

Table of Contents

Original Sheet No. 0	6
Original Sheet No. 1	7
First Revised Sheet No. 2	8
Original Sheet No. 3	9
First Revised Sheet No. 4	10
Sheet Nos. 5 - 99	11
Third Revised Sheet No. 100	12
Seventh Revised Sheet No. 100	13
Eighth Revised Sheet No. 100	14
Third Revised Sheet No. 101	15
Sixth Revised Sheet No. 101	16
Seventh Revised Sheet No. 101	17
Third Revised Sheet No. 102	18
Sixth Revised Sheet No. 102	19
Seventh Revised Sheet No. 102	20
Sheet Nos. 103 - 199	21
Original Sheet No. 200	22
First Revised Sheet No. 201	23
Second Revised Sheet No. 201	24
First Revised Sheet No. 202	25
Second Revised Sheet No. 203	26
Original Sheet No. 204	27
First Revised Sheet No. 204	28
Sheet No. 205	29
First Revised Sheet No. 205	30
Original Sheet No. 206	31
First Revised Sheet No. 207	32
Second Revised Sheet No. 208	33
Original Sheet No. 209	34
Original Sheet No. 210	35
Original Sheet No. 211	36
Original Sheet No. 212	37
Original Sheet No. 213	38
Original Sheet No. 214	39
First Revised Sheet No. 215	40
First Revised Sheet No. 216	41
Original Sheet No. 217	42
Second Revised Sheet No. 218	43
Original Sheet No. 219	44
Original Sheet No. 220	45
Original Sheet No. 221	46
Original Sheet No. 222	47
Second Revised Sheet No. 223	48
Second Revised Sheet No. 224	49
Original Sheet No. 225	50

Original Sheet No. 226	51
Sheet Nos. 227 - 299	52
Original Sheet No. 300	53
Original Sheet No. 301	54
Second Revised Sheet No. 302	55
Second Revised Sheet No. 303	56
Second Revised Sheet No. 304	57
Original Sheet No. 305	58
First Revised Sheet No. 306	59
Third Revised Sheet No. 306	60
Original Sheet No. 307	61
First Revised Sheet No. 307	62
Sheet Nos. 308 - 309	63
Original Sheet No. 310	64
Original Sheet No. 311	65
Original Sheet No. 312	66
Original Sheet No. 313	67
Original Sheet No. 314	68
Original Sheet No. 315	69
Original Sheet No. 316	70
Original Sheet No. 317	71
Original Sheet No. 318	72
Original Sheet No. 319	73
Original Sheet No. 320	74
Original Sheet No. 321	75
Original Sheet No. 322	76
First Revised Sheet No. 323	77
Original Sheet No. 324	78
Original Sheet No. 325	79
Original Sheet No. 326	80
Original Sheet No. 327	81
Original Sheet No. 328	82
Original Sheet No. 329	83
Original Sheet No. 330	84
Original Sheet No. 331	85
Original Sheet No. 332	86
Original Sheet No. 333	87
Original Sheet No. 334	88
Original Sheet No. 335	89
Original Sheet No. 336	90
Original Sheet No. 337	91
First Revised Sheet No. 338	92
Original Sheet No. 339	93
First Revised Sheet No. 340	94
Original Sheet No. 341	95
Original Sheet No. 342	96

Substitute First Revised Sheet No. 343	97
Substitute Original Sheet No. 343A	98
Substitute First Revised Sheet No. 344	99
Substitute First Revised Sheet No. 345	100
Substitute Original Sheet No. 345A	101
First Revised Sheet No. 346	102
First Revised Sheet No. 347	103
First Revised Sheet No. 348	104
Substitute First Revised Sheet No. 349	105
Substitute First Revised Sheet No. 350	106
Original Sheet No. 351	107
Original Sheet No. 352	108
Original Sheet No. 353	109
Substitute First Revised Sheet No. 354	110
Substitute First Revised Sheet No. 355	111
Original Sheet No. 356	112
Substitute First Revised Sheet No. 357	113
Substitute First Revised Sheet No. 358	114
Original Sheet No. 359	115
First Revised Sheet No. 360	116
First Revised Sheet No. 361	117
Original Sheet No. 362	118
Original Sheet No. 363	119
Original Sheet No. 364	120
Original Sheet No. 365	121
Original Sheet No. 366	122
Original Sheet No. 367	123
Original Sheet No. 368	124
Original Sheet No. 369	125
Original Sheet No. 370	126
Original Sheet No. 371	127
Original Sheet No. 372	128
Original Sheet No. 373	129
Original Sheet No. 374	130
Original Sheet No. 375	131
Original Sheet No. 376	132
Original Sheet No. 377	133
Original Sheet No. 378	134
Original Sheet No. 379	135
Original Sheet No. 380	136
Original Sheet No. 381	137
Original Sheet No. 382	138
Original Sheet No. 383	139
Original Sheet No. 384	140
Substitute First Revised Sheet No. 385	141
Sheet Nos. 386 - 499	142

First Revised Sheet No. 500	143
First Revised Sheet No. 501	144
First Revised Sheet No. 502	145
First Revised Sheet No. 503	146
First Revised Sheet No. 504	147
Original Sheet No. 505	148
First Revised Sheet No. 506	149
First Revised Sheet No. 507	150
First Revised Sheet No. 508	151
Original Sheet No. 509	152
First Revised Sheet No. 510	153
First Revised Sheet No. 511	154
Sheet No. 512	155
First Revised Sheet No. 513	156
Original Sheet No. 514	157
First Revised Sheet No. 515	158
First Revised Sheet No. 516	159
First Revised Sheet No. 517	160
Original Sheet No. 518	161
First Revised Sheet No. 519	162
First Revised Sheet No. 520	163
Sheet No. 521	164
First Revised Sheet No. 522	165
Original Sheet No. 523	166
Original Sheet No. 524	167
Original Sheet No. 525	168
Second Revised Sheet No. 526	169
Sheet No. 527	170
Original Sheet No. 528	171
Original Sheet No. 529	172
First Revised Sheet No. 530	173
Original Sheet No. 531	174
Second Revised Sheet No. 532	175
First Revised Sheet No. 533	176
Original Sheet No. 534	177
Original Sheet No. 535	178
Second Revised Sheet No. 536	179
First Revised Sheet No. 537	180
First Revised Sheet No. 538	181
Sheet No. 539	182
First Revised Sheet No. 540	183
First Revised Sheet No. 541	184
First Revised Sheet No. 542	185
First Revised Sheet No. 543	186
First Revised Sheet No. 544	187
First Revised Sheet No. 545	188

First Revised Sheet No. 546	189
Original Sheet No. 547	190
First Revised Sheet No. 548	191
Original Sheet No. 549	192
Original Sheet No. 550	193
Sheet No. 551	194
Original Sheet No. 552	195
Original Sheet No. 553	196
First Revised Sheet No. 554	197
Original Sheet No. 555	198
Sheet Nos. 556 - 559	199
First Revised Sheet No. 560	200
Original Sheet No. 561	201
First Revised Sheet No. 562	202
Original Sheet No. 563	203
Original Sheet No. 564	204
First Revised Sheet No. 565	205
First Revised Sheet No. 566	206
Sheet Nos. 567 - 570	207
Original Sheet No. 571	208
Original Sheet No. 572	209
Original Sheet No. 573	210
Original Sheet No. 574	211
Original Sheet No. 575	212
Original Sheet No. 576	213
First Revised Sheet No. 577	214
First Revised Sheet No. 578	215
First Revised Sheet No. 579	216
Original Sheet No. 580	217
Original Sheet No. 581	218
Original Sheet No. 582	219
Original Sheet No. 583	220
Original Sheet No. 584	221
Original Sheet No. 585	222
Original Sheet No. 586	223
Sheet Nos. 587 - 649	224
Original Sheet No. 650	225
Original Sheet No. 651	226
Original Sheet No. 652	227
Original Sheet No. 653	228

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FERC Docket: RP06-449-000

Original Sheet No. 0 Portland Natural Gas Transmission System: Second Revised Volume No. 1
Original Sheet No. 0 : Effective

FERC GAS TARIFF

Second Revised Volume No. 1
(Supersedes Original Volume No. 1)

PORTLAND NATURAL GAS TRANSMISSION SYSTEM

Filed With The
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should Be Addressed To:

Portland Natural Gas Transmission System, L.P.
One Harbour Place
Portsmouth, New Hampshire 03801

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 1 Original Sheet No. 1 : Effective

TABLE OF CONTENTS

Description	Sheet No.
Preliminary Statement	3
System Map	4
Rates	100
Rate Schedules	
FT - Firm Transportation Service	200
IT - Interruptible Service	205
PAL - Park and Loan Service	208
FT-FLEX - Limited Firm Transportation Service	214
HRS - Hourly Reserve Service	219
General Terms and Conditions - Table of Contents	300
Introductory Statement	301
Definitions	301
Requests for Service/Credit Evaluation	310
General Service Conditions	317
Quality of Gas	318
Measurement of Gas and Measurement Equipment	320
Nominations and Scheduling	323
Balancing and Penalties	332
Receipt Points and Delivery Points	340
Service Interruptions and Priorities	341
Capacity Release	343
Segmented Capacity	362
Pregranted Abandonment and Right of First Refusal	363
Interactive Internet Website	365
Lateral Facilities Policy	368
Billings and Payments	369
Cost Reimbursements	372
ACA Charge	374
Warranty of Title and Possession of Gas	375
Indemnity	377
Liability and Remedies	378
Supervening Laws and Changes by the Transporter	381
Marketing Affiliate Rule	382
Miscellaneous	383
Compliance with WGQ Standards	385

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First Revised Sheet No. 2 First Revised Sheet No. 2

Superseding: Original Sheet No. 2

Pro Forma Contracts - Table of Contents	500
Firm Transportation Service	501
Interruptible Service	513
Master Capacity Release Agreement	522
Master Gas Transportation Contract with Replacement Shipper	528
Operational Balancing Agreement	540
Park and Loan Service Contract	546
Request for Service	552
FT-Flex Limited Firm Transportation Service	560
Hourly Reserve Service	571
Negotiated Rates	650
List of Non-Conforming Service Agreements	651

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 3 Original Sheet No. 3 : Effective

PRELIMINARY STATEMENT

Portland Natural Gas Transmission System ("Transporter"), a Partnership formed under the laws of the State of Maine, is a natural gas company engaged in the business of transporting on its System natural gas owned by Shippers. Transporter's System extends in a southeasterly direction from a point on the international border between the United States and Canada near Pittsburg, New Hampshire, where Transporter's facilities interconnect with those of TransCanada PipeLines Limited, through the States of New Hampshire, Vermont, and Maine to an interconnection with the facilities of Tennessee Gas Pipeline Company near Dracut, Massachusetts. Transporter shall transport natural gas for shippers only pursuant to written contracts, in the form of agreements contained herein, and pursuant to authorization granted by the Federal Energy Regulatory Commission. Transporter is not a common carrier.

Effective Date: 01/12/2007 Status: Effective

FERC Docket: RP07-106-000

First Revised Sheet No. 4 First Revised Sheet No. 4 : Effective
Superseding: Original Sheet No. 4

First Revised Sheet No. 4 (Map)
is not required to be filed in electronic format

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Sheet Nos. 5 - 99 Sheet Nos. 5 - 99 : Effective

ORIGINAL SHEET NOS. 5-99
HAVE NOT BEEN ISSUED, BUT HAVE
BEEN RESERVED FOR FUTURE USE

Effective Date: 09/01/2008 Status: Suspended
 FERC Docket: RP08-306-000

Third Revised Sheet No. 100 Third Revised Sheet No. 100 : Suspended
 Superseding: Second Revised Sheet No. 100
 Statement of Transportation Rates
 (Rates per DTH)

Rate Schedule	Rate Component	Base Rate	ACA Unit Charge 1/	Current Rate
FT	Recourse Reservation Rate			
	-- Maximum	\$27.4017	-----	\$27.4017
	-- Minimum	\$00.0000	-----	\$00.0000
	Seasonal Recourse Reservation Rate			
	-- Maximum	\$52.0632	-----	\$52.0632
	-- Minimum	\$00.0000	-----	\$00.0000
	Short Term Recourse Reservation Rate			
	-- Maximum	\$68.5042	-----	\$68.5042
	-- Minimum	\$00.0000	-----	\$00.0000
	Recourse Usage Rate			
-- Maximum	\$00.0000	\$00.0019	\$00.0019	
-- Minimum	\$00.0000	\$00.0019	\$00.0019	
FT-FLEX	Recourse Reservation Rate			
	--Maximum	\$18.3920	-----	\$18.3920
	--Minimum	\$00.0000	-----	\$00.0000
	Recourse Usage Rate			
	--Maximum	\$00.2962	\$00.0019	\$00.2981
	--Minimum	\$00.0000	\$00.0019	\$00.0019
IT	Recourse Usage Rate			
	-- Maximum	\$02.2522	\$00.0019	\$02.2541
	-- Minimum	\$00.0000	\$00.0019	\$00.0019

The following adjustment applies to all Rate Schedules above:

MEASUREMENT VARIANCE:

Minimum down to -1.00%
 Maximum up to +1.00%

1/ ACA assessed where applicable under Section 154.402 of the Commission's regulations and will be charged pursuant to Section 17 of the General Terms and Conditions at such time that initial and successive ACA assessments are made.

Effective Date: 10/01/2009 Status: Effective
 FERC Docket: RP09-1022-000

Seventh Revised Sheet No. 100 Seventh Revised Sheet No. 100
 Superseding: Sixth Revised Sheet No. 100

Statement of Transportation Rates
 (Rates per DTH)

Rate Schedule	Rate Component	Base Rate	ACA Unit Charge 1/	Current Rate
FT	Recourse Reservation Rate			
	-- Maximum	\$27.4017	-----	\$27.4017
	-- Minimum	\$00.0000	-----	\$00.0000
	Seasonal Recourse Reservation Rate			
	-- Maximum	\$52.0632	-----	\$52.0632
	-- Minimum	\$00.0000	-----	\$00.0000
FT-FLEX	Recourse Usage Rate			
	-- Maximum	\$00.0000	\$00.0019	\$00.0019
	-- Minimum	\$00.0000	\$00.0019	\$00.0019
	Recourse Reservation Rate			
--Maximum	\$18.3920	-----	\$18.3920	
--Minimum	\$00.0000	-----	\$00.0000	
FT-FLEX	Recourse Usage Rate			
	--Maximum	\$00.2962	\$00.0019	\$00.2981
	--Minimum	\$00.0000	\$00.0019	\$00.0019

The following adjustment applies to all Rate Schedules above:

MEASUREMENT VARIANCE:

Minimum down to -1.00%
 Maximum up to +1.00%

1/ ACA assessed where applicable under Section 154.402 of the Commission's regulations and will be charged pursuant to Section 17 of the General Terms and Conditions at such time that initial and successive ACA assessments are made.

Effective Date: 12/01/2010 Status: Suspended
 FERC Docket: RP10-729-000

Eighth Revised Sheet No. 100 Eighth Revised Sheet No. 100
 Superseding: Seventh Revised Sheet No. 100

Statement of Transportation Rates
 (Rates per DTH)

Rate Schedule	Rate Component	Base Rate	ACA Unit Charge 1/	Current Rate
FT	Recourse Reservation Rate			
	-- Maximum	\$40.2456	-----	\$40.2456
	-- Minimum	\$00.0000	-----	\$00.0000
	Seasonal Recourse Reservation Rate			
	-- Maximum	\$76.4666	-----	\$76.4666
	-- Minimum	\$00.0000	-----	\$00.0000
FT-FLEX	Recourse Usage Rate			
	-- Maximum	\$00.0000	\$00.0019	\$00.0019
	-- Minimum	\$00.0000	\$00.0019	\$00.0019
	Recourse Reservation Rate			
--Maximum	\$27.0128	-----	\$27.0128	
--Minimum	\$00.0000	-----	\$00.0000	
FT-FLEX	Recourse Usage Rate			
	--Maximum	\$00.4350	\$00.0019	\$00.4369
	--Minimum	\$00.0000	\$00.0019	\$00.0019

The following adjustment applies to all Rate Schedules above:

MEASUREMENT VARIANCE:

Minimum down to -1.00%
 Maximum up to +1.00%

1/ ACA assessed where applicable under Section 154.402 of the Commission's regulations and will be charged pursuant to Section 17 of the General Terms and Conditions at such time that initial and successive ACA assessments are made.

Effective Date: 09/01/2008 Status: Suspended
FERC Docket: RP08-306-000

Third Revised Sheet No. 101 Third Revised Sheet No. 101 : Suspended
Superseding: Second Revised Sheet No. 101

Statement of Transportation Rates
(Rates per DTH)

Rate Schedule	Rate Component	Base Rate	ACA Unit Charge 1/	Current Rate
PAL	Usage Rate			
	-- Maximum	\$02.2522	\$00.0019	\$02.2541
	-- Minimum	\$00.0000	\$00.0019	\$00.0019

1/ ACA assessed where applicable under Section 154.402 of the Commission's regulations and will be charged pursuant to Section 17 of the General Terms and Conditions at such time that initial and successive ACA assessments are made.

Effective Date: 10/01/2009 Status: Effective
 FERC Docket: RP09-1022-000

Sixth Revised Sheet No. 101 Sixth Revised Sheet No. 101
 Superseding: Fifth Revised Sheet No. 101

Statement of Transportation Rates
 (Rates per DTH)

Rate Schedule	Rate Component	Base Rate	ACA Unit Charge 1/	Current Rate
FT	Short Term Recourse Reservation Rate			
	-- Maximum	See Table 1 Below		
	-- Minimum	\$00.0000	-----	\$00.0000
	Recourse Usage Rate			
-- Maximum	\$00.0000	\$00.0019	\$00.0019	\$00.0019
-- Minimum	\$00.0000	\$00.0019	\$00.0019	\$00.0019
IT	Recourse Usage Rate			
	-- Maximum	See Table 1 Below		
	-- Minimum	\$00.0000	\$00.0019	\$00.0019
PAL	Usage Rate			
	-- Maximum	See Table 1 Below		
	-- Minimum	\$00.0000	\$00.0019	\$00.0019

-- Table 1 --

The following maximum rates apply (by month, as applicable) to all service provided pursuant to: (a) Short Term FT service under Rate Schedule FT (i.e., firm service that has a term of less than one year); (b) IT Service under Rate Schedule IT; and (c) Park and Loan Service under Rate Schedule PAL.

Month	Rate Multiplier	Maximum Base Unit Rate 1/ (\$/Dth/day)	ACA Unit Charge 2/	Current Rate
January	150%	\$1.3513	\$0.0019	\$1.3532
February	150%	\$1.3513	\$0.0019	\$1.3532
March	60%	\$0.5405	\$0.0019	\$0.5424
April	60%	\$0.5405	\$0.0019	\$0.5424
May	60%	\$0.5405	\$0.0019	\$0.5424
June	100%	\$0.9009	\$0.0019	\$0.9028
July	100%	\$0.9009	\$0.0019	\$0.9028
August	100%	\$0.9009	\$0.0019	\$0.9028
September	60%	\$0.5405	\$0.0019	\$0.5424
October	60%	\$0.5405	\$0.0019	\$0.5424
November	150%	\$1.3513	\$0.0019	\$1.3532
December	150%	\$1.3513	\$0.0019	\$1.3532

1/ The Maximum Base Unit Rate is stated in \$/Dth/Day. For Short Term FT Service contracts with terms of one month or greater, the maximum Short Term Recourse Reservation Rate shall be calculated as 30.4167 x the Maximum Base Unit Rate for each applicable month.

2/ ACA assessed where applicable under Section 154.402 of the Commission's regulations and will be charged pursuant to Section 17 of the General Terms and Conditions at such time that initial and successive ACA assessments are made.

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Seventh Revised Sheet No. 101 Seventh Revised Sheet No. 101
 Superseding: Sixth Revised Sheet No. 101

Statement of Transportation Rates
 (Rates per DTH)

Rate Schedule	Rate Component	Base Rate	ACA Unit Charge 1/	Current Rate
FT	Short Term Recourse Reservation Rate			
	-- Maximum	See Table 1 Below		
	-- Minimum	\$00.0000	-----	\$00.0000
	Recourse Usage Rate			
	-- Maximum	\$00.0000	\$00.0019	\$00.0019
	-- Minimum	\$00.0000	\$00.0019	\$00.0019
IT	Recourse Usage Rate			
	-- Maximum	See Table 1 Below		
	-- Minimum	\$00.0000	\$00.0019	\$00.0019
PAL	Usage Rate			
	-- Maximum	See Table 1 Below		
	-- Minimum	\$00.0000	\$00.0019	\$00.0019

-- Table 1 --

The following maximum rates apply (by month, as applicable) to all service provided pursuant to: (a) Short Term FT service under Rate Schedule FT (i.e., firm service that has a term of less than one year); (b) IT Service under Rate Schedule IT; and (c) Park and Loan Service under Rate Schedule PAL.

Month	Rate Multiplier	Maximum Base Unit Rate 1/ (\$/Dth/day)	ACA Unit Charge 2/	Current Rate
January	150%	\$1.9847	\$0.0019	\$1.9866
February	150%	\$1.9847	\$0.0019	\$1.9866
March	60%	\$0.7939	\$0.0019	\$0.7958
April	60%	\$0.7939	\$0.0019	\$0.7958
May	60%	\$0.7939	\$0.0019	\$0.7958
June	100%	\$1.3231	\$0.0019	\$1.3250
July	100%	\$1.3231	\$0.0019	\$1.3250
August	100%	\$1.3231	\$0.0019	\$1.3250
September	60%	\$0.7939	\$0.0019	\$0.7958
October	60%	\$0.7939	\$0.0019	\$0.7958
November	150%	\$1.9847	\$0.0019	\$1.9866
December	150%	\$1.9847	\$0.0019	\$1.9866

1/ The Maximum Base Unit Rate is stated in \$/Dth/Day. For Short Term FT Service contracts with terms of one month or greater, the maximum Short Term Recourse Reservation Rate shall be calculated as 30.4167 x the Maximum Base Unit Rate for each applicable month.

2/ ACA assessed where applicable under Section 154.402 of the Commission's regulations and will be charged pursuant to Section 17 of the General Terms and Conditions at such time that initial and successive ACA assessments are made.

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Third Revised Sheet No. 102 Third Revised Sheet No. 102 : Suspended
 Superseding: Second Revised Sheet No. 102
 Statement of Transportation Rates
 (Rates per DTH)

Rate Schedule	Rate Component	Base Rate	ACA Unit Rate 1/	Current Charge
HRS	Recourse Capacity Reservation Rate			
	Per Dth of MDQ Monthly for all Flow Rates			
	--Maximum Rate	\$13.7008	-----	\$13.7008
	--Minimum Rate	\$00.0000	-----	\$00.0000
	Recourse Deliverability Reservation Rate			
	Per Dth of MDQ Monthly:			
	--Maximum Rates			
	4.16%, 1/24 MDQ Hourly Flow Rate	\$13.7008	-----	\$13.7008
	5.00%, 1/20 MDQ Hourly Flow Rate	\$16.4410	-----	\$16.4410
	6.25%, 1/16 MDQ Hourly Flow Rate	\$20.5513	-----	\$20.5513
	7.14%, 1/14 MDQ Hourly Flow Rate	\$23.4832	-----	\$23.4832
	8.33%, 1/12 MDQ Hourly Flow Rate	\$27.4017	-----	\$27.4017
	--Minimum Rates	\$00.0000	-----	\$00.0000
	Recourse Usage Rate			
	Usage-1			
	--Maximum	\$00.0000	\$00.0019	\$00.0019
	--Minimum	\$00.0000	\$00.0019	\$00.0019
	Usage-2 (Authorized Overrun) 2/			
	--Maximum			
	4.16%, 1/24 MDQ Hourly Flow Rate	\$00.9009	\$00.0019	\$00.9028
	5.00%, 1/20 MDQ Hourly Flow Rate	\$00.9910	\$00.0019	\$00.9929
	6.25%, 1/16 MDQ Hourly Flow Rate	\$01.1261	\$00.0019	\$01.1280
	7.14%, 1/14 MDQ Hourly Flow Rate	\$01.2225	\$00.0019	\$01.2244
	8.33%, 1/12 MDQ Hourly Flow Rate	\$01.3513	\$00.0019	\$01.3532
	--Minimum	\$00.0000	\$00.0019	\$00.0019

The following adjustment applies to all Rate Schedules:

MEASUREMENT VARIANCE:

Minimum down to -1.00%
 Maximum up to +1.00%

1/ ACA assessed where applicable under Section 154.402 of the Commission's regulations and will be charged pursuant to Section 17 of the General Terms and Conditions at such time that initial and successive ACA assessments are made.

2/ Usage-2 (Authorized Overrun) applies to volumes exceeding Shipper's MDQ on any day or MHQ for any hour, but only to the extent such volumes are nominated by Shipper and scheduled by Transporter.

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Sixth Revised Sheet No. 102 Sixth Revised Sheet No. 102
 Superseding: Fourth Revised Sheet No. 102

Statement of Transportation Rates
 (Rates per DTH)

Rate Schedule	Rate Component	Base Rate	ACA Unit Rate 1/	Current Charge
HRS	Recourse Capacity Reservation Rate			
	Per Dth of MDQ Monthly for all Flow Rates			
	--Maximum Rate	\$13.7008	-----	\$13.7008
	--Minimum Rate	\$00.0000	-----	\$00.0000
	Recourse Deliverability Reservation Rate			
	Per Dth of MDQ Monthly:			
	--Maximum Rates			
	4.16%, 1/24 MDQ Hourly Flow Rate	\$13.7008	-----	\$13.7008
	5.00%, 1/20 MDQ Hourly Flow Rate	\$16.4410	-----	\$16.4410
	6.25%, 1/16 MDQ Hourly Flow Rate	\$20.5513	-----	\$20.5513
	7.14%, 1/14 MDQ Hourly Flow Rate	\$23.4832	-----	\$23.4832
	8.33%, 1/12 MDQ Hourly Flow Rate	\$27.4017	-----	\$27.4017
	--Minimum Rates	\$00.0000	-----	\$00.0000
	Recourse Usage Rate			
	Usage-1			
	--Maximum	\$00.0000	\$00.0019	\$00.0019
	--Minimum	\$00.0000	\$00.0019	\$00.0019
	Usage-2 (Authorized Overrun) 2/			
	--Maximum			
	4.16%, 1/24 MDQ Hourly Flow Rate	\$00.9009	\$00.0019	\$00.9028
	5.00%, 1/20 MDQ Hourly Flow Rate	\$00.9910	\$00.0019	\$00.9929
	6.25%, 1/16 MDQ Hourly Flow Rate	\$01.1261	\$00.0019	\$01.1280
	7.14%, 1/14 MDQ Hourly Flow Rate	\$01.2225	\$00.0019	\$01.2244
	8.33%, 1/12 MDQ Hourly Flow Rate	\$01.3513	\$00.0019	\$01.3532
	--Minimum	\$00.0000	\$00.0019	\$00.0019

The following adjustment applies to all Rate Schedules:

MEASUREMENT VARIANCE:

Minimum down to -1.00%
 Maximum up to +1.00%

1/ ACA assessed where applicable under Section 154.402 of the Commission's regulations and will be charged pursuant to Section 17 of the General Terms and Conditions at such time that initial and successive ACA assessments are made.

2/ Usage-2 (Authorized Overrun) applies to volumes exceeding Shipper's MDQ on any day or MHQ for any hour, but only to the extent such volumes are nominated by Shipper and scheduled by Transporter.

Effective Date: 12/01/2010 Status: Suspended
 FERC Docket: RP10-729-000

Seventh Revised Sheet No. 102 Seventh Revised Sheet No. 102
 Superseding: Sixth Revised Sheet No. 102

Statement of Transportation Rates
 (Rates per DTH)

Rate Schedule	Rate Component	Base Rate	ACA Unit Rate 1/	Current Charge
HRS	Recourse Capacity Reservation Rate			
	Per Dth of MDQ Monthly for all Flow Rates			
	--Maximum Rate	\$20.1228	-----	\$20.1228
	--Minimum Rate	\$00.0000	-----	\$00.0000
	Recourse Deliverability Reservation Rate			
	Per Dth of MDQ Monthly:			
	--Maximum Rates			
	4.16%, 1/24 MDQ Hourly Flow Rate	\$20.1228	-----	\$20.1228
	5.00%, 1/20 MDQ Hourly Flow Rate	\$24.1473	-----	\$24.1473
	6.25%, 1/16 MDQ Hourly Flow Rate	\$30.1842	-----	\$30.1842
	7.14%, 1/14 MDQ Hourly Flow Rate	\$34.4905	-----	\$34.4905
	8.33%, 1/12 MDQ Hourly Flow Rate	\$40.2456	-----	\$40.2456
	--Minimum Rates	\$00.0000	-----	\$00.0000
	Recourse Usage Rate			
	Usage-1			
	--Maximum	\$00.0000	\$00.0019	\$00.0019
	--Minimum	\$00.0000	\$00.0019	\$00.0019
	Usage-2 (Authorized Overrun) 2/			
	--Maximum			
	4.16%, 1/24 MDQ Hourly Flow Rate	\$1.3231	\$0.0019	\$1.3250
	5.00%, 1/20 MDQ Hourly Flow Rate	\$1.4555	\$0.0019	\$1.4574
	6.25%, 1/16 MDQ Hourly Flow Rate	\$1.6539	\$0.0019	\$1.6558
	7.14%, 1/14 MDQ Hourly Flow Rate	\$1.7955	\$0.0019	\$1.7974
	8.33%, 1/12 MDQ Hourly Flow Rate	\$1.9847	\$0.0019	\$1.9866
	--Minimum	\$0.0000	\$0.0019	\$0.0019

The following adjustment applies to all Rate Schedules:

MEASUREMENT VARIANCE:

Minimum down to -1.00%
 Maximum up to +1.00%

1/ ACA assessed where applicable under Section 154.402 of the Commission's regulations and will be charged pursuant to Section 17 of the General Terms and Conditions at such time that initial and successive ACA assessments are made.

2/ Usage-2 (Authorized Overrun) applies to volumes exceeding Shipper's MDQ on any day or MHQ for any hour, but only to the extent such volumes are nominated by Shipper and scheduled by Transporter.

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Sheet Nos. 103 - 199 Sheet Nos. 103 - 199 : Effective

ORIGINAL SHEET NOS. 103 - 199
HAVE NOT BEEN ISSUED, BUT HAVE
BEEN RESERVED FOR FUTURE USE

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Original Sheet No. 200 Original Sheet No. 200 : Effective

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule FT is available for service by Transporter to any Shipper, where:

(a) Shipper has made a valid request, as defined in Section 3 of the General Terms and Conditions, or Shipper has obtained released capacity under Section 11 of the General Terms and Conditions;

(b) Shipper has met Transporter's financial creditworthiness criteria as set forth in Section 3 of the General Terms and Conditions;

(c) Shipper and Transporter have entered into a Gas Transportation Contract for Firm Transportation Service under this Rate Schedule;

(d) Transporter has capacity available to render the service pursuant to the General Terms and Conditions or Shipper will utilize firm capacity released under Section 11 of the General Terms and Conditions;

(e) all necessary contracts have been or will be entered into by or on behalf of Shipper for the acquisition of Gas, for the delivery of Gas to Transporter at one or more Receipt Points on the System, and/or the further transportation of Gas from one or more Delivery Points on the System, as applicable; and

(f) all necessary regulatory and governmental approvals to purchase and sell, transport and, if appropriate, export and/or import the Gas to be transported by Transporter have been obtained.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to firm service pursuant to a bilaterally executed Gas Transportation Contract for service under this Rate Schedule. Service rendered under this Rate Schedule shall consist of:

(a) the receipt by Transporter of Shipper's Gas at the Receipt Point(s) specified in the executed Gas Transportation Contract;

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First Revised Sheet No. 201 First Revised Sheet No. 201 : Suspended
Superseding: Original Sheet No. 201

RATE SCHEDULE FT (Continued)

(b) the transportation of Gas up to Shipper's Maximum Contract Demand for the Effective Service Period on a firm Daily basis either by forwardhaul, or by displacement, exchange or backhaul; and

(c) the delivery of Gas by Transporter to or for the account of Shipper at Delivery Point(s) specified in the executed Gas Transportation Contract.

(d) Shipper may nominate as Authorized Overrun and Transporter may schedule, pursuant to Section 7.4 of the General Terms and Conditions contained herein, an amount above its MDQ during any Day.

Service rendered under this Rate Schedule is not subject to curtailment or interruption during the Effective Service Period, except as provided in the General Terms and Conditions.

3. RATES AND CHARGES

3.1 Applicable Rates. The applicable maximum and minimum FT recourse reservation rates, Seasonal recourse reservation rate, Short Term recourse reservation rate, maximum and minimum usage rates and applicable unit charges for service under this Rate Schedule are set forth in the currently effective Sheet No. 100 of this FERC Gas Tariff and are hereby incorporated herein.

3.2 Monthly Bill. The Monthly bill shall consist of:

(a) Reservation Charge. For each Month of the Effective Service Period indicated on Schedules 1 and 2 of the FT Transportation Contract, the reservation charge payable by Shipper shall, unless otherwise agreed upon by Transporter and Shipper as provided herein, be equal to the applicable maximum recourse reservation rate or the maximum Seasonal recourse reservation rate or the maximum Short Term recourse reservation rate, as applicable, multiplied by the Shipper's Maximum Contract Demand as specified in Shipper's FT Transportation Contract.

