

Table of Contents

Original Sheet No. 0	6
First Revised Sheet No. 1	7
Sheet No. 2	8
Original Sheet No. 10	9
First Revised Sheet No. 11	10
Sheet No. 12	11
Original Sheet No. 20	12
Original Sheet No. 21	13
Sheet No. 22	14
Original Sheet No. 100	15
First Revised Sheet No. 101	16
Original Sheet No. 102	17
First Revised Sheet No. 103	18
Original Sheet No. 104	19
Original Sheet No. 105	20
Sheet No. 106	21
Original Sheet No. 200	22
Original Sheet No. 201	23
Original Sheet No. 202	24
First Revised Sheet No. 203	25
Original Sheet No. 204	26
Sheet No. 205	27
Original Sheet No. 250	28
Original Sheet No. 251	29
Original Sheet No. 252	30
Original Sheet No. 253	31
Original Sheet No. 254	32
Sheet No. 255	33
Second Revised Sheet No. 300	34
Second Revised Sheet No. 301	35
First Revised Sheet No. 302	36
Sheet No. 303	37
Original Sheet No. 350	38
Original Sheet No. 351	39
Original Sheet No. 352	40
Original Sheet No. 353	41
Original Sheet No. 354	42
Original Sheet No. 355	43
Original Sheet No. 356	44
Original Sheet No. 357	45
Sheet No. 358	46
Original Sheet No. 400	47
Original Sheet No. 401	48
Original Sheet No. 402	49
Sheet No. 403	50

Original Sheet No. 450	51
Original Sheet No. 451	52
Original Sheet No. 452	53
Original Sheet No. 453	54
Original Sheet No. 454	55
Sheet No. 455	56
Original Sheet No. 500	57
Original Sheet No. 501	58
Original Sheet No. 502	59
Original Sheet No. 503	60
Original Sheet No. 504	61
Original Sheet No. 505	62
Original Sheet No. 506	63
Sheet No. 507	64
Original Sheet No. 550	65
Original Sheet No. 551	66
Sheet No. 552	67
Original Sheet No. 600	68
Original Sheet No. 601	69
Original Sheet No. 602	70
Original Sheet No. 603	71
Sheet No. 604	72
Original Sheet No. 650	73
Original Sheet No. 651	74
Original Sheet No. 652	75
Original Sheet No. 653	76
Original Sheet No. 654	77
Original Sheet No. 655	78
First Revised Sheet No. 656	79
Sheet No. 657	80
Original Sheet No. 700	81
Original Sheet No. 701	82
Original Sheet No. 702	83
Original Sheet No. 703	84
Original Sheet No. 704	85
Original Sheet No. 705	86
Sheet Nos. 706 - 749	87
Original Sheet No. 750	88
Original Sheet No. 751	89
Original Sheet No. 752	90
Original Sheet No. 753	91
Original Sheet No. 754	92
Original Sheet No. 755	93
Sheet No. 756	94
Original Sheet No. 800	95
Original Sheet No. 801	96

Original Sheet No. 802	97
Sheet No. 803	98
Original Sheet No. 850	99
Original Sheet No. 851	100
Original Sheet No. 852	101
Original Sheet No. 853	102
Original Sheet No. 854	103
Original Sheet No. 855	104
Original Sheet No. 856	105
Original Sheet No. 857	106
Sheet No. 858	107
Original Sheet No. 900	108
Original Sheet No. 901	109
Original Sheet No. 902	110
Sheet No. 903	111
Original Sheet No. 950	112
Original Sheet No. 951	113
Original Sheet No. 952	114
Original Sheet No. 953	115
Original Sheet No. 954	116
Sheet No. 955	117
First Revised Sheet No. 1000	118
First Revised Sheet No. 1001	119
Sheet No. 1002	120
First Revised Sheet No. 1050	121
First Revised Sheet No. 1051	122
First Revised Sheet No. 1052	123
First Revised Sheet No. 1053	124
First Revised Sheet No. 1054	125
First Revised Sheet No. 1055	126
Original Sheet No. 1056	127
Original Sheet No. 1057	128
Original Sheet No. 1058	129
Original Sheet No. 1059	130
Original Sheet No. 1060	131
Original Sheet No. 1061	132
Original Sheet No. 1062	133
Original Sheet No. 1063	134
Sheet No. 1064	135
Original Sheet No. 1100	136
Original Sheet No. 1101	137
Original Sheet No. 1102	138
Sheet No. 1103	139
Original Sheet No. 1150	140
Original Sheet No. 1151	141
Original Sheet No. 1152	142

Original Sheet No. 1153	143
Original Sheet No. 1154	144
Original Sheet No. 1155	145
Original Sheet No. 1156	146
Original Sheet No. 1157	147
Original Sheet No. 1158	148
Sheet No. 1159	149
Original Sheet No. 1200	150
Original Sheet No. 1201	151
Original Sheet No. 1202	152
Original Sheet No. 1203	153
Original Sheet No. 1204	154
Original Sheet No. 1205	155
Original Sheet No. 1206	156
Sheet No. 1207	157
Original Sheet No. 1250	158
Original Sheet No. 1251	159
Original Sheet No. 1252	160
Original Sheet No. 1253	161
Original Sheet No. 1254	162
Sheet No. 1255	163
Original Sheet No. 1300	164
Original Sheet No. 1301	165
Original Sheet No. 1302	166
Original Sheet No. 1303	167
Original Sheet No. 1304	168
Original Sheet No. 1305	169
Original Sheet No. 1306	170
Original Sheet No. 1307	171
Substitute Original Sheet No. 1307A	172
Original Sheet No. 1307A	173
Sheet No. 1308	174
Original Sheet No. 1350	175
Sheet No. 1351	176
Substitute First Revised Sheet No. 1400	177
Substitute First Revised Sheet No. 1401	178
Substitute First Revised Sheet No. 1402	179
Substitute First Revised Sheet No. 1403	180
Substitute First Revised Sheet No. 1404	181
Substitute First Revised Sheet No. 1405	182
Substitute First Revised Sheet No. 1406	183
Substitute First Revised Sheet No. 1407	184
Substitute First Revised Sheet No. 1408	185
First Revised Sheet No. 1409	186
First Revised Sheet No. 1410	187
Substitute First Revised Sheet No. 1411	188

Sheet No. 1412	189
Substitute First Revised Sheet No. 1413	190
Substitute First Revised Sheet No. 1414	191
Substitute First Revised Sheet No. 1415	192
Substitute First Revised Sheet No. 1416	193
Substitute Original Sheet No. 1417	194

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-61-000

Original Sheet No. 0 Gulf Crossing Pipeline Company LLC: Original Volume No. 1
Original Sheet No. 0

FERC GAS TARIFF

ORIGINAL VOLUME NO. 1

of

GULF CROSSING PIPELINE COMPANY LLC

Filed with
Federal Energy Regulatory Commission

Communications Covering Rates Should be Addressed to:

J. Kyle Stephens
Vice President, Regulatory Affairs
Gulf Crossing Pipeline Company LLC
9 East Greenway Plaza, Suite 2800
Houston, TX 77046
Phone: 713.479.8033
Fax: 713.479.1846
eMail: kyle.stephens@bwpmlp.com

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-000

First Revised Sheet No. 1 First Revised Sheet No. 1
Superseding: Original Sheet No. 1

TABLE OF CONTENTS

	Sheet No.
Table of Contents	1
Preliminary Statement	10
Map of System	11
Currently Effective Rates	20
Statement of Negotiated Rates	30
List of Non-Conforming Service Agreements	50
Rate Schedule for FTS - Firm Transportation Service	100
Rate Schedule for ITS - Interruptible Transportation Service	200
Rate Schedule for PS - Pooling Service	250
General Terms and Conditions	300
Section	
1 North American Energy Standards Board (NAESB)	300
2 Definitions	350
3 Quality of Gas	400
4 Measurement Procedures and Equipment	450
5 Creditworthiness	500
6 Primary, Secondary, Comprehensive, and Pooling Points	550
7 Operating Conditions	600
8 Request for Service	650
9 Annual Charge Adjustment, Discounting, and Negotiated Rates	700
10 Right of First Refusal	750
11 Auction Procedures	800
12 Nominations, Confirmations, and Scheduling	850
13 Allocations	900
14 Imbalance Resolution Procedures	950
15 Billing and Payments	1000
16 Capacity Release	1050
17 Segmentation	1100
18 Operational Plans/Emergency Procedures	1150
19 Penalties (including Unauthorized Receipts and Deliveries)	1200
20 Construction of Receipt and Delivery Facilities	1250
21 Miscellaneous Provisions	1300
22 Sale of Excess Inventory	1350
Form of Service Agreements	1400
Form of Service Agreement for FTS	1400
Form of Service Agreement for ITS	1402
Form of Service Agreement for PS	1403
Form of FTS Discounted Rate(s) Letter Agreement	1404
Form of ITS Discounted Rate(s) Letter Agreement	1409
Form of FTS Negotiated Rate(s) Letter Agreement	1413

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-61-000

Sheet No. 2 Sheet No. 2

Sheet Nos. 3 through 9 are currently not issued,
but are reserved for future use.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Original Sheet No. 10 Original Sheet No. 10

PRELIMINARY STATEMENT

Gulf Crossing Pipeline Company LLC (hereinafter called "Gulf Crossing") is a "Natural Gas company" as defined by the Natural Gas Act (52 Stat. 821, 15 U.S.C. §717-717n) and, as such, is subject to the jurisdiction of the Federal Energy Regulatory Commission, (hereinafter referred to as "FERC" or "Commission"). Gulf Crossing's pipeline system extends from Sherman, Texas to the Perryville, Louisiana area.

Gulf Crossing is an open-access transporter providing FERC authorized transportation services to qualified shippers under subparts B and G of Part 284 of the FERC's Regulations. Gulf Crossing may also engage in the sale of Gas under Subpart J of Part 284 of the FERC's Regulations. Gulf Crossing specifically disclaims any undertaking on its part to provide service as a common or public carrier.

This FERC Gas Tariff ("Tariff") is filed in compliance with Part 154, Chapter 1, Title 18, of the Code of Federal Regulations.

Effective Date: 06/01/2010 Status: Effective

FERC Docket: RP10-633-000

First Revised Sheet No. 11 First Revised Sheet No. 11
Superseding: Original Sheet No. 11

Map

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-61-000

Sheet No. 12 Sheet No. 12

Sheet Nos. 12 through 19 are currently not issued,
but are reserved for future use.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Original Sheet No. 20 Original Sheet No. 20

Currently Effective Transportation Rates (\$ per MMBtu)
For Service Under Rate Schedule FTS

	Base Tariff Rates	
	Maximum	Minimum
Daily Demand:	\$0.4247	\$0.0000
Commodity:	\$0.0037	\$0.0037

Fuel Rate = 1.00%

The transportation fuel rate is inclusive of .01% for lost and unaccounted for gas. Transportation service exempt from fuel will incur the .01% rate for lost and unaccounted for gas.

For transportation service on the Gulf South Lease including points between Tallulah, Louisiana and an interconnect with Transcontinental Gas Pipeline Corporation in Alabama, the rate shall be increased to include an incremental transportation charge of:

Daily Demand: \$0.1590
Commodity: \$0.0046

Fuel Rate = 0.54%

For transportation service on the Enogex Lease including points between Devon Gerty, Northridge, and Antero CRPs and an interconnect with Gulf Crossing at Bennington, OK the rate shall be increased to include an incremental transportation charge of:

Devon Gerty & Northridge Receipt Points:
Daily Demand: \$0.05
Commodity: \$0.04
Fuel Rate = 0.65%

Antero Receipt Point(s):
Daily Demand: \$0.11
Commodity: \$0.00

Fuel Rate = The Fuel Rate applicable to Enogex System's Eastern Zone, as stated in Enogex's Statement of Operating Conditions.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Original Sheet No. 21 Original Sheet No. 21

Currently Effective Transportation Rates (\$ per MMBtu)
For Service Under Rate Schedule ITS

Base Tariff Rates
Maximum Minimum

Commodity: \$0.4283 \$0.0037

Fuel Rate = 1.00%

The transportation fuel rate is inclusive of .01% for lost and unaccounted for gas. Transportation service exempt from fuel will incur the .01% rate for lost and unaccounted for gas.

For transportation service on the Gulf South Lease including points between Tallulah, Louisiana and an interconnect with Transcontinental Gas Pipeline Corporation in Alabama, the rate shall be increased to include an incremental transportation charge of:

Commodity: \$0.1636

Fuel Rate = 0.54%

For transportation service on the Enogex Lease including points between Devon Gerty, Northridge, and Antero CRPs and an interconnect with Gulf Crossing at Bennington, OK the rate shall be increased to include an incremental transportation charge of:

Devon Gerty & Northridge Receipt Points:

Commodity: \$0.09

Fuel Rate = 0.65%

Antero Receipt Point(s):

Commodity: \$0.11

Fuel Rate = The Fuel Rate applicable to Enogex System's Eastern Zone, as stated in Enogex's Statement of Operating Conditions.

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-61-000

Sheet No. 22 Sheet No. 22

Sheet Nos. 22 through 99 are not issued,
but are reserved for future use.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Original Sheet No. 100 Original Sheet No. 100

FTS RATE SCHEDULE
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

- (a) This Firm Transportation Service (FTS) Rate Schedule is available for firm transportation service by Gulf Crossing. Transportation service is available to any Customer provided that:
 - (i) Customer makes a valid request pursuant to Section 8 of the General Terms and Conditions of this Tariff and executes a FTS service agreement with Gulf Crossing, and
 - (ii) on the date service commences, firm capacity is available on Gulf Crossing's system or portion thereof, including Primary Receipt Point(s) and Primary Delivery Point(s).
- (b) For purposes of determining availability of firm transportation service on Gulf Crossing's system, Gulf Crossing shall not be required to provide any requested transportation service:
 - (i) for which firm capacity is not available on its system;
 - (ii) which would require the construction, modification, expansion or acquisition of any facilities; provided, however, that Gulf Crossing may agree at its sole discretion, to be exercised on a non-discriminatory basis, to construct, modify, expand or acquire facilities to enable it to perform such firm transportation services;
 - (iii) which would cause a reduction in Gulf Crossing's available firm capacity disproportionate to the level of service requested;

Effective Date: 04/02/2010 Status: Effective
FERC Docket: RP10-452-000

First Revised Sheet No. 101 First Revised Sheet No. 101
Superseding: Original Sheet No. 101

FTS RATE SCHEDULE
(Continued)

- (iv) if, Customer does not meet Gulf Crossing's credit standards to make it reasonably likely the service provided will be paid for on a timely basis and Customer refuses to provide the security required in Section 5.4 of the General Terms and Conditions; or
- (v) if the applicable FTS service agreement has expired, no right of first refusal has been exercised or no evergreen rights have been executed.

2. APPLICABILITY AND CHARACTER OF SERVICE

This FTS Rate Schedule shall apply to all firm transportation service rendered by Gulf Crossing pursuant to an executed FTS service agreement. The transportation service provided under this FTS Rate Schedule shall be performed under Subparts B and G of Part 284 of the FERC's Regulations.

Firm transportation service rendered by Gulf Crossing under this FTS Rate Schedule shall consist of:

- (a) the receipt of Natural Gas tendered by Customer at primary and secondary receipt points for transportation, through Gulf Crossing's system up to the service agreement MDQ. Gulf Crossing shall redeliver Equivalent Quantities to Customer or for Customer's account at the primary and/or secondary delivery points;

FTS RATE SCHEDULE
(Continued)

- (b) service provided on a firm basis shall not be subject to curtailment or interruption except as provided in Section 18 of the General Terms and Conditions;
- (c) a stated MDQ that will be in effect for the entire term of the service agreement, provided however, that Gulf Crossing and the Customer may agree at the time of service agreement execution that the MDQ will increase by specified amounts at specific points in time or Customer may request during the term of the service agreement to increase its MDQ subject to the provisions of Section 8 of the General Terms and Conditions.
- (d) Gulf Crossing and a Customer may agree at the time of initial service agreement execution to either (1) a contractual right of first refusal or (2) a one time evergreen option provided such option shall not exceed the initial service agreement term and MDQ.

3. TERM

The FTS service agreement shall be for a mutually agreeable term. Any customer may request an evergreen provision for a service agreement not subject to a right of first refusal provision. This evergreen provision will be limited to a single renewal period with a term and a rate that is mutually agreed upon.

Effective Date: 01/24/2009 Status: Effective
FERC Docket: RP09-61-004

First Revised Sheet No. 103 First Revised Sheet No. 103
Superseding: Original Sheet No. 103

FTS RATE SCHEDULE
(Continued)

4. PRIORITY OF SERVICE

Priority of service shall be determined in accordance with Sections 12 and 18 of the General Terms and Conditions.

5. RATE

Unless otherwise agreed by Gulf Crossing and Customer, Customer shall pay Gulf Crossing under this FTS Rate Schedule (i) a daily reservation charge based on Customer's MDQ and (ii) a usage charge for each unit of Gas delivered. Customer shall also pay Gulf Crossing such other charges as set forth in this FTS Rate Schedule and the General Terms and Conditions. The maximum applicable rates per Dekatherm under this rate schedule are set forth on Sheet No. 20.

(a) Unless otherwise agreed upon by Gulf Crossing and Customer as part of a negotiated rate agreement, the maximum reservation charge shall be the maximum daily reservation rate multiplied by Customer's MDQ and multiplied by the number of Days in the billing month. Where Customer transports Gas on any of Gulf Crossing's transportation facilities, the maximum usage charge shall be the maximum unit usage rate multiplied by the quantity of Gas actually delivered by Gulf Crossing under the FTS service agreement during the billing month unless otherwise agreed upon by Gulf Crossing and Customer. Customer shall also pay Gulf Crossing all other applicable charges as set forth on Sheet No. 20.

(b) Gulf Crossing shall retain an in-kind Fuel and Company-Used Gas allowance at all receipt points as set forth on Sheet No. 20.

Gulf Crossing may from time to time determine receipt and delivery point combinations or paths on its system where fuel will not be used or charged for a particular transaction ("Zero Fuel Transactions"). Zero Fuel Transactions will be determined by a review of projected system flows and the indication that on an aggregate basis no incremental fuel will be required to facilitate those transactions. Gulf Crossing will file with the Commission any Zero Fuel Transactions which Gulf Crossing proposes to exempt from fuel charges and will demonstrate that

FTS RATE SCHEDULE
(Continued)

such transactions do not require the use on an aggregate basis of incremental fuel. Any Zero Fuel Transactions approved by the Commission will be posted to the Gulf Crossing Web Site. If at any time any such approved Zero Fuel Transaction begins utilizing fuel, Gulf Crossing may remove such transaction from its Web Site listing and reinstate fuel charges.

- (c) Gulf Crossing shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (i) the filed rates and charges applicable under this FTS Rate Schedule, including both the level and design of such rates and charges; and/or (ii) this FTS Rate Schedule and the General Terms and Conditions. Customer shall have the right to protest or contest the aforementioned filings.

6. OTHER PROVISIONS

Customer shall reimburse Gulf Crossing for all fees required by FERC or any governmental or regulatory body related to the specific service provided under this FTS Rate Schedule and/or taxes on the delivery of Gas into Gulf Crossing's pipeline within ten (10) Days from receipt of Gulf Crossing's invoice to Customer for payment. Such fees shall include, but are not limited to, filing, reporting, and application fees.

Customer must have good title to all Gas or a current contractual right to acquire title, a right to ship the Gas, and must enter into all necessary arrangements to assure that upstream and downstream transportation, if any, will be in place prior to the commencement of service.

Unless otherwise provided herein, nothing shall require Gulf Crossing to install equipment or facilities to facilitate a requested transaction.

FTS RATE SCHEDULE
(Continued)

Termination of any service agreement under this FTS Rate Schedule shall not relieve Gulf Crossing and Customer of the obligation to correct volume imbalances or pay monies due either party.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff, as they may be amended from time to time, are incorporated by reference and made a part of this FTS Rate Schedule and shall apply to service rendered.

8. OVERRUN PROVISION

Customer shall not nominate daily quantities in excess of Customer's MDQ. If any Customer takes Gas from Gulf Crossing in excess of its service agreement MDQ on any Day, such Customer shall pay Gulf Crossing an amount equal to the product of the Overrun Quantity times the Overrun Rate. Gulf Crossing shall determine Overrun Quantity, when applicable, based upon the difference between (1) the total daily allocated delivery quantities under the Customer's service agreement and (2) Customer's MDQ. The "Overrun Rate" shall be the maximum applicable daily Tariff rate, unless another rate is agreed to by the parties in writing prior to the time the overrun occurs. If an overrun occurs during a Critical Period, and/or OFO, then the overrun shall be subject to the penalties set forth in Section 19 and such other provisions of this Tariff as may be applicable.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 106 Sheet No. 106

Sheet Nos. 106 through 199 are not issued,
but are reserved for future use.

ITS RATE SCHEDULE
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

- (a) This Interruptible Transportation Service (ITS) Rate Schedule is available for interruptible transportation service by Gulf Crossing. Interruptible transportation service is available to any Customer to the extent that:
 - (i) Customer makes a valid request as defined in Section 8 of the General Terms and Conditions and executes an ITS agreement with Gulf Crossing, and
 - (ii) on the date nominations are scheduled under an ITS agreement, interruptible capacity is available on Gulf Crossing's system or portion thereof, including receipt and delivery points.
- (b) For purposes of determining availability of interruptible transportation service on Gulf Crossing's system, Gulf Crossing shall not be required to provide any requested interruptible transportation service:
 - (i) which would cause a reduction in Gulf Crossing's capacity disproportionate to the level of service requested;
 - (ii) which could in Gulf Crossing's reasonable judgment adversely affect the physical operation of its system or service to firm customers;
 - (iii) if, Customer does not meet Gulf Crossing's credit standards so that it is reasonably likely the service provided will be paid for on a timely basis and Customer refuses to provide the security required in Section 5.4 of the General Terms and Conditions; or
 - (iv) if the applicable ITS agreement has expired.

ITS RATE SCHEDULE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

This ITS Rate Schedule shall apply to all interruptible transportation service provided by Gulf Crossing pursuant to an executed ITS agreement.

Interruptible transportation service provided by Gulf Crossing under this ITS Rate Schedule shall consist of:

- (a) access to all receipt and delivery locations on the Gulf Crossing system, also known as Comprehensive Points;
- (b) the receipt of Natural Gas tendered by the Customer at receipt points for transportation through Gulf Crossing's system. Gulf Crossing shall redeliver Equivalent Quantities to Customer or for Customer's account at delivery points; and
- (c) service provided on an interruptible basis. Interruption of service includes without limitation decreasing, suspending, or discontinuing the receipt and/or delivery of Gas in accordance with the priorities set out in Section 12 and Section 18 of the General Terms and Conditions.

ITS RATE SCHEDULE
(Continued)

3. PRIORITY OF SERVICE

Priority of service shall be determined in accordance with Sections 12 and 18 of the General Terms and Conditions.

4. RATE

Unless otherwise agreed upon by Gulf Crossing and Customer, Customer shall pay Gulf Crossing each month under this ITS Rate Schedule a usage charge for each unit of Gas delivered and such other charges as are identified in this ITS Rate Schedule and the General Terms and Conditions. The charges are as follows:

- (a) Unless otherwise agreed upon by Gulf Crossing and Customer, the maximum daily transportation usage charge for service under this ITS Rate Schedule shall be the maximum unit rate set out on Sheet No. 20 of this Tariff multiplied by the quantity of Gas actually delivered under the ITS agreement by Gulf Crossing during the billing month. Customer shall also pay Gulf Crossing all other charges as set forth on Sheet No. 21.
- (b) Unless otherwise agreed upon, Gulf Crossing shall retain an in-kind Fuel and Company-Used Gas allowance at all receipt points. The percentage figure used for determining the amount of this retention is set forth on Sheet No. 21.

Effective Date: 01/24/2009 Status: Effective
FERC Docket: RP09-61-004

First Revised Sheet No. 203 First Revised Sheet No. 203
Superseding: Original Sheet No. 203

ITS RATE SCHEDULE
(Continued)

Gulf Crossing may from time to time determine receipt and delivery point combinations or paths on its system where fuel will not be used or charged for a particular transaction ("Zero Fuel Transactions"). Zero Fuel Transactions will be determined by a review of projected system flows and the indication that on an aggregate basis no incremental fuel will be required to facilitate those transactions. Gulf Crossing will file with the Commission any Zero Fuel Transactions which Gulf Crossing proposes to exempt from fuel charges and will demonstrate that such transactions do not require the use on an aggregate basis of incremental fuel. Any Zero Fuel Transactions approved by the Commission will be posted to the Gulf Crossing Web Site. If at any time any such approved Zero Fuel Transaction begins utilizing fuel, Gulf Crossing may remove such transaction from its Web Site listing and reinstate fuel charges.

- (c) Gulf Crossing shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in (i) the filed rates and charges applicable under this ITS Rate Schedule, including both the level and design of such rates and charges and the corresponding General Terms and Conditions; and/or (ii) this ITS Rate Schedule. Customer shall have the right to protest or contest the aforementioned filings.

ITS RATE SCHEDULE
(Continued)

5. OTHER PROVISIONS

Customer shall reimburse Gulf Crossing for all fees required by the FERC or any governmental or regulatory body related to the specific service provided under this ITS Rate Schedule and/or taxes on the delivery of Gas into Gulf Crossing's pipeline within ten (10) Days after receipt of Gulf Crossing's invoice to Customer for payment. Such fees shall include, but are not limited to, filing, reporting, and application fees.

