 1998

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RP98-411-000, issued October 14, 1998

RATE SCHEDULE GSS  
General Storage Service  
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.3 Quantity and Inventory Limitations (Continued)

(d) Minimum Inventory

Buyer must maintain a Storage Gas Balance equal to or greater than the following percentages of Buyer's Storage Capacity Quantity on each day during the following months:

December	35%
January	35%
February	15%

If Buyer does not maintain the required Storage Gas Balance, then commencing on such day and continuing until Buyer's Storage Gas Balance is at the level required above, Seller's obligation to make deliveries to Buyer shall be reduced by five (5) percent of Buyer's Storage Demand.

(e) Minimum Turnover

During the Winter Period, Buyer's total withdrawals from storage must be equal to or greater than the amount by which Buyer's Storage Gas Balance as of the prior November 1 exceeds thirty-five percent (35%) of Buyer's Storage Capacity. If Buyer has failed to withdraw such quantities, then Buyer will be subject to the provisions of Section 14 of this Rate Schedule.

7.4 Operational Flow Order

- (a) Seller shall have the right to issue, if necessary, during the period of February 15 through March 31 of each year, Operational Flow Order(s) ("OFO") to specific Buyers described in Section 7.4(b) if Seller determines that such action is necessary to manage conditions which may inhibit Seller's ability to deliver the Storage Demands of Buyers pursuant to Rate Schedule GSS. Seller may issue an OFO pursuant to this Section 7.4 only when Buyers' Storage Gas Balances, in aggregate, are 35 percent or less of Buyers' Storage Capacity Quantities.
- (b) This OFO shall only apply if a portion of Buyer's GSS Storage service is supported by Seller's equity ownership interest in the Wharton Storage Field and that Buyer meets the conditions described in (i) or (ii) below:
- (i) If a Buyer's Storage Gas Balance is greater than or equal to 20 percent and less than 25 percent of Buyer's Storage Capacity Quantity, Buyer's Storage Demand during the time period the OFO is in effect shall be reduced to 83 percent of Buyer's Storage Demand.
- (ii) If a Buyer's Storage Gas Balance is greater than or equal to 7 percent and less than 13 percent of Buyer's Storage Capacity Quantity, Buyer's Storage Demand during the time period the OFO is in effect shall be reduced to 60 percent of Buyer's Storage Demand.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: August 30, 1996

Effective: October 1, 1996

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

RATE SCHEDULE GSS  
General Storage Service  
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.4 Operational Flow Order (Continued)

- (c) Seller shall give Buyer at least twenty-four (24) hours advance notice of the OFO, unless exigent circumstances dictate otherwise. Each OFO will contain the following information:
- (i) time and date of issuance;
  - (ii) effective time of the OFO (if no time is specified, the OFO shall be effective immediately);
  - (iii) anticipated duration of the OFO (if none is specified the OFO shall be effective until further notice); and
  - (iv) Seller will publish notices of implementation of an OFO pursuant to this Section 7.4 on Seller's TRANSIT® Service as expeditiously as possible.
- (d) Each OFO shall remain in effect until the earlier of:
- (i) the time when, in Seller's judgment, the conditions that caused the OFO have been alleviated;
  - (ii) the time when Buyers' Storage Balances, in the aggregate, are equal to or greater than 35% of Buyers' Storage Capacity Quantities; or
  - (iii) the time when that individual Buyer's Storage Gas Balance no longer falls within levels described in Section 7.4(b)(i) or (ii) above.
- (e) Seller will publish notice of the termination of an OFO on Seller's TRANSIT® Service as expeditiously as possible.
- (f) Nothing in this Section 7.4 shall preclude Seller from issuing a general system OFO pursuant to Section 52 of the General Terms and Conditions of Seller's FERC Gas Tariff that would apply to Rate Schedule GSS service.

8. FUEL ALLOWANCE

In order to recover quantities of fuel retained by CNG associated with the injection of natural gas quantities into storage, Seller will retain equivalent quantities from Buyer's storage injection quantities hereunder. Provided, however, Buyer may deliver or cause to be delivered to Seller such additional quantities of gas as Seller reasonably determines are required for fuel to effect injection of Buyer's injection quantities.

9. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

10. RESERVED FOR FUTURE USE

11. RESERVED FOR FUTURE USE

Issued by: Frank J. Ferazzi, Vice President  
Issued on: August 30, 1996

Effective: October 1, 1996

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

RATE SCHEDULE GSS  
General Storage Service  
(Continued)

12. DEMAND CHARGE ADJUSTMENT

If Seller fails or is unable to deliver during any one or more days the amount of natural gas which Buyer desires to take, up to the maximum quantity which Seller is obligated by the Storage Service Contract to deliver to Buyer, then the Demand Charge specified in Section 3.2(a) shall be reduced by an amount equal to that percentage of 12 times the currently effective charge as provided by Sections 3.1 and 3.2(a) of this rate schedule which the Storage Demand shall be of the Storage Capacity Quantity specified in the executed service agreement, per dt, times the difference between the quantity of natural gas actually delivered during said day or days and the quantity of natural gas scheduled by Buyer for delivery during said day or days.

The reduction in charges as provided above shall under no circumstances be considered as giving Seller the right to reduce its maximum daily delivery obligation nor shall such reduction be considered as a substitute for any other remedies available to Buyer against Seller for failure in respect to its obligation to deliver the maximum Storage Demand.

13. SCHEDULED DELIVERIES IN EXCESS OF FIRM ENTITLEMENT

Buyer may request Seller to deliver gas to Buyer on any day during the period extending from October 1 through April 30 in excess of Buyer's nomination of its firm storage entitlement for such day. Seller may make such excess delivery to Buyer if, in Seller's judgment, such delivery can be made without adverse effect on Seller's operations.

Buyer shall pay Seller, for any such delivery scheduled by Buyer and Seller, the applicable per dt charges set forth for any such delivery scheduled from Buyer's Storage Gas Balance, in that portion of the currently effective Sheet No. 27 of Volume No. 1 of this Tariff which relates to this rate schedule and which are incorporated herein.

14. FAILURE TO COMPLY WITH MINIMUM TURNOVER

14.1 If Buyer's Storage Gas Balance on April 15 of any year exceeds the level required by Section 7.3(e) of this Rate Schedule and Seller is assessed an excess end of season inventory charge by CNG under CNG's Rate Schedule GSS, Buyer shall be assessed its proportionate share of Seller's Excess End of Season Inventory Charge under this rate schedule.

14.2 Seller shall collect each Buyer's proportionate share of the Excess End of Season Inventory Charge by deducting the applicable quantity of gas from Buyer's Storage Gas Balance.

15. QUALITY

Refer to Section 3 of the General Terms and Conditions.

16. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

17. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are hereby made a part hereof.

RATE SCHEDULE S-2  
Storage Service  
Zone 6

1. AVAILABILITY

This rate schedule is available for the purchase of storage service from Transcontinental Gas Pipe Line Corporation (hereinafter referred to as Seller) by Public Service Electric and Gas Company, PECO Energy Company, The Brooklyn Union Gas Company, Elizabethtown Gas Company a division of NUI, South Jersey Gas Company, and Philadelphia Gas Works (each hereinafter referred to as Buyer) provided Buyer has executed a service agreement with Seller for service under this rate schedule. The availability of storage service hereunder is contingent on and subject to the availability of storage service provided by Texas Eastern Transmission Corporation (TETCO) to Seller under TETCO's Rate Schedule X-28.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered by Seller to Buyer under the service agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations set forth in Sections 5 and 6 hereof, shall be on a firm basis and shall not be subject to reduction or interruption, except as provided in Section 11 of the General Terms and Conditions; provided, however, that in the event TETCO fails for any reason whatsoever to make deliveries to Seller or receive gas from Seller under TETCO's Rate Schedule X-28 then Seller's obligation hereunder shall be reduced accordingly.

3. RATES AND CHARGES

3.1 The applicable charges set forth in that portion of the currently effective Sheet No. 28 of Volume No. 1 of this Tariff which relates to this Rate Schedule are incorporated herein.

3.2 For natural gas service rendered to Buyer under this Rate Schedule, Buyer shall pay Seller each month the sum of the following:

- (a) Demand Charge: A charge per dt of Contract Storage Demand.
- (b) Storage Capacity Charge: A charge per dt of Storage Capacity Quantity.
- (c) Injection Charge: A charge per dt of natural gas nominated by Buyer for injection.
- (d) Withdrawal Charge: A charge per dt of natural gas nominated by Buyer for withdrawal.

3.3 Storage Cost Credit - Seller shall credit Buyer's invoice each month by an amount equal to Buyer's proportionate share of the Storage Cost Credit received by Seller from TETCO, if any. Buyer's proportionate share of the Storage Cost Credit shall be calculated each month by multiplying Buyer's Contract Storage Demand as a percentage of total Contract Storage Demand under this Rate Schedule times the Storage Cost Credit received by Seller from TETCO.

3.4 Fuel Allowance - In order to recover quantities of fuel that TETCO retains for company use and for calculated normal operational loss associated with the injection, withdrawal and storage of natural gas quantities, Seller will retain equivalent quantities of fuel from Buyer's storage injection quantities (injection allowance) and withdrawal quantities (withdrawal allowance) and from Buyer's average daily balance of gas stored during the month (Inventory Level Allowance). Seller's fuel retention percentages are set forth on the currently effective Sheet No. 28 of Volume No. 1 of this Tariff.

RATE SCHEDULE S-2  
Storage Service  
Zone 6  
(Continued)

4. DEFINITIONS

4.1 Injection Season

The Injection Season shall begin on April 16 and extend through the succeeding November 15.

4.2 Withdrawal Season

The Withdrawal Season shall begin on November 16 and extend through the next succeeding April 15.

4.3 Contract Storage Demand

The Contract Storage Demand shall be that quantity set forth in the service agreement and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

4.4 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the service agreement and shall be utilized to determine the Storage Capacity Charges payable by Buyer hereunder.

4.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

RATE SCHEDULE S-2  
Storage Service  
Zone 6  
(Continued)

5. INJECTIONS INTO STORAGE

5.1 General Procedure

- (a) When Buyer desires Seller to store gas for its account under this rate schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated and actually tendered to Seller for Buyer's account at the point of receipt specified in the service agreement, subject to the limitations set forth below in this Section.
- (b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this rate schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 5.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this rate schedule on such day.

5.2 Notice Required

Buyer shall nominate injections under this rate schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

5.3 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner, based on Buyer's proportionate share of the quantities TETCO is obligated to inject for Seller under TETCO's Rate Schedule X-28.

5.4 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

RATE SCHEDULE S-2  
Storage Service  
Zone 6  
(Continued)

6. WITHDRAWALS FROM STORAGE

6.1 General Procedure

- (a) When Buyer desires the delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon deliver to Buyer the quantity of gas so nominated, subject to the limitations set forth below in this section.
- (b) Buyer may take delivery of quantities of gas stored for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this Rate Schedule on such day.

6.2 Notice Required

Buyer shall nominate withdrawals under this Rate Schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

6.3 Quantity Limitations

- (a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this Rate Schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operator thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Contract Storage Demand.

If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage and deliver, the gas deliverable on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day during November 16 through April 15, Buyer shall be entitled to receive up to the quantities stated in Buyer's Service Agreement.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: October 29, 1998

Effective: November 2, 1998

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RP98-411-000, issued October 14, 1998

RATE SCHEDULE S-2  
Storage Service  
Zone 6  
(Continued)

7. QUALITY

Refer to Section 3 of the General Terms and Conditions.

8. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

9. DEMAND CHARGE ADJUSTMENT

If Seller orders interruption or reduction of service to Buyer under the provisions of Section 11 of the General Terms and Conditions and the prorated quantity that Buyer is entitled to is less than the quantity Buyer requested in good faith on any day or days, then the Demand Charge payable hereunder shall be reduced by an amount equal to the sum of all such days' deficiencies multiplied by the applicable per dt charge set forth in that portion of the currently effective Sheet No. 28 of Volume No. 1 of this Tariff which relates to this rate schedule and which is incorporated herein.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions which are applicable to this rate schedule are hereby made a part hereof.

RATE SCHEDULE WSS  
Washington Storage Service

1. AVAILABILITY

This rate schedule is available for the purchase from Transcontinental Gas Pipe Line Corporation (hereinafter referred to as Seller) of Washington storage service by any utility or gas distribution agency (hereinafter referred to as Buyer), when Buyer and Seller execute a service agreement for Washington storage service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered from the Washington Storage Field by Seller to Buyer under the service agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations described in Sections 7 and 8 hereof, shall not be subject to curtailment or interruption except that caused by force majeure or by operating conditions beyond Seller's or Buyer's control.

3. RATE

3.1 The charges set forth in that portion of the currently effective Sheet No. 27A of Volume No. 1 of this Tariff which relates to this rate schedule are incorporated herein.

3.2 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller each month the sum of the following amounts:

- (a) Demand Charge: A charge per dt of Storage Demand.
- (b) Storage Capacity Quantity Charge: A charge per dt of Storage Capacity Quantity.
- (c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.
- (d) Quantity Withdrawal Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

4. MINIMUM BILL

The minimum monthly bill shall be the sum of the Demand Charge and the Storage Capacity Quantity Charge.

5. DEFINITIONS

5.1 Storage Demand

The Storage Demand shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

5.2 Storage Capacity Quantity

The Storage Capacity Quantity shall be specified in the executed service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Storage Capacity Quantity Charges payable to Buyer hereunder.

RATE SCHEDULE WSS  
Washington Storage Service  
(Continued)

5. DEFINITIONS (Continued)

5.3 Reserved for Future Use

5.4 Reserved for Future Use

5.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

5.6 Development Period

The Development Period shall be the period beginning on the day of initial injection and extending through April 1, 1977.

6. GENERAL DESCRIPTION OF OPERATION

Subject to the limitations described in Sections 7 and 8 hereof, Buyer shall provide Seller with a quantity of gas up to Buyer's Storage Capacity Quantity plus a percentage or percentages of such quantity as compensation for compressor fuel and gas otherwise used, or lost and unaccounted for, in Seller's operations. Such percentage(s) is specified in the currently effective Sheet No. 29 of Volume No. 1 of this Tariff and does not include the fuel to be retained by Seller under Seller's firm and interruptible transportation Rate Schedules to transport gas to and from the Washington Storage Field.

7. INJECTIONS INTO STORAGE

7.1 General Procedure

(a) When Buyer desires Seller to store gas for its account under this Rate Schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Buyer shall make available such nominated quantity, plus fuel as determined in accordance with Section 6 hereof, and Seller shall thereupon inject the nominated quantity into storage for Buyer's account on such day, subject to the limitations set forth below in this section.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: October 29, 1998

Effective: November 2, 1998

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RP98-411-000, issued October 14, 1998

RATE SCHEDULE WSS  
Washington Storage Service  
(Continued)

7. INJECTIONS INTO STORAGE (Continued)

7.1 (b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 7.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this Rate Schedule on such day.

7.2 Notice Required

Buyer shall nominate injections under this Rate Schedule in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

7.3 Daily Injection Quantity

The maximum quantity of gas which Seller can inject into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceeds the total quantity which Seller can inject into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that, except during the Development Period of the Washington Storage Field, Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, at least one-one hundred eightieth (1/180) of Buyer's Storage Capacity Quantity until such time as Buyer's Storage Gas Balance is equal to one-half (1/2) of Buyer's Storage Capacity Quantity and thereafter at least one-two hundred fourteenth (1/214) of Buyer's Storage Capacity Quantity.

7.4 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity and Buyer has provided the Base Gas for injection pursuant to Section 9 of this Rate Schedule.

8. WITHDRAWALS FROM STORAGE

8.1 General Procedure

(a) When Buyer desires the withdrawal or delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon withdraw or deliver for Buyer the quantity of gas so nominated, subject to the limitations set forth below in this section. Buyer's Storage Gas Balance shall be reduced by the quantity of gas nominated for withdrawal or delivery on such day, subject to the limitations in Sections 8.3 and 8.4 hereof.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: October 29, 1998

Effective: November 2, 1998

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RP98-411-000, issued October 14, 1998

RATE SCHEDULE WSS  
Washington Storage Service  
(Continued)

B. WITHDRAWALS FROM STORAGE (Continued)

8.1 (b) Buyer may take delivery of quantities of gas stored for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 8.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this Rate Schedule on such day.

8.2 Notice Required

Buyer shall nominate withdrawals under this Rate Schedule in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

8.3 Daily Withdrawal Quantity

The maximum quantity of gas which Seller can withdraw from storage on any day is dependent upon operating conditions in the storage field and on Seller's system at the particular time.

If all of the nominations exceed the total quantity which Seller can withdraw from storage, each Buyer's storage withdrawal on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance utilizing records of Seller's dispatcher, provided that on any day Buyer shall be entitled to withdraw the following daily quantity:

Buyer's Storage Gas Balance As a Percent of Buyer's Storage Capacity Quantity	Buyer's Daily Withdrawal Entitlement As A Factor of Buyer's Storage Capacity Quantity
20- 0	1/155
40-21	1/125
60-41	1/105
80-61	1/ 95
100-81	1/ 85

Seller shall endeavor to withdraw on any one day, as much of Buyer's nomination for such day as operating conditions will permit.

8.4 Limitation Upon Total Withdrawal

Seller shall not withdraw gas for Buyer in excess of Buyer's Storage Gas Balance existing at any time.

RATE SCHEDULE WSS  
Washington Storage Service  
(Continued)

9. BASE GAS

Seller shall be the owner of Base Gas injected into the Washington Storage Field; however, Buyer shall be entitled to purchase and receive the quantity of Base Gas as shown below, when Buyer no longer receives service from the Washington Storage Field, less two (2) percent of such quantity for injection and withdrawal fuel. Buyer shall pay Seller for such gas received a charge per dt equal to the sum of (1) the average demand charge per dt credited to Buyer's bill at the time gas was injected into storage as Base Gas, (2) the average commodity charge in effect under the applicable rate schedule for each Buyer at the time gas was injected into storage as Base Gas, and (3) the Quantity Withdrawal Charge in effect at the time of withdrawal.

Base Gas attributable to each Buyer is as follows:

	MCF @ 14.73 PSIA
	-----
Brooklyn Union Gas Company	5,798,096
City of Danville, Virginia	98,549
City of Greenwood, South Carolina	23,298
City of Laurens, South Carolina	33,471
City of Monroe, Georgia	11,649
City of Shelby, North Carolina	9,708
City of Union, South Carolina	17,862
Clinton-Newberry Natural Gas Authority	155,320
Columbia Gas of Virginia, Inc.	46,596
Consolidated Edison Company of N.Y. Inc.	4,629,190
Delmarva Power & Light Company	432,312
Long Island Lighting Company	1,672,962
North Carolina Gas Service	97,075
North Carolina Natural Gas Corp.	1,025,780
NUI Corporation	1,183,242
Owens-Corning Fiberglas Corp.	291,225
PECO Energy Company	1,383,433
Philadelphia Gas Works	1,251,530
Piedmont Natural Gas Company, Inc.	2,300,503
Public Service Electric & Gas	1,553,200
Public Service Company of North Carolina	1,048,410
South Carolina Pipeline Corporation	485,375
South Jersey Gas Company	1,653,046
United Cities - Georgia	149,718
United Cities - South Carolina	97,722
Virginia Natural Gas Inc.	271,810
Washington Gas Light Company	723,706

RATE SCHEDULE WSS  
Washington Storage Service  
(Continued)

10. RESERVED FOR FUTURE USE

11. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

12. QUALITY

Refer to Section 3 of the General Terms and Conditions.

13. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

14. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are hereby made a part hereof.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: November 30, 1998

Effective: November 1, 1998

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RP98-394-000, issued October 28, 1998, 85 FERC ¶ 56,119

RATE SCHEDULE SS-1  
STORAGE SERVICE-1

1. AVAILABILITY

This rate schedule is available for the purchase of natural gas storage service from Transcontinental Gas Pipe Line Corporation (hereinafter referred to as Seller) by any person, company or agency (hereinafter referred to as Buyer), when Buyer and Seller execute a service agreement for storage service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered by Seller to Buyer under the service agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations described in Sections 7 and 8 hereof, shall be considered firm, except such service shall be subject to interruption for events of force majeure, operating conditions beyond Seller's or Buyer's control, or interruption during the period prior to the date firm service commences under Seller's agreement for transportation service with Consolidated Gas Transmission Corporation (Con Gas), a supplier of transportation service which underlies service by Seller under this rate schedule; provided, however, that in the event North Penn Gas Company (North Penn) and/or Con Gas fail, for any reason whatsoever to make deliveries to Seller under their respective agreements with Seller then Seller's obligation to make deliveries hereunder shall be reduced accordingly.

3. RATE

3.1 The applicable charges set forth in that portion of the currently effective Sheet No. 28 of Volume No. 1 of this Tariff which relates to this rate schedule are incorporated herein.

3.2 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller each month the sum of the following amounts:

- (a) Demand Charge: A charge per dt of Storage Demand.
- (b) Storage Capacity Quantity Charge: A charge per dt of Storage Capacity Quantity.
- (c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.
- (d) Quantity Withdrawn Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

4. INTERIM SERVICE CHARGES

4.1 Should Seller commence service under this rate schedule prior to the time Seller, Con Gas and/or North Penn have put into service all the facilities necessary to provide firm service to all Buyers then Buyers shall pay the sum of the following charges to Seller:

- (a) Demand Charge:
  - (i) North Penn's Demand Charge
  - (ii) Con Gas' D-1 charge if and when Con Gas is providing service under Con Gas' TF Rate Schedule.
  - (iii) Seller's D-1 charge if and when Seller places all or a portion of its facilities in service up to the level of firm service Seller is able to provide to each Buyer.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: August 30, 1996

Effective: October 1, 1996

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

RATE SCHEDULE SS-1  
STORAGE SERVICE-1  
(Continued)

4. INTERIM SERVICE CHARGES (Continued)

4.1 (b) Capacity Charge:

- (i) North Penn's capacity charge
- (ii) Con Gas' D-2 charge if Con Gas is providing service under Con Gas' TF Rate Schedule.
- (iii) Seller's D-2 charge if and when Seller places all or a portion of its facilities in service up to the level of firm service Seller is able to provide to each Buyer.

(c) Injection Charge:

- (i) North Penn's Injection Charge
- (ii) Con Gas' commodity charge under Con Gas' TF Rate Schedule or Con Gas' TI Rate Schedule whichever is applicable
- (iii) Seller's commodity charge if and when Seller places all or a portion of its facilities in service up to the level of firm service Seller is able to provide.

(d) Withdrawal Charge:

- (i) North Penn's withdrawal charge
- (ii) Con Gas' commodity charge under Con Gas' TF Rate Schedule or Con Gas' TI Rate Schedule
- (iii) Seller's commodity charge if and when Seller places all or a portion of its facilities in service up to the level of firm service Seller is able to provide to each Buyer

Prior to Seller being able to provide firm storage service to Buyer it shall be Buyer's responsibility to deliver gas for injection and receive gas for withdrawal at the interconnection between the facilities of Seller and Con Gas located in Potter County, Pennsylvania, at the Leidy Storage Pool.

If service shall commence on any day other than April 1, Seller shall directly bill Buyers receiving storage service from Seller any charges billed by North Penn and/or Con Gas for the period April 1 through the date service commences.

5. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY NATURAL GAS COMPANIES PROVIDING STORAGE AND RELATED TRANSPORTATION SERVICES TO SELLER

- 5.1 Application - This section sets forth the procedures to change Seller's rates under this rate schedule when the natural gas companies providing storage and transportation services necessary to provide storage service under this rate schedule change the rates and charges payable by Seller for such services, and to flow - through refunds received from such natural gas companies.

Issued by: M. D. White, President  
Issued on: July 22, 1991

Effective: August 1, 1991

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. CP88-391-006, issued June 19, 1991

RATE SCHEDULE SS-1  
STORAGE SERVICE-1  
(Continued)

5. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY NATURAL GAS COMPANIES PROVIDING STORAGE AND RELATED TRANSPORTATION SERVICES TO SELLER (Continued)

- 5.1 (a) Rate Change - The charges under this rate schedule, as shown on effective Sheet No. 28 of Volume No. 1 of this Tariff, reflect, as appropriate, amounts payable by Seller to North Penn for storage service under North Penn's Rate Schedule SS, and Con Gas for storage related transportation service under Con Gas' Rate Schedule TF. The services provided by North Penn and Con Gas (hereinafter collectively referred to as "Suppliers") are utilized by Seller to render service to Buyer under this rate schedule. A change in charges payable by Seller to Suppliers shall be reflected in this rate schedule by the following procedure:
- (i) Demand Charge - The Demand Charge shown on Sheet No. 28 of this Tariff is based on the Storage Deliverability Charge to be paid by Seller to North Penn for storage services and the Demand Charge to be paid by Seller to Con Gas for related transportation services and Seller's Demand transportation charge for delivery of storage quantities. Seller shall reduce or increase, as appropriate, the Demand Charge shown on such Sheet No. 28 to reflect the change in the North Penn Storage Deliverability Charge or the Con Gas Demand Charge.
  - (ii) Storage Capacity Quantity Charge - The Storage Capacity Quantity Charge shown on Sheet No. 28 of this Tariff is based on the Storage Space Charge to be paid by Seller to North Penn for storage service. Seller shall reduce or increase, as appropriate, the capacity charge shown on such Sheet No. 28 to reflect the change in the North Penn Storage Space Charge.
  - (iii) Charges for Quantities Injected and Withdrawn - The Quantity Injected and Quantity Withdrawn Charges shown on Sheet No. 28 of this Tariff are based on the Injection and Withdrawal Charges to be paid by Seller to North Penn and the interruptible or commodity transportation charges to be paid Con Gas under Rate Schedule TF (net of any discounts) and Seller's Commodity Charges. Seller shall reduce or increase, as appropriate, the Quantity Injected and the Quantity Withdrawn Charges shown on Sheet No. 28 to reflect the change in the North Penn Injection and Withdrawal Charges and/or the change in the Con Gas interruptible or commodity transportation charges.
- (b) Notification - Seller shall give notice via its electronic bulletin board of any proposed rate change filed by North Penn which Seller is authorized to track under this rate schedule within three (3) business days following Seller's receipt of such filing. Such notice shall include the expected effect on Seller's rates under this Rate Schedule.
- (c) Seller's Tracker Filings - Seller shall file to track any rate change by North Penn which affects Seller's rates under this rate schedule no later than thirty (30) days following the issuance date of the Commission order which accepts and makes effective North Penn's rate change. The effective date of such change in Seller's rates shall coincide with the effective date of any change in rates by North Penn.
- (d) Refunds - Within forty-five (45) days of the receipt thereof, Seller shall refund to its customers under this Rate Schedule all amounts refunded to Seller by Suppliers under the related storage and transportation rate schedules, including any interest paid by Suppliers. Each customer's proportionate part of such refund shall be determined in the same manner as the refund from Suppliers was determined.

RATE SCHEDULE SS-1  
STORAGE SERVICE-1  
(Continued)

6. MINIMUM BILL

6.1 Demand and Storage Capacity Quantity Charges

The minimum monthly bill shall be the sum of the Demand Charge and the Storage Capacity Quantity Charge.

7. DEFINITIONS

7.1 Injection Season

The Injection Season shall be the seven consecutive months beginning on April 1 and extending through the succeeding October 31.

7.2 Withdrawal Season

The Withdrawal Season shall be the five consecutive months beginning on November 1 and extending through the next succeeding March 31.

7.3 Storage Demand

The Storage Demand shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

7.4 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder.

7.5 Reserved for Future Use

7.6 Reserved for Future Use

7.7 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: August 30, 1996

Effective: October 1, 1996

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

RATE SCHEDULE SS-1  
STORAGE SERVICE-1  
(Continued)

8. INJECTIONS INTO STORAGE

8.1 General Procedure

(a) When Buyer desires Seller to store gas for its account under this rate schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated and actually tendered to Seller for Buyer's account at the point of receipt specified in the service agreement, subject to the limitations set forth below in this Section.

(b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this rate schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 8.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this rate schedule on such day.

8.2 Injection Period

Buyer shall inject gas only during the Injection Season, unless otherwise permitted by Seller.

8.3 Notice Required

Buyer shall nominate injections under this rate schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

8.4 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, at least one-one hundred eightieth (1/180) of Buyer's Storage Capacity Quantity until such time as Buyer's Storage Gas Balance is equal to one-half (1/2) of Buyer's Storage Capacity Quantity and thereafter at least one-two hundred fourteenth (1/214) of Buyer's Storage Capacity Quantity.

8.5 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

Issued by: Frank J. Ferazzi, Vice President

Issued on: October 29, 1998

Effective: November 2, 1998

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RP98-411-000, issued October 14, 1998

RATE SCHEDULE SS-1  
STORAGE SERVICE-1  
(Continued)

9. WITHDRAWALS FROM STORAGE

9.1 General Procedure

(a) When Buyer desires the delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon deliver to Buyer the quantity of gas so nominated, subject to the limitations set forth below in this section.

(b) Buyer may take delivery of quantities of gas stored for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 9.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this Rate Schedule on such day.

9.2 Withdrawal Period

Buyer may withdraw gas only during the Withdrawal Season, unless otherwise permitted by Seller.

9.3 Notice Required

Buyer shall nominate withdrawals under this Rate Schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

9.4 Quantity Limitations

(a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this Rate Schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operators thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Storage Demand.

Issued by: Frank J. Ferazzi, Vice President

Issued on: October 29, 1998

Effective: November 2, 1998

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RP98-411-000, issued October 14, 1998

RATE SCHEDULE SS-1  
STORAGE SERVICE-1  
(Continued)

9. WITHDRAWALS FROM STORAGE (Continued)

9.4 If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage and deliver, the gas deliverable on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day during November through March, Buyer shall be entitled to receive the following daily quantities.

- (i) Buyer's Storage Demand provided Buyer's Storage Gas Balance is greater than 33 percent of Buyer's Storage Capacity Quantity.
- (ii) 66.67 percent of Buyer's Storage Demand when Buyer's Storage Gas Balance is greater than 20 percent, but less than or equal to 33 percent of Buyer's Storage Capacity Quantity.
- (iii) 37.50 percent of Buyer's Storage Demand when Buyer's Storage Gas Balance is equal to or less than 20 percent of Buyer's Storage Capacity Quantity.

The foregoing notwithstanding it is also understood and agreed that in addition to the limitations provided above, Seller will be obligated to deliver from storage no more than 66.67 percent of Buyer's Storage Demand after February 8 of any year and no more than 37.50 percent of Buyer's Storage Demand for the Period then in effect after February 28 of any year.

9.5 Monthly Quantity Limitations

During any calendar month, Seller shall not be obligated to deliver a daily average of more than 87 1/2 percent of Buyer's Storage Demand.

10. FUEL ALLOWANCE

10.1 In order to recover such quantities of fuel, if any, that any Supplier may retain for compressor fuel and for calculated normal operational loss associated with the compression, transportation and delivery of natural gas quantities for Buyer's account (Fuel Allowance), Seller will retain equivalent quantities from Buyer's storage injection and withdrawal quantities hereunder. Provided, however, Buyer may deliver or cause to be delivered to Seller such additional quantities of gas as Seller reasonably determines are required for fuel to effect injection of Buyer's injection quantities (Injection Allowance).

Therefore, provided Seller receives an Injection Allowance from Buyer, Seller will retain gas only from quantities injected into storage sufficient to cover Seller's fuel requirements for withdrawal (Withdrawal Allowance) and the calculated normal operational loss makeup associated with the transmission compression and storage of Buyer's storage quantities (Loss Allowance). Consequently, Buyer will begin each withdrawal season with a quantity of natural gas in storage equal to Buyer's Storage Capacity Quantity for the Period then in effect less the calculated Withdrawal and Loss Allowances applicable to such quantities of natural gas.

10.2 Seller will also retain from Buyer's nominated storage injections a percentage or percentages of gas as compensation for compressor fuel and gas otherwise used, lost or unaccounted for in Seller's operations. Such percentage(s), if any, are specified on the currently effective Sheet No. 29 of Volume No. 1 of this Tariff.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: August 30, 1996

Effective: October 1, 1996

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

RATE SCHEDULE SS-1  
STORAGE SERVICE-1  
(Continued)

11. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

12. QUALITY

Refer to Section 3 of the General Terms and Conditions.

13. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

14. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are made a part hereof.

RATE SCHEDULE SS-2  
STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available for the purchase of natural gas storage service from Transcontinental Gas Pipe Line Corporation (hereinafter referred to as Seller) by any person, company or agency (hereinafter referred to as Buyer), when Buyer and Seller execute a Service Agreement for storage service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered by Seller to Buyer under the Service Agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations described in Sections 7 and 8 hereof, shall be considered firm, except such service shall be subject to interruption for events of force majeure and operating conditions beyond Seller's or Buyer's control; provided, however, that in the event Penn-York Energy Corporation (Penn-York) and/or National Fuel Gas Supply Corporation (National Fuel) fail, for any reason whatsoever to make deliveries to Seller under their respective agreements with Seller then Seller's obligation to make deliveries hereunder shall be reduced accordingly.

3. RATE

- 3.1 The applicable per dt charges set forth in that portion of the currently effective Sheet No. 28 of Volume No. 1 of this Tariff which relates to this rate schedule are incorporated herein.
- 3.2 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller each month the sum of the following amounts:
- (a) Demand Charge: A charge per dt of Storage Demand.
  - (b) Storage Capacity Quantity Charge: A charge per dt of Storage Capacity Quantity.
  - (c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.
  - (d) Quantity Withdrawal Charge: A charge per dt for gas withdrawn from storage for Buyer's account.
  - (e) The Gas Research Institute (GRI) Funding Surcharge and the ACA Unit Charge.

RATE SCHEDULE SS-2  
Continued

4. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY NATURAL GAS COMPANIES PROVIDING STORAGE AND RELATED TRANSPORTATION SERVICES TO SELLER

4.1 Application - This section sets forth the procedures to change Seller's rates under this rate schedule when the natural gas companies providing storage and transportation services necessary to provide storage service under this rate schedule change the rates and charges payable by Seller for such services, and to flow through refunds received from such natural gas companies.

(a) Rate Change - The charges under this rate schedule, as shown on effective Sheet No. 28 of Volume No. 1 of this Tariff, reflect, as appropriate, amounts payable by Seller to Penn-York for storage service under Penn-York's Rate Schedule SS-1, and National Fuel for storage-related transportation service under National Fuel's Rate Schedule X-54. The services provided by Penn-York and National Fuel (hereinafter collectively referred to as "Suppliers") are utilized by Seller to render service to Buyer under this rate schedule. A change in charges payable by Seller to Suppliers shall be reflected in this rate schedule by the following procedure:

(i) Demand Charge - The Demand Charge shown on Sheet No. 28 of this Tariff is based on the Demand or D-1 Charges to be paid by Seller to Suppliers for related storage and transportation services and Seller's demand costs for delivery of storage quantities on its pipeline system. Seller shall reduce or increase, as appropriate, the Demand Charge shown on such Sheet No. 28 to reflect the change in the Suppliers Demand or D-1 Charges.

(ii) Storage Capacity Quantity Charge - The Storage Capacity Quantity Charge shown on Sheet No. 28 of this Tariff is based on the Storage Space Charge to be paid by Seller to Penn-York for storage service. Seller shall reduce or increase the capacity charge shown on such Sheet No. 28 to reflect the change in the Penn-York Storage Space Charge.

