



January 28, 2009

Shell Energy North America
Two Houston Center
909 Fannin, Plaza Level 1
Houston, TX 77010
www.shell.com/us/energy

Mr. James McNulty, Secretary
Pennsylvania Public Utility Commission
Keystone Building, 400 North Street
2nd Floor, Room N201
Harrisburg, PA 17120

Re: Shell Energy North America (US), L.P.'s retail natural gas supplier license application

Dear Mr. McNulty,

Enclosed please find one (1) original and three (3) copies of Shell Energy North America (US), L.P.'s (Shell Energy) retail natural gas supplier license application for the Commonwealth of Pennsylvania. In addition, the \$350 filing fee is included.

Included with the application package are statements of Shell Energy's financial fitness to do business on the particular LDCs in Pennsylvania in whose territories Shell Energy plans to do business. We are sending copies of Shell Energy's application to these same LDCs as indicated by copies of the cover letters included. It is my understanding that a sample disclosure statement (Appendix B) is not required since Shell Energy does not plan to sell natural gas to residential customers. We have included a sample NAESB contract that we plan to use with large commercial and/or industrial customers. Copies of Shell Energy's application have also been sent to the individuals on page 7 of the application, and copies of those cover letter are also included in this package.

Once we receive verification that our application has been received, Shell Energy will arrange for the newspaper publication of its intention to become a licensed retail natural gas supplier in Pennsylvania.

If there are any questions about this application, please contact me.

Very truly yours,

Amy Gold
General Manager – Regulatory Affairs
Shell Energy North America (US), L.P.
909 Fannin Street
Plaza Level 1
Houston, TX 77010
(713) 230-7812
Amy.gold@shell.com

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JAN 28 2009

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



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Houston, TX 77010
www.shell.com/us/energy

Mr. James McNulty, Secretary
Pennsylvania Public Utility Commission
Keystone Building, 400 North Street
2nd Floor, Room N201
Harrisburg, PA 17120

Re: Shell Energy North America (US), L.P.'s rescission of April 8, 2008 letter

Dear Mr. McNulty,

This letter is being sent as official notice that Shell Energy North America(US), L.P. (Shell Energy) is withdrawing its request to transfer its retail natural gas supplier license no. A-125046 in Coral Energy Resources, L.P.'s name into Shell Energy North America (US), L.P.'s name. We are submitting an entirely new application dated today.

Please contact me if you have any questions concerning this matter.

Very truly yours,

Amy Gold
General Manager – Regulatory Affairs
Shell Energy North America (US), L.P.
909 Fannin Street
Plaza Level 1
Houston, TX 77010
(713) 230-7812
amy.gold@shell.com

cc: Jim Shurskis

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Shell Energy North America (US), L.P. for approval to offer, render, furnish, or as a(n) as specified in item #8 below to the public in the Commonwealth of Pennsylvania.

To the Pennsylvania Public Utility Commission:

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and FAX number of the Applicant are:

Shell Energy North America (US), L.P.
909 Fannin Street
Plaza Level 1
Houston, TX 77010
Phone: (713)-230-7812
Fax: (713) 265-4812

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

Coral Energy Resources, L.P.
909 Fannin Street
Plaza Level 1
Houston, TX 77010
Phone: (713)-230-7812
Fax: (713) 265-4812

2. a. **CONTACT PERSON:** The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

Amy Gold
Shell Energy North America (US), L.P.
909 Fannin Street
Plaza Level 1
Houston, TX 77010
Phone: (713)-230-7812
Fax: (713) 265-4812

- b. **CONTACT PERSON-PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY:** The name, title, address telephone number and FAX number of the person with whom contact should be made by PEMA:

Amy Gold
Shell Energy North America (US), L.P.
909 Fannin Street
Plaza Level 1
Houston, TX 77010
Phone: (713)-230-7812
Fax: (713) 265-4812

3. a. **ATTORNEY:** If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

- b. **REGISTERED AGENT:** If the Applicant does not maintain a principal office in the Commonwealth, the required name, address, telephone number and FAX number of the Applicant's Registered Agent in the Commonwealth are:

**CT Corporation
116 Pine Street
3rd Floor, Suite 320
Harrisburg, PA 17101**

4. **FICTITIOUS NAME:** (select and complete appropriate statement)

The Applicant will be using a fictitious name or doing business as ("d/b/a"):

Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

or

The Applicant will not be using a fictitious name.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** (select and complete appropriate statement)

The Applicant is a sole proprietor.

If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa. C.S. §4124 relating to Department of State filing requirements.

or

The Applicant is a:

- domestic general partnership (*)
- domestic limited partnership (15 Pa. C.S. §8511)
- foreign general or limited partnership (15 Pa. C.S. §4124)
- domestic limited liability partnership (15 Pa. C.S. §8201)
- foreign limited liability general partnership (15 Pa. C.S. §8211)
- foreign limited liability limited partnership (15 Pa. C.S. §8211)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

- * If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

or

The Applicant is a:

- domestic corporation (none)
 foreign corporation (15 Pa. C.S. §4124)
 domestic limited liability company (15 Pa. C.S. §8913)
 foreign limited liability company (15 Pa. C.S. §8981)
 Other _____

The Applicant is organized in the state of Delaware

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation.

See Attachment 1 and 2

Give name and address of officers.

See Attachment 3

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:** (select and complete appropriate statement)

Affiliate(s) of the Applicant doing business in Pennsylvania are:

Shell Oil Company, not a jurisdictional public utility

Give name and address of the affiliate(s) and state whether the affiliate(s) are jurisdictional public utilities.

Shell Oil Company

Houston, TX _____

- Does the Applicant have any affiliation with or ownership interest in:
- (a) any other Pennsylvania retail natural gas supplier licensee or licensee applicant,
 - (b) any other Pennsylvania retail licensed electric generation supplier or license applicant,
 - (c) any Pennsylvania natural gas producer and/or marketer,
 - (d) any natural gas wells or
 - (e) any local distribution companies (LDCs) in the Commonwealth

If the response to parts a, b, c, or d above is affirmative, provide a detailed description and explanation of the affiliation and/or ownership interest.

Not applicable

- Provide specific details concerning the affiliation and/or ownership interests involving:
- (a) any natural gas producer and/or marketers,
 - (b) any wholesale or retail supplier or marketer of natural gas, electricity, oil, propane or other energy sources.

Shell Energy is a marketer of natural gas and electricity at both the wholesale and retail levels in markets across the country.

- Provide the Pa PUC Docket Number if the applicant has ever applied:
 (a) for a Pennsylvania Natural Gas Supplier license: A-125046
 (b) for a Pennsylvania Electric Generation Supplier license: A-110116
- If the Applicant or an affiliate has a predecessor who has done business within Pennsylvania, give name and address of the predecessor(s) and state whether the predecessor(s) were jurisdictional public utilities.

Coral Energy Resources, L.P.
909 Fannin Street
Plaza Level 1
Houston, TX 77010

This predecessor was not a jurisdictional public utility.

or

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.

7. **APPLICANT'S PRESENT OPERATIONS:** (select and complete the appropriate statement)

- The Applicant is presently doing business in Pennsylvania as a
- natural gas interstate pipeline.
 - municipal providing service outside its municipal limits.
 - local gas distribution company*
 - retail supplier of natural gas services in the Commonwealth
 - a natural gas producer
 - Other. (Identify the nature of service being rendered.)

or

- The Applicant is not presently doing business in Pennsylvania.

8. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- supplier of natural gas services.
- Municipal supplier of natural gas services.
- Cooperative supplier of natural gas services.
- Broker/Marketer engaged in the business of supplying natural gas services.
- Aggregator engaged in the business of supplying natural gas services.
- Other (Describe):

9. **PROPOSED SERVICES:** Generally describe the natural gas services which the Applicant proposes to offer.

Natural gas sales to large commercial and industrial customers.

10. **SERVICE AREA:** Generally describe the geographic area in which Applicant proposes to offer services.

All LDC territories

11. **CUSTOMERS:** Applicant proposes to initially provide services to:

- Residential Customers
- Commercial Customers - (Less than 6,000 Mcf annually)
- Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):

12. **START DATE:** The Applicant proposes to begin delivering services January, 2009

13. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, serve a copy of the signed and verified Application with attachments on the following:

Irwin A. Popowsky
Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120-1921

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

William R. Lloyd, Jr.
Commerce Building, Suite 1102
Small Business Advocate
300 North Second Street
Harrisburg, PA 17101

Commonwealth of Pennsylvania
Department of Revenue
Bureau of Compliance
Harrisburg, PA 17128-0946

Any of the following Natural Gas Distribution Companies through whose transmission and distribution facilities the applicant intends to supply customers:

<p>Valley Energy Inc. Robert Crocker 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: rcrocker@ctenterprises.org</p>	<p>National Fuel Gas Distribution Corp. Paul R. Mundy 10 Lafayette Square Buffalo, NY 14203 PH: 716.857.7756 FAX: 716.857.7479 e-mail: mundyp@natfuel.com</p>
<p>PPL Gas Utilities Corporation Curtis L. Rounds or Edward L. Farber 555 Camargo Road Quarryville, PA 17566 PH: 717.519.2922 717.519.2923 FAX: 717.806.1907 717.806.1907 e-mail: clounds@pplweb.com or elfarber@pplweb.com</p>	<p>The Peoples Natural Gas Company Joe Gregorini or Bill McKeown 625 Liberty Avenue Pittsburgh, PA 15222 e-mail: jgregorini@png.cng.com PH: 412.497.6851 or 412.497.6840 FAX: 412.497.6630</p>
<p>T. W. Phillips Gas and Oil Company Robert M. Hovanec 205 North Main Street Butler, PA 16001 PH: 724.287.2725 FAX: 724.287.5021 e-mail: rhovanec@twphillips.com</p>	<p>UGI Chris Brown or Bob Krieger PO Box 12677 or 225 Morgantown Rd Reading, PA 15222 Reading, PA 15222 PH: 610.796.3425 PH: 610.796.3516 FAX: 610.796.3559</p>
<p>PG Energy Richard N. Marshall or Wendy K. Saxe One PEI Center Wilkes-Barre, PA 18711-0601 e-mail: marshall@pgenergy.com or saxe@pgenergy.com PH: 570.829.8795 FAX: 570.829.8652</p>	<p>Equitable Gas Company Jerald Moody 225 North Shore Drive Pittsburgh, PA 15212-5352 PH: 412.395.3209 FAX: 412.395.3335</p>
<p>Carnegie Natural Gas Company Donald A. Melzer 800 Regis Avenue Pittsburgh, PA 19236 PH: 412.655.8510 ext. 331 FAX: 412.655.0335</p>	<p>Columbia Gas of PA, Inc. Heather Bauer 200 Civic Center Drive Columbus, OH 43215 PH: 614.460.6254 or 614.460.5554 FAX: 614.460.4291</p>
<p>Philadelphia Gas Works Eric Burgis 800 West Montgomery Avenue Philadelphia, PA 19122 email: eric.burgis@pgworks.com PH: 215.684.6907 FAX: 215.684.6564</p>	<p>PECO Amy Hamilton, Manager Gas Regulatory and Transportation 2301 Market Street, S9-1 Philadelphia, PA 19103 Email: amy.hamilton@exeloncorp.com PH: 215.841.6783</p>

Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, attach Proof of Service of the Application and attachments upon the above named parties. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14.

14. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix B to this application.

15. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, by name, subject and citation, dealing with business operations, in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

See Attachment 4

16. **STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION:** All services should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

a. **Contacts for Consumer Service and Complaints:** Provide the name, title, address, telephone number and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with Applicant, the Distribution Company, the Pennsylvania Public Utility Commission or other agencies.

Dave French, Director
Shell Energy North America (US), L.P.
4 Clinton Square, Suite 101
Syracuse, NY 13202
Phone: (315) 423-4803
Fax: (713) 265-2151

Susan Smith, Internal Marketing Representative
Shell Energy North America (US), L.P.
4 Clinton Square, Suite 101
Syracuse, NY 13202
Phone: (315) 423-4817
Fax: (713) 265-2153

b. Provide a copy of all standard forms or contracts that you use, or propose to use, for service provided to residential customers.

Shell Energy will not serve residential customers.

c. If proposing to serve Residential and/or Small Commercial customers, provide a disclosure statement. A sample disclosure statement is provided as Appendix B to this Application.

Shell Energy will not serve residential customers.

17. **FINANCIAL FITNESS:**

A. Applicant shall provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

See Attachment 5

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.

See Attachment 6

- Published parent company financial and credit information.

See Attachment 5

- Applicant's balance sheet and income statement for the most recent fiscal year. Published financial information such as 10K's and 10Q's may be provided, if available.
- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form or other independent financial service reports.

See Attachment 5

- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.

**Noble (US), reinsured through Solen Versicherungen (AG) Switzerland
[3rd party liability \$150 million/occurrence]**

- Audited financial statements

See Attachment 5

- Such other information that demonstrates Applicant's financial fitness.

B. Applicant must provide the following information:

- Identify Applicant's chief officers including names and their professional resumes.

See Attachment 7

- Provide the name, title, address, telephone number and FAX number of Applicant's custodian for its accounting records.

**Jennifer Muse
Sr. Manager – Financial Reporting
909 Fannin Street
Plaza Level 1
Houston, TX 77010
Phone: (713) 230-3585
Fax: (713) 265-3585**

18. **TECHNICAL FITNESS:** To ensure that the present quality and availability of service provided by natural gas utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- The identity of the Applicant's officers directly responsible for operations, including names and their professional resumes.

See Attachment 8

- A copy of any Federal energy license currently held by the Applicant.

See Attachment 9

- Proposed staffing and employee training commitments.

Shell Energy has a total of approximately 1,100 employees working from offices across the US. Its employees who will be active in Pennsylvania are experienced energy marketers. There is specific job-related training relevant roles, and all employees attend annual ethics training..

- Business plans.

Shell Energy plans to expand its wholesale activities to supply additional retail marketers, and to make direct sales to large retail customers in Pennsylvania.

19. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa. C.S. Section 2208(D). Transferee will be required to file the appropriate licensing application.

20. **UNIFORM STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission.
21. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:
- a. **Reports of Gross Receipts:** Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on an annual basis no later than 30 days following the end of the calendar year.
- Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 22 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive natural gas market.
22. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur in the information upon which the Commission relied in approving the original filing.

23. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

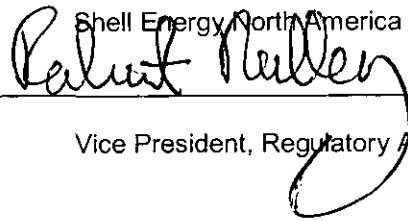
24. **FEE:** The Applicant has enclosed the required initial licensing fee of \$350.00 payable to the Commonwealth of Pennsylvania.

Applicant: Shell Energy North America (US), L.P.

By: _____

Title:

Vice President, Regulatory Affairs

A handwritten signature in black ink, appearing to read "Robert Miller", is written over a horizontal line. The signature is cursive and extends below the line.

AFFIDAVIT

State of Texas

ss.

County of Harris

Robert Reilley, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He is the Vice President of Regulatory Affairs of Shell Energy North America (US), L.P.;

That he is authorized to and does make this affidavit for said Applicant;

That Shell Energy North America (US), L.P., the Applicant herein, acknowledges that [Applicant] may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

That Shell Energy North America (US), L.P., the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render natural gas supply service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That Shell Energy North America (US), L.P., the Applicant herein, certifies to the Commission that it is subject to, will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Act of 1971 and any tax imposed by Chapter 22 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional natural gas sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa. C.S. §506 (relating to the inspection of facilities and records).

Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

That Shell Energy North America (US), L.P., the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506, and the standards and billing practices of 52 PA. Code Chapter 56.

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

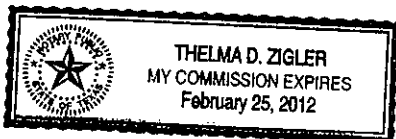
That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Commission's Office of Communications or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.

Robert Kelley

Signature of Affiant

Sworn and subscribed before me this 28th day of JANUARY, 2009.



Thelma D. Zigler

Signature of official administering oath

My commission expires 2/25/2012

AFFIDAVIT

State of Texas :
: ss.

County of Harris :

Robert Reilley, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He is the Vice President of Regulatory Affairs of Shell Energy North America (US), L.P.;

That he is authorized to and does make this affidavit for said Applicant;

That the Applicant herein Shell Energy North America (US), L.P. has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as a natural gas supplier pursuant to 66 Pa. C.S. §2208(c)(1).

That the Applicant herein Shell Energy North America (US), L.P. has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein Shell Energy North America (US), L.P. acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein Shell Energy North America (US), L.P. acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

Robert Reilley

Signature of Affiant

Sworn and subscribed before me this 28th day of JANUARY, 2009.



Thelma D. Zigler

Signature of official administering oath

My commission expires 2/25/2012.

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Irwin A. Popowsky
Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120-1921

Re: Shell Energy North America (US), L.P.'s retail natural gas license application

Dear Mr. Popowsky,

Enclosed please find a copy of Shell Energy North America (US), L.P.'s (Shell Energy) retail natural gas license application for Pennsylvania. It is Shell Energy's intention to sell retail natural gas to large commercial and industrial customers in the Commonwealth of Pennsylvania.

Please contact me if you should have any questions about this application.

Very truly yours,

Amy Gold
General Manager – Regulatory Affairs
Shell Energy North America (US), L.P.
909 Fannin St.
Plaza Level 1
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(713) 230-7812
amy.gold@shell.com

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cc: James McNulty, Secretary PAPUC



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Commonwealth of Pennsylvania
Department of Revenue
Bureau of Compliance
Harrisburg, PA 17128-0946

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To Whom It May Concern,

Enclosed please find a copy of Shell Energy North America (US), L.P.'s (Shell Energy) retail natural gas license application for Pennsylvania. It is Shell Energy's intention to sell retail natural gas to large commercial and industrial customers in the Commonwealth of Pennsylvania.

Please contact me if you should have any questions about this application.

Very truly yours,

A handwritten signature in cursive script that reads "Amy Gold".

Amy Gold
General Manager – Regulatory Affairs
Shell Energy North America (US), L.P.
909 Fannin St.
Plaza Level 1
Houston, TX 77010
(713) 230-7812
amy.gold@shell.com

cc: James McNulty, Secretary PAPUC



January 28, 2009

William R. Lloyd, Jr.
Commerce Building, Suite 1102
Small Business Advocate
300 North Second St.
Harrisburg, PA 17120

Shell Energy North America
Two Houston Center
909 Fannin, Plaza Level 1
Houston, TX 77010
www.shell.com/us/energy

Re: Shell Energy North America (US), L.P.'s retail natural gas license application

Dear Mr. Lloyd,

Enclosed please find a copy of Shell Energy North America (US), L.P.'s (Shell Energy) retail natural gas license application for Pennsylvania. It is Shell Energy's intention to sell retail natural gas to large commercial and industrial customers in the Commonwealth of Pennsylvania.

Please contact me if you should have any questions about this application.

Very truly yours,

A handwritten signature in cursive script that reads "Amy Gold".

Amy Gold
General Manager – Regulatory Affairs
Shell Energy North America (US), L.P.
909 Fannin St.
Plaza Level 1
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cc: James McNulty, Secretary PAPUC



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Strawberry Square, 14th Floor
Harrisburg, PA 17120

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A handwritten signature in cursive script that reads "Amy Gold".

Amy Gold
General Manager – Regulatory Affairs
Shell Energy North America (US), L.P.
909 Fannin St.
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cc: James McNulty, Secretary PAPUC



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Shell Energy North America
Two Houston Center
909 Fannin, Plaza Level 1
Houston, TX 77010
Tel 1+ 713 767 5400
www.shell.com/us/energy

PG Energy
Richard N. Marshall
One PEI Center
Wilkes-Barre, PA 18711-0601

Enclosed please find Shell Energy North America (US), L.P.'s (Shell Energy) application to be a retail supplier of natural gas in the Commonwealth of Pennsylvania. It is Shell Energy's intention to supply large commercial and industrial customers with natural gas supplies in the PG Energy service territory.

If you have any questions or need additional information, please contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Amy Gold".

Amy Gold
General Manager – Regulatory Affairs
Shell Energy North America (US), L.P.
909 Fannin St.
Plaza Level 1
Houston, TX 77010
(713) 230-7812
amy.gold@shell.com



January 28, 2009

Shell Energy North America
Two Houston Center
909 Fannin, Plaza Level 1
Houston, TX 77010
Tel 1+ 713 767 5400
www.shell.com/us/energy

The Peoples Natural Gas Company
Joe Gregorini
625 Liberty Avenue
Pittsburgh, PA 15222

Enclosed please find Shell Energy North America (US), L.P.'s (Shell Energy) application to be a retail supplier of natural gas in the Commonwealth of Pennsylvania. It is Shell Energy's intention to supply large commercial and industrial customers with natural gas supplies in The Peoples Natural Gas Company service territory.

If you have any questions or need additional information, please contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Amy Gold".

Amy Gold
General Manager – Regulatory Affairs
Shell Energy North America (US), L.P.
909 Fannin St.
Plaza Level 1
Houston, TX 77010
(713) 230-7812
amy.gold@shell.com



January 28, 2009

Shell Energy North America
Two Houston Center
909 Fannin, Plaza Level 1
Houston, TX 77010
Tel 1+ 713 767 5400
www.shell.com/us/energy

UGI
Chris Brown
225 Morgantown Rd
Reading, PA 15222

Enclosed please find Shell Energy North America (US), L.P.'s (Shell Energy) application to be a retail supplier of natural gas in the Commonwealth of Pennsylvania. It is Shell Energy's intention to supply large commercial and industrial customers with natural gas supplies in the UGI service territory.

If you have any questions or need additional information, please contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Amy Gold".

Amy Gold
General Manager – Regulatory Affairs
Shell Energy North America (US), L.P.
909 Fannin St.
Plaza Level 1
Houston, TX 77010
(713) 230-7812
amy.gold@shell.com



January 28, 2009.

Shell Energy North America
Two Houston Center
909 Fannin, Plaza Level 1
Houston, TX 77010
Tel 1+ 713 767 5400
www.shell.com/us/energy

Equitable Gas Company
Jerald Moody
225 North Shore Drive
Pittsburgh, PA 15212-5352

Enclosed please find Shell Energy North America (US), L.P.'s (Shell Energy) application to be a retail supplier of natural gas in the Commonwealth of Pennsylvania. It is Shell Energy's intention to supply large commercial and industrial customers with natural gas supplies in the Equitable Gas Company service territory.

If you have any questions or need additional information, please contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Amy Gold".

Amy Gold
General Manager – Regulatory Affairs
Shell Energy North America (US), L.P.
909 Fannin St.
Plaza Level 1
Houston, TX 77010
(713) 230-7812
amy.gold@shell.com



January 28, 2009

Shell Energy North America
Two Houston Center
909 Fannin, Plaza Level 1
Houston, TX 77010
Tel 1+ 713 767 5400
www.shell.com/us/energy

Columbia Gas of PA, Inc.
Heather Bauer
20 Civic Center Drive
Columbus, OH 43215

Enclosed please find Shell Energy North America (US), L.P.'s (Shell Energy) application to be a retail supplier of natural gas in the Commonwealth of Pennsylvania. It is Shell Energy's intention to supply large commercial and industrial customers with natural gas supplies in the Columbia Gas of PA, Inc. service territory.

If you have any questions or need additional information, please contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Amy Gold".

Amy Gold
General Manager – Regulatory Affairs
Shell Energy North America (US), L.P.
909 Fannin St.
Plaza Level 1
Houston, TX 77010
(713) 230-7812
amy.gold@shell.com



January 28, 2009

Shell Energy North America
Two Houston Center
909 Fannin, Plaza Level 1
Houston, TX 77010
Tel 1+ 713 767 5400
www.shell.com/us/energy

PECO
Amy Hamilton
Manager Gas Regulatory & Transportation
2301 Market Street, S9-1
Philadelphia, PA 19103

Enclosed please find Shell Energy North America (US), L.P.'s (Shell Energy) application to be a retail supplier of natural gas in the Commonwealth of Pennsylvania. It is Shell Energy's intention to supply large commercial and industrial customers with natural gas supplies in the PECO service territory.

If you have any questions or need additional information, please contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Amy Gold".

Amy Gold
General Manager – Regulatory Affairs
Shell Energy North America (US), L.P.
909 Fannin St.
Plaza Level 1
Houston, TX 77010
(713) 230-7812
amy.gold@shell.com



UGI Utilities, Inc.
100 Kachel Boulevard, Suite 400
Post Office Box 12677
Reading, PA 19612-2677
(610) 796-3400 Telephone

November 6, 2008

Priscilla Oliveira
Shell Energy North America
Two Huston Center
909 Fannin, Plaza Level 1
Houston, TX 77010

Dear Ms. Oliveira:

As of October 31, 2008, Shell Energy North America has fulfilled all of their payment obligations to UGI Utilities, Inc., UGI Penn Natural Gas, Inc., and UGI Central Penn Gas, Inc. (formerly PPL Gas Utilities, Inc.). No outstanding balances exist and they are in good standing from a credit perspective.

Please contact me with any other questions you may have on these matters at 610-796-3522.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Andrew M. Franco', written over a horizontal line.

Andrew M. Franco
Manager of Gas Supply -
Planning and Procurement



225 North Shore Drive
Pittsburgh, PA 15212-5661
www.eqtl.com

TEL 412.395.3915
FAX 412.395.3588

November 4, 2008

Shell Energy North America (US), L.P.
Two Houston Center
909 Fannin, Plaza Level 1
Houston, TX 77010

Dear Mrs. Oliveira:

Equitable Gas Co. has determined that Shell Energy North America (US), L.P. is a creditworthy counterparty. Equitable is willing to establish an unsecured line of credit in the name of Shell Energy North America (US), L.P., without a parental guaranty. The decision from Equitable is based on a satisfactory payment history, along with an S&P rating of A-.

If there are any further questions regarding this matter, please contact me at 412.395.3915.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Morris".

Matthew Morris

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: _____ . The parties to this Base Contract are the following:

Shell Energy North America (US), L.P., _____
a Delaware limited partnership
Duns Number: _____
Contract Number: _____
U.S. Federal Tax ID Number: _____

and _____
Duns Number: _____
Contract Number: _____
U.S. Federal Tax ID Number: _____

Notices:
909 Fannin, Plaza Level 1, Houston, TX 77010
Attn: Contracts North America
Phone: (713) 230-7505 Fax: (713) 767-5644

Attn: _____
Phone: _____ Fax: _____

Confirmations:
909 Fannin, Plaza Level 1, Houston, TX 77010
Attn: Contracts North America
Phone: (713) 230-7505 Fax: (713) 265-2171

Attn: _____
Phone: _____ Fax: _____

Invoices and Payments:
909 Fannin, Plaza Level 1, Houston, TX 77010
Attn: Gas Accounting
Phone: (713) 767-5400 Fax: (713) 767-5445

Attn: _____
Phone: _____ Fax: _____

Wire Transfer or ACH Numbers (if applicable):
BANK: Citibank, N.A.
ABA: _____
ACCT: _____
Other Details: _____

BANK: _____
ABA: _____
ACCT: _____
Other Details: _____

RECEIVED

JAN 28 2009

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select only one box from each section:

Section 1.2 Transaction Procedure	◆ Oral (default) <input type="checkbox"/> Written	Section 7.2 Payment Date	◆ 25 th Day of Month following Month of delivery (default) <input type="checkbox"/> _____ Day of Month following Month of delivery
Section 2.5 Confirm Deadline	◆ 2 Business Days after receipt (default) <input type="checkbox"/> _____ Business Days after receipt	Section 7.2 Method of Payment	◆ Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check
Section 2.6 Confirming Party	<input type="checkbox"/> Seller (default) <input type="checkbox"/> Buyer ◆ <u>Shell Energy North America (US), L.P.</u>	Section 7.7 Netting	◆ Netting applies (default) <input type="checkbox"/> Netting does not apply
Section 3.2 Performance Obligation	◆ Cover Standard (default) <input type="checkbox"/> Spot Price Standard	Section 10.3.1 Early Termination Damages	◆ Early Termination Damages Apply (default) <input type="checkbox"/> Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding.		Section 10.3.2 Other Agreement Setoffs	◆ Other Agreement Setoffs Apply (default) <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
Section 2.26 Spot Price Publication	◆ Gas Daily Midpoint (default) <input type="checkbox"/> _____	Section 14.5 Choice Of Law	_____ Texas _____
Section 6 Taxes	◆ Buyer Pays At and After Delivery Point (default) <input type="checkbox"/> Seller Pays Before and At Delivery Point	Section 14.10 Confidentiality	◆ Confidentiality applies (default) <input type="checkbox"/> Confidentiality does not apply
◆ Special Provisions Number of sheets attached: <u>Two (2)</u>			
◆ Addendum(s): <u>Exhibit B – Credit Support Addendum</u>			

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

SHELL ENERGY NORTH AMERICA (US), L.P.
Party Name

Party Name

By _____ **[NOT FOR EXECUTION]**
Name:
Title:

By _____ **[NOT FOR EXECUTION]**
Name:
Title:

Dominion Peoples
1201 Pitt Street, Pittsburgh, PA 15221
Web Address: www.dom.com



January 28, 2009

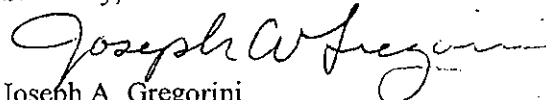
Priscilla Oliveira
Shell Energy North America
Two Houston Center
909 Fannin, Plaza Level 1
Houston, TX 77010

Dear Ms. Oliveira:

This letter serves as notification that Dominion Peoples does not require Shell Energy North America to provide a security or credit enhancement. A security or credit enhancement is not required because Shell Energy North America is not currently operating and has no immediate plans to operate a Non-Priority One Pool or a Priority One Pool on the Dominion Peoples' system. However, if in the future Shell Energy North America desires to establish a Non-Priority One Pool or a Priority One Pool on the Dominion Peoples system, Shell Energy North America may be required to establish a security or credit enhancement based on the terms set forth under Paragraphs 6 and 7 of the Rules and Regulations of Dominion Peoples' Supplier Tariff.