Customer must have good title to all Gas or a current contractual right to acquire title, a right to ship the Gas, and must enter into all necessary arrangements to assure that upstream and downstream transportation, if any, will be in place prior to the commencement of service.

Unless otherwise provided herein, nothing shall require Gulf Crossing to install equipment or facilities to facilitate a request for ITS service.

Either party may cancel their ITS service agreement at any time by giving written notice to the other at least thirty (30) Days prior to the date on which cancellation is requested. Termination of any service agreement under this ITS Rate Schedule shall not relieve Gulf Crossing and Customer of the obligation to correct volume imbalances or pay monies due either party. In the event that a Customer does not nominate and tender Gas for transportation within ninety (90) Days under an ITS service agreement following the later of (i) the service agreement Date or (ii) the completion date of any constructed facilities, or if Customer does not flow on average at least 5,000 Dth per Day during any three month period, Gulf Crossing may, in the absence of force majeure, terminate the ITS service agreement by giving written notice of such termination to the other party.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff, as they may be amended from time to time, are incorporated by reference and made a part of this ITS Rate Schedule, and shall apply to service rendered hereunder as though stated herein.

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-61-000

Sheet No. 205 Sheet No. 205

Sheet Nos. 205 through 249 are not issued,
but are reserved for future use.

PS RATE SCHEDULE
POOLING SERVICE

1. AVAILABILITY

- (a) This Pooling Service (PS) is available to all entities. All terms in quotes, parenthesis and/or initial capital letters as set forth in this PS Rate Schedule are defined herein or in the General Terms and Conditions of this Tariff. Pooling service is available to any Customer provided that:
 - (i) Customer makes a valid request, and executes a Pooling Service Agreement ("PS Agreement") with Gulf Crossing.
 - (ii) on the date nominations are scheduled under a PS Agreement, capacity is available on Gulf Crossing's system including receipt and delivery points.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This PS Rate Schedule shall be available to all Customers which have executed a PS Agreement. Pooling Service rendered under this PS Rate Schedule shall consist of the establishment of one or more pooling areas, each area containing one paper Pooling Point, which can serve as a pool for all of the receipt points located within the same pooling area. Gulf Crossing shall designate on its Internet Web Site the applicable pooling area for each receipt point location. Gulf Crossing may add, modify, or delete Pooling Point(s) upon notice to Customers; provide, any change to Pooling Point(s) will become effective on the first day of a month.
- (b) A Pooling Customer can only bring receipts to a Pooling Point from receipt points located within the same pooling area.

PS RATE SCHEDULE
(Continued)

- (c) A Pooling Point may be a secondary receipt point for firm transportation Customers and is available as a comprehensive receipt point for interruptible transportation Customers. A Pooling Point shall not be used as a primary point on any firm service agreement.
- (d) A Pooling Customer shall provide Gulf Crossing, for purposes of scheduling receipts into and transportation away from the pooling area with a ranking of the Pooling Customer's suppliers and customers which the Pooling Customer is serving at each Pooling Point. In the event suppliers or customers have the same ranking, they will be treated pro rata based on scheduled nominations.
- (e) Each Pooling Customer shall be required to nominate, in accordance with Section 12 of the General Terms and Conditions, receipts which will be delivered into each Pooling Point. The receipts which are nominated into the pool must equal the deliveries being made by that Pooling Customer from the pool. If more than one pooling area is available, a Pooling Customer will not be allowed to net receipts between various Pooling Points in order to balance its receipts and deliveries. However, Gulf Crossing will allow, provided capacity exists at the time the request is made, a Pooling Customer to transport gas from one pooling area to another pooling area under a transportation agreement. In the event a Pooling Customer's receipts into a pool do not equal the deliveries being made from the pool, Gulf Crossing will have the right to conform the pooling service agreement. Gulf Crossing shall conform said contract by reducing receipts beginning with the lowest ranked supply or reducing markets beginning with lowest ranked customer.

PS RATE SCHEDULE
(Continued)

- (f) A Pooling Customer shall be responsible for any imbalance which occurs between actual allocated receipt quantities and confirmed receipt nominations. Transportation Customers shall be responsible for all imbalances which occur between actual allocated delivery quantities and confirmed delivery nominations.
- (g) A Pooling Customer may transfer gas to another Pooling Customer at the same Pooling Point without incurring a transportation charge.
- (h) A Pooling Customer can only sell gas at a Pooling Point to another Pooling Customer or to a Gulf Crossing transportation Customer.

3. TERM

The term shall be for a mutually agreeable term.

4. PRIORITY OF SERVICE

If a capacity constraint should arise in the pooling area, capacity shall be scheduled under this Rate Schedule in accordance with the scheduling priority for pooling service set forth in Sections 12.4 (c). Gulf Crossing shall also use the Customer Rankings provided by the Pooling Customer when allocating capacity at the pool. Nothing in this section shall affect the scheduling priorities of Customers not using this PS Rate Schedule.

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-61-000

Original Sheet No. 253 Original Sheet No. 253

PS RATE SCHEDULE
(Continued)

5. RATE

No rate will be charged to a Pooling Customer for gas nominated from a receipt point into a Pooling Point under this Pooling Service Rate Schedule; provided, however, if the gas is being nominated from a point subject to an incremental transportation charge, then the Pooling Customer shall pay the applicable incremental transportation charge as may be agreed upon by the parties. Fuel shall not be retained on nominations between the receipt point and the Pooling Point.

PS RATE SCHEDULE
(Continued)

6. OTHER PROVISIONS

A Pooling Customer shall reimburse Gulf Crossing for all fees required by FERC or any governmental or regulatory body related to the specific service provided under this PS Rate Schedule and/or taxes on the nomination of gas into Gulf Crossing's pipeline within ten (10) days from receipt of Gulf Crossing's invoice to Pooling Customer for payment. Such fees shall include, but are not limited to, filing, reporting, and application fees.

Either party may cancel their PS service agreement as of the end of the primary term by giving written notice to the other at least thirty (30) days prior to the date on which cancellation is requested. Termination of any service agreement under this PS Rate Schedule shall not relieve Gulf Crossing and Customer of the obligation to correct volume imbalances or pay monies due either party.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Tariff, as they may be amended from time to time, are incorporated by reference and made a part of this PS Rate Schedule and shall apply to service rendered thereunder. Provided, however, that regarding transportation service transactions with Gulf Crossing in which service provided under this PS Rate Schedule is involved in any manner, at any point in the transportation chain from receipt point to delivery point, Gulf Crossing shall not be liable for loss, costs, claims, expenses, penalties, or damages that directly or indirectly result from complying with the Pooling Customer's ranking of suppliers and Customers unless Gulf Crossing was negligent or acted willfully.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 255 Sheet No. 255

Sheet No. 255 through 299 are not issued,
but are reserved for future use.

Effective Date: 02/19/2010 Status: Effective
FERC Docket: RP10-318-000

Second Revised Sheet No. 300 Second Revised Sheet No. 300
Superseding: First Revised Sheet No. 300

GENERAL TERMS AND CONDITIONS
Section 1

1. North American Energy Standards Board ("NAESB")

In accordance with Commission Order No. 587-T issued February 24, 2009 Gulf Crossing incorporates by reference the following Version 1.8 NAESB standards, definitions, and datasets dated September 30, 2006 adopted by the Wholesale Gas Quadrant of NAESB:

1.1 Additional Standards (Version 1.8, September 30, 2006):

(a) General

(i) Standards: 0.3.1 and 0.3.2

(b) Creditworthiness

(i) Standards: 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, and 0.3.10

(c) Gas/Electric Operational Communications

(i) Definitions: 0.2.1, 0.2.2, and 0.2.3

(ii) Standards: 0.3.11, 0.3.12, 0.3.13, 0.3.14, and 0.3.15

(iii) Dataset: 0.4.1

1.2 Nominations (Version 1.8, September 30, 2006):

(a) Definitions: 1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, and 1.2.19

(b) Standards: 1.3.1, 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.7, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, and 1.3.79

(c) Datasets: 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, and 1.4.7

GENERAL TERMS AND CONDITIONS
Section 1
(Continued)

- 1.3 Flowing Gas (Version 1.8, September 30, 2006)
- (a) Definitions: 2.2.1, 2.2.2, 2.2.3, 2.2.4, and 2.2.5
 - (b) Standards: 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, and 2.3.65
 - (c) Datasets: 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17*, and 2.4.18*
- 1.4 Invoicing (Version 1.8, September 30, 2006):
- (a) Definitions: 3.2.1
 - (b) Standards: 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25 and 3.3.26
 - (c) Datasets: 3.4.1, 3.4.2, 3.4.3 and 3.4.4
- 1.5 Quadrant Electronic Delivery Mechanism (Version 1.8, September 30, 2006):
- (a) Definitions: 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19 and 4.2.20
 - (b) Standards: 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, and 4.3.89, 4.3.90, 4.3.91, 4.3.92, and 4.3.93

* Dataset 2.4.17 is mutually agreeable pursuant to Standard 2.3.65. Dataset 2.4.18 is a mutually agreeable dataset.

GENERAL TERMS AND CONDITIONS
Section 1
(Continued)

- 1.6 Capacity Release (Version 1.8, September 30, 2006):
- (a) Definitions: 5.2.1, 5.2.2, and 5.2.3
 - (b) Standards: 5.3.1, 5.3.2, 5.3.3, 5.3.4, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.16, 5.3.17, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59, and 5.3.60
 - (c) Datasets: 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22, and 5.4.23
- 1.7 Internet Electronic Transport (Version 1.8, September 30, 2006):
- (a) Definitions: 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, and 10.2.38
 - (b) Standards: 10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.13, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, and 10.3.25

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-61-000

Sheet No. 303 Sheet No. 303

Sheet Nos. 303 through 349 are not issued,
but are reserved for future use.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Original Sheet No. 350 Original Sheet No. 350

GENERAL TERMS AND CONDITIONS
Section 2

The following definitions may be utilized throughout this Tariff. Additional defined terms initially identified with quotes and/or parentheses are also utilized within sections of this Tariff. In addition, Gulf Crossing has incorporated defined terms from NAESB by reference as set forth in Section 1 of the General Terms and Conditions of this Tariff.

2. DEFINITIONS

"Available Quantities" shall mean the (i) applicable Primary Path, point or service agreement MDQ as established in a service agreement or, (ii) for interruptible services, the quantities nominated and confirmed; such quantity being divided by (24) twenty-four and multiplied by the remaining hours in the Day plus the Elapsed-Prorated-Scheduled Quantity, if any.

"Bid Period" shall mean the length of time an auction or other bidding process will remain open for bidding on Gulf Crossing's Internet Web Site.

"British Thermal Unit" ("BTU") shall mean the quantity of heat required to raise the temperature of one (1) pound avoirdupois of pure water from fifty-eight and five-tenths degrees Fahrenheit (58.5EF.) to fifty-nine and five-tenths degrees Fahrenheit (59.5EF.) at a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).

"Bump" shall mean the displacement of a scheduled interruptible service during the Evening or Intra-day 1 cycles resulting from scheduling of increased firm nominations during such cycles.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Original Sheet No. 351 Original Sheet No. 351

GENERAL TERMS AND CONDITIONS
Section 2
(Continued)

"Comprehensive Points" refers to all receipt and delivery points, including Pooling Points, on Gulf Crossing's system.

"Cubic foot of Gas," for the purpose of measurement of the Gas and for all other purposes of this Tariff, is the amount of Gas necessary to fill a cubic foot of space when the Gas is at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch and at a base temperature of sixty (60) degrees Fahrenheit.

"Customer" shall mean any entity that has entered into a service agreement with Gulf Crossing under one or more of Gulf Crossing's rate schedules and any Operator of a facility at which Gas flows into or out of Gulf Crossing's system.

"EDI" shall mean Electronic Data Interchange in accordance with NAESB Standards. EDI will be available on a nondiscriminatory basis to any party. A trading partner agreement(s) between Gulf Crossing and such party is required for electronic transmission of data.

"Emergency Gas" shall mean gas purchased or utilized to protect system integrity.

GENERAL TERMS AND CONDITIONS
Section 2
(Continued)

"Equivalent Quantities" shall mean the quantity of Gas, as expressed in Dekatherms, required for delivery by Gulf Crossing for the account of Customer at the delivery point provided in any agreement for that Customer covering the quantity of Gas received, as adjusted for PTR if processed for customer's account, separator Gas and the then current Fuel and Company-Used Gas allowance, if applicable.

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

"Firm Primary Service" is the scheduling priority for service under a firm service agreement where the nominated path is a Primary Path with Available Quantities.

"Firm In-the-Path Service" is the scheduling priority for service under a firm service agreement where both the receipt point and the delivery point on the nominated path are located within a Primary Path with Available Quantities under the firm service agreement.

"Firm Out-of-Path Service" is the scheduling priority for service under a firm service agreement where at least one point on the nominated path (1) is located outside the Primary Path with Available Quantities under the firm service agreement or (2) does not have Available Quantities under the firm service agreement.

"Fuel and Company-Used Gas" shall mean that portion, expressed as a percent, of all Gas received by Gulf Crossing into its system which is used in the operation of Gulf Crossing's system and which includes any lost and unaccounted for gas.

GENERAL TERMS AND CONDITIONS
Section 2
(Continued)

"Hydrocarbon Dew Point" shall mean cricondentherm, the highest temperature at which the vapor-liquid equilibrium may be present. The Hydrocarbon Dew Point (cricondentherm) calculations are performed using the Peng-Robinson equation of state.

"Internet Web Site" shall refer to Gulf Crossing's designated site accessible via the public Internet's World Wide Web where electronic communication activities, excluding EDI, are made available.

"Liquid Hydrocarbons" shall include those liquid hydrocarbon mixtures which are gaseous at reservoir temperatures and pressures but are recoverable by condensation or absorption.

"Maximum Daily Quantity" ("MDQ") When used in conjunction with the performance of a transportation service the term "Maximum Daily Quantity" shall mean the maximum service agreement quantity of Gas converted to Dekatherms which Gulf Crossing is obligated to receive from or deliver to a Customer in accordance with its agreement with Gulf Crossing in any one Day.

The Maximum Daily Quantity may be expressed as the Maximum Daily Quantity for a Contract, a Point / Meter, or a Primary Path and will be designated within the firm service agreement.

"Mcf" shall mean one thousand (1,000) cubic feet of gas.

GENERAL TERMS AND CONDITIONS
Section 2
(Continued)

"Measured Quantities" shall mean the product of the corrected heating value times the measured Mcf at 14.73 psia. The gross heating value is the number of BTU's produced by the complete combustion, at constant pressure, of the quantity of Gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60EF.), if saturated with water vapor and at a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia) and under standard gravitational force (acceleration of 980.665 cm per second) with air of the same temperature and pressure as the Gas when the products of combustion are cooled to the initial temperature of the Gas and air and when the water formed by combustion is condensed to the liquid state.

The gross heating value so determined shall be corrected from the conditions of testing to that of the actual condition of the Gas as delivered (including the conversion from saturated to actual conditions) expressed in BTU's per cubic foot. If the Gas as delivered contains seven (7) pounds of water vapor or less per one million (1,000,000) cubic feet, such Gas shall be assumed to have zero (0) pounds of water per one million (1,000,000) cubic feet (dry gas). Standardize the reporting basis for BTU as 14.73, and psia, 60 degrees F (101.325 kPA and 15 degrees C, and dry).

"Month" shall mean a period beginning at 9:00 A.M. Central Clock Time on the first Day of a calendar month and ending at 9:00 A.M. Central Clock Time on the first Day of the next succeeding calendar month.

"Natural Gas" or "Gas" shall mean any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting essentially of methane.

GENERAL TERMS AND CONDITIONS
Section 2
(Continued)

"Operator" shall include any person and/or entity responsible for operating facilities that are interconnected to Gulf Crossing or acting as agent for the interconnected party and who is authorized to confirm Customer nominations and ensure, in cooperation with the Customer and other persons in the confirmation path, that physical flows conform to the nominations. The Operator must have the ability to control or cause the control of the physical operation of the facilities interconnected to the pipeline.

"Payback Quantities" shall mean a quantity of Gas nominated by a Customer to clear a current production month imbalance.

"Plant Thermal Reduction" ("PTR") shall mean the total loss in BTU's attributable to the processing of Gas, and shall include, without limitation, plant fuel, flare, shrinkage and other losses.

"Pooling" shall mean 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points.

"Pooling Customer" shall mean any Customer which has executed a Pooling Service Agreement pursuant to the PS Rate Schedule.

"Pooling Point" shall mean a "paper" point of transfer whereby suppliers can aggregate Gas supplies for delivery to downstream markets.

GENERAL TERMS AND CONDITIONS
Section 2
(Continued)

"Potential Customer" shall mean any entity which may desire service from Gulf Crossing and may participate in activities pursuant to the terms of this Tariff prior to execution of a service agreement.

"Prearranged Customer" shall mean any entity specified by the Releasing Customer to obtain capacity from the Releasing Customer pursuant to the capacity release provisions hereof.

"Primary Delivery Point" shall mean a physical delivery point identified on a Primary Path as designated within a firm service agreement.

"Primary Path" or "Primary Point Pair" shall mean a point pair with a Maximum Daily Quantity consisting of a Primary Receipt Point and a Primary Delivery Point as designated within a firm service agreement.

"Primary Receipt Point" shall mean a physical receipt point identified on a Primary Path as designated within a firm service agreement.

"Releasing Customer" shall mean a Customer which has notified Gulf Crossing that it desires to release firm capacity pursuant to the capacity release provisions hereof.

"Replacement Customer" shall mean a Potential or Prearranged Customer which has executed a service agreement with Gulf Crossing for released capacity pursuant to the capacity release provisions hereof.

GENERAL TERMS AND CONDITIONS
Section 2
(Continued)

"Segmentation" - The ability of a Customer under a firm service agreement to subdivide its capacity into segments and to use those segments for different capacity transactions. Segmentation may be implemented by the Customer by designating one or more discrete transportation combinations (receipt point to delivery point), each of which being equal to or less than Customer's Primary Path MDQ for that pipeline segment.

"Segmentation Point" applies to a segmentation transaction and shall mean the physical meter location in the path where two segments meet but do not overlap.

"Unauthorized Delivery" shall mean Gas that is delivered from Gulf Crossing's system on any Day without a scheduled quantity or that amount of Gas delivered from Gulf Crossing's system in excess of 110% of scheduled quantities on any Day.

"Unauthorized Receipt" shall mean Gas that is delivered into Gulf Crossing's system on any Day without a scheduled quantity or that amount of Gas delivered into Gulf Crossing's system in excess of 110% of scheduled quantities on any Day.

"Uniform Hourly Rate of Flow" shall mean the quantity of Gas to be received and delivered each hour. The term "Hour" shall mean each period of sixty (60) consecutive minutes during a Day. The Uniform Hourly Rate of Flow shall be equal to the scheduled quantities for the applicable nomination cycle less the Elapsed-Prorated-Scheduled Quantity for the cycle divided by the remaining hours in the Day. For purposes of awarding firm service capacity, Gulf Crossing shall divide a customer's requested MDQ by 24 and reserve that amount of capacity for a customer on an hourly basis.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 358 Sheet No. 358

Sheet Nos. 358 through 399 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 3

3. QUALITY OF GAS

3.1 Heat Content. The Gas tendered at each receipt and delivery point shall contain a gross heating value of not less than 950 BTU per cubic foot nor more than 1110 BTU per cubic foot measured on a dry basis.

3.2 The Gas which Gulf Crossing delivers to Customer and the Gas which Customer delivers to Gulf Crossing for transport shall comply with the following requirements:

(a) Shall be commercially free from dust, gums, gum-forming constituents, dirt, impurities, or other solid, liquid or Gas matter which might interfere with its merchantability or cause injury to or interference with proper operation of the pipelines, regulators, meters, or other equipment of Gulf Crossing;

(b) Shall not contain more than .25 grain of hydrogen sulphide per 100 cubic feet of Gas;

(c) Shall not contain more than 10 grains of total sulphur (including the sulphur in hydrogen sulphide and mercaptans) per 100 cubic feet;

(d) Shall be delivered at a temperature not in excess of 120 degrees Fahrenheit or less than 40 degrees Fahrenheit;

(e) Shall not at any time have an oxygen content in excess of 0.1 percent by volume, and the Parties hereto shall make every reasonable effort to keep the Gas free of oxygen;

(f) Shall not contain more than 2 percent by volume of carbon dioxide for Gas received from any individual receipt point on an absolute basis;

GENERAL TERMS AND CONDITIONS
Section 3
Continued

(g) Shall not contain more than 3 percent by volume of nitrogen for Gas received from any individual receipt point on an absolute basis;

(h) Shall not contain more than 4 percent by volume of total inerts including carbon dioxide, nitrogen, and oxygen;

(i) Shall not contain water vapor in excess of 7 pounds per million cubic feet of Gas from any individual receipt point on an absolute basis;

(j) Other Contaminates - The gas shall contain no carbon monoxide, halogens or olifin hydrocarbons, and no more than four hundred parts per million (400 ppm) by volume of hydrogen; and

(k) Hydrocarbon Dew Point - Except as otherwise provided herein the Hydrocarbon Dew Point as calculated by Gulf Crossing at any receipt point shall not exceed 15 degrees Fahrenheit.

- 3.3 Customer's Failure to Meet Specifications. Should any Gas tendered by Customer to Gulf Crossing hereunder fail at any time to conform to any of the specifications of this Section, Gulf Crossing shall notify the Customer responsible of such failure, and Gulf Crossing may refuse to accept all or a portion of such off-specification gas. Upon receipt of notice by Gulf Crossing, Customer shall, at its expense, make a diligent effort to correct such failure by treatment, cooling, or dehydration consistent with prudent operation so as to tender Gas conforming to the above specifications. Gulf Crossing shall be relieved of its obligations hereunder until Gulf Crossing has verified that the Gas meets all quality specifications; provided, however, such refusal to accept off-specification Gas shall not relieve Customer of its payment obligations hereunder.

GENERAL TERMS AND CONDITIONS
Section 3
Continued

- 3.4 Gulf Crossing may not refuse to accept delivery of gas with a Hydrocarbon Dew Point ("HDP") equal to or less than 15 degrees Fahrenheit ("HDP Safe Harbor") provided that such gas satisfies all other applicable provisions of Gulf Crossing's FERC Gas Tariff. Gulf Crossing may post on its Internet Web Site from time to time HDP limits greater than 15 degrees Fahrenheit for receipts in operational areas specified in such posting. These postings will be based upon operational and engineering consideration to maintain service to Gulf Crossing Customers. Gulf Crossing may revise such postings as necessary in order to assure that gas will be accepted for delivery into downstream facilities; provided such HDP limits shall not be less than the HDP Safe Harbor.
- 3.5 Waiver of Quality Specifications. Gulf Crossing, in its reasonable operational discretion and judgment, may waive the Gas quality specifications at any receipt point to accept Gas that does not conform to the quality specifications set forth in this Section, if Gulf Crossing determines that such acceptance will not interfere with Gulf Crossing's ability to: (1) maintain prudent and safe operation of part or all of Gulf Crossing's pipeline system, (2) ensure that such Gas does not adversely affect Gulf Crossing's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Gulf Crossing's ability to tender Gas for delivery to a downstream pipeline or end-user at a quality that is consistent with the quality specifications established by this provision or the specifications of the receiving pipeline.
- 3.6 Commingling. Gas delivered by Customer may be commingled with the Gas of other Customers in the system. Accordingly, Customer's Gas may be subject to such changes in gross heating value and other specifications as may result from such commingling.
- 3.7 Delivery Quality. Gas delivered by Gulf Crossing to Customer will meet the quality specifications set forth in this Section.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 403 Sheet No. 403

Sheet Nos. 403 through 449 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 4

4. Measurement Procedures and Equipment

- 4.1 The unit of measurement of Gas for all purposes shall be Dekatherm. The volumetric measurement base shall be 1 cubic foot of Gas at a pressure base of 14.73 pounds per square inch absolute, at a temperature base of 60 degrees Fahrenheit, and without adjustment for water vapor.
- 4.2 Any measurement data rebuttal period shall begin with the interested party issuing a written notification that a measurement dispute exists. These disputes will apply to measurement errors that involve quantities that Gulf Crossing has direct custody transfer responsibilities over, as well as volumes measured by other companies that have been audited by Gulf Crossing. Provided, further nothing will prevent Gulf Crossing or a Customer from going beyond six months if a meter error is discovered and the date of the error can be established with reasonable certainty.
- 4.3 For the purpose of measurement, calculation and meter calibration, the average absolute atmospheric (barometric) pressure shall be 14.73 pounds per square inch absolute.
- 4.4 The temperature of the Gas shall be determined at the points of measurement by means of a properly installed temperature transmitter of standard manufacture determined by Gulf Crossing in exercise of its reasonable judgment to be installed in accordance with the recommendations contained in ANSI/API 2530 First Edition (Orifice Metering of Natural Gas), including any subsequent amendments or revisions which meet generally accepted industry standards and practices and are acceptable to Gulf Crossing and Customer. The arithmetic average of Hourly temperatures for each Day shall be used in computing temperatures of the Gas during such Day. In the event electronic computer measurement is used, average daily temperature will be computed as a running average of data determined during each computer scan.