(iii) Charges for Quantities Injected and Withdrawn - The Quantity Injected and Quantity Withdrawn charges shown on Sheet No. 28 of this Tariff are based on the commodity costs/charges of Supplier to inject and withdraw Buyer's storage quantities. Seller shall reduce or increase, as appropriate, the Quantity Injected and the Quantity Withdrawn Charges shown on Sheet No. 28 to reflect the commodity charges of Suppliers.

(b) Notification - Seller shall give notice via its electronic bulletin board of any proposed rate change filed by Penn-York and/or National Fuel which Seller is authorized to track under this rate schedule within three (3) business days following Seller's receipt of such filing. Such notice shall include the expected effect on Seller's rates under this Rate Schedule.

(c) Seller's Tracker Filings - Seller shall file to track any rate change by Penn-York and/or National Fuel which affects Seller's rates under this rate schedule no later than thirty (30) days following the issuance date of the Commission order which accepts and makes effective Penn-York and/or National Fuel's rate change. The effective date of such change in Seller's rates shall coincide with the effective date of any change in rates by Penn-York and/or National Fuel.

(d) Refunds - Within forty-five (45) days of the receipt thereof, Seller shall refund to its customers under this Rate Schedule all amounts refunded to Seller by Suppliers under the related storage and transportation rate schedules, including any interest paid by Suppliers. Each customer's proportionate part of such refund shall be determined in the same manner as the refund from Suppliers was determined.

RATE SCHEDULE SS-2  
(Continued)

5. DEFINITIONS

5.1 Injection Season

The Injection Season shall be the seven consecutive months beginning on April 1 and extending through the succeeding October 31.

5.2 Withdrawal Season

The Withdrawal Season shall be the five consecutive months beginning on November 1 and extending through the next succeeding March 31.

5.3 Storage Demand

The Storage Demand shall be that quantity set forth in the Service Agreement and shall be utilized to determine the Demand Charges payable by Buyer hereunder. It shall represent the maximum quantity Seller shall be obligated to deliver to Buyer and Buyer shall be entitled to receive from Seller from storage on any one day, subject to the limitations set forth in Section 7 below.

5.4 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the Service Agreement and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder. It shall represent the quantity of top storage in the storage pools which Seller shall make, or cause to be made, available to Buyer for storage of gas.

5.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

6. INJECTIONS INTO STORAGE

6.1 General Procedure

- (a) When Buyer desires Seller to store gas for its account under this Rate Schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated and actually tendered to Seller for Buyer's account at the point of receipt specified in the Service Agreement, subject to the limitations set forth below in this Section.
- (b) Buyer may take delivery of quantities of gas stored for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this Rate Schedule on such day.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: October 29, 1998

Effective: November 2, 1998

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RP98-411-000, issued October 14, 1998

RATE SCHEDULE SS-2  
(Continued)

6.2 Notice Required

Buyer shall nominate injections under this Rate Schedule in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

6.3 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, the Maximum Daily Injection Quantity as follows:

Percentage of Annual Storage Volume Occupied	Ratio of Maximum Daily Injection Quantity to Annual Quantity
Less than 10%	1/150
From greater than 10% to 30%	1/160
From greater than 30% to 50%	1/175
From greater than 50% to 70%	1/185
From greater than 70% to 100%	1/200

6.4 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

7. WITHDRAWALS FROM STORAGE

7.1 General Procedure

When Buyer desires the delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

RATE SCHEDULE SS-2  
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.2 Notice Required

Buyer shall nominate withdrawals under this Rate Schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

7.3 Quantity Limitations

(a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this Rate Schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operators thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Storage Demand.

If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage and deliver, the gas deliverable on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day during November through March, Buyer shall be entitled to receive the following daily quantities.

Percentage of Annual Storage Volume Occupied	Ratio of Maximum Daily Withdrawal Quantity to Annual Quantity
From greater than 30% to 100%	1/110
From greater than 15% to 30%	1/120
From greater than 10% to 15%	1/135
Less than 10%	1/150

8. FUEL ALLOWANCE

In order to recover such quantities of fuel, if any, that any Supplier and/or Seller may retain for compressor fuel and for calculated normal operational loss associated with the storage, compression, transportation and delivery of natural gas quantities for Buyer's account (Fuel Allowance), Seller will retain equivalent quantities from Buyer's storage injection and withdrawal quantities hereunder. Provided, however, Buyer may deliver or cause to be delivered to Seller such additional quantities of gas as Seller reasonably determines are required for fuel to effect injection of Buyer's injection quantities (Injection Allowance). Therefore, provided Seller receives an Injection Allowance from Buyer, Seller will retain gas only from quantities injected into storage sufficient to cover Seller's fuel requirements for withdrawal (Withdrawal Allowance) and the calculated normal operational loss makeup associated with the transmission compression and storage of Buyer's storage quantities (Loss Allowance). Consequently, Buyer will begin each withdrawal season with a quantity of natural gas in storage equal to Buyer's Storage Capacity Quantity for the Period then in effect less the calculated Withdrawal and Loss Allowances applicable to such quantities of natural gas.

9. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: October 29, 1998

Effective: November 2, 1998

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RP98-411-000, issued October 14, 1998

RATE SCHEDULE SS-2  
(Continued)

10. HEAT CONTENT

Refer to Section 3 of the General Terms and Conditions.

11. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

12. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are made a part hereof.

RATE SCHEDULE FT  
Firm Transportation Service

1. AVAILABILITY

Service under this Rate Schedule is available to any gas company or any other party (hereinafter referred to as "Buyer") for the transportation of natural gas by Transcontinental Gas Pipe Line Corporation (hereinafter referred to as "Seller") on Seller's system when:

- 1.1 Buyer desires firm transportation service of gas under this Rate Schedule; and
  - (a) Buyer has converted from firm sales service under Seller's CD, G or OG Rate Schedules or Seller's non-jurisdictional direct industrial sales agreement to firm transportation service pursuant to this Rate Schedule; or
  - (b) Buyer has converted from firm sales service under Seller's PS or ACQ Rate Schedules to firm transportation service pursuant to this Rate Schedule; or
  - (c) Buyer has submitted a valid request in accordance with Section 8 hereof for service under this Rate Schedule and Seller has available capacity to render such service; and

1.2 Buyer and Seller have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all firm transportation service rendered by Seller for Buyer pursuant to Seller's blanket certificate or Part 284 of the regulations of the FERC and the executed service agreement for service under this Rate Schedule.
- 2.2 Transportation service provided under the terms of this Rate Schedule shall be limited to the delivery by Seller of up to Buyer's Transportation Contract Quantity (TCQ) specified in the executed service agreement plus fuel attributable to Rate Schedule GSS injections, if applicable.
- 2.3 Transportation service provided under this Rate Schedule shall be on a firm basis and shall not be subject to reduction or interruption, except as provided in Section 11 of the General Terms and Conditions.
- 2.4 Transportation service available to a Buyer hereunder pursuant to a conversion from Seller's PS Rate Schedule shall be limited to the period commencing on December 1 of each year through the last day of February of the following year unless otherwise specified in the Service Agreement.
- 2.5 Transportation service available to a Buyer hereunder pursuant to a conversion from Seller's ACQ Rate Schedule shall be limited to the period commencing on March 1 of each year through November 30 of the same year.
- 2.6 Except as otherwise agreed to by Buyer and approved by the Commission, Section 284.221(d)(1) of the Commission's Regulations shall apply to service under this Rate Schedule at the expiration of the term stated in Article IV of the Service Agreement, subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.
- 2.7 Transportation service available to a Buyer hereunder pursuant to a conversion from Seller's Rate Schedules X-289 through X-313 shall be limited to the period commencing on November 1 of each year through March 31 of the following year.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: December 18, 1996

Effective: January 1, 1997

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RP96-211-005, issued December 3, 1996, 77 FERC ¶ 76,253

RATE SCHEDULE FT  
Firm Transportation Service  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

2.8 In any zone for which Buyer pays a reservation charge to Seller under this Rate Schedule, Buyer shall have access, on a secondary basis, to:

- (a) receipt points within that zone which are (i) located on Seller's mainline system upstream of Station 85, (ii) located on Seller's Mobile Bay Lateral, or (iii) downstream of Station 85 but not located within Buyer's firm contract path, as defined by those receipt and delivery points specifically identified in Buyer's FT Service Agreement; and
- (b) delivery points within that zone.

The quantities to be received or delivered on a secondary basis will be those quantities in excess of Buyer's firm capacity entitlement at the respective point of receipt or delivery, and shall not exceed Buyer's total firm capacity entitlement for the zone in which the point of receipt or delivery is located. Notwithstanding anything to the contrary in the foregoing, the sum of all quantities that can be nominated in any segment in a zone by Buyer and by any and all Replacement Shippers that derive a firm capacity entitlement in that zone from Buyer shall be limited to Buyer's original firm capacity entitlement under this Rate Schedule FT in that segment of the zone. If the sum of all such nominated quantities exceed Buyer's original firm capacity entitlement under this Rate Schedule FT in that segment of the zone, the nominations using capacity on a secondary basis in any segment covered by the nomination shall be reduced on a pro rata basis, based upon nominated quantities in each segment. Nominations that are not using capacity on a secondary basis in any segment shall not be subject to reduction under this Section 2.8. Further, Reverse Path transportation, as defined in Section 2.9(b) herein, which results in the delivery of gas to a point downstream of the point of receipt will be scheduled on a secondary basis. Quantities received or delivered on a secondary basis shall have the priority set forth in Section 28 of the General Terms and Conditions and shall be subject to reduction or interruption as specified in Sections 11 and 28 of the General Terms and Conditions.

2.9 For transportation service under this Rate Schedule the following terms shall apply in order to indicate direction of flow:

(a) Primary Path

The transportation path established by the receipt and delivery points as set forth in Buyer's executed Service Agreement.

(b) Reverse Path

The transportation path that is in the opposite direction of the Primary Path as defined in Section 2.9(a) above.

RATE SCHEDULE FT  
Firm Transportation Service  
(Continued)

3. RATES AND CHARGES

3.1 For transportation service rendered to Buyer each month under this Rate Schedule, Buyer shall pay to Seller the sum of Seller's Reservation and Commodity Charge(s) determined as follows:

- (a) Reservation Charge: Buyer's applicable TCQ(s) multiplied by the applicable reservation rate(s).
- (b) Commodity Charge: The applicable FT commodity rate(s) multiplied by the quantities (dts) delivered.

3.2 For transportation service under this Rate Schedule, Seller's Reservation Charges shall be calculated as follows:

(a) The Reservation Charge each month for a Conversion Buyer (as defined in Section 7 of this Rate Schedule) shall be determined as the sum of the following:

- (i)  $17\% \times \text{Buyer's TCQ} \times \text{the applicable reservation rate from Zone 1 (Station 30) to Buyer's delivery zone}$
- (ii)  $25\% \times \text{Buyer's TCQ} \times \text{the applicable reservation rate from Zone 2 (Station 45) to Buyer's delivery zone}$
- (iii)  $19\% \times \text{Buyer's TCQ} \times \text{the applicable reservation rate from Zone 3 (Station 50) to Buyer's delivery zone}$
- (iv)  $39\% \times \text{Buyer's TCQ} \times \text{the applicable reservation rate from Zone 3 (Station 62) to Buyer's delivery zone}$

(b) In addition to the above, Conversion Buyers electing firm capacity entitlements described in Section 7.4 of this Rate Schedule shall pay a Reservation Charge each month under this Rate Schedule determined by multiplying Buyer's TCQ attributable to the firm capacity so elected by the Zone 3-3 Reservation Rate.

(c) The Reservation Charge each month for all other Buyers under this Rate Schedule shall be determined by multiplying Buyer's TCQ by the applicable reservation rate.

3.3 If, under the provisions of Section 11.1 through 11.4 of the General Terms and Conditions, Seller orders interruption or reduction of service to Buyer, then the Reservation Charge for the month in which such day or days occur shall be computed as follows: Determine for each such day the number of dt which Seller was unable to deliver, and multiply the sum of all such days' deficiencies by the reservation rate per dt of TCQ, divided by 30 and the result shall be subtracted from the Reservation Charge for such month as otherwise computed. No adjustment to the Reservation Charge shall be made as a result of a reduction or interruption of service under the provisions of Sections 11.5 or 11.6 of the General Terms and Conditions.

3.4 For transportation service under this Rate Schedule, the Commodity Charge shall consist of the applicable FT commodity rate multiplied by the quantities (dt) delivered.

3.5 The maximum and minimum reservation and commodity rates for firm transportation service are shown on the effective Sheet Nos. 40 and 40.01 of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this Rate Schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.

RATE SCHEDULE FT  
Firm Transportation Service  
(Continued)

3. RATES AND CHARGES (Continued)

- 3.6 Seller shall retain from the quantities of gas delivered by Buyer at the point(s) of receipt for transportation under this Rate Schedule a percentage(s) of such gas for compressor fuel and line loss make-up. Such percentage(s) are specified on the effective Sheet No. 44 of Volume No. 1 of this Tariff.
- 3.7 Buyer shall pay Seller any and all filing fees incurred as a result of Buyer's request for Seller's performance of service under this Rate Schedule, to the extent such fees are imposed upon Seller by the FERC or any other governmental authority having jurisdiction. Buyer shall pay Seller for such fees at Seller's designated office or depository within ten days of receipt of Seller's invoice detailing the amount of such fees.
- 3.8 Buyer shall reimburse Seller for the costs of any facilities installed by Seller with Buyer's consent which are necessary to receive, measure, transport or deliver gas to or for the account of Buyer.
- 3.9 To the extent that Buyer elects to utilize this Rate Schedule to transport withdrawal quantities from Seller's Washington Storage Field, the following commodity charges shall apply:
- (a) For deliveries downstream of Zone 3 - transportation charges commence in Zone 4 and end in the zone of delivery.
  - (b) For deliveries upstream of Zone 3 - transportation charges commence in Zone 2 and end in the zone of delivery.
  - (c) For deliveries in Zone 3 - see effective Sheet No. 40.01 of Volume No. 1 of this tariff.

4. RECEIPTS AND DELIVERIES

- 4.1 Transportation service under this Rate Schedule shall consist of: (a) the receipt of gas on behalf of Buyer up to Buyer's TCQ quantity (plus fuel retained pursuant to the provisions of Section 3.6 hereof and injection fuel under Seller's Rate Schedule GSS, if applicable) at (i) the point(s) of receipt specified in the executed service agreement or (ii) at secondary point(s) of receipt pursuant to Section 2.8 hereof; (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.6 hereof) by Seller to Buyer, or for Buyer's account, at (i) the point(s) of delivery specified in the executed service agreement or (ii) secondary delivery points pursuant to Section 2.8 of this Rate Schedule.
- 4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller the scheduled daily quantities hereunder as nearly as possible at uniform hourly rates.
- 4.3 Seller's ability to receive gas under this Rate Schedule at specific point(s) of receipt is subject to the operating limitations of Seller and the upstream party at such point(s) and to the availability of capacity after performance by Seller of any existing certificated firm service arrangements under other Rate Schedules between Seller and third parties at such point(s) of receipt. If an allocation of capacity at a point of receipt is required by Seller, Seller shall prorate quantities scheduled at that point among all Buyers under this Rate Schedule requesting service on that day based upon the relative priority of scheduled quantities at the specific point(s) of receipt on Seller's pipeline system. Quantities scheduled from secondary receipt points provided in Section 2.8 of this Rate Schedule, which such quantities shall be interrupted first under this Rate Schedule, will be reduced prorata based upon the requested quantities. All other quantities scheduled hereunder will be reduced based upon relative TCQ quantities on that segment of Seller's pipeline system.

RATE SCHEDULE FT  
Firm Transportation Service  
(Continued)

4. RECEIPT AND DELIVERIES (Continued)

4.4 Buyer shall cause producers/operators and interconnecting upstream pipelines which are scheduled to tender gas to Seller at points of receipt hereunder to provide Seller a predetermined daily allocation methodology for measured quantities (based on scheduled quantities) at all nominated receipt points (i.e., which transactions are baseloaded and which transactions take the "swing", whether transactions are pro rata or otherwise), in accordance with the nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Such allocation methodology may be changed for any prospective day within a month. The daily allocation methodology provided by the producers/operators shall consist of written rankings for allocating receipts among the participating working interest owners at the applicable receipt point(s); each working interest owner shall provide a written ranking for transactions within its working interest. The daily allocation methodology provided by an interconnecting upstream pipeline shall consist of written rankings for allocation among all Buyers nominating at the applicable receipt point. Each Buyer, or its designee, shall provide a written ranking for transactions within such Buyer's transportation receipt allocation at each receipt point. In the absence of such advice, Seller shall prorate measured quantities based on daily scheduled nominations. No changes to the rankings shall be accepted by Seller unless the changes are made through Seller's TRANSIT® service. Prior-period reallocations of any transaction shall be permitted by Seller only if all affected persons (including Seller) consent in writing to the adjustment.

4.5 Each executed Service Agreement shall specify Buyer's traditional FT delivery point(s). In addition, all delivery point(s) upstream of such traditional FT delivery point(s) ("non-traditional delivery points") located within Buyer's TCQ entitlements, as specified in Sections 7.2 and 7.3(a) below, shall be made available to Buyer by Seller posting such delivery points on Seller's TRANSIT® service. Buyer's ability to nominate transportation service to such upstream non-traditional delivery point(s) will be subject to: (a) operating and tariff limitations at such point(s); (b) confirmation and acceptance by the party responsible for operation of the upstream delivery point; and further, may be subordinate to any firm services scheduled to such point(s) which are traditional FT, FTN or FT-G delivery points of another firm Buyer.

Additionally, a Buyer under this Rate Schedule may nominate quantities of gas for transportation to secondary delivery points pursuant to Section 2.8 of this Rate Schedule.

4.6 Transportation service under this Rate Schedule, from the receipt point(s) and to the delivery point(s) specified in this Section 4 shall be subject to any applicable tariff limitations and contract capacity entitlements. The sum of Buyer's deliveries through a given segment of Seller's pipeline shall be limited to Buyer's TCQ quantity as specified in the executed Service Agreement for such segment of capacity.

4.7 Buyers under this Rate Schedule shall schedule transportation service to valid delivery points from valid receipt points without restriction to the direction of flow, provided however, the sum of the volumes scheduled on any day (upstream and/or downstream) through a given segment of Seller's pipeline shall not exceed Buyer's TCQ quantity as specified in the executed Service Agreement for such segment of capacity. Further, Reverse Path transportation, as defined in Section 2.9(b), is subject to the operating conditions of Seller's pipeline and will not be made available to Buyer if Seller, in Seller's sole discretion, determines that such transportation is operationally infeasible.

5. SCHEDULING AND BALANCING

5.1 Buyer shall nominate service under this Rate Schedule in accordance with the procedures set forth in Section 28.1 of the General Terms and Conditions subject to (a) and (b) below. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Buyer shall nominate receipt point quantities by producer and source of gas (e.g., field or block) for delivery to the nominated points of delivery. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Buyer and Seller shall have scheduling personnel available to be contacted 7 days a week, 24 hours a day, and Buyer shall cause the producer-operators and interconnecting pipeline operators supplying gas at the point(s) of receipt to do the same.

RATE SCHEDULE FT  
Firm Transportation Service  
(Continued)

5. SCHEDULING AND BALANCING (Continued)

5.1 (Continued)

- (a) Buyer may request to renominate gas supplies from available alternative receipt point(s) during the day (subject to verification and confirmation by Seller) in order to mitigate unexpected gas production outages. Seller will use all reasonable efforts to accommodate such requests, when operating conditions on Seller's system permit.
- (b) Buyer may take daily delivery, at the point(s) of delivery set forth in Buyer's Service Agreement hereunder, of quantities greater than or less than the quantities scheduled in advance pursuant to this Section 5.1, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery hereunder on any day of quantities in excess of Buyer's TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions.

RATE SCHEDULE FT  
Firm Transportation Service  
(Continued)

5. SCHEDULING AND BALANCING (Continued)

- 5.2 Buyer shall have the responsibility to adjust and maintain a concurrent balance between receipts and deliveries based on the best information available to Buyer. Seller shall have the responsibility to monitor daily receipts and daily deliveries during the month based on the best operating information available to Seller (including electronic gas measurement - estimates or actuals) and shall make such information available to all the parties to the transaction as designated by Buyer prior to the commencement of such transaction. Seller shall install the appropriate equipment and facilities on its pipeline system as determined by Seller to accurately measure gas receipts and deliveries. Any imbalances between Buyer's deliveries of gas for transportation and Seller's redeliveries shall be kept to a minimum. For daily imbalances between receipts and deliveries exceeding 10 percent or 1,000 dth (whichever is greater) or cumulative imbalances exceeding 5 percent or 1,000 dth (whichever is greater) Seller, upon notice to Buyer, which notice shall be given at least 24 hours in advance, unless exigent circumstances dictate otherwise, may issue Operational Flow Orders pursuant Section 52 of the General Terms and Conditions to require adjustments to Buyer's daily scheduling of receipts or deliveries over a reasonable period of time to maintain a concurrent balance when the operational integrity of Seller's pipeline system would otherwise be threatened.
- 5.3 Each month Buyer and Seller shall "cash out" by receipt zone any imbalance between total receipts (net of fuel) and total deliveries for all of Buyer's transactions under this Rate Schedule in accordance with the provisions of Section 37 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

SHEET NO. 161 IS BEING RESERVED FOR FUTURE USE.

SHEET NO. 162 IS BEING RESERVED FOR FUTURE USE.

RATE SCHEDULE FT  
Firm Transportation Service  
(Continued)

5. SCHEDULING AND BALANCING (Continued)

- 5.4 Seller will provide, on Seller's TRANSIT<sup>®</sup> service or by other available means of communication, its best operating data ("Operating Data") on receipts and deliveries (including electronic gas measurement data - estimated or actuals) to all parties to the transaction requesting such data, and will provide such data by 11:00 a.m. Central Time on the third day following each daily business transaction so as to allow shippers a reasonable opportunity to correct any accumulated imbalances during such calendar month. Parties to a transaction may obtain such data on Seller's TRANSIT<sup>®</sup> service or by other available means of communication. Buyer will be entitled to rely on Seller's Operating Data for purposes of correcting such imbalances during the month. To determine whether the cash out penalty levels in Section 37.1(c) of the General Terms and Conditions apply, and if applicable, any resulting multipliers, Buyer's imbalance percentage will be determined by the lesser of Operating Data or Actual Data. However, the cash out provisions in Section 37.1(b) of the General Terms and Conditions and, if triggered, the cash out penalty provisions in Section 37.1(c) of the General Terms and Conditions will apply to final measured and allocated quantities (Operating Data adjusted to actual data where required) at the close of the calendar month. Post-month changes to volumetric receipt point allocation (as may be agreed to by all the parties to a transaction pursuant to Section 4.4) or other adjustments shall be "cashed out" using the price in effect for such Buyer during the month of gas flow. To the extent that Buyer's imbalance is completely offset by such adjustments, then any remaining adjustment quantities in excess of the offset imbalance quantities shall be "cashed out" at the average spot price in effect during the month of gas flow. No imbalance penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty.
- 5.5 THIS SECTION IS RESERVED FOR FUTURE USE.
- 5.6 THIS SECTION IS RESERVED FOR FUTURE USE.
- 5.7 THIS SECTION IS RESERVED FOR FUTURE USE.

RATE SCHEDULE FT  
Firm Transportation Service  
(Continued)

5. SCHEDULING AND BALANCING (Continued)

5.8 Procedures for Resolution of Historical Imbalances

- (a) This Section 5.8 shall apply to all Buyers except those expressly identified as opposed to Seller's imbalance reconciliation and resolution procedures in the Commission's order of November 4, 1993, in Docket No. RP92-137-015, et.al. Notwithstanding the foregoing, this Section 5.8 will apply to any opposing Buyer that subsequently agrees to be bound thereby or that is made subject to this Section 5.8 by Commission order.
- (b) To the extent that an imbalance between Seller and Buyer has accrued under this Rate Schedule for any period prior to August 1, 1991 (hereinafter referred to as "Historical Imbalance"), such Historical Imbalance shall be resolved, as provided herein below, following a final reconciliation, including reconciliation under Producer Imbalance Reconciliation Account agreements between Seller and Buyers' Suppliers. Buyer shall be responsible for providing or causing the appropriate receipt point operators, upstream pipelines, producers and/or other gas suppliers to provide to Seller final receipt point allocation statements or other conclusive evidence that is necessary to enable Seller to complete a final reconciliation of such Historical Imbalance.
- (c) Neither Seller nor Buyer shall be obligated to make up or repay a Historical Imbalance under this Rate Schedule until such time as a final reconciliation of all Historical Imbalance quantities under all service agreements between Seller and Buyer has been completed and agreed to by Seller and Buyer or determined pursuant to 5.8(d) below. All positive Historical Imbalance quantities under all service agreements between Seller and Buyer may be offset against all negative Historical Imbalance quantities under all service agreements between Seller and Buyer. Such imbalance quantity shall be considered the Final Reconciled Historical Imbalance ("FRHI") between Seller and Buyer.
- (d) After all relevant information required to resolve Historical Imbalances has been supplied to Seller by Buyer, Buyer or Seller may notify the other party, upon no less than thirty days written notice, that it desires to begin good faith negotiations to reach a final reconciled Historical Imbalance quantity under all service agreements between Seller and Buyer. Such good faith negotiations shall continue for a period not to exceed 120 days unless extended thereafter by mutual agreement between Seller and Buyer. If Seller and Buyer, after exercising good faith efforts to reach agreement on a final reconciled Historical Imbalance quantity, are unable to agree on such quantity, then the resolution of the Historical Imbalance quantity shall be determined as quickly as practicable by utilizing the following arbitration procedures:

RATE SCHEDULE FT  
Firm Transportation Service  
(Continued)

5. SCHEDULING AND BALANCING (Continued)

5.B Procedures for Resolution of Historical Imbalances (Continued)

- (d) (i) Seller and Buyer shall have 30 days from the end of the reconciliation period to agree on an arbitrator employed by one of the following accounting firms:

Arthur Andersen & Co.  
Cooper's & Lybrand  
Deloitte & Touche  
Ernst & Young  
KPMG Peat Marwick  
Price Waterhouse & Co.

If Seller and Buyer cannot agree, the arbitrator shall be appointed from one of the above listed accounting firms, upon the request of either Seller or Buyer, by the Senior Judge (in service) of the United States District Court for the District of Columbia. The arbitrator selected (a) shall not be employed by a firm that represents either Seller or Buyer as its independent auditor for financial reporting purposes, (b) shall not be financially interested in the outcome of the dispute, (c) shall not be a current or former employee of Seller or Buyer. The arbitrator shall be qualified by education and/or experience to pass on the particular issues in dispute. Seller and Buyer shall share equally in the compensation and expenses of the arbitrator.

- (ii) Seller and Buyer shall furnish the arbitrator with the quantity that each such party believes represents the aggregate Historical Imbalance quantity under all service agreements between Seller and Buyer. Seller or Buyer may request that the arbitrator provide for compulsory discovery provided such discovery does not interfere with the arbitrator's ability to render a decision within the 90 day time limitation. The arbitrator shall meet and hear the parties with respect to matters relevant to the dispute and both Seller and Buyer may submit for the consideration of the arbitrator all volumetric information relative to such dispute. The jurisdiction of the arbitration shall be limited to the selection, based on all of the relevant information presented, of either the Historical Imbalance quantity of the Seller or the Historical Imbalance quantity of the Buyer. The decision of the arbitrator shall be in writing and such decision shall be reached within 90 days of the appointment of such arbitrator. To the extent not inconsistent with the terms hereof, the arbitration shall be conducted in accordance with either Delaware law or Texas law at the election of the Buyer. The results of such arbitration shall be final, binding and not appealable, except as provided under Article 237 of the Texas General Arbitration Act or any successor provision thereto, or under Section 5714 of the Uniform Arbitration Act of Delaware or any successor provision thereto. The arbitration shall not be binding on the Federal Energy Regulatory Commission.

RATE SCHEDULE FT  
Firm Transportation Service  
(Continued)

5. SCHEDULING AND BALANCING (Continued)

5.8 Procedures for Resolution of Historical Imbalances (Continued)

- (e) After determination of the FRHI pursuant to either 5.8(c) or 5.8(d) above, Seller and Buyer shall resolve the FRHI in the following manner:
- (i) Seller and Buyer shall enter into good faith negotiations for a period not to exceed 90 days from the date the FRHI is determined ("Negotiation Period"), unless such period is extended by mutual agreement between Seller and Buyer, in order to resolve such FRHI by agreeing either to: (1) make up the FRHI on a volumetric basis, over a reasonable time period and subject to operating conditions on Seller's and Buyer's systems, or (2) make up such FRHI on a dollar basis; provided however, nothing herein shall preclude Buyer, with Seller's consent, from entering into an agreement with other Buyers which would allow Buyers to trade FRHI quantities. Seller's consent to enter into such agreements shall not be unreasonably withheld.
  - (ii) If, at the end of the Negotiation Period, Seller and Buyer have not agreed upon a resolution of the FRHI as provided in 5.8(e)(i) above, Seller or Buyer, as appropriate, shall "cash out" the FRHI over twelve equal monthly installments (hereinafter referred to as "FRHI Cash Out"), commencing with the first month following the end of the Negotiation Period. The monthly FRHI Cash Out shall be the product of one-twelfth of the FRHI volume and the price, determined as follows, for that month. The applicable price for purposes of the immediately preceding sentence shall be the simple average of the four regional prices (rounded to the fourth decimal place) set forth in the table "Gas Price Report" (in \$/MMBtu) published in the first issue of such month of Natural Gas Week (or any succeeding publication of Oil Daily, Inc.) for these regions: (1) Texas, Gulf Coast Offshore, Spot Delivered to Pipeline; (2) Texas, Gulf Coast Onshore, Spot Delivered to Pipeline; (3) Louisiana, Gulf Coast Offshore, Spot Delivered to Pipeline; and (4) Louisiana, Gulf Coast Onshore, Spot Delivered to Pipeline.
- (e) Notwithstanding the above, Seller shall have the sole right to adjust the timing of the volumetric make-up of any FRHI to maintain the operational integrity of Seller's pipeline system.

6. EMINENCE STORAGE WITHDRAWAL SERVICE

- 6.1 Seller will make Emergency Eminence Storage Withdrawal Service ("Emergency Eminence Service") available to Buyers that have TCO entitlements at the point on Seller's mainline system where Seller's facilities and Seller's Eminence facilities interconnect, as backup supply during force majeure events under the terms and conditions set forth in this Section 6.

RATE SCHEDULE FT  
 Firm Transportation Service  
 (Continued)

6. EMERGENCY EMINENCE STORAGE WITHDRAWAL SERVICE (Continued)

- 6.2 Emergency Eminence Service is limited to an aggregate daily withdrawal quantity of 60 percent of the total Eminence storage dehydrated withdrawal capability per day, measured at full inventory, for the duration of the force majeure event, but not more than a cumulative withdrawal quantity of 60 percent of Eminence storage capacity, measured at full inventory. Should operating conditions permit, the daily withdrawal capability shall be increased by Seller. The total aggregate withdrawal quantity available during any force majeure event may be adjusted downward to the extent that withdrawals from prior force majeure events have not been returned. Withdrawal quantities may be adjusted to the extent that the capacity or deliverability of the Eminence facility varies with factors unrelated to the level of inventory, such as force majeure or operating conditions.
- 6.3 In the event daily nominations for Emergency Eminence Service exceed the aggregate daily withdrawal quantity available, the available quantity will be allocated on a pro rata basis among all the Buyers nominating such service based on each Buyer's TCQ.
- 6.4 Upon the termination of the force majeure event applicable to Buyer or the depletion of quantities available under Emergency Eminence Service, whichever occurs first, Buyer will be required to schedule injection returns plus fuel at a daily rate such that the volumes withdrawn will be replaced within 30 days, or such longer period that may be required as a result of injection limitations. Seller shall have the right to limit Buyer's daily injection rate to Buyer's pro rata share of sixty percent (60%) of the total daily Eminence injection capability unless operating conditions permit a greater injection rate ("Maximum Injection Rate"). If Buyer fails to meet the injection return deadline, Buyer shall be charged a penalty on the unreturned volumes of two times the Zone 4 Sell Price as defined in Section 5.3 above for the month in which all volumes should have been replaced if Buyer had replaced such volumes at the Maximum Injection Rate.

7. SERVICE RIGHTS OF CONVERSION BUYERS

- 7.1 A Conversion Buyer for purposes of this Section 7, is a Buyer that has converted a firm sales contract to service under this Rate Schedule or a Buyer that receives service under this Rate Schedule by virtue of a reallocation of firm daily sales or firm mainline transportation capacity on Seller's system.
- 7.2 A Conversion Buyer shall be allocated its full firm TCQ capacity through Seller's mainline facilities commencing at Seller's Station 65 and terminating downstream at the Conversion Buyer's market area delivery points.
- 7.3 Conversion Buyers shall be allocated capacity through Seller's mainline system upstream of Station 65 as follows: Each Conversion Buyer shall be allocated capacity equal to the quantity determined by multiplying (i) such Conversion Buyer's TCQ commencing at Station 65 by (ii) the following percentages as applicable to each of the following sections of Seller's system:

Section of Seller's Mainline System Upstream of Station 65 (Compressor Station to Compressor Station)	Cumulative Percentage
-----	-----
30 - 45	17%
45 - 50	42%
50 - 65	61%
62 - 65	39%

Transportation service from an off mainline receipt point upstream of one of the above designated compressor stations to any such compressor station which is a firm receipt point for Buyer under this Rate Schedule shall be provided by Seller under an interruptible feeder arrangement as set forth in Section 3.9 of Rate Schedule IT.

RATE SCHEDULE FT  
Firm Transportation Service  
(Continued)

7. SERVICE RIGHTS OF CONVERSION BUYERS (Continued)

7.4 In addition to the capacity entitlements specified in Section 7.3 above, Buyers converting from Rate Schedule PS to firm transportation service hereunder may elect to purchase a firm daily capacity entitlement on an annual basis from Seller's Station 54 to 65 equal to the difference between Buyer's Station 50-65 capacity entitlement as set forth in Section 7.3 above and 100% of Buyer's PS conversion TCQ.

8. OTHER CONDITIONS OF SERVICE

8.1 Requests for transportation hereunder shall be considered acceptable only if Buyer has completed and returned Seller's transportation service request form (which is available to all Buyers and potential Buyers on request) to the following address:

Transcontinental Gas Pipe Line Corporation  
Attention: Customer Services  
P. O. Box 1396  
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's transportation service request form, as such may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and

RATE SCHEDULE FT  
Firm Transportation Service  
(Continued)

8. OTHER CONDITIONS OF SERVICE (Continued)

8.1 (b) Sufficient information to determine Buyer's credit worthiness in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

8.2 Requests for transportation hereunder shall be void unless Buyer executes a Service Agreement for service under this Rate Schedule within thirty (30) days after Seller has tendered such agreement to Buyer and provides the following information to Seller in writing at the address set forth in Section 8.1 prior to or at the time that Buyer executes such Service Agreement.

If the transportation service is to be provided pursuant to Section 311(a) of the Natural Gas Policy Act (NGPA), certification including sufficient information to verify that Buyer's transportation service qualifies under Section 311(a) of the NGPA. Such certification shall include a statement by the intrastate pipeline or local distribution company on whose behalf such transportation service is to be performed that:

- (a) The intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point; or
- (b) The intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or
- (c) The gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.