(b) Usage Charge. For each Month, the usage charge payable by Shipper shall, subject to any discount as provided herein, be equal to the applicable maximum usage rate multiplied by the sum of the Receipt Point Scheduled Quantity or Quantities during such Month.

(c) ACA Charge. For each Month, the ACA charge payable by Shipper shall be equal to an amount obtained by multiplying the sum of the Receipt Point(s) Scheduled Quantity or Quantities during such Month, by the ACA unit charge.

(d) Authorized overrun charge. For each Month, the maximum authorized overrun charge payable by Shipper shall be equal to the applicable maximum rate for service under Rate Schedule IT, multiplied by the sum of the Authorized Overrun Scheduled Quantity or Quantities during such Month for such Shipper.

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Second Revised Sheet No. 201 Second Revised Sheet No. 201

Superseding: First Revised Sheet No. 201

RATE SCHEDULE FT (Continued)

(b) the transportation of Gas up to Shipper's Maximum Contract Demand for the Effective Service Period on a firm Daily basis by forwardhaul, or by displacement, exchange or backhaul on a best efforts basis; and

(c) the delivery of Gas by Transporter to or for the account of Shipper at Delivery Point(s) specified in the executed Gas Transportation Contract.

(d) Shipper may nominate as Authorized Overrun and Transporter may schedule, pursuant to Section 7.4 of the General Terms and Conditions contained herein, an amount above its MDQ during any Day.

Service rendered under this Rate Schedule is not subject to curtailment or interruption during the Effective Service Period, except as provided in the General Terms and Conditions.

3. RATES AND CHARGES

3.1 Applicable Rates. The applicable maximum and minimum FT recourse reservation rates, Seasonal recourse reservation rate, Short Term recourse reservation rate, maximum and minimum usage rates and applicable unit charges for service under this Rate Schedule are set forth in the currently effective Sheet No. 100 of this FERC Gas Tariff and are hereby incorporated herein.

3.2 Monthly Bill. The Monthly bill shall consist of:

(a) Reservation Charge. For each Month of the Effective Service Period indicated on Schedules 1 and 2 of the FT Transportation Contract, the reservation charge payable by Shipper shall, unless otherwise agreed upon by Transporter and Shipper as provided herein, be equal to the applicable maximum recourse reservation rate or the maximum Seasonal recourse reservation rate or the maximum Short Term recourse reservation rate, as applicable, multiplied by the Shipper's Maximum Contract Demand as specified in Shipper's FT Transportation Contract.

(b) Usage Charge. For each Month, the usage charge payable by Shipper shall, subject to any discount as provided herein, be equal to the applicable maximum usage rate multiplied by the sum of the Delivery Point Scheduled Quantity or Quantities during such Month.

(c) ACA Charge. For each Month, the ACA charge payable by Shipper shall be equal to an amount obtained by multiplying the sum of the Delivery Point(s) Scheduled Quantity or Quantities during such Month, by the ACA unit charge.

(d) Authorized overrun charge. For each Month, the maximum authorized overrun charge payable by Shipper shall be equal to the applicable maximum rate for service under Rate Schedule IT, multiplied by the sum of the Authorized Overrun Scheduled Quantity or Quantities during such Month for such Shipper.

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First Revised Sheet No. 202 First Revised Sheet No. 202
Superseding: Original Sheet No. 202

RATE SCHEDULE FT (Continued)

(e) Scheduling, Imbalance and Overtime Penalties. Transporter shall charge Shipper any applicable scheduling, imbalance and overtime penalties in accordance with Section 8 of the General Terms and Conditions.

(f) Other Charges. Any other charges as may be applicable from time to time pursuant to the General Terms and Conditions or as otherwise authorized by the FERC.

(g) Capacity Release Credits. To the extent Shipper releases capacity in any Month pursuant to Section 11 of the General Terms and Conditions, such Shipper shall receive a credit representing the Monthly reservation charge simultaneously billed to the Replacement Shipper, minus all applicable fees described in Section 11.15 of the General Terms and Conditions. Nothing in this Section 3.2(f) relieves Shipper of its obligation to pay to Transporter the full amount of the reservation charge for any Month in which the Replacement Shipper fails to pay all or any portion of the Replacement Reservation Charge.

3.3 Discounted Rates. For purposes of administering rates under this Rate Schedule FT, Transporter shall have the right to discount the maximum reservation rate and maximum usage rate for service under this Rate Schedule FT and to charge a lower rate for some or all of the services performed under this Rate Schedule; provided, however, that in no event shall rates charged under this Rate Schedule be less than the minimum reservation rate and minimum usage rate for firm service. Transporter shall not be obligated to offer service at discount rates, however, discounted rates will not be made on an unduly discriminatory basis and will be made available to all similarly situated customers.

A Shipper with a previously negotiated rate discount limited to service at specific receipt and delivery points may request that such discounted rate apply to alternate points if Shipper chooses to release capacity or use flexible receipt and delivery point rights. There shall be a rebuttable presumption that Shipper will retain its discounted rate when utilizing such points if Transporter currently grants discounts to another Shipper receiving transportation service utilizing such points. However, Transporter can rebut this presumption by demonstrating that Shipper is not similarly situated to the Shipper receiving the discount at those points. If the discount is retained, Shipper shall pay the higher of its contractual discounted rate or the highest discounted rate being applicable to those points.

On any business day, the request to transfer the discount must be submitted at least two hours prior to the nomination that would use the discount at alternate points. Transporter shall respond to the request within two hours of receipt; however, any request received after 4:00 p.m. Central Clock Time on any Business Day shall be responded to by 9:00 a.m. Central Clock time on the following business day.

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

3.4 Measurement Variance. Reservation and usage charges shall be based on Shipper's applicable monthly Maximum Contract Demand and Delivery Point Scheduled Quantities, respectively, irrespective of whether the applicable monthly Measurement Variance Factor is positive or negative. Shipper shall receive in-kind adjustments to Scheduled Quantities in order to account for positive and negative Measurement Variance Quantities. Transporter shall publish the applicable monthly Measurement Variance Factor on its Interactive Internet Website. Such published Measurement Variance Factor will be bound by maximum and minimum percentages set forth on currently effective Sheet No. 100 of this tariff.

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Original Sheet No. 204 Original Sheet No. 204 : Effective

RATE SCHEDULE FT (Continued)

3.5 Notwithstanding any provision of Transporter's Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such negotiated rate(s), then such negotiated rate(s) shall be set forth in the Gas Transportation Contract and shall be effective only for the period agreed upon by Transporter. During such period, the negotiated rate(s) shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit (i.e., any reduction in rates which might otherwise apply) which the parties have agreed to replace with the negotiated rate(s), shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper, unless otherwise agreed by Transporter and Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a negotiated rate(s) shall be ineffective during the period that the negotiated rate is effective; all other rates, rate components, charges, or credits (i.e., any reduction in rates which might otherwise apply) prescribed, required, established for service under this Rate Schedule, shall remain in effect. Transporter shall file with the Commission pursuant to its current policies and/or regulations tariff sheets describing the services being provided pursuant to this Section 3.5. All services provided hereunder are available to all similarly situated Shippers on a non-discriminatory basis.

4. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 C.F.R. Part 284. All of the General Terms and Conditions and any revisions thereof that may be made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

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Superseding: Original Sheet No. 204

RATE SCHEDULE FT (Continued)

3.5 Notwithstanding any provision of Transporter's Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such negotiated rate(s), then such negotiated rate(s) shall be set forth in the Gas Transportation Contract and shall be effective only for the period agreed upon by Transporter. During such period, the negotiated rate(s) shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit (i.e., any reduction in rates which might otherwise apply) which the parties have agreed to replace with the negotiated rate(s), shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper, unless otherwise agreed by Transporter and Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a negotiated rate(s) shall be ineffective during the period that the negotiated rate is effective; all other rates, rate components, charges, or credits (i.e., any reduction in rates which might otherwise apply) prescribed, required, established for service under this Rate Schedule, shall remain in effect. Transporter shall file with the Commission pursuant to its current policies and/or regulations tariff sheets describing the services being provided pursuant to this Section 3.5. All services provided hereunder are available to all similarly situated Shippers on a non-discriminatory basis.

3.6 RATE SCHEDULE FT RESERVATION CHARGE CREDITING MECHANISM

(a) In the event that during a Fiscal Period, as defined in Subsection 3.6(c) below, the total revenue PNGTS collects for rendering jurisdictional services is in excess of twice the annual cost of service applicable for such period, as established in the resolution of Company's last NGA Section 4 general rate case (such difference constituting the "Excess Revenues"), then a Short Term Service Revenue Credit calculated pursuant to Subsection 3.6(b) below shall be credited by Company.

(b) Long Term FT Shippers may receive the Short Term Service Revenue Credit when such current Long Term FT Shipper has paid Company the Rate Schedule Long Term FT Maximum Recourse Reservation Charges in accordance with Section 15.2 of the General Terms and Conditions of PNGTS' FERC Gas Tariff during the Fiscal Period used to calculate the Short Term Service Revenue Credit. The Short Term Service Revenue Credit shall be 75% of the Excess Revenues received during an applicable Fiscal Period. No later than seventy (70) days from the end of each Fiscal Period, the Short Term Service Revenue Credit shall be reflected, in proportion to the Rate Schedule FT Long Term Maximum Recourse Reservation Charges paid by each Shipper receiving FT Long Term service, during the same subject Fiscal Period on such Shipper's invoice.

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(c) For purposes of this Section 3.6, Fiscal Period shall be defined as each biennial anniversary of the first day of January following the year in which this Section 3.6 is in effect.

(d) For purposes of this Section 3.6, the phrase Long Term means an FT service agreement of greater than two years in duration.

(e) For purposes of this Section 3.6, the phrase Short Term Service means service performed under Rate Schedules IT and PAL of any duration, and FT service rendered pursuant to service agreements with a term of less than one year.

4. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 C.F.R. Part 284. All of the General Terms and Conditions and any revisions thereof that may be made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

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Original Sheet No. 206 Original Sheet No. 206 : Effective

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule IT is available for service by Transporter to any Shipper, where:

(a) Shipper has made a valid request, as defined in Section 3 of the General Terms and Conditions;

(b) Shipper has met Transporter's financial creditworthiness criteria as set forth in Section 3 of the General Terms and Conditions;

(c) Shipper and Transporter have entered into a Gas Transportation Contract for Interruptible Transportation Service under this Rate Schedule;

(d) Transporter has capacity available to render the service pursuant to the General Terms and Conditions;

(e) all necessary contracts have been or will be entered into by or on behalf of Shipper for the acquisition of Gas, for the delivery of such Gas to Transporter at one or more Receipt Points on the System, and/or the further transportation of Gas from one or more Delivery Points on the System, as applicable; and

(f) all necessary regulatory and governmental approvals to purchase and sell, transport and, if appropriate, export and/or import the Gas to be transported by Transporter have been obtained.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all interruptible service pursuant to a bilaterally executed Gas Transportation Contract for service under this Rate Schedule, whether rendered by forwardhaul or by displacement, exchange or backhaul. Service rendered under this Rate Schedule is subject to curtailment or interruption as Transporter deems necessary.

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First Revised Sheet No. 207 First Revised Sheet No. 207
Superseding: Original Sheet No. 207

RATE SCHEDULE IT (Continued)

3. RATES AND CHARGES

3.1 Applicable Rates. The applicable maximum and minimum usage rates and applicable unit charges for service under this Rate Schedule are set forth in the currently effective Sheet No. 100 of this FERC Gas Tariff and are hereby incorporated herein.

3.2 Monthly Bill. The Monthly bill shall consist of:

(a) Usage Charge. For each Month, the usage charge payable by Shipper shall, unless otherwise agreed upon by Transporter and Shipper as provided herein, be equal to the applicable maximum usage rate multiplied by the sum of the Delivery Point Scheduled Quantity or Quantities during such Month.

(b) ACA Charge. For each Month, the ACA charge payable by Shipper shall be equal to an amount obtained by multiplying the sum of the Delivery Point(s) Scheduled Quantity or Quantities during such Month, by the ACA unit charge.

(c) Scheduling, Imbalance and Overrun Penalties. Transporter shall charge Shipper any applicable scheduling, imbalance and overrun penalties in accordance with Section 8 of the General Terms and Conditions.

(d) Other Charges. Any other charges as may be applicable from time to time pursuant to the General Terms and Conditions or as otherwise authorized by the Federal Energy Regulatory Commission.

3.3 Discounted Rates. For purposes of administering rates under this Rate Schedule IT, Transporter shall have the right to discount the maximum usage rates for interruptible service under this Rate Schedule IT and to charge a lower rate for some or all of the services performed under this Rate Schedule; provided, however, that in no event shall rates charged under this Rate Schedule be less than the minimum usage rate for interruptible service. Transporter shall not be obligated to offer service at discounted rates, however, discounted rates will not be made on an unduly discriminatory basis and will be made available to all similarly situated customers.

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Second Revised Sheet No. 208 Second Revised Sheet No. 208
Superseding: Original Sheet No. 208

RATE SCHEDULE IT (Continued)

3.4 Measurement Variance. Usage charges shall be based on Shipper's applicable Delivery Point Scheduled Quantities irrespective of whether the applicable monthly Measurement Variance Factor is positive or negative. Shipper shall receive in-kind adjustments to Scheduled Quantities in order to account for positive and negative Measurement Variance Quantities. Transporter shall publish the applicable monthly Measurement Variance Factor on its Interactive Internet Website. Such published monthly Measurement Variance Factor will be bound by maximum and minimum percentages set forth on currently effective Sheet Nos. 100-102 of this tariff.

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

4. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter pursuant to 18 C.F.R. Part 284. All of the General Terms and Conditions and any revisions thereof that may be made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

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FERC Docket: RP06-449-000

Original Sheet No. 209 Original Sheet No. 209 : Effective

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

1. AVAILABILITY

This Rate Schedule PAL is available for parking and loaning natural gas by Transporter for any Shipper, where:

(a) Shipper has made a valid request for Park and Loan Service as defined in Section 3 of the General Terms and Conditions and has met the creditworthiness standards stated therein;

(b) Shipper and Transporter have entered into a Park and Loan Service Contract;

(c) Except where Shipper is both the ultimate consumer and producer of Gas which is being parked or loaned under this Rate Schedule, contracts have been entered into by or on behalf of Shipper for the acquisition or sale of Gas, as the case may be, and for its delivery, to Transporter at one or more Receipt Points on Transporter's system;

(d) Either (i) Shipper's facilities or the facilities where the Gas is to be consumed interconnect with Transporter's transmission system at one or more Delivery Points of Transporter's Master Delivery Point List ("MDPL"), or (2) contracts have been or will be entered into on behalf of Shipper for the transportation of the Gas to and from Transporter's system to such facilities; and

(e) All necessary regulatory and governmental approvals to acquire and sell, transport and, if appropriate, export and/or import the Gas to be transported by Transporter have been obtained.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule PAL and the rates established hereunder shall apply to all Park and Loan Service rendered by Transporter. Park and Loan Service is subject to the availability of capacity for the service. Park and Loan Service is subject to curtailment or interruption as Transporter deems necessary and as set forth in this Rate Schedule PAL, and in Section 10 of the General Terms and Conditions. Transporter shall not be obligated to add any facilities or expand the capacity of its system in any manner in order to provide Park and Loan Service. Service rendered under this Rate Schedule shall be provided for a minimum of a one day term.

2.2 Maximum Loaned Quantity. For each Shipper seeking to enter into a contract for service under this Rate Schedule, Transporter shall establish a Maximum Loaned Quantity (MLQ). The MLQ applicable to each Shipper shall be the maximum amount of gas, cumulative at all its Loan Points, that the Shipper is entitled to be loaned by Transporter pursuant to this Rate Schedule.

Original Sheet No. 210 Original Sheet No. 210 : Effective

2.2 Park and Loan Service available under this Rate Schedule includes:

(a) Parking Service. Parking service shall consist of (i) Transporter's receipt of a Parked Quantity of gas from Shipper at the Parking Point specified in Shipper's nomination, (ii) Transporter holding such Parked Quantities on Transporter's system, and (iii) Transporter's subsequent return of the Parked Quantity to Shipper, or for Shipper's account, at the Parking Point.

(b) Loan Service. Loan Service shall consist of (i) Transporter's advancement of Loaned Quantity of gas to Shipper (up to the Maximum Loaned Quantity specified in Shipper's Park and Loan Service Contract, at the point(s) specified in Shipper's nomination); and (ii) Shipper's subsequent return of the Loaned Quantity and Transporter's acceptance of such quantity for Shipper's account at the Loan Point.

2.3 Subject to the availability of capacity, any Receipt or Delivery Point on Transporter's system may be nominated as a Parking Point or Loan Point.

3. ACCOUNT BALANCES; TRANSPORTATION; ASSIGNMENTS

3.1 Transporter shall establish an account for each Shipper using this service which reflects the Parked Quantity at each Parking Point and the Loan Quantity at each Loan Point. Whenever Transporter receives Parked Quantity from or delivers Loaned Quantity to a Shipper the quantities received or delivered will be reflected in the Shipper's account, as appropriate, for the Parking or Loan Point at which they were received or delivered. When a Parked Quantity or Loaned Quantity is returned, Transporter will credit the Shipper's account to reflect the transaction.

3.2 Transporter shall return Parked Quantity and accept return of Loaned Quantity only at the Parking Point where Shipper parked the Parked Quantity, or the Loan Point where Transporter advanced the Loaned Quantity to Shipper.

3.3 In the event that Shipper wishes to move a Parked Quantity or Loaned Quantity from one Parking or Loan Point to another Parking or Loan Point on Transporter's system, Shipper shall be responsible for arranging such transportation in accordance with the provisions of Rate Schedule FT or IT and the General Terms and Conditions.

3.4 Shippers may assign between themselves Parked Quantity and Loaned Quantity in accordance with the provisions of the Park and Loan Service Contract, provided that (i) the Shipper obtaining such quantities complies with the Tariff, and (ii) each Shipper submits the appropriate nomination to Transporter in accordance with the provisions of Section 7 of this Tariff. Transporter will assess all applicable transportation charges for such transactions.

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FERC Docket: RP06-449-000

Original Sheet No. 211 Original Sheet No. 211 : Effective

4. RATES AND BILLING

4.1 Rates. The rates for service hereunder are set forth in the currently effective Sheet No. 101 of this FERC Gas Tariff and such rate sheet is hereby incorporated herein by reference. The rates in this Rate Schedule are subject to change pursuant to Section 21 of Pipeline's General Terms and Conditions and the PAL Service Agreement. Unless Pipeline and Shipper agree in writing upon a rate for service provided hereunder, the rate applicable to a Shipper for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet No. 101. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Shipper and Pipeline.

4.2 The Daily Charges set forth in Section 4.1 above shall not be applicable for a Day if (i) the Customer requests the delivery of parked quantities and Pipeline is unable to return the gas to Customer on that Day or (ii) the Customer requests to return loaned quantities to Pipeline and Pipeline is unable to accept such gas on that Day. The Daily Charges will be reinstated when Transporter gives written notification to Shipper that pipeline system conditions allow the receipt or delivery of these quantities.

4.3 Customer shall pay Pipeline a Monthly charge for PAL services consisting of the sum of the Daily charges. Daily charges shall be the product of the quantities of gas in Customer's PAL account (inclusive of quantities subject to Park Service and quantities subject to Loan Service) for each separate transaction and the maximum or mutually agreed upon rate for each Day during the applicable Month that service is provided by Transporter. For each transaction hereunder, charges shall commence on the first Day of the agreed upon transaction and continue until Shipper's account balance for that transaction reaches zero or until the last Day of the agreed upon term as set forth in the executed PAL Service Agreement, whichever comes first.

5. NOMINATIONS AND SCHEDULING

5.1 Availability. Park and Loan Service is subject to available Park capacity and available Loan capacity. For each Day Transporter shall project the amount of available Park capacity and available Loan capacity that Transporter's system is capable of providing and post such information on its Interactive Internet Website. As Transporter receives nominations for all services that affect the amount of available Park capacity and available Loan capacity, Transporter will update the information on its Interactive Internet Website accordingly.

5.2 Nomination. A Shipper seeking Park and Loan Service on any Day under this Rate Schedule shall submit a nomination to Pipeline in accordance with Section 7 of Pipeline's General Terms and Conditions. Customer shall nominate the agreed upon Park or Loan quantities at the Parking Point or Loan Point. Such nominated quantities shall be subject to confirmation by Transporter. The confirmed quantity shall be deemed the scheduled quantity. Transporter shall schedule the quantities nominated hereunder in accordance with Section 7 of Transporter's General Terms and Conditions.

5.3 Transporter intends to provide PAL service at given Parking Points and Loan Points to Shippers on a first-come, first-served basis. It is possible that Transporter will receive nominations for more Park or Loan capacity that it can make available, and can therefore not satisfy the nominations of all Shippers. When submitting a Park or Loan bid, a Shipper may determine if it wishes to receive a prorated portion of the capacity for which it submitted a nomination, or alternatively, if it wishes to cancel the nomination if the entire order cannot be filled. As a default choice, if Shipper does not make such an election and Transporter cannot grant Shipper all of the Park or Loan capacity it requested, Shipper shall be allocated a prorated portion of its Park or Loan capacity request.

5.4 The Park or Loan quantity of Gas in Shipper's account for all Loan Points on any Day shall not exceed the MLQ set forth in Shipper's PAL Service Agreement. Transporter may reject any nomination if Shipper nominates quantities when the balance(s) in Shipper's account exceeds the MLQ or when giving effect to the nomination will result in a balance(s) in Shipper's account that exceeds the MLQ.

5.5 A shipper that wishes to close its Parked or Loaned position must make a nomination to close the position. Nominations to close Park or Loan positions must be in accordance with Section 7 of Pipeline's General Terms and Conditions. Nominations to close existing Park or Loan positions shall take precedent over nominations for new Park or Loan quantities, as applicable, and the available quantities shall be adjusted accordingly prior to allocating such capacity to new requests for PAL service.

6. INTERRUPTION AND CURTAILMENT OF SERVICE

6.1 In the event that Transporter determines, in its sole discretion, that some or all Park and Loan services must be interrupted or curtailed in order to satisfy Transporter's obligations to other Shippers consistent with Section 10 of the General Terms and Conditions, or that such interruption or curtailment is otherwise necessary or appropriate to avoid adverse impact on the operation of Transporter's system, or if a Shipper has a Parked Quantity or a Loan Quantity of less than 50 Dth, Transporter will notify, by telephone, facsimile, e-mail or other means, any affected Shippers receiving Park or Loan service that they must eliminate or reduce their existing Parked Quantity and/or Loan Quantity, as applicable, over the period specified in Transporter's notice. Such notices shall be issued to Shippers in the order based upon the Present Value for each Shipper's outstanding Parked Quantities or Loan Quantities at all Parking and Loan Points beginning with the lowest Present Value first. Such notices must be given by Transporter with at least one Day notice.

6.2 If Shipper fails to comply with a notice given in accordance with Section 6.1 above, Transporter shall cash out the Parked Quantity that Shipper was advised, but failed, to reduce or eliminate at the replacement cost of gas less ten percent (10%), in order to recover Transporter's administrative costs. The cash-out price of gas shall be computed as follows: (i) all volumes subject to cash-out on a particular Day will be aggregated and offered for sale in one lump sum; (ii) all revenues received from the sale of such volumes will be aggregated for such Day; and, (iii) the aggregate revenues, less 10%, for each Day will be applied pro rata to the aggregate cash-out volumes for each Day. All quantities of Gas offered for sale pursuant to this section will be posted on Transporter's Interactive Internet Website in a notice stating the quantity of Gas offered for sale and the deadline for making bids. Such volumes will be sold on a best bid basis, beginning with the highest bid.

6.3 If Shipper fails to repay its Loan Quantity to Transporter, or fails to comply with a notice given in by Transporter in accordance with Section 6.1 above, Transporter shall cash out Shipper's Loan Quantity at 115% of the price of gas as reported by Gas Daily for Tennessee Gas Pipeline, Zone 6 (Delivered) on the Day following the expiration of the period specified in Transporter's curtailment notice provided pursuant to Section 6.1 above, multiplied by the Loan Quantity remaining on the Day the Loan Quantity was originally due.

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Original Sheet No. 214 Original Sheet No. 214 : Effective

7. CONTRACT TERMINATION

The Park and Loan Service Contract may be terminated by either party on 30 days notice, or terminated by the Transporter on shorter notice if in its sole discretion, the Shipper has not complied with the terms of the tariff, including the creditworthiness requirements as set forth in Section 3 of Pipeline's General Terms and Conditions. Unless a shorter period of time is imposed in a notice issued in accordance with this Section 7, Shipper shall eliminate any outstanding Parked Quantity or Loan Quantity within five (5) days of termination of its Park and Loan Service Contract. If Shipper fails to eliminate such balance, Transporter shall cash out any quantity remaining after five (5) days at the replacement cost of gas plus fifteen percent (15%) for Loan Quantity or the sale price of the gas less ten percent (10%) for Parked Quantity. For such purposes, the replacement cost and sale price of gas shall be computed as described in Section 6 above.

8. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet Transporter's obligations pursuant to 18 C.F.R. Part 284. Unless stated otherwise, all of the General Terms and Conditions of Transporter's FERC Tariff, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

First Revised Sheet No. 215 First Revised Sheet No. 215
Superseding: Original Sheet No. 215

RATE SCHEDULE FT-FLEX
LIMITED FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for service by Transporter to any Shipper, where:

a) Shipper has made a valid request, as defined in Section 3 of the General Terms and Conditions, or Shipper has obtained released capacity under Section 11 of the General Terms and Conditions;

b) Shipper has met Transporter's financial creditworthiness criteria as set forth in Section 3 of the General Terms and Conditions;

c) Shipper and Transporter have entered into a Gas Transportation Contract for FT-FLEX Limited Firm Transportation Service under this Rate Schedule;

d) All necessary contracts have been or will be entered into by or on behalf of Shipper for the acquisition of Gas, for the delivery of Gas to Transporter at one or more Receipt Points on the System, and/or the further transportation of Gas from one or more Delivery Points on the System, as applicable; and

e) All necessary regulatory and governmental approvals to purchase and sell, transport and, if appropriate, export and/or import the Gas to be transported by Transporter have been obtained.

2. APPLICABILITY AND CHARACTER OF SERVICE

Service rendered under this Rate Schedule shall consist of:

a) the receipt by Transporter of Shipper's Gas at the Receipt Point(s) specified in the executed Gas Transportation Contract;

b) the transportation of Gas up to Shipper's Maximum Contract Demand by forwardhaul, or by displacement, exchange or backhaul on a best efforts basis; and

c) the delivery of Gas by Transporter to or for the account of Shipper at Delivery Point(s) specified in the executed Gas Transportation Contract; and

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First Revised Sheet No. 216 First Revised Sheet No. 216
Superseding: Original Sheet No. 216

RATE SCHEDULE FT-FLEX (Continued)

d) the transportation service rendered under this Rate Schedule shall be firm between the Receipt Point(s) and Delivery Point(s) set forth in the executed agreement, except that Transporter has the right to not schedule service, in whole or in part, during any Daily Nomination Cycle except as prohibited by Section 7.2(iv) of the General Terms and Conditions of Transporter's FERC Gas Tariff. The maximum number of Days in any Month on which Transporter may decline to schedule is 10 Days.

Following Transporter's non-scheduling of a nomination by Shipper on one of the Days on which Transporter does not schedule Shipper's nomination under this Rate Schedule, Shipper is entitled to resubmit the nomination with other receipt and/or delivery points or as a request for service pursuant to any other Rate Schedule in one of Transporter's other Nomination Cycles, provided that Shipper has executed a service contract under such Rate Schedule.

e) Shipper may nominate as Authorized Overrun and Transporter may schedule, pursuant to Section 7.4 of the General Terms and Conditions contained herein, an amount above its MDQ during any Day.

3. RATES AND CHARGES

a) Applicable Rates. The applicable maximum and minimum reservation rates, maximum and minimum usage rates and applicable unit charges for service under this Rate Schedule are set forth in the currently effective Sheet No. 100 of this FERC Gas Tariff and are hereby incorporated herein.

b) Monthly Bill. The Monthly bill shall consist of:

i) Reservation Charge. For each Month, the reservation rate payable by Shipper shall, subject to any discounted or negotiated rate as provided herein, be equal to the applicable maximum reservation rate, multiplied by the Shipper's Maximum Contract Demand as specified in Shipper's Gas Transportation Contract.

ii) Usage Charge. For each Month, the usage rate payable by Shipper shall, subject to any discounted or negotiated rate as provided herein, be equal to the applicable maximum usage rate multiplied by the sum of the Delivery Point Scheduled Quantity or Quantities during such Month.

iii) ACA Charge. For each Month, the ACA rate payable by Shipper shall be equal to an amount obtained by multiplying the sum of the Delivery Point(s) Scheduled Quantity or Quantities during such Month, by the ACA unit rate.

iv) Scheduling, Imbalance and Overrun Penalties. Transporter shall charge Shipper any applicable scheduling, imbalance and overrun penalties in accordance with Section 8 of the General Terms and Conditions.

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Original Sheet No. 217 Original Sheet No. 217 : Effective

RATE SCHEDULE FT-FLEX (Continued)

v) Authorized overrun charge. For each Month, the maximum authorized overrun charge payable by Shipper shall be equal to the applicable maximum rate for service under Rate Schedule IT, multiplied by the sum of the Authorized Overrun Scheduled Quantity or Quantities during such Month for such Shipper.

vi) Other Charges. These include any other charges as may be applicable from time to time pursuant to the General Terms and Conditions or as otherwise authorized by the FERC.

vii) Capacity Release Credits. To the extent Shipper releases capacity in any Month pursuant to Section 11 of the General Terms and Conditions, Shipper shall receive a credit representing the Monthly reservation charge

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Second Revised Sheet No. 218 Second Revised Sheet No. 218
Superseding: Original Sheet No. 218

RATE SCHEDULE FT-FLEX (Continued)

simultaneously billed to the Replacement Shipper, minus all applicable fees described in Section 11.15 of the General Terms and Conditions. Nothing in this Section 4(b) (vi) relieves Shipper of its obligation to pay to Transporter the full amount of the reservation charge for any Month in which the Replacement Shipper fails to pay all or any portion of the Replacement Reservation Charge.

(c) Discounted Rates. Transporter shall have the right to discount the maximum reservation rate and maximum usage rate for service under this Rate Schedule and to charge a lower rate for some or all of the services performed under this Rate Schedule; provided, however, that in no event shall rates charged under this Rate Schedule be less than the minimum reservation rate and minimum usage rate for FT-FLEX service. Transporter is not obligated to offer service at discounted rates; however, rates will not be discounted on an unduly discriminatory basis and discounts will be made available to all similarly situated customers.

A Shipper with a previously negotiated rate discount limited to service at specific receipt and delivery points may request that such discounted rate apply to alternate points if Shipper chooses to release capacity or use flexible receipt and delivery points rights. There shall be a rebuttable presumption that Shipper will retain its discounted rate when utilizing such points if Transporter currently grants discounts to another Shipper receiving transportation service utilizing such points. However, Transporter can rebut this presumption by demonstrating that Shipper is not similarly situated to the Shipper receiving the discount at those points. If the discount is retained, Shipper shall pay the higher of its contractual discounted rate or the highest discount rate being applicable to those points.

On any Business Day, the request to transfer the discount must be submitted at least two hours prior to the nomination that would use the discount at alternate points. Transporter shall respond to the request within two hours of receipt; however, any request received after 4:00 p.m. Central Clock Time on any Business Day shall be responded to by 9:00 a.m. Central Clock Time on the following Business Day.

(d) Measurement Variance. Reservation and usage charges shall be based on Shipper's applicable monthly Maximum Contract Demand and Delivery Point Scheduled Quantities, respectively, irrespective of whether the applicable monthly Measurement Variance Factor is positive or negative. Shipper shall receive in-kind adjustments to Scheduled Quantities in order to account for positive and negative Measurement Variance Quantities. Transporter shall publish the applicable monthly Measurement Variance Factor on its Interactive Internet Website. Such published Measurement Variance Factor will be bound by maximum and minimum percentages set forth on currently effective Sheet No. 100 of this Tariff.

(e) Negotiated Rates. Notwithstanding any provision of Transporter's Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If

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Original Sheet No. 219 Original Sheet No. 219 : Effective

RATE SCHEDULE FT-FLEX (Continued)

Transporter agrees to such negotiated rate(s), then such negotiated rate(s) shall be set forth in the Gas Transportation Contract and shall be effective only for the period agreed upon by Transporter. During such period, the negotiated rate(s) shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit (i.e., any reduction in rates which might otherwise apply) which the parties have agreed to replace with the negotiated rate(s), shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper, unless otherwise agreed by Transporter and Shipper. Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a negotiated rate(s) shall be ineffective during the period that the negotiated rate is effective; all other rates, rate components, charges, or credits (i.e., any reduction in rates which might otherwise apply) prescribed, required, established for service under this Rate Schedule, shall remain in effect. Transporter shall make any filings with the FERC necessary to effectuate a negotiated rate(s).