GENERAL TERMS AND CONDITIONS
Section 4
(Continued)

- 4.5 The gross heating value and specific gravity of the Gas may be determined by Gas chromatographic analysis. This shall be done by either a Gas sample or by an on-line Gas chromatograph. In the event a continuous Gas sampling device is used, intervals mutually agreed upon should not be less than every month. The determination of gross heating value and specific gravity from chromatograph shall input continuously into the computer for quantity calculations. In the event a continuous Gas sampler is installed, then the gross heating value and specific gravity shall be determined in the laboratory by chromatograph. Such determinations shall be considered as the gross heating value and specific gravity of all Gas delivered during the applicable period of sampling. All gross heating value and specific gravity determinations made with a chromatograph shall use physical Gas constants for Gas compounds, as outlined in ANSI/API 2145 and TP.17, including any subsequent amendments or revisions which meet generally accepted industry standards and practices and are acceptable to Gulf Crossing and Customer.
- 4.6 Super compressibility: The measurement hereunder shall be corrected for deviation from Boyle's law in accordance with AGA Report No. 8, including any subsequent amendments or revisions which meet generally accepted industry standards and practices and are acceptable to Gulf Crossing and Customer.
- 4.7 Equipment: Unless otherwise agreed, Gulf Crossing will install, maintain, or operate or cause to be installed, maintained and operated, measuring stations equipped with flow meters and other necessary metering and measuring equipment by which the volumes of Gas received and delivered hereunder shall be determined. Customer may install check measuring equipment at its own cost and expense, provided such equipment shall be installed at such locations which will not interfere with the operations of Gulf Crossing measurement equipment. The reading, calibrating, and adjusting of electronic computer components and/or mechanical recording instruments thereof shall be done only by the equipment owner or owner's representative, unless otherwise agreed upon. Both Gulf Crossing and Customer shall have the right to be present at the time of

GENERAL TERMS AND CONDITIONS
Section 4
(Continued)

any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment; provided, however, failure of either Gulf Crossing or Customer to witness such an operation shall not affect the validity of such operation in any way. The records from such measuring equipment shall remain the property of their owner, but upon request, each will submit within 10 Days to the other its records, together with calculations there from, for inspection, subject to return within 30 Days after receipt thereof. Unless otherwise agreed, the measurement equipment of Customer shall be for check purposes only and, except as expressly provided in the applicable agreement or as needed through Section 4.15 of this Tariff, shall not be used in the measurement of Gas for purposes of the Agreement.

- 4.8 Orifice meters shall be installed and Gas volumes computed in accordance with the standards prescribed in AGA Report No. 3 "Orifice Metering of Natural Gas", including any subsequent amendments or revisions which meet generally accepted industry standards and practices and are acceptable to Gulf Crossing and Customer.
- 4.9 Ultrasonic meters shall be installed and Gas volumes computed in accordance with the standards prescribed in AGA Report No. 9 "Measurement of Gas by Multipath Ultrasonic Meters", including any subsequent amendments or revisions which meet generally accepted industry standards and practices and are acceptable to Gulf Crossing and Customer
- 4.10 Positive displacement meters shall be installed and Gas volumes computed in accordance with generally accepted industry practices as prescribed in ANSI B 109, including any subsequent amendments or revisions which meet generally accepted industry standards and practices and are acceptable to Gulf Crossing and Customer.
- 4.11 Electronic flow computers can be used for direct computation of Gas flows for custody transfer.

GENERAL TERMS AND CONDITIONS
Section 4
(Continued)

- 4.12 Turbine meters shall be installed and Gas volumes computed in accordance with generally accepted industry practices as prescribed in AGA Report No. 7, including any subsequent amendments or revisions which meet generally accepted industry standards and practices and are acceptable to Gulf Crossing and Customer.
- 4.13 If, at any time during the term hereof, a new method or technique is developed or approved by the American Gas Association, ("AGA.") and which meets generally accepted industry standards and is acceptable to Gulf Crossing, with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted by Gulf Crossing in the exercise of its reasonable judgment. Gulf Crossing shall inform all Customers of any new technique adopted.
- 4.14 The accuracy of all measuring equipment shall be verified by Gulf Crossing at reasonable intervals, and if requested, in the presence of representatives of Customer, but neither Customer nor Gulf Crossing shall be required to verify the accuracy of such equipment more frequently than once in any 30-Day period. If either party at any time desires a special test of any measuring equipment, it will promptly notify the other, and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment.
- 4.15 Correction of Metering Errors. Unless otherwise agreed to in writing, if upon testing the measuring equipment is found to be in error by less than or equal to one percent (1%) or less than \$50,000, as calculated based upon the Daily Hub Price, previous recordings of such equipment shall be considered accurate in computing flow, but such equipment shall be adjusted at once to record accurately. The "Daily Hub Price" as used in this Section is the price as published in [Index to be Determined], for the date the error was discovered or the price for the date of the next publication subsequent to the date of error if [Index to be Determined] is not published for the required date. Should this publication cease to exist in its current form, then Gulf Crossing will choose a comparable published price for use.

If, upon test, the measuring equipment is found to be inaccurate by an amount exceeding plus or minus one percent (1%) of the

GENERAL TERMS AND CONDITIONS
Section 4
(Continued)

corrected flow and the total measurement adjustment for the Month is greater than 500 Dth, then any previous recordings of such equipment shall be corrected to zero error for any period that is known definitely or agreed upon. Any error determined to be greater than \$50,000 will require correction to zero error for any period where the error existed (and which is either known definitely or agreed to by both parties). In the case where the period is not known or agreed upon, such correction shall be for a period equal to one-half of the time elapsed since the date of the last test.

- 4.16 In the event any measuring equipment is out of service or is found registering inaccurately and the error is not determinable by test or by previous recordings, receipts or deliveries through such equipment shall be estimated and agreed to by the Parties upon the first of the following methods which is feasible: (a) By using the registration of any check measurement or meters, if installed and accurately registering. (b) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation. (c) By estimating the quantity based on receipts and/or deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.
- 4.17 Customer and Gulf Crossing shall preserve for a period of at least 5 years, or for such longer period as may be required by appropriate authority, all test data and other similar records as defined by API 21.1, including any subsequent amendments or revisions which meet generally accepted industry standards and practices and are acceptable to Gulf Crossing and Customer.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 455 Sheet No. 455

Sheet Nos. 455 through 499 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 5

5. CREDITWORTHINESS

- 5.1 Creditworthiness for Transportation Service - Gulf Crossing shall not be required to perform or to continue transportation service under its FERC Gas Tariff on behalf of any Customer or Potential Customer (both referred to in this Section 5 as Customer) that fails to comply with Gulf Crossing's creditworthiness standards. If Customer is found by Gulf Crossing to be non-creditworthy, Gulf Crossing will, upon request, inform Customer in writing as to the reasons Customer has been deemed non-creditworthy.

If Customer's credit standing ceases to meet Gulf Crossing's credit requirements during the period of service, Customer must, within five (5) Business Days, pay for one month of service in advance to continue service. Customer must, within thirty (30) Days, provide acceptable security, consistent with Gulf Crossing's applicable creditworthiness standards. Security requirements for a Customer who obtained capacity by executing a precedent agreement before the pipeline was certificated differs from security requirements for a Customer who obtains capacity after the pipeline became operational. If Customer fails to provide the required security within this time frame, Gulf Crossing may suspend service immediately. Reservation charges will not accrue or be charged for any day where service is suspended due to failure to meet credit standards or provide required security.

Further, Gulf Crossing may provide simultaneous written notice to Customer and the Commission that it will terminate service in thirty (30) Days if Customer fails to provide security. Gulf Crossing also may exercise any other remedy available to Gulf Crossing hereunder, at law or in equity. Customers shall provide, initially and on a continuing basis, audited financial statements, evidence of debt and/or credit ratings, and other such information as is reasonably requested by Gulf Crossing to establish or confirm Customer's qualification for service. Credit limits will be established based on the level of requested service, including without limitation a value for imbalance Gas, and Customer creditworthiness, as established by the following:

GENERAL TERMS AND CONDITIONS
Section 5
(Continued)

- (a) Creditworthiness must be evidenced by a rating for unenhanced senior unsecured debt of at least BBB- by Standard & Poor's or Fitch, Baa3 by Moody's, or an equivalent rating as determined by Gulf Crossing. In the event that a split rating occurs between rating agencies, Gulf Crossing will rely upon the lower of the ratings. If Customer's rating is BBB- or Baa3 and the short-term outlook as established by the rating agency relied upon is negative, Gulf Crossing may require additional analysis of that Customer's credit status before concluding that Customer is creditworthy. Customer credit limits for transportation will be established by Gulf Crossing based upon the audited financial statements for the Customer's two most recent fiscal years, all interim reports, and any other relevant information including imbalances owed Gulf Crossing and the historic management of imbalances.

If the Customer is not rated, Gulf Crossing may establish creditworthiness based upon the Customer's parent having a senior unsecured debt rating of at least BBB- by Standards & Poor's or Fitch, or a rating of at least Baa3 by Moody's. If Customer's parent is rated by multiple agencies, Gulf Crossing shall use the lowest credit rating to determine creditworthiness; provided, however, if Customer's parent's rating is BBB- or Baa3 and the short-term outlook as established by the rating agency relied upon is negative, Gulf Crossing may require additional analysis of that Customer's credit status before concluding that Customer is creditworthy. If the Customer and its parent do not have their own independent credit ratings, then Gulf Crossing shall determine an equivalent rating in one of two ways:

- (i) If Customer's debt is not rated by a recognized debt rating service, Customer may request an equivalent rating as determined by Gulf Crossing, based on the financial rating methodology, criteria and ratios for the industry of the Customer as published by the above rating agencies from time to time. In general, such equivalent rating will be based on the audited financial statements for the Customer's two most recent fiscal years, all interim reports, and any other relevant information.

GENERAL TERMS AND CONDITIONS
Section 5
(Continued)

- (ii) If Customer's debt is not rated by a recognized debt rating service, Customer may, at its own expense, obtain a private rating from a debt rating service acceptable to Gulf Crossing, or request that an independent accountant or financial advisor, mutually acceptable to Gulf Crossing and the Customer, prepare an equivalent evaluation based on the financial rating methodology, criteria, and ratios for the industry of the Customer as published by the above rating agencies.

- (b) Customer will be deemed to be non-creditworthy if it is rated below a BBB-/Baa3 equivalent standard by any rating agency or if its credit limit is insufficient to cover Customer's total collateral requirement. If Customer does not establish or maintain creditworthiness or if Customer's credit limit as determined by Gulf Crossing is insufficient to cover Customer's contractual obligations, Customer has the option of receiving transportation service under this FERC Gas Tariff by providing to Gulf Crossing one of the following alternatives:
 - (i) **Guarantee:** Customer may obtain a guarantee of financial performance in a form satisfactory to Gulf Crossing from a corporate affiliate of the Customer or a third party, either of which meets the creditworthiness standard discussed above. For these Customers, the credit limit will be based upon the financials of the guarantor. A form of guarantee is available on Gulf Crossing's Internet Web Site.

 - (ii) **Cash Prepayment:** A Customer may prepay for service via cleared check or wire transfer. For Existing Capacity, the amount of prepayment must be sufficient to cover: For firm transportation service agreements the value of up to three (3) months' of applicable transportation charges. Security for all interruptible services shall be based upon the highest three (3) months of usage during the previous twelve (12) month period for all interruptible transportation charges.

GENERAL TERMS AND CONDITIONS
Section 5
(Continued)

for all interruptible transportation charges. If the Customer has not contracted for interruptible transportation on Gulf Crossing during the previous 12 month period, Gulf Crossing will establish its initial security requirements based upon the Customer's anticipated usage for a three (3) month period as determined by the Customer and Gulf Crossing's marketing representative. Imbalance Gas security shall be determined as shown in Section 5.3 below. Gulf Crossing will, upon prior written notice, pay interest on prepayments at the FERC interest rate consistent with Section 154.501 of the Commission's regulations.

- (iii) Letter of Credit: Shipper may post a Letter of Credit (LC) in a form acceptable to Gulf Crossing. A form of LC is available on Gulf Crossing's website. For Existing Capacity, the amount of LC must be sufficient to cover the value of three (3) months' worth of applicable transportation charges. The amount of prepayment for firm transportation service agreements must be sufficient to cover the value of up to three (3) months' of applicable transportation charges. Security for all interruptible services shall be based upon the highest three (3) months of usage during the previous twelve (12) month period for all interruptible transportation charges. If the Customer has not contracted for interruptible transportation on Gulf Crossing during the previous 12 month period, Gulf Crossing will establish its initial security requirements based upon the Customer's anticipated usage for a three (3) month period as determined by the Customer and Gulf Crossing's marketing representative. For imbalance Gas security shall be determined as shown in Section 5.3 below.
- (iv) Any other security mutually agreed upon by Customer and Gulf Crossing. Such other security shall be accepted on a nondiscriminatory basis.

GENERAL TERMS AND CONDITIONS
Section 5
(Continued)

- 5.2 Credit requirements for pipeline expansion projects will be separately identified within the nondiscriminatory project requirements included as part of any open season for the expansion capacity.
- 5.3 Imbalance Gas - Gulf Crossing has the right to seek security to cover the value of any imbalance owed Gulf Crossing by a non-creditworthy Customer. Such imbalances shall be valued at the Index "Sell" Price determined in accordance with the provisions of Section 14 hereof. Such determination shall be based upon the weekly prices that are available at the time the imbalance occurred. Furthermore, Gulf Crossing has the right to seek security to cover the estimated value of a future monthly imbalance for non-creditworthy Customers as follows: For a non-creditworthy new Customer, a security amount equal to 10% of such Customer's estimated monthly usage multiplied by the Estimated Imbalance Rate as described below. This security determination for a non-creditworthy, new Customer shall be used for the first seven months of service to establish a historical record. Thereafter, security for such Customer will be determined as specified for a non-creditworthy existing Customer. For a non-creditworthy existing Customer, a security amount equal to such Customer's largest monthly imbalance owed to Gulf Crossing over the most recent 12 month period multiplied by the Estimated Imbalance Rate. The term "Estimated Imbalance Rate" shall equal the average of the NYMEX future prices for the available 12 month period as such prices close on the Day the Estimated Imbalance Rate is determined.
- 5.4 Creditworthiness for Firm and Interruptible Transportation Services
- (a) Customer's total collateral requirement is the amount necessary to collateralize all of a Customer's firm and interruptible transportation agreements, including security to cover the value of any imbalance Gas owed Gulf Crossing as valued pursuant to paragraph 5.3 above.
- (b) For purposes of this Section, the insolvency of a Customer shall be evidenced by the filing by such Customer or any parent entity thereof (hereinafter collectively referred in this paragraph to as "the Customer") of a voluntary petition in bankruptcy or

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-61-000

Original Sheet No. 505 Original Sheet No. 505

GENERAL TERMS AND CONDITIONS

Section 5

(Continued)

the entry of a decree or order by a court having jurisdiction in the premises adjudging the Customer as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Customer under the Federal Bankruptcy Act or any Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Customer or composition of or in respect of the Customer under the Federal Bankruptcy Act or any Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Customer or of any substantial part of its property, or the ordering of the winding-up liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive Days.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Original Sheet No. 506 Original Sheet No. 506

GENERAL TERMS AND CONDITIONS
Section 5
(Continued)

Subject to the requirements of Section 7 of the Natural Gas Act, Gulf Crossing shall not be required to perform or to continue to perform service on behalf of any Customer that has applied for bankruptcy under the Bankruptcy Code or on behalf of any Customer who, at Gulf Crossing's discretion, fails to demonstrate minimal creditworthiness as required under this FERC Gas Tariff; provided, however, such Customer may receive service if said Customer provides alternative credit as described within Section 5.4 and, provided further, that an exception may be made for a Customer who is a debtor in possession operating under Chapter 11 of the Bankruptcy Code where adequate assurance is provided from the bankruptcy court having jurisdiction over such debtor in possession that service billings will be paid promptly as a cost of administration of the bankruptcy proceeding, or in other circumstances in which Gulf Crossing is provided comparable assurances that it will be paid promptly.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 507 Sheet No. 507

Sheet Nos. 507 through 549 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 6

6. PRIMARY, SECONDARY, COMPREHENSIVE, AND POOLING POINTS

- 6.1 Primary Receipt Points (Firm) - Only Customers receiving firm service may add or delete Primary Receipt Point(s) and request changes in Primary Receipt Point MDQs under a firm transportation service agreement. Any request by a Replacement Customer to modify Primary Receipt Point(s), except for permanent releases, must include an affidavit by the Releasing Customer agreeing to the modification.
- 6.2 Primary Delivery Points (Firm) - Only Customers receiving firm service may add or delete Primary Delivery Point(s) or request changes in Primary Delivery Point MDQ's under a firm transportation service agreement. Any request by a Replacement Customer to modify Primary Delivery Points, except for permanent releases, must include an affidavit by the Releasing Customer agreeing to the modification.
- 6.3 Secondary Receipt and Delivery Points - In addition to the Primary Receipt Point(s) and Primary Delivery Point(s), all Customers receiving firm service will have access to all receipt and delivery points on a secondary basis on Gulf Crossing's system provided that capacity is available.

All Customers must nominate Gas flows pursuant to Section 12. In no event shall an FTS Customer's total nominated quantities from any combination of physical points or Pooling Points exceed Available Quantities.

GENERAL TERMS AND CONDITIONS
Section 6
(Continued)

In the event a Customer nominates a secondary point, then for those volumes delivered to or from a secondary point, an additional charge may be assessed. The secondary charge per Dth shall equal the difference, if any, between the daily maximum applicable FTS rate and the rate agreed to for the Primary Path in the service agreement. This charge applies to all firm transportation agreements unless another rate is agreed to by the parties either in the service agreement or in writing prior to the transaction being nominated.

- 6.4 Comprehensive Receipt and Delivery Points (Interruptible) - All Customers receiving interruptible transportation service will have access to all Comprehensive Points on Gulf Crossing's system.
- 6.5 Leased Capacity Limitations - To the extent Gulf Crossing leases capacity on other pipeline systems, the availability of locations and capacity on such systems shall be governed by the lease agreement between Gulf Crossing and the other pipeline system. Information concerning any leased capacity limitations will be posted on Gulf Crossing's Internet Web Site.
- 6.6 Pooling Points - Gulf Crossing shall establish one or more Pooling Points for use by its Customers. Active Pooling Point numbers, names, and descriptions will be posted to the Internet Web Site in order to assist Customers with nomination activities. Receipts nominated into a Pooling Point must equal the deliveries nominated from the Pooling Point on a daily and per nomination cycle basis.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 552 Sheet No. 552

Sheet Nos. 552 through 599 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 7

7. OPERATING CONDITIONS

- 7.1 (a) Each Customer is responsible for balancing the receipts and deliveries of its agreement(s) on a daily basis. It shall be Customer's responsibility, whether or not delegated to an agent, to cause Gas to be delivered to Gulf Crossing as scheduled at the receipt point(s) and cause Gas to be taken from Gulf Crossing at the delivery point(s) in accordance with the applicable scheduled quantities.
- (b) If a Customer has created an imbalance by failing to conform its receipts to deliveries, then Customer may, upon prior verification with Gulf Crossing's Customer Service Department of Customer's imbalance position and the operational feasibility of payback, nominate to clear such imbalance "Payback Quantities". Customer will be required to nominate, confirm and schedule Payback Quantities to clear an imbalance using an Uniform Hourly Rate of Flow.
- 7.2 Customers are expected to deliver and receive quantities using a Uniform Hourly Rate of Flow; however, Gulf Crossing may provide Customers certain flexibility if operationally feasible in Gulf Crossing's sole judgment. Such flexibility will be provided in a manner that is not unduly discriminatory. Customer shall be required to conform receipt quantities scheduled and confirmed to delivered quantities for each nomination cycle.
- 7.3 The quantities specified and awarded in each service agreement are based upon a Uniform Hourly Rate of Flow.

GENERAL TERMS AND CONDITIONS
Section 7
(Continued)

- 7.4 Customer shall deliver Gas or cause Gas to be delivered to Gulf Crossing at a pressure sufficient to allow Gas to enter Gulf Crossing's system as pressures may vary from time to time, but Customer shall not be required to deliver Gas in excess of the maximum specified pressure. Gulf Crossing shall not be required to provide compression to receive Gas into its system, to lower its system operating pressure, to alter the direction of Gas flow, the Gas load, the operation of the system, or otherwise change its normal operations in order to receive, transport, or deliver gas. At each receipt point, Customer shall provide unless otherwise agreed to in writing, or cause to be provided, equipment acceptable to Gulf Crossing which will prevent the over-pressuring of Gulf Crossing's system.
- 7.5 Gulf Crossing shall deliver Gas at each delivery point to or for the account of Customer at such flowing pressure(s) as may exist on Gulf Crossing from time to time. Deliveries of Gas to a Customer shall be at an Uniform Hourly Rate of Flow.

GENERAL TERMS AND CONDITIONS
Section 7
(Continued)

- 7.6 In the event that unauthorized receipts or deliveries from Gulf Crossing become excessive (quantities in excess of 10% of scheduled quantities for any consecutive 5 Day period) at either a receipt or delivery point on three (3) or more separate occasions during a consecutive twelve month period, Gulf Crossing will notify Customer of the situation by e-mail or phone, after which Customer may be required to provide, or cause to be provided, flow control equipment acceptable to Gulf Crossing. Gulf Crossing shall report to the Commission within 30 Days if Gulf Crossing requires Customer to provide flow control equipment.
- 7.7 Service may be interrupted or curtailed due to scheduled routine repair, and maintenance. Gulf Crossing shall give Customer(s) reasonable notice of such interruption or curtailment and shall endeavor to coordinate such interruption or curtailment with Customer(s). Gulf Crossing shall not be required to make alternate arrangements for receipt or delivery of Gas during these periods. If Gulf Crossing is unable to transport Gas as a result of any non-force majeure event, then Gulf Crossing shall credit Customer's account for the appropriate portion of the reservation charge based on the portion of Customer's MDQ affected by the interruption.

GENERAL TERMS AND CONDITIONS
Section 7
(Continued)

- 7.8 Payment by Customer of the fees provided for in this Tariff shall not grant Customer the right to tender or take such excess volumes for which such fees are paid, nor shall such payment limit any other remedies available to Gulf Crossing against Customer including, but not limited to, the suspension of service.
- 7.9 Responsibility For Gas - Under any agreement providing for transportation by Gulf Crossing, Customer shall be deemed in control and possession of the Gas and shall hold Gulf Crossing harmless from any damage or injury caused thereby prior to its delivery to Gulf Crossing at the receipt point(s), after which Gulf Crossing shall be deemed in control of such Gas and shall hold Customer harmless of and from any damage or injury caused until its redelivery to Customer or, for Customer's account, at the delivery points; provided, however, Customer shall be deemed in control of such Gas while in the facilities of Customer or of any third party and Customer shall hold Gulf Crossing harmless from any damage or injury caused while in the possession of a party other than Gulf Crossing.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 604 Sheet No. 604

Sheet Nos. 604 through 649 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 8

8.1 Requests for Service

Submittal - A request for service shall be submitted to Gulf Crossing by facsimile to (713) 479-1020, by e-mail to a designate e-mail address posted to Gulf Crossing's Internet Web Site, or by mail to P.O. Box 1478, Houston, Texas 77251-1478, Attention: Customer Service Department. Gulf Crossing's Service Request Form is made available to all parties on its Internet Web Site. All requests for firm service must be for consecutive time periods.

Valid Request for Service Requirements - A valid request for service shall contain all information specified in Section 8.2. A request will not be considered to be valid until a Customer has met the credit / security requirements of Section 5 of these General Terms and Conditions. Except as provided below, a valid request for service will be deemed invalid when received more than ninety (90) Days prior to the commencement of service. A request for service can however be received and processed more than 90 Days prior to the commencement of service if the request is associated with an open season, new supply being attached to Gulf Crossing's system, termination of an existing service agreement on another pipeline, construction of new facilities required to serve a new receipt or delivery point or the modification of facilities that will result in a material increase in Gas usage or production. In addition, an existing firm transportation Customer that does not have a right of first refusal or an evergreen right for its capacity can request to extend its service agreement subject to (1) the availability of firm capacity, (2) negotiation of transportation rate and (3) the posting and bidding requirements of 8.1(a). A Customer submitting a request more than 90 Days before service commences shall submit to Gulf Crossing written evidence that one of the above conditions exist. Failure to provide such written evidence shall render the request for service invalid.

Request for Service Processing - Each request for service received by Gulf Crossing will be logged based upon the date and time received. This log will include all requests for service and is referred to herein as the "Transportation Queue" or "Queue." The Transportation Queue is used to track each request for service

GENERAL TERMS AND CONDITIONS
Section 8
(Continued)

and to ensure that requests for service that are competing for the same capacity are evaluated on a first-come, first-serve basis. A Customer who submits incomplete or unsubstantiated information will be removed from the Queue if such information is not provided within one (1) Business Day of notification by Gulf Crossing if the service is to commence in less than five (5) Business Days, or three (3) Business Days for any other request. A Customer whose request is rejected due to insufficient information may submit the remaining information and such request shall be processed as a new request upon receipt by Gulf Crossing of a complete request. Gulf Crossing may reject on a non-discriminatory basis any request for service which is for less than the maximum rate Gulf Crossing is authorized to charge. Gulf Crossing shall, within five (5) Business Days from the receipt of a request, notify a Customer whose request for service is determined to be invalid, and shall state the reason(s) that the request for service is invalid. A request for service that is determined to be invalid will be removed from the Queue. Gulf Crossing will not, however, process any amendments prior to a service agreement's effective date.