8.3 Seller shall not be required to perform service under this Rate Schedule in the event all facilities necessary to render the requested service do not exist at the time the request is made.

9. RESERVED FOR FUTURE USE

RATE SCHEDULE FT  
Firm Transportation Service  
(Continued)

10. BUYER'S RESPONSIBILITIES

Buyer recognizes that, as between it and Seller, Buyer has sole control over its physical takes of gas from Seller's system and therefore has a duty to refrain from taking delivery of volumes in excess of Buyer's TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions. Buyer further recognizes that Buyer may cause hardship and economic damage to other Buyers in the event Buyer takes delivery of volumes in excess of Buyer's TCQ, as adjusted, for which Buyer may be held accountable either through a direct cause of action by such other Buyers or as an impleaded or third party defendant in a suit by such other Buyers. In no event shall the payment of a penalty for an overrun quantity pursuant to Section 18 of the General Terms and Conditions be considered as giving Buyer the right to take such overrun quantity nor shall such payment be considered as a substitute for all other rights and remedies (including but not limited to consequential damages) available to any other Buyer against Buyer for failure to respect its obligation to stay within its TCQ, as adjusted.

11. SELLER'S RESPONSIBILITIES

Seller recognizes that it has a duty to use reasonable care and prudent operating procedures to allow Buyer to schedule for delivery within its TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions, the gas quantities available to Buyer up to the amount verified and confirmed by Seller based on the best operating information available to Seller. Seller also recognizes that unless forces beyond Seller's control (including, but not limited to, force majeure, or the failure of Buyer or Buyer's gas supplier to deliver scheduled gas quantities into Seller's system) cause interference with Seller's ability to redeliver, Seller has a duty to tender to Buyer for redelivery the gas quantities which Seller has verified and confirmed as available to Buyer. Seller further recognizes that a breach of its duties herein may cause hardship and economic damage to Buyer, for which Buyer reserves all rights and remedies (including but not limited to consequential damages), and for which Seller may be held accountable. In addition to the foregoing, Seller shall be responsible to Buyer for penalties in the same manner as an overrun by a Buyer, for service deficiencies (i.e., the failure to allow Buyer to schedule gas quantities for redelivery or the failure to tender to Buyer gas quantities for redelivery) caused by Seller allocating to Seller's sales service or to any other Buyer in a knowing, willful or grossly negligent manner the gas quantities which Seller has verified and confirmed as available to Buyer.

12. PROCEDURES USED TO PROVIDE GENERAL INFORMATION TO BUYERS AND POTENTIAL BUYERS

- 12.1 Information regarding Seller's maximum and minimum rates for firm transportation services, general rate discounting advisories, gas scheduling or allocation procedures, available firm transportation capacity and other general announcements pertaining to transportation services will be made available to all Buyers and potential Buyers by electronic means on a twenty-four hour basis on Seller's TRANSIT® service.
- 12.2 Any general firm transportation service announcements will be made available to all Buyers and potential Buyers by electronic means on a twenty-four hour basis through Seller's TRANSIT® service. Overnight delivery of this information will be available to Buyers and potential Buyers upon written request provided that such overnight delivery services are prepaid.

RATE SCHEDULE FT  
Firm Transportation Service  
(Continued)

13. WARRANTY OF TITLE TO GAS

Buyer warrants for itself, its successors and assigns, that it will at the time of delivery to Seller for transportation have good and merchantable title to all gas hereunder free and clear of all liens, encumbrances and claims whatsoever. Buyer shall indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Seller for transportation under this Rate Schedule.

14. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule FT, the terms and conditions of this Rate Schedule FT shall control.

RATE SCHEDULE ESS  
Eminence Storage Service

1. AVAILABILITY

This open-access rate schedule is available for the purchase from Transcontinental Gas Pipe Line Corporation (hereinafter referred to as Seller) of Eminence Storage Service by any person, company or agency (hereinafter referred to as Buyer), when Buyer and Seller execute a Service Agreement for storage service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This rate schedule shall apply to storage service rendered from the Eminence Storage Field by Seller to Buyer under the Service Agreement executed for service hereunder and Part 284 of the Commission's Regulations. Service rendered under this rate schedule, within the limitations described in Sections 5 and 6 hereof, shall not be subject to curtailment or interruption except that caused by force majeure or by operating conditions beyond Seller's or Buyer's control.

2.2 Pregranted Abandonment and Right of First Refusal

Section 284.221(d) of the Commission's Regulations shall apply to service under this rate schedule at the expiration of the term stated in Article III of the Service Agreement, subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.

3. RATES AND CHARGES

3.1 The maximum and minimum demand and quantity rates for service under this Rate Schedule are shown on the currently effective Sheet No. 27A of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this Rate Schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate, pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.

3.2 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller each month the sum of the following amounts:

- (a) Demand Charge: A charge per Dt of Storage Demand.
- (b) Storage Capacity Quantity Charge: A charge per Dt of Storage Capacity Quantity.
- (c) Quantity Injected Charge: A charge per Dt for gas delivered into storage for Buyer's account.
- (d) Quantity Withdrawal Charge: A charge per Dt for gas withdrawn from storage for Buyer's account.

RATE SCHEDULE ESS  
Eminence Storage Service  
(Continued)

4. DEFINITIONS

4.1 Storage Demand

The Storage Demand shall be that quantity set forth in the executed Service Agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

4.2 Reserved for Future Use

4.3 Storage Injection Quantity

The Storage Injection Quantity specified in the executed Service Agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, shall be the maximum quantity Seller shall be obligated to inject into storage for Buyer's account and Buyer shall be entitled to inject into storage on any one day, subject to the provisions set forth in Section 5 below.

4.4 Reserved for Future Use

4.5 Storage Capacity Quantity

The Storage Capacity Quantity shall be specified in the executed Service Agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder.

4.6 Reserved for Future Use

4.7 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: August 30, 1996

Effective: October 1, 1996

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

RATE SCHEDULE ESS  
Eminence Storage Service  
(Continued)

5. INJECTIONS INTO STORAGE

5.1 General Procedure

- (a) When Buyer desires Seller to store gas for its account under this rate schedule, Buyer shall nominate quantities for injection according to Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines operating conditions permit. Buyer shall make available such scheduled quantity and Seller shall thereupon inject the scheduled quantity into storage for Buyer's account on such day, subject to the provisions set forth below in this section. Gas for injection hereunder shall be made available by Buyer to Seller at the receipt point set forth in the executed ESS Service Agreement as a result of transportation services performed by Seller for Buyer or Buyer's designee.
- (b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this rate schedule which are greater than or less than the quantities scheduled in advance pursuant to Section 5.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this rate schedule on such day.

5.2 Daily Injection Quantity

The maximum quantity of gas which Seller can inject into storage on any one day is dependent in part upon operating conditions in the Eminence Storage Field and on Seller's system at the particular time. Seller shall endeavor to inject on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceeds the total quantity which Seller can inject into storage on such day, the nominations for such day shall be allocated based upon Buyer's proportionate share of the total Storage Capacity Quantities of the Eminence Storage Field, but in no event shall Buyer be allocated less than its Storage Injection Quantity.

5.3 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedures only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity by an amount greater than or equal to Buyer's nominated injection quantity.

6. WITHDRAWALS FROM STORAGE

6.1 General Procedure

- (a) When Buyer desires the withdrawal or delivery of gas stored for Buyer's account under this rate schedule, Buyer shall nominate quantities for withdrawal according to Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgement, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines operating conditions permit. Seller shall thereupon withdraw for Buyer the quantity of gas scheduled and Buyer's Storage Gas Balance shall be reduced by the quantity of gas scheduled for withdrawal on such day, subject to the provisions set forth below in this section. Gas for withdrawal hereunder shall be made available to Buyer at the delivery point set forth in the executed ESS Service Agreement as a result of transportation services performed by Seller for Buyer or Buyer's designee.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: October 29, 1998

Effective: November 2, 1998

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RP98-411-000, issued October 14, 1998

RATE SCHEDULE ESS  
Eminence Storage Service  
(Continued)

6. WITHDRAWALS FROM STORAGE (Continued)

6.1 General Procedure (Continued)

(b) Buyer may cause Seller to withdraw quantities from storage for Buyer's account under this rate schedule which are greater than or less than the quantities scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms & Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this rate schedule on such day.

6.2 Daily Withdrawal Quantity

The maximum quantity of gas which Seller can withdraw from storage on any day is dependent in part upon operating conditions in the Eminence Storage Field and on Seller's system at the particular time. Seller shall endeavor to withdraw and deliver, on any one day, as much of Buyer's nomination for such day as operating conditions permit. If, however, the total of all nominations for such day exceeds the total quantity which Seller can withdraw from storage on such day, the nominations for such day shall be allocated based upon Buyer's proportionate share of the total Storage Capacity Quantities of the Eminence Storage Field, but in no event shall Buyer be allocated less than its Storage Demand.

6.3 Limitation Upon Total Withdrawal

Seller shall not withdraw gas for Buyer in excess of Buyer's Storage Gas Balance existing at any time.

7. TRANSFERS OF STORAGE INVENTORY

Refer to Section 47 of the General Terms and Conditions.

8. RIGHT OF FIRST REFUSAL PROCEDURES

Refer to Section 48 of the General Terms and Conditions.

9. PROCEDURES FOR ALLOCATING AVAILABLE CAPACITY

Refer to Section 49 of the General Terms and Conditions.

RATE SCHEDULE ESS  
Eminence Storage Service  
(Continued)

10. REQUEST FOR SERVICE

10.1 Requests for service hereunder shall be considered acceptable only if Buyer has completed and returned Seller's storage service request form (which is available to all Buyers and potential Buyers on request) to the following address:

Transcontinental Gas Pipe Line Corporation  
Attention: Customer Services  
P. O. Box 1396  
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's storage service request form, as such may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and

(b) Sufficient information to determine Buyer's credit worthiness in accordance with the General Terms and Conditions of Seller's Volume No. 1 Tariff.

10.2 Requests for service hereunder shall be void unless Buyer executes a Service Agreement for service under this rate schedule within thirty (30) days after Seller has tendered such agreement to Buyer.

11. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected and withdrawn from, or transferred to or from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

12. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule ESS, the terms and conditions of this Rate Schedule ESS shall control.

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's GSS Rate Schedule)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller", first party, and \_\_\_\_\_, hereinafter referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I  
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule GSS, Seller agrees to receive from Buyer for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer, quantities of natural gas as follows:

To withdraw from storage or cause to be withdrawn from storage, the gas stored for Buyer's account up to a maximum quantity in any day of \_\_\_\_\_ dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of \_\_\_\_\_ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II  
POINT OF DELIVERY

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

ARTICLE III  
DELIVERY PRESSURE

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

ARTICLE IV  
TERM OF AGREEMENT

This agreement shall be effective April 1, \_\_\_\_\_ and shall remain in force and effect for a period \_\_\_\_\_

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's GSS Rate Schedule)  
(Continued)

ARTICLE V  
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule GSS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI  
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts between the parties hereto:

3. No waiver by either party of anyone or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents or Vice Presidents thereunto duly authorized and have caused their respective corporate seals to be hereunto affixed and attested by their respective Secretaries or Assistant Secretaries the day and year above written.

ATTEST:

TRANSCONTINENTAL GAS PIPE LINE  
CORPORATION

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President (Seller)

ATTEST:

\_\_\_\_\_  
By \_\_\_\_\_  
President (Buyer)

Issued by: M. D. White, President  
Issued on: July 22, 1991

Effective: August 1, 1991

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. CP88-391-006, issued June 19, 1991

FORM OF SERVICE AGREEMENT  
(for Temporary Storage Service Under  
Section 9 of Seller's GSS Rate Schedule)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller", first party, and \_\_\_\_\_, hereinafter referred to as "Buyer", second party:

W I T N E S S E T H:

WHEREAS Buyer desires to purchase temporary storage service from Seller under Seller's Rate Schedule GSS and,

WHEREAS Seller has available on a temporary basis storage service which it desires to sell to Buyer and which Buyer desires to purchase from Seller in accordance with the provisions of Section 9 of Seller's Rate Schedule GSS;

NOW, THEREFORE, Seller and Buyer agree as follows:

1. This agreement shall be effective April 1, and shall remain in force and effect for a period of one year.
2. During the term of this agreement, Seller agrees to receive from Buyer for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer, quantities of natural gas as follows:

To withdraw or cause to be withdrawn from storage, transport and deliver to Buyer at the delivery points set forth below, the gas stored for Buyer's account on a temporary basis up to a maximum quantity in any day of \_\_\_\_\_ dt, which quantity shall be Buyer's Temporary Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of \_\_\_\_\_ dt, which quantity shall be Buyer's Temporary Storage Capacity Quantity.

3. Such service shall be performed by Seller in accordance with the provisions of Seller's Rate Schedule GSS and particularly Section 9 thereof, and shall be paid for by Buyer in accordance with the provisions of such Rate Schedule and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

4. The point or points of delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

Seller shall deliver gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

5. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

6. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of \_\_\_\_\_

7. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

FORM OF SERVICE AGREEMENT  
(For Temporary Storage Service Under  
Section 9 of Seller's GSS Rate Schedule)  
(Continued)

IN WITNESS WHEREOF, this agreement is executed as of the day and year first above set forth.

ATTEST:

TRANSCONTINENTAL GAS PIPE LINE  
CORPORATION

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President (Seller)

ATTEST:

\_\_\_\_\_  
By \_\_\_\_\_  
President (Buyer)

Issued by: M. D. White, President  
Issued on: July 22, 1991

Effective: August 1, 1991

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. CP88-391-006, issued June 19, 1991

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's S-2 Rate Schedule)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as Seller, first party, and \_\_\_\_\_, hereinafter referred to as Buyer, second party

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I  
SERVICES TO BE RENDERED

Subject to the terms and provisions of this Agreement and Seller's Rate Schedule S-2, Seller agrees to receive from Buyer for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer quantities of natural gas stored by Seller (less fuel allowance, if any) as defined in Rate Schedule S-2 and stated in Article II of this Agreement.

ARTICLE II  
TERM OF AGREEMENT

Subject to the provisions of Article I hereof, this Agreement shall be effective on \_\_\_\_\_, \_\_\_\_\_, Natural gas service rendered hereunder shall commence on \_\_\_\_\_, \_\_\_\_\_, and continue for a period of \_\_\_\_\_ (\_\_\_\_) years and thereafter until terminated either by Seller or Buyer upon twelve (12) months prior written notice to the other specifying a termination date of April 15, or any anniversary thereafter.

ARTICLE III  
CONTRACT DEMAND  
AND STORAGE CAPACITY QUANTITY

Subject to the terms and provisions of this Agreement, Seller, during the period November 16 through April 15th, inclusive, of each contract year, agrees to withdraw or cause to be withdrawn from storage, transport and deliver to Buyer such quantities of natural gas as Buyer shall specify up to the following maximum daily quantities:

The period from November 16 through February 16,

\_\_\_\_\_ dt per day;

Commencing February 17 the Maximum Daily Quantity shall decrease each successive day by \_\_\_\_\_ dt per day until March 1, on which date the Maximum Daily Quantity shall be

\_\_\_\_\_ dt per day;

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's S-2 Rate Schedule)  
(Continued)

Commencing March 2 the Maximum Daily Quantity shall decrease each successive day by \_\_\_\_\_ dt per day until March 16, on which date the Maximum Daily Quantity shall be \_\_\_\_\_ dt per day:

Commencing March 17 the Maximum Daily Quantity shall decrease each successive day by \_\_\_\_\_ dt per day until April 1, and for the period from April 1 through April 15, the Maximum Daily Quantity shall be \_\_\_\_\_ dt per day:

provided, that Seller shall have no obligation to deliver to Buyer during each contract year a quantity of natural gas in excess of the following total quantities during the periods hereinafter set forth:

From November 16 through February 15,  
not in excess of \_\_\_\_\_ dt

From November 16 through March 15,  
not in excess of \_\_\_\_\_ dt

From November 16 through April 15,  
not in excess of \_\_\_\_\_ dt

For the purpose of computing the demand charge in Seller's Rate Schedule S-2, the foregoing maximum daily quantity of \_\_\_\_\_ dt shall constitute the Contract Storage Demand of Buyer, and Buyer agrees to pay Seller therefor as provided in Article V hereof. Buyer's Storage Capacity Quantity under Rate Schedule S-2 shall be \_\_\_\_\_ dts.

The term "contract year" as used in this Contract and in Seller's Rate Schedule S-2 shall mean a period commencing on the sixteenth day of November of each calendar year of the term hereof and continuing through the next ensuing fifteenth day of November.

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's S-2 Rate Schedule)  
(Continued)

ARTICLE IV  
POINT(S) OF DELIVERY  
AND DELIVERY PRESSURE(S)

Seller shall deliver natural gas hereunder to Buyer at the following Point(s) of Delivery and at a pressure(s):

ARTICLE V  
PRICE

Commencing on the effective date hereof Buyer shall pay Seller for all natural gas service rendered hereunder in accordance with Seller's Rate Schedule S-2 as filed with the Federal Energy Regulatory Commission, and as same may be amended or superseded, from time to time.

This Agreement in all respects shall be and remain subject to the applicable provisions of Seller's Rate Schedule S-2, which is made a part hereof by reference, and as same may be amended or superseded from time to time.

ARTICLE VI  
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this Agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts between the parties hereto for the sale of natural gas by Seller to Buyer:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed, and enforced in accordance with the laws of the State of

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents or Vice Presidents thereunto duly authorized and have caused their respective corporate seals to be hereunto affixed and attested by their respective Secretaries or Assistant Secretaries the day and year above written.

ATTEST:

\_\_\_\_\_  
Secretary

TRANSCONTINENTAL GAS PIPE LINE  
CORPORATION

By \_\_\_\_\_  
President  
SELLER

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President  
BUYER

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's WSS Rate Schedule)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller", first party, and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I  
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule WSS, Seller agrees to receive from Buyer, quantities of natural gas for the Base Gas and for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer, quantities of natural gas as follows:

To withdraw from storage or cause to be withdrawn from storage, the gas stored for Buyer's account up to maximum quantity in any day of \_\_\_\_\_ dt, which quantity shall be Buyer's Storage Demand Quantity, or such greater or lesser daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule WSS.

To receive and store or cause to be stored up to a total quantity at any one time of \_\_\_\_\_ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II  
POINT OF DELIVERY

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

ARTICLE III  
DELIVERY PRESSURE

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's WSS Rate Schedule)  
(Continued)

ARTICLE IV  
TERM OF AGREEMENT

This agreement shall be effective \_\_\_\_\_ and shall remain in force and effect  
for a period \_\_\_\_\_

ARTICLE V  
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule WSS, and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI  
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts between the parties hereto:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of \_\_\_\_\_

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents or Vice Presidents thereunto duly authorized and have caused their respective corporate seals to be hereunto affixed and attested by their respective Secretaries or Assistant Secretaries the day and year above written.

ATTEST:

TRANSCONTINENTAL GAS PIPE LINE  
CORPORATION

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President (Seller)

ATTEST:

By \_\_\_\_\_  
President (Buyer)

Issued by: M. D. White, President  
Issued on: July 22, 1991

Effective: August 1, 1991

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. CP88-391-006, issued June 19, 1991

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's SS-1 Rate Schedule)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller", first party, and hereinafter referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I  
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule SS-1, Seller agrees to receive from Buyer for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer, quantities of natural gas stored by Seller (less fuel allowance, if any) as defined in Rate Schedule SS-1 as follows:

To withdraw from storage or cause to be withdrawn from storage, transport and deliver to Buyer at the delivery points set forth below, the gas stored for Buyer's account up to a maximum quantity in any day of \_\_\_\_\_ dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of \_\_\_\_\_ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II  
POINTS OF RECEIPT AND DELIVERY

The Point or Points of Receipt for all natural gas received by Seller for injection into storage for Buyer's account shall be at the point or points of delivery specified in Buyer's sales rate schedule with Seller, provided that if Buyer so elects, gas purchased from a third party will also be received for injection into storage for Buyer's account at the point of injection at the Leidy Storage Pool.

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

ARTICLE III  
DELIVERY PRESSURE

Buyer shall deliver natural gas to Seller at the Point of Receipt at such pressures as may be available from time to time in Buyer's transporter's line serving such point but not less than 1,000 pounds per square inch gauge.

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's SS-1 Rate Schedule)  
(Continued)

ARTICLE IV  
TERM OF AGREEMENT

This agreement shall be effective  
and shall remain in force and effect until the end of the storage injection-withdrawal cycle that starts 20 years from the date storage service commences hereunder.

ARTICLE V  
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule SS-1 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI  
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts between the parties hereto:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents or Vice Presidents thereunto duly authorized and have caused their respective corporate seals to be hereunto affixed and attested by their respective Secretaries or Assistant Secretaries the day and year above written.

ATTEST:

TRANSCONTINENTAL GAS PIPE LINE  
CORPORATION

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
(Seller)

ATTEST:

\_\_\_\_\_  
By \_\_\_\_\_  
(Buyer)

Issued by: M. D. White, President  
Issued on: July 22, 1991

Effective: August 1, 1991

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. CP88-391-006, issued June 19, 1991

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's SS-2 Rate Schedule)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and between  
TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller",  
first party, and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter  
referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I  
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule SS-2, Seller agrees to receive from Buyer or for Buyer's account for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer, quantities of natural gas stored by Seller (less fuel allowance, if any) as defined in Rate Schedule SS-2 as follows:

To withdraw from storage or cause to be withdrawn from storage, transport and deliver to Buyer at the delivery points set forth below, the gas stored for Buyer's account up to a maximum quantity in any day of \_\_\_\_\_ dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of \_\_\_\_\_ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II  
POINTS OF RECEIPT AND DELIVERY

The Point of Receipt for all natural gas received by Seller for injection into storage for Buyer's account shall be (1) at the interconnection between the facilities of National Fuel Gas Supply Corporation (National Fuel) and Penn-York Energy Corporation located in Potter County, Pennsylvania, at the Ellisburg Station; (2) at the interconnection between the facilities of National Fuel and Transco at or near Leidy in Clinton County, Pennsylvania; or (3) at certain existing points of interconnection between Buyer and Seller.

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

<u>Delivery Point(s)</u>	<u>Quantity (Dt/d)</u>
--------------------------	------------------------

ARTICLE III  
DELIVERY PRESSURE

Buyer shall deliver natural gas to Seller at the Point of Receipt at such pressures as may be available from time to time in Buyer's transporter's line serving such point but not less than 1,000 pounds per square inch gauge.

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

Issued by: Frank J. Ferazzi, Vice President  
Issued on: August 30, 1996

Effective: October 1, 1996

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's SS-2 Rate Schedule)  
(Continued)

ARTICLE IV

TERM OF AGREEMENT

This agreement shall be effective April 1, 1990, and shall remain in force and effect until the end of the storage injection-withdrawal cycle that starts 15 years from the date storage service commences hereunder.

ARTICLE V

RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule SS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI

MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.
2. This agreement supersedes and cancels as of the effective date hereof the following contracts between the parties hereto:
3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.
4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.
5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents or Vice Presidents thereunto duly authorized and have caused their respective corporate seals to be hereunto affixed and attested by their respective Secretaries or Assistant Secretaries the day and year above written.

ATTEST:

TRANSCONTINENTAL GAS PIPE LINE  
CORPORATION

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Title:

ATTEST:

By \_\_\_\_\_  
Title:

Issued by: M. D. White, President  
Issued on: July 22, 1991

Effective: August 1, 1991

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. CP88-391-006, issued June 19, 1991

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule FT)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller," first party, and \_\_\_\_\_, hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I  
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of \_\_\_\_\_ dt per day.
2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II  
POINT(S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III  
POINT(S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule FT)  
(Continued)

ARTICLE IV  
TERM OF AGREEMENT

This agreement shall be effective as of \_\_\_\_\_, \_\_\_\_\_ (year) and shall remain in force and effect until 9:00 a.m. Central Clock Time \_\_\_\_\_, \_\_\_\_\_ (year) and thereafter until terminated by Seller or Buyer upon at least \_\_\_\_\_ written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

ARTICLE V  
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions in Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI  
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule FT)  
(Continued)

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of \_\_\_\_\_, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:  
Transcontinental Gas Pipe Line Corporation  
P. O. Box 1396  
Houston, Texas 77251  
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE  
CORPORATION  
(Seller)

By \_\_\_\_\_

\_\_\_\_\_  
(Buyer)

By \_\_\_\_\_

Issued by: M. D. White, President

Issued on: July 22, 1991

Effective: August 1, 1991

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. CP88-391-006, issued June 19, 1991

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule FT)  
(Continued)

Exhibit A  
-----

Point(s) of Receipt  
-----

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule FT)  
(Continued)

Exhibit B  
-----

Points(s) of Delivery  
-----

Pressure  
-----

Issued by: R. W. Best, President  
Issued on: August 31, 1992

Effective: September 1, 1992

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule FT)  
(Continued)

EXHIBIT C  
-----

Specification of Negotiated Rate and Term  
-----

Issued by: Frank J. Ferazzi, Vice President  
Issued on: August 30, 1996

Effective: October 1, 1996

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's ESS Rate Schedule)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by and between TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, hereinafter referred to as "Seller", first party, and \_\_\_\_\_, hereinafter referred to as "Buyer", second party.

W I T N E S S E T H

WHEREAS, Seller has made available to Buyer storage capacity from its Eminence Storage Field under Part 284 of the Commission's Regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage service under Seller's Rate Schedule ESS as set forth herein;

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I  
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule ESS, Seller agrees to inject into storage for Buyer's account, store and withdraw from storage, quantities of natural gas as follows:

To withdraw from storage up to a maximum quantity on any day of \_\_\_\_\_ dt, which quantity shall be Buyer's Storage Demand Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule ESS.

To inject into storage a maximum quantity on any day of \_\_\_\_\_ dt, which quantity shall be Buyer's Storage Injection Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule ESS.

To receive and store up to a total quantity at any one time of \_\_\_\_\_ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II  
POINT(S) OF RECEIPT AND DELIVERY

The Point of Receipt for injection of natural gas delivered to Seller by Buyer and the Point of Delivery for withdrawal of natural gas delivered by Seller to Buyer under this agreement shall be at the point of interconnection of Seller's pipeline facilities and its Eminence Storage Field located in Covington County, Mississippi. Such gas shall be delivered or received at the prevailing pressure in Seller's pipeline system not to exceed the maximum allowable operating pressure.

Issued by: Frank J. Ferazzi, Vice President  
Issued on: August 30, 1996

Effective: October 1, 1996

Filed to comply with order of the Federal Energy Regulatory Commission,  
Docket No. RM95-3-000, issued September 28, 1995, 72 FERC ¶ 26,300

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's ESS Rate Schedule)  
(Continued)

ARTICLE III  
TERM OF AGREEMENT

This agreement shall be effective \_\_\_\_\_ and shall remain in force and effect until \_\_\_\_\_, and year to year thereafter, subject to termination by either party upon six (6) months advance written notice to the other party.

ARTICLE IV  
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule ESS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

ARTICLE V  
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts between the parties hereto:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE CORPORATION  
(Seller)

By \_\_\_\_\_

\_\_\_\_\_  
(Buyer)

By \_\_\_\_\_

FORM OF SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule ESS)  
(Continued)

EXHIBIT A  
-----

Specification of Negotiated Rate and Term  
-----

Issued by: Frank J. Ferazzi, Vice President  
Issued on: August 30, 1996

Effective: October 1, 1996

Federal Tariff Provisions

Schedule 5  
Item 53.64(c) (1)

**TEXAS EASTERN  
TRANSMISSION, L. P.**

FERC GAS TARIFF

SEVENTH REVISED VOLUME NO. 1

(Supersedes Texas Eastern Transmission Corporation  
Sixth Revised Volume No. 1)

of

TEXAS EASTERN TRANSMISSION, LP

FILED WITH

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff  
Should Be Addressed To:

David A. McCallum, Director  
Rates and Tariffs  
Texas Eastern Transmission, LP

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

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

Telephone Number: (713) 627-5340

Facsimile Number: (713) 627-5947

TABLE OF CONTENTS	
<u>Seventh Revised Volume No. 1</u>	<u>Sheet No.</u>
Table of Contents	2
Preliminary Statement	10
Map	11
Currently Effective Rates	25
Open-access Transportation Rate Schedules	
Rate Schedule CDS	200
Rate Schedule FT-1	211
Rate Schedule SCT	223
Rate Schedule IT-1	271
Rate Schedule LLFT	281
Rate Schedule LLIT	287
Rate Schedule VKFT	291
Rate Schedule VKIT	295
Rate Schedule MLS-1	297A
Market Centers-Aggregation and Balancing Services	
Rate Schedule TABS-1	298
Rate Schedule TABS-2	336
Rate Schedule MBA	346
Rate Schedule PAL	350
Open-access Storage Rate Schedules	
Rate Schedule SS-1	376
Rate Schedule FSS-1	386
Rate Schedule ISS-1	396
Individual Certificated Transportation Rate Schedules	
Rate Schedule FTS	406
Rate Schedule FTS-2	411
Rate Schedule FTS-4	416
Rate Schedule FTS-5	421
Rate Schedule FTS-7	426
Rate Schedule FTS-8	436
Rate Schedule CTS	446
Individual Certificated Storage Rate Schedule	
Rate Schedule SS	456
General Terms and Conditions	500
Form of Service Agreements	800
Index of Firm Customers	1200

TABLE OF CONTENTS

<u>First Revised Volume No. 2</u>	<u>Sheet No.</u>
Index of Active Volume No. 2 Rate Schedules	1
Index of Terminated Volume No. 2 Rate Schedules	3
<u>Active Volume No. 2 Rate Schedules</u>	
Rate Schedule X-6, Exchange of Natural Gas with United Gas Pipe Line Company	20
Rate Schedule X-10, Exchange of Natural Gas with Arkansas Louisiana Gas Company	42
Rate Schedule X-12, Transfer to New York State Natural Gas Corporation of title to one-half the base storage gas under "Oakford Storage Contract"	56
Rate Schedule X-14, Exchange of Natural Gas with Transcontinental Gas Pipe Line Corporation	98
Rate Schedule X-28, Storage Agreement with Transcontinental Gas Pipe Line Corporation	104

TABLE OF CONTENTS (Continued)

<u>First Revised Volume No. 2</u>		<u>Sheet No.</u>
Rate Schedule X-48,	Exchange Agreement with Midwestern Gas Transmission Company	144
Rate Schedule X-52,	Exchange Agreement with Algonquin Gas Transmission Company	147
Rate Schedule X-55,	Exchange Agreement with East Tennessee Natural Gas Company	150
Rate Schedule X-57,	Exchange Agreement with United Gas Pipe Line Company	154
Rate Schedule X-61,	Transportation and Exchange Agreement with Mobil Oil Corporation	159

TABLE OF CONTENTS (Continued)

<u>First Revised Volume No. 2</u>		<u>Sheet No.</u>
Rate Schedule X-62,	Exchange Agreement with Columbia Gas Transmission Corporation	174
Rate Schedule X-75,	Transportation Agreement with United Gas Pipe Line Company	181
Rate Schedule X-97,	Transportation Agreement with Indiana Gas Company, Inc.	186
Rate Schedule X-116,	Transportation Agreement with Brooklyn Union Gas Company	193
Rate Schedule X-119,	Exchange Agreement with Sabine Production Company	200
Rate Schedule X-121,	Transportation Agreement with Columbia Gas Transmission Corporation	203

TABLE OF CONTENTS (Continued)

First Revised Volume No. 2

Sheet No.

Rate Schedule X-127,	Transportation Agreement with New Jersey Natural Gas Company	218
Rate Schedule X-128,	Exchange Agreement with Columbia Gas Transmission Corporation	236
Rate Schedule X-129,	Transportation Agreement with New Jersey Natural Gas Company	253
Rate Schedule X-130,	Transportation Agreement with The Brooklyn Union Gas Company	270
Rate Schedule X-135,	Transportation Agreement with CNG Transmission Corporation	287
Rate Schedule X-137,	Transportation Agreement with CNG Transmission Corporation	306

PRELIMINARY STATEMENT

This Federal Energy Regulatory Commission (FERC) Gas Tariff is filed by Texas Eastern Transmission, LP (Texas Eastern) in compliance with Part 154, Subchapter E, Chapter 1, Title 18, of the Code of Federal Regulations and in compliance with Order No. 636 of the FERC. This FERC Gas Tariff reflects the unbundling of services in compliance with Order No. 636 and sets forth the terms and conditions of the transportation and storage services rendered by Texas Eastern. Texas Eastern is a natural gas company engaged in the business of transporting and storing natural gas in interstate commerce under authorization granted by and subject to the jurisdiction of the FERC.

The facilities owned and operated by Texas Eastern consist of a pipeline system which extends (1) from the State of Texas through the States of Louisiana, Arkansas, Missouri, Illinois, Indiana, Ohio, West Virginia, Pennsylvania and New Jersey to the State of New York, (2) from the State of Mississippi through the States of Alabama, Tennessee, Kentucky and Ohio to the State of Pennsylvania; and which includes storage fields in Maryland and Pennsylvania.

The transportation and storage of natural gas is undertaken by Texas Eastern only under written contract acceptable to Texas Eastern after consideration of its commitments to others, delivery capacity and other factors deemed pertinent by Texas Eastern. If any such contract is to become operative only upon performance of certain precedent conditions, Texas Eastern reserves the right to require a separate written agreement specifying the conditions which must be satisfied before the contract for the transportation and/or storage of gas becomes operative.

Nothing in this tariff is intended to inhibit development of, or discriminate against the use of, imbalance management or title transfer tracking services provided by third parties or Texas Eastern's customers. Any party interested in providing imbalance management or title transfer tracking services must coordinate with Texas Eastern.