If you have any questions feel free to contact me at 412-473-4146.

Sincerely,



Joseph A. Gregorini
Manager, Pricing and Regulatory Affairs
The Peoples Natural Gas Company

RECEIVED

JAN 28 2009

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Columbia Gas[®]
of Pennsylvania

A NiSource Company

Gas Transportation & Sales Support
200 Civic Center Drive
Columbus, OH 43215

January 8, 2009

Ms. Priscilla Oliveira
Shell Energy North America
Two Houston Center
909 Fannin, Plaza Level 1
Houston, TX 77010

Dear Ms Oliveira:

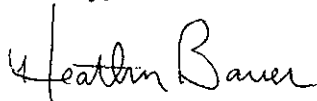
We are pleased that Shell Energy North America (US), LP has applied for a license to provide Natural Gas Supply Service on the distribution system of Columbia Gas of Pennsylvania, Inc. ("Columbia Gas").

Under Paragraph 2.4.5 of the Rules Applicable to Distribution Service section of the Tariff of Columbia Gas, Shell Energy North America (US), LP could be required to provide to Columbia Gas a bond or other financial security instrument in an amount that Columbia Gas determines to be appropriate. We have determined at this time that Shell Energy North America (US), LP, does not need a bond or other financial security requirement to provide Natural Gas Supply Service to Columbia Gas customers.

If the creditworthiness requirement or Columbia Gas' exposure to Shell Energy North America (US), LP changes in the future, Columbia Gas might deem it appropriate to require Shell Energy North America (US), LP to provide a bond or other financial security instrument.

Please feel free to contact me at 614-460-5554 should you have any questions regarding a bond or other financial security instrument requirements of Columbia Gas.

Sincerely,



Heather Bauer
Director, Gas Transportation and Sales Support

Gold, Amy SENA-STE/7

From: john.mccawley@peco-energy.com
Sent: Wednesday, December 17, 2008 2:15 PM
To: Gold, Amy SENA-STE/7; jshurskis@state.pa.us
Cc: john.mccawley@peco-energy.com; dick.webster@peco-energy.com; egc@exeloncorp.com
Subject: Shell - Financial Fitness - Natural Gas Supplier in PECO ENERGY Territory

Amy Gold and Jim Shurskis,

Per our phone conversation, PECO Energy considers Shell Energy North America financially fit to transact business as a Natural Gas Supplier to customers in the PECO Energy service territory. At the present time, because Shell is not currently serving customers in the PECO territory, PECO's natural gas supplier tariff does not require Shell to post Surety with PECO. PECO will work to qualify Shell under its supplier tariff and will require Shell to post Surety collateral as required by the supplier tariff prior to transferring customers to Shell.

This email should satisfy some of Shell's requirements to register as an NGS with the state, but if you need more, or something different, I would be happy to provide it.

Regards,

John McCawley

John J. McCawley
Director, Energy Acquisition
PECO Energy

john.mccawley@exeloncorp.com

S14-2, 2301 Market Street
Philadelphia, PA 19101- 8699

w 215. 841. 4854
f 215. 841. 4728

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General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.7.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract. However, nothing herein shall be construed as a waiver of any objection to the admissibility of such evidence.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.2. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.3. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).

- 2.4. "Business Day" shall mean any day except Saturday, Sunday or Federal Reserve Bank holidays.
- 2.5. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.6. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.7. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation.
- 2.8. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.9. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.10. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.11. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature.
- 2.12. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.13. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.14. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.15. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.16. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.17. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.18. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.19. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.20. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.21. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.22. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.23. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.24. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.25. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.26. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average

of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.27. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.28. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.29. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

<p>The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.</p>
<p>Cover Standard:</p> <p>3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s); or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s); or (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available, then the sole and exclusive remedy of the performing party shall be any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller and received by Buyer for such Day(s). Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.</p>
<p>Spot Price Standard:</p> <p>3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.</p>

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 14.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payments and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount and for the term reasonably acceptable to X, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or a performance bond or guaranty (including the issuer of any such security).

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; or (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law or that are, in the reasonable opinion of the Non-Defaulting Party, commercially impracticable to liquidate and terminate ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is reasonably practicable, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff (i) any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any Credit Support Obligation relating to the Contract; or (ii) any Net Settlement Amount payable to the Defaulting Party against any amount(s) payable by the Defaulting Party to the Non-Defaulting Party under any other agreement or arrangement between the parties.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount shall accrue from the date due until the

date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2:

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6 and Section 10, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MISCELLANEOUS

14.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

14.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

14.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

14.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

14.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

14.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

14.7. There is no third party beneficiary to this Contract.

14.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

14.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

14.10. Unless the parties have elected on the Base Contract not to make this Section 14.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, or (iv) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

14.11 The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____ Transaction Confirmation #: _____	
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.		
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	
Contract Price: \$ _____ /MMBtu or _____		
Delivery Period: Begin: _____, _____ End: _____, _____		
Performance Obligation and Contract Quantity: (Select One)		
Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location):		
Special Conditions: 		
Seller: _____ [NOT FOR EXECUTION] By: _____ Title: _____ Date: _____	Buyer: _____ [NOT FOR EXECUTION] By: _____ Title: _____ Date: _____	

**SPECIAL PROVISIONS TO BASE CONTRACT FOR
SALE AND PURCHASE OF NATURAL GAS (FORM NAESB Standard 6.3.1)
BY AND BETWEEN SHELL ENERGY NORTH AMERICA (US), L.P. AND [COUNTERPARTY NAME]
DATED _____ 1, 20__**

SECTION

- 1.2** Oral Transaction Procedure:
Delete the fifth sentence, and replace with the following: "Notwithstanding the foregoing sentence, the parties agree that *Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by the Section 1.2 (Oral Transaction Procedure); provided, however, the parties agree that with respect to any transaction having a Delivery Period of less than one Month that such transactions shall be documented by a recording of the telephone transaction and that neither party shall submit a written Transaction Confirmation. If any transaction having a Delivery Period of less than one Month is not recorded by the Confirming Party, then the Confirming Party shall, and the other party may, confirm such transaction by sending a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means. The failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties.*"
- 1.4** At the end of Section 1.4, insert the following text: "For those transactions documented by telephone recordings, no such transaction shall be vitiated should a malfunction occur in equipment regularly utilized for recording transactions or retaining any recorded transactions or the operation thereof, and in such event the transaction shall be evidenced by the written and computer records of the parties concerning the transaction made contemporaneously with the telephone conversation."
- 2.27** At the end of the sentence add the phrase: "except for those transactions having a Delivery Period of less than one Month which are documented by telephone recordings pursuant to Section 1.2."
- 5** Add the following sentence at the end of the paragraph: "EXCEPT FOR THE OTHER PROVISIONS IN THIS SECTION 5, SELLER HEREBY NEGATES ALL EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING THOSE RELATING TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE."
- 10.1** Delete in its entirety and replace with the following paragraph under Section 10.1: "During the term of this Contract, the parties shall be required to meet and maintain the requirements contained in the Credit Support Addendum attached hereto as Exhibit B and incorporated herein."
- 10.2** Delete the following text from Section 10.2: "(vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; or (viii)" and replace with, "or (vii)".
- 10.3.1** Add the following sentence to the end of the first paragraph of Section 10.3.1: "If the determination pursuant to clauses (x) and (y) above of the difference between the Market Value(s) and Contract Value(s) of all the Terminated Transactions does not result in an amount being owed to the Non-Defaulting Party, it shall be deemed that such difference is zero."
- 11.2** Insert the phrase "and (vi) a claim of Force Majeure of the foregoing type by a third party supplying the Gas delivered or to be delivered hereunder" before the period and after the word "jurisdiction" in the seventh line of Section 11.2.
- 12** Delete the second sentence of Section 12 and replace it with the following: "The rights of either party pursuant to: (i) Section 7.6, (ii) Section 10, (iii) Section 13, (iv) Section 14.10, (v) Waiver of Jury Trial provisions (if applicable), (vi) Arbitration provisions (if applicable), (vii) the obligation to make payment hereunder, and (viii) the obligation of either party to indemnify the other pursuant hereto, shall survive the termination of the Base Contract or any transaction."
- 14.10** Add the following new sentence to the end of the first paragraph of Section 14.10: "With respect to financial statements provided in connection with the Contract, this obligation shall survive for a period of three (3) years following the date such financial statements were provided to a party."

In addition to the foregoing, the Special Provisions to Sections 10.2, 10.3, 14.11 and 14.12 provided below shall apply, but only to transactions having a Delivery Point located in the State of New York. For the avoidance of doubt, all transactions under this Contract with a Delivery Point located outside of the State of New York, the Special Provisions listed below shall be inapplicable and inoperative.

- 10.2** In the 10th line delete "immediately" and add the following phrase after "upon": "15 Days, or the lesser amount as required by the New York Public Service Commission, from such".
- 10.3** In the second line, delete both references of "given" and replace them both with "effective".

14.11 Delete in its entirety and replace with the following paragraph under Section 14.11: "Upon mutual agreement of the parties, any dispute or need of interpretation arising out of this Contract may be submitted to binding arbitration by one arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by either party, and does not have a direct or indirect interest in either party or the subject matter of the arbitration. Such arbitrator shall either be mutually agreed by the parties within thirty (30) Days after written notice from either party requesting arbitration, or, failing agreement, then such arbitrator shall be selected under the expedited rules of the American Arbitration Association ("AAA"). Such arbitration shall be held in New York City. The commercial arbitration rules of the AAA shall apply to the extent not inconsistent with the rules specified above. The award shall be in writing and signed by the arbitrator, and shall include a statement regarding the reasons for the disposition of any claim. The award shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. Each party shall divide equally the cost of the hearing, and each shall be responsible for its own expenses and those of its counsel or other representative. Buyer further agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or in connection with this Contract, shall be resolved individually, without resort to any form of class action."

14.12 Add the following new Section 14.12:

"Customer Information. The sale of Gas by Seller to Buyer is covered by the terms and conditions of this Contract. The services provided by the local distribution company will continue to be protected by the State of New York's Home Energy Fair Practices Act and/or the New York Public Service Commission's Non-Residential Regulations. Should Buyer have any questions or require additional information regarding this Contract, Buyer can contact Seller at the notice address and telephone number set forth on the first page of the Base Contract. Buyer may also request information by contacting the New York State Public Service Commission ("NYPSC") at 1-800-342-3377, or by writing the NYPSC's Department of Public Service at the Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223-1350, or by e-mail at <http://www.dps.state.ny.us>. Buyer understands that the NYPSC will not regulate the price of natural gas or the transportation service of the Gas to the local distribution company, but that the NYPSC will only regulate the local distribution company. The following local distribution company telephone numbers are provided for Buyer's convenience:

Consolidated Edison: 1-800-752-6633

Keyspan: 1-800-539-7726

National Fuel: 1-800-365-3234

Niagara Mohawk: 1-800-892-2345

NYSEG: 1-800-572-1121

St. Lawrence: 1-800-673-3301"

INITIAL/APPROVAL

COUNTERPARTY	
SHELL ENERGY	

EXHIBIT B

CREDIT SUPPORT ADDENDUM

[TO BE PROVIDED BY SHELL ENERGY'S CREDIT DEPARTMENT]

APPENDIX A

**COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

TAX CERTIFICATION STATEMENT

A completed Tax Certification Statement must accompany all applications for new licenses, renewals or transfers. Failure to provide the requested information and/or any outstanding state income, corporation, and sales (including failure to file or register) will cause your application to be rejected. If additional space is needed, please use white 8 1/2" x 11" paper. Type or print all information requested.