Capacity Evaluation - Gulf Crossing shall within fifteen (15) Business Days from receipt of a valid request process such valid request and notify Customer if Gulf Crossing cannot satisfy the request and shall state the reason(s) that such a determination was made. If capacity is insufficient on Gulf Crossing's system to satisfy a request, Customer may accept the available capacity for the term of its request. If Customer accepts the available capacity but still desires to obtain the remainder of the capacity requested in its original request, or rejects Gulf Crossing's offer to provide part of the quantity of capacity requested, the Customer's request shall not be continuing in nature, but shall remain in the Queue only until the end of the month in which the Customer was notified that the capacity requested was either not available or partially available. At the end of such month the request for service shall be removed from the Queue.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Original Sheet No. 652 Original Sheet No. 652

GENERAL TERMS AND CONDITIONS
Section 8
(Continued)

Firm Posting and Bidding Process - After a Customer's valid request for firm transportation capacity has been processed and accepted by Gulf Crossing, the request for service shall be handled pursuant to the procedures established by this Section. Gulf Crossing shall not post any changes made to an existing firm Transportation Service Agreement prior to the time they become effective unless those changes result in an increase in the total service agreement MDQ. Once such changes become effective, Gulf Crossing shall post for informational purposes only the changes to either the Primary Receipt Point(s) and/or Primary Delivery Point(s).

(a) Firm Postings

After a Customer's valid request for new maximum rate firm transportation capacity pursuant to Rate Schedule FTS has been processed and accepted by Gulf Crossing, and provided there is available firm capacity between the specified receipt and delivery points for a time period beyond the requested term of that request, the valid request for maximum rate service shall be posted and subject to the auction procedures set forth in Section 11. If Gulf Crossing determines that capacity is not available beyond the requested term, the maximum rate request shall not be posted for bid, but will be posted for informational purposes only.

GENERAL TERMS AND CONDITIONS
Section 8
(Continued)

(b) Awarding of Discounted Capacity:

The bid that offers the highest per Dekatherm rate for some or all of each Primary Point Pair MDQ shall be deemed to be the "best bid". The "best bid" for each Primary Point Pair MDQ will be presented to the Customer submitting the original service request ("Original Customer"). The Original Customer will have the opportunity to match the "best bid" before 4:00 p.m., Central Time, of the second Business Day following the close of the Bid Period. If the Original Customer timely matches the "best bid", or if no "best bid" is submitted, Gulf Crossing shall enter into a service agreement with this Original Customer. If the Original Customer does not match the "best bid", Gulf Crossing shall enter into a service agreement with the Customer that submitted the "best bid" ("Bidding Customer").

(c) Awarding Maximum Rate Requests:

The bid that offers the longest service agreement term shall be deemed to be the "best bid". The "best bid" for each Primary Point Pair MDQ will be presented to the Customer submitting the original service request ("Original Customer"). The Original Customer will have the opportunity to match the "best bid" before 4:00 p.m., Central Time, of the second Business Day following the close of the Bid Period. If the Original Customer timely matches the "best bid", or if no "best bid" is submitted, Gulf Crossing shall enter into a service agreement with this Original Customer. If the Original Customer does not match the "best bid", Gulf Crossing shall enter into a service agreement with the Customer that submitted the "best bid" ("Bidding Customer").

GENERAL TERMS AND CONDITIONS
Section 8
(Continued)

(d) Execution of Service Agreement:

The Customer awarded capacity in (b) or (c) above must execute a service agreement within two (2) Business Days of its tender by Gulf Crossing if the service agreement term is two (2) years or less or within five (5) Business Days if the service agreement term is greater than two (2) years unless otherwise agreed to. If the Customer fails or refuses to execute the service agreement within the applicable time period, the Customer shall forfeit all rights and entitlement to the subject capacity. The capacity will be offered to the bidder with the next highest bid (as defined herein) and such bidder, if they accept the offer, will be required to execute a service agreement. Any Customer who fails to timely execute a service agreement will be required to pay Gulf Crossing an amount equal to the price difference between the best bid when the capacity is resold and the price established in Customer's best bid multiplied times the MDQ provided in Customer's best bid.

(e) Upon Execution of a Service Agreement with Any Party:

Within forty-eight hours of the execution of a service agreement, Gulf Crossing shall post on the Internet Web Site the winning bid(s) and the winning bidder(s) name. This information shall remain on the Internet Web Site for ninety (90) Days.

GENERAL TERMS AND CONDITIONS
Section 8
(Continued)

- 8.2 Requests for Service Information - A Customer shall provide information as set forth below. The information required by items (a) through (h) must be submitted to Gulf Crossing on its Service Request Form.
- (a) Quantities - The maximum daily service agreement MDQ and the MDQ applicable to each Primary Path shall be stated individually in Dekatherms. Exclusive of the adjustment for fuel retention, if applicable, the sum of all Primary Path MDQs will equal the Maximum Daily Quantity for the service agreement.
 - (b) Receipt Point(s) - The primary point(s) at which Customer requests Gulf Crossing to receive gas.
 - (c) Delivery Point(s) - The primary point(s) at which Customer requests Gulf Crossing to deliver gas.
 - (d) Term of Service
 - (i) The date service is requested to commence and
 - (ii) The date service is requested to terminate.
 - (e) Whether requested service is firm or interruptible.
 - (f) The applicable rate schedule.
 - (g) The specific affiliation between the potential Customer and Gulf Crossing and the extent of Gulf Crossing's affiliation, if any, with the party to be provided transportation service.
 - (h) The identity of the Customer making the request for service, including whether the Customer is a local distribution company, an interstate pipeline, an intrastate pipeline, an end-user, a producer or a marketer.

Effective Date: 04/01/2010 Status: Effective
FERC Docket: RP10-428-000

First Revised Sheet No. 656 First Revised Sheet No. 656
Superseding: Original Sheet No. 656

GENERAL TERMS AND CONDITIONS
Section 8
(Continued)

- (i) Invoice Notification - Customer shall provide Gulf Crossing with at least one (1) e-mail address to be used by Gulf Crossing to provide notice regarding the availability of imbalance statements and final invoices for payment purposes and shall notify Gulf Crossing of changes, as necessary.
- (j) Credit Information - Customer shall furnish credit information prescribed in Section 5 of these General Terms and Conditions. Gulf Crossing will not deny the requested service if Customer satisfies either the credit requirements or the security requirements of Section 5 of these General Terms and Conditions.
- (k) Compliance with Tariff - Customer shall submit a statement that it shall abide by the terms of the applicable Rate Schedule, including these General Terms and Conditions. Customer shall further state that it shall pay the maximum rate provided under the applicable Rate Schedule. If Customer is unwilling to pay the maximum rate, Customer shall specify the discounted rate it is willing to pay. If Customer and Gulf Crossing do not agree, in writing, on a discounted rate Gulf Crossing shall reject the request.

8.3 Gulf Crossing shall notify the Customer upon determination that the capacity requested is either approved or rejected.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 657 Sheet No. 657

Sheet Nos. 657 through 699 are not issued,
but are reserved for future use.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Original Sheet No. 700 Original Sheet No. 700

GENERAL TERMS AND CONDITIONS
Section 9

9. ANNUAL CHARGE ADJUSTMENT, DISCOUNTING, AND NEGOTIATED RATES

9.1 ANNUAL CHARGE ADJUSTMENT CLAUSE (ACA)

The ACA is assessed to pipelines based on throughput for each fiscal year. Gulf Crossing will file to revised tariff sheets to provide the appropriate ACA charge and revised language for this provision upon the FERC's assessment to Gulf Crossing of such charges.

9.2 Discounting Policy

Gulf Crossing shall apply discounts in the following order: reservation charge then commodity charge. Discounts can not be granted on ACA charges or below the minimum commodity rate

(a) Discount Terms

In the event Gulf Crossing agrees to discount its rate to Customer below Gulf Crossing maximum rate under Gulf Crossing's FT or IT Rate Schedules, the following discount terms may be reflected on the Service Agreement and will

GENERAL TERMS AND CONDITIONS
Section 9
(Continued)

apply without the discount constituting a material deviation from Gulf Crossing's pro forma service agreement: provided, however, any such discount shall not be less than Gulf Crossing's minimum rate. Such discounted rates may apply:

- (1) to specified quantities under Customer's Service Agreement(s);
- (2) only if specified quantities are transported;
- (3) based upon a specified relationship to quantities actually transported (i.e., that the rates shall be adjusted based upon the quantities actually transported);
- (4) only during specified periods of the year or over specifically defined periods of time;
- (5) only to specified receipt or delivery points, zones, markets, or other defined geographical areas;
- (6) only if a certain percentage of a customer's production reserves are dedicated
- (7) if the discounted rate is based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points. Such discounted rate may be based on the differential between published index prices or a rate arrived at by use of a formula. Such discounted rate: (1) shall not change the underlying rate design; (2) shall not include any minimum bill or minimum take provision that has the effect of guaranteeing revenue; (3) shall in each agreement entered into pursuant hereto, specify the rate component(s) to be discounted and the extent thereof and (4) any individual rate component shall not exceed Gulf Crossing's maximum applicable rate or be below Gulf Crossing's minimum Tariff rate.

GENERAL TERMS AND CONDITIONS
Section 9
(Continued)

- (8) if the discounted rate meets all of the requirements of Section 9.2 (a)(7) above and is calculated on a 100% load factor basis for volumes actually transported, inclusive of fuel, ACA, and the applicable transportation rate components. In no event shall either the sum of the rate components or any individual rate component exceed Gulf Crossing's maximum Tariff rates or be below Gulf Crossing's minimum Tariff rates.
- (9) In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Gulf Crossing's maximum rates so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised Tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-61-000

Original Sheet No. 703 Original Sheet No. 703

GENERAL TERMS AND CONDITIONS

Section 9

(Continued)

9.3 Discounting on Segmented and Secondary Transactions

- (a) Gulf Crossing may price all discounted transactions by service type based upon a specified receipt point to a specified delivery point.
- (b) If Gulf Crossing and a firm transportation Customer have previously agreed to a discounted rate for a particular Primary Point Pair, then the rate agreed to in the service agreement shall govern.

Gulf Crossing is not obligated to provide the same discount, if the Customers are not similarly situated. Provided however, a discount to a secondary point shall not be lower than the service agreement rate established for the relevant Primary Point Pair.

GENERAL TERMS AND CONDITIONS
Section 9
(Continued)

9.4 Negotiated Rates

- (a) Gulf Crossing and Customer may negotiate a rate for service under any cost-based rate schedule contained in this Tariff. A negotiated rate shall be any rate which has the ability to exceed the applicable maximum Tariff rate, the ability to be less than the minimum Tariff rate for any month, is fixed for the life of the service agreement without regard to cost of service rates, or is based upon a rate design other than Straight Fixed Variable. The recourse rate is available to any Customer that does not desire to negotiate a rate with Gulf Crossing. The recourse rate is defined as the maximum reservation charge, if applicable, and/or the maximum commodity charge set forth on Gulf Crossing's rate sheets for the applicable cost-based service.
- (b) For purposes of awarding capacity and determining the best bid pursuant to Section 8 and for scheduling interruptible transportation pursuant to Section 12, Customers willing to pay a negotiated rate which, when calculated on a 100% load factor basis, exceeds the maximum Tariff rate, will be considered to be paying the maximum Tariff rate. Under Section 8, the highest rate the original Customer must match if it wishes to continue its firm service is the maximum Tariff rate.
- (c) No later than the Business Day on which Gulf Crossing commences service at a negotiated rate (or if the Day on which Gulf Crossing commences such service is not a Business Day, then the next Business Day after Gulf Crossing commences such service), Gulf Crossing shall file all negotiated rate service agreements with the Commission, and an affirmation that the negotiated rate agreement does not deviate in any material aspect from the applicable form of service agreement in Gulf Crossing' Tariff.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Original Sheet No. 705 Original Sheet No. 705

GENERAL TERMS AND CONDITIONS
Section 9
(Continued)

- (d) Accounting for Costs and Revenues: Gulf Crossing shall maintain separate and identifiable accounts for volumes transported, billing determinants, rate components, surcharges and revenues associated with its negotiated rates in sufficient detail so that they can be identified in Statements G, I, and J in any future section 4 or 5 rate case.

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-61-000

Sheet Nos. 706 - 749 Sheet Nos. 706 - 749

Sheet Nos. 706 through 749 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 10

10. RIGHT OF FIRST REFUSAL

10.1 General

Service performed by Gulf Crossing for the Customer shall expire and shall be automatically abandoned upon the expiration of the service agreement's term under: (i) any firm transportation agreement except as provided hereunder, and (ii) any interruptible transportation agreement regardless of term. Service under any firm transportation agreement with a term of 12 consecutive months of service or greater shall be automatically abandoned upon the expiration of the service agreement's term unless service is continued pursuant to Section 10.2.

10.2 Right of First Refusal for Firm Transportation Service

- (a) Applicability: Existing FTS service agreements with (i) a negotiated contractual ROFR, which shall be negotiated in a non-discriminatory manner, or (ii) a term of at least 12 consecutive months of service where the Customer is paying the maximum applicable rate shall have the right to continue receiving service after the expiration of the service agreement if, pursuant to this Section, it matches the price and term offered for such service by any other bidder. However, Gulf Crossing shall not be required to provide service at a discount from its applicable maximum rate unless it agrees to such a discount. As part of a contractual ROFR, Gulf Crossing and the Customer may agree, at the time the initial service agreement is signed, upon the MDQ and rate that will be subject to the requirements of this Section. ROFR rights may be assigned as a condition of a permanent capacity release.

GENERAL TERMS AND CONDITIONS
Section 10
(Continued)

- (b) For service agreements with a ROFR, Gulf Crossing shall provide written notice to the Customer at least 90 days prior to the expiration of the existing service agreement unless agreed to otherwise; provided however, that unless Gulf Crossing and Customer otherwise mutually agree such notice shall not be given earlier than (i) six (6) months prior to expiration of a service agreement with a term shorter than two (2) years or (ii) one (1) year prior to expiration of a service agreement with a term of two (2) years or greater. To exercise the ROFR, the Customer must provide Gulf Crossing with written notice of its intent within 10 business days after the date of Gulf Crossing's notice ("ROFR Response"). For FTS Services, the ROFR Response must specify a desired term of service, the desired total MDQ, and the desired MDQ for each point pair. A Customer may elect to exercise its ROFR on all or any portion of its current capacity. The ROFR Response does not commit a Customer to the term or quantity of capacity specified in such response.

To the extent a Customer desires to increase its MDQ, the Customer must submit, with its ROFR Response, a service request, pursuant to Section 8 for any such additional MDQ. Subject to capacity availability and posting / bidding requirements, any additional MDQ awarded pursuant to such request will be added to the new service agreement by amendment contemporaneously with the execution of the new service agreement.

After Gulf Crossing receives a Customer's ROFR Response, the Customer may not submit any service request changes to the existing service agreement subject to the ROFR process of this Section or the new service agreement until Customer is notified as provided in Section 10.2 (d)-(g) of the best bid or that no bid was received or accepted. Following such notification, Customer may request changes to the existing service agreement and/or the new service agreement pursuant to Section 8; provided however, a proposed amendment to the new service agreement may be processed prior to the service agreement effective date. Separate service request forms are required to request changes to each service agreement (existing and new).

GENERAL TERMS AND CONDITIONS
Section 10
(Continued)

- (c) Within five (5) Business Days after receipt of Customer's ROFR Response, Gulf Crossing shall post on its Internet Web Site the following information in order to solicit bids in an auction:
- (i) the specific MDQ quantities upon which the Customer exercised its ROFR;
 - (ii) the desired term;
 - (iii) the expiration date and term of the existing service agreement;
 - (iv) the date of availability for the posted service;
 - (v) if a cost-based service, the maximum rate applicable; if a market-based service, no maximum rate shall apply.
 - (vi) the minimum bid rate Gulf Crossing is willing to accept.

This notice shall be posted for five (5) business days prior to commencement of the auction.

GENERAL TERMS AND CONDITIONS
Section 10
(Continued)

- (d) Within five (5) Business Days after the end of the auction, Gulf Crossing shall provide the original Customer with the terms (rate and term) of the "Best Bid" which Gulf Crossing is willing to accept. Gulf Crossing shall determine the "Best Bid" based upon the highest rate bid. If Gulf Crossing receives valid bids of equal rate, the Best Bid shall be the bid with the longest term.

- (e) The original Customer shall have the right to continue to receive service by notifying Gulf Crossing, in writing, within five (5) Business Days of receiving Gulf Crossing's notice of the Best Bid that the original Customer agrees to match the Best Bid. If the Best Bid is only for a portion of the service, the original Customer must match the amount of capacity to which the Best Bid applies. To match the Best Bid, the original Customer must agree to all terms and conditions of the Best Bid except as otherwise provided in Section 9.

GENERAL TERMS AND CONDITIONS
Section 10
(Continued)

If the original Customer timely matches the Best Bid, Gulf Crossing shall prepare a service agreement, to be effective on the date the existing service agreement expires, setting forth the terms and conditions of the Best Bid. Gulf Crossing shall submit such service agreement to the Customer at least ten (10) Business Days prior to the expiration of the existing service agreement.

If the original Customer fails to timely match the Best Bid or does not execute the new service agreement, the existing service agreement shall terminate at the end of its term. Service to the original Customer shall be automatically abandoned upon such termination.

- (f) If the original Customer declines to match the Best Bid, Gulf Crossing shall prepare a service agreement setting forth the terms and conditions of the Best Bid for the Bidder with the Best Bid ("Winning Customer"), to be effective on the date the existing service agreement expires. Gulf Crossing shall submit such service agreement to the Winning Customer at least ten (10) Business Days prior to the expiration of the existing service agreement. If the Winning Customer fails to execute the new service agreement within ten (10) Business Days of Gulf Crossing's tender, the Winning Customer will forfeit all right and entitlement to the subject capacity. Gulf Crossing shall have the ability to re-sell the capacity, and the Winning Customer, which failed to timely execute the service agreement, will be required to pay the difference between the service agreement rate (as established by the Best Bid) and the price received for the capacity when it is re-sold multiplied by the volumes of the Winning Bid.

GENERAL TERMS AND CONDITIONS
Section 10
(Continued)

- (g) If Gulf Crossing does not receive bids during the Bidding Period, or does not accept any bids, Gulf Crossing and the original Customer may negotiate the rate and term under which service will continue. No discount or other special terms shall apply to the new service agreement unless Gulf Crossing and the original Customer mutually agree. If Gulf Crossing and the original Customer cannot reach an agreement, the original Customer may require Gulf Crossing to enter into a service agreement to provide the service under the following terms:
- (i) if a cost-based service, the applicable maximum rate; if a market-based service, a rate negotiated and agreed upon by Gulf Crossing and the original Customer; and
 - (ii) for the term specified by the original Customer when exercising its ROFR and commencing on the date the existing service agreement expires.

Such service agreement must be executed by Gulf Crossing and the original Customer at least days 30 days preceding the existing service agreement expiration date, in order to prevent the existing service from being interrupted. If the original Customer fails to execute the new service agreement at least 30 days preceding the existing service agreement expiration date, the expiring service agreement shall be terminated and automatically abandoned at the end of its term.

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-61-000

Sheet No. 756 Sheet No. 756

Sheet Nos. 756 through 799 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 11

11. AUCTION PROCEDURES

11.1 Auction Process

When Gulf Crossing auctions capacity, such capacity will be auctioned pursuant to the procedures set forth in this Section.

- (a) Gulf Crossing will post a notice to its Internet Web Site announcing the date of the capacity auction. In no instance will this notice be less than 24 hours prior to the commencement of the auction for any firm service. For interruptible services, the notice will be posted by 10:00 A.M. on the Business Day the auction is to commence. The notice will outline the auction start time(s), all steps necessary to participate / bid in the auction, and will describe each package of capacity ("Package") to be auctioned including the following information, as applicable:

- (i) the rate schedule for the auctioned capacity;
- (ii) the quantity;
- (iii) point(s) / Primary Point Pair(s)
- (iv) the term
- (v) the rate form of the bid (recourse rate or negotiated rate).
- (vi) the minimum / maximum reservation charge
- (vii) that capacity is subject to matching of the best bid by either the customer submitting the original service request or the customer having a right of first refusal.
- (viii) any additional information necessary to describe the auction and/or capacity

- (b) Before a Potential Customer ("Bidder") can submit a bid, it must satisfy Gulf Crossing's creditworthiness requirements as set forth in Section 5. Any entity may seek pre-approval under Gulf Crossing's credit requirements.

GENERAL TERMS AND CONDITIONS
Section 11
(Continued)

- (c) If more than one Package has been noticed for auction, a separate auction will be conducted for each Package. Each Package will be auctioned during the Bid Period established in the notice.
- (d) Gulf Crossing will auction recourse rate transactions and negotiated rate transactions in separate auctions.
- (e) All bids shall be binding on the bidder. A bid can be withdrawn prior to the close of the Bid Period.
- (f) Any bid on term, when allowed pursuant to the notice, shall increase the term of the request by at least monthly increments.

11.2 Award Process

When Gulf Crossing auctions capacity pursuant to Section 8.1, such capacity shall be awarded pursuant to 8.1 (b) (Discounted Capacity) or 8.1 (c) (Maximum Rate Requests). Capacity auctioned pursuant to Section 10 shall be awarded pursuant to 10.2 (d)-(g). Any other capacity auctioned will be awarded as provided below.

- (a) Gulf Crossing will determine the "Winning Bid" based upon the bid(s) that has the highest rate per Dth, up to the total Package capacity. In the event the auction includes negotiated rate form bids, Gulf Crossing will determine the Winning Bid based upon the bid(s) that generates the highest present value, using a discount rate equivalent to fifteen percent (15%) pre tax rate of return for Gulf Crossing, up to the total Package capacity. If Gulf Crossing receives two or more equal bids qualifying as the Winning Bids for the capacity being auctioned, Gulf Crossing will award to each Bidder its total bid if the total capacity of the combined Winning Bids is equal to or less than the total Package capacity available. If the total capacity of the combined Winning Bids is greater than the total Package capacity available, Gulf Crossing will allocate the volumes between Bidders based upon their pro rata Winning Bid volume.

GENERAL TERMS AND CONDITIONS
Section 11
(Continued)

- (b) Gulf Crossing shall notify the winning Bidder by telephone within 10 minutes following the close of the auction. The winning Bidder shall within 10 minutes of notification, accept the capacity by notifying Gulf Crossing by telephone. Any winning Bidder not accepting its bid prior to the 10-minute deadline will forfeit its capacity and Gulf Crossing will award the forfeited capacity to the next highest Bidder. The next highest Bidder will then accept its capacity within 10 minutes of notification or forfeit the capacity. If that Bidder forfeits its capacity or if some of the auctioned capacity was not subject to a Winning Bid, then Gulf Crossing shall close the auction and retain the right to auction the capacity at a later date.
- (c) The winning Bidder shall within 24 hours execute a new service agreement setting forth the terms and conditions of the Winning Bid. The new service agreement will be provided to the Customer before the close of business on the Day the capacity has been awarded. If the Customer fails to timely execute a service agreement, Gulf Crossing shall have the ability to re-auction the capacity.
- (d) Any winning Bidder who forfeits its capacity to the next highest bidder or who fails to execute a service agreement setting forth the terms and conditions of their winning bid will be required to pay Gulf Crossing an amount equal to the price difference between the best bid when the capacity is resold and the price established in Customer's best bid multiplied times the MDQ provided in Customer's best bid.
- (e) Gulf Crossing shall post the results of the auction on its Internet Web Site no later than the close of business on the Business Day following the Day of the auction. The posting will include:
 - (i) Name of winning Bidder;
 - (ii) Winning Bid rate and maximum rate;
 - (iii) duration of contract;
 - (iv) contract quantity;
 - (v) receipt point and delivery point; and
 - (vi) any affiliate relationship between Gulf Crossing and winning Bidder.

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-61-000

Sheet No. 803 Sheet No. 803

Sheet Nos. 803 through 849 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 12

12. NOMINATIONS, CONFIRMATIONS AND SCHEDULING

- 12.1 Applicability - The nomination, scheduling and confirmation procedures provided herein shall be the basis of the confirmation, scheduling and allocation of all services on Gulf Crossing's system. Gulf Crossing will have personnel available to handle the nomination process seven (7) Days a week, twenty-four (24) hours a Day. Gulf Crossing personnel may not be at Gulf Crossing's office but will be available by telephone or paging system.
- 12.2 Nominations - Nominations are communications via EDI or Gulf Crossing's Internet Web Site provided by a Customer to Gulf Crossing requesting specific quantities of Gas to flow each Day at specific points.
- (a) Nominations may be submitted via EDI or Gulf Crossing's Internet Web Site in accordance with the NAESB WGQ Nomination timeline standard 1.3.2. Nominated quantities shall be expressed in Dekatherms.

In the event of a failure of Gulf Crossing's electronic communications system, Gulf Crossing will accept fax nominations on a best efforts basis until the electronic system is restored. Absent nomination changes during electronic system failure all quantities will be scheduled at the same quantities as scheduled in the last completed nomination cycle.

GENERAL TERMS AND CONDITIONS
Section 12
(Continued)

- (b) Gulf Crossing shall utilize an appropriate NAESB nomination model for each type of service as determined by Gulf Crossing.
- (c) If any nomination or change in nomination involves the commencement of service for a new "on behalf of" entity, then the Customer should provide information identifying the "on behalf of" entity by facsimile or e-mail prior to the applicable confirmation deadline.
- (d) Nominations will not be scheduled if there is no reasonable expectation by Gulf Crossing that the quantities can flow in the remainder of the Day.
- (e) Gulf Crossing may, from time to time, with prior written notice to all affected parties, waive or modify on a non-discriminatory basis these nomination procedures.

12.3 Confirmations - Gulf Crossing will utilize the Internet Web Site or phone for confirmation communications with a Confirming Party unless the Confirming Party has executed a Trading Partner Agreement to communicate confirmations via EDI. In the event of failure of Gulf Crossing's or the Customer's electronic communication system, Confirming Parties will communicate confirmations by facsimile, phone and/or e-mail. Furthermore, Customers and Confirming Parties are required to conform quantities of Gas received or delivered at a point to those confirmed nominations.