Issued by: D. A. McCallum, Director, Rates and Tariffs

Issued on: March 25, 2003

Effective on: April 1, 2003

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. RP00-468-004, et al., issued February 24, 2003, 02 FERC ¶ 61,198

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
 SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

CDS  
 RESERVATION  
 CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule CDS:

ACCESS AREA	CDS RESERVATION CHARGE*		CDS RESERVATION CHARGE ADJUSTMENT	
	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
STX-AAB	6.8050	0.0000	0.2237	0.0000
WLA-AAB	2.8260	0.0000	0.0929	0.0000
ELA-AAB	2.3750	0.0000	0.0781	0.0000
ETX-AAB	2.1890	0.0000	0.0720	0.0000
STX-STX	5.7330	0.0000	0.1885	0.0000
STX-WLA	5.8910	0.0000	0.1937	0.0000
STX-ELA	6.8080	0.0000	0.2238	0.0000
STX-ETX	6.8080	0.0000	0.2238	0.0000
WLA-WLA	2.0560	0.0000	0.0676	0.0000
WLA-ELA	2.8280	0.0000	0.0930	0.0000
WLA-ETX	2.8280	0.0000	0.0930	0.0000
ELA-ELA	2.3770	0.0000	0.0781	0.0000
ETX-ETX	2.1910	0.0000	0.0720	0.0000
ETX-ELA	2.3770	0.0000	0.0781	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	4.4610	0.0000	0.1467	0.0000
M1-M2	8.1860	0.0000	0.2691	0.0000
M1-M3	10.7270	0.0000	0.3527	0.0000
M2-M2	6.3780	0.0000	0.2097	0.0000
M2-M3	9.0570	0.0000	0.2976	0.0000
M3-M3	5.1950	0.0000	0.1708	0.0000

\* Reservation Charge reflects a storage surcharge of: 0.3200

		ALL ZONES \$/dth	
PRE-INJECTION CREDIT APPLICABLE TO CUSTOMERS' RESERVATION CHARGE PURSUANT TO SECTION 2.4 OF RATE SCHEDULE CDS.		0.0053	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.		MAXIMUM	MINIMUM
	HIGH LOAD FACTOR:	0.0000	0.0000
	LOW LOAD FACTOR:	0.0000	0.0000

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
 SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

CDS USAGE CHARGES	ZONE RATE \$/dth						
Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:							
	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 - MAXIMUM							
from STX	0.0129	0.0139	0.0197	0.0197	0.0373	0.0586	0.0738
from WLA		0.0092	0.0150	0.0150	0.0326	0.0539	0.0691
from ELA			0.0129	0.0129	0.0305	0.0518	0.0670
from ETX				0.0129	0.0305	0.0518	0.0670
from M1					0.0176	0.0389	0.0541
from M2						0.0287	0.0436
from M3							0.0219
USAGE-1 - MINIMUM							
from STX	0.0087	0.0097	0.0154	0.0154	0.0288	0.0501	0.0653
from WLA		0.0050	0.0107	0.0107	0.0241	0.0454	0.0606
from ELA			0.0086	0.0086	0.0220	0.0433	0.0585
from ETX				0.0086	0.0220	0.0433	0.0585
from M1					0.0134	0.0347	0.0499
from M2						0.0245	0.0394
from M3							0.0177
USAGE-1 - BACKHAUL MAXIMUM							
from STX	0.0088						
from WLA	0.0096	0.0059					
from ELA	0.0140	0.0103	0.0087				
from ETX	0.0140	0.0103	0.0087	0.0087			
from M1	0.0276	0.0239	0.0223	0.0223	0.0136		
from M2	0.0467	0.0430	0.0414	0.0414	0.0327	0.0234	
from M3	0.0599	0.0562	0.0546	0.0546	0.0459	0.0365	0.0173
USAGE-1 - BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0191	0.0154	0.0138	0.0138	0.0094		
from M2	0.0382	0.0345	0.0329	0.0329	0.0285	0.0192	
from M3	0.0514	0.0477	0.0461	0.0461	0.0417	0.0323	0.0131
USAGE-2	0.0130	0.0130	0.0130	0.0130	0.0306	0.0519	0.0671
USAGE-3	0.1167	0.1167	0.1167	0.1167	0.2736	0.4174	0.5161
						ALL ZONES \$/dth	
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.						0.0018	
GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.						MAXIMUM 0.0000	MINIMUM 0.0000

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 2B4, RATE  
 SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1  
 RESERVATION  
 CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule FT-1:

ACCESS AREA	FT-1 RESERVATION CHARGE*		FT-1 RESERVATION CHARGE ADJUSTMENT	
	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
STX-AAB	6.5820	0.0000	0.2164	0.0000
WLA-AAB	2.6030	0.0000	0.0856	0.0000
ELA-AAB	2.1520	0.0000	0.0708	0.0000
ETX-AAB	1.9660	0.0000	0.0646	0.0000
STX-STX	5.5100	0.0000	0.1812	0.0000
STX-WLA	5.6680	0.0000	0.1863	0.0000
STX-ELA	6.5850	0.0000	0.2165	0.0000
STX-ETX	6.5850	0.0000	0.2165	0.0000
WLA-WLA	1.8330	0.0000	0.0603	0.0000
WLA-ELA	2.6050	0.0000	0.0856	0.0000
WLA-ETX	2.6050	0.0000	0.0856	0.0000
ELA-ELA	2.1540	0.0000	0.0708	0.0000
ETX-ETX	1.9680	0.0000	0.0647	0.0000
ETX-ELA	2.1540	0.0000	0.0708	0.0000
<b>MARKET AREA</b>	<b>MAXIMUM</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>	<b>MINIMUM</b>
M1-M1	4.2380	0.0000	0.1393	0.0000
M1-M2	7.9630	0.0000	0.2618	0.0000
M1-M3	10.5040	0.0000	0.3453	0.0000
M2-M2	6.1550	0.0000	0.2024	0.0000
M2-M3	8.8340	0.0000	0.2904	0.0000
M3-M3	4.9720	0.0000	0.1635	0.0000

\* Reservation Charge reflects a storage surcharge of: 0.0970

GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	ALL ZONES	
	MAXIMUM	MINIMUM
HIGH LOAD FACTOR:	0.0000	0.0000
LOW LOAD FACTOR:	0.0000	0.0000



CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 2B4, RATE SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED, VOLUME NO. 1

		RATE \$/dth	
		Maximum	Minimum
LLFT	Pursuant to Sections 3.2 and 3.3 of Rate Schedule LLFT:		
	RESERVATION CHARGE	3.3400	0.0000
	RESERVATION CHARGE 1/	3.3400	0.0000
	USAGE-1 CHARGE	0.0023	0.0023
	USAGE-2 CHARGE	0.1121	
	USAGE-2 CHARGE 1/	0.1121	
	RESERVATION CHARGE ADJUSTMENT (RCA)	0.1098	0.0000
	RESERVATION CHARGE ADJUSTMENT (RCA) 1/	0.1098	0.0000
LLFT	Pursuant to Section 3.14 of the General Terms and Conditions:		
	VOLUMETRIC RESERVATION CHARGE 2/	0.1098	0.0000
	VOLUMETRIC RESERVATION CHARGE 1/ 2/	0.1098	0.0000
LLIT	Pursuant to Section 3.2 of Rate Schedule LLIT:		
	USAGE-1 CHARGE	0.1121	0.0023
	USAGE-2 CHARGE	0.1121	
	USAGE-1 CHARGE 1/	0.1121	0.0023
	USAGE-2 CHARGE 1/	0.1121	

1/ Pursuant to Section 26 of the General Terms and Conditions.

2/ Rates are exclusive of surcharges which can also be recovered.

		ALL ZONES \$/dth	
		MAXIMUM	MINIMUM
	ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	0.0018	
	GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.		
	HIGH LOAD FACTOR:	0.0000	0.0000
	LOW LOAD FACTOR:	0.0000	0.0000
	GRI COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	0.0000	0.0000

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE  
 SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

SS-1  
 CHARGES

Pursuant to Sections 3.2 and 3.4 of Rate Schedule SS-1:

	RATE \$/dth
MAXIMUM RESERVATION CHARGE*	5.4860
SPACE CHARGE	0.1293
INJECTION CHARGE	0.0354
WITHDRAWAL CHARGE	0.0571
EXCESS INJECTION CHARGE	0.1601
EXCESS WITHDRAWAL CHARGE	1.0112
RESERVATION CHARGE ADJUSTMENT	0.1804
TRANSMISSION COMPONENT OF RESERVATION CHARGE	4.5910
TRANSMISSION COMPONENT OF WITHDRAWAL CHARGE	0.0172
MINIMUM RESERVATION CHARGE	0.0000
SPACE CHARGE	0.0000
INJECTION CHARGE	0.0354
WITHDRAWAL CHARGE	0.0571
EXCESS INJECTION CHARGE	0.0354
EXCESS WITHDRAWAL CHARGE	0.0571
RESERVATION CHARGE ADJUSTMENT	0.0000

\* Reservation Charge reflects a storage surcharge of: 0.0970

	ALL ZONES \$/dth	
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.	0.0018	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.	HIGH LOAD FACTOR:	MAXIMUM MINIMUM
	LOW LOAD FACTOR:	0.0000 0.0000
		0.0000 0.0000

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO NGA SECTION 7(C) RATE  
 SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

		ZONE RATE \$/dth		
		M1	M2	M3
FTS	RESERVATION CHARGE			5.3500
	USAGE-2			0.1759
	RESERVATION CHARGE ADJUSTMENT			0.1759
FTS-2	Pursuant to Sections 3.2 and 3.5 of Rate Schedule FTS-2:			
	RESERVATION CHARGE			7.9590
	USAGE-2			0.2617
	RESERVATION CHARGE ADJUSTMENT			0.2617
FTS-4	RESERVATION CHARGE			7.7120
	USAGE-2			0.2535
	RESERVATION CHARGE ADJUSTMENT			0.2535
FTS-5	RESERVATION CHARGE			5.1790
	USAGE-2			0.1703
	RESERVATION CHARGE ADJUSTMENT			0.1703
FTS-7	RESERVATION CHARGE	6.5760	6.5760	6.5760
	USAGE-2	0.2162	0.2162	0.2162
	RESERVATION CHARGE ADJUSTMENT	0.2162	0.2162	0.2162
FTS-8	RESERVATION CHARGE	6.8640	6.8640	6.8640
	USAGE-2	0.2257	0.2257	0.2257
	RESERVATION CHARGE ADJUSTMENT	0.2257	0.2257	0.2257
CTS	RESERVATION CHARGE*			8.9210
	USAGE-1			0.0495
	USAGE-2			0.3428
	RESERVATION CHARGE ADJUSTMENT			0.2933

\* Reservation Charge reflects a storage surcharge of: 0.0970

		ALL ZONES \$/dth	
ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.		0.0018	
GRI DEMAND SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.4 OF THE GENERAL TERMS AND CONDITIONS.		MAXIMUM	MINIMUM
	HIGH LOAD FACTOR:	0.0000	0.0000
	LOW LOAD FACTOR:	0.0000	0.0000

CURRENTLY EFFECTIVE PERCENTAGES FOR APPLICABLE SHRINKAGE FOR ASA RATE SCHEDULES

Effective During the Winter Period: December 1 through March 31

FOR TRANSPORTATION SERVICE		STX (%)	WLA (%)	ELA (%)	ETX (%)	M1 (%)	M2 (%)	M3 (%)
	from STX	1.09	1.25	2.12	2.12	3.08	4.70	5.81
Base	from WLA	0.50	0.50	1.38	1.38	2.34	3.96	5.07
Applicable	from ELA	1.05	1.05	1.05	1.05	2.01	3.63	4.74
Shrinkage	from ETX	1.09	1.05	1.05	1.05	2.01	3.63	4.74
Percentage	from M1					0.96	2.58	3.69
	from M2						1.80	2.90
	from M3							1.28
	from STX	2.17	2.23	2.49	2.49	4.63	5.10	5.37
Applicable	from WLA	1.99	1.99	2.27	2.27	4.41	4.88	5.15
Shrinkage	from ELA	2.17	2.17	2.17	2.17	4.31	4.78	5.05
Adjustment	from ETX	2.17	2.17	2.17	2.17	4.31	4.78	5.05
Percentage	from M1					2.14	2.61	2.88
	from M2						2.39	2.69
	from M3							2.24
	from STX	3.26	3.48	4.61	4.61	7.71	9.80	11.18
Applicable	from WLA	2.49	2.49	3.65	3.65	6.75	8.84	10.22
Shrinkage	from ELA	3.22	3.22	3.22	3.22	6.32	8.41	9.79
Percentage	from ETX	3.26	3.22	3.22	3.22	6.32	8.41	9.79
	from M1					3.10	5.19	6.57
	from M2						4.19	5.59
	from M3							3.52

FOR STORAGE SERVICE	Base Applicable Shrinkage Percentage	Applicable Shrinkage Adjustment Percentage	Applicable Shrinkage Percentage
Monthly W/d (SS,SS-1,X-28)	2.86 %	1.19 %	4.05 %
Monthly W/d (FSS,ISS-1)	1.76 %	-1.00 %	0.76 %
Monthly Injections	1.76 %	-1.00 %	0.76 %
Monthly Inventory Level	0.08 %	0.00 %	0.08 %

CURRENTLY EFFECTIVE PERCENTAGES FOR APPLICABLE SHRINKAGE FOR ASA RATE SCHEDULES

Effective During the Spring, Summer and Fall Periods: April 1 through November 30

FOR TRANSPORTATION SERVICE		STX (%)	WLA (%)	ELA (%)	ETX (%)	M1 (%)	M2 (%)	M3 (%)
	from STX	0.93	1.04	1.64	1.64	2.49	3.59	4.34
Base	from WLA	0.53	0.53	1.13	1.13	1.98	3.08	3.83
Applicable	from ELA	0.91	0.91	0.91	0.91	1.76	2.86	3.61
Shrinkage	from ETX	0.93	0.91	0.91	0.91	1.76	2.86	3.61
Percentage	from M1					0.85	1.95	2.70
	from M2						1.42	2.17
	from M3							1.07
	from STX	1.90	1.94	2.12	2.13	3.99	4.33	4.53
Applicable	from WLA	1.78	1.78	1.96	1.96	3.83	4.17	4.37
Shrinkage	from ELA	1.89	1.89	1.89	1.89	3.76	4.10	4.30
Adjustment	from ETX	1.90	1.89	1.89	1.89	3.76	4.10	4.30
Percentage	from M1					1.87	2.21	2.41
	from M2						2.05	2.27
	from M3							1.94
	from STX	2.83	2.98	3.76	3.77	6.48	7.92	8.87
Applicable	from WLA	2.31	2.31	3.09	3.09	5.81	7.25	8.20
Shrinkage	from ELA	2.80	2.80	2.80	2.80	5.52	6.96	7.91
Percentage	from ETX	2.83	2.80	2.80	2.80	5.52	6.96	7.91
	from M1					2.72	4.16	5.11
	from M2						3.47	4.44
	from M3							3.01
FOR STORAGE SERVICE								
			Base Applicable Shrinkage Percentage		Applicable Shrinkage Adjustment Percentage		Applicable Shrinkage Percentage	
	Monthly W/d (SS,SS-1,X-2B)		2.70 %		0.91 %		3.61 %	
	Monthly W/d (FSS,ISS-1)		1.76 %		-1.00 %		0.76 %	
	Monthly Injections		1.76 %		-1.00 %		0.76 %	
	Monthly Inventory Level		0.08 %		0.00 %		0.08 %	

CURRENTLY EFFECTIVE PERCENTAGES FOR APPLICABLE SHRINKAGE FOR NON-ASA RATE SCHEDULES

\_\_\_\_\_ Effective year round - June 1 through May 31 \_\_\_\_\_

	Applicable Shrinkage Percentage	Applicable Shrinkage Percentage
Rate Schedule FTS	1.29 %	Rate Sch X-127
Rate Schedule FTS-2	0.00 %	Rate Sch X-129
Rate Schedule FTS-4	4.89 %	Rate Sch X-130
	1.00 %	Rate Sch X-135
	0.00 %	Rate Sch X-136
	0.00 %	Rate Sch X-137
Rate Schedule FTS-5	0.00 %	
Rate Schedule FTS-7	0.00 %	
	2.00 %	
Rate Schedule FTS-8	0.00 %	
	1.50 %	
Rate Schedule LLFT	0.43 %	
Rate Schedule LLIT	0.43 %	
Rate Schedule VKFT	0.00 %	
Rate Schedule VKIT	0.00 %	

FORM OF SERVICE AGREEMENTS  
INDEX OF SERVICE AGREEMENTS

Rate Schedule(s)	Sheet No.
CDS	801
FT-1	815
SCT	830
IT-1	857
LLFT	862
LLIT	872
VKFT	877
VKIT	886
MLS-1	890A
TABS-1	891
TABS-2	926
MBA	937
PAL	942
SS-1	946
FSS-1	959
ISS-1	971
FTS	981
FTS-2	991
FTS-4	1001
FTS-5	1011
FTS-7	1021
FTS-8	1031
CTS	1041
SS	1061
Other	
LINK® System	1071
Capacity Release Umbrella	1081

TEXAS EASTERN TRANSMISSION, LP  
Executable Contract Summary for Service Agreement under  
Form of Service Agreement in Seventh Revised Volume No. 1

DATE (1): \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_  
RATE SCHED: CDS \_\_\_\_\_  
MLL: \_\_\_\_\_

BEGIN DATE (4): \_\_\_\_\_

END DATE (5): \_\_\_\_\_  
And (5) \_\_\_\_\_ to (5) \_\_\_\_\_ thereafter

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (13)

SERVICE REQUESTER NAME (2): \_\_\_\_\_  
ADDRESS (7): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MDQ (3) \_\_\_\_\_ Effective From: \_\_\_\_\_ Effective To: \_\_\_\_\_

PARTIAL QUANTITY REDUCTION RIGHTS:

MDQ (3A): \_\_\_\_\_  
AS OF (3B): \_\_\_\_\_  
NOTICE PERIOD (3C): \_\_\_\_\_

PRIOR WRITTEN NOTICE (6): \_\_\_\_\_ UNIT: \_\_\_\_\_ DATE: \_\_\_\_\_ QTY: \_\_\_\_\_

SUPERSEDED CONTRACT (8): \_\_\_\_\_

TRANSPORTATION PATH (9): \_\_\_\_\_ DATE: \_\_\_\_\_ QTY: \_\_\_\_\_

SPECIFIC FIRM POINTS OF RECEIPT (10):

Location: \_\_\_\_\_ MDRO: \_\_\_\_\_ Effective From: \_\_\_\_\_ Effective To: \_\_\_\_\_

SPECIFIC FIRM POINTS OF DELIVERY (11):

Location: \_\_\_\_\_ MDDO: \_\_\_\_\_ Effective From: \_\_\_\_\_ Effective To: \_\_\_\_\_

ZONE BOUNDARY ENTRY/EXIT QUANTITIES (12):

This Service Agreement, executed, pursuant to Pipeline's effective tariff between Pipeline and Service Requester is heretofore made a part of and subject to the aforementioned Form of Service.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS

This Service Agreement, made and entered into this (1) \_\_\_\_\_ day of (1) \_\_\_\_\_, (1) \_\_\_\_\_, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and (2) \_\_\_\_\_ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

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, of Pipeline's Rate Schedule CDS, and of the General Terms and Conditions, transportation service hereunder will be firm. Subject to the terms, conditions and limitations hereof and of Sections 2.3 and 2.4 of Pipeline's Rate Schedule CDS, Pipeline shall deliver to those points on Pipeline's system as specified in Article IV herein 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 MDQ. Customer's MDQ is as follows:

Maximum Daily Quantity (MDQ) (3) \_\_\_\_\_ dth

provided, however, that Customer may elect to partially reduce Customer's MDQ on a non-geographic basis by (3A) \_\_\_\_\_ dth as of (3B) \_\_\_\_\_, or any subsequent anniversary date, upon providing (3C) \_\_\_\_\_ [Notice period to be not less than the notice period required to terminate the entire contract pursuant to Article II] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Service 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 FERC Gas Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

Subject to variances as may be permitted by Sections 2.4 of 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 as specified in Article IV herein or 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 this Service Agreement up to Customer's MDQ, plus Applicable Shrinkage as specified in the General Terms and Conditions.

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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

In addition to the MDQ and subject to the terms, conditions and limitations hereof, Rate Schedule CDS and the General Terms and Conditions, Pipeline shall deliver within the Access Area under this and all other service agreements under Rate Schedules CDS, FT-1, and/or SCT, quantities up to Customer's Operational Segment Capacity Entitlements, excluding those Operational Segment Capacity Entitlements scheduled to meet Customer's MDQ, for Customer's account, as requested on any day.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on (4) \_\_\_\_\_ and shall continue in force and effect until (5) \_\_\_\_\_ and (5) \_\_\_\_\_ to (5) \_\_\_\_\_ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon (6) \_\_\_\_\_ [same notice requirement as is stated in the executed sales service agreement from which this Service Agreement is initially converted pursuant to Docket No. RS92-11, but at least one (1) year for new long-term service agreements executed on and after June 1, 1999, 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 written notice to the other specifying a termination date of any (6) \_\_\_\_\_ occurring on or after the expiration of the primary term. 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.

{ IF THIS SERVICE AGREEMENT QUALIFIES AS A "ROFR AGREEMENT" AS DEFINED IN THE GENERAL  
{ TERMS AND CONDITIONS OF PIPELINE'S FERC GAS TARIFF, THE PROVISION OF A TERMINATION  
{ NOTICE BY EITHER CUSTOMER OR PIPELINE, PURSUANT TO ARTICLE II, A NOTICE OF PARTIAL  
{ REDUCTION IN MDQ PURSUANT TO ARTICLE I OR THE EXPIRATION OF THIS SERVICE 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 FERC GAS TARIFF.

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 CDS 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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

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 CDS as filed with the Federal Energy Regulatory Commission, and as same may hereafter be legally amended or superseded, unless the parties agree to a discounted or negotiated rate. In the event Pipeline and Customer agree to a discounted rate for a specified term of service hereunder, provisions governing such discounted rate and term shall be applicable, and shall be as specified in the Discount Confirmation to this Service Agreement. In the event Pipeline and Customer agree to a negotiated rate for a specified term of service hereunder, provisions governing such negotiated rate and term shall be applicable, and shall be as specified in the written negotiated rate agreement between Customer and Pipeline and reflected on an appropriate rate sheet filed as part of Pipeline's Tariff.

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 CDS, (b) Pipeline's Rate Schedule CDS pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule CDS. 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 Service Agreement and Pipeline shall not have the right during the effectiveness of this Service Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ specified in Article I, to change the term of the agreement as specified in Article II, to change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified in Exhibit(s) A and B of the executed service agreement. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's zones shall be specified in Exhibit C of the executed service agreement.

Exhibit(s) A, B and C are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

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

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

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.

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: (7)

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

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

Customer nor Pipeline shall be released from its obligations hereunder without the consent of the other. In addition, Customer may assign its rights to capacity pursuant to Section 3.14 of the General Terms and Conditions. To the extent Customer so desires, when it releases capacity pursuant to Section 3.14 of the General Terms and Conditions, Customer may require privity between Customer and the Replacement Customer, as further provided in the applicable Capacity Release Umbrella Agreement.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of (13) \_\_\_\_\_ 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:

(8)

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

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 and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION, LP

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

EXHIBIT A, TRANSPORTATION PATHS  
FOR BILLING PURPOSES, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE CDS  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND (2) \_\_\_\_\_ ("Customer"), DATED (1) \_\_\_\_\_:

(1) Customer's firm Point(s) of Receipt: (10)

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.

(9) <u>Transportation Path</u>	<u>Transportation Path Quantity</u>
--------------------------------	---

SIGNED FOR IDENTIFICATION

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT A DATED: \_\_\_\_\_



FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

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 (2) \_\_\_\_\_ ("Customer"), DATED (1) \_\_\_\_\_:

(12) ZONE BOUNDARY ENTRY QUANTITY  
Dth/D

TO

	STX	ETX	WLA	ELA	M1-24	M1-30	M1-TXG	M1-TGC	M2-24	M2-30	M2-TXG	M2-TGC	M2	M3
FROM														
STX														
ETX														
WLA														
ELA														
M1-24														
M1-30														
M1-TXG														
M1-TGC														
M2-24														
M2-30														
M2-TXG														
M2-TGC														
M2														
M3														

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

EXHIBIT C (Continued)

(12) ZONE BOUNDARY EXIT QUANTITY  
Dth/D

TO

FROM	STX	ETX	WLA	ELA	M1-24	M1-30	M1-TXG	M1-TGC	M2-24	M2-30	M2-TXG	M2-TGC	M2	M3
STX														
ETX														
WLA														
ELA														
M1-24														
M1-30														
M1-TXG														
M1-TGC														
M2-24														
M2-30														
M2-TXG														
M2-TGC														
M2														
M3														

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT C DATED \_\_\_\_\_

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE CDS  
(Continued)

EXHIBIT D, CRP<sup>®</sup> ELECTION FORM  
FOR CONTRACT NUMBER \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_ ("Customer") hereby elects the Customized Reservation Pattern<sup>™</sup> option in accordance with Section 3.7 of Pipeline's Rate Schedule CDS and hereby notifies Pipeline that it desires to be billed, and agrees to pay, the Reservation Charges elected from time to time on Pipeline's LINK<sup>®</sup> System for the period commencing November 1, \_\_\_\_ through October 31, \_\_\_\_.

Customer acknowledges that this election is alternative to the uniform monthly billing contemplated by the reservation charge rates for Rate Schedule CDS as set forth on Sheet Nos. 25 and 27, as revised from time to time, and that by so electing it waives the applicability of such uniform billing for the affected months as elected on the LINK<sup>®</sup> System. Customer hereby indemnifies and holds Pipeline harmless from any claims of Customer, any person claiming through Customer and any Replacement Customer as to the service rights governed by the Service Agreement in any way related to rights to billing different from those elected on the LINK<sup>®</sup> System.

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERCEDES EXHIBIT D DATED: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
Executable Contract Summary for Service Agreement under  
Form of Service Agreement in Seventh Revised Volume No. 1

DATE (1): \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_  
RATE SCHED: FT-1 \_\_\_\_\_  
MLL: \_\_\_\_\_

BEGIN DATE (4): \_\_\_\_\_

END DATE (5): \_\_\_\_\_  
And (5) \_\_\_\_\_ to (5) \_\_\_\_\_ thereafter

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (13)

SERVICE REQUESTER NAME (2): \_\_\_\_\_  
ADDRESS (7): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MDQ (3) \_\_\_\_\_ Effective From: \_\_\_\_\_ Effective To: \_\_\_\_\_

PARTIAL QUANTITY REDUCTION RIGHTS:

MDQ (3A): \_\_\_\_\_  
AS OF (3B): \_\_\_\_\_  
NOTICE PERIOD (3C): \_\_\_\_\_

PRIOR WRITTEN NOTICE (6): \_\_\_\_\_ UNIT: \_\_\_\_\_ DATE: \_\_\_\_\_ QTY: \_\_\_\_\_

SUPERSEDED CONTRACT (8): \_\_\_\_\_

TRANSPORTATION PATH (9): \_\_\_\_\_ DATE: \_\_\_\_\_ QTY: \_\_\_\_\_

SPECIFIC FIRM POINTS OF RECEIPT (10):

Location: MDRO: Effective From: Effective To:

SPECIFIC FIRM POINTS OF DELIVERY (11):

Location: MDDO: Effective From: Effective To:

ZONE BOUNDARY ENTRY/EXIT QUANTITIES (12):

This Service Agreement, executed, pursuant to Pipeline's effective tariff between Pipeline and Service Requester is heretofore made a part of and subject to the aforementioned Form of Service.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1

This Service Agreement, made and entered into this (1)\_\_\_\_ day of (1)\_\_\_\_, (1)\_\_\_\_, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and (2)\_\_\_\_ (herein called "Customer", whether one or more),

W I T N E S S E T H:

WHEREAS,

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, of Pipeline's Rate Schedule FT-1, and of the General Terms and Conditions, transportation service hereunder will be firm. Subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedule FT-1, Pipeline agrees to deliver for Customer's account quantities of natural gas up to the following quantity:

Maximum Daily Quantity (MDQ) (3) \_\_\_\_\_ dth

provided, however, that Customer may elect to partially reduce Customer's MDQ on a non-geographic basis by (3A) \_\_\_\_\_ dth as of (3B) \_\_\_\_\_, or any subsequent anniversary date, upon providing (3C) \_\_\_\_\_ [Notice period to be not less than the notice period required to terminate the entire contract pursuant to Article II] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Service 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 FERC Gas Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

Pipeline shall receive for Customer's account, at those points on Pipeline's system as specified in Article IV herein or 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 MDQ, plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at those points on Pipeline's system as specified in Article IV herein or 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.

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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

In addition to the MDQ and subject to the terms, conditions and limitations hereof, Rate Schedule FT-1 and the General Terms and Conditions, Pipeline shall deliver within the Access Area under this and all other service agreements under Rate Schedules CDS, FT-1, and/or SCT, quantities up to Customer's Operational Segment Capacity Entitlements, excluding those Operational Segment Capacity Entitlements scheduled to meet Customer's MDQ, for Customer's account, as requested on any day.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on (4) \_\_\_\_\_ and shall continue in force and effect until (5) \_\_\_\_\_ and (5) \_\_\_\_\_ to (5) \_\_\_\_\_ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon (6) \_\_\_\_\_ [same notice requirement as is stated in the executed sales service agreement from which this Service Agreement is initially converted pursuant to Docket No. RS92-11, but at least one (1) year for new long-term service agreements executed on and after June 1, 1999, 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 written notice to the other specifying a termination date of any (6) \_\_\_\_\_ occurring on or after the expiration of the primary term. 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.

{ IF THIS SERVICE AGREEMENT QUALIFIES AS A "ROFR AGREEMENT" AS DEFINED IN THE GENERAL  
{ TERMS AND CONDITIONS OF PIPELINE'S FERC GAS TARIFF, THE PROVISION OF A TERMINATION  
{ NOTICE BY EITHER CUSTOMER OR PIPELINE, PURSUANT TO ARTICLE II, A NOTICE OF PARTIAL  
{ REDUCTION IN MDQ PURSUANT TO ARTICLE I OR THE EXPIRATION OF THIS SERVICE 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 FERC GAS TARIFF.

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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule FT-1 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 FT-1 as filed with the Federal Energy Regulatory Commission, and as same may hereafter be legally amended or superseded, unless the parties agree to a discounted or negotiated rate. In the event Pipeline and Customer agree to a discounted rate for a specified term of service hereunder, provisions governing such discounted rate and term shall be applicable, and shall be as specified in the Discount Confirmation to this Service Agreement. In the event Pipeline and Customer agree to a negotiated rate for a specified term of service hereunder, provisions governing such negotiated rate and term shall be applicable, and shall be as specified in the written negotiated rate agreement between Customer and Pipeline and reflected on an appropriate rate sheet filed as part of Pipeline's Tariff.

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 FT-1, (b) Pipeline's Rate Schedule FT-1 pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FT-1. 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 Service Agreement and Pipeline shall not have the right during the effectiveness of this Service Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ specified in Article I, to change the term of the agreement as specified in Article II, to change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the aforementioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver gas, respectively, shall be specified in Exhibit(s) A and B of the executed service agreement. Customer's Zone Boundary Entry Quantity and Zone Boundary Exit Quantity for each of Pipeline's zones shall be specified in Exhibit C of the executed service agreement.

Exhibit(s) A, B and C are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

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. 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.

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: (7)

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,

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

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. In addition, Customer may assign its rights to capacity pursuant to Section 3.14 of the General Terms and Conditions. To the extent Customer so desires, when it releases capacity pursuant to Section 3.14 of the General Terms and Conditions, Customer may require privity between Customer and the Replacement Customer, as further provided in the applicable Capacity Release Umbrella Agreement.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of (13)\_\_\_\_\_ 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:

(8)

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

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 and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION, LP

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

EXHIBIT A, TRANSPORTATION PATHS  
FOR BILLING PURPOSES, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND (2) \_\_\_\_\_ ("Customer"), DATED (1) \_\_\_\_\_:

(1) Customer's firm Point(s) of Receipt: (10)

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.

(9) <u>Transportation Path</u>	<u>Transportation Path Quantity</u>
--------------------------------	---

SIGNED FOR IDENTIFICATION

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT \_ DATED: \_\_\_\_\_

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

EXHIBIT B, POINT(S) OF DELIVERY, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE FT-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND (2) \_\_\_\_\_ ("Customer"), DATED (1) \_\_\_\_\_:

(11)  
Point  
of  
Delivery Description Maximum Daily Delivery Pressure Measurement  
Obligation Responsibilities Owner Operator

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT B DATED \_\_\_\_\_

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

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 (2) \_\_\_\_\_ ("Customer"), DATED (1) \_\_\_\_\_:

(12) ZONE BOUNDARY ENTRY QUANTITY  
Dth/D

TO

FROM	STX	ETX	WLA	ELA	M1-24	M1-30	M1-TXG	M1-TGC	M2-24	M2-30	M2-TXG	M2-TGC	M2	M3
STX														
ETX														
WLA														
ELA														
M1-24														
M1-30														
M1-TXG														
M1-TGC														
M2-24														
M2-30														
M2-TXG														
M2-TGC														
M2														
M3														

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

EXHIBIT C (Continued)

(12) ZONE BOUNDARY EXIT QUANTITY  
Dth/D

TO

FROM	STX	ETX	WLA	ELA	M1-24	M1-30	M1-TXG	M1-TGC	M2-24	M2-30	M2-TXG	M2-TGC	M2	M3
STX														
ETX														
WLA														
ELA														
M1-24														
M1-30														
M1-TXG														
M1-TGC														
M2-24														
M2-30														
M2-TXG														
M2-TGC														
M2														
M3														

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT C DATED \_\_\_\_\_

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FT-1  
(Continued)

EXHIBIT D, CRP™ ELECTION FORM  
FOR CONTRACT NUMBER \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_ ("Customer") hereby elects the Customized Reservation Pattern option in accordance with Section 3.7 of Pipeline's Rate Schedule FT-1 and hereby notifies Pipeline that it desires to be billed, and agrees to pay, the Reservation Charges elected from time to time on Pipeline's LINK® System for the period commencing November 1, \_\_\_\_ through October 31, \_\_\_\_.

Customer acknowledges that this election is alternative to the uniform monthly billing contemplated by the reservation charge rates for Rate Schedule FT-1 as set forth on Sheet Nos. 30, 32, 34, 36 and 37 as revised from time to time, and that by so electing it waives the applicability of such uniform billing for the affected months as elected on the LINK® System. Customer hereby indemnifies and holds Pipeline harmless from any claims of Customer, any person claiming through Customer and any Replacement Customer as to the service rights governed by the Service Agreement in any way related to rights to billing different from those elected on the LINK® System.

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERCEDES EXHIBIT D DATED: \_\_\_\_\_

TEXAS EASTERN TRANSMISSION, LP  
Executable Contract Summary for Service Agreement under  
Form of Service Agreement in Seventh Revised Volume No. 1

DATE (1): \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_  
RATE SCHED: SS-1  
MLL: \_\_\_\_\_

BEGIN DATE (6): \_\_\_\_\_

END DATE (7): \_\_\_\_\_  
And (7) \_\_\_\_\_ to (7) \_\_\_\_\_ thereafter

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (10)

SERVICE REQUESTER NAME (2): \_\_\_\_\_  
ADDRESS (9): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MDIQ (3) \_\_\_\_\_ Effective From: \_\_\_\_\_ Effective To: \_\_\_\_\_

MSQ (4) \_\_\_\_\_ Effective From: \_\_\_\_\_ Effective To: \_\_\_\_\_

MDWQ (5) \_\_\_\_\_ Effective From: \_\_\_\_\_ Effective To: \_\_\_\_\_

PARTIAL QUANTITY REDUCTION RIGHTS:

MDIQ (5A): \_\_\_\_\_ MSQ (5B): \_\_\_\_\_ MDWQ (5C): \_\_\_\_\_  
AS OF (5D): \_\_\_\_\_  
NOTICE PERIOD (5E): \_\_\_\_\_

PRIOR WRITTEN NOTICE (8): \_\_\_\_\_ UNIT: \_\_\_\_\_ DATE: \_\_\_\_\_ QTY: \_\_\_\_\_

SUPERSEDED CONTRACT (11): \_\_\_\_\_

SPECIFIC FIRM POINTS OF DELIVERY (12):

Location: \_\_\_\_\_ MDDO: \_\_\_\_\_ Effective From: \_\_\_\_\_ Effective To: \_\_\_\_\_

ZONE BOUNDARY ENTRY/EXIT QUANTITIES (13):

This Service Agreement, executed, pursuant to Pipeline's effective tariff between Pipeline and Service Requester is heretofore made a part of and subject to the aforementioned Form of Service.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS-1

This Service Agreement, made and entered into this (1) \_\_\_ day of (1) \_\_\_\_\_, (1)\_\_\_\_, by and between TEXAS EASTERN TRANSMISSION, LP, a Delaware Limited Partnership (herein called "Pipeline") and (2) \_\_\_\_\_ (herein called "Customer," whether one or more),

W I T N E S S E T H:

WHEREAS,

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 SS-1, Pipeline agrees to provide firm service for Customer under Rate Schedule SS-1 and to receive and store for Customer's account quantities of natural gas up to the following quantity:

(3) Maximum Daily Injection Quantity (MDIQ) \_\_\_\_\_ dth  
(4) Maximum Storage Quantity (MSQ) \_\_\_\_\_ dth

Pipeline agrees to withdraw from storage for Customer, at Customer's request, quantities of gas up to Customer's Maximum Daily Withdrawal Quantity (MDWQ) of (5) \_\_\_\_\_ dekatherms, or such lesser quantity as determined pursuant to Rate Schedule SS-1, from Customer's Storage Inventory, plus Applicable Shrinkage, and to deliver for Customer's account such quantities. Pipeline's obligation to withdraw gas on any day is governed by the provisions of Rate Schedule SS-1, including but not limited to Section 6.