1. CORPORATE OR APPLICANT NAME Shell Energy North America (US) L.P.	2. BUSINESS PHONE NO. (713) 767-5400 CONTACT PERSON(S) FOR TAX ACCOUNTS: See below
3. TRADE/FICTITIOUS NAME (IF ANY) Shell Energy; Shell Energy North America	
4. LICENSED ADDRESS (STREET, RURAL ROUTE, P.O. BOX NO.) (POST OFFICE) (STATE) (ZIP) 909 FANNIN ST, PLAZA LEVEL 1 HOUSTON TX 77010	
5. TYPE OF ENTITY <input type="checkbox"/> SOLE PROPRIETOR <input checked="" type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION * Limited Partnership	

8. LIST OWNER(S), GENERAL PARTNERS, OR CORPORATE OFFICER(S)	
NAME (PRINT) TEJAS CORAL GP, LLC (GENERAL PARTNER)	SOCIAL SECURITY NUMBER (OPTIONAL) [REDACTED]
NAME (PRINT) MARK QUARTERMAIN (CHIEF EXECUTIVE OFFICER)	SOCIAL SECURITY NUMBER (OPTIONAL) [REDACTED]
NAME (PRINT) TROY DOUGHERMAN (VICE PRES - CORPORATE FINANCE)	SOCIAL SECURITY NUMBER (OPTIONAL) [REDACTED]
NAME (PRINT) ROBERT REILLEY (VICE PRES. - REGULATORY AFFAIRS)	SOCIAL SECURITY NUMBER (OPTIONAL) [REDACTED]
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL) [REDACTED]

9. LIST THE FOLLOWING STATE TAX IDENTIFICATION NUMBERS. (ALL ITEMS: A, B, AND C MUST BE COMPLETED)			
A. SALES TAX LICENSE (8 DIGITS) 814-41718591-91	APPLICATION PENDING <input type="checkbox"/>	N/A <input type="checkbox"/>	C. CORPORATE BOX NUMBER (7 DIGITS) 317181911719
B. EMPLOYER ID (EIN) (9 DIGITS) 76-048106415	APPLICATION PENDING <input type="checkbox"/>	N/A <input type="checkbox"/>	

10. Do you have PA employees either resident or non-resident? YES NO

11. Do you own any assets or have an office in PA? YES NO

NAME AND PHONE NUMBER OF PERSON(S) RESPONSIBLE FOR FILING TAX RETURNS	
Mr. Andre Lategan PA SALES AND USE TAX TAX DIRECTOR PHONE (713) 230 3822	NOT APPLICABLE EMPLOYER TAXES Ms. Linda Kelly CORPORATE TAXES Manager of State Income TAX PHONE (713) 241-5166

Telephone inquiries about this form may be directed to the Pennsylvania Department of Revenue at the following numbers:
 (717) 772-2673, TDD# (717) 772-2252 (Hearing Impaired Only)

RECEIVED

JAN 28 2009

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

ATTACHMENT 1

RECEIVED

JAN 28 2009

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
206 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.STATE.PA.US/CORP

Shell Energy North America (US), L.P.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 3789179

CT CORPORATION SYSTEM
100 Pine Street, Suite 325
Harrisburg, PA 17101

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Registration - Foreign
(15 Pa.C.S.)

- Registered Limited Liability General Partnership (§ 8211)
- Registered Limited Liability Limited Partnership (§ 8211)
- Limited Partnership (§ 8582)
- Limited Liability Company (§ 8981)

Name			
CT - COUNTER			
Address			
City	State	Zip Code	

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania
APPLICATION FOR REGISTRATION 2 Page(s)



Fee: \$250

In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

1. The name to be registered is:
Shell Energy North America (US), L.P.

2. (If the name set forth in paragraph 1 is not available for use in this Commonwealth, complete the following):
The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:
Jurisdiction: Delaware Date of Formation: 09-18-1995

4. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider				County
C T Corporation System				Dauphin

RECEIVED FEB 14 PM 12:17
PA. DEPT. OF STATE

5. Check and complete one of the following:

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

Corporation Trust Center, 1209 Orange Street	Wilmington	Delaware	19801
Number and street	City	State	Zip

It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

Number and street	City	State	Zip
-------------------	------	-------	-----

6. For Restricted Professional Limited Liability Company Only. Strike out if inapplicable: The company is a restricted professional company organized to render the following professional service(s):

Limited Liability Partnership and Limited Partnership: Complete paragraphs 7 and 8

7. The name and business address of each general partner.

Name	Business Address
Tejas Coral GP, LLC	910 Louisiana, Houston, Texas 77002

8. The address of the office at which is kept a list of the names and addresses of the limited partners and their capital contribution is:

909 Fannin, Plaza Level 1	Houston	Texas	77010	Harris
Number and street	City	State	Zip	County


The registered partnership hereby undertakes to keep those records until its registration to do business in the Commonwealth is canceled or withdrawn.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer/member or manager thereof this

12 day of February 2008.

Shell Energy North America (US), L.P.

Name of Partnership/Company



Signature

S. J. Paul, Secretary of **General Partner**

Title

ATTACHMENT 2

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JAN 28 2009

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CORAL ENERGY HOLDING, L.P.", CHANGING ITS NAME FROM "CORAL ENERGY HOLDING, L.P." TO "SHELL ENERGY NORTH AMERICA (US), L.P.", FILED IN THIS OFFICE ON THE FOURTH DAY OF SEPTEMBER, A.D. 2007, AT 10:16 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF OCTOBER, A.D. 2007, AT 12:01 O'CLOCK A.M.

2543833 8100

070980343



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5972049

DATE: 09-04-07

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP OF
CORAL ENERGY HOLDING, L.P.**

This Certificate of Amendment to the Certificate of Limited Partnership (this "Certificate of Amendment") of Coral Energy Holding, L.P., a Delaware limited partnership (the "Partnership"), is being executed and filed by the undersigned general partner (the "General Partner") of the Partnership pursuant to Section 17-202 of the Delaware Revised Uniform Limited Partnership Act in connection with the changes described herein. The General Partner of the Partnership hereby certifies that:

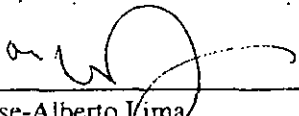
1. The name of the Partnership is Coral Energy Holding, L.P.
2. Article 1, Section 1.01 of the Certificate of Limited Partnership is hereby amended to read in its entirety as follows:

"SECTION 1.01. Name. . The name of the Partnership shall be Shell Energy North America (US), L.P."

3. This Certificate of Amendment shall be effective as of 12:01 a.m. (EST) on October 1, 2007.

IN WITNESS WHEREOF, the General Partner executed this Certificate of Amendment on August 17, 2007.

TEJAS CORAL GP, LLC
General Partner

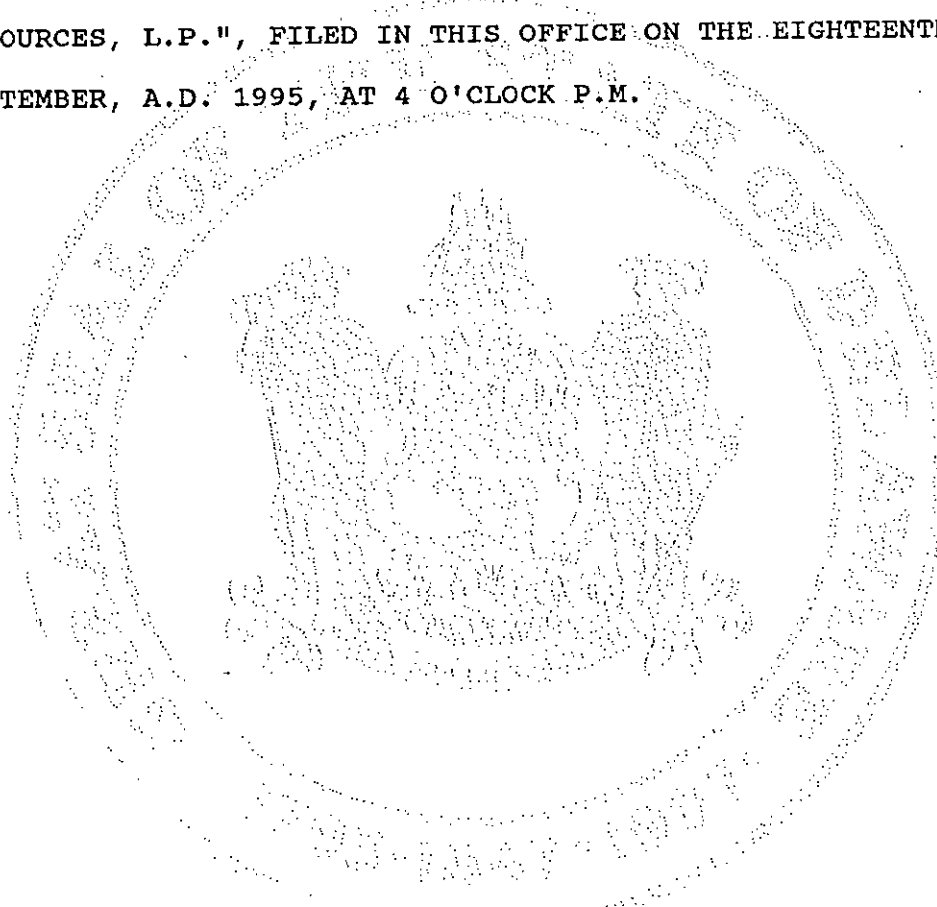
By: 

Jose-Alberto Lima
President and Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:31 AM 09/04/2007
FILED 10:16 AM 09/04/2007
SRV 070980343 - 2543833 FILE

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED PARTNERSHIP OF "CORAL ENERGY RESOURCES, L.P.", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF SEPTEMBER, A.D. 1995, AT 4 O'CLOCK P.M.



Edward J. Freel

Edward J. Freel, Secretary of State

2543833 8100

950212537

AUTHENTICATION:

7644413

DATE:

09-19-95

CERTIFICATE OF
LIMITED PARTNERSHIP OF
CORAL ENERGY RESOURCES, L.P.

The undersigned, in order to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, execute this Certificate of Limited Partnership and certify as follows:

1. *Name.* The name of the limited partnership is Coral Energy Resources, L.P. (the "Partnership").

2. *Registered Office and Registered Agent.* The address of the registered office of the Partnership in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The Partnership's registered agent for service of process at that address is The Corporation Trust Company.

3. *General Partners.* The name, the mailing address and the street address of the two General Partners of the Partnership are:

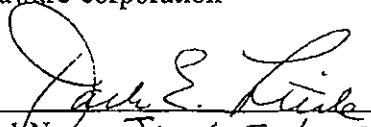
Shell Gas Marketing Company
910 Louisiana
Houston, Texas 77002

Tejas Alliance G.P. Company
1301 McKinney, Suite 700
Houston, Texas 77010

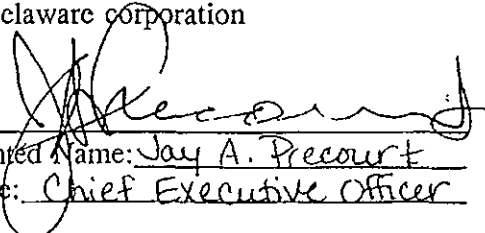
IN WITNESS WHEREOF, this Certificate of Limited Partnership is executed and certified to by the General Partners of the Partnership, effective as of the 18TH day of _____

SEPTEMBER, 1995.

SHELL GAS MARKETING COMPANY,
a Delaware corporation

By: 
Printed Name: JACK E. LITTLE
Title: PRESIDENT

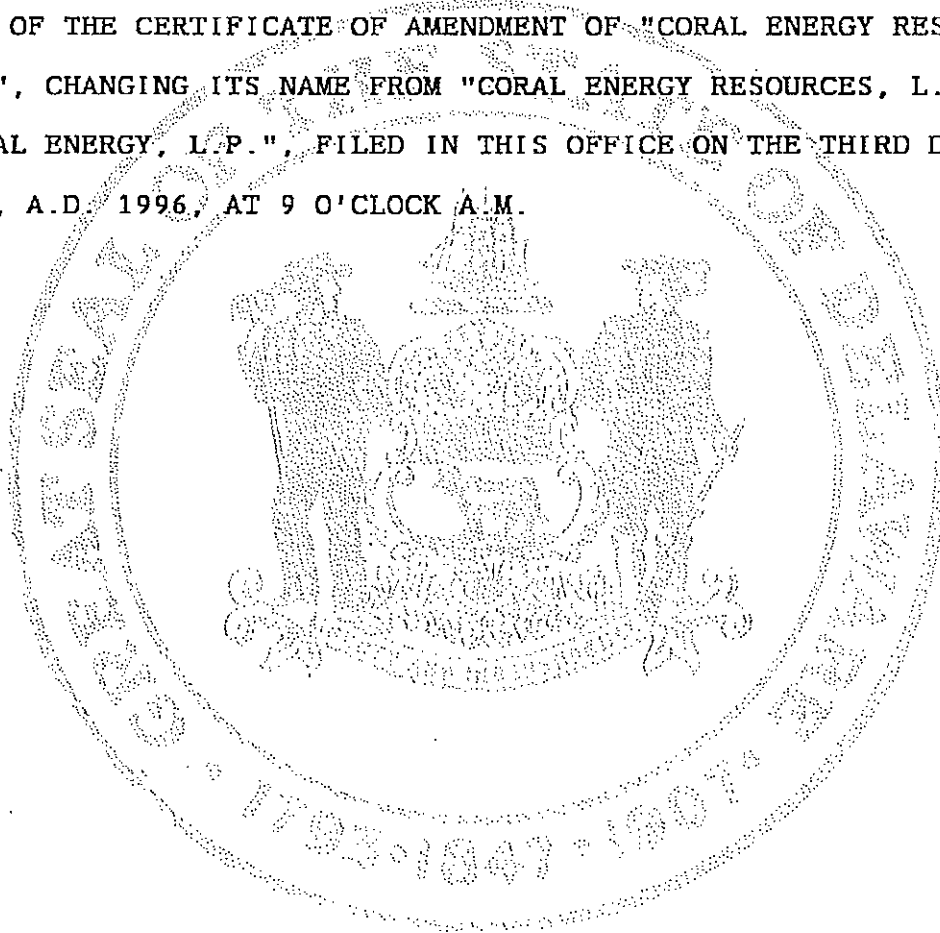
TEJAS ALLIANCE GP COMPANY,
a Delaware corporation

By: 
Printed Name: Jay A. Precourt
Title: Chief Executive Officer

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CORAL ENERGY RESOURCES, L.P.", CHANGING ITS NAME FROM "CORAL ENERGY RESOURCES, L.P." TO "CORAL ENERGY, L.P.", FILED IN THIS OFFICE ON THE THIRD DAY OF JUNE, A.D. 1996, AT 9 O'CLOCK A.M.