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions and any revisions thereof that may be made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

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Original Sheet No. 220 Original Sheet No. 220 : Effective

RATE SCHEDULE HRS
Hourly Reserve Service

1. AVAILABILITY

This Rate Schedule is available for service by Transporter to any Shipper, where:

- a) Transporter has determined that it has sufficient available and uncommitted capacity to perform service requested by shipper; and
- b) Shipper has made a valid request, as defined in Section 3 of the General Terms and Conditions, or Shipper has obtained released capacity under Section 11 of the General Terms and Conditions; and
- c) Shipper has met Transporter's financial creditworthiness criteria as set forth in Section 3 of the General Terms and Conditions; and
- d) Shipper and Transporter have entered into a Gas Transportation Contract for HRS Service under this Rate Schedule; and
- e) All necessary contracts have been or will be entered into by or on behalf of Shipper for the acquisition of Gas, for the delivery of Gas to Transporter at one or more Receipt Points on the System, and/or the further transportation of Gas from one or more Delivery Points on the System, as applicable; and
- f) All necessary regulatory and governmental approvals to purchase and sell, transport and, if appropriate, export and/or import the Gas to be transported by Transporter have been obtained; and
- g) Transporter is not already providing service under Rate Schedule HRS at the desired Primary Delivery Point.

2. APPLICABILITY AND CHARACTER OF SERVICE

- a) This Rate Schedule shall apply to all Transportation Service rendered by Transporter for Shipper pursuant to the executed Gas Transportation Contract under this Rate Schedule.
- b) Transportation Service under this Rate Schedule shall consist of: (1) the receipt of Gas on behalf of Shipper, (2) the Transportation of Gas, and (3) the Tender of Gas for delivery by Transporter to Shipper, or for Shipper's account up to Shipper's MDQ, at hourly rates up the Shipper's MHQ.

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Original Sheet No. 221 Original Sheet No. 221 : Effective

RATE SCHEDULE HRS (cont.)
Hourly Reserve Service

c) Transportation Service rendered under this Rate Schedule shall be firm, up to the Primary Delivery Point MDQs and MHQs specified in the executed Agreement. Transporter shall enter into no more than one agreement for Rate Schedule HRS Service at any Primary Delivery Point on the system. Transportation service under this rate schedule at secondary points shall be firm, up to the shipper's MDQ at an MHQ equal to the Shipper's MDQ divided by 24, provided, however, that Transporter shall honor Shipper's MHQ at a Secondary Delivery Point if doing so will not interfere with the provision of any other service request on the system.

d) Shipper shall be deemed to be within its contract entitlement to the extent the actual flow rate during any hour is less than the combined scheduled hourly flow rates at the primary point pursuant to Section 7.10 of the General Terms and Conditions contained in Transporter's FERC Gas Tariff and within its MDQ during any Gas Day.

e) Shipper may nominate as Authorized Overrun and Transporter may schedule, pursuant to Section 7.4 of the General Terms and Conditions contained herein, an amount above its MDQ during any Day and/or above its MHQ during any hour. Shipper may nominate an MHQ overrun for a limited number of hours during any day but no less than one hour of service overrun may be nominated.

3. RATES AND CHARGES

3.1 Reservation Rates shall consist of:

a) A Capacity Reservation Rate, as stated on Sheet No. 102, paid each month. The Capacity Reservation Charge shall be the product of Shipper's MDQ (in Dekatherms) multiplied by the rate shown on Sheet No. 102 (or such discounted/negotiated rate as may be established under Section 3.3 of Rate Schedule HRS), and

b) A Deliverability Reservation Rate, as stated on Sheet No. 102, paid each Month. The Deliverability Reservation Charge shall be the product of Shipper's MDQ (in Dekatherms), times the rate shown on Sheet No. 102 applicable to the Maximum Hourly Flow Rate selected by Shipper and agreed to by Transporter which appears on Schedule 2 of Shipper's service agreement (or such discounted/negotiated rate as may be established under Section 3.3 of Rate Schedule HRS).

3.2 Usage Rates

a) On a monthly basis, the Usage-1 Rate, as stated on Sheet No. 102, will be multiplied by that portion of the total quantity of Gas deliveries on any Day during the month, pursuant to the Shipper's Agreement which is not in excess of the lower of (i) 105% of the scheduled quantities of Gas under the Agreement for such Day or (ii) the MDQ in effect under the Agreement for such Day.

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Original Sheet No. 222 Original Sheet No. 222 : Effective

RATE SCHEDULE HRS (cont.)
Hourly Reserve Service

b) On a monthly basis, the Usage-2 Rate, as stated on Sheet No. 102, will be multiplied by that portion of the total quantity of Gas scheduled as Authorized Overrun on any Day during the month, which Shipper nominates and Transporter schedules pursuant to Section 7.4 of the General Terms and Conditions contained herein.

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Superseding: First Revised Sheet No. 223

RATE SCHEDULE HRS (cont.)
Hourly Reserve Service

d) ACA Charge. For each month, the ACA rate payable by the Shipper shall be equal to an amount obtained by multiplying the sum of the Delivery Point(s) Scheduled Quantity or Quantities during such Month, by the ACA unit rate.

e) Scheduling, Imbalance and Overrun Penalties. Transporter shall charge Shipper any applicable scheduling, imbalance or overrun penalties in accordance with Section 8 of the General Terms and Conditions.

f) Other Charges. These include any other charges as may be applicable from time to time pursuant to the General Terms and Conditions or as otherwise authorized by the FERC.

g) Capacity Release Credits. To the extent Shipper releases capacity in any Month pursuant to Section 11 of the General Terms and Conditions, Shipper shall receive a credit representing the Monthly reservation charge simultaneously billed to the Replacement Shipper, minus all applicable fees described in Section 11.15 of the General Terms and Conditions. Nothing in this Section 3.2(g) relieves Shipper of its obligation to pay to Transporter the full amount of the reservation charge for any Month in which the Replacement Shipper fails to pay all or any portion of the Replacement Reservation Charge.

3.3 Discounted Rates

Transporter shall have the right to discount the maximum reservation rate and maximum usage rate for the service under this Rate Schedule and to charge a lower rate for some or all of the services performed under this Rate Schedule; provided, however, that in no event shall rates charged under this Rate Schedule be less than the minimum reservation rate and minimum usage rate for firm service. Transporter is not obligated to offer service at discounted rates; however, rates will not be discounted in an unduly discriminatory manner and comparable discounts will be made available to all similarly situated customers.

A Shipper with a previously negotiated rate discount limited to service at specific receipt and delivery points may request that such discounted rate apply to alternate points if Shipper chooses to release capacity or use flexible receipt and delivery points rights. There shall be a rebuttable presumption that Shipper will retain its discounted rate when utilizing such points if Transporter currently grants discounts to another Shipper receiving transportation service utilizing such points. However, Transporter can rebut this presumption by demonstrating that Shipper is not similarly situated to the Shipper receiving the discount at those points. If the discount is withheld, Shipper shall pay the higher of its contractual discounted rate or the highest discount rate being applicable to those points.

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Superseding: Original Sheet No. 224

RATE SCHEDULE HRS (cont.)
Hourly Reserve Service

On any Business Day, the request to transfer the discount must be submitted at least two hours prior to the nomination that would use the discount at alternate points. Transporter shall respond to the request within two hours of receipt; however, any request received after 4:00 p.m. Central Clock Time on any Business Day shall be responded by 9:00 a.m. Central Clock Time on the following Business Day.

3.4 Measurement Variance

Subject to the terms of Sections 3.1 and 3.2 of this Article III, reservation and usage charges shall be based on Shipper's applicable monthly Maximum Contract Demand and Delivery Point Scheduled Quantities, respectively, irrespective of whether the applicable monthly Measurement Variance Factor is positive or negative. Shipper shall receive in-kind adjustments to Scheduled Quantities in order to account for positive and negative Measurement Variance Quantities. Transporter shall publish the applicable monthly Measurement Variance Factor on its electronic bulletin board. Such published Measurement Variance Factor will be bound by maximum and minimum percentages set forth on currently effective Sheet No. 102 of this Tariff.

3.5 Negotiated Rates

Notwithstanding any provision of Transporter's Tariff to the contrary, Transporter and Shipper may mutually agree in writing to rates, rate components, charges, or credits for service under this Rate Schedule that differ from those rates, rate components, charges, or credits that are otherwise prescribed, required, established or imposed by this Rate Schedule or by any other applicable provision of Transporter's effective FERC Gas Tariff. If Transporter agrees to such negotiated rate(s), then such negotiated rate(s) shall be set forth in the Gas Transportation Contract and shall be effective only for the period agreed upon by Transporter. During such period, the negotiated rate(s) shall govern and apply to the Shipper's service and the otherwise applicable rate, rate component, charge, or credit (i.e., any reduction in rates which might otherwise apply) which the parties have agreed to replace with the negotiated rate(s), shall not apply to, or be available to, the Shipper. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Shipper, unless otherwise agreed by Transporter and Shipper.

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RATE SCHEDULE HRS (cont.)
Hourly Reserve Service

Only those rates, rate components, charges, or credits identified by Transporter and Shipper in writing as being superseded by a negotiated rate(s) shall be ineffective during the period that the negotiated rate is effective; all other rates, rate components, charges, or credits (i.e., any reduction in rates which might otherwise apply) prescribed, required, established for service under this Rate Schedule, shall remain in effect. Transporter shall make any filings with the FERC necessary to effectuate a negotiated rate(s).

4. RECEIPT AND DELIVERY POINTS

4.1 The Receipt Point(s) at which Transporter shall receive Gas for Transportation hereunder shall be those listed in Schedule 1 appended to each Gas Transportation Contract and such Schedule shall designate all of Shipper's potential Receipt Point(s) and shall further designate Shipper's Primary Receipt Point(s).

4.2 Shipper shall have the right to redesignate any points listed on Schedule 1 appended to each Gas Transportation Contract as Primary Receipt Point(s), subject to available capacity and provisions of the General Terms and Conditions. Furthermore, Shipper shall have the right to utilize all other Receipt Point(s) as Secondary Receipt Point(s), subject to available capacity and the provisions of the General Terms and Conditions.

4.3 Shipper shall have a single Primary Delivery Point listed in Schedule 2 to its Gas Transportation Contract. Shipper shall have the right to utilize all other Delivery Points as Secondary Delivery Points, except that a request for service at a Secondary Delivery Point shall be scheduled as a request for service at an uniform hour flow rate without regard to Shipper's MHQ; provided, however, that Transporter shall honor Shipper's MHQ at a Secondary Delivery Point if doing so will not interfere with the provision of any other service request on the system.

4.4 Shipper shall have the right to redesignate any point listed on Schedule 2 appended to each Gas Transportation Contract as Primary Delivery Point, subject to available capacity and the provisions of the General Terms and Conditions; provided, however, if Shipper is paying a Negotiated Rate for service under the Agreement and requests to change its Primary Delivery Point under the Agreement, then unless otherwise agreed to in writing by Shipper and Transporter the rate applicable for service to such new Primary Delivery Point shall be the maximum Recourse Rate. Furthermore, Shipper shall have the right to utilize all other Delivery Points as Secondary Delivery Points, except that a request for service at a Secondary Delivery Point shall be scheduled as a request for service at an uniform hour flow rate without regard to Shipper's MHQ; provided, however, that Transporter shall honor Shipper's MHQ at a Secondary Delivery Point if doing so will not interfere with the provision of any other service request on the system.

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RATE SCHEDULE HRS (cont.)
Hourly Reserve Service

4.5 Shipper shall elect the MHQ for Shipper's Gas at the Primary Delivery Point at the time its request for Transportation Service is submitted to Transporter pursuant to Section 3 of the General Terms and Conditions. Such election may not include more than one MHQ at a Primary Delivery Point. Such MHQ shall reflect deliveries at Maximum Hourly Flow Rates of 1/24th, 1/20th, 1/16th, 1/14th, or 1/12th of MDQ. Such election by Shipper will be set forth in the Agreement. Shipper shall have the right to utilize all other Delivery Points as Secondary Delivery Points, except that a request for service at a Secondary Delivery Point shall be scheduled as a request for service at an uniform hour flow rate without regard to Shipper's MHQ; provided, however, that Transporter shall honor Shipper's MHQ at a Secondary Delivery Point if doing so will not interfere with the provision of any other service request on the system.

5. COMMISSION AND OTHER REGULATORY FEES

Shipper will reimburse Transporter for any separately stated fees required by the Commission or any other federal or state regulatory body.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions and any revisions thereof that may be made effective from time to time hereafter shall apply to and are made a part of this Rate Schedule.

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Sheet Nos. 227 - 299 Sheet Nos. 227 - 299 : Effective

ORIGINAL SHEET NOS. 227 - 299
HAVE NOT BEEN ISSUED, BUT HAVE
BEEN RESERVED FOR FUTURE USE

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GENERAL TERMS AND CONDITIONS

TABLE OF CONTENTS

Section No.	Section Title	Sheet No.
1.	Introductory Statement	301
2.	Definitions	301
3.	Requests for Service/Credit Evaluation	310
4.	General Service Conditions	317
5.	Quality of Gas	318
6.	Measurement of Gas and Measurement Equipment	320
7.	Nominations and Scheduling	323
8.	Balancing and Penalties	332
9.	Receipt Points and Delivery Points	340
10.	Service Interruptions and Priorities	341
11.	Capacity Release	343
12.	Pregranted Abandonment and Right of First Refusal	363
13.	Interactive Internet Website	365
14.	Lateral Facilities Policy	368
15.	Billings and Payments	369
16.	Cost Reimbursements	372
17.	ACA Charge	374
18.	Warranty of Title and Possession of Gas	375
19.	Indemnity	377
20.	Liability and Remedies	378
21.	Supervening Laws and Changes by the Transporter	381
22.	Marketing Affiliate Rule	382
23.	Miscellaneous	383
24.	Compliance with WGQ Standards	385

GENERAL TERMS AND CONDITIONS

1. INTRODUCTORY STATEMENT

These General Terms and Conditions shall apply to all service rendered by Transporter and shall be considered a part of Transporter's Rate Schedules and Gas Transportation Contracts. Except as provided in Section 3.5 of each Rate Schedule, these General Terms and Conditions shall control in the event of a conflict between these General Terms and Conditions and any Gas Transportation Contract.

2. DEFINITIONS

Except where another meaning is expressly stated, the following terms shall have the following meanings when used in this Tariff and in any Gas Transportation Contract incorporating this Tariff. Whenever the singular or neuter is used the same shall be construed as meaning the plural or corporate and vice versa where the context so requires:

2.1 British Thermal Unit or BTU: shall mean the amount of heat required to raise the temperature of one pound of distilled water 1 degree Fahrenheit at 60 degrees Fahrenheit, at a constant pressure of 14.73 pounds per square inch absolute.

2.2 Business Day: shall mean the period from 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, excluding Federal banking holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

2.3 Commencement Date: shall mean the date on which service begins, as set forth in a Gas Transportation Contract, or the date on which the facilities required to enable Transporter to render service to Shipper are constructed, installed and made operational, as set forth in Transporter's initial written notice to Shipper, which shall be given at least thirty (30) Days in advance of the estimated date ("Advance Notice"), followed by a written notice to transport Shipper's Gas by Transporter ("Final Notice"), which shall be given not less than five (5) Days prior to the date on which the service shall begin, unless Shipper and Transporter mutually agree to a shorter notice period.

2.4 Cubic Foot: shall mean the volume of Gas which occupies one cubic foot when such Gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute.

2.5 Day or Daily: shall mean a period of twenty-four consecutive hours, beginning and ending at 9:00 a.m. Central Clock Time.

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Second Revised Sheet No. 302 Second Revised Sheet No. 302
Superseding: Original Sheet No. 302

GENERAL TERMS AND CONDITIONS (Continued)

2.6 Delivery Point(s): shall mean a point or points at which Transporter is authorized to make Gas available to or for the account of Shipper. With respect to any Shipper, a Delivery Point shall be either Primary or Secondary. The System Delivery Points are listed on Transporter's Interactive Internet Website.

2.7 Dth: shall mean the quantity of heat energy which is 1,000,000 British Thermal Units.

2.8 Eastern Time: shall mean Eastern Daylight Savings Time when in effect and Eastern Standard Time at all other times.

2.9 EDI: shall mean the Electronic Data Interchange as defined by then-effective standards established by the Gas Industry Standards Board and approved by the FERC.

2.10 Effective Service Period: shall mean the portion of a Year that a FT Shipper's Maximum Contract Demand is available for nomination, which shall be the entire year unless a lesser period is set forth on Schedules 1 and 2 of the FT Transportation Contract.

2.11 FERC: shall mean the Federal Energy Regulatory Commission or any successor agency having jurisdiction over this Tariff.

2.12 Force Majeure: shall mean acts of God, strikes, lockouts, sabotage, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, mudslides, lightning, snowstorms, ice storms, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage of or accident to machinery or lines of pipe, line freeze-ups, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause whatsoever, whether of the kind herein enumerated, or otherwise which is not within the control of the party claiming excuse and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming excuse. Under no circumstances will lack of funds or finances, or failure of or change in gas supply, markets or storage facilities or fields be construed to constitute Force Majeure.

2.13 Gas: shall mean natural gas of the quality specified in Section 5 herein.

2.14 Gas Transportation Contract: shall mean a contract for firm or interruptible service under this Tariff made by and between Transporter and Shipper, or by and between Transporter and a Replacement Shipper. Specifically, such term shall include the Gas Transportation Contracts for Firm Transportation Service, Interruptible Transportation Service, FT-FLEX Limited Firm Transportation Service, Hourly Reserve Service, Park and Loan Service, and Gas Transportation Contracts with replacement Shippers, the forms of which are included in this Tariff.

GENERAL TERMS AND CONDITIONS (Continued)

2.15 General Terms and Conditions: shall mean the General Terms and Conditions of this Tariff, as they may be amended from time to time.

2.16 Hour: Shall mean a period of sixty consecutive minutes beginning at the top of any hour, e.g., 9:00.

2.17 Intra-day Nomination: shall mean a Nomination submitted after the deadline which effective time is no earlier than the beginning of the gas Day and runs through the end of that gas Day. Intra-day Nominations may be used to nominate new supply or market. Shippers receiving service under any of Transporters rate schedules may make Intra-day Nomination which can be used to request increases or decreases in total flow, changes to Receipt Points, or changes to Delivery Points of scheduled gas for less than one Day. Intra-day Nominations shall be stated in daily quantities, indicating the revised total flow for the 24 hour period commencing at 9:00 am Central Clock Time, and shall include an effective date and time. Such Nominations do not replace the remainder of a standing Nomination which may extend past that gas Day.

2.18 Loan Point: shall mean the location where Transporter delivers Gas to Shipper for Loan Service.

2.19 Loaned Quantity: shall mean the quantity of Gas delivered by Transporter to Shipper at the Loan Point for loan service.

2.20 Maximum Contract Demand: shall mean the sum of the Receipt Point Maximum Daily Quantity or Quantities, as set forth in an executed Gas Transportation Contract under Rate Schedule FT.

2.21 Maximum Daily Quantity or MDQ: shall mean the maximum number of DTH (adjusted by the applicable Measurement Variance Quantity), specified in a Gas Transportation Contract in accordance with one or more Rate Schedules herein, that Transporter is obligated to transport Daily for Shipper to a specified Delivery Point or from a specified Receipt Point. Nothing in this definition is intended to conflict with WGQ Standards 1.3.15, 1.3.16, 1.3.28 and 1.3.31.

2.22 Maximum Hourly Flow Rate: shall mean the percentage of MDQ at a Primary Delivery Point that Transporter shall be obligated to deliver on behalf of Shipper on a firm basis during any hour and shall be expressed as the quotient of MHQ divided by MDQ.

2.23 Maximum Hourly Quantity or MHQ: shall mean the greatest number of Dekatherms that Transporter is obligated to deliver at a Primary Delivery Point to or on behalf of Shipper, on a firm basis, for any Hour.

2.24 Mcf: shall mean 1,000 Cubic Feet of Gas.

2.25 Measurement Variance Quantity: shall mean the product, rounded to the nearest DTH, of the applicable Measurement Variance Factor and the Receipt Point Scheduled Quantity in the case of a positive Measurement Variance Factor, or the Delivery Point Scheduled Quantity in the case of a negative Measurement Variance Factor. Nothing in this definition is intended to conflict with WGQ Standards 1.3.15, 1.3.16, 1.3.28 and 1.3.31.

2.26 Measurement Variance Factor: shall mean the applicable percentage, determined on a Monthly basis pursuant to this Section 2.26, to account for and recover lost and unaccounted-for gas on the System. The Monthly percentages shall be within the minimum and maximum percentages set forth on the currently effective Sheet Nos. 100-102 of this Tariff for the applicable Rate Schedule. At least ten (10) days prior to the beginning of each Month, Transporter will publish the Measurement Variance Factor via its Interactive Internet Website. Nothing in this definition is intended to conflict with WGQ Standards 1.3.15, 1.3.16, 1.3.28 and 1.3.31. The Monthly Measurement Variance Factor shall be calculated in the following manner:

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Second Revised Sheet No. 304 Second Revised Sheet No. 304
Superseding: Original Sheet No. 304

GENERAL TERMS AND CONDITIONS (Continued)

= [Receipts-Deliveries +/- Line Pack Change +/- Accumulated Imbalance]
[Forecasted System Deliveries For The Applicable Month]

Where:

Receipts = Actual measured quantities received by Transporter at Receipt Point(s) for transportation during the Month ending one Month prior to the applicable Month ("Measurement Month").

Deliveries = Actual measured quantities made available by Transporter at Delivery Point(s) during the Measurement Month.

Line Pack Change = The change in line pack quantities in the System that occurred during the Measurement Month.

Accumulated Imbalance = Any gas (measurement variance) which has been over or under collected during the Month(s) prior to the Measurement Month.

2.27 Month or Monthly: shall mean the period beginning at 8:00 a.m. Eastern Time on the first Day of the calendar Month and ending at 8:00 a.m. Eastern Time on the first Day of the next succeeding calendar Month.

2.28 Nomination: shall mean a transmittal by Shipper to Transporter electronically of request for receipt and/or delivery of gas for the account of the shipper for each gas Day that service is desired.

2.29 Operational Balancing Agreement: shall mean an executed agreement between Transporter and another willing, mutually agreeable, creditworthy third party that will aggregate the receipt and delivery obligations and entitlements of one or more Shipper(s) with respect to gas transportation Nominations, scheduling, dispatching, balancing and related gas receipt or delivery functions.

2.30 Operator: shall mean an entity other than Transporter, which has been designated by Transporter to operate the System.

2.31 Parking Point: shall mean the location where the Shipper delivers Gas to Transporter for parking service.

2.32 Parked Quantity: shall mean the quantity of Gas delivered by Shipper at the Parking Point for parking service.

2.33 Present Value: shall mean the value produced from the application of the following formula:

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FERC Docket: RP06-449-000

Original Sheet No. 305 Original Sheet No. 305 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

$$PV = [A (1-(1+i)^{-n})] / i$$

Where:

PV = present value of the rate

A = fraction of unit rate, such that:

A = proposed rate / maximum rate

i = Monthly equivalent of the prime rate, as published in the Wall Street Journal, plus five percent (5%)

n = term of the agreement, in Months

2.34 Primary Delivery Point(s): shall mean, with respect to any Shipper, the Delivery Point(s) set forth on Schedule 2 appended to its Gas Transportation Contract.

2.35 Primary Receipt Point(s): shall mean, with respect to any Shipper, the Receipt Point(s) set forth on Schedule 1 appended to its Gas Transportation Contract.

2.36 Rate Schedule: shall mean Rate Schedules FT, and IT under Transporter's FERC Gas Tariff, and any additional or superseding rate schedule(s).

2.37 Receipt Point(s): shall mean a point or points at which Transporter is authorized to receive Gas from or for the account of Shipper. With respect to any Shipper, a Receipt Point shall be either Primary or Secondary. The System Receipt Points are listed on Transporter's Interactive Internet Website.

2.38 Recourse Rate(s): shall mean the maximum rate, rate component, charge or credit that is available to all Shippers under this Tariff, as displayed on Sheet Nos. 100 - 102 in this Tariff.

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First Revised Sheet No. 306 First Revised Sheet No. 306 : Suspended
Superseding: Original Sheet No. 306

GENERAL TERMS AND CONDITIONS (Continued)

2.39 Seasonal or Seasonal Service: shall mean service provided pursuant to Rate Schedule FT during the consecutive monthly period of November 1 through March 31 or any portion thereof.

2.40 Scheduled Quantity (or Quantities): shall mean the quantity of Gas which is nominated Daily by Shipper for a specified Receipt or Delivery Point in accordance with a Gas Transportation Contract and the General Terms and Conditions of Transporter's Tariff; unless Transporter determines, in accordance with Section 7.4 herein, that it is unable to satisfy any part of Shipper's original Nomination. In the event of such a determination, the Scheduled Quantity shall be the lesser of: (1) the quantity of Gas reported in Transporter's response in accordance with Section 7.5(b) herein; or (2) Shipper's revised Intra-day Nomination in accordance with Section 7.5(c) herein.

2.41 Secondary Delivery Point(s): shall mean, with respect to any Shipper, the Delivery Point(s) other than the Primary Delivery Point(s).

2.42 Secondary Receipt Point(s): shall mean, with respect to any Shipper, the Receipt Point(s) other than the Primary Receipt Point(s).

2.43 Segment: shall mean any Receipt Point or Delivery Point or any portion of the System between any such points.

2.44 Segmented Capacity: a portion of a Shipper's firm capacity used for the purpose of receiving Gas at more than one Receipt Point and/or delivering Gas at more than one Delivery Point.

2.45 Shipper: shall mean any entity seeking or subscribing to service on the System pursuant to this Tariff.

2.46 Short Term: shall mean service provided pursuant to Rate Schedule FT with a term of less than one year.

2.47 System: shall mean the pipeline and appurtenant facilities of Transporter that are used in the transportation of Gas.

2.48 System Capacity: shall mean the capacity available for transportation on any Segment of the System, as determined by Transporter, to the best of its ability.

2.49 Tariff: shall mean Transporter's currently effective FERC Gas Tariff.

2.50 Timely Nomination: shall mean a Nomination for service beginning at the start of the next Day.

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Third Revised Sheet No. 306 Third Revised Sheet No. 306
Superseding: First Revised Sheet No. 306

GENERAL TERMS AND CONDITIONS (Continued)

2.39 Seasonal or Seasonal Service: shall mean service provided pursuant to Rate Schedule FT during the consecutive monthly period of November 1 through March 31 or any portion thereof.

2.40 Scheduled Quantity (or Quantities): shall mean the quantity of Gas which is nominated Daily by Shipper for a specified Receipt or Delivery Point in accordance with a Gas Transportation Contract and the General Terms and Conditions of Transporter's Tariff; unless Transporter determines, in accordance with Section 7.4 herein, that it is unable to satisfy any part of Shipper's original Nomination. In the event of such a determination, the Scheduled Quantity shall be the lesser of: (1) the quantity of Gas reported in Transporter's response in accordance with Section 7.5(b) herein; or (2) Shipper's revised Intra-day Nomination in accordance with Section 7.5(c) herein.

2.41 Secondary Delivery Point(s): shall mean, with respect to any Shipper, the Delivery Point(s) other than the Primary Delivery Point(s).

2.42 Secondary Receipt Point(s): shall mean, with respect to any Shipper, the Receipt Point(s) other than the Primary Receipt Point(s).

2.43 Segment: shall mean any Receipt Point or Delivery Point or any portion of the System between any such points.

2.44 Segmented Capacity: a portion of a Shipper's firm capacity used for the purpose of receiving Gas at more than one Receipt Point and/or delivering Gas at more than one Delivery Point. In no event shall the applicable MDQ of a contract be exceeded on any segment.

2.45 Shipper: shall mean any entity seeking or subscribing to service on the System pursuant to this Tariff.

2.46 Short Term: shall mean service provided pursuant to the Pro Forma Gas Transportation Contract for Short Term Firm Transportation Service and Rate Schedule FT with a term of less than one year.

2.47 System: shall mean the pipeline and appurtenant facilities of Transporter that are used in the transportation of Gas.

2.48 System Capacity: shall mean the capacity available for transportation on any Segment of the System, as determined by Transporter, to the best of its ability.

2.49 Tariff: shall mean Transporter's currently effective FERC Gas Tariff.

2.50 Timely Nomination: shall mean a Nomination for service beginning at the start of the next Day.

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Original Sheet No. 307 Original Sheet No. 307 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

2.50 Total Heating Value: shall mean, when applied to a Cubic Foot of Gas, the number of British Thermal Units produced by the complete combustion in a recording calorimeter at constant pressure, of the amount of Gas which would occupy a volume of one Cubic Foot at a temperature of 60 degrees Fahrenheit, with the Gas free of water vapor, and under a pressure equal to that of 30 inches of mercury at 32 degrees Fahrenheit and under a standard gravitational force (acceleration of 980.665 cm per second 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.

2.51 Transporter: shall mean Portland Natural Gas Transmission System, its successors or assignees.

2.52 Transporter Overrun Costs: shall mean the costs incurred by Transporter due to unauthorized Shipper overruns, which costs are not otherwise included in Transporter's rates. Such costs shall consist of : (a) costs incurred by Transporter to correct the effect of any tampering with or alteration of Transporter's facilities which permitted an overall overrun to occur at the affected Delivery Point and the costs incurred by Transporter to repair such facilities; (b) costs incurred by Transporter to acquire additional gas to prevent or alleviate curtailments and to reestablish appropriate operating pressure on its system; (c) penalties paid by Transporter to third parties; and(d) costs incurred by Transporter to collect overrun penalties and to administer the crediting provisions set forth in Section 8.4.

2.53 Year: shall mean any period of twelve consecutive Months.

2.54 100% Load Factor Equivalent Rate: shall mean, for any Rate Schedule, the sum of the products of: (1) the Recourse Demand Rate times the number of Months the service is Applicable each Year, and/or (2) the Recourse Usage Rate times the number of days the service is applicable each Year; divided by the number of days Transporter may schedule service under such Rate Schedule in each Year.

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First Revised Sheet No. 307 First Revised Sheet No. 307 : Suspended
Superseding: Original Sheet No. 307

GENERAL TERMS AND CONDITIONS (Continued)

2.51 Total Heating Value: shall mean, when applied to a Cubic Foot of Gas, the number of British Thermal Units produced by the complete combustion in a recording calorimeter at constant pressure, of the amount of Gas which would occupy a volume of one Cubic Foot at a temperature of 60 degrees Fahrenheit, with the Gas free of water vapor, and under a pressure equal to that of 30 inches of mercury at 32 degrees Fahrenheit and under a standard gravitational force (acceleration of 980.665 cm per second 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.

2.52 Transporter: shall mean Portland Natural Gas Transmission System, its successors or assignees.

2.53 Transporter Overrun Costs: shall mean the costs incurred by Transporter due to unauthorized Shipper overruns, which costs are not otherwise included in Transporter's rates. Such costs shall consist of : (a) costs incurred by Transporter to correct the effect of any tampering with or alteration of Transporter's facilities which permitted an overall overrun to occur at the affected Delivery Point and the costs incurred by Transporter to repair such facilities; (b) costs incurred by Transporter to acquire additional gas to prevent or alleviate curtailments and to reestablish appropriate operating pressure on its system; (c) penalties paid by Transporter to third parties; and (d) costs incurred by Transporter to collect overrun penalties and to administer the crediting provisions set forth in Section 8.4.

2.54 Year: shall mean any period of twelve consecutive Months.

2.55 100% Load Factor Equivalent Rate: shall mean, for any Rate Schedule, the sum of the products of: (1) the Recourse Demand Rate times the number of Months the service is Applicable each Year, and/or (2) the Recourse Usage Rate times the number of days the service is applicable each Year; divided by the number of days Transporter may schedule service under such Rate Schedule in each Year.

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Sheet Nos. 308 - 309 Sheet Nos. 308 - 309 : Effective

ORIGINAL SHEET NOS. 308 - 309
HAVE NOT BEEN ISSUED, BUT HAVE
BEEN RESERVED FOR FUTURE USE

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Original Sheet No. 310 Original Sheet No. 310 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

3. REQUESTS FOR SERVICE/CREDIT EVALUATION

3.1 Qualifications for Service. All Shippers requesting service must:

- (a) provide the information required by this Section 3;
- (b) complete a request for service described herein, on a form that appears hereafter in this Tariff beginning at Sheet No. 552, or on such form that is provided by Transporter;
- (c) satisfy one of the creditworthiness tests set forth in Section 3.5; and
- (d) satisfy the availability provisions of the applicable Rate Schedule.

3.2 Submission of Requests for Service. Requests for service should be directed to the following address:

Portland Natural Gas Transmission System
One Harbour Place
Portsmouth, New Hampshire 03801

3.3 Information to be Included in Request for Service.

Any request for service shall include the following:

- (a) Type of Service. A statement that Shipper is requesting service under one of Transporter's Rate Schedules, as those services are defined in those Rate Schedules.
- (b) Gas Quantities. The Maximum Daily Quantity at each Receipt and Delivery Point for which Shipper requests service, stated in DTH, and the estimated total quantities of Gas for which Shipper is requesting transportation during the term of service. The Maximum Daily Quantities at each Receipt and Delivery Point must exceed 200 DTH/Day.
- (c) Receipt/Delivery Point(s). The Receipt Point(s) and Delivery Point(s) for the requested service together with the name of the entity which will deliver the Gas to Transporter and the name of the entity to receive the Gas from Transporter.
- (d) Term. The proposed commencement and termination dates of service.
- (e) Shipper Certification. A statement by Shipper certifying:

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FERC Docket: RP06-449-000

Original Sheet No. 311 Original Sheet No. 311 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

(1) that Shipper has title or will enter into all contractual agreements necessary to acquire title to the Gas for which transportation is requested; and

(2) that Shipper has or will enter into all contractual agreements necessary to ensure that all upstream and downstream transportation is in place prior to the date on which service is requested to commence.