Customer may elect to partially reduce Customer's MDIQ by (5A) \_\_\_\_\_ dth, MSQ by (5B) \_\_\_\_\_ dth, and MDWQ by (5C) \_\_\_\_\_ dth, maintaining the existing MDIQ, MSQ, and MDWQ relationship, as of (5D) \_\_\_\_\_, or any subsequent anniversary date, upon providing (5E) \_\_\_\_\_ [Notice period to be not less than the notice period required to terminate the entire contract pursuant to Article II] year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Service 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 service 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 FERC Gas Tariff and Customer may retain the balance of the MDIQ, MSQ AND MDWQ without being subject to the ROFR procedures.

ARTICLE II

TERM OF AGREEMENT

The term of this Service Agreement shall commence on (6) \_\_\_\_\_ and shall continue in force and effect until (7) \_\_\_\_\_ and (7) \_\_\_\_\_ to (7) \_\_\_\_\_ thereafter unless this Service Agreement is terminated as hereinafter provided. This Service Agreement may be terminated by either Pipeline or Customer upon (8) \_\_\_\_\_ [at least one (1) year for new long-term service agreements executed on and after June 1, 1999, 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 written notice to the other specifying a termination date of any (8) \_\_\_\_\_ occurring on or after the expiration of the primary term. 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

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS-1  
(Continued)

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.

{ IF THIS SERVICE AGREEMENT QUALIFIES AS A "ROFR AGREEMENT" AS DEFINED IN THE GENERAL  
{ TERMS AND CONDITIONS OF PIPELINE'S FERC GAS TARIFF, THE PROVISION OF A TERMINATION  
{ NOTICE BY EITHER CUSTOMER OR PIPELINE, PURSUANT TO ARTICLE II, A NOTICE OF PARTIAL  
{ REDUCTION IN MDIQ, MSQ AND MDWQ PURSUANT TO ARTICLE I OR THE EXPIRATION OF THIS SERVICE  
{ 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 FERC GAS TARIFF.

In the event there is gas in storage for Customer's account on April 30 of the year of termination of this Service Agreement, this Service 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.

ARTICLE III

RATE SCHEDULE

This Service Agreement in all respects shall be and remain subject to the applicable provisions of Rate Schedule SS-1 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 SS-1 as filed with the Federal Energy Regulatory Commission and as the same may be hereafter revised or changed, unless the parties agree to a discounted or negotiated rate. In the event Pipeline and Customer agree to a discounted rate for a specified term of service hereunder, provisions governing such discounted rate and term shall be applicable, and shall be as specified in the Discount Confirmation to this Service Agreement. In the event Pipeline and Customer agree to a negotiated rate for a specified term of service hereunder, provisions governing such negotiated rate and term shall be applicable, and shall be as specified in the written negotiated rate agreement between Customer and Pipeline and reflected on an appropriate rate sheet filed as part of Pipeline's Tariff.

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 SS-1, (b) Pipeline's Rate Schedule SS-1, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule SS-1. 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 Service Agreement and Pipeline shall not have the right during the effectiveness of this Service Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDIQ, MSQ and MDWQ specified in Article I, to change the term of the service agreement as specified in Article II, to

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS-1  
(Continued)

change Point(s) of Receipt specified in Article IV, to change the Point(s) of Delivery specified in Article IV, or to change the firm character of the service hereunder. Pipeline agrees that Customer may protest or contest the afore-mentioned filings, and Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV

POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

The natural gas received by Pipeline for Customer's account for storage injection pursuant to this Service Agreement shall be those quantities scheduled for delivery pursuant to Service Agreements between Pipeline and Customer under Rate Schedules CDS, FT-1, SCT or IT-1 which specify as a Point of Delivery the "SS-1 Storage Point". For purposes of billing of Usage Charges under Rate Schedules CDS, FT-1, SCT or IT-1, deliveries under Rate Schedules CDS, FT-1, SCT or IT-1 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.

The Point(s) of Delivery at which Pipeline shall deliver gas shall be specified in Exhibit A of the executed service agreement.

Exhibit A and B are hereby incorporated as part of this Service Agreement for all intents and purposes as if fully copied and set forth herein at length.

ARTICLE V

QUALITY

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

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS-1  
(Continued)

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: (9)

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. In addition, Customer may assign its rights to capacity pursuant to Section 3.14 of the General Terms and Conditions. To the extent Customer so desires, when it releases capacity pursuant to Section 3.14 of the General Terms and Conditions, Customer may require privity between Customer and the Replacement Customer, as further provided in the applicable Capacity Release Umbrella Agreement.

ARTICLE VIII

INTERPRETATION

The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of (10) \_\_\_\_\_ without recourse to the law governing conflict of laws.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS-1  
(Continued)

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:

(11)

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 and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION, LP

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS-1  
(Continued)

EXHIBIT A, POINT(S) OF DELIVERY, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SS-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND (2) \_\_\_\_\_ ("Customer"), DATED (1) \_\_\_\_\_:

(12)  
Point  
of  
Delivery    Description    Maximum Daily Delivery    Delivery Pressure Obligation    Measurement Responsibilities    Owner Operator

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT A DATED \_\_\_\_\_

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS-1  
(Continued)

EXHIBIT B, ZONE BOUNDARY ENTRY QUANTITY  
AND ZONE BOUNDARY EXIT QUANTITY, DATED \_\_\_\_\_,  
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE SS-1  
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")  
AND (2) \_\_\_\_\_ ("Customer"), DATED (1) \_\_\_\_\_:

(13) ZONE BOUNDARY ENTRY QUANTITY  
Dth/D

TO

FROM	STX	ETX	WLA	ELA	M1-24	M1-30	M1-TXG	M1-TGC	M2-24	M2-30	M2-TXG	M2-TGC	M2	M3
STX														
ETX														
WLA														
ELA														
M1-24														
M1-30														
M1-TXG														
M1-TGC														
M2-24														
M2-30														
M2-TXG														
M2-TGC														
M2														
M3														

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE SS-1  
(Continued)

EXHIBIT B (Continued)

(13) ZONE BOUNDARY EXIT QUANTITY  
Dth/D

TO

FROM	STX	ETX	WLA	ELA	M1-24	M1-30	M1-TXG	M1-TGC	M2-24	M2-30	M2-TXG	M2-TGC	M2	M3
STX														
ETX														
WLA														
ELA														
M1-24														
M1-30														
M1-TXG														
M1-TGC														
M2-24														
M2-30														
M2-TXG														
M2-TGC														
M2														
M3														

SIGNED FOR IDENTIFICATION:

PIPELINE: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

SUPERSEDES EXHIBIT B DATED \_\_\_\_\_

Issued by: D. A. McCallum, Director, Rates and Tariffs

Issued on: April 12, 2001

Effective on: April 16, 2001

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),

W I T N E S S E T H:

WHEREAS,

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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-2  
(Continued)

ARTICLE II

TERM OF AGREEMENT

This Service Agreement shall become effective on \_\_\_\_\_ and shall continue in force and effect until and including March 31, 2002 ("Primary Term") and shall continue thereafter unless terminated by either party at the end of the Primary Term or the end of any subsequent month by twelve (12) months prior written notice.

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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-2  
(Continued)

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>

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-2  
(Continued)

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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-2  
(Continued)

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 and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION, LP

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

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),

W I T N E S S E T H:

WHEREAS,

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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-7  
(Continued)

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 twenty-four months' 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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-7  
(Continued)

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>
<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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-7  
(Continued)

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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-7  
(Continued)

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 and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION, LP

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

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),

W I T N E S S E T H:

WHEREAS,

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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-8  
(Continued)

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 twenty-four months' 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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-8  
(Continued)

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>
<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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-8  
(Continued)

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.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE FTS-8  
(Continued)

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 and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

TEXAS EASTERN TRANSMISSION, LP

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EQUITRANS, L. P.**

STORAGE SERVICE RATES (Rates per Dth)

	Base Tariff Rates	ACA Adj	Total Rates
RATE SCHEDULE SS-3:			
Demand Charge	\$1.8289	-	\$1.8289
Storage Space Charge	\$0.0353	-	\$0.0353
Injection Charge	\$0.0155	-	\$0.0155
Withdrawal Charge	\$0.0155	-	\$0.0155
Storage Overrun Charge			
Maximum	\$0.3660	-	\$0.3660
Minimum	\$0.0155	-	\$0.0155
RATE SCHEDULE STS-1:			
Winter			
Reservation Charge	\$6.2535	-	\$6.2535
Base			
Reservation Charge	\$5.5105	-	\$5.5105
Authorized Overrun	\$0.1846	-	\$0.1846
Usage	\$0.0043	\$0.0018	\$0.0061

Issued by: David K. Dewey, General Counsel

Issued on: 8/31/2005

Effective: 10/1/2005

RETAINAGE FACTORS

	Retainage Factors
Transportation Retainage Factor 1/	3.77%
Gathering Retainage Factor 2/ Crooked Creek System	1.68%
Equitrans Gathering System	11.85%
Storage Loss Retainage Factor 3/	2.30%
CIPCO District Retainage Transportation Retainage Factor 4/	1.22%

- 1/ Percentage is applied to receipt quantities on Rate Schedules NOFT, FTS, STS-1 and ITS (other than CIPCO District).
- 2/ Percentage is applied to receipt quantities under Rate Schedule AGS.
- 3/ Percentage is applied to storage injections on Rate Schedules SS-3, 10SS, 30SS, 60SS, 115SS, INSS and LPS.
- 4/ Percentage is applied to CIPCO District receipt quantities under Rate Schedules FTS and ITS.

Issued by: David K. Dewey, General Counsel

Issued on: 1/28/2005

Effective: 8/1/2005

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 Customer's 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 Sheet No. 10 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.

**RATE SCHEDULE SS-3**  
**WINTER STORAGE SERVICE (Continued)**

- |                        |   |
|------------------------|---|
| (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 retention factor set forth on Sheet No. 11 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

RATE SCHEDULE SS-3  
WINTER STORAGE SERVICE (Continued)

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 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 Customer's 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

RATE SCHEDULE SS-3  
WINTER STORAGE SERVICE (Continued)

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 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.

RATE SCHEDULE SS-3  
WINTER STORAGE SERVICE (Continued)

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 Sheet No. 10 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.

Issued by: Frank Markle, Vice President, General Counsel

Issued on: 2/17/1999

Effective: 1/19/1998

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 Sheet No. 11 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 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.

RATE SCHEDULE STS-1  
Transportation Service (Continued)

3. RATE

Unless otherwise mutually agreed to in accordance with Section 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 Sheet No. 10 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 Sheet No. 10 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

Issued by: Steven M. Masley, V.P. Gas Management

Issued on: 3/28/2000

Effective: 5/1/2000

RATE SCHEDULE STS-1  
Transportation Service (Continued)

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 Sheet No. 10 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

Issued by: Frank Markle, Vice President, General Counsel

Issued on: 2/17/1999

Effective: 11/19/1998

Federal Tariff Provisions

Schedule 5  
Item 53.64(c) (1)

**DOMINION TRANSMISSION, INC.**

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 SHEET 35A)

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

Rate Schedule	Rate Component	Base Tariff Rate [1]	Current Acct 856 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	\$0.0710	\$0.0185	(\$0.0059)	\$0.0005	-	\$1.8825
	Storage Capacity	\$0.0145	-	-	-	-	-	\$0.0145
	Injection Charge	\$0.0154	-	\$0.0051	\$0.0001	(\$0.0004)	-	\$0.0202
	Withdrawal Charge	\$0.0154	-	-	\$0.0001	(\$0.0004)	\$0.0018	\$0.0169
	GSS-TE Surcharge [3]	-	\$0.0046	-	(\$0.0035)	-	-	\$0.0011
	Demand Charge Adjustment	\$21.5808	\$0.8520	\$0.2220	(\$0.0708)	\$0.0060	-	\$22.5900
	From Customers Balance	\$0.6163	\$0.0156	\$0.0041	(\$0.0012)	(\$0.0003)	\$0.0018	\$0.6363
ISS [2]								
=====	ISS Capacity	\$0.0736	\$0.0023	\$0.0006	(\$0.0002)	\$0.0000	-	\$0.0763
	Injection Charge	\$0.0154	-	\$0.0051	\$0.0001	(\$0.0004)	-	\$0.0202
	Withdrawal Charge	\$0.0154	-	-	\$0.0001	(\$0.0004)	\$0.0018	\$0.0169
	Authorized Overrun/from Cust. Bal	\$0.6163	\$0.0156	\$0.0041	(\$0.0012)	(\$0.0003)	\$0.0018	\$0.6363
	Excess Injection Charge	\$0.2245	-	\$0.0051	\$0.0001	(\$0.0004)	-	\$0.2293

- [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 \$0.6194.
- [5] 858 over/under from previous TCRA period
- [6] Electric over/under from previous EPCA period

---

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 requested service pursuant to Section 11A of the General Terms and Conditions of this Tariff, or has submitted a valid "better offer" for service in accordance with Section 24.2.C. 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 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.

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.

---

Issued by: Marc A. Halbritter, Vice President  
Issued on: September 22, 2000

Effective on: September 23, 2000

---

GSS RATE SCHEDULE  
General Storage Service

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 at the currently effective Sheet Nos. 32-99 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:

- 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.

---

Issued by: Marc A. Halbritter, Vice President  
Issued on: September 22, 2000

Effective on: September 23, 2000

GSS RATE SCHEDULE

General Storage Service

- 5.2 Fuel Retention. Pipeline will retain the percentage of gas received for injection as set forth on Sheet No. 35 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 Sheet No. 35 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 .
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

---

Issued by: Marc A. Halbritter, Vice President  
Issued on: September 22, 2000

Effective on: September 23, 2000

---

GSS RATE SCHEDULE  
General Storage Service

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 Sheet No. 37 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

---

Issued by: Marc A. Halbritter, Vice President  
Issued on: September 22, 2000

Effective on: September 23, 2000

---

GSS RATE SCHEDULE  
General Storage Service

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 Notice Required. Except as provided in Section 9 of Rate Schedule FTNN, the notice given by Customer to Pipeline for injections on any Day shall be at least eight hours. Pipeline may waive any part of the eight hours notice upon request if in Pipeline's judgment, operating conditions permit such waiver.

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.

---

Issued by: Marc A. Halbritter, Vice President

Issued on: September 22, 2000

Effective on: September 23, 2000

---

GSS RATE SCHEDULE  
General Storage Service

- 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.

---

Issued by: Marc A. Halbritter, Vice President  
Issued on: September 22, 2000

Effective on: September 23, 2000

---

GSS RATE SCHEDULE  
General Storage Service

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.

B. 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 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.

---

Issued by: Marc A. Halbritter, Vice President

Issued on: September 22, 2000

Effective on: September 23, 2000

---

GSS RATE SCHEDULE  
General Storage Service

- 8.3 Notice Required. Except as provided in Section 9 of Rate Schedule FTNN, the notice given by Customer to Pipeline for withdrawals on any Day shall be at least eight hours. Pipeline may waive any part of the eight hours' notice upon request if, in Pipeline's judgment, operating conditions permit such waiver.
- 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.

---

Issued by: Marc A. Halbritter, Vice President  
Issued on: September 22, 2000

Effective on: September 23, 2000

---

GSS RATE SCHEDULE  
General Storage Service

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 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.

---

Issued by: Anne E. Bomar, Managing Director - Rates & Regulation  
Issued on: August 29, 2003                      Effective on: October 18, 2003

[Previous](#)   [Next](#)   [Search](#)

GSS RATE SCHEDULE  
General Storage Service

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 Sheet No. 35 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.

---

Issued by: Marc A. Halbritter, Vice President  
Issued on: September 22, 2000

Effective on: September 23, 2000

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."

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 II) 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

Beginning as of \_\_\_\_\_ and thereafter for the remaining 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. For storage service rendered by Pipeline to Customer hereunder, 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.

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)

---

Issued by: Arthur R. Cipriani Jr., Vice President  
Issued on: September 19, 2002

Effective on: November 1, 2002

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

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

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

---

Issued by: Arthur R. Cipriani Jr., Vice President  
Issued on: September 19, 2002

Effective on: November 1, 2002



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

Pipeline:      Dominion Transmission , Inc.  
                 445 West Main Street  
                 Clarksburg, West Virginia 26301  
                 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 Agreement for storage service between Customer and Pipeline dated \_\_\_\_\_.]

---

Issued by: Arthur R. Cipriani Jr., Vice President

Issued on: September 19, 2002

Effective on: November 1, 2002

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

EXHIBIT A

To The Storage Service Agreement  
Dated \_\_\_\_\_

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, and the maximum quantities and character of service for each point, shall be:

2. The Point(s) of Delivery for withdrawals from storage, and the maximum quantities and character of service for each point, shall be:

---

Issued by: Arthur R. Cipriani Jr., Vice President  
Issued on: September 19, 2002                      Effective on: November 1, 2002

**Philadelphia Gas Works**

Pennsylvania Public Utility Commission  
52 Pa. Code §53.61, et seq.

**Item 53.64(c)** Thirty days prior to the filing of a tariff reflecting an increase or decrease in natural gas costs, each Section 1307(f) gas utility seeking recovery of purchased gas costs under that section shall provide notice to the public, under § 53.68 (relating to notice requirements), and shall file the following supporting information with the Commission, with a copy to the Consumer Advocate, Small Business Advocate and to intervenors upon request:

- (3) A complete listing of sources of gas supply transportation or storage and their costs, including shut-in and curtailed sources of supply, both inside and outside this Commonwealth considered by or offered to the utility but not chosen for use during the past 12 months, which 12-month period shall end 2 months prior to the date of the tariff filing, and the reasons why the gas supply, transportation or storage was not selected for use as a part of the utility's supply mix. A similar listing of gas sources, transportation or storage and associated projected costs offered or considered but not chosen to meet supply for the next 20 months, along with reasons for nonselection.

**Response:**

See the attached Schedule for a listing of PGW's current spot supply contracts that were chosen by the company. As reflected in the attached schedule, there were no sources of supply offered to the utility and not chosen for use during the past 12 months.

All historic sources of supply, transportation and storage volumes and costs are identified in Item 53.64(c)(1), Schedule 1.

All forecasted sources of supply, transportation and storage volumes and costs will be identified in 53.64(c)(1), Schedule 3.

SPOT - FIRM PURCHASES

January-05

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Teico-800232	STX-HESS	Accepted	STX	5,454	\$ 5,7050	PGW GATE	4,844	01/01/05	01/13/05
Firm-Swing	Teico-800232	WLA-HESS	Accepted	WLA	4,717	\$ 6,1250	PGW GATE	4,235	01/01/05	01/13/05
Firm-Swing	Teico-800232	ELA-HESS	Accepted	ELA	34,277	\$ 6,2000	PGW GATE	30,921	01/01/05	01/13/05
Firm	Teico-800232	M1 30" - CORAL	Accepted	M1 30"	11,504	\$ 7,0200	PGW GATE	10,748	01/01/05	01/13/05
Firm	Teico-800232	STX-SEMPRA	Accepted	STX	10,000	\$ 6,8400	PGW GATE	8,882	01/01/05	01/13/05
Firm	Teico-800232	ETX-ANADARKO	Accepted	ETX	9,422	\$ 6,5929	PGW GATE	8,500	01/01/05	01/13/05
Firm	Teico-800232	M1 24"-FRONTIERA	Accepted	M1 24"	295	\$ 7,0300	PGW GATE	278	01/01/05	01/13/05
Firm	Teico-800232	ELA-CORAL	Accepted	ELA	3,438	\$ 6,1700	PGW GATE	3,101	01/01/05	01/13/05
Firm	Teico-800232	ELA-ANADARKO	Accepted	ELA	3,872	\$ 6,7837	PGW GATE	3,493	01/01/05	01/13/05
Firm	Teico-800233	M1 24"-FRONTIERA	Accepted	M1 24"	7,705	\$ 7,0300	PGW GATE	7,199	01/01/05	01/13/05
Firm	Teico-800233	ELA-ANADARKO	Accepted	ELA	3,295	\$ 6,7836	PGW GATE	2,972	01/01/05	01/13/05
Firm	Teico-800233	STX-ANADARKO	Accepted	STX	12,201	\$ 6,5171	PGW GATE	10,837	01/01/05	01/13/05
Firm	Teico-800233	WLA-COKINOS	Accepted	WLA	3,134	\$ 6,8400	PGW GATE	2,814	01/01/05	01/13/05
Firm	Teico-800814	ELA-CORAL	Accepted	ELA	9,248	\$ 6,8275	PGW GATE	4,510	01/01/05	01/13/05
Firm	Teico-800814	M1 30" - CORAL	Accepted	M1 30"	9,248	\$ 7,0200	PGW GATE	8,640	01/01/05	01/13/05
Firm	Teico-800814	WLA-COKINOS	Accepted	WLA	3,433	\$ 6,8400	PGW GATE	3,082	01/01/05	01/13/05
Firm	Teico-800814	ELA-ANADARKO	Accepted	ELA	1,860	\$ 6,7836	PGW GATE	1,768	01/01/05	01/13/05
Firm	Teico-800815	ELA-CORAL	Accepted	ELA	5,001	\$ 6,9275	PGW GATE	4,511	01/01/05	01/13/05
Firm	Teico-800815	M1 30" - CORAL	Accepted	M1 30"	9,248	\$ 7,0200	PGW GATE	8,640	01/01/05	01/13/05
Firm	Teico-800815	WLA-COKINOS	Accepted	WLA	3,433	\$ 6,8400	PGW GATE	3,082	01/01/05	01/13/05
Firm	Teico-800815	ELA-ANADARKO	Accepted	ELA	1,959	\$ 6,7836	PGW GATE	1,767	01/01/05	01/13/05
Firm-Swing	TGPL-1003691	CITY GATE	Accepted	CITY GATE	55,212	\$ 6,5300	CITY GATE	55,212	01/01/05	01/13/05
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 6,9500	PGW GATE	9,574	01/01/05	01/13/05
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	15,000	\$ 6,9125	PGW GATE	14,295	01/01/05	01/13/05
Firm	TGPL-1003691	STA85-BP/AMOCO	Accepted	STA 85	10,000	\$ 7,5200	PGW GATE	9,614	01/01/05	01/13/05
Firm	TGPL-1003691	STA65-CORAL	Accepted	STA 65	20,000	\$ 6,9150	PGW GATE	19,208	01/01/05	01/13/05
Firm	TGPL-1003691	STA30-CORAL	Accepted	STA 30	10,000	\$ 6,7400	PGW GATE	9,500	01/01/05	01/13/05
Spot	Teico-800232	STA65-HESS	Accepted	M1 30"	20,000	\$ 7,5000	PGW GATE	19,148	01/01/05	01/13/05
Spot	Teico-800232	M1 30" - COOK INLET	Accepted	M1 30"	32,110	\$ 6,0500	PGW GATE	30,000	01/05/05	01/08/05
Spot	TGPL-1003691	STA65 - ANADARKO	Accepted	STA 65	7,000	\$ 5,8750	PGW GATE	6,702	01/05/05	01/05/05
Spot	TGPL-1003691	STA85 - ANADARKO	Accepted	STA 85	7,000	\$ 5,8250	PGW GATE	6,702	01/06/05	01/06/05
Spot	TGPL-1003691	STA65 - ANADARKO	Accepted	STA 65	10,000	\$ 5,8500	PGW GATE	9,574	01/07/05	01/07/05
Spot	TGPL-1003691	STA85 - ANADARKO	Accepted	STA 85	10,000	\$ 6,3350	PGW GATE	9,574	01/10/05	01/10/05
Spot	TGPL-1003691	STA65 - ANADARKO	Accepted	STA 65	10,000	\$ 6,5050	PGW GATE	9,574	01/20/05	01/20/05
Spot	TGPL-1003691	STA65 - COOK INLET	Accepted	STA 65	5,028	\$ 5,8800	PGW GATE	4,814	01/21/05	01/21/05
Spot	TGPL-1003691	STA85 - CORAL	Accepted	STA 85	10,445	\$ 6,3000	PGW GATE	10,000	01/20/05	01/20/05
Spot	TGPL-1003691	STA85-CORAL	Accepted	STA 85	22,841	\$ 5,8600	PGW GATE	21,959	01/05/05	01/05/05
Spot	TGPL-1003691	STA85-CORAL	Accepted	STA 85	22,841	\$ 5,9700	PGW GATE	21,959	01/08/05	01/08/05
Spot	TGPL-1003691	STA85-CORAL	Accepted	STA 85	22,841	\$ 5,9400	PGW GATE	21,959	01/07/05	01/07/05
Spot	TGPL-1003691	STA85-CORAL	Accepted	STA 85	29,812	\$ 6,1450	PGW GATE	28,681	01/14/05	01/14/05
Spot	TGPL-1003691	STA85-CORAL	Accepted	STA 85	10,401	\$ 6,4500	PGW GATE	10,000	01/20/05	01/20/05
Spot	TGPL-1003691	STA85-CORAL	Accepted	STA 85	5,000	\$ 6,4500	PGW GATE	4,807	01/21/05	01/21/05

SPOT - FIRM PURCHASES

February-05

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Telco-800232	STX-HESS	Accepted	STX	5,454	\$ 5,7000	PGW GATE	4,844	02/01/05	02/28/05
Firm-Swing	Telco-800232	WLA-HESS	Accepted	WLA	4,717	\$ 6,2350	PGW GATE	4,235	02/01/05	02/28/05
Firm-Swing	Telco-800232	ELA-HESS	Accepted	ELA	34,277	\$ 6,2550	PGW GATE	30,921	02/01/05	02/28/05
Firm	Telco-800232	M1 30"- CORAL	Accepted	M1 30"	11,504	\$ 6,4700	PGW GATE	10,748	02/01/05	02/28/05
Firm	Telco-800232	STX-SEMPRA	Accepted	STX	10,000	\$ 6,0400	PGW GATE	8,882	02/01/05	02/28/05
Firm	Telco-800232	ETX-ANADARKO	Accepted	ETX	9,422	\$ 6,1077	PGW GATE	8,500	02/01/05	02/28/05
Firm	Telco-800232	M1 24"-FRONTIERA	Accepted	M1 24"	295	\$ 6,5300	PGW GATE	278	02/01/05	02/28/05
Firm	Telco-800232	ELA-CORAL	Accepted	ELA	3,438	\$ 6,5000	PGW GATE	3,101	02/01/05	02/28/05
Firm	Telco-800232	ELA-ANADARKO	Accepted	ELA	3,872	\$ 6,3044	PGW GATE	3,483	02/01/05	02/28/05
Firm	Telco-800232	M1 24"-FRONTIERA	Accepted	M1 24"	7,705	\$ 6,5300	PGW GATE	7,199	02/01/05	02/28/05
Firm	Telco-800233	ELA-ANADARKO	Accepted	ELA	3,295	\$ 6,3044	PGW GATE	2,972	02/01/05	02/28/05
Firm	Telco-800233	STX-ANADARKO	Accepted	STX	12,201	\$ 6,0375	PGW GATE	10,837	02/01/05	02/28/05
Firm	Telco-800233	WLA-COKINOS	Accepted	WLA	3,134	\$ 6,3400	PGW GATE	2,814	02/01/05	02/28/05
Firm	Telco-800814	ELA-CORAL	Accepted	ELA	4,989	\$ 6,2775	PGW GATE	4,510	02/01/05	02/28/05
Firm	Telco-800814	M1 30"- CORAL	Accepted	M1 30"	9,248	\$ 6,4700	PGW GATE	8,640	02/01/05	02/28/05
Firm	Telco-800814	WLA-COKINOS	Accepted	WLA	3,433	\$ 6,3400	PGW GATE	3,082	02/01/05	02/28/05
Firm	Telco-800815	ELA-ANADARKO	Accepted	ELA	1,960	\$ 6,3044	PGW GATE	1,768	02/01/05	02/28/05
Firm	Telco-800815	ELA-CORAL	Accepted	ELA	5,001	\$ 6,2775	PGW GATE	4,511	02/01/05	02/28/05
Firm	Telco-800815	M1 30"- CORAL	Accepted	M1 30"	9,248	\$ 6,4700	PGW GATE	8,640	02/01/05	02/28/05
Firm	Telco-800815	WLA-COKINOS	Accepted	WLA	3,433	\$ 6,3400	PGW GATE	3,082	02/01/05	02/28/05
Firm	Telco-800815	ELA-ANADARKO	Accepted	ELA	1,959	\$ 6,3044	PGW GATE	1,767	02/01/05	02/28/05
Firm-Swing	TGPL-1003409	CITY GATE	Accepted	CITY GATE	55,212	\$ 6,5862	CITY GATE	55,212	02/01/05	02/28/05
Firm	TGPL-1003691	STA65- COKINOS	Accepted	STA 65	10,000	\$ 8,4500	PGW GATE	9,574	02/01/05	02/28/05
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	15,000	\$ 6,3725	PGW GATE	14,295	02/01/05	02/28/05
Firm	TGPL-1003691	STA85-BP/AMOCO	Accepted	STA 85	10,000	\$ 9,3580	PGW GATE	9,614	02/01/05	02/28/05
Firm	TGPL-1003691	STA65- CORAL	Accepted	STA 65	20,000	\$ 6,3650	PGW GATE	18,197	02/01/05	02/28/05
Firm	TGPL-1003691	STA30- CORAL	Accepted	STA 30	10,000	\$ 6,1900	PGW GATE	9,500	02/01/05	02/28/05
Firm	TGPL-1003691	STA85- HESS	Accepted	STA 65	20,000	\$ 6,3480	PGW GATE	19,148	02/01/05	02/28/05
Spot	Telco-800232	M1 30"- COOK INLET	Accepted	M1 30"	30,000	\$ 6,4200	PGW GATE	28,029	02/10/05	02/10/05
Spot	Telco-800232	M1 30"- COOK INLET	Accepted	M1 30"	30,000	\$ 6,3500	PGW GATE	28,029	02/17/05	02/17/05
Spot	Telco-800232	M1 30"- COOK INLET	Accepted	M1 30"	42,813	\$ 6,3000	PGW GATE	40,000	02/18/05	02/18/05
Spot	Telco-800232	M1 30"- COOK INLET	Accepted	M1 30"	42,813	\$ 6,2000	PGW GATE	40,000	02/22/05	02/22/05
Spot	Telco-800232	M1 30"- COOK INLET	Accepted	M1 30"	42,813	\$ 6,2800	PGW GATE	40,000	02/23/05	02/23/05
Spot	Telco-800232	M1 30"- COOK INLET	Accepted	M1 30"	42,813	\$ 6,2800	PGW GATE	40,000	02/24/05	02/24/05
Spot	TGPL-1003691	STA65- ANADARKO	Accepted	STA 65	3,800	\$ 6,3100	PGW GATE	3,638	02/25/05	02/25/05
Spot	TGPL-1003691	STA65- COOK INLET	Accepted	STA 65	10,000	\$ 6,3050	PGW GATE	9,574	02/10/05	02/10/05
Spot	TGPL-1003691	STA65- COOK INLET	Accepted	STA 65	20,000	\$ 6,3400	PGW GATE	19,148	02/11/05	02/11/05
Spot	TGPL-1003691	STA65- COOK INLET	Accepted	STA 65	10,000	\$ 6,1000	PGW GATE	9,574	02/24/05	02/24/05
Spot	TGPL-1003691	STA65- COOK INLET	Accepted	STA 65	10,000	\$ 6,4000	PGW GATE	9,574	02/25/05	02/25/05
Spot	TGPL-1003691	STA65- CORAL	Accepted	STA 65	14,975	\$ 6,1300	PGW GATE	14,337	02/23/05	02/23/05
Spot	TGPL-1003691	STA85- CORAL	Accepted	STA 85	15,000	\$ 6,2700	PGW GATE	14,421	02/17/05	02/17/05
Spot	TGPL-1003691	STA85- CORAL	Accepted	STA 85	14,824	\$ 6,2350	PGW GATE	14,252	02/17/05	02/17/05
Spot	TGPL-1003691	STA85- CORAL	Accepted	STA 85	14,912	\$ 6,1800	PGW GATE	14,398	02/18/05	02/18/05
Spot	TGPL-1003691	STA85- CORAL	Accepted	STA 85	14,977	\$ 6,0200	PGW GATE	14,398	02/23/05	02/23/05
Spot	TGPL-1003691	STA85- CORAL	Accepted	STA 85	14,912	\$ 6,1300	PGW GATE	14,398	02/23/05	02/23/05
Spot	TGPL-1003691	STA85- CORAL	Accepted	STA 85	29,824	\$ 6,0700	PGW GATE	28,673	02/24/05	02/24/05
Spot	TGPL-1003691	STA85- CORAL	Accepted	STA 85	29,824	\$ 6,3500	PGW GATE	28,673	02/25/05	02/25/05
Spot	TGPL-1003691	STA85- CORAL	Accepted	STA 85	29,824	\$ 6,2800	PGW GATE	28,673	02/28/05	02/28/05