Edward J. Freel

Edward J. Freel, Secretary of State

2543833 8100

960159523

AUTHENTICATION:

7969678

DATE:

06-03-96

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP OF
CORAL ENERGY RESOURCES, L.P.**

This Certificate of Amendment to the Certificate of Limited Partnership (this "Certificate of Amendment") of Coral Energy Resources, L.P., a Delaware limited partnership (the "Partnership"), is being executed and filed by the undersigned general partners (the "General Partners") of the Partnership pursuant to Section 17-202 of the Delaware Revised Uniform Limited Partnership Act in connection with the changes described herein. The General Partners of the Partnership hereby certify that:

1. The name of the Partnership is Coral Energy Resources, L.P.

2. This Certificate of Amendment amends the Certificate of Limited Partnership of the Partnership, which was filed in the office of the Secretary of State of the State of Delaware on September 18, 1995 (the "Certificate of Limited Partnership"), to (i) change the name of the Partnership from Coral Energy Resources, L.P. to Coral Energy, L.P. and (ii) reflect a change to the name of one of the General Partners of the Partnership from Shell Gas Marketing Company to Shell Coral Resources GP Company.

3. The text of Article 1 of the Certificate of Limited Partnership is hereby amended to read in its entirety as follows:

"Name. The name of the limited partnership is Coral Energy, L.P. (the "Partnership")."

4. The text of Article 3 of the Certificate of Limited Partnership is hereby amended to read in its entirety as follows:

"General Partners. The name, the mailing address and the street address of the two General Partners of the Partnership are:

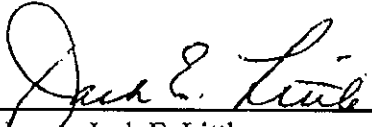
Shell Coral Resources GP Company
910 Louisiana
Houston, Texas 77002

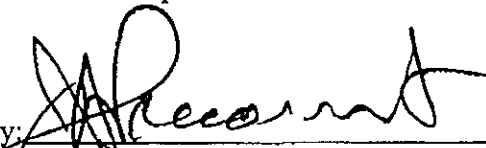
Tejas Alliance GP Company
1301 McKinney, Suite 700
Houston, Texas 77010"

IN WITNESS WHEREOF, this Certificate of Amendment is executed and certified by the General Partners of the Partnership, effective as of the 31st day of May, 1996.

SHELL CORAL RESOURCES GP COMPANY,
a Delaware corporation

TEJAS ALLIANCE GP COMPANY,
a Delaware corporation

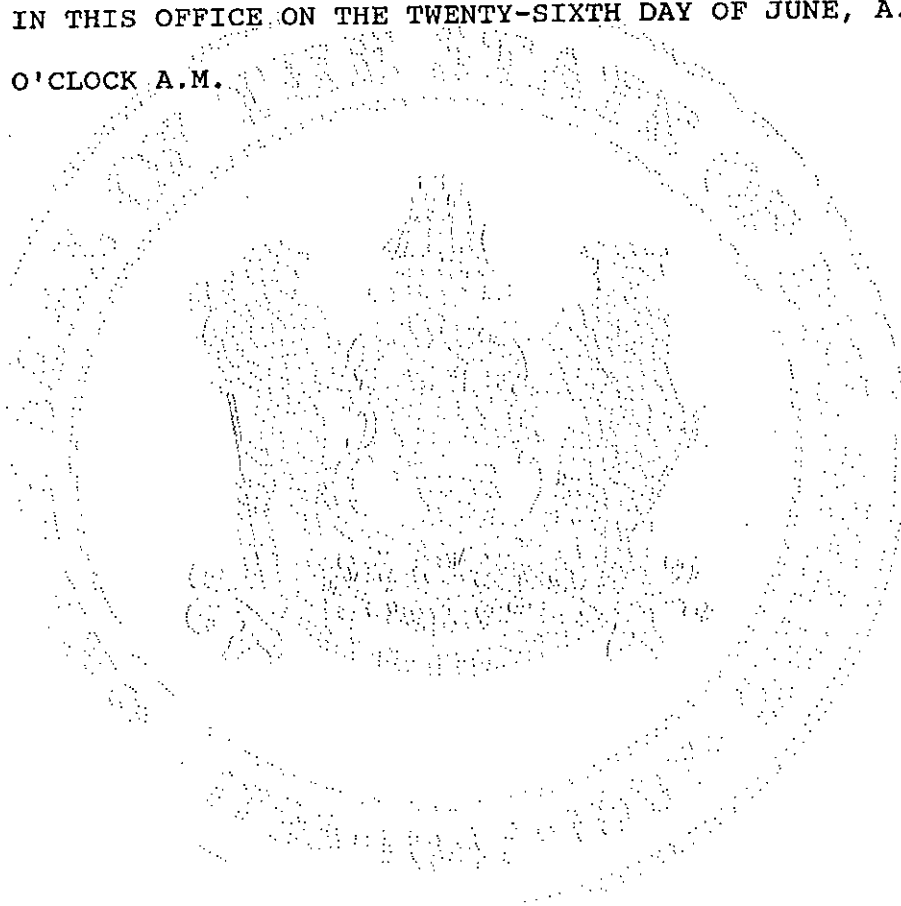
By: 
Printed Name: Jack E. Little
Title: President

By: 
Printed Name: Jay A. Precourt
Title: Chief Executive Officer

JRP

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CORAL ENERGY, L.P.", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 1997, AT 10 O'CLOCK A.M.



Edward J. Freel

Edward J. Freel, Secretary of State

2543833 8100

971212162

AUTHENTICATION: 8531831

DATE: 06-26-97

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP OF
CORAL ENERGY, L.P.**

This Certificate of Amendment to the Certificate of Limited Partnership (this "Certificate of Amendment") of Coral Energy, L.P., a Delaware limited partnership (the "Partnership"), is being executed and filed by the undersigned general partners (the "General Partners") of the Partnership pursuant to Section 17-202 of the Delaware Revised Uniform Limited Partnership Act in connection with the changes described herein. The General Partners of the Partnership hereby certify that:

1. The name of the Partnership is Coral Energy, L.P.

2. This Certificate of Amendment amends the Certificate of Limited Partnership of the Partnership filed in the office of the Secretary of State of the State of Delaware on September 18, 1995, as subsequently amended by a Certificate of Amendment to Certificate of Limited Partnership of the Partnership filed in the office of the Secretary of State of the State of Delaware on June 3, 1996 (the "Certificate of Limited Partnership"), to (i) reflect the admission of Salmon Holdings, Inc. as a General Partner of the Partnership and (ii) reflect a change to the name of one of the General Partners of the Partnership from Tejas Alliance GP Company to Tejas Coral GP Company.

3. The text of Article 3 of the Certificate of Limited Partnership is hereby amended to read in its entirety as follows:

"General Partners. The name, the mailing address and the street address of the three General Partners of the Partnership are:

Shell Coral Resources GP Company
910 Louisiana
Houston, Texas 77002

Tejas Coral GP Company
1301 McKinney, Suite 700
Houston, Texas 77010

Salmon Holdings, Inc.
5670 Greenwood Plaza Blvd., Suite 112
Englewood, Colorado 80111"

IN WITNESS WHEREOF, this Certificate of Amendment is executed and certified by the General Partners of the Partnership, effective as of the 25th day of June, 1997.

SHELL CORAL RESOURCES GP COMPANY,
a Delaware corporation

By: _____

Printed Name: JACK E. LITTLE

Title: PRESIDENT

TEJAS CORAL GP COMPANY,
a Delaware corporation

By: _____

Printed Name: James W. Whalen

Title: Senior Executive Vice President

SALMON HOLDINGS, INC.,
a Delaware corporation

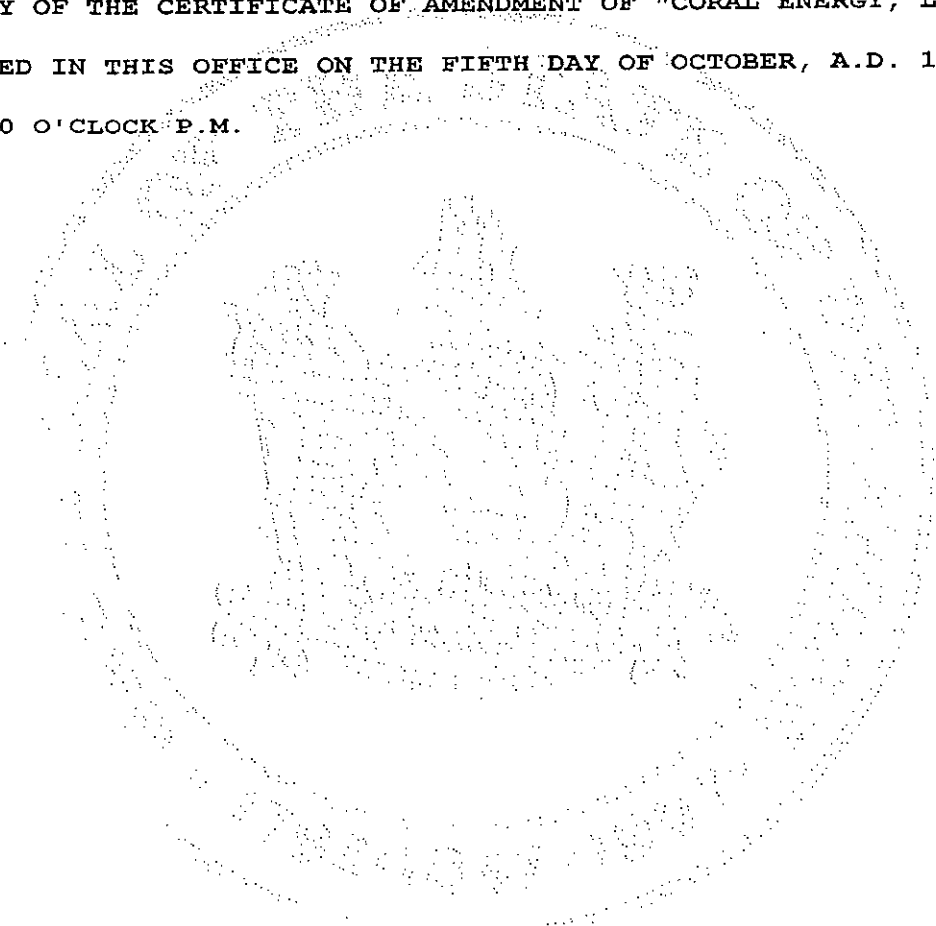
By: _____

Printed Name: William A. Keefe

Title: Vice President/Secretary

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CORAL ENERGY, L.P.", FILED IN THIS OFFICE ON THE FIFTH DAY OF OCTOBER, A.D. 1999, AT 3:30 O'CLOCK P.M.



Edward J. Freel

Edward J. Freel, Secretary of State

2543833 8100

991421403

AUTHENTICATION: 0011751

DATE: 10-06-99

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP OF
CORAL ENERGY, L.P.**

This Certificate of Amendment to the Certificate of Limited Partnership (this "Certificate of Amendment") of Coral Energy, L.P., a Delaware limited partnership (the "Partnership"), is being executed and filed by the undersigned general partners (the "General Partners") of the Partnership pursuant to Section 17-202 of the Delaware Revised Uniform Limited Partnership Act. The General Partners of the Partnership hereby certify that:

1. The name of the Partnership is Coral Energy, L.P.

2. This Certificate of Amendment amends the Certificate of Limited Partnership of the Partnership filed in the office of the Secretary of State of the State of Delaware on September 18, 1995, as subsequently amended by a Certificate of Amendment to Certificate of Limited Partnership of the Partnership filed in the office of the Secretary of State of the State of Delaware on June 3, 1996, and as subsequently amended by a Certificate of Amendment to Certificate of Limited Partnership filed in the office of the Secretary of the State of the State of Delaware on June 26, 1977 (the "Certificate of Limited Partnership").

3. The text of Article 3 of the Certificate of Limited Partnership is hereby amended to read in its entirety as follows:

"General Partners. The name and the mailing address of the two General Partners of the Partnership are:

Shell Coral Resources GP Company
910 Louisiana
Houston, Texas 77002

Tejas Coral GP, LLC
1301 McKinney, Suite 700
Houston, Texas 77010"

IN WITNESS WHEREOF, this Certificate of Amendment is executed and certified by the General Partners of the Partnership, effective as of the 30th day of September, 1999.

SHELL CORAL RESOURCES GP COMPANY

TEJAS CORAL GP, LLC

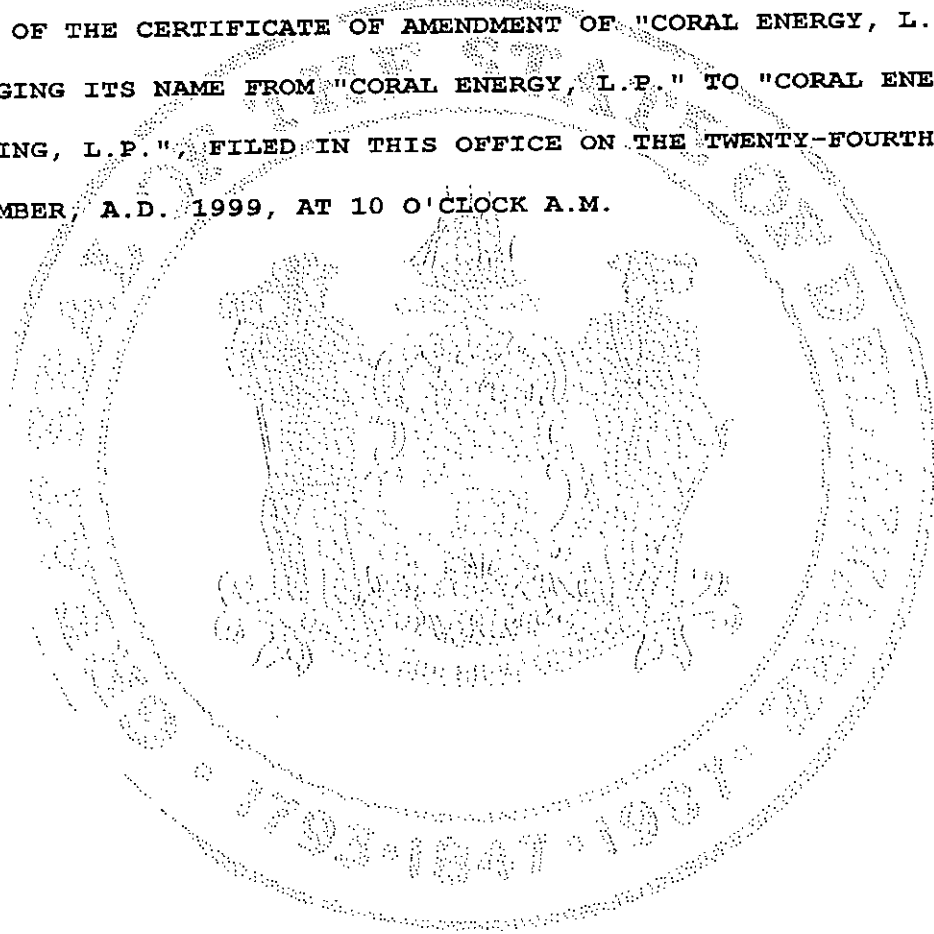
By: R. V. Deerp
Printed Name: R. V. DEERP
Title: Assistant treasurer

By: James W. Whalen JW
Printed Name: JAMES W. WHALEN
Title: President & Chief Commercial
officer

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CORAL ENERGY, L.P.", CHANGING ITS NAME FROM "CORAL ENERGY, L.P." TO "CORAL ENERGY HOLDING, L.P.", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF NOVEMBER, A.D. 1999, AT 10 O'CLOCK A.M.