(f) Facilities. Identification and location of any facilities to be constructed or installed by any party which are necessary for receipt of Gas by Transporter or for delivery to and/or utilization of Gas by the Shipper or direct or indirect customers of the Shipper.

(g) Rate. Percentage of the maximum effective rate under the applicable Rate Schedule which Shipper is willing to pay or a negotiated rate which Shipper is willing to pay. Transporter shall not be obligated to accept any bid or execute a Gas Transportation Contract at a rate less than the maximum rate allowable under such Rate Schedule(s) or effective tariff sheet. Agents. Shipper shall identify all parties whom Shipper intends to act as its agent, and shall provide Transporter with sufficient information, as requested, to verify that such agent is authorized, willing and able to act in that capacity. Changes in agent designation shall be submitted by Shipper to Transporter in a fashion similar to original requests for service.

3.4 Credit Information.

(a) General. At Transporter's request, Shipper shall provide the following information to Transporter, for evaluation of such Shipper's creditworthiness:

(1) A complete set of its most recent audited financial statements and interim financial statements since audit date, most recent annual report, all filings with the Securities and Exchange Commission within the past twelve (12) Months, including the most recent Forms 10-K and 10-Q, and applicable annual filings with other regulatory agencies. If audited financial statements are unavailable, Shipper shall provide the most recent unaudited financial statement along with an attestation by its Chief Financial Officer that the information reflected in the unaudited statements is a true, current and fair representation of the Shipper's financial position.

GENERAL TERMS AND CONDITIONS (Continued)

(2) If Shipper is part of a consolidated group a copy of such consolidated group's most recent annual and quarterly interim financial statements, audited (if available).

(3) A list of all corporate affiliates, parent companies and subsidiaries.

(4) Any available reports from credit rating and bond rating agencies.

(5) The most recent rating of Shipper's long-term unsecured debt securities, by Standard Poor's Corporation, Dominion Bond Rating Service, or Moody's Investor Service.

(6) A bank reference and at least three (3) trade references.

(7) A statement of the legal composition of the business (i.e., corporation, limited partnership, etc.).

(8) A statement of the length of time the business has been in operation.

(9) Verification that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidations or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. In the event that Shipper is a debtor in possession operating under Chapter 11 of the Federal Bankruptcy Act, Shipper shall so state. In such event, Shipper's request for service shall be contingent upon Shipper also providing adequate assurance that the billing will be paid promptly as a cost of administration under the federal court's jurisdiction.

(10) Verification that Shipper is not subject to the uncertainty of pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition, which could cause a condition of insolvency, or the inability to exist as an ongoing business entity.

(11) Verification that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the Shipper's ability to remain solvent.

GENERAL TERMS AND CONDITIONS (Continued)

(b) Rated Shippers. Any Shipper that is requesting creditworthiness approval under Section 3.5(a) shall provide evidence of the credit rating of such firm's long-term unsecured debt securities.

(c) Prepayment/Letter of Credit Shippers. Any Shipper that is requesting creditworthiness approval under Section 3.5(b) shall provide either:

(1) in the case of prepayment, evidence that Shipper has the funds readily available to make the prepayment in the amount required by Section 3.5(b); or

(2) in the case of a letter of credit,

(A) a written commitment from the proposed issuer together with a copy of the form of sight draft and letter of credit proposed to be issued; and

(B) information supporting the rating of the proposed issuer's long-term unsecured debt securities.

(d) Guarantee/Other Form of Security Shippers. Any Shipper that is requesting creditworthiness approval under Section 3.5(c) shall provide either:

(1) in the case of a guarantee, the information described in Section 3.5(a) herein, with respect to the proposed guarantor; or

(2) in the case some other form of security is offered, a written description of the form of security offered by the Shipper, together with a written explanation as to why the security should be accepted in lieu of a guarantee or letter of credit, and such other information as shall support Shipper's request for creditworthiness approval.

(e) Other Information. Shipper shall also provide such other information as Transporter shall request.

3.5 Credit Evaluation. For purposes herein, the determination of Shipper's creditworthiness shall be based upon:

(a) Shipper's long-term unsecured debt securities, at the time it enters into a Gas Transportation Contract (or a precedent agreement therefor) or Park and Loan Service Contract and throughout the term thereof, are rated BBB or better by Standard & Poor's Corporation, BBB or better by Dominion Bond Rating Service or Baa2 or better by Moody's Investor Service; or

GENERAL TERMS AND CONDITIONS (Continued)

(b) for a Shipper requesting service under Rate Schedule FT, the Shipper prepays for service, or provides an irrevocable standby letter of credit which meets the standards set forth in Section 3.6 herein, to secure payment of an amount equal to:

(1) the sum of the Monthly reservation charges applicable to the proposed service for a three-Month period; plus

(2) the usage charges applicable to the proposed service for a three-Month period; or

(c) for a Shipper requesting service under Rate Schedule IT, the Shipper prepays for service, or provides an irrevocable standby letter of credit which meets the standards set forth in Section 3.6 herein, for an amount equal to the usage charge applicable to the proposed service for a three-Month period; or

(d) for a Shipper requesting service pursuant to Rate Schedule FT the Shipper provides a guarantee or other form of security, from an entity which meets the creditworthiness standards set forth in Section 3.5(a) herein, to secure payment of an amount equal to:

(1) the sum of the Monthly reservation charges applicable to the proposed service for a three-Month period; plus

(2) the usage charges applicable to the proposed service for a three-Month period; or

(e) for a Shipper requesting service pursuant to the Rate Schedule IT, the Shipper provides a guarantee or other form of security to secure payment of an amount equal to the usage charge applicable to the proposed service for a three-Month period, such guarantee or other security to be provided by an entity which meets the creditworthiness standards set forth in Section 3.5(a) herein.

(f) for a Shipper requesting service pursuant to Rate Schedule PAL, the Shipper provides a guarantee (such guarantee or other security to be provided by an entity which meets the creditworthiness standards set forth in Section 3.5(a) herein), or an irrevocable standby letter of credit which meets the standards set forth in Section 3.6 herein, or other form of security acceptable to Transporter to secure payment of an amount equal to the higher of (1) the usage rate applicable to the proposed service for a three-Month period, or (2) the Maximum Loaned Quantity requested by Shipper for a ninety day period at the price of gas listed in Gas Daily for Tennessee Gas Pipeline's Zone 6.

3.6 Letters of Credit. Any letter of credit submitted pursuant to Section 3.5 herein shall:

(a) be an irrevocable standby letter of credit in favor of Transporter, in such form as may reasonably be approved by Transporter, issued by a commercial bank or financial institution located in the United States or Canada whose long-term

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Original Sheet No. 315 Original Sheet No. 315 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

unsecured debt securities are rated A or better by Standard & Poor's Corporation, A or better by Dominion Bond Rating Service or A2 or better by Moody's Investor Service, Inc.; and with an expiration date not earlier than one (1) Year from the date of issuance; and

(b) be held by Transporter as security for payment of all amounts due under the Gas Transportation Contract, and shall be drawn upon by Transporter, upon Transporter's determination that either:

(1) Shipper has breached its obligations under the Gas Transportation Contract and Shipper has failed to cure within five (5) days of Transporter giving notice of said breach; or

(2) if such letter of credit expires prior to the expiration date of the Gas Transportation Contract, and Shipper does not provide a replacement letter of credit meeting the requirements of this Section 3 at least thirty (30) days prior to the expiration of the issued letter of credit.

3.7 Shipper Insolvency or Failure to Demonstrate Creditworthiness.

(a) Transporter shall not be required to perform or to continue service for or on behalf of any Shipper which is or has become insolvent or who, at Transporter's request, fails within five (5) Days to demonstrate creditworthiness as defined in Section 3.5 herein. In the event a Shipper which has previously qualified as creditworthy becomes insolvent or can no longer demonstrate creditworthiness, Transporter shall provide service under the applicable Rate Schedule for such Shipper if Shipper prepays for such service or furnishes good and sufficient security, as determined by Transporter in its reasonable discretion, in an amount equal to:

(1) the usage charges applicable to the proposed service for a three-Month period; plus

(2) the sum of the Monthly reservation charges (if any) applicable to the proposed service for a three-Month period.

In the event that usage charges are prepaid, Transporter shall upon termination of service refund to Shipper any amount exceeding an amount equal to the applicable usage rate multiplied by the Scheduled Quantity, less any applicable penalties.

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Original Sheet No. 316 Original Sheet No. 316 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

(b) Except as provided in Section 15.4 and Section 20.6 herein, Transporter shall seek appropriate authorization from the FERC prior to termination of service for any Shipper that fails to demonstrate creditworthiness or has become insolvent. For purposes herein, the insolvency of a Shipper shall be evidenced by the filing by Shipper, or its parent, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging Shipper or its parent bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Shipper, or its parent, under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official of Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of at least sixty (60) consecutive Days.

3.8 Validation of Service Request. Each request for firm service shall be evaluated by Transporter to determine Shipper's creditworthiness, whether there is adequate System Capacity to fulfill the request, and whether the request is compatible with the System's operating conditions. Transporter may require any additional information necessary to process the request for service, consistent with all applicable rules, regulations, or orders of the FERC or other regulatory authority having jurisdiction. After validation of the information submitted by Shipper in support of a request for service, Transporter shall notify Shipper in writing.

3.9 Pre-qualification for Creditworthiness. Any prospective bidder for capacity on the System may, but is not required to, apply to establish creditworthiness prior to submitting a bid for capacity. To pre-qualify, a prospective bidder must submit to Transporter a request for pre-qualification for creditworthiness that includes the information specified in Section 3.4 herein. Transporter will evaluate the prospective bidder's creditworthiness in accordance with the provisions of this Section 3, advise the prospective bidder of the results of its credit evaluation, and establish a list of all pre-qualified bidders. To remain on this list, a prospective bidder must update the information required by Section 3.4 herein on an annual basis. Based on a subsequent review of the prospective bidder's financial status, Transporter may delete a pre-qualified bidder from its list of pre-qualified bidders or may amend that list with respect to any limitations on credit. All of the provisions of this Section 3 involving creditworthiness shall continue to remain applicable to prospective bidders who pre-qualify under this provision.

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GENERAL TERMS AND CONDITIONS (Continued)

4. GENERAL SERVICE CONDITIONS

4.1 Facilities to be in Place Prior to Request. Transporter shall not be required to render service on behalf of any Shipper in the event that all facilities necessary to render such service do not exist at the time such service is requested.

4.2 Shipper to Comply with all Terms. Transporter shall not be required to render service on behalf of any Shipper which on any Day fails to comply with any or all of the terms of the Gas Transportation Contract(s), the applicable Rate Schedule, or the General Terms and Conditions, provided, however, that prior to stopping service to a Shipper, Transporter shall notify the Shipper in accordance with the notice procedure outlined in Section 23.4 herein.

4.3 Form of Agreement. Transporter and Shipper shall execute a Gas Transportation Contract covering the service contemplated. The executed Gas Transportation Contract and any applicable schedules, exhibits and attachments, together with the General Terms and Conditions and applicable Rate Schedules, shall constitute the entire agreement between the parties for service provided therein and shall be modified only by written amendment.

4.4 Order of Discounts. To the extent Transporter discounts the rates applicable for service under any Gas Transportation Contract under Rate Schedules in Transporter's FERC Gas Tariff, the amount of any such discount shall be accounted for as a reduction of maximum rates in the following sequence to the extent any of the following components are included in the maximum rate. The first item discounted shall be trackable rate components (other than the ACA charges), if any, to the extent not otherwise agreed to in approved settlements then followed by the base rate (maximum less minimum rate and excluding the trackable rate components cited above.)

GENERAL TERMS AND CONDITIONS (Continued)

5. QUALITY OF GAS

5.1 Heating Value. The Gas to be delivered to Transporter at the Receipt Point(s) and made available to or on behalf of Shipper at the Delivery Point(s) under this Tariff shall be Gas having a Total Heating Value of not less than 967 BTU per Cubic Foot, and not more than 1100 BTU per Cubic Foot, unless Transporter and Shipper otherwise agree.

5.2 Freedom from Objectionable Matter. The Gas to be made available to Transporter at the Receipt Point(s) and made available to or on behalf of Shipper at the Delivery Point(s) under this Tariff shall be commercially free (at prevailing pressure and temperature) from objectionable odors, dust and other solid, liquid or gas matters which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows, and shall not contain levels of the following contaminants higher than specified below:

(a) Sulfur/Hydrogen Sulfide

Not more than twenty (20) grains of total sulfur nor more than one-fourth (1/4) grain of hydrogen sulfide per one hundred (100) Cubic Feet;

(b) Oxygen

Not more than two-tenths of one percent (0.2%) by volume of oxygen, and Shipper shall make every reasonable effort to keep the Gas free of oxygen;

(c) Carbon Dioxide and Nitrogen

Not more than four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide component shall not exceed three percent (3%) by volume;

(d) Water

Shall not contain more than seven pounds (7 lbs.) of water per MMcf.

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FERC Docket: RP06-449-000

Original Sheet No. 319 Original Sheet No. 319 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

5.3 Temperature. The Gas to be made available to Transporter at the Receipt Point(s) and made available to or on behalf of Shipper at the Delivery Point(s) under this Tariff shall have a temperature of not more than one hundred twenty (120) degrees Fahrenheit.

5.4 Failure to Conform to Specifications. If the Gas offered to be made available to Transporter at the Receipt Point(s) or made available to or on behalf of Shipper at the Delivery Point(s) shall fail at any time to conform to any of the specifications set forth in Sections 5.1, 5.2, or 5.3, then the party receiving such Gas (the "receiving party") shall notify the other party (the "tendering party") of such deficiency and thereupon the receiving party may at its option refuse to accept such Gas pending correction by the tendering party. Upon the tendering party's failure promptly to remedy any deficiency, the receiving party may accept such Gas and may make changes necessary to bring such Gas into conformity with such specifications, and the tendering party shall reimburse the receiving party for any reasonable expense incurred by it in effecting such changes. In no event shall the failure of any Gas offered for delivery to Transporter by Shipper or for Shipper's account to conform to any of the specifications set forth in Sections 5.1, 5.2 or 5.3 relieve Shipper of Shipper's obligation to pay all applicable reservation and/or usage charges. Further, Shipper shall reimburse Transporter for all expenses incurred in repairing injuries to Transporter's facilities resulting from Transporter's receipt of Gas for the account of Shipper which does not conform to the specifications set forth in Sections 5.1, 5.2 and 5.3 and, notwithstanding the provisions of Sections 19 and 20, shall indemnify and save harmless Transporter against any claims for damages arising from such failure to conform to these specifications.

GENERAL TERMS AND CONDITIONS (Continued)

6. MEASUREMENT OF GAS AND MEASUREMENT EQUIPMENT

6.1 The volume and the Total Heating Value of the Gas made available to Transporter at the Receipt Point(s) and made available to or on behalf of Shipper at the Delivery Point(s) shall be determined as follows:

(a) Unit of Measurement. The unit of Gas, for the purpose of measurement, shall be one (1) Mcf.

(b) Heating Value per Cubic Foot. The Total Heating Value of the Gas per Cubic Foot shall be determined for any Month by taking the weighted average of the heating values as recorded each Day by an on-line gas chromatograph or as determined by chromatographic analysis of a sample of Gas collected Daily during the Month, or any other method mutually agreed upon by Shipper and Transporter.

(c) Determination of DTH Delivered. The DTH delivered shall be determined by multiplying the Mcf delivered by the ratio of the BTU per Cubic Foot delivered to 1,000. For purposes of this determination, the specific gravity (relative density) and heating value shall be determined at the same time, as described in Section 6.1(b) herein.

(d) Determination of Temperature. The temperature of the Gas passing through each meter shall be determined for any Day by the continuous use of a recording thermometer so installed that it may properly record the temperature of the Gas flowing through each meter. The arithmetical average of the temperature recorded each Day shall be used in computing Gas quantities. Where electronic gas measurement is used, live flowing temperature values shall be used.

(e) Specific Gravity. The specific gravity of the Gas shall be determined by the use of a recording gravitometer, which shall be checked by Transporter at least once each Month, or any other method mutually agreed upon by Shipper and Transporter.

(f) Deviation from Boyle's Law. The deviation of the Gas from Boyle's Law shall be determined by the use of the table of formulas published by the American Gas Association Par Research Project NX-19 corrected for carbon dioxide and nitrogen, or any superseding applicable tables or calculation methods published by the American Gas Association. Determinations of the molecular percentage of N₂ and CO₂ in the Gas shall be made within thirty (30) Days after

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Original Sheet No. 321 Original Sheet No. 321 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

the Commencement Date and with each chromatographic analysis. The molecular percentage of N₂ and CO₂ thus determined will be used to determine the super compressibility factors during the ensuing period, with corrections for specific gravity, temperature and pressure.

6.2 Measuring Station. Transporter will install, maintain and operate at its expense, at or near the Delivery Point(s), a measuring station properly equipped with meters, and other necessary measuring equipment by which the volume of Gas made available to or on behalf of Shipper shall be measured and determined in accord with this Section 6 of these General Terms and Conditions.

(a) Orifice Meters. Orifice meters, if used, shall be installed, and Gas quantities computed, in accordance with American Gas Association Report No. 3 ANSI/API 2530, Orifice Metering of Gas and Other Related Hydrocarbons, dated September 1985.

(b) Positive or Turbine Meters. Displacement or turbine meters, if used, shall be installed, and Gas quantities computed, in accordance with A.G.A. Gas Measurement Manual, Auxiliary Devices, Part No. Six, Copyright 1980; and Measurement of Gas By Turbine Meters, Transmission Measurement Committee Report No. 7, Copyright 1985.

(c) New Measurement Techniques. Upon agreement of Transporter and affected Shipper(s), electronic or other types of flow computers or any new Gas measurement technique or method may be installed by Transporter, and quantities of Gas shall be calculated in accordance with generally accepted industry practices.

6.3 Check Measuring Equipment. Shipper may install, maintain and operate, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Transporter's measuring equipment at or near any Delivery Point.

6.4 Right to be Present. Transporter and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of Gas under any Gas Transportation Contract. The records from such measuring equipment shall remain the property of the owner of the measuring equipment, but upon request each will submit to the other its records and charts, together with calculations therefor, for inspection and verification, subject to return within thirty (30) Days after receipt thereof.

GENERAL TERMS AND CONDITIONS (Continued)

6.5 Care Required. All installations of measuring equipment applying to or affecting deliveries of Gas shall be made in such manner as to permit an accurate determination of the quantity of Gas delivered and ready verification of the accuracy of measurement. Reasonable care shall be exercised by both parties in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the quantity of Gas delivered under any Gas Transportation Contract.

6.6 Calibration and Test of Meters. The accuracy of Transporter's measuring equipment shall be verified by Transporter at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Transporter shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) Day period. In the event either party shall notify the other that it desires a special test of any measuring equipment the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for, shall be borne by Shipper if the measuring equipment tested is found not to be in error in the amount which would cause an aggregate flow rate calculation greater than two percent (2%).

If, upon test, any measuring equipment, including recording calorimeters, is found to be in error, and causing a flow rate calculation error of not more than two percent (2%), previous recording of such equipment shall be considered accurate in computing deliveries of Gas, but such equipment shall be adjusted to record accurately.

If, upon test, any measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%), at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely, but in case the period is not known or agreed upon, such correction shall be for a period of the latter of one-half of the time elapsed since the date of last test, or a period of sixteen (16) Days.

6.7 Correction of Metering Errors -- Failure of Meters. In the event a meter is out of service, or registering inaccurately, the volume of Gas delivered shall be determined:

(a) by using the registration of any check meter or meters, if installed and accurately registering, provided that the check meter is of a type commonly used in the industry and has been tested and with eased on the same frequency as the meter; or, in the absence of (a);

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First Revised Sheet No. 323 First Revised Sheet No. 323
Superseding: Original Sheet No. 323

GENERAL TERMS AND CONDITIONS (Continued)

(b) by correcting the error if the percentage of error is ascertainable by calibration, tests, or mathematical calculation; or in the absence of both (a) and (b), then;

(c) by estimating the quantity of delivery on the basis of deliveries during periods under similar conditions when the meter was registering accurately.

6.8 Preservation of Metering Records. Transporter and Shipper shall each preserve for a period of at least three (3) Years all test data, charts and other similar records.

7. NOMINATIONS AND SCHEDULING

7.1 Nominations.

(a) For service requested for any Nomination period under each of Shipper's Gas Transportation Contracts, Shipper, or Shipper's agent, shall provide Transporter with the level of information required to define a Nomination as provided in WGQ Data Set 1.4.1 Version 1.8, as required by the Commission in 18 C.F.R. Section 284.12(a) in accordance with Order No. 587-T issued February 24, 2009. Transporter shall provide, upon request, an indication of which data elements it is using and what it is using them for. Such Nominations are to be provided to Transporter under the timeline set forth in Section 7.2 via EDI. All such transmissions for Nomination purposes shall comply with all format and protocol requirements specified by the applicable trading partner agreement. Nominations may be sent to Transporter for each Nomination cycle described in Section 7.2 either in hard copy or facsimile not later than one hour prior to the applicable Nomination receipt deadline.

Nominations for Park and Loan Service under Rate Schedule PAL may only be made by entities that are party to a Park and Loan Service Contract with Transporter. Such nominations can be made on Transporter's Interactive Internet Website consistent with Rate Schedule PAL.

All Nominations shall be considered original Nominations and must be replaced to be changed. When a Nomination for a date range is received, each day within the range is considered an original Nomination. When a subsequent Nomination is received for one or more days within that range, the previous Nomination is superseded by the subsequent Nomination only to the extent of the days specified. The days of the previous Nomination outside the range of the subsequent Nomination are unaffected. Nominations have a prospective effect only.

Transporter shall support a seven-days-a-week, twenty-four-hours-a-day Nomination process. Personnel may be reached by beeper after normal business hours.

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Original Sheet No. 324 Original Sheet No. 324 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

All Nominations should include Shipper defined begin dates and end dates. All Nominations, excluding Intra-day Nominations, should have roll-over options.

7.2 Nomination Cycles.

The following are the standard Nomination cycles:

(i) The Timely Nomination Cycle: 11:30 am for Nominations leaving control of the nominating party; 11:45 am for receipt of Nomination by Transporter (including from Title Transfer Tracking Service Providers (TTTSPs)) ; noon to send quick response; 3:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of Scheduled Quantities by Shipper and point operators (all times Central Clock Time on the Day prior to gas flow).

(ii) The Evening Nomination Cycle: 6:00 p.m. for Nominations leaving control of the nominating party; 6:15 p.m. for receipt of Nominations by Transporter (including from TTTSPs); 6:30 p.m. to send quick response; 9:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 p.m. for Transporter to provide Scheduled Quantities to affected shippers and point operators and to provide Scheduled Quantities to bumped parties (notice to bumped parties), (all times Central Clock Time on the Day prior to gas flow). Scheduled Quantities resulting from an evening Nomination that does not cause another Shipper on Transporter's service to receive notice that it is being bumped should be effective at 9:00 am Central Clock Time on the gas Day; and when an evening Nomination causes another Shipper on Transporter's service to receive notice that it is being bumped, the Scheduled Quantities should be effective at 9:00 am Central Clock Time on the gas Day.

(iii) The Intraday-1 Nomination Cycle: 10:00 am for Nominations leaving control of the nominating party; 10:15 am for receipt of Nominations by Transporter (including from TTTSPs); 10:30 am to send quick response; 1:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 p.m. for Transporter to provide Scheduled Quantities to affected shippers and point operators and to provide Scheduled Quantities to bumped parties (notice to bumped parties), (all times listed as Central Clock Time on the Day of gas flow). Scheduled Quantities resulting from Intraday-1 Nominations should be effective at 5:00 p.m. Central Clock Time on the Day of gas flow.

(iv) The Intraday-2 Nomination Cycle: 5:00 p.m. for Nominations leaving control of the nominating party; 5:15 p.m. for receipt of Nominations by Transporter (including from TTTSPs); 5:30 p.m. to send quick response; 8:00 p.m. for receipt of completed

GENERAL TERMS AND CONDITIONS (Continued)

confirmations by Transporter from upstream and downstream connected parties; 9:00 p.m. for Transporter to provide Scheduled Quantities to affected Shippers and point operators (all listed time are Central Clock Time on the Day of gas flow). Scheduled Quantities resulting from Intraday-2 Nominations should be effective at 9:00 p.m. Central Clock Time on the Day of gas flow. Bumping is not allowed during the Intraday-2 Nomination Cycle.

7.3 Measurement Variance.

Shipper shall receive or cause the applicable Measurement Variance Quantity to be furnished in kind each Month. If necessary, Transporter shall use the applicable Measurement Variance Factor to adjust a Shipper's Scheduled Quantities, or to calculate the Measurement Variance Quantity that a Shipper may tender at the applicable Receipt Point in lieu of an adjustment to the Scheduled Quantity. In no instance shall the Measurement Variance Quantity be less than one (1) DTH.

7.4 Allocation of Capacity.

(a) On each Day Transporter shall determine with respect to all Gas Transportation Contracts:

(1) the total quantities which all Shippers have nominated to be received on that Day;

(2) the total quantities which all Shippers have nominated to be delivered on that Day; and

(3) Transporter's capacity available in each pipeline Segment to perform all of the nominated services.

(b) If due to any cause whatsoever Transporter is unable, on any Day, to satisfy all Nominations for service through any pipeline Segment pursuant to the procedures in Section 7.1 above, then Transporter shall allocate available service in the constrained Segment according to the following allocation procedure:

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 326 Original Sheet No. 326 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

(1) First, Transporter shall schedule the following service on a pro-rata basis based on Maximum Contract Demand: (1) service under Rate Schedule FT-Flex for Shippers whose nominated volumes Transporter has previously declined to schedule on 10 days during the current Month and whose current nomination is for Primary Receipt and Delivery Point(s), (2) service under Rate Schedule FT and (3) service under Rate Schedule HRS nominated at Primary Receipt and Delivery Point(s) based on evenly hourly flows at 1/24th of MDQ. For purposes of allocating mainline capacity pursuant to this paragraph, any Nomination for service at a Secondary Receipt Point located downstream of a Shipper's Primary Receipt Point, shall be treated as a Nomination for service at Shipper's Primary Receipt Point, up to the Shipper's Maximum Contract Demand at such Primary Receipt Point. For purposes of allocating mainline capacity pursuant to this paragraph, any Nominations for service at a Secondary Delivery Point located upstream of a Shipper's Primary Delivery Point, shall be treated as a Nomination for service at Shipper's Primary Delivery Point, up to the Shipper's Maximum Daily Quantity, pursuant to Section 7.10(a) herein, regardless of the contracted flow rate, at such downstream Primary Delivery Point.

(2) Second, Transporter shall schedule service under Rate Schedule HRS nominated at Primary Receipt and Delivery Points up to Shipper's MDQ and MHQ to the extent not scheduled in accordance with Paragraph 1 herein. For purposes of allocating mainline capacity pursuant to this paragraph, any Nomination for service at a Secondary Receipt Point located downstream of a Shipper's Primary Receipt Point, shall be treated as a Nomination for service at Shipper's Primary Receipt Point, up to the Shipper's Maximum Contract Demand at such Primary Receipt Point. For purposes of allocating mainline capacity pursuant to this paragraph, any Nominations for service at a Secondary Delivery Point located upstream of a Shipper's Primary Delivery Point, shall be treated as a Nomination for service at Shipper's Primary Delivery Point, up to the Shipper's Maximum Daily Quantity, pursuant to Section 7.10(a) herein, regardless of the contracted flow rate, at such downstream Primary Delivery Point. In the event Transporter has insufficient capacity to schedule all service within this priority, service shall be scheduled on a pro-rata basis based on hourly quantity nominated.

3) Third, Transporter shall schedule service under Rate Schedule FT-FLEX for Shippers whose nominated volumes Transporter has previously declined to schedule on 10 Days during the current Month and whose current nomination is for Secondary Receipt and Delivery Point(s) and Rate Schedule FT and Rate Schedule HRS at Secondary Receipt and Delivery Point(s) on a pro-rata basis based on the highest percentage of the Maximum Demand Rate for the service being provided. Shippers that are paying the same percentage of the Maximum Demand Rate for such service shall be allocated capacity on a pro rata basis. For purposes of allocating mainline capacity pursuant to this paragraph, any nomination for service at a Secondary Delivery Point, up to Shipper's Maximum Daily Quantity, shall be scheduled pursuant to Section 7.10(a) herein, regardless of the contracted flow rate.

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FERC Docket: RP06-449-000

Original Sheet No. 327 Original Sheet No. 327 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

4) Fourth, Transporter shall schedule service on the basis of the rate being paid from highest to lowest, under Rate Schedule IT, Authorized Overrun under any firm rate schedule, and Rate Schedule FT-FLEX Shippers for whom Transporter has failed to schedule nominated service less than 10 Days during the current Month. Nominations for service that are being provided at the same rate shall be scheduled on a pro-rata basis based on Daily Nominations. For purposes of this paragraph, the rate being paid under FT-FLEX shall be the Usage rate being paid.

5) Fifth, Transporter shall schedule service on a pro-rata basis under Rate Schedule PAL which is being provided at the maximum rate applicable to the service.

6) Sixth, Transporter shall schedule service on a pro-rata basis under Rate Schedule PAL on the basis of the rate being paid.

7) Seventh, Transporter shall schedule "make-up" quantities contemplated in Section 10.4 herein.

8) Eighth, Transporter shall schedule service pursuant to Article III of Gas Transportation Contracts (having an initial term of 20 years or longer) under Rate Schedule FT.

For purposes of applying the above priorities only, any Shipper paying a rate above the maximum 100% Load Factor Equivalent Rate for the Shipper's service, shall be deemed to be paying the maximum applicable rate.

GENERAL TERMS AND CONDITIONS (Continued)

Notwithstanding any other provision in this Section, with regard to service under Rate Schedule IT, Transporter reserves the right, after one (1) Business Day's notice, to subordinate service to a Shipper with respect to any service provided to that Shipper under a discounted rate or negotiated rate(s) in order to provide service to another Shipper if such subordination would result in a higher unit rate to Transporter. Transporter will afford any Shipper whose service is being subordinated pursuant to this provision an opportunity to renegotiate its Gas Transportation Contract to increase its unit rate, during the period the Shipper's service is being subordinated, to maintain its priority; provided, however, if a Shipper who is paying a discount rate or negotiated rate(s) chooses to increase the unit rate in response to the higher offer, it must do so within one (1) Business Day, and Transporter is obligated to accept any such increase that equals or exceeds the higher offer. Once Shipper exercises its right to pay the higher rate and matches or exceeds the higher offer, then it retains its priority as between Shippers requesting service at the same rate, and priority shall be determined as in paragraph (b)(3) if the maximum rate will be paid, or paragraph (b)(4) above if a rate less than the maximum rate will be paid. If Shipper is unwilling to pay the higher rate, it may not offer at a later date to pay the higher rate and reclaim its priority.

Where multiple Nominations have the same scheduling priority as determined by this Section 7.4(b), Transporter will allocate capacity by the ranking provided by Shipper in accordance with Section 7.

7.5 Scheduling.

Shipper's Nomination shall be deemed to be the Scheduled Quantity if Transporter determines, pursuant to Section 7.4 above, that adequate capacity is available to accommodate such Nomination.

(b) In the event that Transporter determines in accordance with Section 7.4 above that it is unable to accept all or any part of any Shipper's Nomination, Transporter shall advise Shipper by the time set forth in Section 7.2 for each Nomination cycle of the quantity of Gas, if any, that Transporter is prepared to make available at each Receipt and Delivery Point under each Gas Transportation Contract.

(c) Forthwith after receiving such response from Transporter, Shipper may provide an Intra-day Nomination to Transporter which shall be no greater than the available capacity for each Receipt and Delivery Point. The least of Shipper's revised Nomination, original Nomination, revised Transporter's response to that Nomination or Shipper's Intra-day Nomination for each Receipt and Delivery Point shall be deemed the Scheduled Quantity.

GENERAL TERMS AND CONDITIONS (Continued)

(d) If such revised Nomination for any Receipt or Delivery Point is not provided within the time required in Section 7.5(c) above, or if it exceeds the available capacity for any Receipt or Delivery point, then the Scheduled Quantity for such Receipt or Delivery Point shall be deemed to be the quantity of Gas reported in Transporter's response in accordance with Section 7.5(b) above.

7.6 Late Nominations, Modifications of Scheduled Quantities and Nominations by Replacement Shippers. Requests for modifications of previously scheduled service, and Nominations by Replacement Shippers which have just acquired capacity pursuant to the General Terms and Conditions, will be accommodated where such requested Nomination or modification does not interfere with operation of the System or Transporter's ability to render other scheduled service. In the event capacity remains available on the System after service has been nominated and scheduled in accordance with Sections 7.1 through 7.5 above, or capacity becomes available either due to requests from Shippers which have previously scheduled service to change such scheduled service, or due to operational or weather situations which permit Transporter to render additional service without compromising service already scheduled, Transporter will accept late Nominations for service and shall endeavor, but shall not be obligated, to provide service which implements such late Nominations.

7.7 Minimum Quantity Meterable. In no event shall Transporter be required to schedule for service a quantity of Gas which Transporter cannot meter with reasonable accuracy at the Receipt or Delivery Points for which Shipper is requesting service. If Shipper nominates a quantity of Gas which Transporter cannot meter with reasonable accuracy at the requested Receipt and/or Delivery Point(s), Transporter will promptly so inform Shipper and advise Shipper of the minimum quantity that can be metered with reasonable accuracy at the proposed Receipt and/or Delivery Point(s).