SPOT - FIRM PURCHASES

March-05

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Telco-800232	STX-HESS	Accepted	STX	5,454	\$ 5,903	PGW GATE	4,844	03/01/05	03/01/05
Firm-Swing	Telco-800232	WLA-HESS	Accepted	WLA	4,717	\$ 8,150	PGW GATE	4,235	03/01/05	03/01/05
Firm-Swing	Telco-800232	ELA-HESS	Accepted	ELA	34,277	\$ 8,250	PGW GATE	30,821	03/01/05	03/01/05
Firm	Telco-800232	M1 30*-CORAL	Accepted	M1 30*	5,440	\$ 8,454	PGW GATE	4,242	03/01/05	03/01/05
Firm	Telco-800232	STX-SEMPRA	Accepted	STX	10,000	\$ 6,067	PGW GATE	8,882	03/01/05	03/01/05
Firm	Telco-800232	ETX-ANADARKO	Accepted	ETX	9,422	\$ 6,107	PGW GATE	8,500	03/01/05	03/01/05
Firm	Telco-800232	M1 24*-FRONTIERA	Accepted	M1 24*	295	\$ 6,440	PGW GATE	278	03/01/05	03/01/05
Firm	Telco-800232	M1 24*-FRONTIERA	Accepted	M1 24*	7,705	\$ 6,440	PGW GATE	7,189	03/01/05	03/01/05
Firm	Telco-800232	M1 30*-CORAL	Accepted	M1 30*	3,181	\$ 8,454	PGW GATE	2,972	03/01/05	03/01/05
Firm	Telco-800232	WLA-COKINOS	Accepted	WLA	12,201	\$ 6,021	PGW GATE	10,837	03/01/05	03/01/05
Firm	Telco-800814	ELA-CORAL	Accepted	WLA	3,134	\$ 6,254	PGW GATE	2,814	03/01/05	03/01/05
Firm	Telco-800814	M1 30*-CORAL	Accepted	ELA	4,959	\$ 8,215	PGW GATE	4,510	03/01/05	03/01/05
Firm	Telco-800814	WLA-COKINOS	Accepted	M1 30*	11,140	\$ 6,454	PGW GATE	10,408	03/01/05	03/01/05
Firm	Telco-800815	ELA-CORAL	Accepted	WLA	3,433	\$ 6,254	PGW GATE	3,082	03/01/05	03/01/05
Firm	Telco-800815	M1 30*-CORAL	Accepted	ELA	5,001	\$ 6,215	PGW GATE	4,511	03/01/05	03/01/05
Firm	Telco-800815	WLA-COKINOS	Accepted	M1 30*	11,139	\$ 6,454	PGW GATE	10,407	03/01/05	03/01/05
Firm-Swing	TGPL-1003409	CITY GATE	Accepted	CITY GATE	55,212	\$ 6,587	CITY GATE	55,212	03/01/05	03/01/05
Firm	TGPL-1003691	STAB5-COKINOS	Accepted	STA 65	10,000	\$ 6,364	PGW GATE	9,574	03/01/05	03/01/05
Firm	TGPL-1003691	STAB5-ANADARKO	Accepted	STA 45	15,000	\$ 6,326	PGW GATE	14,295	03/01/05	03/01/05
Firm	TGPL-1003691	STAB5-BP/AMOCO	Accepted	STA 85	10,000	\$ 6,374	PGW GATE	9,614	03/01/05	03/01/05
Firm	TGPL-1003691	STAB5-CORAL	Accepted	STA 65	18,850	\$ 6,349	PGW GATE	18,047	03/01/05	03/01/05
Firm	TGPL-1003691	STAB5-CORAL	Accepted	STA 30	10,000	\$ 6,174	PGW GATE	9,500	03/01/05	03/01/05
Spot	Telco-800232	ELA-ANADARKO	Accepted	STA 65	1,150	\$ 6,349	ES-2	1,128	03/01/05	03/01/05
Spot	Telco-800232	ELA-ANADARKO	Accepted	ELA	10,000	\$ 6,950	PGW GATE	9,021	03/01/05	03/01/05
Spot	Telco-800232	ELA-ANADARKO	Accepted	ELA	10,000	\$ 6,640	PGW GATE	9,021	03/02/05	03/02/05
Spot	Telco-800232	ELA-ANADARKO	Accepted	ELA	10,000	\$ 6,150	PGW GATE	9,021	03/03/05	03/03/05
Spot	Telco-800232	ELA-ANADARKO	Accepted	ELA	10,000	\$ 6,750	PGW GATE	9,021	03/04/05	03/04/05
Spot	Telco-800232	ELA-ANADARKO	Accepted	ELA	10,000	\$ 6,450	PGW GATE	9,021	03/05/05	03/05/05
Spot	Telco-800232	ELA-ANADARKO	Accepted	ELA	10,000	\$ 6,650	PGW GATE	9,021	03/06/05	03/06/05
Spot	Telco-800232	ELA-ANADARKO	Accepted	ELA	10,000	\$ 6,850	PGW GATE	9,021	03/07/05	03/07/05
Spot	Telco-800232	ELA-ANADARKO	Accepted	ELA	14,523	\$ 6,850	PGW GATE	13,101	03/11/05	03/11/05
Spot	Telco-800232	ELA-ANADARKO	Accepted	ELA	14,523	\$ 6,850	PGW GATE	13,101	03/12/05	03/12/05
Spot	Telco-800232	WLA-ANADARKO	Accepted	WLA	2,500	\$ 6,750	PGW GATE	2,245	03/25/05	03/25/05
Spot	Telco-800232	M1 30*-COOK INLET	Accepted	M1 30*	4,367	\$ 6,900	PGW GATE	4,080	03/01/05	03/01/05
Spot	Telco-800232	M1 30*-COOK INLET	Accepted	M1 30*	4,367	\$ 6,800	PGW GATE	4,080	03/03/05	03/03/05
Spot	Telco-800232	M1 30*-COOK INLET	Accepted	M1 30*	4,367	\$ 7,000	PGW GATE	4,080	03/04/05	03/04/05
Spot	Telco-800232	M1 30*-COOK INLET	Accepted	M1 30*	4,367	\$ 6,900	PGW GATE	4,080	03/05/05	03/05/05
Spot	Telco-800232	M1 30*-COOK INLET	Accepted	M1 30*	4,367	\$ 6,850	PGW GATE	4,080	03/06/05	03/06/05
Spot	Telco-800232	M1 30*-COOK INLET	Accepted	M1 30*	4,367	\$ 7,300	PGW GATE	4,080	03/09/05	03/09/05
Spot	TGPL-1003691	STAB5-ANADARKO	Accepted	STA 65	10,000	\$ 6,950	PGW GATE	9,574	03/10/05	03/10/05
Spot	TGPL-1003691	STAB5-ANADARKO	Accepted	STA 85	10,000	\$ 6,725	PGW GATE	9,574	03/10/05	03/10/05
Spot	TGPL-1003691	STAB5-COOK INLET	Accepted	STA 65	10,000	\$ 6,800	PGW GATE	9,574	03/10/05	03/10/05
Spot	TGPL-1003691	STAB5-COOK INLET	Accepted	STA 85	10,000	\$ 6,700	PGW GATE	9,574	03/10/05	03/10/05
Spot	TGPL-1003691	STAB5-CORAL	Accepted	STA 85	9,957	\$ 6,800	PGW GATE	9,574	03/02/05	03/02/05
Spot	TGPL-1003691	STAB5-CORAL	Accepted	STA 85	9,874	\$ 6,700	PGW GATE	9,573	03/01/05	03/01/05
Spot	TGPL-1003691	STAB5-CORAL	Accepted	STA 85	29,791	\$ 6,700	PGW GATE	28,641	03/02/05	03/02/05
Spot	TGPL-1003691	STAB5-CORAL	Accepted	STA 85	28,791	\$ 6,900	PGW GATE	28,641	03/03/05	03/03/05
Spot	TGPL-1003691	STAB5-CORAL	Accepted	STA 85	3,105	\$ 6,700	PGW GATE	2,985	03/06/05	03/06/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 6,800	PGW GATE	19,228	03/09/05	03/09/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 6,700	PGW GATE	19,228	03/10/05	03/10/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 6,750	PGW GATE	19,228	03/02/05	03/02/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 6,750	PGW GATE	19,228	03/03/05	03/03/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 6,800	PGW GATE	19,228	03/04/05	03/04/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 6,950	PGW GATE	19,228	03/05/05	03/05/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 6,750	PGW GATE	19,228	03/06/05	03/06/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 7,150	PGW GATE	19,228	03/09/05	03/09/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 6,850	PGW GATE	19,228	03/10/05	03/10/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 6,950	PGW GATE	19,228	03/11/05	03/11/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 7,215	PGW GATE	19,228	03/12/05	03/12/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 7,100	PGW GATE	19,228	03/15/05	03/15/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 7,320	PGW GATE	19,228	03/17/05	03/17/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 7,150	PGW GATE	19,228	03/18/05	03/18/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	20,000	\$ 7,450	PGW GATE	19,228	03/19/05	03/19/05

SPOT - FIRM PURCHASES

April-05

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Teico-800232	STX-HESS	Accepted	STX	5,315	\$ 7,0300	PGW GATE	4,844	04/01/05	04/30/05
Firm-Swing	Teico-800232	WLA-HESS	Accepted	WLA	4,613	\$ 7,1850	PGW GATE	4,235	04/01/05	04/30/05
Firm-Swing	Teico-800232	ELA-HESS	Accepted	ELA	6,430	\$ 7,2700	PGW GATE	5,921	04/01/05	04/30/05
Firm	Teico-800232	WLA-COKINOS	Accepted	WLA	2,971	\$ 7,2980	EQ	2,756	04/01/05	04/30/05
Firm	Teico-800233	M1 24-FRONTIERA	Accepted	M1 24	8,000	\$ 7,3580	PGW GATE	7,591	04/01/05	04/30/05
Firm-Swing	TGPL-1003691	STAF65-HESS	Accepted	STAF 65	7,029	\$ 7,2980	PGW GATE	6,453	04/01/05	04/30/05
Firm-Swing	TGPL-1003691	STAF65-ANADARKO	Accepted	STAF 65	15,000	\$ 7,3600	PGW GATE	14,361	04/01/05	04/30/05
Firm-Swing	TGPL-1003691	STAF65-CORAL	Accepted	STAF 65	20,000	\$ 7,3600	PGW GATE	19,148	04/01/05	04/30/05
Firm-Swing	TGPL-1003691	STAF65-COKINOS	Accepted	STAF 65	25,000	\$ 7,3600	PGW GATE	23,935	04/01/05	04/30/05
Firm	TGPL-1003691	STAF45-ANADARKO	Accepted	STAF 45	10,000	\$ 7,4030	PGW GATE	9,574	04/01/05	04/30/05
Firm	TGPL-1003691	STAF65-BPIAMOCO	Accepted	STAF 65	3,196	\$ 7,3505	PGW GATE	3,046	04/01/05	04/30/05
Firm	TGPL-1003691	STAF65-COOK INLET	Accepted	STAF 65	10,000	\$ 7,3930	PGW GATE	9,615	04/01/05	04/30/05
Firm	TGPL-1003691	STAF65-OXY	Accepted	STAF 65	10,000	\$ 7,3930	PGW GATE	9,574	04/01/05	04/30/05
Firm	TGPL-1003691	STAF45-ANADARKO	Accepted	STAF 45	20,000	\$ 7,8050	CNG	19,148	04/01/05	04/30/05
Firm	TGPL-1003691	STAF30-ANADARKO	Accepted	STAF 30	1,804	\$ 7,3505	WSS	1,789	04/01/05	04/30/05
Firm	TGPL-1003691	STAF30-OXY	Accepted	STAF 30	5,000	\$ 7,1180	WSS	4,843	04/01/05	04/30/05
Firm	TGPL-1003691	STAF45-OXY	Accepted	STAF 45	10,000	\$ 7,1180	WSS	9,886	04/01/05	04/30/05
Spot	Teico-800232	STX-COOK INLET	Accepted	STX	13,168	\$ 6,8800	PGW GATE	12,000	04/14/05	04/14/05
Spot	TGPL-1003691	STAF30-OXY	Accepted	STAF 30	5,000	\$ 6,9700	PGW GATE	4,751	04/21/05	04/30/05
Spot	TGPL-1003691	STAF65-ANADARKO	Accepted	STAF 65	10,445	\$ 6,9550	PGW GATE	10,000	04/19/05	04/19/05
Spot	TGPL-1003691	STAF65-ANADARKO	Accepted	STAF 65	10,445	\$ 7,0450	PGW GATE	10,000	04/20/05	04/20/05
Spot	TGPL-1003691	STAF65-ANADARKO	Accepted	STAF 65	10,445	\$ 7,1150	PGW GATE	10,000	04/21/05	04/21/05
Spot	TGPL-1003691	STAF65-ANADARKO	Accepted	STAF 65	10,445	\$ 6,9500	PGW GATE	10,000	04/22/05	04/22/05
Spot	TGPL-1003691	STAF65-ANADARKO	Accepted	STAF 65	10,445	\$ 7,1000	PGW GATE	10,000	04/23/05	04/23/05
Spot	TGPL-1003691	STAF65-ANADARKO	Accepted	STAF 65	10,445	\$ 7,3050	PGW GATE	10,000	04/26/05	04/26/05
Spot	TGPL-1003691	STAF65-ANADARKO	Accepted	STAF 65	10,445	\$ 7,1000	PGW GATE	10,000	04/27/05	04/27/05
Spot	TGPL-1003691	STAF65-ANADARKO	Accepted	STAF 65	10,445	\$ 7,1200	PGW GATE	10,000	04/27/05	04/27/05
Spot	TGPL-1003691	STAF65-ANADARKO	Accepted	STAF 65	10,445	\$ 6,7150	PGW GATE	10,000	04/28/05	04/28/05
Spot	TGPL-1003691	STAF65-COOK INLET	Accepted	STAF 65	10,000	\$ 7,3400	PGW GATE	10,000	04/29/05	04/29/05
Spot	TGPL-1003691	STAF65-COOK INLET	Accepted	STAF 65	10,000	\$ 7,3100	PGW GATE	9,574	04/09/05	04/11/05
Spot	TGPL-1003691	STAF65-COOK INLET	Accepted	STAF 65	20,000	\$ 7,2500	PGW GATE	19,148	04/12/05	04/12/05
Spot	TGPL-1003691	STAF65-COOK INLET	Accepted	STAF 65	20,000	\$ 7,1300	PGW GATE	19,148	04/12/05	04/12/05
Spot	TGPL-1003691	STAF65-COOK INLET	Accepted	STAF 65	15,000	\$ 7,0500	PGW GATE	14,361	04/19/05	04/19/05
Spot	TGPL-1003691	STAF65-COOK INLET	Accepted	STAF 65	10,445	\$ 7,1900	PGW GATE	10,000	04/21/05	04/21/05
Spot	TGPL-1003691	STAF65-COOK INLET	Accepted	STAF 65	10,445	\$ 7,1200	PGW GATE	10,000	04/22/05	04/22/05
Spot	TGPL-1003691	STAF65-COOK INLET	Accepted	STAF 65	10,445	\$ 7,1800	PGW GATE	10,000	04/22/05	04/22/05
Spot	TGPL-1003691	STAF65-COOK INLET	Accepted	STAF 65	10,445	\$ 7,2300	PGW GATE	10,000	04/26/05	04/26/05
Spot	TGPL-1003691	STAF65-COOK INLET	Accepted	STAF 65	10,445	\$ 7,1900	PGW GATE	10,000	04/27/05	04/27/05
Spot	TGPL-1003691	STAF65-COOK INLET	Accepted	STAF 65	10,445	\$ 6,8500	PGW GATE	10,000	04/28/05	04/28/05
Spot	TGPL-1003691	STAF65-COOK INLET	Accepted	STAF 65	15,000	\$ 7,1150	PGW GATE	14,423	04/29/05	04/29/05
Spot	TGPL-1003691	STAF65-CORAL	Accepted	STAF 65	15,000	\$ 6,7200	PGW GATE	14,423	04/29/05	04/29/05
Spot	TGPL-1003691	STAF65-CORAL	Accepted	STAF 65	20,000	\$ 7,0850	PGW GATE	19,230	04/15/05	04/15/05
Spot	TGPL-1003691	STAF85-WILLIAMS	Accepted	STAF 85	31,201	\$ 7,0000	PGW GATE	30,000	04/16/05	04/16/05
Spot	TGPL-1003691	STAF85-WILLIAMS	Accepted	STAF 85	31,201	\$ 7,0600	PGW GATE	30,000	04/19/05	04/19/05
Spot	TGPL-1003691	STAF85-WILLIAMS	Accepted	STAF 85	5,000	\$ 7,1400	PGW GATE	4,808	04/20/05	04/20/05
Spot	TGPL-1003691	STAF85-WILLIAMS	Accepted	STAF 85	10,400	\$ 6,9750	PGW GATE	10,000	04/21/05	04/21/05
Spot	TGPL-1003691	STAF85-WILLIAMS	Accepted	STAF 85	10,400	\$ 6,9750	PGW GATE	10,000	04/22/05	04/22/05
Spot	TGPL-1003691	STAF85-WILLIAMS	Accepted	STAF 85	10,400	\$ 7,1050	PGW GATE	10,000	04/23/05	04/23/05
Spot	TGPL-1003691	STAF85-WILLIAMS	Accepted	STAF 85	10,400	\$ 7,3300	PGW GATE	10,000	04/26/05	04/26/05
Spot	TGPL-1003691	STAF85-WILLIAMS	Accepted	STAF 85	10,400	\$ 7,1150	PGW GATE	10,000	04/27/05	04/27/05
Spot	TGPL-1003691	STAF85-WILLIAMS	Accepted	STAF 85	10,400	\$ 7,1400	PGW GATE	10,000	04/27/05	04/27/05
Spot	TGPL-1003691	STAF85-BP	Accepted	STAF 85	5,200	\$ 6,7200	PGW GATE	5,000	04/29/05	04/29/05
Spot	TGPL-1003691	STAF85-BP	Accepted	STAF 85	10,400	\$ 7,1400	PGW GATE	10,000	04/29/05	04/29/05
Spot	TGPL-1003691	STAF85-BP	Accepted	STAF 85	10,400	\$ 7,0500	PGW GATE	10,000	04/29/05	04/29/05
Spot	TGPL-1003691	STAF85-BP	Accepted	STAF 85	10,400	\$ 7,1050	PGW GATE	10,000	04/29/05	04/29/05
Spot	TGPL-1003691	STAF85-BP	Accepted	STAF 85	10,400	\$ 7,3300	PGW GATE	10,000	04/29/05	04/29/05
Spot	TGPL-1003691	STAF85-BP	Accepted	STAF 85	10,400	\$ 7,1150	PGW GATE	10,000	04/29/05	04/29/05
Spot	TGPL-1003691	STAF85-BP	Accepted	STAF 85	10,400	\$ 7,1400	PGW GATE	10,000	04/29/05	04/29/05
Spot	TGPL-1003691	STAF85-BP	Accepted	STAF 85	10,400	\$ 6,7200	PGW GATE	10,000	04/29/05	04/29/05

SPOT - FIRM PURCHASES

May-05

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Telco-800232	STX-HESS	Accepted	STX	5,315	\$ 7,2350	PGW GATE	4,844	05/01/05	05/31/05
Firm-Swing	Telco-800232	WLA-HESS	Accepted	WLA	4,813	\$ 6,5800	PGW GATE	4,235	05/01/05	05/31/05
Firm-Swing	Telco-800232	ELA-HESS	Accepted	ELA	6,430	\$ 6,7000	PGW GATE	5,921	05/01/05	05/31/05
Firm	Telco-800232	WLA-COKIHOS	Accepted	WLA	2,971	\$ 7,2350	EQ	2,758	05/01/05	05/31/05
Firm	Telco-800232	M1 24'-FRONTERA	Accepted	M1 24'	8,000	\$ 6,7830	PGW GATE	7,591	05/01/05	05/31/05
Firm	Telco-800232	WLA-COKIHOS	Accepted	WLA	7,028	\$ 7,2350	PGW GATE	6,453	05/01/05	05/31/05
Firm-Swing	TGPL-1003691	STA65-HESS	Accepted	STA 65	15,000	\$ 6,8300	PGW GATE	14,381	05/01/05	05/31/05
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 6,8300	PGW GATE	19,148	05/01/05	05/31/05
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 6,8300	PGW GATE	23,935	05/01/05	05/31/05
Firm	TGPL-1003691	STA65-COKIHOS	Accepted	STA 65	10,000	\$ 6,8280	PGW GATE	9,574	05/01/05	05/31/05
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	3,198	\$ 6,7755	PGW GATE	3,048	05/01/05	05/31/05
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	10,000	\$ 6,8200	PGW GATE	9,815	05/01/05	05/31/05
Firm	TGPL-1003691	STA85-BP/AMOCO	Accepted	STA 85	10,000	\$ 8,8080	PGW GATE	9,574	05/01/05	05/31/05
Firm	TGPL-1003691	STA65-COOK INLET	Accepted	STA 65	20,000	\$ 7,2750	CRG	19,148	05/01/05	05/31/05
Firm	TGPL-1003691	STA65-OXY	Accepted	STA 65	10,000	\$ 7,0500	WSS	9,868	05/01/05	05/31/05
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	10,000	\$ 6,7730	WSS	9,815	05/01/05	05/31/05
Firm	TGPL-1003691	STA30-ANADARKO	Accepted	STA 30	5,000	\$ 7,0550	WSS	4,843	05/01/05	05/31/05
Firm	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,000	\$ 7,0500	WSS	9,868	05/01/05	05/31/05
Spot	Telco-800232	STX-CINERGY	Accepted	STX	13,168	\$ 8,4800	PGW GATE	12,000	05/06/05	05/17/05
Spot	Telco-800232	STX-CINERGY	Accepted	STX	14,285	\$ 6,4200	PGW GATE	13,000	05/07/05	05/18/05
Spot	Telco-800232	STX-CINERGY	Accepted	STX	13,000	\$ 6,4350	PGW GATE	11,847	05/12/05	05/23/05
Spot	Telco-800232	STX-CINERGY	Accepted	STX	13,000	\$ 6,4600	PGW GATE	11,847	05/13/05	05/23/05
Spot	Telco-800232	STX-CINERGY	Accepted	STX	13,000	\$ 8,3000	PGW GATE	11,847	05/14/05	05/18/05
Spot	Telco-800232	STX-CINERGY	Accepted	STX	13,000	\$ 6,3100	PGW GATE	11,847	05/17/05	05/17/05
Spot	Telco-800232	STX-CINERGY	Accepted	STX	13,000	\$ 6,1900	PGW GATE	11,847	05/18/05	05/18/05
Spot	Telco-800232	STX-CINERGY	Accepted	STX	13,000	\$ 6,2800	PGW GATE	11,847	05/19/05	05/20/05
Spot	Telco-800232	STX-CINERGY	Accepted	STX	13,000	\$ 6,1800	PGW GATE	11,847	05/21/05	05/23/05
Spot	Telco-800232	STX-CINERGY	Accepted	STX	14,000	\$ 6,1400	PGW GATE	12,758	05/24/05	05/25/05
Spot	Telco-800232	STX-CINERGY	Accepted	STX	14,000	\$ 6,2700	PGW GATE	12,758	05/28/05	05/28/05
Spot	Telco-800232	STX-CINERGY	Accepted	STX	14,000	\$ 6,2100	PGW GATE	12,758	05/27/05	05/27/05
Spot	Telco-800232	STX-CINERGY	Accepted	STX	14,000	\$ 6,1700	PGW GATE	12,758	05/28/05	05/31/05
Spot	Telco-800232	ELA-FRONTERA	Accepted	ELA	8,000	\$ 6,4700	PGW GATE	7,591	05/03/05	05/03/05
Spot	Telco-800232	ELA-FRONTERA	Accepted	ELA	8,000	\$ 8,5850	PGW GATE	7,591	05/04/05	05/04/05
Spot	Telco-800232	ELA-FRONTERA	Accepted	ELA	8,000	\$ 6,4500	PGW GATE	7,591	05/05/05	05/05/05
Spot	Telco-800232	ELA-FRONTERA	Accepted	ELA	8,000	\$ 6,5550	PGW GATE	7,591	05/08/05	05/08/05
Spot	Telco-800232	ELA-FRONTERA	Accepted	ELA	8,000	\$ 6,5950	PGW GATE	7,591	05/07/05	05/09/05
Spot	Telco-800232	ELA-FRONTERA	Accepted	ELA	8,000	\$ 6,5100	PGW GATE	7,591	05/10/05	05/10/05
Spot	Telco-800232	ELA-FRONTERA	Accepted	ELA	8,000	\$ 6,8450	PGW GATE	7,591	05/11/05	05/11/05
Spot	Telco-800232	ELA-ANADARKO	Accepted	ELA	8,000	\$ 6,8000	PGW GATE	7,591	05/12/05	05/12/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	14,117	\$ 6,8450	PGW GATE	13,000	05/11/05	05/11/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	10,525	\$ 6,4200	PGW GATE	10,000	05/01/05	05/02/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	10,525	\$ 6,2800	PGW GATE	10,000	05/03/05	05/03/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	10,525	\$ 6,3800	PGW GATE	10,000	05/04/05	05/04/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	10,525	\$ 6,3250	PGW GATE	10,000	05/05/05	05/05/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	10,525	\$ 6,4300	PGW GATE	10,000	05/08/05	05/08/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	10,525	\$ 6,4850	PGW GATE	10,000	05/07/05	05/09/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	10,525	\$ 6,3450	PGW GATE	10,000	05/10/05	05/10/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	13,663	\$ 6,4550	PGW GATE	13,000	05/11/05	05/11/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	13,663	\$ 6,4800	PGW GATE	13,000	05/12/05	05/12/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	13,663	\$ 6,5100	PGW GATE	13,000	05/12/05	05/13/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	13,663	\$ 6,3050	PGW GATE	13,000	05/13/05	05/13/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	13,663	\$ 6,2850	PGW GATE	13,000	05/14/05	05/14/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	13,663	\$ 6,3500	PGW GATE	13,000	05/17/05	05/17/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	13,663	\$ 6,2100	PGW GATE	13,000	05/20/05	05/20/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	13,663	\$ 6,1500	PGW GATE	13,000	05/21/05	05/21/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	13,663	\$ 6,2200	PGW GATE	13,000	05/24/05	05/24/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	13,663	\$ 6,3800	PGW GATE	13,000	05/25/05	05/25/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	13,663	\$ 6,2850	PGW GATE	13,000	05/28/05	05/28/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	13,663	\$ 6,2700	PGW GATE	13,000	05/27/05	05/27/05
Spot	Telco-800232	STA30-OXY	Accepted	STA 30	13,663	\$ 6,1050	PGW GATE	13,000	05/28/05	05/31/05
Spot	Telco-800232	STA65-ANADARKO	Accepted	STA 65	10,000	\$ 6,5025	PGW GATE	9,574	05/03/05	05/03/05
Spot	Telco-800232	STA65-ANADARKO	Accepted	STA 65	10,000	\$ 6,6325	PGW GATE	9,574	05/04/05	05/04/05

SPOT - FIRM PURCHASES

May-05

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,000	\$ 6.5175	PGW GATE	9,574	05/05/05	05/05/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,000	\$ 6.7000	PGW GATE	9,574	05/06/05	05/06/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.8750	PGW GATE	10,000	05/07/05	05/08/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.5950	PGW GATE	10,000	05/10/05	05/10/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.7100	PGW GATE	10,000	05/11/05	05/11/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.6850	PGW GATE	10,000	05/12/05	05/12/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.6670	PGW GATE	10,000	05/13/05	05/13/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.5150	PGW GATE	10,000	05/14/05	05/14/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.4750	PGW GATE	10,000	05/17/05	05/17/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.4250	PGW GATE	10,000	05/18/05	05/18/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.5350	PGW GATE	10,000	05/19/05	05/19/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.3800	PGW GATE	10,000	05/20/05	05/20/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.3600	PGW GATE	10,000	05/21/05	05/21/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.5100	PGW GATE	10,000	05/24/05	05/24/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.4050	PGW GATE	10,000	05/25/05	05/25/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.4050	PGW GATE	10,000	05/26/05	05/26/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	10,445	\$ 6.3550	PGW GATE	10,000	05/27/05	05/27/05
Spot	TGPL-1003691	STAB5 - ANADARKO	Accepted	STA 85	7,311	\$ 6.4800	PGW GATE	7,000	05/28/05	05/28/05
Spot	TGPL-1003691	STAB5 - COOK INLET	Accepted	STA 85	7,311	\$ 6.3700	PGW GATE	7,000	05/29/05	05/29/05
Spot	TGPL-1003691	STAB5 - CORAL	Accepted	STA 85	2,080	\$ 6.4900	PGW GATE	2,000	05/27/05	05/27/05
Spot	TGPL-1003691	STAB5 - CORAL	Accepted	STA 85	5,200	\$ 6.4650	PGW GATE	5,000	05/18/05	05/18/05
Spot	TGPL-1003691	STAB5 - CORAL	Accepted	STA 85	5,200	\$ 6.5450	PGW GATE	5,000	05/19/05	05/19/05
Spot	TGPL-1003691	STAB5 - CORAL	Accepted	STA 85	5,200	\$ 6.4350	PGW GATE	5,000	05/20/05	05/20/05
Spot	TGPL-1003691	STAB5 - CORAL	Accepted	STA 85	5,200	\$ 6.3900	PGW GATE	5,000	05/21/05	05/21/05
Spot	TGPL-1003691	STAB5 - CORAL	Accepted	STA 85	7,280	\$ 6.3900	PGW GATE	7,000	05/24/05	05/24/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,000	\$ 6.5300	PGW GATE	9,815	05/03/05	05/03/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,000	\$ 6.8550	PGW GATE	9,815	05/04/05	05/04/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,000	\$ 6.5350	PGW GATE	9,815	05/05/05	05/05/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,000	\$ 6.6800	PGW GATE	9,815	05/06/05	05/06/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,000	\$ 6.8750	PGW GATE	10,000	05/07/05	05/09/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.6950	PGW GATE	10,000	05/10/05	05/10/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.7200	PGW GATE	10,000	05/11/05	05/11/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.8950	PGW GATE	10,000	05/12/05	05/12/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.7000	PGW GATE	10,000	05/13/05	05/13/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.5300	PGW GATE	10,000	05/14/05	05/14/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.4800	PGW GATE	10,000	05/17/05	05/17/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.4450	PGW GATE	10,000	05/18/05	05/18/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.5450	PGW GATE	10,000	05/19/05	05/19/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.4350	PGW GATE	10,000	05/20/05	05/20/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.3900	PGW GATE	10,000	05/21/05	05/21/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.3900	PGW GATE	10,000	05/24/05	05/24/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.3800	PGW GATE	10,000	05/25/05	05/25/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.4350	PGW GATE	10,000	05/26/05	05/26/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.3900	PGW GATE	10,000	05/27/05	05/27/05
Spot	TGPL-1003691	STAB5 - WILLIAMS	Accepted	STA 85	10,400	\$ 6.3900	PGW GATE	10,000	05/27/05	05/27/05
Spot	TGPL-1003691	STAB5 - BP	Accepted	STA 85	10,400	\$ 6.7000	PGW GATE	10,000	05/12/05	05/12/05
Spot	TGPL-1003691	STAB5 - BP	Accepted	STA 85	10,400	\$ 6.6850	PGW GATE	10,000	05/13/05	05/13/05
Spot	TGPL-1003691	STAB5 - BP	Accepted	STA 85	10,400	\$ 6.3900	PGW GATE	10,000	05/14/05	05/14/05
Spot	TGPL-1003691	STAB5 - BP	Accepted	STA 85	10,400	\$ 6.4900	PGW GATE	10,000	05/17/05	05/17/05
Spot	TGPL-1003691	STAB5 - BP	Accepted	STA 85	10,400	\$ 6.4450	PGW GATE	10,000	05/18/05	05/18/05
Spot	TGPL-1003691	STAB5 - BP	Accepted	STA 85	10,400	\$ 6.5450	PGW GATE	10,000	05/19/05	05/19/05
Spot	TGPL-1003691	STAB5 - BP	Accepted	STA 85	10,400	\$ 6.3900	PGW GATE	10,000	05/20/05	05/20/05
Spot	TGPL-1003691	STAB5 - BP	Accepted	STA 85	10,400	\$ 6.3900	PGW GATE	10,000	05/21/05	05/21/05
Spot	TGPL-1003691	STAB5 - BP	Accepted	STA 85	10,400	\$ 6.3900	PGW GATE	10,000	05/24/05	05/24/05
Spot	TGPL-1003691	STAB5 - BP	Accepted	STA 85	10,400	\$ 6.3900	PGW GATE	10,000	05/25/05	05/25/05
Spot	TGPL-1003691	STAB5 - BP	Accepted	STA 85	10,400	\$ 6.3900	PGW GATE	10,000	05/26/05	05/26/05
Spot	TGPL-1003691	STAB5 - BP	Accepted	STA 85	10,400	\$ 6.3900	PGW GATE	10,000	05/27/05	05/27/05
Spot	TGPL-1003691	STAB5 - BP	Accepted	STA 85	10,400	\$ 6.2800	PGW GATE	10,000	05/28/05	05/28/05

SPOT - FIRM PURCHASES

June-05

Contract Type	Transportation	Contract Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Telco-800232	STX-HESS	Accepted	STX	5,315	\$ 5,9490	PGW GATE	4,844	06/01/05	06/30/05
Firm-Swing	Telco-800232	WLA-HESS	Accepted	WLA	4,613	\$ 6,0490	PGW GATE	4,235	06/01/05	06/30/05
Firm-Swing	Telco-800232	ELA-HESS	Accepted	ELA	6,430	\$ 6,0840	PGW GATE	5,921	06/01/05	06/30/05
Firm	Telco-800232	WLA-COKINOS	Accepted	WLA	2,971	\$ 6,2850	EQ	2,756	06/01/05	06/30/05
Firm	Telco-800232	M1 24"-FRONTA	Accepted	M1 24"	8,000	\$ 6,3850	PGW GATE	7,591	06/01/05	06/30/05
Firm	Telco-800232	WLA-COKINOS	Accepted	WLA	7,029	\$ 6,2850	PGW GATE	6,453	06/01/05	06/30/05
Firm	Telco-800232	STX-COOK INLET	Accepted	STX	10,000	\$ 6,0800	SS1	9,170	06/01/05	06/30/05
Firm-Swing	TGPL-1003691	STA65-HESS	Accepted	STA 65	15,000	\$ 6,1400	PGW GATE	14,361	06/01/05	06/30/05
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 6,1400	PGW GATE	19,148	06/01/05	06/30/05
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 6,1400	PGW GATE	23,935	06/01/05	06/30/05
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 6,3900	PGW GATE	9,574	06/01/05	06/30/05
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	3,196	\$ 6,3375	PGW GATE	3,046	06/01/05	06/30/05
Firm	TGPL-1003691	STA85-BPIAMOCO	Accepted	STA 85	10,000	\$ 6,3000	PGW GATE	9,615	06/01/05	06/30/05
Firm	TGPL-1003691	STA65-COOK INLET	Accepted	STA 85	10,000	\$ 6,3600	PGW GATE	9,574	06/01/05	06/30/05
Firm	TGPL-1003691	STA65-OXY	Accepted	STA 65	20,000	\$ 6,5850	CNG	19,148	06/01/05	06/30/05
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	1,804	\$ 6,3375	WSS	1,789	06/01/05	06/30/05
Firm	TGPL-1003691	STA30-ANADARKO	Accepted	STA 30	5,000	\$ 6,1450	WSS	4,943	06/01/05	06/30/05
Firm	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,000	\$ 6,1500	WSS	9,886	06/01/05	06/30/05
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,000	\$ 6,3250	WSS	9,915	06/01/05	06/30/05
Spot	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	5,000	\$ 6,2850	PGW GATE	4,787	06/01/05	06/01/05

SPOT - FIRM PURCHASES

July-05

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Teico-800232	STX-HESS	Accepted	STX	5,315	\$ 6,7050	PGW GATE	4,844	07/01/05	07/31/05
Firm-Swing	Teico-800232	WLA-HESS	Accepted	WLA	4,613	\$ 6,8600	PGW GATE	4,235	07/01/05	07/31/05
Firm-Swing	Teico-800232	ELA-HESS	Accepted	ELA	6,430	\$ 6,9350	PGW GATE	5,921	07/01/05	07/31/05
Firm	Teico-800232	M1 24"-FRONTERA	Accepted	M1 24"	2,876	\$ 6,3650	EQ	2,756	07/01/05	07/31/05
Firm	Teico-800232	M1 24"-FRONTERA	Accepted	M1 24"	5,124	\$ 6,3650	PGW GATE	4,862	07/01/05	07/31/05
Firm	Teico-800232	WLA-COKINOS	Accepted	WLA	10,000	\$ 7,4450	PGW GATE	9,180	07/01/05	07/31/05
Firm-Swing	TGPL-1003691	STA65-HESS	Accepted	STA 65	15,000	\$ 7,0500	PGW GATE	14,361	07/01/05	07/31/05
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 7,0500	PGW GATE	19,148	07/01/05	07/31/05
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 7,0500	PGW GATE	23,935	07/01/05	07/31/05
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 7,5500	PGW GATE	9,574	07/01/05	07/31/05
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	3,196	\$ 6,4075	PGW GATE	3,046	07/01/05	07/31/05
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	10,000	\$ 7,5200	PGW GATE	9,615	07/01/05	07/31/05
Firm	TGPL-1003691	STA65-COOK INLET	Accepted	STA 65	10,000	\$ 7,5100	PGW GATE	9,574	07/01/05	07/31/05
Firm	TGPL-1003691	STA65-OXY	Accepted	STA 45	20,000	\$ 7,4950	CNG	19,148	07/01/05	07/31/05
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	1,804	\$ 6,4075	WSS	1,788	07/01/05	07/31/05
Firm	TGPL-1003691	STA30-ANADARKO	Accepted	STA 30	5,000	\$ 6,1750	WSS	4,943	07/01/05	07/31/05
Firm	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,000	\$ 6,9825	WSS	9,886	07/01/05	07/31/05
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	10,000	\$ 7,2075	WSS	9,915	07/01/05	07/31/05