Edward J. Freel

Edward J. Freel, Secretary of State

2543833 8100

991503138

AUTHENTICATION:

DATE:

0312433

03-14-00

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP OF
CORAL ENERGY, L.P.**

This Certificate of Amendment to the Certificate of Limited Partnership (this "Certificate of Amendment") of Coral Energy, L.P., a Delaware limited partnership (the "Partnership"), is being executed and filed by the undersigned general partners (the "General Partners") of the Partnership pursuant to Section 17-202 of the Delaware Revised Uniform Limited Partnership Act in connection with the changes described herein. The General Partners of the Partnership hereby certify that:

1. The name of the Partnership is Coral Energy, L.P.

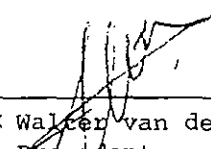
2. This Certificate of Amendment amends the Certificate of Limited Partnership of the Partnership filed in the office of the Secretary of State of the State of Delaware on September 18, 1995, as subsequently amended by Certificates of Amendment to Certificate of Limited Partnership of the Partnership filed in the office of the Secretary of State of the State of Delaware on June 3, 1996, June 26, 1997, and October 5, 1999, respectively (the "Certificate of Limited Partnership"), to change the name of the Partnership from Coral Energy, L.P. to Coral Energy Holding, L.P.

3. The text of Article 1 of the Certificate of Limited Partnership is hereby amended to read in its entirety as follows:

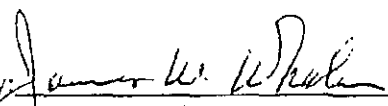
"Name. The name of the limited partnership is Coral Energy Holding, L.P. (the "Partnership")."

IN WITNESS WHEREOF, this Certificate of Amendment is executed and certified by the General Partners of the Partnership, effective as of the 15th day of November, 1999.

SHELL CORAL RESOURCES GP COMPANY,
a Delaware corporation

By: 
Printed Name: Walter van de Vijver
Title: President

TEJAS CORAL GP, LLC,
a Delaware limited liability company

By: 
James W. Whalen
President & Chief Commercial Officer

JWP

State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CORAL ENERGY HOLDING, L.P.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF DECEMBER, A.D. 2000, AT 12:30 O'CLOCK P.M.



2543833 8100

001628759

Edward J. Freel, Secretary of State

AUTHENTICATION: 0870100

DATE: 12-21-00

FROM

(THU)12.14'00 14:37/ST.14:36/NO.4861040935 P 2

Doc. No. 1.10(a)

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CORAL ENERGY HOLDING, L.P.

This Certificate of Amendment to the Certificate of Limited Partnership (this "Certificate of Amendment") of Coral Energy Holding, L.P., a Delaware limited partnership (the "Partnership"), is being executed and filed by the undersigned general partners (the "General Partners") of the Partnership pursuant to Section 17-202 of the Delaware Revised Uniform Limited Partnership Act in connection with the changes described herein. The General Partners of the Partnership hereby certify that:

1. The name of the Partnership is Coral Energy Holding, L.P.

2. This Certificate of Amendment amends the Certificate of Limited Partnership of the Partnership filed in the office of the Secretary of State of the State of Delaware on September 18, 1995, as subsequently amended by Certificates of Amendment to Certificate of Limited Partnership of the Partnership filed in the office of the Secretary of State of the State of Delaware on June 3, 1996, June 26, 1997, October 5, 1999, and November 24, 1999 respectively (as so amended, the "Certificate of Limited Partnership"), to reflect the withdrawal of Shell Coral Resources GP Company as a General Partner of the Partnership.

3. The text of Article 3 of the Certificate of Limited Partnership is hereby amended to read in its entirety as follows:

"General Partner. The name, the mailing address and the street address of the sole General Partner of the Partnership is:

Tejas Coral GP, LLC
1301 McKinney, Suite 700
Houston, TX 77010"


STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:30 PM 12/14/2000
001628759 - 2543833

FROM

IN WITNESS WHEREOF, this Certificate of Amendment is executed and certified by the General Partners of the Partnership, effective as of the 12 day of December, 2000.

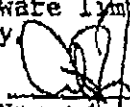
SHELL CORAL RESOURCES GP COMPANY,
a Delaware Corporation,

by


Name: Gert van de Vijver
Title: President and CEO

TEJAS CORAL GP, LLC,
A Delaware limited liability
company

by


Name: Cheryl Frasier
Title: President - Energy Services

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CORAL ENERGY HOLDING, L.P.", CHANGING ITS NAME FROM "CORAL ENERGY HOLDING, L.P." TO "SHELL ENERGY NORTH AMERICA (US), L.P.", FILED IN THIS OFFICE ON THE FOURTH DAY OF SEPTEMBER, A.D. 2007, AT 10:16 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF OCTOBER, A.D. 2007, AT 12:01 O'CLOCK A.M.

2543833 8100

070980343



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5972049

DATE: 09-04-07

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP OF
CORAL ENERGY HOLDING, L.P.**

This Certificate of Amendment to the Certificate of Limited Partnership (this "Certificate of Amendment") of Coral Energy Holding, L.P., a Delaware limited partnership (the "Partnership"), is being executed and filed by the undersigned general partner (the "General Partner") of the Partnership pursuant to Section 17-202 of the Delaware Revised Uniform Limited Partnership Act in connection with the changes described herein. The General Partner of the Partnership hereby certifies that:


1. The name of the Partnership is Coral Energy Holding, L.P.
2. Article 1, Section 1.01 of the Certificate of Limited Partnership is hereby amended to read in its entirety as follows:

"SECTION 1.01. Name. . The name of the Partnership shall be Shell Energy North America (US), L.P."

3. This Certificate of Amendment shall be effective as of 12:01 a.m. (EST) on October 1, 2007.

IN WITNESS WHEREOF, the General Partner executed this Certificate of Amendment on August 17, 2007.

TEJAS CORAL GP, LLC
General Partner

By: 

Jose-Alberto Lima
President and Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:31 AM 09/04/2007
FILED 10:16 AM 09/04/2007
SRV 070980343 - 2543833 FILE

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CATEX CORAL ENERGY, L.L.C.", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "SHELL ENERGY NORTH AMERICA (US), L.P." UNDER THE NAME OF "SHELL ENERGY NORTH AMERICA (US), L.P.", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTEENTH DAY OF DECEMBER, A.D. 2007, AT 4:16 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2007.



2543833 8100M

071320777

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6257189

DATE: 12-20-07

ATTACHMENT 3

RECEIVED

JAN 28 2009

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Data SheetAs Of 10/06/2008
Printed 10/06/2008 10:30:54AM

Name Shell Energy North America (US), L.P. **State File #** 2543833

Current Officers

Name and Address	Type	Date Appointed	Last Election
Quartermain, Mark	President and Chief Executive Officer	04/01/2008	04/01/2008
Brandt, Thomas J.	Executive Vice President & General Counsel	07/01/2007	12/03/2007
Bowman, Beth A.	Senior Vice President	08/01/2001	12/03/2007
Flores, Michael	Senior Vice President	04/17/2002	12/03/2007
Henrikson, James L.	Senior Vice President	02/01/2000	12/03/2007
McGrath, W. F.	Senior Vice President	11/25/2003	12/03/2007
Snodgrass, Kenneth W.	Senior Vice President	08/01/2006	12/03/2007
van der Zalm, Robert	Senior Vice President - Finance Manager	02/01/2008	02/01/2008
Widner, Steve L.	Senior Vice President	10/31/2000	12/03/2007
Wright, Glenn T.	Senior Vice President	09/01/2008	09/01/2008
Doughman, Troy E.	Vice President-Corporate Finance & Treasurer	07/01/2007	12/03/2007
Downs, Linda,	Vice President	05/21/2008	05/21/2008
Gill, Mark	Vice President - Credit Manager	06/23/2005	12/03/2007
Long, Robert E.	Vice President and Assistant Treasurer	07/01/2007	12/03/2007
Martin, III, C. L.	Vice President	05/21/2008	05/21/2008
Meyer, Danny R.	Vice President	08/01/2001	12/03/2007
Pence, Jerry	Vice President - Tax	09/15/2007	12/03/2007
Penney, Dan S.	Vice President	05/21/2008	05/21/2008
Reilly, Robert R.	Vice President - Regulatory Affairs	02/23/1999	12/03/2007

Data Sheet

As Of 10/06/2008

Printed 10/06/2008 10:30:54AM

Name Shell Energy North America (US), L.P.

State File #

2543833

Current Officers

Name and Address	Type	Date Appointed	Last Election
Rephlo, Douglas C.	Vice President	05/21/2008	05/21/2008
Reynaud, Ann L.	Vice President, Assistant General Counsel & Assistant Secretary	12/12/2000	12/03/2007
Schlegel, Doug	Vice President - Human Resources	09/01/2007	12/03/2007
Seigler, Thomas J.	Vice President	05/21/2008	05/21/2008
Wolfe, Sarah B.	Vice President, Assistant General Counsel & Assistant Secretary	12/12/2000	12/03/2007
Paul, Stephen J.	Secretary	12/22/2005	12/03/2007
Pineda, Hector A.	Assistant Secretary	12/22/2005	12/03/2007

ATTACHMENT 4

1. **Consolidated class action in San Diego, California, combining eleven state court cases (listed below), in which the plaintiff class alleged that defendants, including SENA (f/k/a Coral Energy Holdings, Inc.), allegedly conspired to report false price and volume information to the trade publications. This matter has been settled.**

- Uyeda, et al. v. Centerpoint Energy, Inc., et al., San Diego Superior Court, Case No. GIC810580 (JCCP 4221-00020)
- A.L. Gilbert Company v. Coral Energy Resources, et al., Alameda Superior Court, Case No. RG03097835 (JCCP 4221-00028)
- Shanghai 1930 Restaurant Partners, L.P. v. Encana Energy Services, Inc., et al., San Francisco Superior Court, Case No. GGC-03-420785 (JCCP 4221-00041)
- David Brown v. Encana Energy Services, et al., Alameda Superior Court, Case No. RG03099036 (JCCP 4221-00030)
- Oberti Wholesale Foods, Inc. v. Encana Energy Services, Inc., et al., Alameda Superior Court, Case No. RG03098109 (JCCP 4221-00029)
- Lois the Pie Queen v. Encana Energy Services, Inc., Et al. Alameda Superior Court, Case No. RG 03104286 (JCCP 4221-00031)
- Podesta v. Encana Energy Services, Inc., et al., San Joaquin Superior Court, Case No. CV 021175 (JCCP 4221-00042)
- Vittice Corp v. Encana Corp., et al., Alameda Superior Court, Case No. RG 04137797 (JCCP 4221-00032)
- Benscheidt v. AEP Energy Services, et al., San Diego Superior Court, Case No. GIC 825011 (JCCP 4221-00021)
- Dan L. Older, an individual, for himself and all others similarly situated v. Sempra Energy, et al.; In the Superior Court for the State of California, for the County of San Diego; Case No. GIC-835457 (JCCP 4221-00025)
- Team Design a d/b/a of Timothy Engelin, Inc. et al. v. Reliant Energy, Inc.; Los Angeles County Superior Court; Case No. BC 294133 (JCCP 4221-00038)

2. **Thirteen non-class action cases in San Diego, California (listed below) in which plaintiffs alleged essentially the same facts as in the class action above (false price reporting). These cases have been settled.**

- City of Los Angeles Dept. of Water and Power v. Reliant Energy Services, et al.; Los Angeles Superior Court, Case No. BC 309392 (JCCP 4221-0039)
- County of Santa Clara, a charter county and a political subdivision of the State of California v. Sempra Energy, et al., San Diego Superior Court, Case No. GIC 832538 (JCCP 4221-00022)
- City and County of San Francisco, a political subdivision of the State of California and the People of the State of California, ex rel. Denis J. Herrera, in his official capacity as City Attorney for the City and County of San Francisco v. Sempra Energy, et al.; San Diego Superior Court, Case No. GIC 832539 (JCCP 4221-00023)
- County of San Diego, a political subdivision of the State of California v. Sempra Energy, et al. ; San Diego Superior Court, Case No. GIC 833371 (JCCP 4221-00024)
- Nurserymen's Exchange, Inc. v. Sempra Energy, et al.; In the Superior Court of the State of California, County of San Mateo; Case No. CIV 442605 (JCCP 4221-43)

- The Regents of the University of California v. Reliant Energy, et al.; In the Superior Court of the State of California, County of Alameda; Case No. RG04183086 (JCCP 4221-00034)
- County of Alameda v. Sempra Energy, et al.; In the Superior Court of the State of California, County of Alameda; Case No. RG04182878 (JCCP 4221-00033)
- Sacramento Municipal Utility District vs. Reliant Energy Services, Inc., et al.; In the Superior Court of the State of California, County of Sacramento; Case No. 04AS04689 (JCCP 4221-00040)
- City of San Diego, a charter city and municipal corporation of the State of California v. Sempra Energy, et al.; San Diego Superior Court, Case No. GIC 839407 (JCCP 4221-00026)
- Tamco, et al. v. Dynegy, et al.; San Diego Superior Court, Case No. GIC 840587 (JCCP 4221-00027)
- County of San Mateo. v. Sempra Energy, et al.; San Mateo County Superior Court, Case No. CIV 443882 (JCCP 4221-00044)
- Owens-Brockway Glass v. Sempra, et al.; Alameda County Superior Court, Case No. RG – 04192046 (JCCP 4221-00037)
- Board of Trustees of the California State University v. Dynegy, Inc., et al.; Case No. GIC 856188 (JCCP 4221-4228)

3. In re: Western States Wholesale Natural Gas Antitrust Litigation – MDL No. 1566; U.S. District Court for Nevada (Judge Pro)

Federal Multi-District litigation (“MDL 1566”) involving cases transferred from California, Kansas, Colorado, Wisconsin and Missouri in which plaintiffs allege that defendants, including SENA, allegedly conspired to report false natural gas price and volume information to the trade publications.