7.8 Coordination with Other Parties. Shipper shall make all necessary arrangements with other parties at or upstream of the Receipt Point(s) where Gas is delivered to Transporter by Shipper or for Shipper's account and downstream of the Delivery Point(s) where Gas is made available to Shipper, which arrangements shall be compatible with the System operations and coordinated with Transporter's dispatchers.

GENERAL TERMS AND CONDITIONS (Continued)

7.9 Shipper to Provide Information.

(a) Balancing. Prior to the first Day of each Month, Shippers shall furnish to Transporter, either electronically or in writing, Shipper's good-faith estimates of the Gas quantities Shipper intends to nominate for service on each Day of such Month. Such good-faith estimates will be used by Transporter for balancing purposes and shall not substitute for the Nomination procedures outlined above, nor shall such good-faith estimates be made available to Transporter's marketing affiliates unless the information is posted simultaneously on Transporter's Interactive Internet Website.

(b) Other. Shipper shall endeavor to provide Transporter with all information and material in the possession of or reasonably accessible to Shipper and required by Transporter to calculate and verify Shipper's Scheduled Quantity at Receipt and Delivery Point(s) each Day and to calculate and verify the Total Heating Value, the quality specifications, and Shipper's Maximum Daily Quantity at Receipt and Delivery Point(s) each Day.

7.10 Flow Rates.

(a) FT-Flex, FT, IT and PAL Receipts and Deliveries, and HRS at Secondary Delivery Points. Shipper shall deliver and receive Gas in uniform Daily quantities during any Month and in uniform hourly quantities during any Day as nearly as possible at uniform hourly flows. Any departure from uniform hourly quantities shall be allowed if mutually agreeable.

(b) HRS Receipts. Unless otherwise agreed, Shipper shall deliver, or cause to be delivered and Transporter shall receive at each Receipt Point, Gas in uniform hourly quantities during any Day.

(c) HRS Deliveries. Unless otherwise agreed, Transporter shall deliver and Shipper shall receive, or cause to be received at a specified Primary Delivery Point, Gas at up to the Maximum Hourly Flow Rate, and within Shipper's MHQ, as provided in Shipper's Agreement. Transporter shall deliver at secondary points subject to the provisions of Section 7.10(a) above and the provisions of Section 4.3 of Rate Schedule HRS.

7.11 Pooling. If requested by a Shipper or supplier on Transporter's system, Transporter will offer at least one pool. Deliveries from Receipt Points should be able to be delivered directly into at least one pool, and Delivery Points should be able to receive quantities from at least one pool, excluding non-contiguous facilities.

7.12 Confirmation

(i) With respect to the Timely Nomination/confirmation process at a Receipt or Delivery Point, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the confirmed quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the lesser of the confirmation quantity or the previously Scheduled Quantity should be the new confirmed quantity.

(ii) With respect to the processing of requests for increases during the Intra-day Nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the previously Scheduled Quantity should be the new confirmed quantity.

GENERAL TERMS AND CONDITIONS (Continued)

(iii) With respect to the processing of requests for decreases during the Intra-day Nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity should be the new confirmed quantity.

(iv) With respect to Section 7.12, if there is no response to a request for confirmation of an unsolicited confirmation response, the Transporter shall provide the Shipper with the following information to explain why the Nomination failed, as applicable:

- (1) the Transporter did not conduct the confirmation;
- (2) the Shipper is told by Transporter that the upstream confirming party did not conduct the confirmation;
- (3) the Shipper is told by Transporter that the upstream service requester did not have the gas or submit the Nomination;
- (4) the Shipper is told by Transporter that the downstream confirming party did not conduct the confirmation;
- (5) the Shipper is told by Transporter that the downstream service requester did not have the market or submit the Nomination. This information should be imparted to the Shipper on the Scheduled Quantity document.

Elapsed-prorated-scheduled quantity means that portion of the Scheduled Quantity that would have theoretically flowed up to the effective time of the Intra-day Nomination being confirmed, based upon a cumulative uniform hourly quantity for each Nomination period affected.

GENERAL TERMS AND CONDITIONS (Continued)

8. BALANCING AND PENALTIES

8.1 Daily Balancing Obligations.

(a) Transporter. To the best of its ability, Transporter shall monitor Nominations, deliveries, and receipts for each transportation transaction and, based upon available information, notify Shipper(s) of any scheduling, imbalance, or overrun problem which has occurred, or may occur unless corrective action is taken. Transporter shall not be obligated on any Day to receive from Shipper at any Receipt Point, or make available to Shipper at any Delivery Point, any quantity of Gas in excess of such Shipper's Scheduled Quantity for that Receipt or Delivery Point. Any allocation of scheduled receipt or delivery quantities due to operational conditions occurring during the gas Day shall be reported to the affected Shipper(s) within one Business Day of the end of the Day in which such allocation occurred.

(b) Shippers.

(1) Each Shipper shall ensure that each of its Scheduled Quantities on any Day does not exceed its MDQ for the applicable Primary Receipt Point or Primary Delivery Point; provided, however, that Shipper may exceed its MDQ to deliver make-up quantities when capacity is available and subject to the capacity allocation procedures of Section 7 herein. If Shipper designates Secondary Receipt and/or Delivery Point(s) on any Day, the sum of its Receipt Point Scheduled Quantities on that Day shall not exceed the sum of the MDQs specified in Schedule 1 of its Gas Transportation Contract, and the sum of its Delivery Point Scheduled Quantities shall not exceed the sum of the MDQs specified in Schedule 2 of its Gas Transportation Contract.

(2) For each Day on which Transporter receives Gas from or delivers Gas to multiple Shippers at a common Receipt or Delivery Point, and on which the total quantities received or delivered exceed or fall short of the sum of all affected Shippers' Scheduled Quantities for such Day, Shippers whose quantities are commingled at such Delivery or Receipt Point not subject to an Operational Balancing Agreement shall have the obligation to accept the pre-determined allocation method in effect for that meter for each allocation period for which the Shipper has scheduled deliveries or receipts. Transporter shall allocate quantities in accordance with Operational Balancing Agreements with the operator of the common Receipt or Delivery Point to the extent operational balancing agreements are in effect at such points.

(3) To the best of its ability, Shipper shall on a Daily basis:

GENERAL TERMS AND CONDITIONS (Continued)

(A) make available at each applicable Receipt Point a quantity of Gas equal to Shipper's Scheduled Quantity for that Receipt Point;

(B) take at each applicable Delivery Point a quantity of Gas equal to Shipper's Scheduled Quantity for that Delivery Point;

(C) maintain a balance of deliveries and receipts;

(D) upon notification by Transporter, take appropriate corrective action in accordance with the provisions of this Tariff; and

(E) coordinate with Transporter any adjustment to receipts and deliveries which is undertaken, whether or not the adjustment is undertaken pursuant to notification from Transporter.

8.2 Scheduling Penalty.

(a) Applicability. Transporter may assess against Shipper, for any day, the greater of the scheduling penalties in accordance with this Section 8.2, so long as Transporter has notified Shipper that a scheduling problem has occurred (or will occur absent corrective action having been taken by Shipper in response to a prior problem that is ongoing, for which notice was already given by Transporter to Shipper); provided, however, that Transporter shall not assess a scheduling penalty against Shipper:

(1) in the event Shipper's failure to take corrective action is caused by Force Majeure conditions as defined in Section 2 of this Tariff; or

(2) during any period an Operational Balancing Agreement is in effect at Shipper's Receipt Point and Delivery Point.

(b) Receipt Point Scheduling. If on any Day Shipper delivers a quantity of Gas to Transporter at any Receipt Point which exceeds or falls short of the Scheduled Quantity for such Receipt Point by the greater of five percent (5%) or 400 DTH, then Shipper shall pay to Transporter \$1.30 per DTH for all quantities in excess or which fall short of the Scheduled Quantity by more than the greater of five percent (5%) or 400 DTH of the Scheduled Quantity for such Receipt Point.

GENERAL TERMS AND CONDITIONS (Continued)

(c) Delivery Point Scheduling. If on any Day Shipper takes delivery of a quantity of Gas from Transporter at any Delivery Point which exceeds or falls short of the Scheduled Quantity for such Delivery Point by the greater of five percent (5%) or 400 DTH, then Shipper shall pay to Transporter \$1.30 per DTH for all quantities in excess of or which fall short of the Scheduled Quantity by more than the greater of five percent (5%) of the Scheduled Quantity or 400 DTH for such Delivery Point.

(d) Penalty Waiver. Transporter shall waive such scheduling penalties in the event that Shipper's reason for exceeding the applicable tolerance is the result of actions by Transporter or an interruption of upstream gas supply or transportation service. As to any such upstream gas supply or transportation service interruption, Shipper must furnish to Transporter all information necessary to document and quantify the dimensions of that upstream interruption.

8.3 Imbalance Penalties.

(a) Applicability. Transporter may assess against Shipper one or more imbalance penalties in accordance with this Section 8.3, so long as Transporter has notified Shipper that an imbalance has occurred (or will occur, absent corrective action having been taken by Shipper in response to a prior problem that is ongoing, for which notice was already given by Transporter to Shipper); provided, however, that Transporter shall not assess a Daily or Monthly imbalance penalty against Shipper:

(1) in the event Shipper's failure to take corrective action is caused by Force Majeure conditions as defined in Section 2 of this Tariff; or

(2) during any period an Operational Balancing Agreement is in effect at Shipper's Receipt Point and Delivery Point.

In addition, Transporter shall not assess a Monthly imbalance penalty against Shipper if, upon receiving Transporter's notification of an imbalance situation, Shipper takes action, in coordination with Transporter, which corrects such imbalance within thirty (30) days of notification.

GENERAL TERMS AND CONDITIONS (Continued)

(b) Daily Balancing. If on any Day the quantities of Gas Shipper delivers to Transporter at the Receipt Point(s) ("Receipts") (adjusted by the applicable Measurement Variance Quantity) are in excess of or deficient by the greater of five percent (5%) or 400 DTH of the quantities of Gas taken by Shipper at the Delivery Point(s), Transporter shall provide Shipper with notification, within such period of time as reasonably required by Transporter to protect the integrity of its System, to initiate corrective action. In the event Shipper fails to initiate during the next available timely nomination cycle the corrective action as advised by Transporter, Transporter may charge Shipper \$1.30 per DTH for any receipts which are in excess or deficient by the greater of five percent (5%) or 400 DTH of deliveries. Shipper shall have 30 Days after notification to reduce the cumulative imbalance to zero.

(c) Monthly Balancing.

(1) At least seven (7) Days prior to the end of each Month Transporter shall notify Shipper if it appears that Receipts (adjusted by the applicable Measurement Variance Quantity) will be in excess of or deficient by two percent (2%) or more of deliveries. Transporter may charge Shipper \$1.30 per DTH for any Receipts (adjusted by the applicable Measurement Variance Quantity) which are in excess of or deficient by two percent (2%) of deliveries, if:

(A) within one (1) Business Day after Transporter's notification, Shipper fails to come to an agreement with Transporter upon the appropriate corrective action to be implemented;

(B) Shipper fails to implement the agreed-upon corrective action; and/or

(C) such corrective action fails to reduce the cumulative balance to zero within 30 days after Transporter's notification.

(2) Imbalances for any Month that become apparent after the time for notice has expired shall be considered as an imbalance for the Month following the Month in which the imbalance became apparent.

(3) In any Month in which Shipper may be liable for both Daily and Monthly imbalance penalties, the sum of the excess and deficiency quantities for which Shipper has been assessed a Daily imbalance penalty shall be

GENERAL TERMS AND CONDITIONS (Continued)

deleted from excess or deficient quantities used in calculating the Monthly imbalance penalty. In calculating excess and deficient quantities, Transporter shall take into consideration make-up quantities that were used pursuant to Transporter's notification to correct any excess or deficiency in deliveries under other Gas Transportation Contracts between Transporter and Shipper.

(d) Penalty Waiver. Transporter shall waive such balancing penalties in the event that Shipper's reason for exceeding the applicable tolerance is the result of actions by Transporter or an interruption of upstream gas supply or transportation service. As to any such upstream gas supply or transportation service interruption, Shipper must furnish to Transporter all information necessary to document and quantify the dimensions of that upstream interruption.

8.4 Overrun Penalty.

(a) Applicability. Transporter may assess against Shipper one or more overrun penalties in accordance with this Section 8.4; provided, however, that during the period that an Operational Balancing Agreement is in effect at the relevant Delivery Point:

(1) overrun penalties shall apply during the periods in which operational balancing agreements are in effect at the relevant Delivery Point(s) only if: (A) there is an overall overrun at the Delivery Point and (B) such overrun causes operational difficulties or affects the integrity of the System or Transporter's ability to render scheduled service.

(2) upon giving or receiving notice of the termination of any effective Operational Balancing Agreement, Transporter shall promptly notify all Shippers via posting on its electronic bulletin board, and will provide written notification of the giving or receiving of such notice to the affected shippers by fax or overnight mail.

(b) Overrun Penalties. If on any Day Shipper takes delivery of a quantity of Gas from Transporter at any Delivery Point which exceeds Shipper's MDQ at such Delivery Point by two percent (2%) or more, then Shipper shall pay to Transporter \$2.50 for each Dth up to 50 Dth in excess of the

GENERAL TERMS AND CONDITIONS (Continued)

applicable MDQ, and \$25 per DTH for any additional quantity of unauthorized Daily overrun taken by Shipper at such Delivery Point.

8.5 Crediting of Penalty Revenues. In the event that Transporter assesses and collects penalties in accordance with the provisions of Sections 8.2 - 8.4, such revenues in excess of Transporter Penalty Costs (such excess revenues herein referred to as "Excess Penalty Revenues") shall be credited to the bills of firm and interruptible service Shippers who did not receive scheduled service as a result of the actions that led to penalties being assessed by Transporter. If more than one firm or interruptible service Shipper was unable to receive scheduled service, then the Excess Penalty Revenues shall be credited among such Shippers based on the ratios of the Scheduled Quantity of gas each Shipper was unable to receive under firm or interruptible service rate schedules divided by the total Scheduled Quantities of gas that all Shippers were unable to receive under such firm or interruptible service rate schedules.

Shippers entitled under this Section 8.5 to Excess Penalty Revenue Credits shall receive such credits to their invoices for the month following the month in which the later of the following events occurs:

(1) Transporter collects the associated Excess Penalty Revenues from all Shippers responsible for the actions that led to penalties being assessed by Transporter; and

(2) Transporter reasonably is able to determine the total amount of all Transporter Penalty Costs.

8.6 Automatic Waiver. If no shipper has been impeded from receiving its scheduled service, Transporter shall not impose penalties under this Section 8.

8.7 Penalty Provisions Not Exclusive. Nothing in this Section 8 shall limit Transporter's right to take such action as may be required to adjust deliveries and receipts in order to alleviate conditions which threaten the integrity of its System, nor prevent Transporter from exercising any other legal remedies which may be available.

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First Revised Sheet No. 338 First Revised Sheet No. 338
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GENERAL TERMS AND CONDITIONS (Continued)

8.8 Operational Balancing Agreements: Transporter will operate its system in a manner that will discourage and limit any instances in which the actions of one or more shippers (e.g., excess or deficient tenders of gas at Receipt Points, excess or deficient takes of gas at Delivery Points, or similarly disruptive imbalances between gas that is nominated, scheduled and transported for shippers) result in degraded service or operational conditions for other Shippers. Transporter's Scheduling, Imbalance and Overrun penalties are intended to deter such actions in situations in which the interests of an individual Shipper depart from those of the Joint interests of Transporter's entire base of Shippers. Consequently, it is Transporter's policy to mitigate such adverse operating circumstances by entering into Operational Balancing Agreements with willing, mutually agreeable, creditworthy third parties that will aggregate the receipt or delivery entitlements of two or more Shippers, with respect to gas transportation Nominations, scheduling, dispatching, balancing and related gas receipt or delivery functions. During those periods when an Operational Balancing Agreement is in effect for any Shipper's Receipt and Delivery Points, such Shipper shall not be subject to the scheduling and imbalance penalties of Sections 8.2 and 8.3 hereof.

8.9 Apportionment Practices. Shipper's respective entitlements shall be determined with reference to the reverse order of the priorities specified in Section 10.2 herein, regardless of whether the Shipper receives service under one or multiple contracts. In the absence of an Operational Balancing Agreement at a Receipt or Delivery Point, gas will be apportioned pro rata on any Day among multiple Shippers, based upon each Shipper's accepted and approved Nomination, across all applicable services.

GENERAL TERMS AND CONDITIONS (Continued)

8.10 Imbalance Trading and Netting

Imbalance Trading is available for any daily imbalance that would otherwise be resolved pursuant to Section 8.3(b) above. Transporter will allow Shippers to trade daily imbalances if the two daily imbalances offset each other in such a way that the net daily imbalance after the completion of the trade for each Shipper would be reduced to a quantity closer to zero. A Shipper may trade any daily imbalance with another Shipper, provided that the trade does not violate any notices issued by Transporter relating to operation of Transporter's system. A Shipper may net imbalances between its service agreements.

Imbalance trading may be done at any time during the gas flow month, and until the seventeenth Business Day after the end of the month. To facilitate the trading process, Transporter will, upon receipt of Shipper's authorization, post the Shipper's daily imbalance quantity on Transporter's Interactive Internet Website. Authorizations to post imbalances that are received by Transporter by 11:45 A.M. will be effective by 8 A.M. the next business day (central clock time). An authorization to post imbalances will remain in effect until cancelled by the Shipper giving the authorization. Daily imbalances previously authorized for posting will be posted as they become available, but no later than the ninth business day of the month; however, Transporter will not be required to post zero imbalances. The information posted will also identify the contract, the area where the imbalance arose and the gas day applicable to the posted daily imbalance quantity. Transporter will provide to all customers the ability to view, and upon request, download posted imbalance information.

Transporter shall enable the imbalance trading process by (i) receiving the request for imbalance trade, (ii) receiving the imbalance trade confirmation, (iii) sending the imbalance trade notification to all affected parties, and (iv) reflecting the trade prior to or on the next monthly Shipper Imbalance. When trading imbalances, the quantity to be traded must be specified. After receipt of an imbalance trade confirmation, Transporter will send the imbalance trade notification to the initiating trader and the confirming trader no later than noon (central clock time) on the next business day. Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader. Transporter shall update the Shipper's daily imbalance data to reflect any final trades of imbalance quantities no later than 9 a.m. CT on the next business day after the trade is finalized.

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GENERAL TERMS AND CONDITIONS (Continued)

9. RECEIPT POINTS AND DELIVERY POINTS

9.1 Receipt Points. The Primary Receipt Point(s) at which Transporter will receive Gas from Shipper or for Shipper's account shall be those set forth on Schedule 1 appended to the Gas Transportation Contract. Such Schedule 1 shall also set forth the Maximum Daily Quantity applicable to each Primary Receipt Point. Maximum Contract Demand is listed in Schedule 1 of Gas Transportation Contracts for firm and winter firm service. Subject to the availability of capacity, all other Receipt Points shall be available, under 18 C.F.R. Part 284 of the FERC's Regulations, as Secondary Receipt Point(s) for Shippers with Gas Transportation Contracts for firm service, subject to Section 8.1(b)(1) herein.

9.2 Additions and Deletions of Primary Receipt Points. Subject to Section 9.5 herein, the currently effective Schedule 1 appended to each Gas Transportation Contract may be revised from time to time in order to reflect additions or deletions of Primary Receipt Points, or changes in the Maximum Contract Demand or Maximum Daily Quantities applicable to Primary Receipt Points.

9.3 Delivery Points. The Primary Delivery Point(s) at which Transporter will make Gas available to or on behalf of Shipper shall be those set forth on Schedule 2 appended to the Gas Transportation Contract(s). Such Schedule 2 shall also set forth the Maximum Daily Quantity applicable to each such Primary Delivery Point. Transporter shall make deliveries at each Delivery Point as nearly as practicable at System line pressures. Subject to the availability of capacity, all other Delivery Points shall be available, under Part 284 of the FERC's Regulations, as Secondary Delivery Point(s) for Shippers receiving firm service, subject to Section 8.1(b)(1) herein.

9.4 Additions and Deletions of Primary Delivery Points. Subject to Section 9.5 herein, the currently effective Schedule 2 appended to each Gas Transportation Contract may be revised from time to time in order to reflect additions or deletions of Primary Delivery Points or changes in the Maximum Daily Quantities applicable to such Primary Delivery Points.

9.5 Primary Receipt and Delivery Points to be Added Only where Capacity Available. Shippers may add a Primary Delivery Point or Primary Receipt Point for firm service only if sufficient firm capacity is available at that point of Segment and there are no pending requests for firm service at that point or Segment.

GENERAL TERMS AND CONDITIONS (Continued)

10. SERVICE INTERRUPTIONS AND PRIORITIES

10.1 Service under this Tariff may be interrupted or curtailed for reasons of Force Majeure or other unforeseen circumstance, and Transporter shall give Shipper notice as soon as reasonably possible of such interruption or curtailment.

10.2 In the event that Force Majeure or other unforeseen circumstances require Transporter to curtail previously scheduled service through any pipeline Segment, such curtailment shall be undertaken as follows:

(a) First, Transporter shall curtail service pursuant to Article III of Gas Transportation Contracts (having an initial term of 20 years or longer) under Rate Schedule FT.

(b) Second, Transporter shall curtail "make-up" service contemplated in Section 10.4.

(c) Third, Transporter shall curtail on a pro-rata basis service under Rate Schedule PAL on the basis of the rate being paid.

(d) Fourth, Transporter shall curtail on a pro-rata basis service under rate Schedule PAL which is being provided at the maximum rate applicable to the service.

(e) Fifth, Transporter shall curtail service under Rate Schedule IT and Rate Schedule HRS Overrun on the basis of the rate being paid, from lowest to highest. Service which is being provided at the same rate shall be curtailed on a pro-rata basis based on Scheduled Quantities.

(f) Sixth, Transporter shall curtail service, on a pro-rata basis based on Scheduled Quantities, to those Shippers receiving service under Rate Schedule FT nominated at Secondary Receipt or Delivery Point(s), those Shippers receiving service under Rate Schedule HRS at Secondary Receipt or Delivery Point(s) and those Shippers receiving service under Rate Schedule FT-FLEX nominated at Secondary Receipt or Delivery Point(s).

(g) Seventh, Transporter shall curtail service, on a pro-rata basis, for Shippers receiving service under Rate Schedule HRS nominated at Primary Receipt and Delivery Point(s) for that portion of service that is above a flow rate per hour equal to 1/24 of Shipper's MDQ.

(h) Eighth, Transporter shall curtail service, on a pro-rata basis based on Scheduled Quantities, to Shippers receiving service under Rate Schedule FT nominated at Primary Receipt and Delivery Point(s), those Shippers receiving service under Rate Schedule HRS nominated at Primary Receipt and Delivery Point(s) for that portion of service that is equal to 1/24 of Shipper's MDQ, and Shippers receiving service under Rate Schedule FT-FLEX nominated at Primary Receipt and Delivery Point(s).

For purposes of applying the above priorities only, any shipper paying a rate above the maximum 100% Load Factor Equivalent Rate for the shipper's service, shall be deemed to be paying the maximum applicable rate.

GENERAL TERMS AND CONDITIONS (Continued)

10.3 Repair and Maintenance. Transporter shall have the right to interrupt or curtail service in whole or in part on all or a portion of its System from time to time to perform repair or maintenance that are non-routine in nature, and other construction or testing procedures as necessary to maintain operational capability on the System or to comply with applicable regulatory requirements. Transporter shall exercise due diligence to schedule such activity so as to minimize disruptions of service to Shippers, and shall confirm Nominations as set forth in Section 7.5(b) herein taking into account routine repair and maintenance.

(a) Annual Notices. No later than each March 31, Transporter will post on its Interactive Internet Website a projection of repair, maintenance, and other construction or testing procedures scheduled for the upcoming Year, from April 1 through March 31, which are likely to affect Transporter's capacity. Transporter may in good faith modify the projected schedule in any manner, at any time during such Year, and will provide notice of any change in the schedule as soon as possible after deciding to make such a change. Transporter will have no liability if actual activity does not conform to the projected annual schedule.

(b) Monthly Notices. At least ten (10) Days prior to the first Day of each Month, Transporter will post on its Interactive Internet Website a schedule of repair, maintenance, and other construction or testing procedures for such Month which are likely to affect System Capacity. Such notice will include an estimate of the duration of the activity. Transporter will have no liability if it must modify the schedule or perform additional unscheduled repair, maintenance and other construction or testing procedures during the Month.

10.4 Make-up Service. In the event of interruption or curtailment of service, Shipper shall be given the opportunity on a subsequent Day or Days to make up such loss of service provided that such make-up service shall not preclude or interfere with the service priorities set forth in Section 7. In no event shall Shipper be liable for duplicative charges with respect to interrupted scheduled service, for which Shipper has previously paid, which was interrupted and subsequently made up pursuant hereto.

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GENERAL TERMS AND CONDITIONS (Continued)

11. CAPACITY RELEASE

11.1 Purpose. This Section 11 sets forth the specific terms and conditions applicable to Transporter's implementation of the capacity release program, as provided by Order Nos. 636 and 636-A, 712 and 712-A, and 18 C.F.R.

11.2 Definitions. For purposes of this Section, the following definitions shall apply:

(a) Asset Manager: shall be a party that agrees to manage gas supply and transportation arrangements for another party, as a Replacement Shipper.

(b) Asset Management Arrangement: shall mean any pre-arranged release to an Asset Manager which contains a condition that the Releasing Shipper may call upon the Asset Manager to deliver gas to, or purchase gas from, the Releasing Shipper in an amount up to 100 percent of the released capacity, subject to the following conditions:

(1) For releases of one year or less, the Asset Manager's delivery or purchase obligation must apply on any day during a minimum period of the lesser of five months (or 155 days) or the term of the release.

(2) For releases of more than one year, the Asset Manager's delivery or purchase obligation must apply on any day during a minimum period of five months (or 155 days) of each twelve-month period of the release, and on five-twelfths of the days of any additional period of the release not equal to twelve months.

(c) Prearranged Replacement Shipper: shall mean a Shipper that has reached an agreement with a Releasing Shipper to acquire its released capacity prior to the time that the Releasing Shipper submits its Release Notice to Transporter in accordance with the provisions of this Section.

(d) Release Notice: shall mean the notice that a Releasing Shipper provides to Transporter in accordance with the provisions of Section 11.6 herein.

Substitute Original Sheet No. 343A Substitute Original Sheet No. 343A

GENERAL TERMS AND CONDITIONS (Continued)

(e) Releasing Shipper: shall mean any Shipper that has executed a Gas Transportation Contract for firm service and that elects to release, on a temporary or permanent basis, all or a portion of its firm capacity rights on the System to Transporter for resale by Transporter to another Shipper under the terms and conditions set forth in this Section.

(f) Replacement Reservation Charge: shall mean the reservation charge billed to the Replacement Shipper by Transporter.

(g) Replacement Shipper: shall mean any Shipper that executes a Gas Transportation Contract in the form prescribed by this Tariff, acquiring capacity rights from a Releasing Shipper.

(h) Retail Access Program: shall mean a pre-arranged release to a party which will use the released capacity to provide gas supply to retail customers pursuant to a retail access program approved by a state agency with jurisdiction over the local distribution company that provides service to such retail customers.

(i) Successful Bidder: shall mean the Shipper that Transporter determines submitted the highest bid in accordance with the criteria specified in Sections 11.9 or 11.10 herein.

11.3 Applicability. This Section is applicable to any Releasing Shipper. A Releasing Shipper shall have the right to release any portion of its firm capacity on a temporary or permanent basis, but only to the extent that the capacity so released is acquired by another party pursuant to the provisions of this Section. A Replacement Shipper may re-release firm capacity to a secondary

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Substitute First Revised Sheet No. 344 Substitute First Revised Sheet No. 344
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GENERAL TERMS AND CONDITIONS (Continued)

Replacement Shipper pursuant to the same terms and conditions that apply to a Releasing Shipper. This Section is also applicable to offers by Shippers to assume or acquire capacity pursuant to Section 11.13 herein.

11.4 Minimum and Maximum Release Provisions. The following minimum and maximum release provisions shall apply. The maximum term of any release of firm capacity shall not exceed the remaining term of Releasing Shipper's Gas Transportation Contract. Any release of capacity must be of an amount that can be reasonably accurately measured. The maximum quantity released may not exceed on a Daily basis or over the remaining term of the Replacement Shipper's Gas Transportation Contract the maximum capacity to which the Releasing Shipper has right under its Gas Transportation Contract.

11.5 Exceptions to Release Notice, Bidding and Allocation Requirements of this Section. In the following situations, the Releasing Shipper will not be required to post a Release Notice or to comply with the bidding and allocation requirements of Sections 11.6, 11.7, 11.8 and 11.9 herein:

(a) Capacity Release to Prearranged Replacement Shippers for Thirty-One (31) Days or less. If a Releasing Shipper has found a Prearranged Replacement Shipper willing to acquire released capacity for a term equal to or less than thirty-one (31) Days, the Releasing Shipper may, but need not, post a Release Notice or comply with the bidding and allocation requirements of this Section. The Releasing Shipper shall notify Transporter of the terms of the proposed release transaction in writing or via Transporter's Interactive Internet Website as soon as possible, but in any event no later than twenty-four (24) hours after it has found such Prearranged Replacement Shipper. The Releasing Shipper's Notice to Transporter shall include all information listed in Section 11.6(c)(1)-(7), as well as any other relevant terms of the proposed release transaction. If applicable, Transporter shall verify the creditworthiness of the Prearranged Replacement Shipper in accordance with this Tariff. As soon as these provisions are satisfied, Transporter shall make available a Gas Transportation Contract to the Prearranged Replacement Shipper and a Capacity Release Agreement to the Releasing Shipper, which shall then have two (2) Business Days to execute the agreements. Transporter shall post a notice describing the terms of the release transaction on Transporter's Interactive Internet Website as soon as possible, but in no event later than forty-eight (48) hours after the commencement of the release transaction.

Unless the released capacity otherwise qualifies for an exception to the capacity release notice, bidding, and allocation requirements under this Section 11.5, Releasing Shipper shall not rollover, extend or in any way continue any release subject to Section 11.5(a) until 28 days after the initial release period has ended, unless it posts a Release Notice and follows the bidding and allocation

GENERAL TERMS AND CONDITIONS (Continued)

requirements of Section 11. Nothing in the preceding sentence shall preclude a Releasing Shipper from releasing capacity on a different Segment of the pipeline, which does not utilize or overlap the Segment on which capacity previously was released, to such Prearranged Replacement Shipper during the twenty-eight (28) Day restricted period.

(b) Capacity Releases for a term greater than one year to Prearranged Replacement Shippers Offering to Pay the Maximum Rate that Transporter is Authorized to Charge. If a Releasing Shipper has found a Prearranged Replacement Shipper willing to acquire, for a term greater than one year, the full amount of the capacity released at the maximum rate Transporter is authorized to charge, the Releasing Shipper need not post a Release Notice or comply with the bidding and allocation requirements of this Section. The Releasing Shipper shall notify Transporter of the terms of the proposed release transaction in writing or via Transporter's Interactive Internet Website. The Releasing Shipper's notice to Transporter shall include all information listed in Section 11.6(c)(1)-(7), as well as any other relevant terms of the proposed release transaction. Transporter shall post notice of the terms of the proposed accepted release on its Interactive Internet Website as soon as possible, but in no event later than forty-eight (48) hours after the commencement of the release transaction, and, if applicable, will verify the creditworthiness of the Prearranged Replacement Shipper in accordance with this Tariff. As soon as these provisions are satisfied, Transporter shall make available a Gas Transportation Contract to the Prearranged Replacement Shipper and a Capacity Release Agreement to the Releasing Shipper, which shall then have two (2) Business Days to execute the agreements.

(c) Capacity Releases to a Prearranged Replacement Shipper participating in a Retail Access Program. If a Releasing Shipper has found a Prearranged Replacement Shipper acquiring capacity for a Retail Access Program, the Releasing Shipper need not post a Release Notice or comply with the bidding and allocation requirements of this Section. The Releasing Shipper shall notify Transporter of the terms of the proposed release transaction in writing or via Transporter's Interactive Internet Website. The Releasing Shipper's notice to Transporter shall include all information listed in Section 11.6(c)(1)-(7), as well as any other relevant terms of the proposed release transaction, including an indication that the release is being completed pursuant to a Retail Access Program. Transporter shall post notice of the terms of the proposed accepted release on its Interactive Internet Website as soon as possible, but in no event later than the first nomination after the release truncation commences, and will verify the creditworthiness of the Prearranged Replacement Shipper in accordance with this Tariff. As soon as these provisions are satisfied, Transporter shall make available a Gas Transportation Contract to the Prearranged Replacement Shipper and a Capacity Release Agreement to the Releasing Shipper, which shall then have two (2) Business Days to execute the agreements.