SPOT - FIRM PURCHASES

August-05

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Tetco-800232	STX-HESS	Accepted	STX	5,315	\$ 7,3800	PGW GATE	4,844	08/01/05	08/31/05
Firm-Swing	Tetco-800232	WLA-HESS	Accepted	WLA	4,613	\$ 7,5350	PGW GATE	4,235	08/01/05	08/31/05
Firm-Swing	Tetco-800232	ELA-HESS	Accepted	ELA	6,430	\$ 7,6000	PGW GATE	5,921	08/01/05	08/31/05
Firm	Tetco-800232	ELA-FRONTIERA	Accepted	ELA	2,962	\$ 7,6820	EQ	2,756	08/01/05	08/31/05
Firm	Tetco-800232	ELA-FRONTIERA	Accepted	ELA	5,038	\$ 7,6820	PGW GATE	4,639	08/01/05	08/31/05
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	10,000	\$ 7,6220	PGW GATE	9,180	08/01/05	08/31/05
Firm-Swing	TGPL-1003691	STA65- HESS	Accepted	STA 65	15,000	\$ 7,7600	PGW GATE	14,361	08/01/05	08/31/05
Firm-Swing	TGPL-1003691	STA65- ANADARKO	Accepted	STA 65	20,000	\$ 7,7600	PGW GATE	19,148	08/01/05	08/31/05
Firm-Swing	TGPL-1003691	STA65- CORAL	Accepted	STA 65	25,000	\$ 7,7600	PGW GATE	23,935	08/01/05	08/31/05
Firm	TGPL-1003691	STA65- COKINOS	Accepted	STA 65	10,000	\$ 7,7270	PGW GATE	9,574	08/01/05	08/31/05
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	5,000	\$ 7,8745	PGW GATE	4,765	08/01/05	08/31/05
Firm	TGPL-1003691	STA85-BP/AMOCO	Accepted	STA 85	10,000	\$ 7,7170	PGW GATE	9,615	08/01/05	08/31/05
Firm	TGPL-1003691	STA65- COOK INLET	Accepted	STA 65	10,000	\$ 7,7070	PGW GATE	9,574	08/01/05	08/31/05
Firm	TGPL-1003691	STA65- OXY	Accepted	STA 65	20,000	\$ 8,2050	PGW GATE	19,148	08/01/05	08/31/05
Firm	TGPL-1003691	STA45- OXY	Accepted	STA 45	1,217	\$ 7,6720	PGW GATE	1,180	08/01/05	08/31/05
Firm	TGPL-1003691	STA30-ANADARKO	Accepted	STA 30	5,000	\$ 7,4420	WSS	4,943	08/01/05	08/31/05
Firm	TGPL-1003691	STA30- OXY	Accepted	STA 30	10,000	\$ 7,4470	WSS	9,886	08/01/05	08/31/05
Firm	TGPL-1003691	STA45- OXY	Accepted	STA 45	8,783	\$ 7,6720	WSS	8,708	08/01/05	08/31/05

SPOT - FIRM PURCHASES

September-05

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt P.T.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Tetco-800232	STX-HESS	Accepted	STX	5,315	\$ 10,2450	PGW GATE	4,844	09/01/05	09/30/05
Firm-Swing	Tetco-800232	WLA-HESS	Accepted	WLA	4,613	\$ 10,6450	PGW GATE	4,235	09/01/05	09/30/05
Firm-Swing	Tetco-800232	ELA-HESS	Accepted	ELA	6,430	\$ 10,7150	PGW GATE	5,921	09/01/05	09/30/05
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	2,971	\$ 10,8220	EQ	2,756	09/01/05	09/30/05
Firm	Tetco-800232	M1 24"-FRONTERRA	Accepted	M1 24"	8,000	\$ 10,8820	PGW GATE	7,591	09/01/05	09/30/05
Firm	Tetco-800232	WLA-COKINOS	Accepted	WLA	7,029	\$ 10,8220	PGW GATE	6,453	09/01/05	09/30/05
Firm-Swing	TGPL-1003691	STA65-HESS	Accepted	STA 65	15,000	\$ 10,8600	PGW GATE	14,361	09/01/05	09/30/05
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 10,8600	PGW GATE	19,148	09/01/05	09/30/05
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 10,8600	PGW GATE	23,935	09/01/05	09/30/05
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 10,9270	PGW GATE	9,574	09/01/05	09/30/05
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	5,000	\$ 9,5075	PGW GATE	4,765	09/01/05	09/30/05
Firm	TGPL-1003691	STA85-BP/AMOCO	Accepted	STA 85	10,000	\$ 10,9170	PGW GATE	9,615	09/01/05	09/30/05
Firm	TGPL-1003691	STA85-COOK INLET	Accepted	STA 65	10,000	\$ 10,9070	PGW GATE	9,574	09/01/05	09/30/05
Firm	TGPL-1003691	STA65-OXY	Accepted	STA 65	10,000	\$ 11,3050	PGW GATE	9,574	09/01/05	09/30/05
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	1,217	\$ 10,8720	PGW GATE	1,160	09/01/05	09/30/05
Firm	TGPL-1003691	STA65-OXY	Accepted	STA 65	10,000	\$ 11,3050	CNG	9,574	09/01/05	09/30/05
Firm	TGPL-1003691	STA30-ANADARKO	Accepted	STA 30	5,000	\$ 9,2750	WSS	4,943	09/01/05	09/30/05
Firm	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,000	\$ 10,6470	WSS	9,886	09/01/05	09/30/05
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	8,783	\$ 10,8720	WSS	8,708	09/01/05	09/30/05
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,525	\$ 9,9300	PGW GATE	10,000	09/15/05	09/15/05
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,525	\$ 10,2550	PGW GATE	10,000	09/16/05	09/16/05
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,525	\$ 10,2050	PGW GATE	10,000	09/17/05	09/19/05

SPOT - FIRM PURCHASES

October-05

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Telco-800232	STX-HESS	Accepted	STX	5,315	\$ 12,6200	PGW GATE	4,844	10/01/05	10/31/05
Firm-Swing	Telco-800232	WLA-HESS	Accepted	WLA	4,613	\$ 13,9450	PGW GATE	4,235	10/01/05	10/31/05
Firm-Swing	Telco-800232	ELA-HESS	Accepted	ELA	6,430	\$ 14,3150	PGW GATE	5,921	10/01/05	10/31/05
Firm	Telco-800232	M1 24*-FRONTIERA	Accepted	M1 24*	2,876	\$ 11,0350	EO	2,758	10/01/05	10/31/05
Firm	Telco-800232	M1 24*-FRONTIERA	Accepted	M1 24*	5,124	\$ 11,0350	PGW GATE	4,862	10/01/05	10/31/05
Firm	Telco-800232	WLA-COKINOS	Accepted	WLA	10,000	\$ 10,9750	PGW GATE	9,180	10/01/05	10/31/05
Firm	Telco-800232	ETX-ANADARKO	Accepted	ETX	5,429	\$ 12,5000	PGW GATE	5,000	10/01/05	10/31/05
Firm-Swing	TGPL-1003691	STA65-HESS	Accepted	STA 65	15,000	\$ 14,4100	PGW GATE	14,381	10/01/05	10/31/05
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 14,4100	PGW GATE	19,148	10/01/05	10/31/05
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 14,4100	PGW GATE	23,935	10/01/05	10/31/05
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 10,9300	PGW GATE	9,574	10/01/05	10/31/05
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	5,000	\$ 11,3275	PGW GATE	4,765	10/01/05	10/31/05
Firm	TGPL-1003691	STA85-BP/AMOCO	Accepted	STA 85	10,000	\$ 10,9200	PGW GATE	9,615	10/01/05	10/31/05
Firm	TGPL-1003691	STA65-COOK INLET	Accepted	STA 65	10,000	\$ 10,9100	PGW GATE	9,574	10/01/05	10/31/05
Firm	TGPL-1003691	STA65-OXY	Accepted	STA 65	20,000	\$ 14,8550	PGW GATE	9,574	10/01/05	10/31/05
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	1,217	\$ 14,4100	PGW GATE	1,160	10/01/05	10/31/05
Firm	TGPL-1003691	STA30-ANADARKO	Accepted	STA 30	5,000	\$ 11,0950	WSS	4,843	10/01/05	10/31/05
Firm	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,000	\$ 11,1000	WSS	9,866	10/01/05	10/31/05
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	8,783	\$ 11,3250	WSS	8,708	10/01/05	10/31/05
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,525	\$ 10,8400	PGW GATE	10,000	10/01/05	10/03/05
Spot	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	9,331	\$ 15,5350	PGW GATE	8,934	10/01/05	10/01/05
Spot	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	9,689	\$ 15,5350	PGW GATE	9,276	10/02/05	10/02/05
Spot	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	9,376	\$ 15,5350	PGW GATE	8,977	10/03/05	10/03/05
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,525	\$ 11,4350	PGW GATE	10,000	10/04/05	10/04/05
Spot	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	12,300	\$ 15,0700	PGW GATE	11,778	10/04/05	10/04/05
Spot	TGPL-1003691	STA65-LouisDreyfus	Accepted	STA 65	10,000	\$ 15,0600	PGW GATE	11,778	10/04/05	10/04/05
Spot	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	9,316	\$ 15,2650	PGW GATE	8,919	10/05/05	10/05/05
Spot	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 15,4650	PGW GATE	9,574	10/05/05	10/05/05
Spot	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	684	\$ 15,2650	PGW GATE	655	10/06/05	10/06/05
Spot	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 14,5950	PGW GATE	9,574	10/07/05	10/07/05
Spot	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 13,7150	PGW GATE	9,574	10/08/05	10/10/05
Spot	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 13,4950	PGW GATE	9,574	10/11/05	10/11/05
Spot	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 13,8400	PGW GATE	9,574	10/12/05	10/12/05
Spot	TGPL-1003691	STA65-LouisDreyfus	Accepted	STA 65	10,445	\$ 13,8400	PGW GATE	10,000	10/12/05	10/12/05
Spot	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 13,9900	PGW GATE	9,574	10/13/05	10/13/05
Spot	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,445	\$ 13,9950	PGW GATE	10,000	10/13/05	10/13/05
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	1,440	\$ 13,8400	PGW GATE	1,378	10/17/05	10/17/05
Spot	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 12,1900	PGW GATE	9,501	10/18/05	10/18/05
Spot	TGPL-1003691	STA65-LouisDreyfus	Accepted	STA 65	7,650	\$ 13,8400	PGW GATE	7,324	10/18/05	10/18/05
Spot	TGPL-1003691	STA65-LouisDreyfus	Accepted	STA 65	5,000	\$ 13,8850	PGW GATE	4,787	10/18/05	10/18/05
Spot	TGPL-1003691	STA85-VirginiaPower	Accepted	STA 85	5,000	\$ 13,4900	PGW GATE	4,767	10/19/05	10/19/05
Spot	TGPL-1003691	STA30-UBS	Accepted	STA 30	5,000	\$ 13,8000	PGW GATE	4,808	10/19/05	10/19/05
Spot	TGPL-1003691	STA65-LouisDreyfus	Accepted	STA 65	5,227	\$ 13,5500	PGW GATE	4,751	10/20/05	10/20/05
Spot	TGPL-1003691	STA65-LouisDreyfus	Accepted	STA 65	15,000	\$ 13,8000	PGW GATE	5,004	10/20/05	10/20/05
Spot	TGPL-1003691	STA85-VirginiaPower	Accepted	STA 85	5,000	\$ 11,5600	PGW GATE	4,751	10/21/05	10/21/05
Spot	TGPL-1003691	STA65-LouisDreyfus	Accepted	STA 65	15,000	\$ 13,4450	PGW GATE	14,423	10/21/05	10/21/05
Spot	TGPL-1003691	STA85-VirginiaPower	Accepted	STA 85	5,000	\$ 13,4450	PGW GATE	4,767	10/21/05	10/21/05
Spot	TGPL-1003691	STA30-UBS	Accepted	STA 30	5,000	\$ 11,2700	PGW GATE	4,751	10/22/05	10/22/05
Spot	TGPL-1003691	STA65-LouisDreyfus	Accepted	STA 65	5,900	\$ 12,8250	PGW GATE	5,849	10/22/05	10/22/05
Spot	TGPL-1003691	STA85-VirginiaPower	Accepted	STA 85	15,601	\$ 12,9550	PGW GATE	15,000	10/22/05	10/22/05
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	20,801	\$ 12,9550	PGW GATE	20,000	10/22/05	10/22/05
Spot	TGPL-1003691	STA30-OXY	Accepted	STA 30	5,000	\$ 11,7200	PGW GATE	4,751	10/23/05	10/23/05
Spot	TGPL-1003691	STA85-VirginiaPower	Accepted	STA 85	15,601	\$ 13,3550	PGW GATE	15,000	10/25/05	10/25/05
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	26,001	\$ 13,3450	PGW GATE	25,000	10/25/05	10/25/05
Spot	TGPL-1003691	STA30-UBS	Accepted	STA 30	6,000	\$ 11,9400	PGW GATE	5,701	10/26/05	10/26/05

SPOT - FIRM PURCHASES

October-05

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Spot	TGPL-1003691	STA65-LouisDreyfus	Accepted	STA 65	15,000	\$ 14,2550	PGW GATE	14,381	10/28/05	10/28/05
Spot	TGPL-1003691	STAB5-WILLIAMS	Accepted	STA 85	26,001	\$ 14,2600	PGW GATE	25,000	10/28/05	10/28/05
Spot	TGPL-1003691	STAB5-BP/Desim	Accepted	STA 85	15,601	\$ 14,2600	PGW GATE	15,000	10/26/05	10/26/05
Spot	TGPL-1003691	STA30-UBS	Accepted	STA 30	8,400	\$ 12,5050	PGW GATE	7,981	10/27/05	10/27/05
Spot	TGPL-1003691	STA30-UBS	Accepted	STA 30	8,400	\$ 11,2700	PGW GATE	7,981	10/28/05	10/28/05
Spot	TGPL-1003691	STA30-UBS	Accepted	STA 30	8,400	\$ 10,5600	PGW GATE	7,981	10/29/05	10/29/05
Spot	TGPL-1003691	STA65-LouisDreyfus	Accepted	STA 65	15,667	\$ 13,2100	PGW GATE	15,000	10/29/05	10/31/05
Spot	TGPL-1003691	STA65-WESCO	Accepted	STA 85	26,001	\$ 13,1800	PGW GATE	25,000	10/29/05	10/31/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 10,9000	PGW GATE	10,024	10/31/05	10/31/05
Spot	Telco-800232	ETX-Anadarko	Accepted	ETX	5,429	\$ 12,6000	PGW GATE	5,000	10/01/05	10/01/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 11,4900	PGW GATE	10,024	10/04/05	10/04/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	9,000	\$ 12,7500	PGW GATE	8,202	10/05/05	10/05/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	2,000	\$ 12,4300	PGW GATE	1,823	10/05/05	10/05/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	9,000	\$ 12,7500	PGW GATE	8,202	10/06/05	10/06/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	2,000	\$ 12,7450	PGW GATE	1,823	10/06/05	10/06/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	9,000	\$ 12,1600	PGW GATE	8,202	10/07/05	10/07/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	2,000	\$ 12,0850	PGW GATE	1,823	10/07/05	10/07/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 11,3300	PGW GATE	10,024	10/08/05	10/10/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 11,0550	PGW GATE	10,024	10/11/05	10/11/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 11,2750	PGW GATE	10,024	10/12/05	10/12/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	9,000	\$ 11,7900	PGW GATE	8,202	10/13/05	10/13/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	2,000	\$ 11,7550	PGW GATE	1,823	10/13/05	10/13/05
Spot	Telco-800232	WLA-UBS	Accepted	WLA	5,447	\$ 13,5500	PGW GATE	5,000	10/13/05	10/13/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	9,000	\$ 11,7000	PGW GATE	8,202	10/14/05	10/14/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	2,000	\$ 11,5950	PGW GATE	1,823	10/14/05	10/14/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 10,6100	PGW GATE	10,024	10/15/05	10/17/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 12,0000	PGW GATE	10,024	10/18/05	10/18/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 11,5700	PGW GATE	10,024	10/19/05	10/19/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 11,6900	PGW GATE	10,024	10/20/05	10/20/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	5,000	\$ 11,8800	PGW GATE	4,557	10/20/05	10/20/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 11,8700	PGW GATE	10,024	10/21/05	10/21/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 11,1800	PGW GATE	10,024	10/22/05	10/24/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	5,000	\$ 11,1700	PGW GATE	4,557	10/22/05	10/24/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 11,5200	PGW GATE	10,024	10/25/05	10/25/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	5,000	\$ 11,5100	PGW GATE	4,557	10/25/05	10/25/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 11,8500	PGW GATE	10,024	10/26/05	10/26/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	5,000	\$ 11,8400	PGW GATE	4,557	10/26/05	10/26/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 12,3150	PGW GATE	10,024	10/27/05	10/27/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	5,000	\$ 12,3050	PGW GATE	4,557	10/27/05	10/27/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 11,0350	PGW GATE	10,024	10/28/05	10/28/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	5,000	\$ 11,0250	PGW GATE	4,557	10/28/05	10/28/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	11,000	\$ 10,1050	PGW GATE	10,024	10/29/05	10/31/05
Spot	Telco-800232	STX-COKINOS	Accepted	STX	5,000	\$ 10,1050	PGW GATE	4,557	10/29/05	10/31/05
Spot	City Gate Delivery	City Gate - COOK INLET	Accepted	PGW GATE	5,000	\$ 15,8000	PGW GATE	5,000	10/07/05	10/07/05
Spot	City Gate Delivery	City Gate - COOK INLET	Accepted	PGW GATE	15,000	\$ 13,4500	PGW GATE	15,000	10/15/05	10/17/05
Spot	City Gate Delivery	City Gate - COOK INLET	Accepted	PGW GATE	15,000	\$ 13,4500	PGW GATE	15,000	10/18/05	10/18/05
Spot	City Gate Delivery	City Gate - UBS	Accepted	PGW GATE	5,000	\$ 14,0600	PGW GATE	5,000	10/21/05	10/21/05
Spot	City Gate Delivery	City Gate - UBS	Accepted	PGW GATE	5,000	\$ 14,0500	PGW GATE	5,000	10/21/05	10/21/05
Spot	City Gate Delivery	City Gate - UBS	Accepted	PGW GATE	5,000	\$ 13,5500	PGW GATE	5,000	10/22/05	10/24/05
Spot	City Gate Delivery	City Gate - UBS	Accepted	PGW GATE	5,000	\$ 13,8500	PGW GATE	5,000	10/25/05	10/25/05

SPOT - FIRM PURCHASES

November-05

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Telco-800232	STX-HIESS	Accepted	STX	5,315	\$ 11,5650	PGW GATE	4,844	11/01/05	11/31/2005
Firm-Swing	Telco-800232	WLA-HIESS	Accepted	WLA	4,613	\$ 13,8800	PGW GATE	4,235	11/01/05	11/31/2005
Firm-Swing	Telco-800232	ELA-HIESS	Accepted	ELA	33,577	\$ 14,0400	PGW GATE	30,921	11/01/05	11/31/2005
Firm	Telco-800232	M1 24*-FRONTIERA	Accepted	M1 24*	8,000	\$ 12,8300	PGW GATE	7,591	11/01/05	11/31/2005
Firm	Telco-800232	WLA-COKINOS	Accepted	WLA	3,286	\$ 13,1650	PGW GATE	3,017	11/01/05	11/31/2005
Firm	Telco-800232	ETX-ANADARKO	Accepted	ETX	8,500	\$ 13,5100	PGW GATE	7,828	11/01/05	11/31/2005
Firm	Telco-800232	STX-ANADARKO	Accepted	STX	20,000	\$ 13,3900	PGW GATE	18,228	11/01/05	11/31/2005
Firm	Telco-800232	M1 30*-CORAL	Accepted	M1 30*	3,262	\$ 13,6350	PGW GATE	3,095	11/01/05	11/31/2005
Firm	Telco-800232	M1 30*-SEMPRA	Accepted	M1 30*	10,000	\$ 13,7650	PGW GATE	8,489	11/01/05	11/31/2005
Firm	Telco-800514	ELA-SEMPRA	Accepted	ELA	6,817	\$ 13,5225	PGW GATE	6,278	11/01/05	11/31/2005
Firm	Telco-800514	M1 30*-CORAL	Accepted	M1 30*	9,105	\$ 13,6350	PGW GATE	8,640	11/01/05	11/31/2005
Firm	Telco-800515	WLA-COKINOS	Accepted	WLA	3,357	\$ 13,1650	PGW GATE	3,082	11/01/05	11/31/2005
Firm	Telco-800515	WLA-COKINOS	Accepted	WLA	3,357	\$ 13,1650	PGW GATE	3,082	11/01/05	11/31/2005
Firm	Telco-800515	ELA-SEMPRA	Accepted	ELA	3,183	\$ 13,5225	PGW GATE	2,931	11/01/05	11/31/2005
Firm-Swing	TGPL-1003691	M1 30*-CORAL	Accepted	M1 30*	12,633	\$ 13,6350	PGW GATE	11,987	11/01/05	11/31/2005
Firm-Swing	TGPL-1003691	STA65-HIESS	Accepted	STA 65	15,000	\$ 14,2300	PGW GATE	14,361	11/01/05	11/31/2005
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 14,2300	PGW GATE	19,148	11/01/05	11/31/2005
Firm	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 14,2300	PGW GATE	23,935	11/01/05	11/31/2005
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 13,2700	PGW GATE	9,574	11/01/05	11/31/2005
Firm	TGPL-1003691	STA85-BPIAMOCO	Accepted	STA 85	10,000	\$ 13,6350	PGW GATE	9,615	11/01/05	11/31/2005
Firm	TGPL-1003691	STA65-SEMPRA	Accepted	STA 65	10,000	\$ 13,6350	PGW GATE	9,574	11/01/05	11/31/2005
Firm	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	20,000	\$ 13,5700	PGW GATE	19,230	11/01/05	11/31/2005
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	3,685	\$ 13,5250	PGW GATE	3,512	11/01/05	11/31/2005
Firm	TGPL-1003691	STA30-ANADARKO	Accepted	STA 30	5,000	\$ 13,5450	WSS	4,943	11/01/05	11/31/2005
Firm	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,000	\$ 13,3000	WSS	9,888	11/01/05	11/31/2005
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	6,315	\$ 13,5250	WSS	6,243	11/01/05	11/31/2005
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	5,000	\$ 12,4000	WSS	4,943	11/01/05	11/31/2005
Spot	TGPL-1003691	STA65-UBS	Accepted	STA 65	5,000	\$ 12,1500	PGW GATE	4,787	11/18/05	11/18/05
Spot	TGPL-1003691	STAB5-COOK INLET	Accepted	STA 65	5,000	\$ 12,9000	PGW GATE	5,000	11/18/05	11/18/05
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	5,200	\$ 12,3150	PGW GATE	5,000	11/18/05	11/18/05
Spot	TGPL-1003691	STA65-LouisDreyfus	Accepted	STA 65	30,000	\$ 9,5300	PGW GATE	28,845	11/18/05	11/18/05
Spot	TGPL-1003691	STA65-LouisDreyfus	Accepted	STA 65	5,000	\$ 9,3800	PGW GATE	4,787	11/19/05	11/21/05
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	20,000	\$ 9,9450	PGW GATE	19,148	11/19/05	11/21/05
Spot	TGPL-1003691	STA65-LouisDreyfus	Accepted	STA 65	25,000	\$ 10,1500	PGW GATE	23,935	11/22/05	11/22/05
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	20,000	\$ 10,4500	PGW GATE	19,230	11/22/05	11/22/05
Spot	TGPL-1003691	STA65-LouisDreyfus	Accepted	STA 65	29,246	\$ 11,2900	PGW GATE	28,000	11/23/05	11/28/05
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	31,201	\$ 11,4750	PGW GATE	30,000	11/23/05	11/28/05
Spot	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	31,201	\$ 11,4750	PGW GATE	30,000	11/23/05	11/28/05
Spot	TGPL-1003691	STA85-UBS	Accepted	STA 85	10,000	\$ 11,0100	PGW GATE	9,574	11/24/05	11/30/05
Spot	Telco-800232	ELA-UBS	Accepted	ELA	30,000	\$ 11,0350	PGW GATE	28,845	11/30/05	11/30/05
Spot	Telco-800232	ELA-UBS	Accepted	ELA	10,000	\$ 8,7500	PGW GATE	9,209	11/23/05	11/22/05
Spot	Telco-800232	ELA-UBS	Accepted	ELA	10,000	\$ 11,0000	PGW GATE	9,209	11/23/05	11/22/05
Spot	Telco-800232	ELA-UBS	Accepted	ELA	5,500	\$ 11,0800	PGW GATE	5,065	11/24/05	11/27/05
Spot	Telco-800232	ELA-UBS	Accepted	ELA	8,000	\$ 12,0000	PGW GATE	7,367	11/24/05	11/27/05
Spot	City Gate Delivery	City Gate - COOK INLET	Accepted	PGW GATE	5,000	\$ 13,2000	PGW GATE	5,000	11/18/05	11/18/05
Spot	City Gate Delivery	City Gate - COOK INLET	Accepted	PGW GATE	5,000	\$ 10,2000	PGW GATE	5,000	11/19/05	11/21/05

SPOT - FIRM PURCHASES

December-05

Contract Type	Transportation Contract#	Purchase Point	Status	Receipt PT.	Receipt Quantity	Price	Delivery PT.	Delivery Quantity	Start Date	End Date
Firm-Swing	Telco-800232	STX-HESS	Accepted	STX	5,454	\$ 8,1700	PGW GATE	4,844	12/01/05	12/31/05
Firm-Swing	Telco-800232	WLA-HESS	Accepted	WLA	4,717	\$ 11,0450	PGW GATE	4,235	12/01/05	12/31/05
Firm-Swing	Telco-800232	ELA-HESS	Accepted	ELA	34,277	\$ 11,1850	PGW GATE	30,921	12/01/05	12/31/05
Firm	Telco-800232	ELA-HESS	Accepted	ELA	5,543	\$ 11,1800	PGW GATE	5,000	12/01/05	12/31/05
Firm	Telco-800232	M1 24"-FRONTERRA	Accepted	M1 24"	8,000	\$ 12,2900	PGW GATE	7,474	12/01/05	12/31/05
Firm	Telco-800232	M1 30"-CORAL	Accepted	M1 30"	2,721	\$ 12,3350	PGW GATE	2,542	12/01/05	12/31/05
Firm	Telco-800232	ETX-ANADARKO	Accepted	ETX	8,500	\$ 11,9100	PGW GATE	7,868	12/01/05	12/31/05
Firm	Telco-800232	STX-ANADARKO	Accepted	STX	20,000	\$ 11,7800	PGW GATE	17,764	12/01/05	12/31/05
Firm	Telco-800232	M1 30"-SEMPRA	Accepted	M1 30"	10,000	\$ 12,3850	PGW GATE	9,343	12/01/05	12/31/05
Firm	Telco-800232	WLA-COKINOS	Accepted	WLA	3,134	\$ 12,1250	PGW GATE	2,814	12/01/05	12/31/05
Firm	Telco-800514	ELA-SEMPRA	Accepted	ELA	5,000	\$ 12,1225	PGW GATE	4,511	12/01/05	12/31/05
Firm	Telco-800514	M1 30"-CORAL	Accepted	M1 30"	11,140	\$ 12,3350	PGW GATE	10,408	12/01/05	12/31/05
Firm	Telco-800514	WLA-COKINOS	Accepted	WLA	3,433	\$ 12,1250	PGW GATE	3,082	12/01/05	12/31/05
Firm	Telco-800515	ELA-SEMPRA	Accepted	ELA	5,000	\$ 12,1225	PGW GATE	4,510	12/01/05	12/31/05
Firm	Telco-800515	M1 30"-CORAL	Accepted	M1 30"	11,139	\$ 12,3350	PGW GATE	10,407	12/01/05	12/31/05
Firm-Swing	TGPL-1003691	STA65-HESS	Accepted	STA 65	15,000	\$ 11,3500	PGW GATE	14,361	12/01/05	12/31/05
Firm-Swing	TGPL-1003691	STA65-ANADARKO	Accepted	STA 65	20,000	\$ 11,3500	PGW GATE	19,148	12/01/05	12/31/05
Firm-Swing	TGPL-1003691	STA65-CORAL	Accepted	STA 65	25,000	\$ 11,3500	PGW GATE	23,935	12/01/05	12/31/05
Firm	TGPL-1003691	STA65-COKINOS	Accepted	STA 65	10,000	\$ 12,2300	PGW GATE	9,574	12/01/05	12/31/05
Firm	TGPL-1003691	STA65-BPI/Energy	Accepted	STA 65	10,000	\$ 12,2350	PGW GATE	9,615	12/01/05	12/31/05
Firm	TGPL-1003691	STA65-SEMPRA	Accepted	STA 65	10,000	\$ 12,2350	PGW GATE	9,574	12/01/05	12/31/05
Firm	TGPL-1003691	STA85-WILLIAMS	Accepted	STA 85	20,000	\$ 12,2700	PGW GATE	19,230	12/01/05	12/31/05
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	1,217	\$ 12,1750	PGW GATE	1,160	12/01/05	12/31/05
Firm	TGPL-1003691	STA30-ANADARKO	Accepted	STA 30	5,000	\$ 11,9450	WSS	4,943	12/01/05	12/31/05
Firm	TGPL-1003691	STA30-OXY	Accepted	STA 30	10,000	\$ 11,9500	WSS	8,888	12/01/05	12/31/05
Firm	TGPL-1003691	STA45-OXY	Accepted	STA 45	8,783	\$ 12,1750	WSS	8,708	12/01/05	12/31/05
Firm	TGPL-1003691	STA45-ANADARKO	Accepted	STA 45	5,000	\$ 12,1775	WSS	4,765	12/01/05	12/31/05
Spot	Telco-800232	M1 30"-HESS	Accepted	M1 30"	6,853	\$ 14,7500	PGW GATE	6,216	12/08/05	12/08/05
Spot	Telco-800232	WLA-CINERGY	Accepted	WLA	6,924	\$ 13,2350	PGW GATE	6,216	12/07/05	12/07/05
Spot	Telco-800232	WLA-CINERGY	Accepted	WLA	6,924	\$ 13,8200	PGW GATE	6,216	12/08/05	12/08/05
Spot	Telco-800232	WLA-CINERGY	Accepted	WLA	6,924	\$ 13,8750	PGW GATE	6,216	12/09/05	12/09/05
Spot	Telco-800232	WLA-CINERGY	Accepted	WLA	6,924	\$ 14,3950	PGW GATE	6,216	12/10/05	12/10/05
Spot	Telco-800232	WLA-CINERGY	Accepted	WLA	6,924	\$ 14,8100	PGW GATE	6,216	12/13/05	12/13/05
Spot	Telco-800232	WLA-CINERGY	Accepted	WLA	6,924	\$ 15,3050	PGW GATE	6,216	12/14/05	12/14/05
Spot	Telco-800232	WLA-CINERGY	Accepted	WLA	6,924	\$ 14,5050	PGW GATE	6,216	12/15/05	12/15/05

**Philadelphia Gas Works**

Pennsylvania Public Utility Commission  
52 Pa. Code §53.61, et seq.

**Item 53.64(c)** Thirty days prior to the filing of a tariff reflecting an increase or decrease in natural gas costs, each Section 1307(f) gas utility seeking recovery of purchased gas costs under that section shall provide notice to the public, under § 53.68 (relating to notice requirements), and shall file the following supporting information with the Commission, with a copy to the Consumer Advocate, Small Business Advocate and to intervenors upon request:

- (4) An annotated listing of Federal Energy Regulatory Commission or other relevant non-Commission proceedings, including legal action necessary to relieve the utility from existing contract terms which are or may be adverse to the interest of its ratepayers, which affect the cost of the utility's gas supply, transportation or storage or which might have an impact on the utility's efforts to provide its customers with reasonable gas service at the lowest price possible. This list shall include docket numbers and shall summarize what has transpired in the cases, and the degree of participation, if any, which the utility has had in the cases. The initial list filed under this paragraph shall include cases for the past 3 years. Subsequent lists need only update prior lists and add new cases.

**Response:**

Please see PGW's FERC Book attached for a synopsis of all cases pending before the Federal Energy Regulatory Commission.

**P** HILADELPHIA

**G** AS.

**W** ORKS

**FERC BOOK**

Prepared and maintained by the Federal Regulatory Department of the Philadelphia Gas Works.