- (a) If no communication is received by Gulf Crossing from a Confirming Party or if the Confirming Parties cannot agree upon a confirmed quantity, the confirmed quantity shall be determined in accordance with NAESB Standard 1.3.22. Alternatively, the Confirming Parties may agree to utilize the Confirmation by Exception process at a location.

GENERAL TERMS AND CONDITIONS
Section 12
(Continued)

- (b) Interruptible shippers whose volumes will be reduced as a result of an Intra-day nomination by a firm shipper will be provided with notice as soon as practical of such reduction. Gulf Crossing will not impose penalties on the Day of the Bump if shippers have not received appropriate notice of the Bump. All correspondence from Customers to Gulf Crossing regarding the notification of a Bump should be made via telephone directly to Gulf Crossing Customer Service. Gulf Crossing will not be liable to any interruptible shipper or its customers for damages of any kind or nature if the interruptible customer's Gas is Bumped pursuant to the provisions of this Tariff.

- (c) Customer shall provide Gulf Crossing's Customer Service Department with Customer's address, e-mail address, telephone number, and facsimile number to be available twenty-four (24) hours a Day, seven (7) Days a week. Also, Customers shall provide, upon Gulf Crossing's request, the address, telephone number and facsimile number of each Operator associated with their nominated activity. Gulf Crossing shall not be liable for inaccurate information supplied to it by Customers.

GENERAL TERMS AND CONDITIONS
Section 12
(Continued)

12.4 Scheduling

- (a) The term "Scheduling" refers to the allocation of available capacity for each cycle on Gulf Crossing's system, as set forth below.

Promptly following the nomination deadline for each cycle, Gulf Crossing shall evaluate all timely nominations for the cycle. Gulf Crossing will then schedule services and allocate capacity, if necessary.

- (b) Gulf Crossing Emergency Gas will be scheduled before any other service.
- (c) Pipe capacity for transporting Customers will be scheduled by Gulf Crossing in the following order:
- (1) Firm Primary Service - After Gulf Crossing schedules Emergency Gas, if any capacity remains, capacity will be scheduled to Firm Primary Service as follows:

Gulf Crossing will schedule capacity to Firm Primary Service up to the Available Quantities, excluding Firm In-the-Path Service and Firm Out-of-Path Service. If for any reason capacity is not available, Firm Primary Service shall be scheduled ratably based on the maximum service agreement quantity up to Available Quantities.

GENERAL TERMS AND CONDITIONS
Section 12
(Continued)

- (2) Firm In-the-Path Service - After Gulf Crossing schedules all Firm Primary Service, if any capacity remains, it will be scheduled to Firm In-the-Path Service as follows:

Gulf Crossing will schedule capacity to Firm In-the-Path Service up to confirmed nominations, not to exceed Available Quantities. If sufficient capacity is not available, the Firm In-the-Path Service nominations shall be scheduled pro rata based on confirmed nominations. Once the pro rata calculations have been determined for each Customer, Gulf Crossing will use the supply and market rankings submitted by the Customer to reduce the nominations and confirm the scheduled volumes with the Confirming Party at each location.

- (3) Firm Out-of-Path Service - After Gulf Crossing schedules all Firm Primary Service and Firm In-the-Path Service, if any capacity remains, it will be scheduled to Firm Out-of-Path Service as follows:

Gulf Crossing will schedule capacity to Firm Out-of-Path Service up to confirmed nominations. If sufficient capacity is not available, the Firm Out-of-Path Service nominations shall be scheduled pro rata based on confirmed nominations. Once the pro rata calculations have been determined for each Customer, Gulf Crossing will use the supply and market rankings submitted by the Customer to reduce the nominations and confirm the scheduled volumes with the Confirming Party at each location.

GENERAL TERMS AND CONDITIONS
Section 12
(Continued)

- (4) Interruptible Transportation Service Paying the Maximum Rate - After Gulf Crossing schedules firm service pursuant to Section 12.4(c) (1), (2) and (3), if any capacity remains, it will be scheduled to interruptible service paying the maximum rate. If there is not enough capacity available, this service shall be scheduled pro rata based on confirmed nominations.
- (5) Interruptible Transportation Service Paying Less Than the Maximum Rate - If any capacity remains after scheduling pursuant to Section 12.4(c) (1) through (4), then capacity will be scheduled to all remaining interruptible transportation services paying less than the maximum rate.

This capacity will be scheduled to a Customer who is paying the highest percentage of total maximum rate up to its requested confirmed quantity, then to a Customer paying the next highest percentage of total maximum transportation rate. Gulf Crossing will continue this process until all of the available capacity is scheduled.

- (6) PS Service Quantities - If any capacity remains after scheduling pursuant to Section 12.4(c) (1) through (5), then capacity will be scheduled to PS Service Quantities. If sufficient capacity is not available, PS Service Quantities shall be scheduled pro rata based upon confirmed nominations.

GENERAL TERMS AND CONDITIONS
Section 12
(Continued)

- (7) Payback Quantities - If any capacity remains after scheduling pursuant to Section 12.4(c)(1) through (6), then capacity will be scheduled for Payback Quantities. Payback Quantities will be scheduled only to the extent it is operationally feasible. If for any reason capacity is not available to accommodate all Payback Quantities, such quantities may be scheduled pro rata based upon confirmed nominations.
- (8) Scheduling Adjustment Limitation - During any scheduling cycle, a Customer whose nominations were received by the nomination deadline can displace another Customer receiving a service that has a lower priority service level except as provided in (10) herein. Services are listed below in order of decreasing priority for purposes of this scheduling adjustment limitation:
- (i) Firm Primary Service;
 - (ii) Firm In-the-Path Service;
 - (iii) Firm Out-of-Path Service;
 - (iv) Interruptible service paying maximum rate;
 - (v) Interruptible service paying less than maximum rate; and
 - (vi) PS Service Quantities.

GENERAL TERMS AND CONDITIONS
Section 12
(Continued)

- (9) (i) Timely Cycle Limitations - A Firm In-the-Path Service transportation Customer whose Gas is flowing cannot be displaced by another Firm In-the-Path Service transportation Customer. A Firm Out-of-Path Service transportation Customer whose Gas is flowing cannot be displaced by another Firm Out-of-Path Service transportation Customer. An interruptible Customer whose Gas is flowing at maximum rate cannot be displaced by another interruptible transportation Customer.
- (ii) Evening and Intra-day 1 Cycle Limitations - A Firm Primary Service, Firm In-the-Path Service or Firm Out-of-Path Service transportation Customer whose Gas was scheduled in the Timely or Evening Cycles, respectively, cannot be displaced by a nomination by another firm transportation Customer. An interruptible transportation Customer whose Gas was scheduled in the Timely or Evening Cycles cannot be displaced by another interruptible transportation nomination.
- (iii) Intra-day 2 Cycle Limitations - Any Gas scheduled in the Intra-day 1 Cycle cannot be displaced by another Customer nominating in the Intra-day 2 cycle.
- 12.5 Nominating, Confirming, and Scheduling Deliveries to Conform with Receipts - Customers are responsible for nominating quantities such that nominated deliveries equal receipts less fuel. If nominations cannot be confirmed and scheduled, Gulf Crossing may conform Customer deliveries to receipts less fuel.
- 12.6 Gulf Crossing may decline to schedule service if Customer tenders Gas which is rejected by an interconnecting pipeline or a third party delivery operator due to such entity's applicable quality specifications at the Delivery Point to which a Customer has nominated deliveries.

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-61-000

Sheet No. 858 Sheet No. 858

Sheet Nos. 858 through 899 are not issued,
but are reserved for future use.

Effective Date: 12/20/2008 Status: Effective

FERC Docket: RP09-61-000

Original Sheet No. 900 Original Sheet No. 900

GENERAL TERMS AND CONDITIONS
Section 13

13. ALLOCATIONS

13.1 Allocation Method(s)

All meter stations will be allocated on a daily basis. Gulf Crossing will report the daily operational allocation within one Business Day after the end of the Gas Day using scheduled quantities if better data is not available.

Gulf Crossing shall use Operator and Customer predetermined allocation agreement (PDA) methods for allocating Measured Quantities at all points on Gulf Crossing's system. A PDA is not needed at receipt and delivery points on Gulf Crossing's system where an OBA has been executed.

13.2 Predetermined Allocation Methodology

The upstream or downstream party providing the point confirmation should submit the PDA to Gulf Crossing after or during confirmation and before the start of the Gas Day. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation.

Gulf Crossing will accept NAESB standard methodology types from the upstream or downstream custody transfer party who is providing the point confirmation before the start of the Gas Day. Gulf Crossing shall send back "confirmation" of receipt of the pre-determined allocation within 15 minutes.

Only one PDA allocation methodology can be applied per allocation period. A new allocation detail may be needed when a nomination changes. An Operator PDA submitted after any Gas Day is subject to Gulf Crossing's approval, must be submitted by paper copy via facsimile or e-mail and, unless prior authorization is received from all affected Customer(s), must contain the signatures of all affected Customer(s) signifying agreement to the proposed changes.

GENERAL TERMS AND CONDITIONS
Section 13
(Continued)

13.3 Customer's Responsibilities for a PDA

Customer shall cause the Operator at each point to provide Gulf Crossing with a PDA. In the event any Customer at a point fails to cause such information to be provided by Operator to Gulf Crossing, then the default allocation methodology will be applied to all Customers at the point. The Customers with multiple scheduled quantities at the point shall submit a PDA to Gulf Crossing for purposes of further allocation. The Customer PDA shall specify how any underage or overage from the scheduled quantity is to be allocated to the Customer's nominations at the point. Different PDA methods may be submitted for overages and underages. If a Customer having multiple scheduled quantities at a point fails to provide a PDA for purposes of further allocation, then the default allocation methodology will be used to allocate the Customer's multiple nominations at the point.

13.4 Gulf Crossing's Agreement and Reliance on PDA

A PDA shall be subject to Gulf Crossing's approval which shall not be unreasonably withheld. Gulf Crossing's acceptance of the Operator or Customer PDA is contingent on Gulf Crossing being able to administer the PDA. Gulf Crossing shall be entitled to rely exclusively on PDA in allocating Gas at a point, and the Operator and Customers at the point hold Gulf Crossing harmless against actions taken and allocations made in reliance upon such PDA.

13.5 Unauthorized Receipt / Delivery Points Allocation

If measured quantities at a receipt point exceed 110% of scheduled quantities on any Day, the volume above 110% of scheduled quantities will be allocated as an Unauthorized Receipt. If any receipt volumes are measured on a Day when there is no scheduled quantity such volumes shall be allocated as an Unauthorized Receipt.

If measured quantities at a delivery point exceed 110% of scheduled quantities on any Day, the volume above 110% of scheduled quantities will be allocated as an Unauthorized Delivery. If any delivery volumes are measured on a Day when there is no scheduled quantity, such volumes shall be allocated as an Unauthorized Delivery.

GENERAL TERMS AND CONDITIONS
Section 13
(Continued)

13.6 Default Allocation Methodology

Except for the allocation of Unauthorized Receipt and Unauthorized Delivery Gas, to the extent a complete PDA is not timely received by Gulf Crossing from the Operator and/or Customer, and the location is not subject to an Operational Balancing Agreement, all measured quantities will be allocated pro rata, based on scheduled quantities.

13.7 At straddle plants, if any, Gulf Crossing will allocate PTR quantities in accordance with the plant allocation statement.

13.8 Gulf Crossing will not be required to allocate receipt or delivery points to conform to a producer's or end user's allocation statement prepared after Gas flow.

13.9 If Gulf Crossing issues a Critical Period, or Operational Flow Order ("Operational Plans"), Gulf Crossing may suspend any predetermined allocation methodology ("PDA") and utilize the default allocation methodology for the Days affected by an Operational Plan. Gulf Crossing shall file a report with the Commission within 30 Days if any PDA is suspended.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 903 Sheet No. 903

Sheet Nos. 903 through 949 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 14

14. IMBALANCE RESOLUTION PROCEDURES

14.1 Cash-out and Trading Provisions - It is the responsibility of the Customer to eliminate imbalances. Net imbalance positions will be determined for each Customer by Operational Impact Area. These imbalances may be resolved through the cash-out or trading methods. Each Day Gulf Crossing will post on its Internet Web Site Customer's imbalance position for each Operational Impact Area. For purposes of offsetting imbalances, Gulf Crossing shall post a list of Customers who are either long into the pipeline or short into the pipeline by Operational Impact Area and at Customer's request, also will post on the Internet Web Site that Customer's imbalance position. Customers will have until the seventeenth (17th) Business Day of the month following the production month where the imbalance occurred to resolve any imbalance positions. All trades shall be requested and confirmed via Gulf Crossing's Internet Web Site. In the event of a failure or technical difficulties with Gulf Crossing's electronic communications system, trade requests and confirmations may be submitted via facsimile at (713) 479-1791 using Gulf Crossing's Imbalance Trading Form. All failures must be communicated to Gulf Crossing prior to submitting a trade via facsimile by contacting the Gulf Crossing System Coordinator at (713) 479-8215.

- (a) Trading Methods to Correct Imbalances - Imbalances may be corrected by trading under the following methods:
 - (1) Trading between Transportation Contracts - Gulf Crossing offsets imbalances created under Customer's transportation contracts within Operational Impact Areas. An imbalance can be offset only with an opposite imbalance incurred for the same month within the same Operational Impact Area.

GENERAL TERMS AND CONDITIONS
Section 14
(Continued)

(b) Cash Settlement to Eliminate Imbalances - After the period provided to the Customer to correct any imbalance, Gulf Crossing shall provide an invoice credit for quantities that are over-received and an invoice charge for quantities that are over-delivered. For over-received quantities, an index "buy" price multiplied by a factor determined by the amount of the imbalance will be used as purchase price for Gulf Crossing. For over-delivered quantities, an index "sell" price multiplied by a factor determined by the amount of the imbalance will be used as the "sales" price for Gulf Crossing.

- (1) Determination of Index "Buy" Price - For the month in which the imbalance occurred, the index "buy" price per Dekatherm used in the calculation shall be the arithmetic average of the Natural Gas Week indices published each week during the month and the first week following the month under the title "Natural Gas Weekly Spot Prices" for the following region:

Midcontinent - NGPL-MC

Should this publication cease to exist in its current form, then Gulf Crossing will submit an alternate set of published prices for the index calculation.

Determination of Index "Sell" Price - For the month in which the imbalance occurred, the index "sell" price per Dekatherm used in the calculation shall be the arithmetic average of the Natural Gas Week indices published each week during the month and the first week following the month under the title "Natural Gas Weekly Spot Prices" for the following region:

Southeast - Transco Zone 4

Should this publication cease to exist in its current form, then Gulf Crossing will submit an alternate set of published prices for the index calculation.

GENERAL TERMS AND CONDITIONS
Section 14
(Continued)

- (2) Imbalance Due Gulf Crossing - In the event of an imbalance when actual allocated delivery quantities exceed actual allocated receipt quantities at the end of each month, Gulf Crossing will invoice the transportation Customer for such imbalance

- (i) Such bill will be calculated by multiplying the sum of the imbalance plus the applicable cash for fuel charge by the index "sell" price determined above multiplied by each of the following factors for the applicable percentage range:

Imbalance Level	Factor
0% to 2%	1.0
Above 2% to 5%	1.25
Greater than 5%	1.50

The imbalance level will be calculated by dividing the imbalance by the actual receipt quantities.

- (ii) The Customer shall pay Gulf Crossing in accordance with Section 18 of Gulf Crossing's General Terms and Conditions.
- (3) Imbalance Due Customer - In the event of an imbalance when actual allocated receipt quantities exceed actual allocated delivery quantities at the end of each month, Gulf Crossing will provide a credit on the invoice to the transporting Customer

GENERAL TERMS AND CONDITIONS
Section 14
(Continued)

- (i) Such credit will be calculated by multiplying the imbalance by the index "buy" price calculated above multiplied by each of the following factors for the applicable percentage range:

Imbalance Level	Factor
0% to 2%	1.00
Above 2% to 5%	.75
Greater than 5%	.50

The imbalance level will be calculated by dividing the imbalance by the actual receipt quantities.

- (ii) If the credit calculated above exceeds the total charges on the invoice, Gulf Crossing will deduct any previously unpaid amounts from prior invoices and pay Customer on or before the 25th of the month.
- (c) Cash Settlement to Eliminate Imbalances for Prior Period Adjustments - Subject to the rights in Section 14.1 (A), Trading Methods, and after the period provided to the Customer to correct any prior period adjustment ("PPA") imbalance, Gulf Crossing shall provide an invoice credit for PPA quantities that are over-received and an invoice charge for PPA quantities that are over-delivered. If the PPA imbalance is in the opposite position than the original imbalance (i.e. original position was short and PPA was long or vice versa), then the PPA imbalance will be credited or charged at the original "Buy" or "Sell" price, up to the original imbalance quantities. If an imbalance remains after the original imbalance is reversed, then the remaining PPA imbalance will be credited or charged at the "Midpoint" price. If the PPA imbalance is in the same position as the original imbalance, or if there was no original imbalance then the PPA imbalance will be credited or charged at the "Midpoint" price.

GENERAL TERMS AND CONDITIONS
Section 14
(Continued)

Determination of Index "Midpoint" Price - For the month in which the imbalance occurred, the index "Midpoint" price per Dekatherm used in the calculation shall be the arithmetic average of the "Buy" price and the "Sell" price, multiplied by a factor of 1.0.

- (d) If an imbalance or any portion of an imbalance is solely created by a Customer's inability to reconcile receipt and deliveries during the month due to issuance of an Operational Flow Order, then the imbalance factor used in the calculation of the cash-out provision for that month will be 1.00 and the applicable index price per Dekatherm for the month in which the imbalance occurred shall be the arithmetic average of the Natural Gas Week indices published each week during the month under the title "Natural Gas Weekly Spot Prices" for the following regions:

Midcontinent - NGPL - MC
Southeast - Transco Zone 4

If an imbalance is solely created by a force majeure event, solely caused by Gulf Crossing or the result of complying with Gulf Crossing's directions, then the imbalance factor to be used in the calculation of the cash-out provision for the month will be 1.00 and the applicable index price per Dekatherm for the month in which the imbalance occurred shall be the arithmetic average of the Natural Gas Week indices published each week during the month under the title "Natural Gas Weekly Spot Prices" for the following regions:

Midcontinent - NGPL - MC
Southeast - Transco Zone 4

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 955 Sheet No. 955

Sheet Nos. 955 through 999 are not issued,
but are reserved for future use.

Effective Date: 04/01/2010 Status: Effective
FERC Docket: RP10-428-000

First Revised Sheet No. 1000 First Revised Sheet No. 1000
Superseding: Original Sheet No. 1000

GENERAL TERMS AND CONDITIONS
Section 15

15. BILLINGS AND PAYMENTS

- 15.1 Statements from Customers - When Gulf Crossing is in control of information required by Customer to prepare invoices, Gulf Crossing shall cause such information to be received by Customer on or before the fifth Business Day of the month immediately following the month to which the information applies. If the information is not received by such deadline, Customer will make a good faith estimate of the information and proceed with the billing process.
- 15.2 Billings by Gulf Crossing - Gulf Crossing shall render the imbalance statement prior to or with the invoice, and the transportation invoice shall be prepared on or before the ninth (9th) business day after the production month. "Render", as used herein, shall mean the provision by Gulf Crossing of a time-stamped imbalance statement and/or invoice on its Internet Web Site. Gulf Crossing shall provide e-mail notification to Customer's Invoice Notification e-mail address, as specified pursuant to Section 8.2 (i), when imbalance statements and invoices are finalized and rendered. Further, Gulf Crossing shall post a notice to its Internet Web Site when such documents are finalized.
- 15.3 Payment - Unless otherwise agreed upon by Gulf Crossing and Customer, Customer shall be obligated to pay Gulf Crossing monthly for all services provided. Customer shall pay Gulf Crossing by electronic funds transfer or by check to a designated bank account. Payments by check shall be made to the remittance address indicated on Gulf Crossing's invoice. Payment by wire transfer shall be to a bank account designated by Gulf Crossing. The funds shall be collected and available to Gulf Crossing no later than ten (10) Days from the date the invoice was rendered to Customer for service provided during the preceding month, and billed by Gulf Crossing for that month. All payments shall be identified by invoice number.
- 15.4 Late Payment - In the event Customer shall fail to pay any amount due Gulf Crossing when due, then interest shall accrue at the current rate of interest on pipeline refunds established by the Commission from the date such amount is due until paid. Gulf Crossing shall notify Customer of Customer's failure to timely pay and allow Customer five (5) Business Days from the Day of such notice to pay Gulf Crossing. Should Customer continue to fail to pay Gulf Crossing the amount due, Gulf Crossing may terminate service

Effective Date: 03/04/2010 Status: Effective
FERC Docket: RP10-357-000

First Revised Sheet No. 1001 First Revised Sheet No. 1001
Superseding: Original Sheet No. 1001

GENERAL TERMS AND CONDITIONS
Section 15
(Continued)

to Customer by providing at least thirty (30) Days written notice to the Customer and the Commission of its intent to terminate any service agreement(s). Such notice may be provided contemporaneously with the initial notice of the need for payment for any unpaid, non-disputed obligations. If Customer has provided security for the amount due and fails to make payment, then Gulf Crossing may exercise its rights under the security thirty (30) Days following Gulf Crossing's initial notice. In no event can Gulf Crossing terminate a Customer's service agreement without providing that Customer thirty (30) Days written notice.

- 15.5 Prior Period Adjustments, Errors and Disputes in Bills - In the event Customer, in good faith, disputes the amount payable in any statement or invoice furnished, Customer shall pay the undisputed portion of the statement or invoice and shall provide documentation identifying the basis for the dispute. Gulf Crossing and Customer shall in good faith endeavor to resolve the dispute expeditiously. To the extent Customer fails to pay any undisputed portion of the statement of invoice, the remedies available under Section 15.4 shall apply. In no event will any changes be made to any statement or invoice after twenty-four (24) months from the date of statements, billings or payment, based on actualized volumes, unless the parties mutually agree.
- 15.6 Access to Billing Data - Customer and Gulf Crossing shall have the right to examine the books, records, and charts of the other party at all reasonable times to the extent necessary to verify the accuracy of any statement, charge, or computation made pursuant to the provisions of this Section; however, access shall, be limited to data applicable to the preceding twenty-four (24) month period.
- 15.7 Statement of Account - Gulf Crossing will provide a statement of account on request. Gulf Crossing will apply payments on the statement of account, including payments on prior period adjustments, if such information is given to Gulf Crossing in the remittance detail. The Statement of Account should report outstanding balances by invoice.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 1002 Sheet No. 1002

Sheet Nos. 1002 through 1049 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 16

16. CAPACITY RELEASE

16.1 Capacity Release

A Customer may release its firm capacity on Gulf Crossing only under the firm capacity release mechanism of this Section 16. Capacity Release hereunder is governed by 18 C.F.R. Section 284.8 of the Commission's Regulations. A Releasing Customer which contracts for firm transportation service under Part 284 of the Commission's regulations may notify Gulf Crossing of its desire to release all or part of its capacity to another party. In addition, a Replacement Customer may release its capacity pursuant to and subject to the requirements, procedures and obligations of this Section.

Any Replacement Customer or Prearranged Customer may seek credit pre-approval under Gulf Crossing's credit requirements as outlined in Section 5. To bid or contract for capacity release transactions all entities must satisfy such credit requirements. No entity, including but not limited to, Releasing Customer, shall be entitled to rely on any credit appraisal performed by Gulf Crossing of any Potential, Prearranged or Replacement Customer. No Releasing Customer may establish a separate creditworthiness standard which differs from the one required by Gulf Crossing. Except as otherwise provided herein, the Releasing Customer shall remain ultimately liable for all reservation charges billable for the originally contracted firm transportation service.

The rate charged the Replacement Customer for a release of capacity may not exceed the applicable maximum rate, except that no rate limitation applies to the release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Gulf Crossing is notified of the release.

The following categories of capacity release are exempt from bidding requirements (1) a release of capacity to an asset manager as defined in 18 C.F.R. Section 284.18 (h) (3) ("Asset Manager"); (2) a release of capacity to a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. Section 284.8(h) (4) ("Retail Access Marketer"); (3) a release for more than one year at the maximum tariff rate; and (4) a release for any period of 31 days or less (non-rollover).

Any party who desires capacity may request Gulf Crossing to post a request for capacity ("Capacity Request") on the Internet Web Site. Such Capacity Request shall be posted on the Internet Web Site for a period which shall not exceed one (1) month.

Effective Date: 03/01/2009 Status: Effective
FERC Docket: RP09-303-000

First Revised Sheet No. 1051 First Revised Sheet No. 1051
Superseding: Original Sheet No. 1051

GENERAL TERMS AND CONDITIONS
Section 16
(Continued)

16.2 Types of Release

The terms and conditions of all releases shall be posted on Gulf Crossing's Internet Web Site as soon as possible, but not later than the first nomination after the release transaction commences including such information for releases that are exempt from bidding.

(a) Permanent Release

A Releasing Customer may release all or part of its firm capacity under a firm transportation service agreement for the entire remaining term of such agreement ("Permanent Release") pursuant to the provisions hereof. A Permanent Release is an assignment to the Replacement Customer of capacity and any associated rights of the Releasing Customer under Section 10.

A Permanent Release shall not be complete until execution of a transportation service agreement covering the capacity subject to the permanent release at a rate at least equal to the rate provided under the Releasing Customer's service agreement. Upon completion, the Releasing Customer shall be responsible only for those charges under its transportation service agreement incurred with respect to the released capacity prior to the effective date of the Permanent Release, and for any charges it continues to incur for firm capacity not subject to the Permanent Release.