Substitute Original Sheet No. 345A Substitute Original Sheet No. 345A

GENERAL TERMS AND CONDITIONS (Continued)

(d) Capacity Releases to an Asset Manager pursuant to an Asset Management Arrangement. If a Releasing Shipper has found a Prearranged Replacement Shipper acquiring capacity pursuant to an Asset Management Arrangement, the Releasing Shipper need not post a Release Notice or comply with the bidding and allocation requirements of this Section. The Releasing Shipper shall notify Transporter of the terms of the proposed release transaction in writing or via Transporter's Interactive Internet Website. The Releasing Shipper's notice to Transporter shall include all information listed in Section 11.6(c)(1)-(7), as well as any other relevant terms of the proposed release transaction, including an indication that the release is being completed pursuant to an Asset Management Arrangement. Transporter shall post notice of the terms of the proposed accepted release on its Interactive Internet Website as soon as possible, but in no event later than the first nomination after the release truncation commences, and will verify the creditworthiness of the Prearranged Replacement Shipper in accordance with this Tariff. As soon as these provisions are satisfied, Transporter shall make available a Gas Transportation Contract to the Prearranged Replacement Shipper and a Capacity Release Agreement to the Releasing Shipper, which shall then have two (2) Business Days to execute the agreements.

(e) Emergency Capacity Releases. In the event that:

(1) Transporter has an emergency on its System, which would otherwise cause it to curtail service to one or more Shippers under Section 10 herein; or

(2) a Shipper notifies Transporter that it faces an emergency situation that requires or will require it to obtain alternative transportation capacity on the System;

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GENERAL TERMS AND CONDITIONS (Continued)

Transporter shall post notice of that emergency on its Interactive Internet Website as soon as possible. Transporter shall make all reasonable efforts to facilitate voluntary releases of capacity from one shipper to another at negotiated rates in order to remedy the emergency capacity curtailment. In the event of an emergency of which Transporter has been notified in accordance with this Section, where two Shippers have negotiated a pre-arranged agreement to release capacity to remedy the emergency, the Releasing Shipper need not post a Release Notice or comply with the bidding and allocation requirements applicable to pre-arranged transactions set forth in Sections 11.6 through 11.10 herein. The Releasing Shipper shall notify Transporter of the terms of the proposed pre-arranged release transaction in writing or via Transporter's Interactive Internet Website as soon as possible, but in no event later than twenty-four (24) hours after reaching an agreement to release capacity. The Releasing Shipper's notice to Transporter shall include all information listed in Section 11.6(c) (1)-(7), as well as any other relevant terms of the proposed release transaction. If applicable, Transporter shall verify the creditworthiness of the Prearranged Replacement Shipper in accordance with this Tariff. As soon as these provisions are satisfied, Transporter shall make available a Gas Transportation Contract to the Prearranged Replacement Shipper and a Capacity Release Agreement to the Releasing Shipper, which shall have two (2) Business Days to execute the agreements. Transporter shall post a notice describing the terms of the emergency agreement on its Interactive Internet Website as soon as possible, but in no event later than forty-eight (48) hours after the commencement of the emergency release transaction.

Shippers are encouraged to reach agreements among themselves in advance of emergencies to cover capacity releases in the event an emergency should occur. The terms of such advance agreements may be posted on Transporter's Interactive Internet Website at any time in advance of the emergency.

11.6 Notice by Releasing Shipper of its Election to Release Capacity. Any Releasing Shipper that elects to release all or a portion of its firm capacity rights shall provide Transporter with a Release Notice in writing or via Transporter's Interactive Internet Website. Any terms and conditions listed in the Release Notice must be non-discriminatory and consistent with Transporter's Tariff and the Gas Transportation Contract with the Releasing Shipper.

(a) Timeline for Capacity Releases. The capacity release timeline set forth in this Section 11.6 is applicable to all parties involved in the capacity release process; however, in accordance with WGQ Standard 5.3.1, Version 1.8, it is only applicable if:

- 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, and
- 2) there are no special terms or conditions of the release.

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First Revised Sheet No. 347 First Revised Sheet No. 347
Superseding: Original Sheet No. 347

GENERAL TERMS AND CONDITIONS (Continued)

In accordance with WGQ Standard 5.3.2, Version 1.8, the timeline for biddable releases (less than 1 year):

- Offers should be tendered by 12:00 P.M. on a Business Day;
- open season ends no later than 1 P.M. on a Business Day (evaluation period begins at 1 P.M. 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 P.M.;
- match or award is communicated by 2 P.M.;
- match response by 2:30 P.M.;
- where match required, award posting by 3 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time).

In accordance with WGQ Standard 5.3.2, Version 1.8, the timeline for biddable releases (1 year or more):

- Offers should be tendered by 12:00 P.M. four Business Days before award;
- open season ends no later than 1 P.M. on the Business Day before timely Nominations are due (open season is three Business Days);
- evaluation period begins at 1 P.M. 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 P.M.;
- match or award is communicated by 2 P.M.;
- match response by 2:30 P.M.;
- where match required, award posting by 3 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); Nomination possible beginning at the next available nomination cycle for the effective date of the contract (Central Clock Time).

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First Revised Sheet No. 348 First Revised Sheet No. 348

Superseding: Original Sheet No. 348

GENERAL TERMS AND CONDITIONS (Continued)

In accordance with WGQ Standard 5.3.2, Version 1.8, for non-biddable releases:

Timely Cycle

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

Evening Cycle

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

Intraday 1 Cycle

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

Intraday 2 Cycle

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

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GENERAL TERMS AND CONDITIONS (Continued)

(b) For all releases with a term of one year or less, and for releases with a term greater than one year where there is no Prearranged Replacement Shipper, the Release Notice shall provide the following information:

(1) the Releasing Shipper's legal name, the number of its Gas Transportation Contract, the phone number, the name(s) of the person(s) entering and authorizing the release;

(2) the maximum and minimum quantity of firm capacity that the Releasing Shipper elects to release stated in DTH per Day;

(3) the Receipt and Delivery Point(s) at which the Releasing Shipper will release capacity and the firm capacity to be released at such points;

(4) whether the capacity will be released on a firm or recallable basis, whether the recalled capacity can be reput, and the specifics of any recall rights;

(5) the requested effective date and term of the release; and

(6) whether the Releasing Shipper is willing to release such capacity for a shorter period of time and, if so, the minimum acceptable period of the release;

(7) any minimum reservation rate including all reservation-type surcharges or other requirements;

(8) whether the Releasing Shipper wishes to exclude all bidders except those that have pre-qualified under the creditworthiness provision in Section 3.9 of this Tariff;

(9) the length of time (subject to the minimum and maximum posting periods set forth in Section 11.7 herein) for which the offer to release capacity shall be placed on Transporter's Interactive Internet Website before Transporter closes the capacity bidding process;

(10) whether the Releasing Shipper requests Transporter's assistance (other than posting information on Transporter's Interactive Internet Website) in marketing the released capacity and, if so, the type of service desired;

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Substitute First Revised Sheet No. 350 Substitute First Revised Sheet No. 350
Superseding: Original Sheet No. 350

GENERAL TERMS AND CONDITIONS (Continued)

(11) any non-discriminatory, economic criteria for evaluating bids that the Releasing Shipper wishes Transporter to apply in place of the highest Present Value;

(12) any non-discriminatory method for breaking ties that the Releasing Shipper wishes Transporter to apply in place of the pro-rata allocation method set forth in Section 11.9(c) herein;

(13) the maximum reservation rate, including any reservation-type surcharges, that apply to the release (this subpart (13) is only applicable to releases with a term greater than one year);

(14) whether the Releasing Shipper is willing to accept contingent bids and, if so, the terms on which such bids will be evaluated, the time period in which the Successful Bidder must remove the contingency, and whether, or for what time period, the next highest bidder would be obligated to acquire the capacity should the winning contingent bidder exercise its option not to take the capacity;

(15) whether the Releasing Shipper will accept bids on a volumetric or one-part basis, and, if so, how it will evaluate and compare volumetric or one-part bids with other bids;

(16) the date and time the Release Notice is posted on Transporter's Interactive Internet Website; and

(17) any other special conditions for the release.

(c) If a Releasing Shipper has a Prearranged Replacement Shipper willing to acquire released capacity for a term greater than one year at a rate less than the maximum rate Transporter is authorized to charge, the Releasing Shipper's Release Notice of such prearrangement shall set forth the following information:

(1) the Releasing Shipper's legal name and DUNS number, the number of its Gas Transportation Contract, the phone number, fax number, e-mail address and the name(s) of the person(s) entering and authorizing the release;

(2) the legal name and DUNS number of the Prearranged Replacement Shipper, the phone number, fax number, e-mail address and name(s) of the contact person(s) for the Prearranged Replacement Shipper, and an indication of whether the Prearranged Replacement Shipper is an affiliate of the Releasing Shipper;

GENERAL TERMS AND CONDITIONS (Continued)

(3) the maximum and minimum quantity of firm capacity, which the Releasing Shipper elects to release stated in DTH per Day;

(4) the Receipt and Delivery Point(s) at which the Releasing Shipper will release capacity and the firm capacity to be released at such points;

(5) whether the capacity will be released on a firm or recallable basis, whether the recalled capacity can be reput and, the specifics of any recall rights;

(6) the requested effective date and term of the release;

(7) the reservation rate the Prearranged Replacement Shipper has agreed to pay, including any reservation-type surcharges, for the released capacity;

(8) the length of time (subject to the minimum and maximum posting periods set forth in Section 11.7 herein) for which the offer to release capacity shall be placed on Transporter's Interactive Internet Website before Transporter closes the capacity bidding process;

(9) any non-discriminatory, economic criteria for evaluating bids that the Releasing Shipper wishes Transporter to apply in place of the highest Present Value;

(10) any non-discriminatory method for breaking ties that the Releasing Shipper wishes Transporter to apply in place of the pro-rata allocation method set forth in Section 11.9(c) herein;

(11) the maximum reservation rate, including any reservation-type surcharges, that can be charged for the release;

(12) whether the Releasing Shipper is willing to accept contingent bids and, if so, the terms on which such bids will be evaluated, the time period in which the Successful Bidder must remove the contingency, and whether, or for what time period, the next highest bidder would be obligated to acquire the capacity should the winning contingent bidder exercise its option not to take the capacity;

(13) whether the Releasing Shipper will accept bids on a volumetric or one-part basis, and, if so, how it will evaluate and compare volumetric or one-part bids with other bids;

GENERAL TERMS AND CONDITIONS (Continued)

(14) the date and time the Release Notice is posted on Transporter's Interactive Internet Website; and

(15) all other relevant terms of the prearranged release.

(d) The Releasing Shipper may withdraw a Release Notice during the bid period, where unanticipated circumstances justify and no minimum bid has been made. Where Transporter has determined that the Release Notice contains no deficiencies, once the bidding period closes, the Release Notice shall constitute a binding offer to release capacity to a Successful Bidder(s) whose bid satisfies all the minimum terms specified in the Release Notice.

11.7 Posting of Releasing Shipper's Election to Release Capacity. All complete Release Notices submitted via Transporter's electronic bulletin board or EDI pursuant to Section 11.6 herein shall be posted on the Interactive Internet Website as soon as they are submitted unless otherwise indicated by Releasing Shipper, provided, however, that the names of Pre-Arranged Replacement Shippers shall not be posted by Transporter during the bidding period, and Transporter shall begin accepting bids immediately. Upon Transporter's receipt of a Release Notice, Transporter shall evaluate the notice to determine whether it satisfies the terms of this Section and shall notify the Releasing Shipper of any deficiencies within a minimum period of four (4) hours during one (1) or more Business Days. If there are no deficiencies, Transporter shall indicate the fact that the Release Notice contains no deficiencies on its Interactive Internet Website. If there are deficiencies, Transporter shall promptly notify the Releasing Shipper of the deficiencies and the Releasing Shipper may at any time thereafter submit a revised Release Notice. Following Transporter's determination that a Release Notice or revised Release Notice contains no deficiencies, all information relevant to the release shall remain on Transporter's Interactive Internet Website and available for bidding in accordance with the timeline specified in Section 11.6(a). All offers to release capacity by the Releasing Shipper shall be binding unless withdrawn in writing or electronically via Transporter's Interactive Internet Website or EDI.

11.8 Bidding Procedure. Immediately upon the posting of a Release Notice on Transporter's Interactive Internet Website, Transporter shall begin receiving bids for such capacity from potential Replacement Shippers. All Shippers that wish to bid on such released capacity must notify Transporter via Transporter's Interactive Internet Website or via EDI. All bids submitted shall be posted on the Interactive Internet Website as soon as they are submitted; provided, however, that the names of bidders shall not be posted by Transporter during the bidding period. Any bids received must provide the following information:

GENERAL TERMS AND CONDITIONS (Continued)

(a) the bidder's legal name, the phone number, and the name of the person entering the bid;

(b) the Releasing Shipper's legal name, and the number of the Gas Transportation Contract under which bidder desires to acquire released capacity;

(c) the capacity which the bidder wishes to acquire, stated in DTH;

(d) the Receipt and Delivery Points at which the bidder desires service;

(e) the term of the acquisition;

(f) the maximum rate bidder is willing to pay for the capacity;

(g) whether the bidder is willing to accept less than the full amount of capacity released in the event that there are two or more Successful Bidders and Transporter must pro-rate the capacity in accordance with Section 11.9(c) below; and

(h) any other terms that may be relevant.

A bidder may withdraw its bid during the bidding period, and may submit a higher bid during the bidding period, but may not submit a lower bid. Once a potential Replacement Shipper has submitted a bid, that bid shall be binding until Transporter receives a written notice or electronic notice of withdrawal. Once the bidding period closes, any bid posted on Transporter's Interactive Internet Website shall constitute a binding offer to enter into a Gas Transportation Contract for firm service, subject only to the Releasing Shipper's decision to accept a contingent bid. The bid shall be binding until: Transporter selects the Successful Bidder(s); Transporter determines that no bids satisfy the minimum terms specified in the release Notice; or the time specified by the Releasing Shipper in its Release Notice when it provides for accepting contingent bids.

11.9 Allocation of Released Capacity -- Transporter's Criteria. Unless the Releasing Shipper specifies different criteria for evaluating bids in its Release Notice in accordance with the provisions of Section 11.6 herein, release capacity will be allocated on a non-discriminatory basis consistent with the following principles:

GENERAL TERMS AND CONDITIONS (Continued)

(a) Prearranged Replacement Shipper. If, at the same time it provides its Release Notice to Transporter, the Releasing Shipper provides Transporter with notice of a prearranged agreement with a prospective Prearranged Replacement Shipper, Transporter will post notice of that arrangement on its Interactive Internet Website in accordance with the provisions of Section 11.7 herein. In accordance with the timeline specified in Section 11.6, Transporter shall evaluate all bids that satisfy the minimum terms of the Release Notice as follows:

(1) For releases with a term greater than one year, if the Prearranged Replacement Shipper's bid is the highest Present Value, rate, or net revenue, the bid methodology to be chosen by the Replacement Shipper, up to the maximum Recourse Reservation charge that Transporter is authorized to charge the Releasing Shipper, then Transporter shall select the Prearranged Replacement Shipper as the Successful Bidder.

(2) For releases with a term of one year or less, if the Prearranged Replacement Shipper's bid is the highest Present Value, rate, or net revenue, the bid methodology to be chosen by the Replacement Shipper, then Transporter shall select the Prearranged Replacement Shipper as the Successful Bidder.

In either case, if a "better offer" (i.e., an offer that meets all other minimum terms of the Release Notice while providing a higher Present Value, rate, or net revenue, the bid methodology to be chosen by the Replacement Shipper, up to the maximum Recourse Rate reservation charge Transporter is authorized to charge for releases with a term greater than one year, or, for releases with a term of one year or less, a higher rate) is received, Transporter shall post the better offer on its Interactive Internet Website, and the Prearranged Replacement Shipper shall have the opportunity to match that offer, in accordance with the timeline specified in Section 11.6. If the Prearranged Replacement Shipper matches the better offer, then Transporter shall select the Prearranged Replacement Shipper as the Successful Bidder. For releases with a term greater than one year, the Prearranged Replacement Shipper shall not be required to pay a rate higher than the maximum applicable Recourse Rate.

If the Prearranged Replacement Shipper does not match the better offer, Transporter shall select the bidder(s) that made the better offer as the Successful Bidder(s). If two or more bidders made the same better offer, then the capacity will be prorated in the manner described in Section 11.9(c) herein.

(b) No Prearranged Replacement Shipper. If Transporter receives notice of a Releasing Shipper's election to release capacity, without receiving notice of a Prearranged Replacement Shipper, Transporter shall post that notice on its Interactive Internet Website in accordance with the provisions of Section 11.7 herein. Within one (1) Business Day of the end of the bidding period, Transporter shall evaluate all bids that satisfy the minimum terms of the Release Notice. The bid providing the highest Present Value, rate, or net revenue, the bid methodology to be chosen by the Replacement Shipper, up to the maximum Recourse Rate reservation charge that Transporter is authorized to charge for releases with a term greater than one year only, or, a higher rate for capacity releases with terms of one year or less, while meeting all other minimum terms of the Release Notice, will be selected as the best bid. If two or more bidders made bids that provide the same highest Present Value, then the capacity will be prorated in the manner described in Section 11.9(c) herein.

GENERAL TERMS AND CONDITIONS (Continued)

(c) Two or More Bids with the Same Highest Present Value, Rate, or Net Revenue. In the event two or more bids provide the same highest present value, rate, or net revenue, the bid methodology to be chosen by the Replacement Shipper, the Releasing Shipper has not specified a different method for breaking ties, and none of those successful bids states that the bidder is unwilling to accept proration of the released capacity in the event of a tie, the capacity released will be prorated among the Successful Bidders as follows:

(1) If all successful bids are for the full amount of released capacity, the released capacity will be allocated pro-rata to the Successful Bidders; and

(2) If any or all successful bids are for less than the full amount of released capacity, then the released capacity will be awarded, best bid first, until all offered capacity is awarded, conditioned upon the bids meeting the minimum terms of the Release Notice.

In the event that any Successful Bidder has stated in its bid that it is unwilling to accept a prorated part of the release capacity in the event of a tie; or fails to satisfy the criteria set forth in Section 11.11 herein; then the uncommitted capacity will be allocated to the other Successful Bidder(s) in accordance with the applicable proration procedures.

(d) Failure to Execute a Gas Transportation Contract for Firm Service. In the event the Successful Bidder fails to execute a Gas Transportation Contract for firm service within the time frame set forth in Section 11.12, and the Releasing Shipper does not at that time withdraw the Release Notice, Transporter will offer the released capacity to the bidder(s) who submitted the next highest bid(s) in accordance with the criteria specified in Section 11.9 or 11.10 herein, while meeting all other minimum terms of the Release Notice.

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GENERAL TERMS AND CONDITIONS (Continued)

11.10 Allocation of Released Capacity -- Releasing Shipper's Criteria. When the Releasing Shipper's criteria for evaluating bids or breaking ties are used in place of the bid evaluation or tie-breaking procedures specified in Section 11.9, Transporter shall use Releasing Shipper's criteria to evaluate and rank all bids and will select the Successful Bidder.

11.11 Criteria for Transporter's Tender of a Gas Transportation Contract. All Successful Bidders shall be subject to the credit evaluation procedures provided in Section 3 of this Tariff. Transporter shall have no obligation to make available a Gas Transportation Contract to a Successful Bidder unless the Transporter has verified the creditworthiness of such bidder in accordance with the provisions of Section 3. Transporter shall verify the creditworthiness of a Successful Bidder within one (1) Business Day of receipt of all information required by Section 3.4 of this Tariff. In the event that information about the Successful Bidder's credit is not available within eight (8) hours of its selection as the Successful Bidder, and the Releasing Shipper does not at that time withdraw the Releasing Notice, Transporter will offer the released capacity to the bidder(s) who submitted the next highest bid(s) in accordance with the criteria specified in Sections 11.9 or 11.10 herein while meeting all other minimum terms of the Release Notice.

11.12 Procedure upon Selection of Successful Bidder(s). In accordance with the timeline specified in Section 11.6, Transporter shall

(a) notify the Releasing Shipper of the Successful Bidder(s);

(b) post the successful bid(s), including the name of the Successful Bidder, on its Interactive Internet Website; and

(c) if applicable, verify the creditworthiness of the Successful Bidder(s) in accordance with the provisions of Sections 11.3 and 11.11 herein.

As soon as the criteria for Transporter's tender of a Gas Transportation Contract to a Successful Bidder are satisfied in accordance with the provisions of Section 11.11 herein, Transporter shall make available a Gas Transportation Contract to the Successful Bidder(s) and a Capacity Release Agreement to the Releasing Shipper. The Releasing Shipper and the Successful Bidder(s) shall then have two (2) Business Days to execute such agreements.

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GENERAL TERMS AND CONDITIONS (Continued)

11.13 Offers to Assume or Acquire Capacity. Any Shipper that wishes to assume or acquire capacity on the System may request Transporter to post a notice of its offer to acquire capacity on Transporter's Interactive Internet Website. The offering Shipper shall provide Transporter with the following information about its offer to purchase capacity:

- (a) the offering Shipper's legal name;
- (b) the amount of firm Daily capacity sought stated in DTH;
- (c) the Receipt and Delivery Point(s) desired;
- (d) the proposed effective date and term of the proposed capacity release transaction;
- (e) the maximum rate acceptable;
- (f) the length of time the Notice should remain on Transporter's Interactive Internet Website; and
- (g) any other relevant terms.

Within one (1) Business Day, Transporter shall determine whether the offer to acquire capacity is consistent with the terms of this Tariff and Transporter's Gas Transportation Contracts, and, if there are no deficiencies, shall post notice of the offer to acquire capacity on its electronic bulletin board for the length of time specified by the offering Shipper, up to a maximum of eight (8) weeks. If this notice results in an agreement to assign capacity, the provisions of this Section relating to capacity releases to Prearranged Replacement Shippers shall apply.

11.14 Rates.

- (a) The rate charged for any released firm capacity with a release term of greater than one year shall be the rate set forth in the Gas Transportation Contract entered into between Transporter and the Replacement Shipper, but in no event more than the sum of Transporter's currently effective maximum Recourse Rate reservation charge and usage charge under the applicable Rate Schedule plus any fees and/or charges that would have been paid by Releasing Shipper.
- (b) The rate charged for any released firm capacity with a release term of one year or less shall be the rate set forth in the Gas Transportation Contract entered into between Transporter and the Replacement Shipper. No rate limitation shall apply to any capacity releases with terms of one year or less.
- (c) A Replacement Shipper will not be charged for any

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Substitute First Revised Sheet No. 358 Substitute First Revised Sheet No. 358
Superseding: Original Sheet No. 358

GENERAL TERMS AND CONDITIONS (Continued)

marketing fee assessed in relation to the released capacity.

(d) Unless Transporter agrees in writing otherwise, the Releasing Shipper shall remain liable for the maximum reservation charge(s), any other fixed charges associated with the released capacity and any late charges resulting from the Replacement Shipper's failure to pay Replacement Reservation Charge(s).

(e) Bidders may bid for released firm capacity by submitting bids up to: (1) the maximum Recourse Rate reservation charge under the applicable Rate Schedule for release terms of greater than one year; or (2) any rate for capacity releases of one year or less, plus any fees and/or charges that would have been paid by Releasing Shipper.

11.15 Fees.

When a Releasing Shipper reaches an agreement with Transporter to actively market its released capacity (beyond simply posting release information on Transporter's Interactive Internet Website), the Releasing Shipper shall pay the fee for such service negotiated by Transporter and Releasing Shipper.

11.16 Replacement Shipper Billing and Payment. Transporter shall directly bill the Replacement Shipper for the released capacity it has acquired and for any other applicable charges in accordance with this Section. The Replacement Shipper shall pay the billed amounts directly to Transporter in accordance with the General Terms and Conditions (including Section 15.4 herein), and in accordance with its Gas Transportation Contract.

11.17 Releasing Shipper Crediting and Billing.

(a) Crediting. At the same time Transporter bills the Replacement Shipper pursuant to Section 11.16 herein, the Releasing Shipper shall receive a credit representing the reservation charge billed to the Replacement Shipper, minus all applicable fees described in Section 11.15 herein.

(b) Delinquency of Replacement Shipper. In the event the Replacement Shipper fails to pay its bill by the date payment is due:

GENERAL TERMS AND CONDITIONS (Continued)

(1) Transporter shall notify the Releasing Shipper of the delinquency within five (5) Business Days after payment is due; and

(2) If Replacement Shipper does not pay Transporter the amount billed within thirty (30) Days of the original billing date, the Releasing Shipper's previously granted credit shall be reversed. If a credit is reversed, interest shall be calculated in accordance with Section 154.501(d) of the FERC's Regulations, and charged to the Releasing Shipper on the amount of the credit received from the date due until paid by the Releasing Shipper.

11.18 Other Obligations of Releasing Shipper. Where capacity has been released for the entire remaining term of a Releasing Shipper's Gas Transportation Contract, the Releasing Shipper may request Transporter to amend its Gas Transportation Contract to reflect that release of capacity. Unless Transporter agrees in writing to such an amendment, which may be conditioned on exit fees or other terms and conditions, the Releasing Shipper shall remain bound by and liable for payment of the reservation charge(s) applicable to the released capacity. In the event that the Replacement Shipper(s) fails to pay any or all of the amount of its Replacement Reservation Charge(s) in a timely manner, all the terms of Section 15.4 herein with regard to nonpayment shall apply; provided, however, that Transporter and any Shipper may, in connection with their agreement to a negotiated rate under a firm transportation rate schedule, agree upon Releasing Shipper payment obligations and procedures and crediting mechanisms in the event of a capacity release that vary from or are in addition to those set forth in this Section and in Section 11.14 herein. In no event, shall any remedy under Section 15.4 relieve the Releasing Shipper from its obligations under its Gas Transportation Contract for firm service or this Tariff. In no event shall the fact that Transporter has followed the credit evaluation procedures provided in Section 3 herein release the Releasing Shipper from its obligations to pay the reservation charge(s) or its equivalent if a negotiated rate(s) is applicable to the released capacity.

11.19 Priority of Released Capacity. Capacity released under the terms of this Section shall have the same priority as the capacity held by the Releasing Shipper under its original Gas Transportation Contract, which shall include the right to Secondary Receipt and Delivery Points set forth in Section 9 herein.

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GENERAL TERMS AND CONDITIONS (Continued)

11.20 Recall of Capacity.

In accordance with WGQ Standard 5.3.44, Version 1.8, Transporter supports the following recall notification periods for all released capacity subject to recall rights.

(i) Timely Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;

(b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due (Central Clock Time);

(ii) Early Evening Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;

(b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

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First Revised Sheet No. 361 First Revised Sheet No. 361
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GENERAL TERMS AND CONDITIONS (Continued)

(iii) Evening Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
- (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

(iv) Intraday 1 Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
- (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time); and

(v) Intraday 2 Recall Notification:

- (a) A Releasing Shipper recalling capacity should provide notice of such recall to the Transporter and the first Replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 Nominations are due;
- (b) The Transporter should provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).

The recall notice provided by the Releasing Shipper must state the quantity to be recalled expressed in terms of the adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity.

11.22 Reput of Capacity

In accordance with WGQ Standard 5.3.7, Version 1.8, capacity that has been recalled by the Releasing Shipper may be reput to the Replacement Shipper. A Releasing Shipper must notify Transporter of the capacity reput by 8:00 a.m. CCT on the day the reput is to be effective.

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FERC Docket: RP06-449-000

Original Sheet No. 362 Original Sheet No. 362 : Effective

11A. SEGMENTED CAPACITY

A Shipper may segment its capacity into separate parts for its own use or for the purpose of releasing that capacity to Replacement Shippers. Transporter shall not have the obligation to schedule Shipper's firm capacity in segments if, in Transporter's discretion, scheduling such segments (whether such segments be on the mainline or on a lateral) will: (a) impair the safe operation of Transporter's system, (b) impair Transporter's ability to provide reliable service to any Shipper, or (c) result in the combined nominations of Releasing Shipper and any Replacement Shipper who has obtained all or a portion of Releasing Shipper's capacity through capacity release to exceed Releasing Shipper's MDQ for the contract with Transporter on any segment of capacity (but Transporter will schedule overlapping segmented capacity nominations when the releasing shippers' MDQ for that overlapping segment is not exceeded). A Shipper's segmented transactions may consist of a forwardhaul up to the Shipper's MDQ and a backhaul up to Shipper's MDQ to the same point at the same time.

Unless Releasing Shipper and its Replacement Shipper agree otherwise, if Releasing Shipper and its Replacement Shipper do submit combined nominations that exceed Releasing Shipper's MDQ for the contract with Transporter on any segment of capacity, then Releasing Shipper's nomination shall be scheduled first by Transporter up to the level of Releasing Shipper's MDQ, and the remaining segmented capacity, if any, shall be available for scheduling Replacement Shipper's nomination.

If Transporter does deny a Shipper's request for scheduling use of segmented capacity, Transporter must provide Shipper with an explanation of the reasons for the denial within 24 hours.

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GENERAL TERMS AND CONDITIONS (Continued)

12. PREGRANTED ABANDONMENT AND RIGHT OF FIRST REFUSAL

12.1 Notice of Contract Expiration. For each firm Gas Transportation Contract of one year duration or longer at the maximum rate, Transporter shall, six (6) Months prior to the expiration of the contract, or as soon as possible after an earlier termination, post notice of the expiration on its Interactive Internet Website and solicit bids for the capacity represented by the Gas Transportation Contract. Such notice shall be displayed on the bulletin board no less than one (1) Month. Transporter may require bidders to make assurances that offers are bona fide by making cash deposits or posting bonds or letters of credit.

12.2 Abandonment of Transportation Service. Subject to the terms of this Section 12, Transporter shall be entitled to abandon long-term (greater than twelve (12) Months) firm transportation service, as authorized by Section 284.221(d) of the Commission's Regulations, upon the termination, or the expiration of the term (including the expiration of any applicable contract extension provisions), of a long-term firm Gas Transportation Contract, and Transporter shall seek offers from competing Shippers interested in receiving such firm transportation service. If termination is caused by a failure of Shipper to perform any of the material covenants or obligations imposed upon it by the Gas Transportation Contract, Transporter shall be entitled to abandon service immediately upon termination.

12.3 Right of First Refusal. Transporter shall not be required to accept any bid at less than Transporter's maximum Recourse Rate. If Transporter receives no bids, or if Transporter receives no bids at its maximum Recourse Rate and Transporter determines not to accept any bids below the maximum Recourse Rate, Transporter shall notify the Shipper of the maximum bid received, or that no bids were received. If Transporter receives a bid at a maximum Recourse Rate, or if it accepts any bid below the maximum Recourse Rate, Transporter shall, no less than four (4) Months before the expiration of the Shipper's firm Gas Transportation Contract, or no more than four (4) Months after an earlier termination, inform Shipper of the offer to purchase capacity solicited pursuant to Section 12.1 herein that Transporter intends to accept. Transporter's

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FERC Docket: RP06-449-000

Original Sheet No. 364 Original Sheet No. 364 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

selection shall be made on a basis that is not unduly discriminatory. Shipper shall have thirty (30) Days to match the offer in terms of price, quantity and duration; provided, however, that Shipper shall not be required to pay any rate higher than the maximum applicable Recourse Rate. If the Shipper fails to match the offer presented by Transporter, Transporter shall enter into a firm Gas Transportation Contract with the person submitting the competing offer pursuant to the terms and conditions of the offer.

12.4 Iteration. Transporter shall post any matched offer below the maximum Recourse Rate on its Interactive Internet Website for an additional thirty (30) Days, during which time bids may be submitted at a higher price. Shipper again will be given an opportunity to match any higher bid. This process will iterate until either the Shipper has agreed to pay Transporter's maximum Recourse Rate, the Shipper fails to match an offer, or no higher bid is submitted.

12.5 Renegotiation. If no bids are submitted at the maximum Recourse Rate and Transporter refuses to accept a lower bid, or if no competing offers are submitted, Transporter may abandon service to Shipper unless Shipper agrees to pay the maximum Recourse Rate for a period of one Year and one Day, or if Transporter and Shipper negotiate the terms and conditions of a Gas Transportation Contract extension.

12.6 Effective Rate During Renegotiation. If, at the expiration of Shipper's Gas Transportation Contract, the iterative process of Section 12.4 is still in process or Shipper and Transporter are negotiating the terms of a new Gas Transportation Contract pursuant to Section 12.5, then Transporter shall continue to provide firm transportation service to Shipper pursuant to the terms and conditions, including the pricing terms, of the expired Gas Transportation Contract.

GENERAL TERMS AND CONDITIONS (Continued)

13. INTERACTIVE INTERNET WEBSITE

13.1 Interactive Internet Website. Transporter has established an Interactive Internet Website (formerly, an electronic bulletin board) to publicize information concerning its services and available transportation capacity. Transporter's Interactive Internet Website is available on a non-discriminatory basis for use by persons that have compatible equipment for electronic transmission of data. Transporter's Interactive Internet Website shall contain at a minimum information regarding:

(a) the unsubscribed capacity available on the System for firm and interruptible transportation, including capacity availability on the mainline and at Receipt Points and Delivery Points;

(b) the operationally available capacity on the System for firm and interruptible transportation, including capacity availability on the mainline and at Receipt Points and Delivery Points;

(c) the master Receipt Point list and the master Delivery Point list including for each the following:
(i) Designation of Delivery or Receipt Point;
(ii) Location of Delivery or Receipt Point;
(iii) Operator name and phone number; and
(iv) Total firm capacity subscribed at the Delivery or Receipt Point;

(d) the Capacity Release information described in Section 11 herein;

(e) standards of conduct information under Order No. 497;

(f) offers to purchase released transportation rights from firm Shippers;

(g) FERC Order No. 566 Affiliated Marketer Information - Offers of discount rates to marketing affiliates of Transporter and procedures for similarly-situated non-affiliates to obtain comparable discounts;

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 366 Original Sheet No. 366 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

(h) Index of Customers;

(i) Transporter's currently effective FERC Gas Tariff and General Terms and Conditions;

(j) critical Notices (when operational);

(k) the following information for each transportation contract between Transporter and any marketing affiliate of Transporter executed during the previous three years:

- (i) the name of the Shipper;
- (ii) its affiliation with Transporter;
- (iii) the contract number; and
- (iv) the date on which such Shipper requested service pursuant to this tariff; and

(l) notice of Shippers' monthly Measurement Variance Factor. These notices will be available for download in RTF and HTML format.