The following MDL 1566 cases have been settled:

- Texas-Ohio Energy, Inc. v. Centerpoint Energy, Inc., et al.
- Fairhaven Power Company v. Encana Corporation, et al.
- Utility Savings & Refund Services, LLP v. Reliant Energy Services, Inc., et al
- Abelman Art Glass v. Encana Corporation, et al.
- Ever-Bloom, Inc., et al. vs. AEP Energy Services, Inc., et al.

The following MDL 1566 cases are pending in federal court in Las Vegas, NV:

- J.P. Morgan Trust Company, N.A., in its Capacity as Trustee of the FI. Liquidating Trust v. Oneok Inc., et al. (MDL 1566)
- Learjet, Inc. and Cross Oil Refining & Marketing, Inc. v. Oneok Inc., et al. (MDL 1566)
- Breckenridge Brewery of Colorado LLC vs. Oneok, Inc., et al. (MDL 1566)
- Arandell Corporation et al. v Xcel Energy, Inc., et al.
- Heartland Regional Medical Center v. Oneok Inc., et al.;

4. Missouri Public Service Commission v. Oneok Inc., et al.
In the Circuit Court of Jackson County, Missouri at Kansas City; No. 0616-CV27565, Division 6
Non-class action case pending in state court in Missouri in which plaintiffs allege that defendants, including SENA, conspired to report false natural gas price and volume information to the trade press. This matter is currently pending.
5. In re: Natural Gas Commodity Litigation (Cornerstone case)
In the United States District Court for the Southern District of New York, Case Number 03-CV- 6186(VM)
Class action case filed by a class of NYMEX traders alleging that SENA and others purportedly reported false natural gas price and volume information to the trade publications in violation of the Commodity Exchange Act. This case has settled.
6. City of Moundridge, et al. vs. Exxon Mobil Corporation, et al.
In the United States District Court for the District of Columbia, Civil Action No. 1:04-CV-00876 (RWR)
Restraint of trade case in which plaintiffs allege that defendants, including SENA, attempted to control and unlawfully increase the price of natural gas. SENA has been dismissed from the case.
7. Coral Energy Resources, L.P. v. Conectiv Energy Supply, Inc.
In the District Court of Harris County, Texas; 334th Judicial District
Declaratory judgment action filed by SENA requesting a declaration that it properly declared force majeure under certain NAESB natural gas contracts following the Katrina and Rita hurricanes. Conectiv counterclaimed for breach of contract. The case has been abated.
8. City of Tacoma v. American Electric Power Service Corporation, et al.
In the United States District Court for the Western District of Washington at Tacoma; Case No. C04-5325-RBL
City of Tacoma, WA filed suit alleging manipulation of the power market in California in 2000-2001. This case was dismissed with no appeal.
9. American Utility Network, Inc. v. City of Colton; In the Supreme Court of California, County of San Bernardino; No. SCVSS 137587
Breach of contract case by City of Colton, California and American Utility Network under a Scheduling Coordinator Agreement for provision of energy scheduling and accounting services. This case has settled.
10. Docket No. EL02-71-000; State of California, ex rel. Bill Lockyer vs. British Columbia Power Corp., et al.; filed March 19, 2002; Before the Federal Energy Regulatory Commission [9th Cir.]
FERC proceeding initiated by California Attorney General challenging FERC's market-based rate authority and compliance of SENA and others with tariff obligations regarding power transaction reporting. FERC denied relief but was reversed by 9th Circuit Court of Appeals. US Supreme Court denied writ and remanded to FERC for reconsideration.

11. Docket No. EL02-60-000; filed February 25, 2002; Public Utilities Commission of the State of California vs. Sellers of Long Term Contracts to the California Department of Water Resources; Before the Federal Energy Regulatory Commission [9th. Cir.]
FERC proceeding initiated by California PUC and EOB seeking modification or abrogation of certain long-term wholesale power contracts entered into with SENA. FERC denied the request but the 9th Circuit Court of Appeals reversed. US Supreme Court affirmed FERC but on 2 issues remanded to FERC for further consideration.
12. Docket No.EL00-95-045; filed August 2, 2000; California Refund Proceeding; Before the Federal Energy Regulatory Commission.
FERC proceeding brought by State of California alleging that wholesale power rates from 2000-2001 in California's spot markets were "unjust and unreasonable" in violation of the FPA. FERC ruled that rates should be retroactively reset and refunds ordered for 2000-2001. 9th Circuit Court of Appeals affirmed in part and remanded to FERC to consider tariff violations for summer of 2000. Motions for rehearing are pending.
13. Docket No. EL01-10-000; Pacific Northwest Refund Proceeding; Before the Federal Energy Regulatory Commission
FERC proceeding alleging that wholesale power rates resulting from bilateral transactions in the Pacific Northwest were unjust and unreasonable. FERC denied refunds but 9th Circuit Court reversed. Motions for rehearing are pending.
14. "In the Matter of Coral Energy Recourses, LP"; Before the Commodity Futures Trading Commission, CFTC Docket No. 04-21.
CFTC administrative proceeding initiated in 2004 against SENA relating to alleged violations of the Commodity Exchange Act stemming from alleged false reporting of price and volume information to trade publications. SENA submitted an offer of settlement in which, without admitting or denying CFTC's findings, SENA agreed to pay a civil monetary penalty.
15. In Re: Coral Energy Resources, L.P.; Before the Federal Energy Regulatory Commission; Docket No. IN05-5-000
FERC administrative proceeding initiated in 2002 against SENA and others to determine whether companies engaged in natural gas trading reported false information to the reporting firms to manipulate gas prices. In 2005, SENA and FERC settled these proceedings through Stipulation and Consent Agreement in which Coral agreed to make a voluntary payment (not a fine or penalty) to an organization providing assistance to low-income energy consumers and to implement a model for regulatory compliance.
16. Docket Nos. EL03-151-004 and EL03-186-005; filed June 25, 2003; Coral Power, L.L.C Show Cause Orders Before the Federal Energy Regulatory Commission. FERC administrative proceeding to determine whether SENA violated certain provisions of the California Independent System Operator's tariff. In 2004, FERC approved a settlement between SENA and the FERC Staff. Pending before the 9th Circuit Court of Appeals.

ATTACHMENT 5

RECEIVED

JAN 28 2009

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



Credit Opinion: Shell Energy North America (US), L.P.

Shell Energy North America (US), L.P.

Houston, Texas, United States

Ratings

Category	Moody's Rating
Outlook	Stable
Issuer Rating	A2
Ult Parent: Royal Dutch Shell Plc	
Outlook	Stable
Issuer Rating -Dom Curr	Aa1
Senior Unsecured MTN	Aa1
Subordinate Shelf	(P)Aa3
Commercial Paper	P-1
Parent: Shell Oil Company	
Outlook	Stable
Issuer Rating	Aa2

Contacts

Analyst	Phone
Thomas S. Coleman/New York	201.915.8753
John Diaz/New York	212.553.1977

Opinion

Recent Developments

Effective October 1, 2007, Coral Energy Holding, L.P.'s name changed to Shell Energy North America (US), L.P. to strengthen its identity with Royal Dutch Shell plc's (Shell) global energy operations and strategy. Its Canadian counterpart will likewise change its name to Shell Energy North America (Canada) Inc. The name changes do not represent any change in these entities, their various subsidiaries, or their operations within Shell.

Credit Strengths

- Royal Dutch Shell (Shell) level support of wholesale energy trading strategies and centralized oversight of trading and risk management controls.
- Balance sheet and liquidity bolstered by substantial Shell borrowing lines and Shell Oil Company guarantees of large capacity charges related to tolling agreements.
- Risk management and trading book activities concentrated in relatively short-dated liquid transactions.
- Shell Energy North America and its subsidiaries market virtually all of Shell's U.S. and Canadian gas production.

Credit Challenges

- Downturn in the merchant energy sector has slowed trading, risk management and project development opportunities.
- Merchant power projects and long-term tolling arrangements will be challenged to make adequate returns, at least in the foreseeable future.
- Litigation uncertainties over investigations into power supply contracts and alleged price manipulation during California energy crisis.

Rating Rationale

Shell Energy North America (US), L.P. (formerly known as Coral Energy Holding L.P) and its subsidiaries form the North American conduit for Shell's global gas and energy marketing initiatives, providing risk management and energy services to Shell and to third parties in North America. Shell Energy's A2 issuer rating reflects its ownership by and ratings linkage to Shell (issuer rating and guaranteed long-term debt rated Aa1 with stable outlook), which owns 100% of Shell Energy through Shell Oil Company (Issuer Rating Aa2 with a stable outlook).

Shell Energy North America's counterparty trading obligations are not guaranteed by Shell Oil Company or any other Shell entity. Given the liquidity risks and earnings and cash flow volatility that characterize wholesale energy trading, Shell Energy's A2 Issuer Rating reflects considerable ratings uplift above its standalone credit quality. Shell Oil provides liquidity support and guarantees of capacity charges on certain tolling arrangements. Moreover, Shell has restructured and increased its investment in Shell Energy in recent years as the North American conduit for its global gas and power initiatives. As of 2006, Shell Energy ranked #2 in natural gas and #5 in wholesale power marketing volumes in North America. Shell Energy markets more than 12 Bcf/d, including more than 1.5 Bcf/d, or virtually all of Shell's North American equity gas production. Shell Energy is also the exclusive provider of risk management services under energy marketing service agreements with various power joint ventures with third parties.

Shell directly oversees Shell Energy North America's trading, risk management and counterparty credit risk as an integral part of the global Shell Trading network. Shell Energy's capitalization has benefited from direct equity support and from sizable liquidity facilities that have grown in line with its business needs. In addition, Shell Oil Company guarantees certain L/C facilities and capacity payments on Shell Energy's energy conversion (tolling) agreements under long-term contracts up to 20 years, which have a nominal value of \$6.8 B and capacity charges (finance lease charges) in the area of \$350 MM p.a. Shell purchased Intergen's 9.6% minority interest in Shell Energy (then Coral) in March 2005, giving it 100% ownership and control over Shell Energy's strategic planning and governance. Thin trading margins, volatile earnings and turmoil in merchant energy markets have affected Shell Energy's growth and slowed down trading optionality. However, Shell Energy and its subsidiaries' natural gas and power activities are profitable and volumes are growing. Longer term, Shell Energy North America should benefit from and will act as the marketer for Shell's growing LNG sales into North America from its major LNG producing areas, including Russia, Nigeria, Australia, and other locales. Litigation exposure and investigations into a range of issues related to the California energy crisis have not, to date, had a material impact on Shell Energy, and we will continue to monitor progress in settling those claims.

Rating Outlook

Shell Energy's stable issuer rating is based on the strong support of its direct parent, Shell Oil Company, and its strategic importance to Shell's North American and global energy marketing strategy.

What Could Change the Rating - UP

Absent Shell parent level joint and several or Shell Oil Company guarantees of Shell Energy's financial and counterparty trading obligations on a blanket basis, the issuer rating is not likely to be upgraded.

What Could Change the Rating - DOWN

Shell Energy's A2 issuer rating could be downgraded if Shell were to significantly retrench or withdraw from gas and power trading, which would imply reduced support for the trading subsidiary's activities. Because of its strong ratings linkage, the issuer rating also could be notched down relative to any future actions affecting Shell Oil Company or Shell parent level ratings.