Effective Date: 03/01/2009 Status: Effective
FERC Docket: RP09-303-000

First Revised Sheet No. 1052 First Revised Sheet No. 1052
Superseding: Original Sheet No. 1052

GENERAL TERMS AND CONDITIONS
Section 16
(Continued)

(b) Temporary Release

A Releasing Customer may release all or part of its firm capacity under a firm transportation service agreement for a term less than the remaining term of such agreement ("Temporary Release") pursuant to the provisions hereof.

(1) Releases of 31 Days or Less

A Releasing Customer may release capacity to a Prearranged Customer for a period of 31 Days or less without being subject to the prior notice and bidding requirements; however, a Releasing Customer may not roll over, extend, or in any way continue the release to the same Replacement Customer using this bidding exemption until 28 days after the first release period has ended.

A Releasing Customer may release capacity for a period of 31 days or less utilizing the posting and bidding requirements.

(2) Releases More Than 31 Days and Up To 1 Year

All capacity release transactions of more than 31 Days and up to one (1) year, including prearranged deals, are subject to posting and bidding requirements.

(3) Releases Greater Than 1 Year

Any prearranged deal greater than (1) year at less than maximum rate is subject to posting and bidding requirements.

A Releasing Customer may release capacity for a period greater than one (1) year utilizing the posting and bidding requirements.

GENERAL TERMS AND CONDITIONS
Section 16
(Continued)

(4) Additional Temporary Release Information

The Releasing Customer may elect to act as agent for a Prearranged Customer for purposes of nominations, confirmations and billings. In such case the Releasing Customer shall notify Gulf Crossing of its agency relationship with the Prearranged Customer and provide in its release notice the terms of the agency relationship that may affect the administration of the release.

16.3 Posting and Bidding Procedures:

(a) Offer by Releasing Customer

A Releasing Customer that desires to release its firm capacity must notify Gulf Crossing via the Internet Web Site that it seeks to release such capacity and the terms and conditions of such release. Such release notice shall include the following information:

(1) Offer Information

- (i) the name of the Releasing Shipper, and the name, telephone number and facsimile number of a contact party for the Releasing Shipper;
- (ii) the contract number and Rate Schedule of the Releasing Customer's firm transportation service agreement.
- (iii) the Primary Point Pair or segment within the primary path (such segment being defined by a receipt and a delivery Segmentation Point) to be released;
- (iv) the quantity to be released expressed in Dekatherms and, if applicable, whether bids will be accepted for portions of the quantity released;

GENERAL TERMS AND CONDITIONS
Section 16
(Continued)

- (iix) the minimum acceptable bid acceptable;
- (ix) the identity of any Prearranged Customer including their role (Asset Manager, Retail Access Marketer, or Other);
- (x) the maximum and minimum reservation charges, including any applicable demand surcharges, expressed in dollars and cents or percent of maximum rate and restated on a volumetric basis, if applicable;
- (xi) a specification by the Releasing Customer of an objective and non-discriminatory economic standard to be applied in determining the Best Bid, and the methodology for breaking ties. Such standard will only consider the reservation charge and any applicable reservation surcharges and must be objectively stated;
- (xii) whether contingent bids will be accepted and, if so, the period within which the contingency must be eliminated;
- (xiii) whether volumetric bids will be accepted and specifying the method to rank competing volumetric and reservation charge bids if applicable;
- (xiv) whether a capacity release is a release to an Asset Manager and the Asset Manager's obligation to deliver gas to, or purchase gas from, the Releasing Customer;
- (xv) whether a capacity release is a release to a Retail Access marketer; and
- (xvi) any other information necessary to describe the capacity release transaction in accordance with the NAESE Capacity Release Dataset.

GENERAL TERMS AND CONDITIONS
Section 16
(Continued)

(b) Offer Posting:

Unless a capacity release transaction qualifies for an exemption from the bidding requirements, all capacity release transactions are subject to posting and bidding requirements. Offers subject to posting requirements, including prearranged deals, will be posted upon receipt unless the Releasing Customer otherwise specifies and such request comports with the standard timeline set forth in Section 16.4. A Releasing Customer may withdraw the released capacity at any time prior to the close of the Bid Period where no minimum bid has been submitted. Gulf Crossing shall not be required to post a release notice on the Internet Web Site which is incomplete.

(c) Bidding:

All bids for released capacity shall be entered on the Internet Web Site by a Potential Customer prior to the close of the open season Bid Period in accordance with the Capacity Release Timeline. The information concerning each bid shall include the rate, the volume or capacity, the term of the bid and any other factors or conditions required by the offer. This procedure shall also apply to prearranged bids.

A Potential Customer shall have the opportunity during the Bid Period to increase its bid through submission of revised bids. Revised bids shall be posted on the Internet Web Site and shall supersede a prior bid by the Potential Customer. Revised bids may be submitted until the expiration of the Bid Period. A Potential Customer may also withdraw a bid prior to the end of the Bid Period.

If a bidder withdraws a bid, it is precluded from submitting a lower bid for the released capacity. If a bid is submitted contingent upon capacity being available on another pipeline, such bid shall not be binding, unless and until the contingency is removed.

GENERAL TERMS AND CONDITIONS
Section 16
(Continued)

(d) Awards:

The capacity release bid that meets the criteria set forth herein and is determined based upon such criteria to be the winning bid for the capacity subject to the bidding process is the "Best Bid".

In the event the Releasing Customer does not specify a standard to be applied in determining the Best Bid, Gulf Crossing will select the Best Bid based on the bid which generates the highest present value. Present value will be calculated based on a discount rate equivalent to a fifteen percent (15%) pre-tax rate of return.

If a Potential Customer fails to eliminate a contingency within the prescribed time frame, the capacity shall be awarded to the next highest bidder.

Capacity shall be awarded based upon the Best Bid. If two or more bids are equivalent based upon the Best Bid criteria, then the bid with the shortest term will be the Best Bid. If the bids are identical, then the bid submitted first in time will be designated the Best Bid unless the Releasing Customer has identified an alternate tie-breaking method in its offer.

If there are multiple bids meeting the offer conditions, Gulf Crossing shall rank the bids and award the capacity, best bid first, until all offered capacity is awarded.

Gulf Crossing shall be entitled to reject any bid which does not match the conditions set forth in the offer. Notwithstanding anything to the contrary, a Potential and/or Replacement Customer that does not receive the amount of capacity that it requested may reject the capacity awarded.

GENERAL TERMS AND CONDITIONS
Section 16
(Continued)

Gulf Crossing shall post on the Internet Web Site the winning bid(s) and the winning bidder'(s) name. The best bid information shall remain on the Internet Web Site for ninety (90) Days.

(e) Service Agreements:

Once the Replacement Customer has been awarded capacity, the Replacement Customer must execute a service agreement within two (2) Business Days of its tender by Gulf Crossing. Such tender may be made by e-mail or facsimile. If the Replacement Customer fails or refuses to execute the service agreement within two (2) Business Days of tender, Replacement Customer shall forfeit all right and entitlement to the subject released capacity. A Replacement Customer shall be subject to all provisions of this FERC Gas Tariff. If a Replacement Customer fails to timely execute a service agreement, the Replacement Customer shall forfeit all rights and entitlement to the subject capacity and the Releasing Customer's release offer shall be withdrawn. In such case, if the Releasing Customer still desires to release any or all of the subject capacity, it must submit a new offer in accordance with all procedures and requirements of this Section 16.

GENERAL TERMS AND CONDITIONS
Section 16
(Continued)

A Replacement Customer may request to change the Primary Point Pairs and associated MDQs on a temporary or permanent basis. Such modifications are subject to the original Releasing Customer's agreement and the availability of capacity. The Primary Receipt Point(s), Primary Delivery Point(s) and MDQ in effect at any point in time are subject to any recall rights that may exist with the Releasing Customer. Gulf Crossing shall not be obligated to reserve firm capacity to reinstate the former Primary Point Pairs and MDQs upon expiration of a permanent Point Pair / MDQ modification.

16.4 Capacity Release Timeline

The capacity release timeline is NAESB Standard 5.3.2.

(a) For biddable releases (less than 1 year):

- offers should be tendered by 12:00 PM on a Business Day;
- open season ends no later than 1:00 PM on a Business Day (evaluation period begins at 1:00 PM during which contingency is eliminated, determination of best bid is made, and ties are broken);
- evaluation period ends and award posting if no match required at 2:00 PM;
- match or award is communicated by 2:00 PM;
- match or response by 2:30 PM;
- where match required, award posting by 3:00 PM;
- service agreement issued within one hour of award posting (with a new service agreement number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the service agreement. (Central Clock Time)

(b) For biddable releases (1 year or more):

- offers should be tendered by 12:00 PM four Business Days before award;
- open season ends no later than 1:00 PM on the Business Day before timely nominations are due (open season is three Business Days);

GENERAL TERMS AND CONDITIONS
Section 16
(Continued)

- evaluation period begins at 1:00 PM during which contingency is eliminated, determination of best bid is made, and ties are broken;
- evaluation period ends and award posting if no match required at 2:00 PM;
- match or award is communicated by 2:00 PM;
- match response by 2:30 PM;
- where match required, award posting by 3:00 PM;
- service agreement issued within one hour of award posting (with a new service agreement number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the service agreement. (Central Clock Time)

(c) For non-biddable releases:

Timely Cycle

- posting of prearranged deals not subject to bid are due by 10:30 A.M.;
- service agreement issued within one hour of award posting (with a new service agreement number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the service agreement. (Central Clock Time)

Evening Cycle

- posting of prearranged deals not subject to bid are due by 5:00 P.M.;
- service agreement issued within one hour of award posting (with a new service agreement number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the service agreement. (Central Clock Time)

GENERAL TERMS AND CONDITIONS
Section 16
(Continued)

Intra-day 1 Cycle

- posting of prearranged deals not subject to bid are due by 9:00 A.M.;
- service agreement issued within one hour of award posting (with a new service agreement number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the service agreement. (Central Clock Time)

Intra-day 2 Cycle

- posting of prearranged deals not subject to bid are due by 4:00 P.M.;
- service agreement issued within one hour of award posting (with a new service agreement number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the service agreement. (Central Clock Time)

(d) Non-Qualifying Releases:

If the Releasing Customer specifies a bid evaluation methodology other than highest rate, net revenue or present value, the above timeline for evaluating bids and awarding capacity shall not apply. Gulf Crossing shall use the following timeline for such non-qualifying releases:

Term of Service	Bid Period
< 1 Month	24 Hours
> 1 Month and < 3 Months	2 Business Days
> 3 Months and < 1 Year	5 Business Days
> 1 Year	10 Business Days

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Original Sheet No. 1061 Original Sheet No. 1061

GENERAL TERMS AND CONDITIONS
Section 16
(Continued)

16.5 Capacity Recall

Releasing Customers may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) at the Timely Nomination cycle, Early Evening Nomination cycle, and the Evening Nomination cycle, and recall unscheduled released capacity at the Intra-day 1 and Intra-day 2 Nomination cycles by providing notice to Gulf Crossing by the following times for each cycle: 8 a.m. CCT for the Timely Nomination cycle; 3:00 p.m. CCT for the Early Evening Nomination cycle; 5:00 p.m. CCT for the Evening Nomination Cycle; 8 a.m. CCT for the Intra-day 1 Nomination cycle, and 2:30 p.m. for the Intra-day 2 Nomination cycle. Notification to Replacement Customers will be provided by Gulf Crossing within one hour of receipt of recall notification.

Replacement Customers whose volumes will be reduced as a result of the capacity recall by a Releasing Customer will be provided notice of such reduction. Such notification will indicate whether non-critical penalties will apply for the Gas Day for which quantities are reduced.

GENERAL TERMS AND CONDITIONS
Section 16
(Continued)

16.6 Billing

Gulf Crossing shall credit to Releasing Customer the amount of the reservation charge when Gulf Crossing bills the reservation charge to the Replacement Customer. The credit shall be reflected on the Releasing Customer's invoice. In the event of default by the Replacement Customer, the Releasing Customer shall be billed only for the reservation charge including interest. Any monies received by Gulf Crossing from the Replacement Customer shall be credited first to the reservation charge and any applicable late charges. Each Releasing Customer is responsible for the breaches of its Replacement Customer.

Gulf Crossing and any Customer may, in connection with a negotiated rate agreement under a firm rate schedule, agree upon payment obligations and crediting mechanisms in the event of a capacity release that vary from, or are in addition to, those set forth above, provided, however, that terms and conditions of service may not be negotiated.

In the event of default by the Replacement Customer of its payment obligations under this Tariff, the Releasing Customer shall have the right to recall the capacity, provided the default is not cured within fifteen (15) Days of the receipt of a notice from the Releasing Customer to the Replacement Customer that default has occurred.

GENERAL TERMS AND CONDITIONS
Section 16
(Continued)

Whenever a Replacement Customer uses secondary points, the resulting charges to the invoice of the Releasing Customer will be governed by the underlying transportation service agreement between Gulf Crossing and the Releasing Customer. To the extent that the rate for secondary points is not established in the transportation service agreement, the Replacement Customer will be charged the higher of the service agreement rate or the difference between the maximum applicable 100% load factor rate for such transportation haul and the service agreement rate for such volumes in addition to the customers existing rate.

16.7 Termination

- (a) Gulf Crossing may elect to terminate a Replacement Customer's Service Agreement upon thirty (30) Days written notice to the Replacement Customer and the Releasing Customer under the following conditions:
 - (1) The Releasing Customer has failed to make timely payment, maintain credit, or provide adequate security and Gulf Crossing has provided termination notice(s) as provided herein; and
- (b) If a Releasing Customer's service agreement is terminated, then a Replacement Customer which is creditworthy can continue an existing capacity release by notifying Gulf Crossing that it agrees to pay a rate that equals the lower of: (i) the applicable maximum rate (ii) the same rate, as provided in the original service agreement between Gulf Crossing and the Releasing Customer for the remaining term of the release, or (iii) such other rate as mutually agreed between the Replacement Customer and Gulf Crossing.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 1064 Sheet No. 1064

Sheet Nos. 1064 through 1099 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 17

17. SEGMENTATION

17.1 Segmentation of Capacity

- (a) A Customer may segment, to the extent operationally feasible, its firm capacity in accordance with the provisions of this Section. In addition, any Customer may release a segmented portion of its firm capacity through capacity release. Segmentation will be effectuated through the nomination process. A Customer may release firm capacity on a segmented basis to the extent consistent with this Section 17 by following the procedures for capacity release set forth in Section 16.
- (b) Segmentation of firm capacity (whether of Customer's capacity or through capacity release) shall be deemed operationally feasible unless:
 - (i) the proposed Segmentation would result in an increase in firm contractual obligations on Gulf Crossing's pipeline system;
 - (ii) the proposed Segmentation would result in a physical haul in a direction opposite of the Primary Path being segmented, which cannot be supported by Gulf Crossing's pipeline system; or
 - (iii) the proposed Segmentation would cause Gulf Crossing to be unable to facilitate other primary firm service under its FTS Rate Schedule.

GENERAL TERMS AND CONDITIONS
Section 17
(Continued)

- (c) Subject to other provisions hereof, in the event a transportation path is segmented, the segmenting Customer will have Firm Primary Service on its Primary Path(s). The segmenting Customer will have Firm In-the-Path Service for segments using a segmentation point located in-the-path associated with its Primary Point Pair(s) and Firm Out-of-Path Service for segments using a segmentation point located outside the path associated with its Primary Point Pair(s).
- (d) In no event may the sum of capacity nominated on a Primary Path and the total segmented capacity nominated on such path at any point along such path exceed the Primary Path capacity rights as set forth in Customer's FTS service agreement.
- (e) A Customer or Replacement Customer may nominate service that results in reverse flow from the original Primary Path provided that (i) such reverse flow is operationally feasible according to Section 17.1 (b), and (ii) the total capacity utilized at any point along such path does not exceed the Primary Path capacity rights of such Customer.
- (f) A Customer or Replacement Customer may nominate service that results in a forward haul and a backhaul to the same segmentation point at the same time, up to its capacity rights for the Primary Path segmented.
- (g) If Segmentation results in the utilization of capacity rights on any path in excess of the capacity rights provided in the original Customer's service agreement, the Customer that caused the over-utilization will be subject to the applicable overrun charges pursuant to the FTS Rate Schedule.

GENERAL TERMS AND CONDITIONS
Section 17
(Continued)

- (h) In the event Gulf Crossing determines that any Segmentation is no longer operationally feasible, or was inadvertently confirmed, Gulf Crossing will notify Customer that it must select alternate points. Unless Gulf Crossing determines that a shorter period of time is appropriate, Gulf Crossing will provide one Gas Day's notice to Customer to select alternate points. Gulf Crossing will notify Customer of the need to select alternate points via e-mail, unless another form of communication is requested by Customer. Gulf Crossing will post on its Internet Web Site within three (3) Business Days the explanation for any revocation of Segmentation and whether such Segmentation is unavailable on a temporary or continuing basis.
- (i) Gulf Crossing reserves the right to evaluate and disallow Segmentation on its system on a case-by-case basis for those situations that are not operationally feasible and not already described in this Section. Disallowance of Segmentation requests will be made on a non-discriminatory basis. Notice of any disallowance will be handled as provided above. In addition, Gulf Crossing may, at its sole discretion, suspend Segmentation during a Critical Period or pursuant to an Operational Flow Order.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 1103 Sheet No. 1103

Sheet Nos. 1103 through 1149 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 18

18. OPERATIONAL PLANS/EMERGENCY PROCEDURES

18.1 Gulf Crossing has two operational plans designed to protect the operational integrity of its pipeline system. These operational plans include a) Critical Period (Section 18.3) and b) Operational Flow Orders (Section 18.4):

(a) A Critical Period should be viewed as an early warning mechanism. Events may dictate that normal operating conditions are deteriorating so that additional operational procedures are warranted to protect the system's integrity. Time and conditions permitting, a Critical Period notice will be the first operational plan utilized by Gulf Crossing to protect the operational integrity of its system.

(b) If Gulf Crossing determines that a Critical Period notice is inadequate to correct conditions, if time and conditions do not allow for the issuance of a Critical Period notice, or if Gulf Crossing is unable to provide all or any part of the services on its system, an Operational Flow Order may be issued directing parties to take or not take specific actions to alleviate conditions that threaten Gulf Crossing's system integrity.

18.2 Summary of Operational Plans

See chart on Sheet No. 1151.

Except where protection of system integrity is required, Gulf Crossing will issue a Critical Period notice prior to issuing an OFO.

SUMMARY OF OPERATIONAL PLANS

Characteristics	Critical Period (C.P.)	Operational Flow Order
Definition-	C.P. refers to situations wherein Gulf Crossing's reasonable judgment general system flexibility, normally available Day to Day, cannot be afforded to Customers to accommodate Minor variations in receipt and delivery quantities from scheduled levels.	As defined in NAESB Standard 1.2.6 - An OFO is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of the transportation service provider's system or to maintain operations required to provide efficient and reliable firm service.
Operational Notice-	At least 24 hours	At least 8 hours unless a shorter notice is required to protect the operational integrity of the pipeline system.
Notice Method(s)	- Internet Web Site, and - e-mail, unless Customer has designated another notification format	- Internet Web Site, and - e-mail, unless Customer has designated another notification format
Penalties- Tolerance-	2 times Daily Hub Price* 5% variance between allocated quantities and scheduled nominations.	Up to 5 times Daily Hub Price* 3% variance between allocated quantities and scheduled nominations.

*Daily Hub Price defined in Section 19.1

GENERAL TERMS AND CONDITIONS
Section 18
(Continued)

- 18.3 Critical Period - "Critical Period" refers to situations where, in Gulf Crossing's reasonable judgment, general system flexibility, normally available Day to Day, cannot be afforded to customers to accommodate minor variations in receipt and delivery quantities from scheduled levels. During such periods, Gulf Crossing may temporarily suspend segmentation, pooling, or OBA's to assist in the management of the pipeline system.

Examples of such operating conditions include but are not limited to (1) a supply point loses production for an undetermined or extended period; (2) weather conditions (changes in temperature, precipitation, and/or wind conditions) are predicted to occur that will significantly increase or decrease the demand for system capacity from current nominated levels and which could reduce operational flexibility or reliability; or (3) the system is experiencing imbalances that, if left uncorrected, would threaten the operational integrity of the system or some portion thereof, or otherwise reduce Gulf Crossing's operational flexibility.

When Gulf Crossing declares that a Critical Period exists, it shall post a timely notice on its Internet Web Site followed by an e-mail unless Customer has designated another preferred format for notification. Within 24 hours following the termination of a Critical Period, Gulf Crossing shall post on its Internet Web Site the reasons why a Critical Period was declared and what events resulted in the Critical Period being lifted.

GENERAL TERMS AND CONDITIONS
Section 18
(Continued)

- (a) During Critical Periods, if a Customer is unable to maintain its agreement(s) in balance (within a 5% tolerance between allocated quantities and scheduled quantities for any Critical Period Day) and does not conform receipts to deliveries within twenty-four (24) hours of receipt of a telephone call to a Customer's dispatch number or written confirmation sent by facsimile or e-mail, Gulf Crossing can change the scheduled quantities to conform deliveries to receipts.
- (b) Once Gulf Crossing declares a Critical Period, a Customer will have the opportunity to submit nomination(s) during the next appropriate nomination cycle to ensure that its receipts and deliveries are in balance on a nominated basis, and that such nominations closely represent the actual physical receipts and deliveries.
 - (i) In addition, Customer must contact the applicable Operators to determine the activity occurring at each of its nominated receipt and delivery points prior to making nominations for any cycle.
 - (ii) A Customer shall be entitled to rely upon meter information that Gulf Crossing makes available on its Internet Web Site to assist in determining the actions needed to conform actual receipts and deliveries with nominations. If further assistance is necessary, the Customer should contact its customer service representative.

GENERAL TERMS AND CONDITIONS
Section 18
(Continued)

- (iii) To the extent a Customer takes actions necessary to comply with the Critical Period notice consistent with the information as described in (ii) above and such information provided by Gulf Crossing is later determined to be incorrect, then that Customer shall not be subject to a Critical Period penalty. It shall be the Customer's responsibility to demonstrate that the actions it took to comply with a Critical Period notice were consistent with both the information provided and the directions issued by Gulf Crossing.

- (c) Any Customer who desires assistance from others during Critical Periods to remain in balance may have notices posted on Gulf Crossing's Internet Web Site via the Informational Posting Section under the heading "Critical Period Assistance." Postings should include specific information regarding the services offered or desired with phone numbers and/or e-mail contacts for further information. Customers who want to have information posted should provide such information to their customer service representative or point analyst for posting.

GENERAL TERMS AND CONDITIONS
Section 18
(Continued)

- 18.4 Operational Flow Order - An Operational Flow Order "OFO", may be issued to alleviate conditions which threaten or could threaten Gulf Crossing's safe operations, system integrity, or ability to maintain operations required to provide efficient and reliable firm service, and at any time that Gulf Crossing is unable to provide all or any part of the services on its system. When Gulf Crossing issues an OFO the notice shall describe the conditions and the specific responses required from the affected Customer(s). No penalties shall be assessed for actions taken by a Customer in compliance with the directives from Gulf Crossing during an OFO.

Gulf Crossing will provide as much advance notice as possible prior to issuing an OFO, but in no event will an OFO be issued without at least eight (8) hours notice prior to the action required by the OFO unless a shorter time is required to protect the operational integrity of the pipeline. No Shipper will be subject to a penalty under this provision during the time period beginning when Gulf Crossing first issues a notice declaring an OFO and for a period ending eight hours after the issuance of such notice. When Gulf Crossing declares an OFO, it shall post a timely notice on its Internet Web Site followed by a telephone call to affected Customer's dispatch number unless Customer has designated another preferred format for notification. The Customer's telephone numbers shall be provided pursuant to Section 12.3 of these General Terms and Conditions. Notice of all OFOs together with the explanation for the issuance will be sent to the Commission and all affected shippers within 48 hours of issuance. The Commission shall be notified by overnight mail or facsimile and affected shippers shall be notified by a posting on Gulf Crossing's Internet Web Site or via e-mail.

- (a) Except in cases where the operational integrity of Gulf Crossing's facilities would be in jeopardy if Gulf Crossing did not take immediate action under Section 18.4, an OFO will not be issued unless Gulf Crossing has first issued a Critical Period notice. Once Gulf Crossing issues an OFO, the OFO shall replace the Critical Period notice for the specific area or Shippers covered by the OFO. Nothing herein shall limit Gulf Crossing's ability to issue a Critical Period notice for one portion of its system while issuing an OFO for another portion of the system.

GENERAL TERMS AND CONDITIONS
Section 18
(Continued)

- (b) The circumstances under which Gulf Crossing may issue an OFO include but are not limited to:
 - (i) Any operating condition identified in Section 18.3 when such condition threatens safe operations or system integrity such that issuance of a Critical Period notice is inadequate to correct the condition. An OFO issued pursuant to this Section shall be terminated once the event giving rise to the OFO no longer threatens the operational integrity of Gulf Crossing's system.
 - (ii) The pressure on the system or a portion thereof reaches a level that threatens the physical integrity of the system. An OFO issued pursuant to this Section shall be cancelled once pressures return to a level that no longer threaten the physical integrity of the system.
 - (iii) Emergency maintenance or repair of the system including replacement of pipelines or portions thereof, installation of taps, unscheduled testing of storage fields or any other similar unscheduled actions affecting the capacity of any portions of Gulf Crossing's system.
 - (iv) A sudden failure or damage to Gulf Crossing's facilities, an immediate loss of a large supply or delivery point, or some other event that dramatically affects Gulf Crossing's pipeline capacity or ability to provide scheduled services.