TABLE OF CONTENTS

<u>Docket Number</u>	<u>Pipeline</u>	<u>Proceeding</u>	<u>Pg.</u>
RP06-134	Transcontinental	S-2 Storage Charge	4
RP05-164	Equitrans	General Rate Filing	5
RP97-391-004	Gas Research Institute	True-up and Accounting Report	10
RP06-70	Texas Eastern	Gas Nomination Procedures	15
RP06-65	Transcontinental	OFO Penalty Provision	16
RP06-45	Texas Eastern	ASA Filing	20
RP06-113	Texas Eastern	Right of First Refusal (ROFR)	22
RP06-1	Transcontinental	Tracking Provisions – GSS, LSS, SS-2, FT-NT & S-2	24
RP05-692	Dominion	EPC Adjustment	25
RP05-685	Dominion	TCRA Filing	27
RP05-622	Equitrans	ACA Charge	2
RP05-603	Transcontinental	PAL & ICTS Revenue Sharing Refund Report	30
RP05-595	Texas Eastern	ACA Surcharge	32
RP05-588	Transcontinental	ACA Surcharge	33
RP05-524-001	Texas Eastern	Compliance Filing – NAESB Standards	34
RP05-507	Dominion	Capacity Release Transactions	35
RP05-480	Transcontinental	Compliance Filing – NAESB Standards	36
RP05-410	Texas Eastern	Compliance Filing – NAESB Standards	37
RP05-408	Texas Eastern	Electric Power Cost (EPC)	39
RP05-373	Dominion	Abandonment of Gathering Facilities	40
RP05-388	Transcontinental	Posting Available Firm Capacity	41
RP05-240	Texas Eastern	Selective Discounting	43
RP05-218	Transcontinental	Annual Fuel Retention (GRO)	48
RP05-215	Transcontinental	Transmission Electric Power Cost (TEP) Adjustment	50
RP05-173	Transcontinental	Rate Schedule X-28 Storage Services	51
RP05-137	Texas Eastern	Electric Power Cost (EPC)	52
CP06-10	Dominion	Application to Reclassify Facilities	53
CP06-16	Transcontinental	Facility Upgrade – Station 50	54
CP05-392	Texas Eastern	Application – Accident Storage Field	55
CP05-37	Transcontinental	Clean Air Act Upgrade – Station 170	58
RP05-117	Transcontinental	S-2 Injection Charge	62
RP05-66	Transcontinental	Delivery Point Entitlements	63
RP05-61	Transcontinental	GSS, LSS Rate Changes	64
RP05-54	Dominion	Gathering Lines	65
RP05-51	Dominion	ROFR Rights	66
RP05-30	Texas Eastern	ASA Filing	67
RP88-67 & RP98-168	Texas Eastern	PCB Filing	68
RP05-13	Transcontinental	ACA Filing	69
RP04-618	Dominion	TCRA Filing	70
RP04-617	Dominion	EPCA Filing	71
CP04-462	Texas Eastern	LNG Project	72
CP04-411	Crown Landing	LNG Project	73
RP04-605	Transcontinental	Waver of Penalty Provisions	74

TABLE OF CONTENTS

<u>Docket Number</u>	<u>Pipeline</u>	<u>Proceeding</u>	<u>Pg.</u>
RP04-570	Transcontinental	ACA Charge	75
RP04-569	Texas Eastern	ACA Charge	76
RP04-562	Equitrans	Elimination of GRI Surcharge.	78
RP04-560	Dominion	ACA Charge	79
RP04-482	Texas Eastern	Link Interface System	80
RP04-483	Texas Eastern	Order 2004	81
RP04-453	Transcontinental	Rate Schedule S-2	82
RP04-484	Texas Eastern	Negotiated Rates Procedures	83
CP04-36	Transcontinental	Central NJ Expansion Project	84
RP04-442	Transcontinental	Nomination Revisions	85
RP04-359	Texas Eastern	EPC Charge	86
CP04-370 & RP96-383-058	Dominion	X-70 Rate Schedule	87
CP04-365	Dominion	Northeast Storage Project	88
CP04-223 & CP04-292	Keyspan LNG	LNG Terminal Project	90
RP04-267	Transcontinental	Interconnection Facilities Policy	91
RP04-254	City of Hamilton	Complaint Against Texas Eastern	92
CP04-381	Texas Eastern	M1 Expansion Project	93
RP04-200	Transcontinental	TEP Rate	94
RP04-191	Transcontinental	Recalculate Transportation & Storage Costs	95
CP04-76	Equitrans	Refunctionalize Facilities	96
RP04-203	Equitrans	Rate SS-3 & STS-1	97
RP04-186	Transcontinental	Great Plains Surcharge	99
RP04-173	Dominion	Five Year Matching Cap	100
RP04-162	Transcontinental	Delivery Point Entitlements	103
RP04-120	Transcontinental	Rate Schedule GSS	104
RP04-116	Texas Eastern	Available Capacity Sales	105
CP04-30	Transcontinental	Spartanburg Compressor Station	106
RP04-105	Dominion	Administrative Tariff Changes	109
CP04-29	Transcontinental	City of Monroe Delivery Point	110
RP04-101	Transcontinental	S-2 Rate Charges	111
RP03-542	Texas Eastern	EPC Rate	112
RP03-550	Dominion	Gas Quality	120
RP03-540	Transcontinental	Spot Price Zone	121
CP02-233 & RP97-346	Equitrans	CIPCO Merger	123
CP03-84	Transcontinental	Alabama Facilities Replacement	127
CP03-46	Texas Eastern	Oakford Storage Upgrade	128
CP03-41 & CP03-43	Dominion & Texas Eastern	Construction Project West Virginia	130
CP03-25	Transcontinental	Compression Station 60	132

**Docket RP06-134**  
**Transcontinental Gas Pipe Line**  
**Rate Schedule S-2**

**DATE FILED:** December 2, 2005

**ISSUES:** Philadelphia Gas Works ("PGW") has filed for leave to intervene to protect its interest in this case.

**BACKGROUND:**

On December 2, 2005, Transcontinental Gas Pipe Line Corporation (Transco) filed the above referenced tariff sheet pursuant to Section 26 of the General Terms and Conditions of its FERC Gas Tariff, to track rate changes attributable to storage service purchased from Texas Eastern Transmission, LP (Texas Eastern) under Texas Eastern's Rate Schedule X-28. The costs of storage service purchased from Texas Eastern under Rate Schedule X-28 are included in the rates and charges payable under Transco's Rate Schedule S-2. The referenced tariff sheet is accepted effective December 1, 2005, as proposed.

**ACTIVITIES:**

December 14, 2005 - PGW filed an "Intervention" with the Commission.

December 21, 2005 - The Commission issued an order accepting this filing.

**Docket Nos. RP05-164-000, RP05-105-000, RP04-203-000, and  
RP04-97-000  
Equitrans L. P.  
General Rate Filing**

**DATE FILED:** December 1, 2003

**ISSUES:** Philadelphia Gas Works ("PGW") has filed for leave to intervene to protect its interest in this case.

**BACKGROUND:**

On December 9, 2005, Equitrans, L.P. filed a proposed Stipulation and Agreement that would, if approved, resolve all issues in the above-captioned proceedings. As described in the procedural history set forth in the Stipulation, these proceedings have been extended and complicated. Moreover, the Stipulation is the product of complex and difficult negotiations between parties that historically have been adverse, including the pipeline, its firm shippers, the Independent Oil and Gas Associations of West Virginia and Pennsylvania, and the Pennsylvania Office of Consumer Advocate. In addition, the Stipulation will provide PGW and Equitrans' other shippers a number of significant benefits, including a reduction in Equitrans' filed rates, significant refunds, a period of rate stability, and the resolution of fuel retention/base gas replenishment issues.

Equitrans tendered for filing, as part of its FERC Gas Tariff, Original Volume No. 1, numerous revised tariff sheets proposed to become effective on January 1, 2004. The rates and revisions proposed by Equitrans reflect, *inter alia*, (1) a \$73.6 million cost of service, which is a \$27.6 million increase over the current cost of service; (2) utilization of a 12-month test period ending July 31, 2003 as adjusted for known and measurable changes through April 30, 2004; (3) an overall rate base of \$216.7 million, which is an increase of \$97.5 million and results in a \$25.1 million increase in the previously approved jurisdictional revenue requirement; (4) an overall return allowance of 11.19%, based upon a 39.74/60.26 debt to equity ratio and a 14.25% return on common equity; (5) annual total rate design determinants of 69,820,896 Dth; (6) updated funding requirements for Post-Employment Benefits other than Pensions (PBOP); (7) amortizing over five years a contribution to the pension plan; (8) restoration of 9.6 Bcf of base gas purportedly to "optimize" operations of storage fields; (9) adjustment to the current methodology for assigning storage billing determinants; (10) refunctionalizing certain costs from transmission to gathering; and (11) a revised storage and a revised transportation retainage factor as well as two new gathering retainage factors.

Other proposed tariff revisions include two new storage ratchet provisions; establishment of a "CIPCO district" to recognize assets that had been owned and operated by Carnegie Interstate Pipeline Company; designation of market aggregation points in order to allow for market segmentation service; and creation of a security tracker to recover the costs of infrastructure required to safeguard pipeline facilities.

On December 1, 2003, Equitrans filed a general rate case in Docket No. RP04-97-000 pursuant to Section 4 of the Natural Gas Act (NGA) 1 to comply with the terms of a settlement in Docket No. RP97-346-000. On December 31, 2003, the Commission rejected Equitrans' proposed rate increase but accepted and suspended Equitrans' proposed changes to the general terms and conditions in its tariff. 2

On March 1, 2004, Equitrans filed a new general rate case in Docket No. RP04-203-000 pursuant to Section 4 of the NGA. Among other things, Equitrans proposed to implement revised rates that reflected the refunctionalization of a substantial number of facilities from transmission and storage to gathering. 3 On March 31, 2004, the Commission issued an order accepting and suspending that filing. 4 In an order issued on November 23, 2004, the Commission approved Equitrans' refunctionalization proposal. 5

On November 30, 2004, Equitrans filed a limited NGA Section 4 filing in Docket No. RP05-105-000 to reflect rates which incorporated the refunctionalized facilities. In an order issued on December 30, 2004, the Commission accepted the revised rates, subject to refund, and set the matter for hearing. 6

On January 28, 2005, Equitrans filed tariff sheets in Docket No. RP05-164-000 to: (1) establish gathering rates for existing gathering facilities, and (2) establish rates for new gathering facilities that Equitrans had recently reacquired. 7 In an order issued on

---

2 Equitrans, L.P., 105 FERC ¶ 61,407 (2003).

3 In conjunction with that rate filing, Equitrans also filed in Docket No. CP04-76-000 a proposal to refunctionalize the facilities from transportation and storage to gathering.

4 Equitrans, L.P., 106 FERC ¶ 61,214 (2004). Also on November 23, 2004, the Commission issued a second order, rejecting Equitrans' proposal to defer moving its suspended gathering rates into effect. 109 FERC ¶ 61,214 (2004).

5 Equitrans, L.P., 109 FERC ¶ 61,209 (2004).

6 Equitrans, L.P., 109 FERC ¶ 61,384 (2004). The order also consolidated the issues raised in RP05-105-000 with those in Docket Nos. RP04-203-000 and RP04-97-000.

7 The new gathering facilities are often referred to as the "spin up facilities" because some of these facilities had been previously owned by Equitrans prior to being spun down to a non-jurisdictional Equitrans affiliate. Equitrans subsequently reacquired these facilities and proposed rates for these reacquired and their existing gathering facilities in Docket No. RP05-164-000 on January 28, 2005.

February 28, 2005, the Commission accepted and suspended the proposed tariff sheets, and set various issues for a technical conference. <sup>8</sup>

On March 16, 2005, the Presiding Judge established a procedural schedule for Docket Nos. RP04-97-000, RP04-203-000, RP05-105-000 and RP05-164-000 (Consolidated). Over the past two years, Equitrans, the intervenors and the Staff have met numerous times to discuss settlement. After extensive negotiations, on October 17, 2005, all but one of the active parties of the active participants reached a settlement in principle that would resolve all of the issues set for hearing in this proceeding. <sup>9</sup> On October 18, 2005, the Presiding Judge issued an order suspending the procedural schedule. On December 9, 2004, Equitrans filed the Settlement which is discussed below.

## II. SUMMARY OF SETTLEMENT

Article I establishes the cost of service and rates that Equitrans would charge pursuant to the terms of the Settlement. Appendix A contains maximum transmission and storage rates, as well as maximum interruptible gathering commodity rates, and products extraction rates at Equitrans' Waynesburg compressor station.

The overall cost of service level underlying the settlement is \$62.8 million. The participants in this proceeding agreed that the Settlement would be a "black box" settlement which would not detail all of the specific components that resulted in the agreed upon rates.

Article I does set forth how Equitrans will treat post-retirement benefits other than pensions and provides that Equitrans will use the *South Georgia* method to amortize its unfunded tax liability as part of the comprehensive inter-allocation of income taxes, as established in Equitrans' previous rate case in Docket No. RP97-346-000. Article I also resolves issues between Equitrans and Hope Gas, Inc., dba Dominion Peoples, regarding an extension of service under an existing service agreement.

Article II addresses the cost allocation and rate design elements that the settlement rates are predicated upon. Under the Settlement, Equitrans' transmission rates and *retainage factors* are designed on a system-wide postage stamp basis. Article II specifically states that in Equitrans' next rate case, Equitrans agrees that it will bear the evidentiary burden of proof regarding whether rolled-in rate treatment is justified for the Three Rivers pipeline facilities.

Article III contains various provisions including provisions on retainage and base gas replenishment. For all transmission services, the maximum retainage factor will be 3.72% of the receipt quantity. For all storage services, the maximum retainage factor will be 1.85% of the receipt quantity. For a period of ten years from September 1, 2005,

---

<sup>8</sup> Equitrans, L.P., 110 FERC ¶ 61,194 (2005). This order also consolidated Equitrans' new filing with Docket No. RP05-105-000, *et al.*

<sup>9</sup> On December 21, 2005, the Staff was informed by Equitrans' counsel that the remaining issues had been resolved and that no active participants in the proceeding opposed the Settlement.

Equitrans agrees to be solely responsible for managing its storage migration, base gas replenishment, and transmission and storage fuel usage. Under the Settlement, Equitrans is precluded from seeking recovery of any base gas losses during the ten-year period. Article III of the Settlement also provides that during the ten-year period, Equitrans is also precluded from filing under Section 4(e) of the NGA to modify its transmission fuel retention percentage. Similarly, during the ten-year period, the parties to the Settlement agree to forgo their rights under Section 5 of the NGA to modify the transmission fuel retention percentage until Equitrans has recovered through its transmission fuel retention percentage 7.1 Bcf of gas in addition to its actual storage and transmission-related fuel use, and its transmission-related lost and unaccounted for gas (LAUF) volumes. Article III also: (1) specifies Equitrans' obligations if it recovers the 7.1 Bcf during the ten-year period, and (2) requires that Equitrans file detailed annual reports on its fuel and LAUF usage. In addition, Article III specifies the circumstances under which Equitrans will be required to impute the recovery of the 3.72% transmission percentage.

Article IV contains numerous provisions that address Equitrans' gathering services, and specifies the gathering service retainage percentages, for specific time periods. Article IV further provides that Equitrans may not propose to refunctionalize any existing transmission or storage facilities to gathering for a period of five years, and establishes the conditions under which Equitrans may sell any of its West Virginia gathering facilities to an affiliate. Article IV also states that Equitrans must file annual reports with the Commission on its progress on reducing its LAUF gas. Article IV further requires that Equitrans make annual investments of not less than \$2.5 million, to reduce LAUF gas on its West Virginia Gathering system (for a total of \$12.5 million over a five-year period).

Article V provides, among other things, that Equitrans is authorized to file and place into effect tracking provisions which will enable Equitrans to make limited Section 4 filings to recover the costs associated with Equitrans' compliance with the Pipeline Safety Act of 2002, and the costs associated with security-related investments.

Article VI addresses when various provisions of the Settlement will become effective and provides for a moratorium on Equitrans' ability to propose any changes in its transmission and storage rates, retainage percentages and terms of service. Article VI specifically provides that the moratorium will apply to the commodity and retainage rates applicable to gathering services. Similarly, Article VI provides that the parties to the Settlement agree to waive any rights they may have pursuant to Section 5 of the NGA to challenge the level of the settled rates or any other provisions contained in the Settlement during the moratorium periods.

Article VII address the conditions for establishing the effectiveness of the Settlement and provides for when a settling party may withdraw its consent. Article VII also establishes procedures for making required changes during the term of the Settlement.

Article VIII addresses Equitrans' refund obligations.

Article IX contains general reservations that apply to the Settlement.

### III. DISCUSSION

Staff supports the Settlement and urges its approval. To the best of Staff's knowledge, the Settlement is supported by all but one of the active participants.<sup>10</sup> The Settlement resolves many contentious issues and numerous proceedings, including many contentious cost of service, rate design and retainage issues. The Settlement results in a significant reduction in the overall cost of service and resolves difficult issues associated with how to address Equitrans' significant prior period base gas losses.

None of the issues underlying the Settlement raise substantial policy implications. Nor does the Settlement involve any cases of first impression and, to the Staff's knowledge; none of the issues underlying the Settlement have been decided by the Commission in a manner that is contrary to the disposition of the issue in the Settlement. The Settlement does not affect any other pending Commission dockets other than those addressed in the Settlement itself to the Staff's knowledge. The Settlement specifies that should the Commission subsequently consider changing any provision of the Settlement after it has already become effective, the parties to the Settlement agree that the applicable standard of review for any such change should be the "public interest" standard for review as set forth in *United Gas Pipeline Co. v. Mobile Gas Service Co.* 11 and *Federal Power Company v. Sierra Pacific Co.* 12

### IV. CONCLUSION

**WHEREFORE**, for the reasons discussed herein, Staff supports the Settlement as fair, reasonable and in the public interest. Accordingly, Staff respectfully requests that the Settlement be certified to the Commission for its approval

#### ACTIVITIES:

December 15, 2003 – PGW filed a motion to Intervene and Protest with the Commission

December 9, 2005 - Equitrans filed Stipulation and Agreement to resolve all issues in this proceeding.

December 16, 2005 - PGW supports the Equitrans Settlement and Agreement.

---

<sup>10</sup> On December 21, 2005, Equitrans' counsel informed Staff that all remaining issues had been resolved and that the Settlement was unopposed.

## **Docket RP97-391-004 Gas Research Institute True-up and Accounting Report**

**DATE FILED:** November 15, 2005

### **BACKGROUND:**

On July 1, 2005, Gas Research Institute (GRI) filed the True Up and Accounting Report to comply with the settlement approved in *Gas Research Institute*, 83 FERC ¶ 61,093, *on reh'g*, 83 FERC ¶ 61,331 (1998) (1998 Settlement). As a part of its True Up and Accounting Report, GRI requests relief from its requirement to refund over collections of approximately \$47,000 because of the minimal amount involved compared to its total collections of \$723 million, and that the Commission allow it to retain the slight over-collection reported here for use in wrapping up its Commission-approved activities. For the reasons appearing below, the Commission accepts GRI's True Up and Accounting Report and denies GRI's request for relief from its refund

### **Description of Filing**

GRI states the 1998 Settlement's Article II, section 1.1 *True Up and Accounting* requires the instant report, among other requirements. GRI continues that only the following requirements need Commission action. They are: (1) a comparison of GRI collections under the 1998 Settlement with approved budgets; and, (2) a review of the need for any refunds and GRI's efforts to minimize over-collections.

GRI states that Article II, section 1.1 of the 1998 Settlement requires it to compare approved budgets and any remaining budget caps with collections in each annual application proceeding since 1998. GRI contends that it complied with this requirement. GRI also states the above provision obligates it to: (1) notify ratepayers when it reaches its overall collection target and cease to collect funds; (2) indicate that it will refund any "excess collections" to member pipelines; and (3) report that member pipelines will, in turn, refund any such excess collections to their customers.

GRI submits that, as reported on June 4, 2004, in "Gas Research Institute's Report on Progress as Operations Under the 1998 Settlement Approach an End," GRI provided pipeline members the required notice effective August 1, 2004, and ceased collections.<sup>13</sup> GRI submits that limiting the almost \$47,000 of over-collections to a very small fraction of one percent of its approved budgets constitutes strong proof of its success in meeting

its obligations.

GRI notes that because of the very close match between collections and approved budgets that it achieved, it did not detect any “excess collections” when it stopped collections in August 2004. GRI claims it did not learn of the slight over-collection addressed here until it performed an internal audit earlier this year. GRI submits that only then did it determine that it over-collected the \$723 million overall collection target by approximately \$47,000, which represents about six thousandths of one percent of the approved budget.

GRI posits that “[c]onsidering the very small amount involved, requiring its refund would achieve a truly *de minimus* result [sic.] in terms of rates and charges to end users, if any at all, at substantial administrative cost, especially at the pipeline and pipeline customer levels.” Moreover, continues GRI, it would make a great deal of practical sense, and do no real harm to the 1998 Settlement, for the Commission to determine that the slight over-collection involved here is simply too small to constitute an “excessive collection” subject to refund. GRI requests instead that the Commission allow GRI to retain this slight over-collection for use in wrapping up its Commission-approved activities.

#### **Notice, Interventions and Protest**

The Commission noticed GRI’s filing on July 15, 2005, permitting interventions, comments, and protests to be filed by July 22, 2005. Consolidated Edison Company of New York, Inc., and Orange and Rockland Utilities, Inc., filed a joint motion to intervene. Process Gas Consumers Group and the Georgia Industrial Group (Industrials) filed a protest.

The Industrials state that despite GRI’s extensive quoting from the 1998 Settlement in its July 1 Report, the fact remains that GRI must refund any and all collections that exceed its Commission-approved budget. The Industrials assert that according to the 1998 Settlement, GRI’s obligations are clear:

At any time that Actual Collections exceed approved GRI FERC Budgets...GRI will give notice to all...pipelines, all parties to these proceedings, and the Commission and collections...will cease effective as of the date of the notice. *GRI will refund any such excess collections to the pipelines...within ninety (90) days of the notice. Such pipelines will refund the amounts received from GRI within sixty (60) days of receipt from GRI in proportion to GRI surcharges paid by customers...Independent of whether collections cease on December 31, 2004, or earlier, a final true up will occur by July 1, 2005, again, based on approved budgets, with refunds as described above.14*

The Industrials assert that GRI proposes to cherry pick those elements of the 1998 Settlement that it will honor. The Industrials argue that this is unacceptable and urge the

Commission to reject GRI's proposal and force GRI to refund the excess funds, as required by the terms of the 1998 Settlement.

The Industrials state that GRI requests the Commission determine that the amount of over-collection is small enough that it does not count as an "excess collection". The Industrials submit that as an adjective, "excess" is defined as "[b]eing more than is usual, required, or permitted."<sup>15</sup> The Industrials assert that GRI appears to read the 1998 Settlement as saying that it is required to refund over-collections only if they exceed some undefined specific dollar amount over and above the approved budget. The Industrials argue that rather, the 1998 Settlement clearly requires that GRI refund *any* amount that is "more than" what is "permitted" by the approved budget. The Industrials maintain that while the nearly \$47,000 in over-collections may be a small amount compared to GRI's overall budget; it nonetheless remains an "excess collection" and is therefore subject to refund.

Furthermore, the Industrials state that GRI argues that the approximately \$47,000 represents a *de minimis* over-collection and therefore any refund is unnecessary. The Industrials emphasize that the clear language of Article II, section 1.1 of the 1998 Settlement contains no *de minimis* exception with regard to refund obligations. The Industrials assert that neither GRI nor the Commission should write one into the Settlement more than seven years after the Commission approved the Settlement. Any other outcome would result in an unjust enrichment of GRI at the expense of the end use shippers that paid the surcharge assessed by the interstate pipelines. The Industrials maintain the Commission must require GRI to abide by the terms of the 1998 Settlement and that GRI provides no justification for its release from its contractual obligations.

The Industrials argue that GRI's proposal, if approved, could establish questionable Commission precedent and encourage pipelines to determine that they need not refund amounts over-collected through an existing tracker mechanism because they are only a "slight over-collection."

### Decision

The Commission finds that GRI complied with the terms of the 1998 Settlement requiring the filing of its true up and accounting report. No party has questioned the validity of the report, and we accept it as valid.

The Commission agrees with the Industrials on the question of whether the Commission should require GRI to refund any amount of over-collection. We note that no proposed pipeline recipient of the amount of refunds has come forward in support of GRI's request.

Moreover, the Industrials as end-users who would likely be among the recipients of amounts flowed through by the pipelines and who were parties to the 1998 Settlement<sup>16</sup> object to GRI's proposed retention of the over-collection. Article II, section 1.1 of the

1998 Settlement requires GRI to refund any and all collections that exceed its Commission-approved budget. There are no exceptions in the 1998 Settlement which would allow GRI to retain any amount of over-collection, and GRI fails to point to any Commission precedent which would permit such a result. Article VI of the 1998 Settlement also provides that “none of the parties will propose or support any modification of the Offer of Settlement....” Thus, the Commission requires GRI to refund the \$47,000 over-collection. The Commission directs GRI to refund the reported \$46,909.98 over-collection within 90 days of its filing of July 1, 2005, as required by the 1998 Settlement. The Commission also directs GRI to file, at the time it makes refunds to the pipeline recipients, a Report of Refunds summarizing the refunds totaling \$46,909.98, as reflected in Exhibit 1 of GRI’s filing, and disbursement to the 42 pipeline members.

The Commission orders:

(A) GRI’s True Up and Accounting Report are accepted as filed.

(B) GRI must refund the stated amount of its over-collection, as reflected in Exhibit 1 of its filing, within 90 days of its filing of July 1, 2005, as required by the 1998 Settlement, and shall file, at the time it makes refunds to the pipeline recipients, a Report of Refunds summarizing the refunds and disbursement to the 42 pipeline companies listed in Exhibit 1 for further On July 1, 2005, GRI filed a “True Up and Accounting Report” to comply with the settlement approved in *Gas Research Institute*, 83 FERC ¶ 61,093, *order on reh’g*, 83 FERC ¶ 61,331 (1998) (1998 Settlement). In that filing, GRI requested relief from its obligation under the 1998 Settlement to refund over-collected amounts to its member pipelines. Two customer groups who were parties to the Settlement, Process Gas Consumers and the Georgia Industrial Group (collectively, the Industrials), protested and urged the Commission to direct GRI to adhere to the 1998 Settlement’s provisions regarding GRI’s refund obligation.

On August 23, 2005, the Commission accepted GRI’s July report, but denied GRI’s request for relief from its refund obligation. The Commission directed GRI to refund approximately \$47,000 to 42 pipelines for further distribution to their customers, and to file a refund report with the Commission by September 29, 2005.<sup>17</sup>

Article II, section 1.1 of the 1998 Settlement provides, *inter alia*, that “pipelines will refund the amount received from GRI within 60 days of receipt from GRI in proportion to GRI surcharges paid by customers over the relevant period.”<sup>18</sup> In compliance with the Commission’s August 2005 Order, GRI distributed the refunds to INGAA pipeline members. INGAA submits, however, that it is administratively impractical for the pipelines to comply with the requirement to disburse the refunds to customers in proportion to the GRI surcharges actually paid. INGAA states that from the perspective of the individual pipelines, the GRI refunds are very small. INGAA points out that the

largest pipeline share is \$6,161.69, and that many are much lower.<sup>19</sup> INGAA adds that another practical problem is that the refunds are to flow through to customers who paid the GRI surcharge over a seven-year period going back to 1998, but that many of those entities may not even be customers today, and that finding them may be difficult and too costly in view of the amounts involved. INGAA further argues that in many cases, the administrative costs of disbursing the refund to the customers in precise shares based on individual GRI payments will exceed the actual GRI refunds.

For these reasons, INGAA requests that, in lieu of disbursement of the GRI refunds to customers, the Commission authorize pipelines to donate the money to the American Red Cross, the Low Income Energy Assistance Program, or the Salvation Army, in support of victims of Hurricanes Katrina and Rita. INGAA submits that upon making the donation, participating pipelines would file a copy of their cover or transmittal letter to the charity in this docket. INGAA emphasizes that such an alternative disbursement avoids the administrative costs of calculating and disbursing small amounts to individual customers. INGAA states that moreover, this disposition promotes worthy charitable goals. Finally, INGAA argues that in these circumstances, good cause exists to grant a waiver of the provision of the 1998 Settlement regarding pipelines' obligation to disburse the \$47,000 in GRI revenue over-collections to customers. distribution to their customers, in accordance with the terms of the 1998 Settlement.

On October 7, 2005, Interstate Natural Gas Association of America (INGAA), on behalf of its natural gas pipeline company members listed below,<sup>20</sup> requested the Commission waive Article II, section 1.1 of Gas Research Institute's (GRI) settlement, with supporting pipelines, that obligates the pipelines to pass through certain GRI refunds. Instead of distributing refunds to pipeline customers, INGAA requests that the Commission authorize the pipelines to donate the money to certain charitable organizations.

**Docket RP06-70**  
**Texas Eastern Transmission, L. P.**  
**Gas Nomination Procedures**

**DATE FILED:** November 4, 2005

**ISSUES:** Philadelphia Gas Works ("PGW") has filed for leave to intervene to protect its interest in this case.

**BACKGROUND:**

On October 31, 2005, Texas Eastern Transmission, LP filed revised tariff sheets<sup>21</sup> to specify scheduling procedures for intra-day nominations through a posted point of restriction. The tariff sheets are accepted effective December 1, 2005, as proposed.

Texas Eastern states that this filing enhances the nomination procedures set forth in Section 4, Scheduling of Services and Curtailment of Services, in the General Terms and Conditions (GT&C) of its tariff. The revisions provide that Texas Eastern may schedule intra-nominations through a posted point of restriction where the customer already has gas scheduled to flow through that posted point of restriction under the same contract. Texas Eastern may schedule the revised nomination only when (1) the intra-day nomination has a scheduling sequence priority that is being scheduled and allowed to flow through the posted point of restriction even if subject to partial restriction, and (2) the nomination does not result in a net increase in the total volume scheduled under the contract through the posted point of restriction.

**ACTIVITIES:**

November 14, 2005 - PGW filed an "Intervention" with the Commission.

November 22, 2005 - The Commission issued an order accepting this filing

**Docket RP06-65**  
**Transcontinental Gas Pipeline Corp.**  
**OFO Penalty Provision**

**DATE FILED:** October 31, 2005

**ISSUES:** Philadelphia Gas Works ("PGW") has filed for leave to intervene to protect its interest in this case.

**BACKGROUND:**

On October 31, 2005, Transcontinental Gas Pipe Line Corporation (Transco) submitted tariff sheets<sup>22</sup> to revise the Overrun Charges and Operational Flow Order (OFO) Penalty provision in the General Terms and Conditions (GT&C) of its FERC tariff. The Commission accepts the tariff sheets effective December 1, 2005, as requested:

Pursuant to section 18.4 of its GT&C, Transco currently charges a penalty for unauthorized daily overruns taken in excess of an allowable variation for a particular day.<sup>23</sup> The current penalty is \$2.50 per Dth up to 50 Dth in excess of the allowed variation and \$25 per Dth for any additional unauthorized daily overrun taken on such day. Section 52.5 of Transco's GT&C provides for a penalty of \$25 per Dth for all daily unauthorized OFO imbalances.

1. In the instant filing, Transco proposes to revise section 18.4 to increase the penalty applicable to certain unauthorized daily overruns from \$25 per Dth to the higher of (i) \$50 per Dth or (ii) three times the highest weekly Reference Spot Price for the current month applicable to the zones(s) in which the unauthorized daily overrun occurs. Similarly, Transco proposes to revise section 52.5 to increase the \$25 per Dth unauthorized OFO imbalance penalty to the higher of (i) \$50 per Dth or (ii) three times the highest weekly Reference Spot Price for the current month applicable to the zones(s) in which the OFO imbalance occurs.

2. Transco contends that the significant increase in natural gas prices and the decline in available Gulf Coast supplies due to recent hurricanes result in the current penalties not being sufficient to deter shippers from violating the tariff. Transco states that the tariff protections at issue exist to protect the operational integrity of Transco's system, and as such asserts that in order for its penalties to perform as intended, they must serve as an effective deterrent to behavior that may threaten operational integrity. In the current natural gas market, Transco argues, the existing penalty of \$25 per Dth is not an effective deterrent. Transco further explains that Commission precedent supports the use of index

---

pricing for unauthorized overrun and OFO penalty pricing and that its proposed revisions are similar to other proposals recently approved by the Commission.<sup>24</sup> Transco adds that the amounts collected through imposition of the any penalties will be distributed back to buyers in accordance with section 54 of its GT&C.

3. Notice of Transco's filing was issued on November 3, 2005 with interventions and protests due as provided in section 154.210 of the Commission's regulations, 18 C.F.R. § 154.210 (2005). Indicated Shippers,<sup>25</sup> Process Gas Consumers Group (PGC), the Transco Municipal Group (TMG) and the Municipal Gas Authority of Georgia (Gas Authority) filed protests to the filing. Pursuant to Rule 214, 18 C.F.R. § 385.214 (2005), all timely motions to intervene and any motions to intervene out-of-time filed before the issuance date of this order are granted. Amerada Hess Corporation (Amerada Hess) filed a motion for leave to intervene out of time and comments. Granting late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties.

4. PGC, Indicated Shippers, TMG and the Gas Authority protest Transco's proposed use of a price floor of \$50 per Dth for the overrun and OFO penalties. The parties contend that \$50 is excessive, unduly punitive and is not supported by specific data demonstrating that the proposed increase is necessary to deter shipper behavior that would threaten system integrity. PGC, TMG and the Gas Authority assert that the use of the proposed index alone (without the \$50 minimum) would provide more than adequate incentive for shippers to remain in balance because it would automatically adjust with changes in gas prices. PGC further contends that Transco's proposed increase in penalties goes too far by setting an unduly high minimum penalty. PGC points to the U.S. Court of Appeals for the D.C. Circuit which recognized that pipelines may structure their penalty rates to deter arbitrage, but cautioned that pipelines "should not go too far" in their efforts.<sup>26</sup> PGC, Indicated Shippers and Amerada Hess have also proposed alternatives to Transco's proposed unauthorized overrun and OFO penalties ranging from 1.5 times the highest weekly index price to three times the mid point price for the daily index price for the flow day on which the penalty was incurred.

5. The Commission finds that the proposed penalty level is reasonable and accepts the tariff sheets effective December 1, 2005. Penalties are designed to provide an economic disincentive to shippers that might take actions which could threaten the operational integrity of the pipeline in the absence of such penalties. For a penalty to be effective, it must be at a level sufficient to make its incurrence economically undesirable when compared with other choices. Given the current increased gas prices and the possibility of even higher prices in the near future, Transco's current penalties are capped at levels that may no longer act as a deterrent for actions that might threaten pipeline operations. While PGC, Amerada Hess, and Indicated Shippers propose an alternative to the penalties which Transco submitted, Transco's penalty structure for unauthorized

overruns and unauthorized OFO imbalances are for critical periods; thus Transco has met its burden of showing that the revisions are just and reasonable.<sup>27</sup> These tariff provisions state that they are in effect to protect the operational integrity of the pipeline and penalties are not assessed unless the pipeline's operational integrity is threatened. Penalties are assessed only on those shippers who take actions that may compromise pipeline operations, and penalty revenues are credited to shippers which abide by the relevant tariff provisions. In addition, the Commission has recently approved similar provisions on other pipelines as just and reasonable levels for penalties.<sup>28</sup>

6. In further support of their contention that the increase in penalties should be rejected, Indicated Shippers and Amerada Hess state that because of the considerable uncertainty regarding the recovery of Gulf Coast production in the aftermath of the 2005 hurricanes, a cooperative effort between producers and pipelines is necessary, in order to respond quickly to sudden production changes. Indicated Shippers point out that production may be restored at a particular receipt point, only to decline suddenly if the newly repaired or replaced equipment malfunctions. Indicated Shippers contend that the substantial penalties proposed may in fact jeopardize Transco's system integrity by threatening suppliers attempting to restore supplies in the Gulf of Mexico. Should issues related to post hurricane production develop on Transco's system, the Commission expects that Transco and the parties will cooperate to find a workable solution during the recovery period, or, if necessary, that Transco would seek waiver of its tariff.

7. Protestors have also raised concerns regarding when the unauthorized overrun penalty set forth in section 18.4 of Transco's GT&C will apply. TMG and the Gas Authority request that the Commission require Transco to revise the language of section 18.4 of its GT&C to make clear that, consistent with Order No. 637, the overrun penalty will only apply during critical periods. Relatedly, Amerada Hess requests that the Commission reject Transco's proposal to increase penalty for overruns in circumstances in which system integrity is not threatened, *i.e.*, in non-OFO conditions.

8. In Docket No. RP01-236-001 *et. al.*, the Commission directed Transco to explain why the overrun penalty applied on non-critical days in light of the Commission's policy regarding such penalties.<sup>29</sup> In its response, in Docket No. RP01-236-003 *et. al.*, Transco stated that it would only assess an unauthorized overrun penalty if no interruptible capacity were available along the transportation path.<sup>30</sup> Transco also stated that section 18.3 of its GT&C provides that an unauthorized overrun occurs only when a shipper exceeds its contract entitlements and interruptible capacity is limited.<sup>31</sup> In its March 29, 2002 Order, the Commission accepted Transco's explanation that it would only assess an unauthorized overrun penalty if no interruptible capacity was available along the