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**CONFIDENTIAL/PROPRIETARY
MATERIAL FOLLOWS:**

NO SCANNED IMAGE AVAILABLE



ATTACHMENT 6

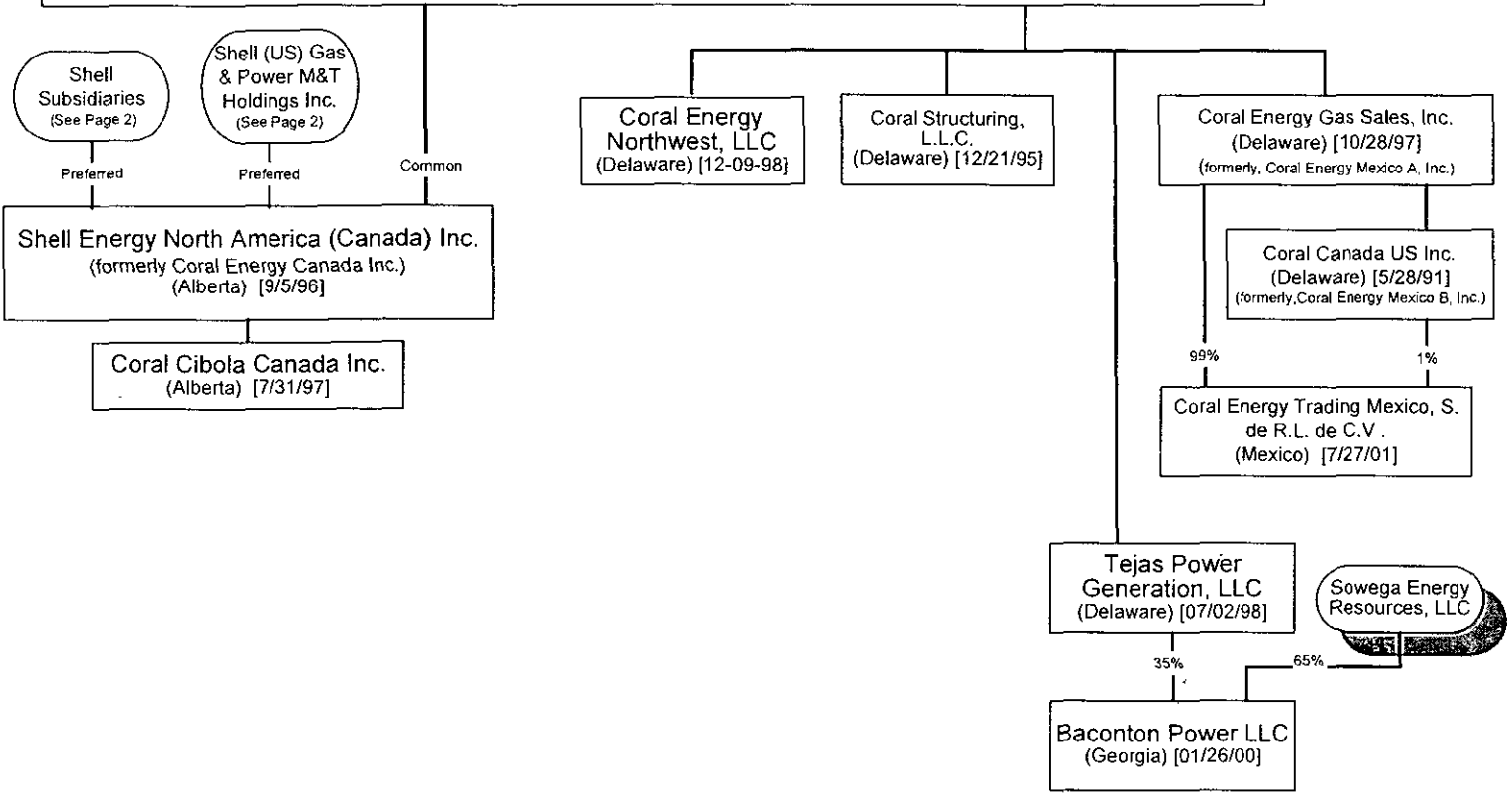
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JAN 28 2009

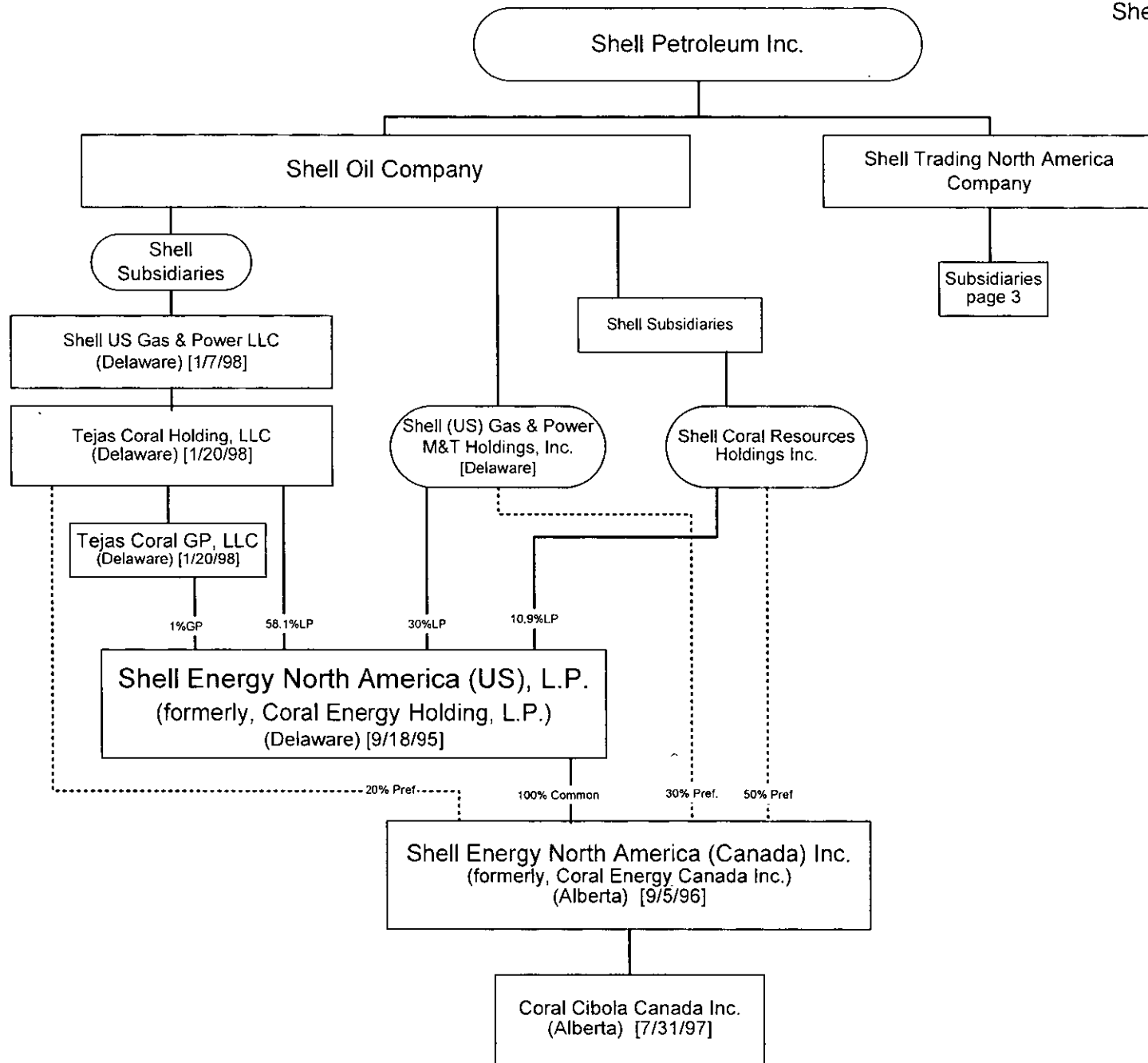
**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Shell Trading Group
 See Page 3

Shell Energy North America (US), L.P.
 (formerly, Coral Energy Holding, L.P.)
 (Delaware) [9/18/95]
 Partner Information-See Page 2



Non-affiliated
 or outside
 Coral Group



ATTACHMENT 7

RECEIVED

JAN 28 2009

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**



Mark Quartermain

Shell Trading (Gas+Power)

President of Shell Energy North America

Mark was elected to the position of president of its natural gas, power and environmental products' marketing and trading subsidiary, Shell Energy North America, and head of U.K.-based Shell Energy Trading Ltd.'s leadership team in April 2008. Shell Energy North America is the 2nd biggest wholesaler of natural gas in the US and the fourth biggest wholesaler of electricity. There are approximately 400 commercial staff between the North America and UK based businesses.

Prior to his appointment in this role, Mark had served 12 months as head of South Region with SENA where he ran a team of 80 staff dedicated to the 14 Southeast states of the US.

Between 2003 and 2007 Mark was Global Team Leader, Oil Acquisition and Business Development in Shell Trading. This role involved providing strategic direction and supervision to a team of 16 people operating in 6 locations across the World. Collectively the team were responsible for managing the key NOC/EP interfaces in support of 2mbbls/day of crude contracts as well as being responsible for the majority of long term project work for Crude and Oil Products Trading.

Prior to this role Mark had, over 9 years, occupied a variety of front-line Trading roles including positions in Products, Risk Management, Natural Gas and Crude Trading before his penultimate role as North Sea Crude Team Leader. Highlights in this role included the successful integration of Enterprise Oil's trading activity (after Shell bought the company) and playing an active role on the InterContinental Exchange (ICE) Board during the acquisition of the IPE Oil Futures Exchange.

Between his graduation as a Chemical Engineer in 1983 and his start in Trading he spent his time working for Shell in Manufacturing and then Marketing (Bitumen). He also completed a distance learning MBA during this time, graduating in 1993 from the Open University in the UK.

Up until 2007 Mark's entire career had been in the UK though he had traveled extensively on business to all corners of the World. He is 46, married with three children aged between 16 and 22.



Ken Snodgrass
Senior Vice President
Shell Energy North America
Houston, TX

Ken Snodgrass is currently the Senior Vice President of Shell Energy North America residing in Houston. He manages Shell's Gas and Power trading in Canada and Northeast/Midwest US. Shell's North Region offices are located in Houston, Syracuse, Chicago, Cambridge (Ontario) and Calgary.

He has 18 years of global supply commercial experience having worked in a number of global supply and trading assignments in crude, oil products and LNG, at locations in the US, London and The Hague. He has worked both as a trader and trading manager of multiple energy commodities, including:

- US Oil Products Supply and Trading: Gasoline and Heating Oil
- Far East Products Supply and Trading: Gasoline, Gas Oils, Blendstocks, Fuel Oil
- Far East Crude Supply and Trading
- West African Crude Supply and Trading
- North Sea Crude Supply and Trading
- Atlantic Basin LNG

Prior to joining Shell, Ken worked for Exxon as a Reservoir Engineer in California and Texas in production engineering and MMS offshore leases. He then worked for 5 years as Vice President – Reservoir Engineering for Felmont Oil Company, an independent US Exploration and Production company.

Ken Snodgrass has a degree in Chemical Engineering from The Colorado School of Mines and an MBA from The University of Houston.

ATTACHMENT 8

Dave French – Director, North Region Marketing. Based in Syracuse, New York

Dave has twenty years of experience in the energy industry, including ten years at Niagara Mohawk (Nuclear Engineering & Gas Supply), six for Niagara Mohawk Energy and Select Energy (Marketing & Origination), and six years at Shell Energy (since May 2002). Dave has primarily worked on meeting the wholesale energy requirements for internal and external retail marketing organizations. He has managed requirements in all Northeast and most Mid-Atlantic states. Holds a BS in Industrial Engineering from the University of Buffalo and an MBA from Syracuse University.

Lee Martin - Vice President, Operations. Based in Houston, Texas

Lee has overall responsibility for Shell Energy's gas scheduling activities in both the United States and Canada. He has 33 years of energy industry experience, including eight years at Columbia Gulf Transmission (offshore pipeline inspector and gas dispatching), five years at Acadian Gas Pipeline (pipeline operations), four years at Tejas Gas Corp. (operations) and a total of 11 years at Coral Energy Resources and Shell Energy (Coral's successor). Lee has extensive experience with inter- and intra-state gas pipeline operations both from a pipeline owner's and a transportation customer's perspective.

Mike Laderoute – Vice President, North Region Commercial, Industrial and Aggregators. Based in Toronto, Ontario

Mike has 21 years of experience at Shell. Immediately before coming to Shell Energy in 2007, this included two years as manager of Industrial and Road Products Sales and two years as Director of Canadian Industrial Sales Solutions, both for Shell Lubricants. At Shell Energy, Mike has overall responsibility for gas and power sales to end-use customers and retail marketers in the Northern United States and in Canada. He holds a BA in Public Administration from Laurentian University and a Graduate Diploma in Business.

ATTACHMENT 9

RECEIVED

JAN 28 2009

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

FEDERAL ENERGY REGULATORY COMMISSION
Washington, D.C. 20426

Approval of
Second Revised
Rate Schedule

In Reply Refer To:
Shell Energy North America (U.S.), L.P.
Docket No. ER08-656-003
September 16, 2008

Ms. Margaret A. Moore
Van Ness Feldman, P.C.
Attorney for Shell Energy North America (U.S.) L.P.
1050 Thomas Jefferson St., N.W.
Washington, D.C. 20007

Reference: Compliance with Order No. 697-A and Tariff Revision

Dear Ms. Moore:

Pursuant to the authority delegated to the Director, Division of Tariffs and Market Development - West, under 18 C.F.R. § 375.307, your submittal filed in the referenced docket is accepted for filing,¹ effective September 26, 2008, as requested.

On July 28, 2008, you filed on behalf of Shell Energy North America (US), L.P. (Shell) a revised market-based rate tariff to comply with Order No. 697-A. In addition, the revised market-based rate tariff provides for the sale of ancillary services in the market administered by the Midwest Independent System Operator, Inc.²

Your filing was noticed on August 20, 2007, with comments, protests or interventions due on or before August 29, 2008. None was filed.

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, or practice affecting such rate or service provided for in the filed documents; nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by

¹ Shell Energy North America (US), L.P., Second Revised Rate Schedule FERC No. 1, Original Sheet Nos. 1-3 (superseding First Revised Rate Schedule FERC No. 1).

² See *Midwest Indep. Sys. Operator, Inc.*, 123 FERC ¶ 61,297, at P 46 (2008).

Docket No. ER08-656-003

2

the Commission in any proceeding now pending or hereafter instituted by or against any of the applicant(s).

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Questions regarding the above order should be directed to:

Federal Energy Regulatory Commission
Attn: Michelle Barnaby
Phone: (202) 502-8407
Office of Energy Markets and Reliability
888 First Street, N.E.
Washington, D.C. 20426

Sincerely,

Steve P. Rodgers, Director
Division of Tariffs and Market
Development - West

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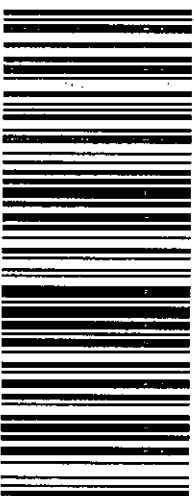

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<p>BARBARA BROWNING 713-767-5549 SHELL TRADING GAS & POWER CO. 909 FANNIN HOUSTON TX 77010</p> <p>SHIP TO: JAMES J. MCNULTY 717-772-7777 PENNSYLVANIA PUBLIC UTILITY COMM. 2ND FLOOR, ROOM N201 COMMONWEALTH KEYSTONE BUILDING 400 NORTH STREET HARRISBURG PA 17120-0200</p>	<p>1 OF 1</p> <p>3 LBS</p> <p>DWT:13,11,2</p> <p>PA 171 9-20</p> 	<p>UPS NEXT DAY AIR SAVER 1P</p> <p>TRACKING #: 1Z 2R9 634 13 9009 5563</p>		<p>BILLING: P/P</p> <p>UPS 11.0.17. WNTJF0 B4-0A 10/2008</p>  <p>TM</p>
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