GENERAL TERMS AND CONDITIONS
Section 18
(Continued)

- (vi) Any other event or action including the enforcement or suspension of any provision of this Tariff which Gulf Crossing in its reasonable judgment believes is necessary to preserve the operational integrity of Gulf Crossing's pipeline system or any portion thereof, and the maintenance of total system deliverability, or the quality of Gas delivered. An OFO issued pursuant to this Section shall be terminated once the event or action that threatened the operational integrity of the pipeline or portion thereof has been resolved.

- (c) During an OFO, if upon request by Gulf Crossing for information that is in the sole custody of the Operator, including but not limited to the shippers with flowing Gas, shippers failing to produce scheduled quantities, or other such information necessary to manage the point, and the Operator fails to provide Gulf Crossing with such timely and accurate information, and further, as a result of the lack of information or inaccurate information, Gulf Crossing either posts incorrect information or takes action in reliance upon such inaccurate information, then the Operator and not the affected shipper(s) shall be responsible for any penalties imposed pursuant to Section 19.1 of these General Terms and Conditions.

- (d) Any Customer failing to comply with an OFO shall be subject to the OFO penalties described in Section 19.1 of these General Terms and Conditions, in addition to any other applicable penalties or damages prescribed in these General Terms and Conditions, except (1) when Customer is prevented from complying with the terms of an OFO by Force Majeure, and Customer's non-compliance with an OFO due to Force Majeure is not due to its misconduct, or (2) when Customer has proven it took actions consistent with the information provided pursuant to Section 18.3(b)(ii) and such information is later determined to be incorrect. The Customer shall be responsible for any and all damages resulting from its failure to follow the OFO and Customer shall hold harmless and indemnify Gulf Crossing from all damages resulting from Customer's failure to comply with an OFO.

GENERAL TERMS AND CONDITIONS
Section 18
(Continued)

- (e) In the event that Gulf Crossing is unable to provide all or any part of the services on its system, Gulf Crossing shall only curtail firm services pursuant to the issuance of an Operational Flow Order; however, any curtailment shall be in accordance with the priorities provided herein.
 - (i) Gulf Crossing's Emergency Gas will be allocated capacity before any other service.
 - (ii) Priorities when interrupting transporting Customers - In the event of constraints of pipeline capacity on any one or more affected segment(s) of Gulf Crossing's system, for either receipts or deliveries of Gas, Gulf Crossing will allocate capacity among services on the affected segment(s) as follows:
 - (1) Firm services will be the last to be curtailed and shall be allocated ratably based on scheduled quantities.
 - (2) The capacity which remains available, if any, for interruptible transportation service shall be allocated on affected physical pipeline facilities ratably based on scheduled quantities.
 - (3) The capacity which remains available, if any, for Payback Quantities shall be allocated ratably based upon scheduled quantities.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 1159 Sheet No. 1159

Sheet Nos. 1159 through 1199 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 19

19. PENALTIES

19.1 OFO Penalty - In the event Gulf Crossing issues an Operational Flow Order pursuant to Section 18.4 of these General Terms and Conditions, and Customer tenders and/or takes quantities in violation of such Operational Flow Order by more than 3%, Gulf Crossing shall assess against Customer, on a daily basis, a penalty, as provided below based upon the Penalty Price per Dekatherm which is tendered or taken by Customer in violation of such Operational Flow Order. The "Penalty Price" as used herein is the price as published in Gas Daily, Daily Price Survey, under the headings Mississippi-Alabama, Transco, Zone 4 (Midpoint), for the Day in which the applicable penalty was in effect or the average of the price in effect for the Day immediately before and the Day immediately after any Day or Days where Penalty Price is not published. Should this publication cease to exist in its current form, then Gulf Crossing will choose a comparable published price for use.

- (a) In the event Gulf Crossing issues an OFO pursuant to Section 18.4 of these General Terms and Conditions and a Customer takes quantities in violation of such OFO, Gulf Crossing shall assess against Customer, on a daily basis, the applicable penalty as follows:
 - (i) A penalty of three (3) times the Penalty Price per Dekatherm for tenders and/or takes in violation of an OFO greater than 3% but less than or equal to 5% of scheduled quantities.
 - (ii) A penalty of five (5) times the Penalty Price per Dekatherm for tenders and/or takes in violation of an OFO greater than 5% of scheduled quantities.

GENERAL TERMS AND CONDITIONS
Section 19
(Continued)

- 19.2 During Critical Periods, firm Customers who exceed their service agreement MDQ, and/or any interruptible or firm Customer who exceeds its daily scheduled quantities by more than 5% shall be charged a penalty being two (2) times the Penalty Price (for the Day(s) in which the Critical Period was in effect) per Dekatherm.
- 19.3 Penalties under this Section are not cumulative and only the highest applicable penalty will be assessed for any time period where multiple penalties were in effect. Gulf Crossing may post on its Internet Web Site instructions to Customers that indicate specific actions which would benefit the system and do not require specific approval. Otherwise, before taking any action which it believes will assist Gulf Crossing in resolving any operational problem, a Customer should contact Gulf Crossing's Customer Service Department for approval of such action. No Customer shall be assessed penalties under this Section where such penalties were a result of actions taken pursuant to pipeline directives issued to assist in correcting operational problems. Any penalties, fees, or other applicable charges incurred pursuant to this Section shall be invoiced pursuant to Section 15 hereof.
- 19.4 On or before the date March invoices are tendered each year (Annual Review), Gulf Crossing will review the total penalty revenue collected under this Section for the immediately preceding calendar year, plus any carry forward amounts inclusive of interest. If the total penalty revenue collected plus any carry forward amounts does not equal or exceed \$100,000, no refunds will be paid and the penalty revenue collected and/or any carry forward amounts will be carried forward for inclusion in the next Annual Review. Interest will be calculated pursuant to Section 154.501(d) of the Commission's Regulations and applied to penalty revenue collected.
- (a) If the total penalty revenue collected is \$100,000 or more, Gulf Crossing will credit the total penalty revenue collected during a given Annual Review in accordance with the following distribution methodology.
- (i) A Customer's eligibility to receive a refund will be determined solely by its conduct determined on a monthly basis during the calendar year immediately preceding the Annual Review where penalty revenues were collected, including any carry forward amounts and interest, equal or exceed \$100,000.

GENERAL TERMS AND CONDITIONS
Section 19
(Continued)

- (ii) When a penalty refund distribution is made necessary due solely to interest accumulation during the immediately preceding calendar year (no additional penalty revenue was collected under this Section) the total net penalty revenue, including interest, will be allocated pro rata to all transportation Customers based upon each Customer's annual throughput during the immediately preceding calendar year.
- (iii) When a penalty refund distribution is made necessary because additional penalties were collected during the immediately preceding calendar year under this Section, the total carried forward penalty revenue, including interest, will be allocated equally to the months in which additional penalties were incurred during the immediately preceding calendar year as a part of the refund distribution calculation described in Section (v).
- (iv) Gulf Crossing will credit to its non-offending transportation Customers (those Customers not incurring a penalty under this Section for any of their transportation service agreements during the month in which penalties were incurred) any penalty revenue collected for such month from its marketing affiliate(s), if any, pro rata based upon the non-offending shipper's throughput during the month in which the penalty was incurred.
- (v) Gulf Crossing will credit to its non-offending transportation Customers, including Gulf Crossing's marketing affiliate(s), if any, (those Customers not incurring a penalty under this Section under any of their transportation service agreements during the month in which penalties were incurred) the total net penalty revenue collected for such month from non-marketing affiliates, pro rata based upon the non-offending shipper's throughput during the month in which the penalty was incurred.

GENERAL TERMS AND CONDITIONS
Section 19
(Continued)

19.5 Unauthorized Receipt

The penalty for any deliveries of Unauthorized Receipt Gas shall be the purchase of the Unauthorized Receipt quantities from the Operator at 50% of the Index "Buy" price determined pursuant to Section 14.1(b)(1) for the month in which the Unauthorized Receipt was produced.

Gulf Crossing may determine at any time that it will waive this penalty on a non-discriminatory basis. Gulf Crossing will post on the Internet Web Site when this penalty has been waived. Gulf Crossing will waive penalties under this Section for those interruptible shippers whose volumes are reduced as a result of an Intra-day nomination by a firm shipper, however, Gulf Crossing will waive such penalties only on the Day the volume is reduced and only during Non-Critical Periods.

Notwithstanding the other provisions of this Section 19, Unauthorized Receipt Gas purchased hereunder shall be considered a purchase by the cash pool. The purchase of Unauthorized Receipt Gas shall be handled within the cash pool process and subject to refund pursuant to Cash Pool Refund provision.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Original Sheet No. 1204 Original Sheet No. 1204

GENERAL TERMS AND CONDITIONS
Section 19
(Continued)

19.6 Unauthorized Delivery

When an Unauthorized Delivery is taken from Gulf Crossing's system, the delivery point operator ("End-user") will be charged a transportation rate based upon the average system rate as reflected in Rate Schedule ITS, plus the cash equivalent of the fuel charge, and any applicable surcharges for each Dth delivered. The cash for fuel rate and determination method will be posted to Gulf Crossing's Internet Web Site prior to the beginning of each production month.

If End-user's failure to provide a nomination for delivery of Gas is shown to be due to an administrative error or similar inadvertent action, Gulf Crossing may waive its right to charge the End-user under this Section on a not unduly discriminatory basis.

The Natural Gas volumes that make up the Unauthorized Delivery shall be sold to the End-user at a price equal to 150% of the Index "Sell" price determined pursuant to Section 14.1(b)(1) for the month in which the Unauthorized Delivery was delivered.

Unauthorized Delivery Gas sold hereunder shall be considered a sale by the cash pool. The proceeds from such sales of Unauthorized Delivery Gas shall be credited to the cash pool, and, if applicable, shall be subject to refund.

GENERAL TERMS AND CONDITIONS
Section 19
(Continued)

19.7 Cash Pool Refund

- (a) Crediting of Revenue - Gulf Crossing will determine the cash and volumetric balances of its cash-in / cash-out program ("Cash Pool") as of June 30 on an annual basis, including the cash subject to refund calculation ("Cash Pool Determination"). Gulf Crossing will file a report with the FERC by September 1 which provides the results of the Cash Pool Determination and describes whether a refund is due shippers.

In the event the Cash Pool balances include a positive or zero volumetric Gas position and a positive cash balance, the cash will be subject to refund in accordance with the provision in subsection (c). If the Cash Pool balances include a negative volumetric Gas position and a positive cash balance, the following formula shall be used to determine the cash subject to refund in accordance with the provision in subsection (c).

(Positive cash balance - (Short Gas position * August NYMEX Gas closing price) = Cash Subject to Refund (if positive)

Any positive Cash Subject to Refund pursuant to this provision will be refunded to shippers by September 30 pro rata based on transportation throughput for the twelve month period ending on June 30. Any deficiency of cash shall be carried forward to the next Cash Pool Determination.

- (b) Interest will be calculated on the balance in the Cash Pool in accordance with Section 154.501(d) of the Commission's Regulations. In the event of a refund, the interest will be included in the amount refunded to shippers. In the event of a loss carry forward, this amount will carry forward to the next Cash Pool Determination.

GENERAL TERMS AND CONDITIONS
Section 19
(Continued)

- (c) Gulf Crossing will carry forward any Cash Subject to Refund less than \$250,000. No refund obligation will exist if the cash balance position is negative.

- (d) Purchases from marketing affiliate - If Gulf Crossing purchases Gas from its marketing affiliate, for the purpose of balancing its system, and uses revenues generated from the Cash Pool, these purchases must be credited against the monies received from the shippers under the Cash Pool program at the lower of 100 percent of the "sell" Index price or the actual cost of the gas.

- (e) Purchases from non-marketing affiliate - If Gulf Crossing purchases Gas from a non-marketing affiliate, for the purposes of balancing its system, using revenues generated from its Cash Pool program, such purchases shall be credited against the monies received from the shippers under the program at the actual cost of the gas.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 1207 Sheet No. 1207

Sheet Nos. 1207 through 1249 are not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 20

20. CONSTRUCTION OF RECEIPT AND DELIVERY FACILITIES

- 20.1 For the purposes of this Section, "Requested Facilities" shall mean Taps, M&R Equipment or other points of interconnection. Requested Facilities shall not include a major expansion of transmission facilities or laterals. "Tap" shall mean a delivery tap and/or a point of interconnection where Gulf Crossing receives Gas into its system including but not be limited to, flanges and block valves and sufficient pipeline from Gulf Crossing's existing transmission facilities to the edge of its right-of-way. "M&R Equipment" shall include miscellaneous connecting pipeline to the tap, meters, compression, flow and pressure regulators, filters/separators, Gas heaters, flanges, check valves, electronic Gas measurement, communication equipment and Gas conditioning and odorization equipment other than equipment included in the Tap. "Construction" shall mean the construction, modification, rearrangement, reactivation, or installation by Gulf Crossing, a Requesting Customer or their designee as defined below, to perform construction of any Requested Facilities necessary for Gulf Crossing to receive and deliver, or measure any Gas received or delivered to, from, or on behalf of any Customer.
- 20.2 A party or its agent shall submit a request to Gulf Crossing to construct Requested Facilities in conjunction with a request ("Requesting Customer") for either new transportation service or service pursuant to an existing transportation service agreement. Gulf Crossing will begin evaluation of such requests within fifteen (15) Days of receipt and shall complete the evaluation process and respond to the requesting Customer no later than 30 Days after the request is received. Gulf Crossing will receive and process all such requests for Construction of Requested Facilities in a manner that is not unduly discriminatory.

GENERAL TERMS AND CONDITIONS
Section 20
(Continued)

20.3 Construction of Requested Facilities shall occur pursuant to conditions provided below:

- (a) The Requested Facilities shall be established at a location that does not a) adversely affect Gulf Crossing's pipeline operations; b) diminish service to existing Customers; c) cause Gulf Crossing to be in violation of any applicable environmental or safety laws or regulations with respect to the facilities required to establish a new point of interconnection with Gulf Crossing's facilities; d) cause Gulf Crossing to be in violation of its right-of-way agreements or any other contractual obligations and e) cause Gulf Crossing to expand its pipeline facilities or construct any facilities leading up to the point of interconnection.
- (b) Gulf Crossing and Requesting Customer shall cooperate to provide in a cost-effective manner the supporting evidence and analysis necessary to obtain governmental approvals for their respective facilities from any federal, state or local government agency having jurisdiction including, but not limited to, all exhibits required by an application for FERC authorization.
- (c) Terms and conditions of construction, ownership, operation and maintenance of Requested Facilities shall be mutually agreed to by Gulf Crossing and the requesting party and set forth in an interconnect agreement.
- (d) The Requesting Customer shall agree to reimburse Gulf Crossing for the cost of construction as provided for in Section 20.4 below or agree to construct the Requested Facilities in compliance with Gulf Crossing's technical requirements.

GENERAL TERMS AND CONDITIONS
Section 20
(Continued)

- 20.4 Subject to Section 20.3 above, Gulf Crossing shall construct, modify, rearrange, reactivate, or install Requested Facilities for any Requesting Customer's that agrees to pay Gulf Crossing an amount that fully reimburses Gulf Crossing for the cost of such Requested Facilities and their Construction as set forth in the interconnect agreement. Gulf Crossing may condition its Construction of Requested Facilities on payment from the Requesting Customer of (1) any or all costs of the Requested Facilities and their Construction and (2) other related costs incurred prior to the in-service date of the Requested Facilities, which shall be defined to include, but are not limited to, operating and maintenance expenses, administrative and general expenses, employee salaries on a time-devoted basis and related expenses, taxes other than income taxes, depreciation costs and the time value of money, as set forth in an interconnect agreement, and (3) a gross-up for state and federal income taxes, if applicable. Unless Gulf Crossing agrees in an interconnect agreement to allow the Requesting Customer to pay such costs at some other time or in installments, any agreement for Construction of Requested Facilities shall provide that the Requesting Customer shall pay Gulf Crossing the costs of Construction and Related Costs prior to the commencement of Construction. If actual costs are not known, Gulf Crossing shall be entitled to bill the Requesting Customer based upon estimated costs and the Requesting Customer shall be required to pay such estimated costs; provided, however, upon determining its actual costs, Gulf Crossing shall have thirty Days to either refund any excess collections or bill for any under-collections, as appropriate, to provide for Gulf Crossing's collection of its actual costs, including the time value of money as specified in the interconnect agreement.

GENERAL TERMS AND CONDITIONS
Section 20
(Continued)

- 20.5 Gulf Crossing may agree to pay all or part of the costs of the Requested Facilities and their Construction, other related costs and tax gross up if the Construction is economically or operationally beneficial to Gulf Crossing. In determining economic or operational benefit, Gulf Crossing may consider the following factors, among others: costs of the Requested Facilities and their Construction; the estimated incremental throughput and/or revenues attributable to the Requested Facilities; the related costs and tax gross up attributable to the Requested Facilities; the marketability of the capacity associated with the Requested Facilities; the location of the markets associated with the Requested Facilities; the interruptible or firm nature of the transportation service; the availability of capital funds on terms and conditions acceptable to Gulf Crossing; the time value of money; increased system or operational reliability or flexibility; and increased access to new supplies or markets.
- 20.6 Subject to Section 20.3 above, the Requesting Customer may construct its own interconnect facilities at its sole expense; provided, however, such interconnecting facilities shall meet all of Gulf Crossing's technical and engineering requirements. These interconnect facilities shall be built to Gulf Crossing's pipeline but only Gulf Crossing shall construct the tap, at the Requesting Customers sole cost, to complete the interconnect.
- 20.7 Lateral Line Policy - Gulf Crossing will not build or contribute to the cost of building any lateral pipelines to Customers, except where Gulf Crossing determines that such construction or contribution is economically advantageous to Gulf Crossing or Gulf Crossing is obligated, pursuant to its agreements for service to its Customers to seek requisite authorization to expand, enlarge or augment its existing lateral pipelines, where necessary, to meet the increased requirements of Customers receiving service. This Section shall not require Gulf Crossing to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act unless obligated to do so pursuant to an agreement. Further, this Section shall not prevent Gulf Crossing from contesting an application for service.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Original Sheet No. 1254 Original Sheet No. 1254

GENERAL TERMS AND CONDITIONS
Section 20
(Continued)

- 20.8 Mainline or Lateral Capacity Expansion Projects - Gulf Crossing shall conduct an open season for all capacity expansion projects on its system; provided, however, that a project shall not be required for minor or auxiliary facilities, additions of receipt and/or delivery facilities or facility modifications which do not significantly alter the operational characteristics of the pipeline system. Gulf Crossing shall post the terms of the open season, including the criteria to be used to evaluate bids pursuant to Section 8.1; provided, however, that an additional posting pursuant to 8.1 shall not be required. The posting shall include a listing of those meter locations that may be affected by the expansion project and shippers utilizing such locations on a primary firm basis may notify Gulf Crossing during the open season of their interest in turning back capacity in the affected area. During an open season, Gulf Crossing shall have the right to establish a recourse rate (which shall not be higher than the maximum applicable rate) and/or a minimum subscription level to insure that the project is economically viable. In the event there is insufficient capacity to meet the level of service requested or the size of the project is reduced to meet demand, Gulf Crossing shall allocate capacity among all shippers meeting the requirements of Section 5 of these General Terms and Conditions, on a pro rata basis unless another non-discriminatory method is agreed to by the Customers, which submitted conforming bids with the same net present value.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 1255 Sheet No. 1255

Sheet Nos. 1255 through 1299 are currently not issued,
but are reserved for future use.

GENERAL TERMS AND CONDITIONS
Section 21

21. Miscellaneous Provisions

21.1 Applicable Law and Authorities

- (a) This Tariff, including the Rate Schedules, the General Terms and Conditions, and the obligations under any service agreements under this Tariff is subject to all valid laws, orders, rules, and regulations of any duly constituted authority having jurisdiction. The validity, construction, interpretation and effect of any Service Agreement covered by this Tariff shall be governed by the substantive laws of the State of Texas, the parties agree that Texas' choice of law rules may not be used to direct or determine that some other States' law shall govern a dispute arising hereunder.
- (b) This Tariff and any agreement executed with respect thereto, is expressly made subject to all present and future valid rules, laws, regulations, opinions, decisions or orders of any regulatory body having jurisdiction.
- (c) Customer shall provide Gulf Crossing with all information required for Gulf Crossing to comply with the FERC's reporting requirements.

21.2 Assignments - Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Gulf Crossing or Customer, shall, if eligible, succeed to the rights and obligations of its predecessor in title under a service agreement. Either party may pledge a service agreement under the provisions of any mortgage, deed of trust, indenture, or similar instrument which it has executed or may execute hereafter covering substantially all of its properties; otherwise, neither party shall assign a service agreement or any of its rights or obligations thereunder without the consent in writing of the other party which consent shall not be unreasonably withheld. Upon assignment, the rights and obligations of the parties under a service agreement shall be binding upon the successors and assigns of those parties.

GENERAL TERMS AND CONDITIONS
Section 21
(Continued)

21.3 Communications

- (a) Notices/Correspondence - Unless otherwise provided herein, notice shall be provided to Customers via Gulf Crossing's Internet Web Site. Communications concerning scheduling, and changes in nominations shall be made via EDI if the Customer has executed a Trading Partner Agreement to communicate such transactions; otherwise, communications shall be made by the Customer Electronic System, or by facsimile in the event of failure of Gulf Crossing's or the Customer's electronic communication system. Customer shall provide Gulf Crossing with correspondence/ communication information as provided in Section 12.3(c) hereof. General correspondence with Gulf Crossing shall be provided using the following address:

Gulf Crossing Pipeline Company LLC
9 Greenway Plaza, Suite 2800
Houston, Texas 77046
Attention: Customer Service

- (b) Gulf Crossing Internet Web Site - Gulf Crossing has established an Internet Web Site which provides for the timely transfer of all electronic information provided and electronic transaction conducted by and between Gulf Crossing and its customers. The Internet Web Site will be available on an open and nondiscriminatory basis to any party. Public information posted on the Internet Web Site will be available without password usage; however, certain areas of the Internet Web Site contain information specific to individual Customers and require userid and password access. Parties may obtain a userid and password by contacting the Gulf Crossing System Coordinator at (713) 479-1791 or 1-800-999-8475.

GENERAL TERMS AND CONDITIONS
Section 21
(Continued)

(c) Complaint Procedure

Any Potential Customer that has a complaint against Gulf Crossing with regard to transportation service may file a complaint with Gulf Crossing. The procedures for filing and resolving complaints shall be as follows:

- (i) All complaints of Potential Customers shall be directed in writing to the General Counsel, Gulf Crossing Pipeline Company LLC, 9 Greenway Plaza, Suite 2800, Houston, Texas 77046. Each complaint shall clearly identify the specific activity or lack of activity that Gulf Crossing has undertaken which gave rise to the complaint.
- (ii) Gulf Crossing will maintain a record of all complaints received by the General Counsel for a period of three (3) years.
- (iii) The General Counsel will be responsible for notifying the appropriate department(s) that will investigate each complaint.
- (iv) Gulf Crossing will respond to each complaint within thirty (30) Days of the date of receipt by the General Counsel. An initial response to the complaint will be provided within 48 hours of receipt to acknowledge that the complaint was received, estimate a date that a final response will be made and state whether additional information will be needed from the complainant.

21.4 Descriptive Headings - The descriptive headings of the provisions of this Tariff are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provisions.

GENERAL TERMS AND CONDITIONS
Section 21
(Continued)

21.5 Force Majeure

- (a) A force majeure event includes without limitation by this recital: acts of God, including fires, explosions, earthquakes or volcanic eruptions, storms, floods, washouts and extreme cold or freezing weather; necessity for compliance with any court order, law, regulation or ordinance promulgated by any governmental authority having jurisdiction, either federal, Indian, state or local, civil or military; acts of a public enemy; wars and civil disturbances; strikes, lockouts or other industrial disturbances; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary for safe operation by the testing party); inability to obtain necessary materials, supplies, permits, or labor to perform or comply with any obligation or condition of this Tariff; inability to obtain rights of way; and any other causes that are not reasonably in the control of the party claiming suspension.
- (b) A force majeure event shall include shutdowns for purposes of necessary repairs, unscheduled maintenance, relocations, or construction of facilities associated with any of the events described in this Section.
- (c) If, because of a force majeure event, either Gulf Crossing or Customer is rendered unable, wholly or in part, to perform its obligations under a service agreement, and if such party gives notice of such event within a reasonable period of time and provides full particulars of the event in writing or by electronic communication (other than telephone), nonperformance of the party giving such notice shall be excused during the continuance of such event and to the extent its performance is affected by such event. The party claiming force majeure shall use due diligence to remedy its nonperformance with all reasonable dispatch, including the making of provision for such alternate performance as may be economical and practical.

GENERAL TERMS AND CONDITIONS
Section 21
(Continued)

- (d) No force majeure event affecting the performance by Gulf Crossing or Customer shall relieve such party of liability in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch. Nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments as mutually agreed under the applicable Rate Schedule.
- (e) If a Force Majeure event claimed by Gulf Crossing prevents Gulf Crossing from performing transportation service for Customer under existing firm transportation service agreement(s), then to the extent such service is not provided, Gulf Crossing shall provide a reservation charge credit for the pro rata portion of the service not provided due to the Force Majeure event.
- (f) If a Force Majeure event claimed by Customer prevents Customer from either tendering Gas quantities to Gulf Crossing at the Receipt Point(s) or receiving Gas quantities at the Delivery Point(s) up to Customer's MDQ under Firm Transportation Service Agreement(s), Customer shall continue to pay reservation charges to Gulf Crossing.