13.2 Features of the Interactive Internet Website. Transporter shall update the information on its Interactive Internet Website as frequently as necessary, but shall not be obligated to provide updates more frequently than once per Day. Transporter's Interactive Internet Website is menu-driven and incorporates search functions, an on-line help feature and the capability for users to download information. The Interactive Internet Website displays the most recent information ahead of less current data. Information from completed transactions shall be purged from current files regularly. Transporter shall cause Daily back-up records of the information displayed on the Interactive Internet Website to be retained and will make provisions for such records to be available for review upon request, for up to three Years. Persons who wish to utilize the Interactive Internet Website, to comment on the Interactive Internet Website, or to make inquiries about the information posted on the Interactive Internet Website, should contact Transporter at the address below to obtain detailed access and log-on information:

Portland Natural Gas Transmission System
One Harbour Place
Portsmouth, New Hampshire 03801

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 367 Original Sheet No. 367 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

13.3 Accuracy of Information. Transporter shall use reasonable efforts to ensure the accuracy of information presented on the Interactive Internet Website; however, Transporter makes no representation or warranty of any kind to any person concerning the use of Transporter's Interactive Internet Website, including, without limitation, the accuracy of any posted information, and shall not be liable to any person for damages, including without limitation any special, incidental, or consequential damages which may arise in connection with Transporter's, or any third party's, posting of information on the Interactive Internet Website, or as a result of any person's use, abuse or misuse of Transporter's Interactive Internet Website.

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FERC Docket: RP06-449-000

Original Sheet No. 368 Original Sheet No. 368 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

14. LATERAL FACILITIES POLICY

14.1 Transporter's Policy. Transporter may own, construct, and operate transmission laterals and related facilities, and intends to apply for rolled-in rate treatment for the cost of these facilities at the FERC, as long as this cost is supported by long-term firm transportation agreements, and rolled-in rate treatment does not cause the transportation rates paid by other firm shippers to increase. Transporter will agree to own, construct and operate such laterals and related facilities for new as well as existing Shippers as long as Transporter's laterals criteria are met.

14.2 Provisos. Nothing in this Section 14 shall:

(a) require Transporter to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act; or

(b) prevent Transporter from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act.

Transporter reserves the right to seek a waiver of the policy set forth in this Section 14, on a basis that is not unduly discriminatory.

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Original Sheet No. 369 Original Sheet No. 369 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

15. BILLINGS AND PAYMENTS

15.1 Monthly Billing Date. Transporter shall render bills on or before the seventh (7th) Day of each Month for all amounts due from Shipper for the preceding Month in a statement for such Month according to the measurement, computations and charges provided in this Tariff and the Gas Transportation Contract(s).

15.2 Monthly Payment Date. Shipper shall pay Transporter, at a bank designated by Transporter, so that payment is received and Transporter has available funds there from on or before the twentieth (20th) Day of each Month, the full amount billed by Transporter to Shipper under Section 15.1 for the immediately preceding Month. Such payment shall not be considered overdue if the twentieth (20th) Day of the Month is a Saturday, Sunday, or national holiday, and Transporter receives payment on the next Business Day.

15.3 Estimated Statement. If for any reason Transporter is unable to render a statement on or before the seventh (7th) Day of a Month, Transporter may at its option render an estimated statement to Shipper, which statement shall contain Transporter's best estimate of the total amount payable to Transporter by Shipper under the Gas Transportation Contract(s) for the preceding Month. Shipper shall pay to Transporter the full amount of such estimated statement within thirteen (13) Days of its receipt; provided, however, that Transporter shall render to Shipper a final statement no later than the fifteenth (15th) Day of the Month in which such estimated statement is rendered, unless Transporter's failure to do so is due to the fault of Shipper, in which case Transporter shall render to Shipper a final statement which shall be added to or deducted from, as appropriate, Transporter's next succeeding Monthly statement to Shipper.

15.4 Remedies For Nonpayment.

(a) Charge for Late Payment. Should Shipper fail to pay any or all of the amount of any bill as herein provided when such amount is due, Shipper shall pay a charge for late payment which shall be included by Transporter on the next regular Monthly bill rendered to Shipper. Such charge for late payment shall be determined by multiplying:

- (1) the unpaid portion of the bill; by
- (2) the ratio of the number of Days payment is overdue to 365;

by

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 370 Original Sheet No. 370 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

(3) the applicable rate of interest calculated in accordance with Section 154.501(d) of the FERC's Regulations.

(b) Suspension of Service. If such failure to pay continues for thirty (30) Days after payment is due, Transporter, in addition to any other remedy it may have under the Gas Transportation Contract, may:

(1) discontinue service for self-implementing transactions without FERC approval; and/or

(2) after any required application to and authorization by the FERC, suspend further transportation of Gas until such amount is paid.

(c) Termination of Contract. If such default continues for thirty (30) additional Days, Transporter may thereafter, in addition to any other remedy it may have under the Gas Transportation Contract, terminate said Contract in accordance with the provisions of Section 20.6 herein.

15.5 Disputed Bills.

(a) If Shipper in good faith disputes the amount of any bill or part thereof and pays to Transporter such amounts as it concedes to be correct, and at any time within thirty (30) Days after a demand made by Transporter furnishes good and sufficient surety bond guaranteeing payment to Transporter of the amount ultimately found due upon such bills after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Transporter shall not be entitled to seek to suspend further delivery of Gas nor terminate the Gas Transportation Contract as outlined above unless and until default be made in the conditions of such bond.

(b) In the event of a dispute concerning any billing or statement, payment shall nevertheless be made for such amounts as it concedes to be correct, as provided in Section 15.2 but such payment shall not be deemed to be a waiver of any rights to recoup any amounts in dispute. Such payment must be accompanied by a statement of the disputed amounts, the reason for the dispute and the amounts not in dispute. Any billing or statement of volumes or allocations tendered pursuant to this Section 15, or the measurement data associated therewith, shall be disputed, if at all, within six (6) months from the end of the month for which such billing or statement has been rendered, otherwise such billing or statement and associated measurement data shall be conclusively deemed to be correct. This restriction does not apply in the event of a deliberate

GENERAL TERMS AND CONDITIONS (Continued)

misrepresentation or omission or mutual mistake of fact. The responding party to such dispute shall provide any rebuttal claims to the other party within three months of receipt of notice of dispute. Parties' other statutory or contractual rights shall not otherwise be diminished by this Section 15.5.

15.6 Adjustment of Bills. If it is determined that at any time or times Shipper has been overcharged or undercharged under the provisions of the Gas Transportation Contract and Shipper has actually paid the bills containing such overcharge or undercharge, then within thirty (30) Days after the final determination thereof, subject to the limitations in Section 15.5(b) above, Transporter shall refund the amount of any such overcharge, and Shipper shall pay the amount of any such undercharge; provided, however, that interest calculated in accordance with Section 15.4(a) shall apply to any undercharge not paid and to any overcharge not returned within thirty (30) Days from the date of Transporter's notification to Shipper of the amount of the undercharge or overcharge. In the event an error is discovered by Shipper in the amount billed in any statement rendered by Transporter, such error shall be adjusted within thirty (30) Days of the final determination thereof provided that claim therefore shall have been made within six (6) months from the date of the initial transportation invoice month and seven (7) months from date of Initial sales invoice with a three (3) month rebuttal period in which such overcharge or undercharge occurred except claims for government required rate changes. Parties' other statutory or contractual rights shall not otherwise be diminished by this Section 15.6.

15.7 Examination of Books. Both Transporter and Shipper have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart, or computation made under or pursuant to the provisions of this Tariff or the Gas Transportation Contract.

15.8 Third Party Charges. Shipper shall be responsible for delivering all Gas to, and accepting redelivery of all Gas from, Transporter's system, and shall be free to contract with third party(s) upstream or downstream of Transporter's system to achieve such result. If Shipper requests, and Transporter agrees, that Transporter shall, to provide service to Shipper, use service which Transporter has contracted for with third party(s) for the benefit of Shipper, Shipper shall pay Transporter an amount equal to the charges Transporter is obligated to pay such third party(s), which charges may include, but are not limited to, reservation and/or usage charges and surcharges, fuel charges, compression fees, balancing or storage fees, measurement fees, processing fees, and/or facility charges. Such charges shall be set forth as separate items on billings rendered to Shipper.

GENERAL TERMS AND CONDITIONS (Continued)

16. COST REIMBURSEMENTS

16.1 Reimbursable Costs. Shipper shall reimburse Transporter for the following costs, to the extent that they are attributable to Shipper:

(a) Except as provided by Section 6.2 herein, the costs of any facilities, other than System facilities, installed by Transporter with Shipper's consent to receive, measure, transport or deliver Gas for the account of Shipper;

(b) Filing fees required in connection with the Gas Transportation Contract(s) that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction, less generally applicable regulatory fees necessary for rendition of Transporter's service generally to all customers;

(c) Any and all occupation, sales tax, user fee, or taxes or fees similar in nature or equivalent in effect which are now or hereafter imposed or assessed against Transporter by any lawful authority as a result of the transportation of Gas pursuant to the Gas Transportation Contract(s), and which the FERC has determined, after a Section 4 rate filing, to be directly assignable to the specific service to be rendered by Transporter on behalf of Shipper thereunder; and

(d) Any and all overrun costs including:

(1) costs incurred by Transporter to correct the effect of any tampering with or alteration of Transporter's facilities which permitted an overall overrun to occur at the affected Delivery Point and the costs incurred by Transporter to repair such facilities;

(2) costs incurred by Transporter to acquire additional Gas to prevent or alleviate curtailments and to reestablish appropriate operating pressure on its System;

(3) penalties paid by Transporter to third parties; and

(4) costs incurred by Transporter to collect overrun penalties.

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FERC Docket: RP06-449-000

Original Sheet No. 373 Original Sheet No. 373 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

16.2 Costs Reimbursements Due in Ten Days. Any reimbursement due Transporter by Shipper pursuant to Section 16.1 shall be due and payable to Transporter within ten (10) Days of receipt by Shipper of Transporter's invoice(s) for same. Transporter shall give Shipper notice of any new or changed reimbursement due under Section 16.1 (c) as soon as practicable after such new or changed reimbursement becomes effective.

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Original Sheet No. 374 Original Sheet No. 374 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

17. ACA CHARGE

17.1 ACA Charge. The rates set forth in the Rate Schedules shall include a charge, adjusted from time to time, to reflect the annual charge adjustment (ACA) assessed Transporter by the FERC pursuant to Order No. 472, or any other superseding rule or order.

17.2 Charge Ordered by FERC. The current ACA Charge under the Rate Schedules shall be the unit amount, adjusted as necessary for heating value and pressure base, which the FERC orders to be effective for the fiscal Year commencing on the effective date of the adjustment.

17.3 Transporter shall retain all revenues collected under this Section 17. Except as provided by this Section 17, Transporter shall not have the right to seek to recover, in any proceeding under Section 4 of the Natural Gas Act any such costs recorded in its FERC Account No. 928.

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Original Sheet No. 375 Original Sheet No. 375 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

18. WARRANTY OF TITLE AND POSSESSION OF GAS

18.1 Warranty.

(a) Title to all Gas tendered to Transporter at the Receipt Point(s) for transportation shall be held by Shipper free and clear of liens, encumbrances and adverse claims of any kind. Transporter hereby expressly disclaims that it has or will have title to any Gas to be transported to or on behalf of Shipper.

(b) If Shipper's title or right to deliver Gas to be transported is questioned or involved in any action, Shipper shall not qualify for nor be eligible to continue to receive service until such time as Shipper's title or right to deliver is free from question; provided, however, Transporter shall allow Shipper to qualify for or continue receiving service under this Tariff if Shipper furnishes a bond satisfactory to Transporter.

18.2 Indemnification as to Warranted Gas. Shipper shall indemnify Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of claims of any or all persons to the Gas warranted in Section 18.1, and claims of any or all persons to royalties, taxes, license fees or charges thereon resulting from breach of said warranty.

18.3 Control and Possession. Transporter shall be deemed to be in control and possession of the Gas deliverable pursuant to a Gas Transportation Contract, from the time it is received by Transporter at the Receipt Point(s) until it shall have been made available to or for the account of Shipper at the Delivery Point(s). Prior to the time Gas is received by Transporter at the Receipt Point(s) and after such Gas is made available to or for the account of Shipper at the Delivery Point(s), Shipper shall be deemed to be in control and possession thereof.

18.4 Responsibility.

(a) Shipper shall have no responsibility:

(1) with respect to any Gas after it is received by Transporter at the Receipt Point(s) until it is made available to or on behalf of Shipper at the Delivery Point(s); or

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Original Sheet No. 376 Original Sheet No. 376 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

(2) on account of anything which may be done, happen or arise with respect to such Gas after it is received by Transporter at the Receipt Point(s) and before it is made available to or on behalf of Shipper at the Delivery Point(s).

(b) Transporter shall have no responsibility:

(1) with respect to any Gas before it is received by Transporter at the Receipt Point(s) or after it is made available to or on behalf of Shipper at the Delivery Point(s); or

(2) on account of anything which may be done, happen or arise with respect to such Gas before it is received by Transporter at the Receipt Point(s) and after it is made available to or on behalf of Shipper at the Delivery Point(s).

18.5 Right to Commingle. From the time Gas is made available to Transporter at the Receipt Point(s), Transporter shall have the unqualified right to commingle such Gas with other Gas in the System.

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FERC Docket: RP06-449-000

Original Sheet No. 377 Original Sheet No. 377 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

19. INDEMNITY

19.1 Indemnification. Transporter and Shipper shall each indemnify and save harmless the other from all liability, damages, costs, losses and charges of every character resulting from or arising out of any claim made against such other for injury or death to persons, or damage to property, in any way connected with the property and equipment of the indemnitor or the presence of Gas deemed under Section 18.4 herein to be the responsibility of the indemnitor, unless such injury, death or damage is caused by the negligence of the indemnitee or anyone for whose actions the indemnitee is responsible in law.

19.2 Notice. Notwithstanding the provisions of Section 19.1 herein, neither Transporter nor Shipper shall be liable to indemnify the other unless the person requesting indemnification shall have promptly notified the other in writing of any claim, suit or action for or in respect of which indemnification is to be claimed. The person receiving such notification shall be entitled to participate in any such suit or action, and, to the extent that it may wish, assume the defense thereof with counsel who shall be to the reasonable satisfaction of the person requesting indemnification, and after notice from the indemnitor to the indemnitee of its election so to assume the defense thereof, the indemnitor will not be liable to the indemnitee for any legal or other expenses incurred by the indemnitee in connection with the defense thereof.

19.3 Limitation of Liability. An indemnitor shall not be liable to indemnify an indemnitee on account of any settlement of any claim, suit or action effected without the consent of such indemnitor.

19.4 Survival of Claims. Claims made under this Section 19 with respect to injury or death to persons or damage to property occurring during the term of a Shipper's Gas Transportation Contract shall survive the termination thereof.

GENERAL TERMS AND CONDITIONS (Continued)

20. LIABILITY AND REMEDIES

20.1 Relief from Liability. Neither Transporter nor Shipper shall be liable in damages to the other for any act, omission or circumstances, including any curtailment or interruption, occasioned by or in consequence of any event constituting Force Majeure and, except as otherwise provided in Section 20.2 herein, the obligations of Transporter and Shipper shall be excused during the period thereof to the extent affected by such events of Force Majeure. Neither Transporter nor Shipper shall be liable in any manner to the other person for indirect, consequential or special losses or damages including attorneys' fees. There are no intended, incidental or third-party beneficiaries under this Tariff or any contract thereunder.

20.2 Liabilities not Relieved. Notwithstanding the provisions of Section 20.1 herein, the party claiming a Force Majeure event with respect to its performance under a Gas Transportation Contract:

(a) shall not be relieved of its obligation to make payments of amounts then due thereunder or its obligation to pay the applicable reservation charge thereunder during any event constituting Force Majeure;

(b) shall not be relieved of liability in the event of its negligence, or its failure to use due diligence, in remedying the Force Majeure situation and removing the cause in an adequate manner and with all reasonable dispatch; and

(c) shall not be relieved of liability if it fails to give notice and a full explanation of the Force Majeure event in writing to the other party as soon as possible after the event.

20.3 Overriding Obligation to Pay Reservation Charges. Shipper's obligation to pay applicable reservation charges under a Gas Transportation Contract shall not be suspended by any failure of Transporter to deliver Gas to or on behalf of Shipper for any reason or cause whatsoever, whether or not described in this Section 20, except in the event that such failure is caused by the negligent or intentional misconduct of Transporter.

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FERC Docket: RP06-449-000

Original Sheet No. 379 Original Sheet No. 379 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

20.4 Reservation Charge Reimbursement. Transporter shall be obligated to refund reservation charges collected from firm Shippers applicable to Days in which firm service is interrupted, only if and to the extent that Transporter is reimbursed for such reservation charges through insurance proceeds and such Shipper is not recompensed for such reservation charges through any other primary insurance. Such refunds shall be computed by allocating to each firm Shipper for which service was interrupted a pro rata share of the attributable insurance proceeds received by Transporter based on the proportion that the eligible amount of each such Shipper's affected reservation charge payments bears to the sum of the eligible amounts of all such Shippers' affected reservation charge payments. The affected reservation charge payments for each Shipper shall be computed by multiplying the Shipper's Daily applicable reservation rate by the quantity of Gas not delivered by reason of the interruption in firm service, not to exceed such Shipper's MDQ. The eligible amount of such affected reservation charge payments shall be the portion of the affected reservation charge payments for which the Shipper is not eligible to be recompensed through other primary insurance. For purposes of this Section 20.4, the Shipper's Daily applicable reservation rate under Rate Schedule FT shall be determined by multiplying the reservation rate applicable to the service that was interrupted by twelve(12) and dividing the product by 365. Nothing herein shall obligate a firm Shipper to maintain primary insurance which recompenses it, in whole or in part, for reservation charges paid on Days when Transporter interrupts service.

20.5 Unavailability of Capacity. Transporter shall not be liable to any person for any curtailment or interruption of service to Shipper due to Force Majeure or other unforeseen circumstances; repair, maintenance, other construction, or testing procedures necessary to maintain operational capability on the System; and/or efforts to comply with applicable regulatory requirements.

20.6 Termination of Gas Transportation Contract. If either Transporter or Shipper shall fail to perform any of the material covenants or obligations imposed upon it by the Gas Transportation Contract, subject to the applicable provisions of this Tariff, then in such event the other party may at its option terminate said contract and discontinue service by proceeding as follows: the party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the contract and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty (30) Days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the contract, and if within said period of thirty (30)

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Original Sheet No. 380 Original Sheet No. 380 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

Days the party in default does so remove and remedy said cause or causes, then such notice shall be withdrawn and the contract shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes within said period of thirty (30) Days, the contract shall terminate and service shall be discontinued; provided, however, that no termination of the contract or discontinuance of service shall occur if the party in default has initiated action to cure such material default but, despite its best efforts, has been unable to complete cure within such thirty (30) Day period and is continuing its action to complete cure in good faith beyond the end of the thirty (30) Day period. The termination or cancellation of any Gas Transportation Contract shall be without prejudice to the right of Transporter to collect any amounts then due to it for services rendered prior to the time of cancellation, and shall be without prejudice to the right of Shipper to receive any services which have not been rendered but for which Shipper has paid prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of the contract.

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FERC Docket: RP06-449-000

Original Sheet No. 381 Original Sheet No. 381 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

21. SUPERVENING LAWS AND CHANGES BY THE TRANSPORTER

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

21.2 Transporter shall have the right to unilaterally file, from time to time and in the manner provided by law, such changes in its Tariff and/or Rate Schedules as Transporter may find necessary.

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 382 Original Sheet No. 382 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

22. MARKETING AFFILIATE RULE

22.1 This section describes Transporter's compliance with the requirements of 18 C.F.R. Section 250.16.

22.2 Shared Operating Personnel and Facilities. Transporter and its marketing affiliates have no shared operating personnel or facilities. Any changes to the terms of this Section will be filed with FERC on a quarterly basis.

22.3 Complaint Resolution. Transporter will attempt to resolve any complaints by Shippers or potential Shippers without the necessity of a written complaint. To this end, Shippers are encouraged to attempt to resolve disputes informally with their designated service representatives. A formal complaint concerning any services offered by Transporter must specifically state that it is a complaint under 18 C.F.R. Section 250.16 and should be directed, preferably in writing, to Manager, Transportation and Marketing, at Portland Natural Gas Transmission System, One Harbour Place, Portsmouth, New Hampshire 03801. Transporter will respond initially to the complaint within 48 hours and in writing within thirty (30) Days.

22.4 Any person desiring information on the availability, pricing or other terms of Transporter's service should contact the Transportation and Marketing Department at Portland Natural Gas Transmission System, One Harbour Place, Portsmouth, New Hampshire 03801.

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 383 Original Sheet No. 383 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

23. MISCELLANEOUS

23.1 Waiver of Default. No waiver by either Transporter or Shipper of any one or more defaults by the other in the performance of any provisions of a Gas Transportation Contract, the General Terms and Conditions or the applicable Rate Schedule shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character. This provision shall not be interpreted as providing Transporter or Shipper with any powers or authorizations to grant or deny waivers over and above such powers as are provided under the FERC's regulations and Maine contract law.

23.2 Assignability. A Gas Transportation Contract shall bind and inure to the respective successors and assigns of the parties thereto, but no assignment shall release either party from such party's obligations without the written consent of the other party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent either party from pledging, mortgaging or assigning its rights as security for its indebtedness and either party may assign to the pledges or mortgages (or to a trustee for the holder of such indebtedness) any money due or to become due under any Gas Transportation Contract.

23.3 Effect of Headings. The headings used throughout this Tariff and in executed Gas Transportation Contracts are inserted for reference purposes only and are not to be considered or taken into account in construing the terms and provisions of any paragraph nor to be deemed in any way to qualify, modify or explain the effects of any such terms or provisions.

23.4 Notice. Any communication, notice, request, demand, statement or bill provided for in this Tariff or in a Gas Transportation Contract, or any notice which either Transporter or Shipper may desire to give to the other, shall be offered in writing, unless transmitted via Transporter's Interactive Internet Website, and shall be considered as duly presented, rendered, or delivered when sent, if sent by telegram, cable, telecopy or telex; or, if sent by express mail service, shall be considered as duly presented one Day after mailing; or, if prepaid registered or ordinary mail, shall be considered as duly presented five (5) Days after mailing. The material so sent shall be addressed to the pertinent party at its last known address.

23.5 References. When used immediately after a section number reference in a particular document (e.g., the General Terms and Conditions) in this Tariff, the word "herein" shall refer to a section of that same document, irrespective of whether such cited section occurs before or after the subject reference.

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 384 Original Sheet No. 384 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

23.6 Negotiated Rate Accounting. Consistent with FERC directives set forth in "Statement of Policy and Request for Comments" (74 FERC 61,076), Transporter shall separately account for all costs and revenues that are associated with negotiated-rate services implemented in accordance with such FERC policy. Transporter shall accomplish that separate accounting by using separately designated subaccounts, as required by the facts and circumstances, of the Uniform System of Accounts.

Substitute First Revised Sheet No. 385 Substitute First Revised Sheet No. 385
Superseding: Original Sheet No. 385

GENERAL TERMS AND CONDITIONS (Continued)

COMPLIANCE WITH WGQ STANDARDS

24.1 Compliance With WGQ Standards. Transporter has adopted all of the Business Practices and Electronic Communication Standards which were required by the Commission in 18 C.F.R. Section 284.12(a) in accordance with Order No. 587-T issued February 24, 2009. In addition to those WGQ standards elsewhere referred to in the tariff, Transporter is incorporating herein the following WGQ standards, definitions and data sets:

Version 1.8 standards, definitions and data sets incorporated by reference:
0.1.3, 0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9,
0.3.10, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, 0.4.1, 1.1.20, 1.1.21, 1.1.22, 1.2.2, 1.2.5,
1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.19, 1.3.20, 1.3.21, 1.3.23, 1.3.24,
1.3.25, 1.3.27, 1.3.29, 1.3.31, 1.3.32, 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,
1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7, 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.3.2,
2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.16, 2.3.17, 2.3.18, 2.3.19,
2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 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, 2.3.65, 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, 2.4.18, 3.3.1, 3.3.2, 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, 3.3.16, 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, 3.4.1, 3.4.2, 3.4.3, 3.4.4, 4.1.2, 4.1.6, 4.1.7, 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, 4.2.18, 4.2.19, 4.2.20, 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, 4.3.77, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85,
4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 5.1.2, 5.1.3, 5.1.4, 5.2.1, 5.2.2, 5.2.3, 5.3.5, 5.3.10,
5.3.11, 5.3.18, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.25, 5.3.26, 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, 5.3.45, 5.3.46,
5.3.47, 5.3.48, 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,
5.3.60, 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, 5.4.23, 6.3.1,
6.3.3, 6.5.4, 10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6, 10.1.7, 10.1.8, 10.1.9, 10.2.1,
10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12,
10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23,
10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34,
10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.3.1, 10.3.3, 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, 10.3.25

If there is a conflict between any of these WGQ standards and other portions of this FERC Gas Tariff, the WGQ standards will control.

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FERC Docket: RP06-449-000

Sheet Nos. 386 - 499 Sheet Nos. 386 - 499 : Effective

ORIGINAL SHEET NOS. 386-499
HAVE NOT BEEN ISSUED, BUT HAVE
BEEN RESERVED FOR FUTURE USE

Effective Date: 07/01/2010 Status: Effective
FERC Docket: RP10-758-000

First Revised Sheet No. 500 First Revised Sheet No. 500
Superseding: Original Sheet No. 500

PRO FORMA CONTRACTS
TABLE OF CONTENTS

Description	Sheet No.
Firm Transportation Service	501
Interruptible Service	513
Master Capacity Release Agreement	522
Master Gas Transportation Contract with Replacement Shipper	528
Operational Balancing Agreement	540
Park and Loan Service Contract	546
Request for Service	552
FT-FlexLimited Firm Transportation Service	560
Hourly Reserve Service	571
Negotiated Rates	650
List of Non-Conforming Service Agreements	651

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FERC Docket: RP10-885-000

First Revised Sheet No. 501 First Revised Sheet No. 501
Superseding: Original Sheet No. 501

PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR FIRM TRANSPORTATION SERVICE

This Gas Transportation Contract ("Contract") is made as of the _____
Day of _____ by and between the Portland Natural Gas Transmission
System, a Maine general partnership, herein "Transporter" and [name of
Shipper] a [state] [entity], herein "Shipper," pursuant to the following
recitals and representations:

WHEREAS, Shipper intends to enter into natural gas supply arrangements,
including transportation upstream of Transporter's System, and to make
arrangements for the delivery of such gas supply for the account of Shipper to
the receipt point(s), and to make arrangements for the receipt and
transportation of such gas downstream of the delivery point(s) on
Transporter's System;

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FERC Docket: RP10-885-000

First Revised Sheet No. 502 First Revised Sheet No. 502
Superseding: Original Sheet No. 502

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

1. Shipper shall apply for or cause to be applied for and use reasonable best efforts to obtain all of the agreements and governmental authorizations or exemptions necessary to enable Shipper to deliver to and receive from Transporter the transportation quantities specified below.

2. Subject to the condition herein, Transporter hereby agrees to provide to Shipper, and Shipper hereby agrees to accept, firm natural gas transportation service on Transporter's System under Transporter's Rate Schedule FT, providing for firm transportation from the receipt point(s) of the quantities of natural gas specified below. Such firm transportation service shall be provided for the term specified in Schedule 1. This initial period of service will be automatically extended from year to year unless canceled by either party on at least two (2) years prior written notice. The transportation service, unless otherwise agreed upon, will be provided at the maximum applicable rate as approved by the FERC in the Tariff, as the Tariff may be changed from time to time, subject to the rate discount provisions set forth below.

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each Day thereafter on which Shipper and Transporter schedule Gas for transportation hereunder, Shipper shall cause the Scheduled Quantity, up to the Maximum Daily Quantity (MDQ), to be delivered to Transporter at the Receipt Point(s).

2. On the Commencement Date and each Day thereafter, Transporter shall make the Scheduled Quantity available to or on behalf of Shipper at the Delivery Point(s) on a firm basis.

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FERC Docket: RP10-885-000

First Revised Sheet No. 503 First Revised Sheet No. 503
Superseding: Original Sheet No. 503

3. Shipper shall be solely responsible for securing faithful performance by gas supplier(s) and/or any applicable upstream or downstream shippers and transporters in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of gas supplier(s) and/or any applicable upstream or downstream shippers and transporters to so perform.

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

1. Shipper hereby reserves the right to cause Transporter to receive from or for the account of Shipper at each Receipt Point on any Day such quantities of Gas up to the MDQ for such Receipt Point as set forth on the currently effective Schedule 1 appended hereto and Transporter shall make available to or on behalf of Shipper at each Delivery Point on any Day such quantities of Gas up to the MDQ for such Delivery Point as set forth on the currently effective Schedule 2 appended hereto. Schedules 1 and 2 are hereby incorporated as part of this Contract.

2. Transporter shall make available to Shipper the service reserved under this Article II on the Days and for the quantities of Gas for which such service has been reserved, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - ALLOCATION OF OFF-PEAK CAPACITY

On any Day during the period from April 1 through October 31 that System Capacity is not otherwise scheduled under any Rate Schedule, such capacity will be allocated pro rata to Rate Schedule FT Shippers whose Gas Transportation Contracts have initial terms of twenty (20) Years or longer, based on these Shippers' annual reservation charges under Rate Schedules FT.

ARTICLE IV - RATE

1. For each Month, Shipper agrees to pay the Recourse Usage Rate, or a negotiated usage rate mutually agreed to in writing by Shipper and Transporter, multiplied by the sum of the Delivery Point Scheduled Quantity or Quantities during such Month; provided, however, that in the event that Transporter determines, in its sole discretion on a basis that is not unduly discriminatory, or otherwise pursuant to this Contract, to render service on behalf of Shipper for a discounted usage rate, Transporter shall notify Shipper in writing of the amount of such discounted usage rate, the Day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each DTH of Scheduled Quantity to which a discounted usage rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable discounted usage rate in lieu of the maximum usage rate.

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FERC Docket: RP10-885-000

First Revised Sheet No. 504 First Revised Sheet No. 504
Superseding: Original Sheet No. 504

2. For each Month, Shipper agrees to pay the Recourse Reservation Rate, or the Seasonal Recourse Reservation Rate if applicable, or a negotiated rate mutually agreed to in writing by Shipper and Transporter, multiplied by the Shipper's Maximum Contract Demand as specified in this Contract; provided however, that in the event that Transporter determines, in its sole discretion or otherwise pursuant to this Contract, to render service on behalf of Shipper for a discounted reservation rate, Transporter shall notify Shipper in writing of the amount of such discounted reservation rate, the Day(s) on which such rate shall be in effect and the quantities of which such rate applies. For each DTH of the Maximum Contract Demand to which a discounted reservation rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable discounted reservation rate in lieu of the maximum reservation rate.

3. Shipper agrees to pay and shall pay all applicable charges specified in Rate Schedule FT.

4. For all capacity allocated to Shipper under Article III herein, Shipper shall not pay reservation charges but Shipper shall pay transportation usage charges, surcharges, fees, and other charges allocated to such capacity or the quantities transported.

ARTICLE V - DECONTRACTING

Transporter will provide a notice to Shipper after all the following conditions are satisfied: (a) Transporter on a pro forma basis is projected to receive during the next 12 month period revenues at least equal to its annualized Cost of Service (as hereinafter defined), (b) Transporter has executed an agreement with a new or existing replacement shipper for firm capacity which, together with all other transportation agreements (including the Firm Transportation Contracts), will provide revenues in excess of Transporter's Cost of Service, and (c) the replacement shipper has a creditworthiness rating of BBB (investment grade) or better. Within sixty (60) days after giving such notice, Shipper will be permitted to request a reduction in the Maximum Contract Demand in its Firm Transportation Contracts.

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 505 Original Sheet No. 505 : Effective

Shipper will be permitted to reduce the Maximum Contract Demand and the associated term in an amount equivalent to the quantity and term covered in the Firm Transportation Contract with the replacement shipper; provided, however, that any such reduction in quantity and term, after conversion of the units of quantity, term and rates to revenues, shall be permitted only to the extent it does not reduce the recovery of revenues equal to Transporter's Cost of Service. Maximum Contract Demand will be reduced among all shippers entitled to and requesting reductions in Firm Transportation Contracts, pro rata, based on annual revenue contributions.

For purposes of this paragraph, the Cost of Service shall be the cost of service to be collected by Transporter calculated on the basis of the principles established in its Certificate of Public Convenience and Necessity, or any amendments thereto, issued by the FERC, or the cost of service in effect pursuant to Transporter's general rate filing under Section 4 of the Natural Gas Act. In the event the replacement shipper causes an increase in the cost of service, the Cost of Service shall be increased by an equivalent amount.