GENERAL TERMS AND CONDITIONS
Section 21
(Continued)

21.6 Off-System Capacity

- (a) From time to time, Gulf Crossing may enter into transportation and/or storage agreements with other interstate or intrastate pipeline companies. In the event that Gulf Crossing acquires such capacity, Gulf Crossing will use the capacity for operational purposes and will render service to Customers on the acquired capacity pursuant to Gulf Crossing's FERC Gas Tariff and subject to Gulf Crossing's approved rates, as such rates may change from time to time. For purposes of transactions entered into subject to this Section 21.6, the "shipper must have title" requirement is waived.
- (b) Nothing herein shall preclude Gulf Crossing from filing with the Commission for different Tariff provisions applicable to any service which Gulf Crossing provides using off-system capacity; provided, however, that the waiver of the "shipper must have title" requirement shall not apply in such a circumstance and Gulf Crossing will be required to seek a case-specific approval of such provisions.

GENERAL TERMS AND CONDITIONS
Section 21
(Continued)

21.7 Waiver of Default

Gulf Crossing may waive any of its rights hereunder or any obligations of Customer on a basis which is not unduly discriminatory; provided that no waiver by either Customer or Gulf Crossing of any one or more defaults by the other in the performance of any provision of any service agreement between Customer and Gulf Crossing shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

21.8 Warranty

Transportation Agreements - As to Gas which Gulf Crossing transports or stores and delivers for Customer, Customer warrants that it will at the time of delivery to Gulf Crossing have good title to all Gas so delivered free and clear of all liens, encumbrances and claims whatsoever, or a right to ship such Gas, and, further, Customer agrees to indemnify and hold Gulf Crossing harmless from and against any and all suits, actions, causes of action, claims and demands arising from or out of any adverse claims by third parties claiming ownership of, or an interest in, or a right to the Gas tendered for transportation.

21.9 Severability

In the event any provision of this Tariff is held to be invalid, illegal, or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms and conditions, shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation or law is in effect.

Effective Date: 12/01/2009 Status: Effective
 FERC Docket: RP09-552-001

Original Sheet No. 1307 Original Sheet No. 1307

GENERAL TERMS AND CONDITIONS
 Section 21
 (Cont'd)

21.10 Cross Reference for Tariff-Permitted Provisions in Service and Letter Agreements

See the actual tariff sheet referenced for entire provision.

Tariff Sheet No(s)	Applicable Rate Schedule(s) Provision Summary	Location (Rate Schedule and/or General Terms and Conditions)	Provision Topic
650 Sets forth the information related to 651 the requests for service by a 652 Customer, including contact and 653 notice information. 654 655 656	All Services	GT&C Sections 8.1, 8.2	Requests for Service
700 Sets forth the terms and conditions 701 applicable when Gulf Crossing provides 702 a discount. 703	All Services	GT&C Section 9.2, 9.3	Discounting
704 Sets forth the terms and conditions 705 applicable when Gulf Crossing provides a negotiated rate.	All Services	GT&C Section 9.4	Negotiated Rates

Effective Date: 03/01/2010 Status: Effective
FERC Docket: RP09-1008-001

Substitute Original Sheet No. 1307A Substitute Original Sheet No. 1307A

GENERAL TERMS AND CONDITIONS
Section 21
(Cont'd)

21.10 Reserved

21.11 Waiver of Consequential Damages

Gulf Crossing's and Customer's liability for a claim hereunder shall be limited solely to direct damages, as defined by applicable law, whether such claim arises out of breach of contract, tariff or warranty, negligence, tort, strict liability, product liability, statutory or regulatory liability, indemnity, contribution or any other legal theory; provided that such liability may include direct, consequential and any other type of damages available under applicable law, to the extent the claim is attributable to the gross negligence, willful misconduct or bad faith of such liable party.

Effective Date: 03/01/2010 Status: Suspended
FERC Docket: RP09-1008-000

Original Sheet No. 1307A Original Sheet No. 1307A

GENERAL TERMS AND CONDITIONS
Section 21
(Cont'd)

21.10 Reserved

21.11 Waiver of Consequential Damages

In no event shall either Customer or Gulf Crossing be liable to the other for and Gulf Crossing and Customer each expressly releases the other from punitive or exemplary, special, indirect, incidental or consequential damages (including without limitation, loss of profit, loss of revenue), whether such damages arise out of breach of contract, tariff or warranty, negligence, tort, strict liability, product liability, statutory liability, indemnity, contribution or any other legal theory; provided, however, unless otherwise agreed to by Gulf Crossing and Customer, the foregoing shall not limit Gulf Crossing's liability, if any, to Customer, nor Customer's liability, if any, to Gulf Crossing, for punitive or exemplary, special, indirect, incidental or consequential damages arising out of the gross negligence, undue discrimination, willful misconduct, or bad faith of such liable party.

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-001

Sheet No. 1308 Sheet No. 1308

Sheet Nos. 1308 through 1349 are Reserved for Future Use

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Original Sheet No. 1350 Original Sheet No. 1350

GENERAL TERMS AND CONDITIONS
Section 22

22. SALE OF EXCESS GAS INVENTORY

Gulf Crossing may from time to time sell Gas to dispose of excess inventory either unnecessary for system operations or accumulated through the Imbalance Resolution Procedures. The point of sale shall be at Gulf Crossing's interconnection with Gulf South in the Perryville Louisiana area. Buyer must arrange for the necessary transportation agreements from the point of sale. The Gas will be sold via Gulf Crossing's Internet Web Site on a first-come/first-served basis at posted prices or pursuant to an auction or open season. The amount realized from the sale of Gas accumulated through the Imbalance Resolution Procedures shall be credited in accordance with Section 19.7.

Effective Date: 12/20/2008 Status: Effective
FERC Docket: RP09-61-000

Sheet No. 1351 Sheet No. 1351

Sheet Nos. 1351 through 1399 are not issued,
but are reserved for future use.

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-001

Substitute First Revised Sheet No. 1400 Substitute First Revised Sheet No. 1400
Superseding: Original Sheet No. 1400

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:
Rate Schedule FTS

Agreement/Contract No. _____

Dated: _____

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

This Agreement is entered into by and between Gulf Crossing Pipeline Company LLC ("Gulf Crossing") and [CustomerName], ("Customer"). [If this Agreement supersedes a previous agreement, the following may be inserted here: This Agreement supersedes and replaces in its entirety that certain _____ [insert type of agreement] by and between _____ and _____, dated _____ (Contract/Agreement No: _____).]

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Gulf Crossing FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Gulf Crossing's then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Points: Primary Receipt and Primary Delivery Points shall be listed on Exhibit "A".

Maximum Daily Quantity(ies): [Insert MDQ(s) as permitted by Section 2 of Rate Schedule FTS and, as necessary, information related to MDQ ramp-ups that is permitted by Section 2(c) of Rate Schedule FTS. In lieu of inserting here, MDQ information may be inserted on an exhibit.]

Term: This Agreement shall be effective beginning _____ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall continue in full force and effect _____ [insert "through" or "for a primary term of"] _____ [insert end date of Agreement or length of primary term]. [Tariff-based Evergreen/Rollover provisions may be included herein or on an Exhibit.]

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Gulf Crossing is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement: [Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only terms and conditions specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Gulf Crossing Pipeline Company LLC	Signature: _____	Date: _____
	Name: _____	Title: _____
[CustomerName]	Signature: _____	Date: _____
	Name: _____	Title: _____

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-001

Substitute First Revised Sheet No. 1401 Substitute First Revised Sheet No. 1401
Superseding: Original Sheet No. 1401

EXHIBIT A

Primary Point Pairs(s)

[Identify Primary Point Pair(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Receipt SLN, Delivery Point Name, Delivery SLN, and MDQ. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Primary Point Pair(s); and/or (ii) terms and conditions related to the Primary Point Pair(s) that are specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-001

Substitute First Revised Sheet No. 1402 Substitute First Revised Sheet No. 1402
Superseding: Original Sheet No. 1402

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule ITS
Contract No. _____
Dated: _____

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

This Agreement is entered into by and between Gulf Crossing Pipeline Company LLC ("Gulf Crossing") and [CustomerName] ("Customer"). [If this Agreement supersedes a previous agreement, the following may be inserted here: This Agreement supersedes and replaces in its entirety that certain _____ [insert type of agreement] by and between _____ and _____, dated _____ (Contract/Agreement No.: _____).]

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Gulf Crossing FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Gulf Crossing's then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Point(s): Customer may utilize receipt and delivery points as provided for in the Rate Schedule.

Term: This Agreement shall be effective beginning _____ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall remain in effect for a term of five years or until terminated by Gulf Crossing or Customer upon at least thirty (30) days prior written notice.

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Gulf Crossing is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement: [Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only terms and conditions specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Gulf Crossing Pipeline Company LLC	Signature: _____	Date: _____
	Name: _____	Title: _____
[CustomerName]	Signature: _____	Date: _____
	Name: _____	Title: _____

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-001

Substitute First Revised Sheet No. 1403 Substitute First Revised Sheet No. 1403
Superseding: Original Sheet No. 1403

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Rate Schedule PS
Contract No. _____
Dated: _____

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

This Agreement is entered into by and between Gulf Crossing Pipeline Company LLC ("Gulf Crossing") and [CustomerName] ("Customer"). [If this Agreement supersedes a previous agreement, the following may be inserted here: This Agreement supersedes and replaces in its entirety that certain _____ [insert type of agreement] by and between _____ and _____, dated _____ (Contract/Agreement No.: _____).]

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Gulf Crossing FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Gulf Crossing's then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Point(s): Customer may utilize receipt and delivery points as provided for in the Rate Schedule.

Term: This Agreement shall be effective beginning _____ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and shall remain in effect for a term of five years or until terminated by Gulf Crossing or Customer upon at least thirty (30) days prior written notice.

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Gulf Crossing is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement: [Exhibit Descriptions may be inserted here, as necessary. Exhibit(s) will include headings and details needed to describe contractual terms. Such Exhibit(s) may include only terms and conditions specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Gulf Crossing Pipeline Company LLC	Signature: _____	Date: _____
	Name: _____	Title: _____
[CustomerName]	Signature: _____	Date: _____
	Name: _____	Title: _____

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-001

Substitute First Revised Sheet No. 1404 Substitute First Revised Sheet No. 1404
Superseding: Original Sheet No. 1404

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:
Rate Schedule FTS

Agreement/Contract No. _____

Dated: _____

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]
[CustomerName]
[Address]

Re: Discounted Rates Letter Agreement to
FTS Service Agreement No. _____ between
GULF CROSSING PIPELINE COMPANY LLC and
[CUSTOMERNAME]
dated _____

Dear _____:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced Firm Transportation Service Agreement ("Contract") between Gulf Crossing Pipeline Company LLC ("GULF CROSSING") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with GULF CROSSING's FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. GULF CROSSING shall provide primary firm service under the Agreement from Receipt Point(s) to the Delivery Point(s) listed in the attached Exhibit A ("Primary Point Pairs"). The rates charged for this service also shall be set forth in Exhibit A.

(a) The maximum daily quantity ("MDQ") for this Agreement shall be:

[Insert MDQ(s) as permitted by Section 2 of Rate Schedule FTS and, as necessary, information related to capacity ramp-ups that is permitted by Section 2(c) of Rate Schedule FTS. In lieu of inserting here, MDQ information may be inserted on an exhibit.]

(b) In addition to the rate(s) set forth in Exhibit A, GULF CROSSING shall charge and Customer shall pay all other applicable charges GULF CROSSING is authorized to charge pursuant to its Tariff.

(c) Customer shall also provide through retainage the maximum applicable fuel that GULF CROSSING is authorized to charge/collect under its Tariff for the volumes actually transported.

[(d) If a specific requirement as set forth in the Tariff is the basis of the discount, then it will be inserted here, including the basis of any calculations contemplated by the Tariff.]

2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Point Pair(s) specifically listed on Exhibit A, up to Customer's MDQ. The rates associated with the Primary Point(s) listed in Exhibit B are applicable only if Customer elects to add such Primary Point(s) to Exhibit A, pursuant to the requirements of the Tariff and prior to nomination. The rates in Exhibit C are applicable only for transportation service utilizing the eligible secondary point(s) specifically listed on Exhibit C. If Customer utilizes any other receipt of delivery point, then the applicable maximum rate(s), including all other applicable charges Gulf Crossing is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibits A, B and/or C in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service.

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-001

Substitute First Revised Sheet No. 1405 Substitute First Revised Sheet No. 1405
Superseding: Original Sheet No. 1405

3. This Agreement will be effective _____ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and will continue in full force and effect _____ [insert "through" or "for a primary term of"] _____ [insert end date of Agreement or length of primary term].

[Upon _____ written notice prior to the end of the Initial Term of the Firm Transportation Agreement, this Agreement shall continue as specified in such notice for an additional term of _____ at the applicable rates set forth on the Exhibit(s).]

[To the extent a Contractual Right-of-First Refusal is agreed to, the following language shall be inserted, as well as any specific terms and conditions related to the contractual right of first refusal that are permitted by Section 10 of the General Terms and Conditions of the Tariff: At the end of this Agreement, Customer shall be granted a contractual right-of-first refusal to be exercised in accordance with GULF CROSSING's Tariff.]

[To the extent a evergreen provision is agreed to, the parties shall mutually agree upon a notice period, and the following language shall be inserted: Upon _____ written notice, this Agreement shall continue _____ [insert "through" or "for a term of"] _____ [insert end date of evergreen or length of evergreen term]. Customer shall specify in such notice the path pairs and MDQ associated with the evergreen term extension.]

4. All rates and services described in this Agreement are subject to the terms and conditions of GULF CROSSING's Tariff. GULF CROSSING shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. GULF CROSSING shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in GULF CROSSING's Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[If this Agreement supersedes a previous agreement, the following may be inserted here:

8. This Agreement supersedes and replaces in its entirety that certain _____ [insert type of agreement] by and between _____ and _____, dated _____ (Contract/Agreement No: _____).]

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to GULF CROSSING.

Very Truly Yours,

GULF CROSSING PIPELINE COMPANY LLC

By:

Name:

Title:

Date:

ACCEPTED AND AGREED TO this _____ Day of _____, XXXX.

[CUSTOMERNAME]

By:

Name:

Title:

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-001

Substitute First Revised Sheet No. 1406 Substitute First Revised Sheet No. 1406
Superseding: Original Sheet No. 1406

EXHIBIT A

Primary Point Pair(s)

[Identify Primary Point Pair(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Receipt SLN, Delivery Point Name, Delivery SLN, MDQ, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Primary Point Pair(s); and/or (ii) terms and conditions related to the Primary Point Pair(s) that are specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-001

Substitute First Revised Sheet No. 1407 Substitute First Revised Sheet No. 1407
Superseding: Original Sheet No. 1407

EXHIBIT B
Eligible Primary Receipt Point(s)

[Identify Eligible Primary Receipt Point(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Receipt SLN, MDQ, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Eligible Primary Receipt Point(s); and/or (ii) terms and conditions related to the Eligible Primary Receipt point(s) that are specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

Eligible Primary Delivery Point(s)

[Identify Eligible Primary Delivery Point(s) covered by the Agreement, which may include but need not be limited to Delivery Point Name, Delivery SLN, MDQ, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Eligible Primary Delivery Point(s); and/or (ii) terms and conditions related to the Eligible Primary Delivery Point(s) that are specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-001

Substitute First Revised Sheet No. 1408 Substitute First Revised Sheet No. 1408
Superseding: Original Sheet No. 1408

EXHIBIT C

Eligible Secondary Receipt Point(s)

[Identify Eligible Secondary Receipt Point(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Receipt SLN, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Eligible Secondary Receipt Point(s); and/or (ii) terms and conditions related to the Eligible Secondary Receipt Point(s) that are specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

Eligible Secondary Delivery Point(s)

[Identify Eligible Secondary Delivery Point(s) covered by the Agreement, which may include but need not be limited to Delivery Point Name, Delivery SLN, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Eligible Secondary Delivery Point(s); and/or (ii) terms and conditions related to the Eligible Secondary Delivery Point(s) that are specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-000

First Revised Sheet No. 1409 First Revised Sheet No. 1409
Superseding: Original Sheet No. 1409

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:
Rate Schedule ITS

Agreement/Contract No. _____
Dated: _____

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]
[CustomerName]
[Address]

Re: Discounted Rates Letter Agreement to
ITS Service Agreement No. _____ between
GULF CROSSING PIPELINE COMPANY LLC and
[CUSTOMERNAME]
dated _____

Dear :

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced Interruptible Transportation Service Agreement ("Contract") between Gulf Crossing Pipeline Company LLC ("GULF CROSSING") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with GULF CROSSING's FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. GULF CROSSING shall provide service under the Agreement from Receipt Point(s) to the Delivery Point(s) listed in the attached Exhibit A. Customer shall pay the transportation rate(s) per Dth as indicated in Exhibit A.

(a) In addition to the rate(s) set forth in Exhibit A, GULF CROSSING shall charge and Customer shall pay all other applicable charges GULF CROSSING is authorized to charge pursuant to its Tariff.

(b) Customer shall also pay for or provide through retainage the maximum applicable fuel that GULF CROSSING is authorized to charge/collect under its Tariff for the volumes actually transported.

[(c) If a specific requirement as set forth in the Tariff is the basis of the discount, then it will be inserted here, including the basis of any calculations contemplated by the Tariff.]

2. The rates in Exhibit A are applicable only for transportation service utilizing the Point Pair(s) specifically listed on Exhibit A, up to Customer's MDQ. If Customer utilizes any other transportation service, then the applicable maximum rate(s), including all other applicable charges GULF CROSSING is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibit A in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service.

3. This Agreement will be effective _____ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and will continue in full force and effect _____ [insert "through" or "for a primary term of"] _____ [insert end date of Agreement or length of primary term].

4. All rates and services described in this Agreement are subject to the terms and conditions of GULF CROSSING's Tariff. GULF CROSSING shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. GULF CROSSING shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in GULF CROSSING's Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-000

First Revised Sheet No. 1410 First Revised Sheet No. 1410
Superseding: Original Sheet No. 1410

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[If this Agreement supersedes a previous agreement, the following may be inserted here: 8. This Agreement supersedes and replaces in its entirety that certain _____ [insert type of agreement] by and between _____ and _____, dated _____ (Contract/Agreement No: _____).]

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to GULF CROSSING.

Very Truly Yours,

GULF CROSSING PIPELINE COMPANY LLC

By:
Name:
Title:
Date:

ACCEPTED AND AGREED TO this _____ Day of _____, XXXX.

[CUSTOMERNAME]

By:
Name:
Title:

Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP09-552-001

Substitute First Revised Sheet No. 1411 Substitute First Revised Sheet No. 1411

Superseding: Original Sheet No. 1411

EXHIBIT A

Point Pair(s)

[Identify Point Pair(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Receipt SLN, Delivery Point Name, Delivery SLN, Volume, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Point Pairs(s); and/or (ii) terms and conditions related to the Point Pair(s) that are specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

Effective Date: 12/01/2009 Status: Effective

FERC Docket: RP09-552-000

Sheet No. 1412 Sheet No. 1412

Superseding: Original Sheet No. 1412

Original Sheet No. 1412 is hereby cancelled, and reserved for future use.

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-001

Substitute First Revised Sheet No. 1413 Substitute First Revised Sheet No. 1413
Superseding: Original Sheet No. 1413

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:
Rate Schedule FTS

Agreement/Contract No. _____
Dated: _____

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

[Date]

[Contact Name]
[CustomerName]
[Address]

Re: Negotiated Rates Letter Agreement to
FTS Service Agreement No. _____ Between
GULF CROSSING PIPELINE COMPANY LLC and
[CUSTOMERNAME]
dated _____

Dear :

This Negotiated Rate Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced service agreement ("Contract") between Gulf Crossing Pipeline Company LLC ("GULF CROSSING") and [CustomerName] ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with GULF CROSSING's FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. GULF CROSSING shall provide primary firm service under the Agreement from Receipt Point(s) to the Delivery Point(s) ("Primary Point Pairs") listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A.

(a) The maximum daily quantity ("MDQ") for this Agreement shall be:

[Insert MDQ(s) as permitted by section 2 of Rate Schedule FTS and, as necessary, information related to capacity ramp-ups that is permitted by Section 2(c) of Rate Schedule FTS. In lieu of inserting here, MDQ information may be inserted on an exhibit.]

(b) The negotiated rate(s) for each combination of Primary Points is reflected on Exhibit A. In addition to the rate(s) set forth in Exhibit A, GULF CROSSING shall charge and Customer shall pay all other applicable charges GULF CROSSING is authorized to charge pursuant to its Tariff.

[The following section 5 waiver provision shall be inserted only for shippers that agree to the language as part of this Agreement: (c) In consideration of the negotiated rate described above, during the term of this Agreement, Customer will not file, initiate, or support any action filed pursuant to Section 5 of the Natural Gas Act against Gulf Crossing that would have the effect of reducing the specific rate(s) agreed to under this Agreement.]

2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Point Pair(s) specifically listed on Exhibit A. The rates associated with the Primary Point(s) listed in Exhibit B are applicable only if customer elects to add such Primary Point(s) to Exhibit A, pursuant to the requirements of the Tariff and prior to nomination. The rates in Exhibit C are applicable only for transportation service utilizing the eligible secondary point(s) specifically listed on Exhibit C. If Customer utilizes any other receipt of delivery point, then the applicable maximum rate(s), including all other applicable charges GULF CROSSING is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibits A, B and/or C in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service.

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-001

Substitute First Revised Sheet No. 1414 Substitute First Revised Sheet No. 1414
Superseding: Original Sheet No. 1414

3. This Agreement will be effective _____ [insert commencement date, which may be drafted to take into consideration the uncertainties of construction] and will continue in full force and effect _____ [insert "through" or "for a primary term of"] _____ [insert end date of Agreement or length of primary term].

[Upon _____ written notice prior to the end of the Initial Term of the Firm Transportation Agreement, this Agreement shall continue as specified in such notice for an additional term of _____ at the applicable rates set forth in the Exhibit(s).]

[To the extent a Contractual Right-of-First Refusal is agreed to, the following language shall be inserted, as well as any specific terms and conditions related to the contractual right of first refusal that are permitted by Section 10 of the General Terms and Conditions of the Tariff: At the end of this Agreement, Customer shall be granted a contractual right-of-first refusal to be exercised in accordance with GULF CROSSING's Tariff.]

4. The rates set forth in this Agreement shall stay in effect for the term of this Agreement without regard to any changes that may occur to GULF CROSSING's maximum/minimum rates, fuel charges, or surcharges other than ACA. GULF CROSSING shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in GULF CROSSING's Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. This AGREEMENT shall be governed by and construed under the laws of the State of Texas, excluding any provision which would direct the application of the laws of another jurisdiction.

[If this Agreement supersedes a previous agreement, the following may be inserted here:

8. This Agreement supersedes and replaces in its entirety that certain _____ [insert type of agreement] by and between _____ and _____, dated _____ (Contract/Agreement No: _____).

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to GULF CROSSING.

Very Truly Yours,

GULF CROSSING PIPELINE COMPANY LLC

By:
Name:
Title:
Date:

ACCEPTED AND AGREED TO this _____ Day of _____, XXXX.

[CUSTOMERNAME]

By:
Name:
Title:

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-001

Substitute First Revised Sheet No. 1415 Substitute First Revised Sheet No. 1415
Superseding: Original Sheet No. 1415

EXHIBIT A

Primary Point Pair(s)

[Identify Primary Point Pair(s) covered by the Agreement, which may include but need not be limited to Receipt Point Name, Receipt SLN, Delivery Point Name, Delivery SLN, MDQ, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Primary Point Pair(s); and/or (ii) terms and conditions related to the Primary Point Pair(s) that are specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

Effective Date: 12/01/2009 Status: Effective
FERC Docket: RP09-552-001

Substitute First Revised Sheet No. 1416 Substitute First Revised Sheet No. 1416
Superseding: Original Sheet No. 1416

EXHIBIT B
Eligible Primary Receipt Points

[Identify Eligible Primary Receipt Point(s) covered by the Agreement, which may include but need not be limited to Receipt Point(s), Receipt SLN, MDQ, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Eligible Primary Receipt point(s); and/or (ii) terms and conditions related to the Eligible Primary Receipt Point(s) that are specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

Eligible Primary Delivery Points

[Identify Eligible Primary Delivery Point(s) covered by the Agreement, which may include but need not be limited to Delivery Point(s), Delivery SLN, MDQ, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Eligible Primary Delivery Point(s); and/or (ii) terms and conditions related to the Eligible Primary Delivery Point(s) that are specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

EXHIBIT C

Eligible Secondary Receipt Points

[Identify Eligible Secondary Receipt Point(s) covered by the Agreement, which may include but need not be limited to Receipt Point(s), Receipt SLN, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Eligible Secondary Receipt Point(s); and/or (ii) terms and conditions related to the Eligible Secondary Receipt Point(s) that are specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

Eligible Secondary Delivery Points

[Identify Eligible Secondary Delivery Point(s) covered by the Agreement, which may include but need not be limited to Delivery Point(s), Delivery SLN, and Charges. Any additional information included herein shall be limited exclusively to (i) information used for the purpose of identifying the Eligible Secondary Delivery Point(s); and/or (ii) terms and conditions related to the Eligible Secondary Delivery Point(s) that are specifically permitted by a provision identified in Section 21.10 of the General Terms and Conditions of the Tariff.]