If Shipper does not timely request a reduction in its Maximum Contract Demand as provided herein, the amount by which Shipper would have been entitled to reduce its Maximum Contract Demand shall be deemed Ineligible Capacity. With respect to such Ineligible Capacity, Shipper permanently relinquishes the rights to reduce its Maximum Contract Demand under this paragraph in a quantity equivalent to the Ineligible Capacity. The right relinquished under this paragraph shall take effect concurrently with the relinquishment.

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

First Revised Sheet No. 506 First Revised Sheet No. 506
Superseding: Original Sheet No. 506

ARTICLE VI - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule FT and of the General Terms and Conditions of Transporter's Tariff, as such may be revised or superseded from time to time, all of which by this reference are made a part hereof. The General Terms and Conditions and Rate Schedule FT shall control in the event of a conflict between the General Terms and Conditions or Rate Schedule FT and this Contract. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

ARTICLE VII - TERM

1. This Contract shall be effective as of [INSERT DATE].
2. This Contract shall continue in force and effect until [expiration date], and Year to Year thereafter unless terminated by either party upon twenty-four (24) Months prior written notice to the other; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.
3. The termination of this Contract by expiration of fixed Contract term or by termination notice provided by Shipper triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.
4. Any provision of this Contract necessary to correct imbalances or to make payment under this Contract as required by the Tariff will survive the other parts of this Contract until such time as such balancing or payment has been accomplished.

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

First Revised Sheet No. 507 First Revised Sheet No. 507
Superseding: Original Sheet No. 507

ARTICLE VIII - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
One Harbour Place
Portsmouth, New Hampshire 03801

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

Either party may change its address under this Article by written notice to the other party.

ARTICLE IX - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter, or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this Article IX shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

Shipper acknowledges that Transporter intends to make a collateral assignment of this Contract to financial institutions (collectively, the "Lenders") in connection with a Financing Agreement and agrees that if the Lenders succeed to the interest of Transporter by foreclosure or otherwise Shipper shall accord the Lenders the same rights as Transporter hereunder.

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

First Revised Sheet No. 508 First Revised Sheet No. 508
Superseding: Original Sheet No. 508

In order to facilitate obtaining financing or refinancing for the System, Shipper shall execute such consents, agreements or similar documents with respect to a collateral assignment hereof to the Lenders, and any credit support documents, and shall deliver an opinion of counsel on behalf of Shipper and any provider of credit support, as Lenders may reasonably request in connection with the documentation of the financing or refinancing for the System, which consent and opinion shall, among other things warrant or opine the enforceability of this Contract and of any credit support documents under the applicable governing law(s) and the compliance thereof with all applicable law.

ARTICLE X - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Shipper shall have no recourse against any partner in Transporter with respect to Transporter's obligations under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE XI - LAW OF CONTRACT

Notwithstanding conflict-of-laws rules, the interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Maine.

ARTICLE XII - CHANGE IN TARIFF PROVISIONS

Shipper agrees that Transporter shall have the unilateral right to file with the Federal Energy Regulatory Commission or any successor regulatory authority any changes in any of the provisions of its Tariff, including of any of its Rate Schedules, or the General Terms and Conditions, as Transporter may deem necessary, and to make such changes effective at such times as Transporter desires and is possible under applicable law.

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 509 Original Sheet No. 509 : Effective

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM

By:

ATTEST: [NAME OF SHIPPER]

By:

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

First Revised Sheet No. 510 First Revised Sheet No. 510
Superseding: Original Sheet No. 510

SCHEDULE 1

Receipt Point:

Maximum Daily Quantity:

Maximum Contract Demand:

Effective Service Period:

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

First Revised Sheet No. 511 First Revised Sheet No. 511
Superseding: Original Sheet No. 511

SCHEDULE 2

Receipt Point:

Maximum Daily Quantity:

Maximum Contract Demand:

Effective Service Period:

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Sheet No. 512 Sheet No. 512 : Effective

ORIGINAL SHEET NO.512
HAS NOT BEEN ISSUED, BUT HAS
BEEN RESERVED FOR FUTURE USE

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

First Revised Sheet No. 513 First Revised Sheet No. 513
Superseding: Original Sheet No. 513

PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE

This Gas Transportation Contract ("Contract") is made as of the [date] Day of [Month], [Year] by and between Portland Natural Gas Transmission System, a Maine general partnership, herein called "Transporter," and [name of Shipper], a [state] [entity] herein called "Shipper," pursuant to the following recital and representations:

WHEREAS, the Federal Energy Regulatory Commission ("FERC") has issued a Certificate of Public Convenience and Necessity, authorizing Transporter to construct, own, operate, and maintain a natural gas transmission system (herein called "System");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each Day thereafter on which Shipper and Transporter schedule Gas for transportation hereunder, Shipper shall cause the Scheduled Quantity, up to the Maximum Daily Quantity (MDQ), to be delivered to Transporter at the Receipt Point(s).

2. On the Commencement Date and each Day thereafter on which the Scheduled Quantity is delivered to Transporter at the Receipt Point(s) pursuant to Section 1 of this Article I, Transporter shall, subject to interruption of service by Transporter in accordance with this Contract and Transporter's Tariff, make the Scheduled Quantity available to or on behalf of Shipper at the Delivery Point(s).

3. Shipper shall be solely responsible for securing faithful performance by gas supplier(s) and/or any applicable upstream or downstream shippers and transporters in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of gas supplier(s) and/or any applicable upstream or downstream shippers and transporters to so perform.

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Original Sheet No. 514 Original Sheet No. 514 : Effective

ARTICLE II - INTERRUPTIBLE TRANSPORTATION CAPACITY

1. Shipper hereby contracts for the right to cause Transporter to receive from or for the account of Shipper at each Receipt Point such quantities of Gas up to the MDQ for such Receipt Point as set forth on the currently effective Schedule appended hereto, on any Day on which Transporter has interruptible capacity available to Shipper, and Transporter shall make available to or on behalf of Shipper on an interruptible basis at each Delivery Point on such Day such quantities of Gas up to the MDQ for such Delivery Point as set forth on the currently effective Schedule 2 appended hereto. Schedules 1 and 2 are hereby incorporated as part of this Contract.

2. Transporter shall make available to Shipper the service contracted for under this Article II on the Days and for the quantities of Gas for which Transporter has interruptible capacity available to Shipper, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

1. For each Month, Shipper agrees to pay the Recourse Rate, or a negotiated rate mutually agreed to in writing by Shipper and Transporter, multiplied by the sum of the Receipt Point Scheduled Quantity or Quantities during such Month; provided, however, that in the event that Transporter determines, in its sole discretion on a basis that is not unduly discriminatory, or otherwise pursuant to this Contract to render service on behalf of Shipper for a discounted usage rate, Transporter shall notify Shipper in writing of the amount of such discounted usage rate, the Day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each DTH of Scheduled Quantity to which a discounted usage rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable discounted usage rate in lieu of the maximum usage rate.

2. Shipper agrees to pay and shall pay all other applicable charges specified in Rate Schedule IT.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule IT and of the General Terms and Conditions as such may be revised or superseded from time to time, all of which by this reference are made a part hereof. The General Terms and Conditions and Rate Schedule IT shall control in the event of a conflict between the General Terms and Conditions or Rate Schedule IT and this Contract. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

First Revised Sheet No. 515 First Revised Sheet No. 515
Superseding: Original Sheet No. 515

ARTICLE V - TERM

1. This Contract shall be effective as of [INSERT DATE].
2. This Contract shall continue in force and effect until [expiration date], and Year to Year thereafter, unless terminated by either party upon ninety (90) Days prior written notice to the other; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.
3. Any provision of this Contract necessary to correct imbalances or to make payment under this Contract as required by the Tariff will survive the other parts of this Contract until such time as such balancing or payment has been accomplished.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
One Harbour Place
Portsmouth, New Hampshire 03801

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

Either party may change its address under this Article by written notice to the other party.

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

First Revised Sheet No. 516 First Revised Sheet No. 516
Superseding: Original Sheet No. 516

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Shipper shall have no recourse against any partner in Transporter with respect to the obligations of Transporter under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

Notwithstanding conflict-of-law rules, the interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Maine.

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

First Revised Sheet No. 517 First Revised Sheet No. 517

Superseding: Original Sheet No. 517

ARTICLE X - CHANGE IN TARIFF PROVISIONS

Shipper agrees that Transporter shall have the unilateral right to file with the Federal Energy Regulatory Commission or any successor regulating authority any changes in any of the provisions of its Tariff, including any of its Rate Schedules, or the General Terms and Conditions, as Transporter may deem necessary, and to make such changes effective at such times as Transporter desires and is possible under applicable law.

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Original Sheet No. 518 Original Sheet No. 518 : Effective

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM

By

ATTEST: [NAME OF SHIPPER]

By

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

First Revised Sheet No. 519 First Revised Sheet No. 519

Superseding: Original Sheet No. 519

SCHEDULE 1

Receipt Point:

Maximum Daily Quantity:

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

First Revised Sheet No. 520 First Revised Sheet No. 520

Superseding: Original Sheet No. 520

SCHEDULE 2

Delivery Point:

Maximum Daily Quantity:

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Sheet No. 521 Sheet No. 521 : Effective

ORIGINAL SHEET NO. 521
HAS NOT BEEN ISSUED, BUT HAS
BEEN RESERVED FOR FUTURE USE

Effective Date: 03/01/2009 Status: Effective
FERC Docket: RP09-338-000

First Revised Sheet No. 522 First Revised Sheet No. 522
Superseding: Original Sheet No. 522

MASTER CAPACITY RELEASE AGREEMENT

This Master Capacity Release Agreement ("Agreement") is made as of the [date] Day of [Month], [Year], by and between Portland Natural Gas Transmission System, a Maine general partnership, herein called "Transporter," and [name of Releasing Shipper], a [state] [entity], herein called "Releasing Shipper," pursuant to the following recitals and representations:

WHEREAS Transporter and Releasing Shipper have executed a Gas Transportation Contract for firm service dated [date], identified as Contract No. [#];

WHEREAS Releasing Shipper desires, from time to time, to release all or a portion of the capacity reserved by it under such Gas Transportation Contract for use by a Replacement Shipper pursuant to the capacity release provisions set forth in Section 11 of the General Terms and Conditions;

WHEREAS Transporter and Releasing Shipper now desire to establish the terms and conditions of a Master Capacity Release Agreement under which Releasing Shipper will, from time to time, release all or a portion of its firm capacity on a temporary or permanent basis;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Releasing Shipper agree as follows:

ARTICLE I - SCOPE AND PURPOSE OF THIS AGREEMENT

1. Subject to the terms and conditions of this Agreement and of Transporter's Tariff, Releasing Shipper may from time to time release all or part of its firm capacity to Transporter. Releasing Shipper agrees that subject to any recall rights stated in the Gas Transportation Contract between Transporter and Replacement Shipper, it will not request or be entitled to receive service under its Gas Transportation Contract to the extent and during the period that such service has been released hereunder and that Releasing Shipper's Gas Transportation Contract for firm service will effectively be amended to such extent.

The terms of a specific capacity release, including its quantity and duration, and the specific receipt and delivery points shall be set forth in the Addendum(s) to this Master Capacity Release Agreement, in the form attached hereto, executed by Releasing Shipper. The Addendum(s) shall be deemed to be an executed Capacity Release Agreement, under this Master Capacity Release Agreement, and shall be subject to the terms and conditions hereof and of Transporter's Tariff, including the provisions of Section 11 of the General Terms and Conditions. An officer of Shipper shall notify Transporter in writing of the person(s) authorized on behalf of Shipper to submit to Transporter specific capacity release transactions in the form of the Addendum attached hereto.

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Original Sheet No. 523 Original Sheet No. 523 : Effective

2. To the extent that Releasing Shipper does not hereunder release all of its rights to serve under its Gas Transportation Contract for firm service and/or if the term of Releasing Shipper's Gas Transportation Contract extends beyond the period of the release as described in the Addendum, Transporter agrees to provide service to Releasing Shipper under such Gas Transportation Contract as such Gas Transportation Contract is amended by the provisions of this Master Capacity Release Agreement.

ARTICLE II - RATE CREDITING PROVISIONS

1. Releasing Shipper's reservation charge shall be credited each Month by the reservation charge billed to Replacement Shipper(s) by Transporter (hereinafter the "Replacement Reservation Charge"), as well as any additional charges paid by Replacement Shipper, subject to such further crediting conditions as may be outlined in the Addendum and in Section 11 of the General Terms and Conditions.

2. Releasing Shipper shall remain liable to Transporter for the full amount of the reservation charge for any Month in which the Replacement Shipper(s) fails to pay all or any portion of the Replacement Reservation Charge owing under the Replacement Shipper's Gas Transportation Contract.

ARTICLE III- CAPACITY RELEASE MARKETING FEES

Releasing Shipper shall pay Transporter any applicable marketing fees set forth in Section 11 of the General Terms and Conditions.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule FT, and of the General Terms and Conditions as such may be revised or superseded from time to time, all of which are by this reference made a part hereof. The General Terms and Conditions and Rate Schedule FT shall control in the event of a conflict between the General Terms and Conditions or Rate Schedule FT and this Agreement. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Agreement.

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Original Sheet No. 524 Original Sheet No. 524 : Effective

ARTICLE V - LAW OF CONTRACT

Notwithstanding conflict-of-law rules, the interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Maine.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
One Harbour Place
Portsmouth, NH 03801
[fax number]

Notices to Releasing Shipper shall be addressed to:

[Name of Releasing Shipper]
[Address]
[fax number]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth herein above and shall continue in effect for a term of _____ ("Primary Term") and shall remain in force from thereafter unless terminated by either party by written notice _____ prior to the end of the Primary Term or any successive term thereafter.

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 525 Original Sheet No. 525 : Effective

IN WITNESS WHEREOF, the parties hereto have caused this Master Capacity Release Agreement to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM
_____ By _____

ATTEST: [NAME OF RELEASING SHIPPER]
_____ By _____

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

Second Revised Sheet No. 526 Second Revised Sheet No. 526
Superseding: First Revised Sheet No. 526

ADDENDUM 1
CAPACITY RELEASE

This capacity release is performed subject to the terms of the Master Capacity Release Agreement between Transporter and Shipper.

RELEASING CONTRACT REFERENCE:

TERM OF RELEASE:

RECEIPT POINT:

DELIVERY POINT:

QUANTITY:

CREDIT PROVISIONS:

1. Releasing Shipper's reservation charge shall be credited each Month as follows:

[Credit to be equal to the reservation charges billed to the Replacement Shipper as set forth on Attachment A of such Replacement Shipper's Gas Transportation Contract for firm service times the MDQ for each Day at each Receipt Point.]

SPECIAL CONDITIONS OF RELEASE:

This Addendum 1 is generated by Releasing Shipper's capacity release to [REPLACEMENT SHIPPER] (identified in PNGTS' electronic records as contract CR-XXXX-XXX) with a reservation rate of [\$X.XXXX / Dth /].

Releasing Shipper's release of capacity hereunder is subject to the following terms and conditions:

[LIST OF OTHER TERMS AND CONDITIONS IF APPLICABLE]

ATTEST:

[NAME OF RELEASING SHIPPER]

By

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Sheet No. 527 Sheet No. 527 : Effective

ORIGINAL SHEET NO. 527
HAS NOT BEEN ISSUED, BUT HAS
BEEN RESERVED FOR FUTURE USE

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Original Sheet No. 528 Original Sheet No. 528 : Effective

MASTER GAS TRANSPORTATION CONTRACT
WITH REPLACEMENT SHIPPER

This Master Gas Transportation Contract with Replacement Shipper ("Master Contract") is made as of the [date] Day of [Month], [Year] by and between Portland Natural Gas Transmission System, a Maine general partnership, herein called "Transporter," and [name of Replacement Shipper], a [state] [entity], herein called "Replacement Shipper," pursuant to the following recitals and representations:

WHEREAS Replacement Shipper may from time to time seek capacity released from a Releasing Shipper pursuant to the terms of Section 11 of the General Terms and Conditions and the specific terms and conditions described in each effective Addendum which is appended hereto;

WHEREAS Replacement Shipper, or another person on behalf of Replacement Shipper, has entered or is about to enter into all necessary contracts for the acquisition of Gas, for the delivery of such Gas to Transporter at one or more Receipt Point(s) on the System, and/or the further transportation of such Gas from one or more Delivery Point(s) on the System, as applicable;

WHEREAS Replacement Shipper represents that all necessary regulatory and governmental approvals to acquire and sell, transport, and, if appropriate, export and/or import the Gas to be transported by Transporter have been obtained;

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Original Sheet No. 529 Original Sheet No. 529 : Effective

WHEREAS Transporter and Replacement Shipper now desire to establish the terms and conditions under which Transporter will render firm services to Replacement Shipper by entering into this Master Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Replacement Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1. During the term of this Master Contract, on each Day on which Replacement Shipper and Transporter schedule Gas for transportation hereunder, Replacement Shipper shall cause the Scheduled Quantity up to the Maximum Daily Quantity (MDQ) to be delivered to Transporter at the Receipt Point(s).

2. Replacement Shipper shall execute each Addendum in the form appended hereto for each transaction under this Master Contract, which for purposes of Section 7 of the General Terms and Conditions shall set forth the term of the release transaction, the rate Replacement Shipper is obligated to pay, the Receipt and Delivery Point(s) Replacement Shipper may use, the maximum quantity of capacity Replacement Shipper has available for its use at such point(s), and other relevant terms and conditions associated with Replacement Shipper's acquisition of the released capacity. An officer of Shipper shall notify Transporter in writing of the person(s) authorized on behalf of Shipper to submit to Transporter such specific replacement shipper contracts.

The Addendum(s) shall be deemed to be an executed Capacity Release Agreement, under this Master Contract, and shall be subject to the terms and conditions hereof and of Transporter's Tariff, including the provisions of Section 11 of the General Terms and Conditions. An officer of Shipper shall notify Transporter in writing of the person(s) authorized on behalf of Shipper to submit to Transporter specific transactions in the form of the Addendum attached hereto.

3. On each Day during the Term of a transaction under this Master Contract, Transporter shall make the Scheduled Quantity available to or on behalf of Replacement Shipper at the Delivery Point(s) on a firm basis.

4. Replacement Shipper shall be solely responsible for securing faithful performance by gas supplier(s) and/or any applicable upstream or downstream shippers and transporters in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Replacement Shipper as a result of the failure of gas supplier(s) and/or any applicable upstream or downstream shippers and transporters to so perform.

Effective Date: 03/01/2009 Status: Effective
FERC Docket: RP09-338-000

First Revised Sheet No. 530 First Revised Sheet No. 530
Superseding: Original Sheet No. 530

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

1. Replacement Shipper hereby reserves the right to cause Transporter to receive from or for the account of Replacement Shipper at each Receipt Point on any Day such quantities of Gas up to the MDQ for such Receipt Point as set forth on each currently effective Addendum, and Transporter shall make available to or on behalf of Replacement Shipper at each Delivery Point on any Day such quantities of Gas up to the MDQ for such Delivery Point as set forth on the currently effective Addendum; provided, however, Replacement Shipper's right to

Effective Date: 09/01/2006 Status: Effective
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Original Sheet No. 531 Original Sheet No. 531 : Effective

request service hereunder, and Transporter's obligation to provide such service, shall be subject to the provisions of any Capacity Release Agreement executed by Replacement Shipper and Transporter; and, provided further, Replacement Shipper's right to request service hereunder and Transporter's obligation to provide such service shall be subject to the terms and conditions stated in each effective Addendum appended thereto.

2. Transporter shall make available to Replacement Shipper the service reserved under this Article II on the Days and for the quantities of Gas for which such service has been reserved, subject to Replacement Shipper's compliance with the terms and conditions of this Master Contract.

ARTICLE III- RATE

1. For each Month, Replacement Shipper agrees to pay the applicable maximum usage rate multiplied by the sum of the Receipt Point Scheduled Quantity or Quantities nominated by Replacement Shipper during such Month; provided, however, that in the event that Transporter determines, in its sole discretion on a basis that is not unduly discriminatory, or otherwise pursuant to this Contract, to render service on behalf of Replacement Shipper for a discounted usage rate, Transporter shall notify Replacement Shipper in writing of the amount of such discounted usage rate, the Day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each DTH of Scheduled Quantity to which a discounted usage rate applies, as set forth in Transporter's notice, Replacement Shipper agrees to pay and shall pay the applicable discounted usage rate in lieu of the maximum usage rate.

2. During the Term of this Contract, Replacement Shipper agrees to pay and shall pay the Monthly reservation charges set forth in each effective Addendum attached hereto.

3. If Replacement Shipper is a Releasing Shipper, as defined in Section 11 of the General Terms and Conditions, for each Month, the reservation charge billed to Replacement Shipper shall be credited in accordance with the applicable Rate Schedule and Section 11.17 of the General Terms and Conditions.

4. Replacement Shipper agrees to pay and shall pay all applicable charges specified in Rate Schedule FT.

5. Any additional rates or charges to be paid by Replacement Shipper shall be set forth in the Addendum applicable to each transaction hereunder.

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

Second Revised Sheet No. 532 Second Revised Sheet No. 532
Superseding: First Revised Sheet No. 532

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Master Contract and all terms and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule FT, and of the General Terms and Conditions as such may be revised or superseded from time to time, all of which by this reference are made a part hereof. The General Terms and Conditions and Rate Schedule FT shall control in the event of a conflict between the General Terms and Conditions or Rate Schedule FT and this Master Contract. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Master Contract.

ARTICLE V - TERM

1. This Master Contract shall become effective as of the date set forth herein above and shall continue in effect for a term of _____ ("Primary Term") and shall remain in force from thereafter unless terminated by either party by written notice _____ prior to the end of the Primary Term or any successive term thereafter.

2. This Master Contract shall be effective as of the date first herein above written; provided, however, that Transporter shall have no liability under this Master Contract and shall be under no obligation to receive or to deliver any quantities of Gas hereunder prior to the first Day of the Term.

3. This Master Contract shall continue in force and effect until the last Day of the Term; provided, however, that if the FERC authorizes Transporter to abandon service to Replacement Shipper on an earlier date, this Master Contract shall terminate as of such earlier date.

4. The termination of this Master Contract by expiration of fixed Contract term or by termination notice provided by Shipper triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.

5. Any provision of this Master Contract necessary to correct imbalances or to make payment under this Master Contract as required by the Tariff will survive the other parts of this Master Contract until such time as such balancing or payment has been accomplished.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
One Harbour Place
Portsmouth, New Hampshire 03801
[FAX NUMBER]

Effective Date: 03/01/2009 Status: Effective
FERC Docket: RP09-338-000

First Revised Sheet No. 533 First Revised Sheet No. 533
Superseding: Original Sheet No. 533

Notices to Replacement Shipper hereunder shall be addressed to:

[Name of Replacement Shipper]
[address]
[FAX NUMBER]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF MASTER CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Replacement Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Master Contract. Any party may, without relieving itself of its obligations under this Master Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Master Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Replacement Shipper in the event of an assignment by Transporter or Transporter in the event of an assignment by Replacement Shipper, which consents shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Master Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Replacement Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Replacement Shipper shall have no recourse against any partner in Transporter with respect to Transporter's obligations under this Master Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Master Contract; (c) no claim shall be made against any partner under or in connection with this Master Contract; (d) Replacement Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Master Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Replacement Shipper shall provide Operator with a waiver of subrogation of Replacement Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 534 Original Sheet No. 534 : Effective

ARTICLE IX - LAW OF CONTRACT

Notwithstanding conflict-of-law rules, the interpretation and performance of this Master Contract shall be in accordance with and controlled by the laws of the State of Maine.

ARTICLE X - CHANGE IN TARIFF PROVISIONS

Replacement Shipper agrees that Transporter shall have the unilateral right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions, or Pro Forma Contracts as Transporter may deem necessary, and to make such changes effective at such times as Transporter may deem necessary, and to make such changes effective at such times as Transporter desires and is possible under applicable law. Replacement Shipper may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

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FERC Docket: RP06-449-000

Original Sheet No. 535 Original Sheet No. 535 : Effective

IN WITNESS WHEREOF, the parties hereto have caused this Master Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM

_____ By _____

ATTEST: [NAME OF REPLACEMENT SHIPPER]

_____ By

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

Second Revised Sheet No. 536 Second Revised Sheet No. 536
Superseding: First Revised Sheet No. 536

ADDENDUM
REPLACEMENT SHIPPER CONTRACT

RELEASING CONTRACT REFERENCE:

TERM OF RELEASE:

RATE PROVISIONS:

Maximum Daily Quantity:

Receipt Point:

Delivery Point:

SPECIAL CONDITIONS OF RELEASE:

Shipper's acquisition of capacity hereunder is subject to the following terms and conditions:

This release is generated by [RELEASING SHIPPER'S NAME] capacity (identified in PNGTS' electronic records as contract XX-XXXX-XXX), Offer [YYYYMMDD-XXXXXX] with a reservation rate of [\$X.XXXX / Dth /].

[LIST OF OTHER TERMS AND CONDITIONS IF APPLICABLE]

The rights and obligations of Transporter and Shipper shall be subject to the terms set forth in this Addendum and Schedules 1 and 2, the Master Replacement Shipper Agreement, and the General Terms and Conditions of Transporter's Tariff.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM

_____ By _____

ATTEST: [NAME OF SHIPPER]

_____ By _____

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

First Revised Sheet No. 537 First Revised Sheet No. 537

Superseding: Original Sheet No. 537

SCHEDULE 1

Receipt Point:

Maximum Daily Quantity:

Maximum Contract Demand:

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

First Revised Sheet No. 538 First Revised Sheet No. 538

Superseding: Original Sheet No. 538

SCHEDULE 2

Delivery Point:

Maximum Daily Quantity:

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Sheet No. 539 Sheet No. 539 : Effective

ORIGINAL SHEET NO. 539
HAS NOT BEEN ISSUED, BUT HAS
BEEN RESERVED FOR FUTURE USE

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First Revised Sheet No. 540 First Revised Sheet No. 540
Superseding: Original Sheet No. 540

SHEET NO. 540
HAS NOT BEEN ISSUED, BUT HAS
BEEN RESERVED FOR FUTURE USE

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Superseding: Original Sheet No. 541

SHEET NO. 541
HAS NOT BEEN ISSUED, BUT HAS
BEEN RESERVED FOR FUTURE USE

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First Revised Sheet No. 542 First Revised Sheet No. 542
Superseding: Original Sheet No. 542

SHEET NO. 542
HAS NOT BEEN ISSUED, BUT HAS
BEEN RESERVED FOR FUTURE USE

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FERC Docket: RP10-885-000

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Superseding: Original Sheet No. 543

SHEET NO. 543
HAS NOT BEEN ISSUED, BUT HAS
BEEN RESERVED FOR FUTURE USE

Effective Date: 08/01/2010 Status: Effective

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First Revised Sheet No. 544 First Revised Sheet No. 544
Superseding: Original Sheet No. 544

SHEET NO. 544
HAS NOT BEEN ISSUED, BUT HAS
BEEN RESERVED FOR FUTURE USE

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SHEET NO. 545
HAS NOT BEEN ISSUED, BUT HAS
BEEN RESERVED FOR FUTURE USE

Effective Date: 08/01/2010 Status: Effective
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First Revised Sheet No. 546 First Revised Sheet No. 546
Superseding: Original Sheet No. 546

PARK AND LOAN SERVICE CONTRACT

This Park and Loan Contract ("Contract") is made as of the [date] Day of [month], [year] by and between the Portland Natural Gas Transmission System, a Maine general partnership, herein "Transporter" and [name of Shipper] a [state] [entity], herein "Shipper," pursuant to the following recitals and representations:

WHEREAS, Shipper has entered into Gas supply arrangements, including transportation upstream of Transporter's System, and will make arrangements for the delivery of such gas supply for the account of Shipper to the receipt point(s), and to make arrangements for the receipt and transportation of such gas downstream of the delivery point(s) on Transporter's System; and

WHEREAS, Transporter and Shipper desire to establish the terms and conditions under which Transporter will render park and loan service to Shipper by entering into this Park and Loan Service Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each day thereafter on which Shipper and Transporter schedule Parking service and subject to the interruption of service by Transporter in accordance with this Contract and Transporter's Tariff, (i) Shipper shall cause the Parked Quantity to be delivered to Transporter at the Parking Point(s) and (ii) Transporter shall hold the Parked Quantity for Shippers Account and, upon scheduling, return any Parked Quantities to or on behalf of Shipper at the Parking Point(s).

2. On the Commencement Date and each day thereafter on which Shipper and Transporter schedule Loan service and subject to the interruption of service by Transporter in accordance with this Contract and Transporter's Tariff, (i) Transporter shall make available to or on behalf of Shipper the Loan Quantity at the Loan Point(s) and (ii) upon scheduling, Shipper shall cause any Loan Quantities to be returned at the Loan Point(s).

3. Pursuant to this Park and Loan Service Contract, Rate Schedule PAL and the General Terms and Conditions, Shipper shall use Transporter's Interactive Internet Website to nominate each individual park and loan transaction.

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 547 Original Sheet No. 547 : Effective

4. Shipper shall be solely responsible for securing faithful performance by the supplier(s) of Gas under Shipper's Contracts and/or any applicable upstream or downstream shippers in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of said gas supplier(s) and/or any applicable upstream or downstream shippers to so perform.

5. In the event that Shipper wishes to move Parked Quantities or Loaned Quantities from one Parking or Loan Point to another Parking or Loan Point on Transporters system, Shipper shall be responsible for arranging such transportation in accordance with the provisions of an appropriate Rate Schedule and the General Terms and Conditions of Transporter's Tariff.

ARTICLE II - PARK AND LOAN CAPACITY

The availability of Park and Loan capacity is subject to Transporter's determination of the availability of such service, as set forth in Rate Schedule PAL.

ARTICLE III- MAXIMUM LOAN QUANTITY

Pursuant to this Contract and Rate Schedule PAL, Transporter and Shipper agree that the Maximum Loaned Quantity (MLQ) available to Shipper, cumulative at all Loaned Points, shall be _____ at any given time.

ARTICLE IV - RATE

The rate for Park or Loan service provided by Transporter to Shipper, shall be as provided in Rate Schedule PAL.

ARTICLE V - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule PAL and of the General Terms and Conditions of Transporter's Tariff, as such may be revised or superseded from time to time, all of which by this reference are made a part hereof. The General Terms and Conditions and Rate Schedule PAL shall control in the event of a conflict between the General Terms and Conditions or Rate Schedule PAL and this Contract. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

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First Revised Sheet No. 548 First Revised Sheet No. 548
Superseding: Original Sheet No. 548

ARTICLE VI - TERM

1. The Commencement Date shall be [month] [day], [year], provided, however, that Transporter shall have no liability under this Contract and shall be under no obligation to receive or to deliver any quantities of Gas hereunder, and Shipper shall be under no obligation to pay for transportation, prior to the Effective Date.

2. This Contract shall continue in force and effect until [month] [day], [year] and Year to Year thereafter unless terminated by either party upon thirty (30) days prior written notice to the other, as set forth in Rate Schedule PAL, or otherwise terminated by Transporter, pursuant to Rate Schedule PAL.

3. The termination of this Contract by expiration of fixed Contract term or by termination notice provided by Shipper triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.

4. Any provision of this Contract necessary to correct imbalances or to make payment under this Contract as required by the Tariff will survive the other parts of this Contract until such time as such balancing or payment has been accomplished.

ARTICLE VII - NOTICES

Notices to Transporter shall be addressed to:
Portland Natural Gas Transmission System
One Harbour Place
Portsmouth, New Hampshire 03801

Notices to Shipper hereunder shall be addressed to:

Either party may change its address under this Article by written notice to the other party.

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Original Sheet No. 549 Original Sheet No. 549 : Effective

ARTICLE VIII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter, or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this Article VIII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE IX - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Shipper shall have no recourse against any partner in Transporter with respect to Transporter's obligations under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator of Transporter's facilities, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE X - LAW OF CONTRACT

Notwithstanding conflict-of-laws rules, the interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Maine.

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Original Sheet No. 550 Original Sheet No. 550 : Effective

ARTICLE XI - CHANGE IN TARIFF PROVISIONS

Shipper agrees that Transporter shall have the unilateral right to file with the Federal Energy Regulatory Commission or any successor regulatory authority any changes in any of the provisions of its Tariff, including of any of its Rate Schedules, or the General Terms and Conditions, as Transporter may deem necessary, and to make such changes effective at such times as Transporter desires and is possible under applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM

_____ By _____

ATTEST:

_____ By _____

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Sheet No. 551 Sheet No. 551 : Effective

ORIGINAL SHEET NO. 551
HAS NOT BEEN ISSUED, BUT HAS
BEEN RESERVED FOR FUTURE USE

Original Sheet No. 552 Original Sheet No. 552 : Effective

REQUEST FOR SERVICE

- (1) Type of Service.
(Name) (hereafter "Requester") herein requests service from
Portland Natural Gas Transmission System (hereafter "PNGTS")
under Rate Schedule (specify)
- (2) Complete Legal Name of Service Applicant:

-
- (a) Type of Legal Entity:
(b) State of Incorporation:
(c) Shipper is (Check one):
- | | |
|---------------------|----------------------------|
| Interstate Pipeline | Intrastate Pipeline |
| End-User | Local Distribution Company |
| Broker | Producer |
| Marketer | Other |

- (3) Gas Quantities
- | | |
|---------------------------|------------------------------------|
| Receipt Points
(List) | Maximum Daily Quantity
(Amount) |
| | (Total) |
| Delivery Points
(List) | Maximum Daily Quantity
(Amount) |
| | (Total) |

Original Sheet No. 553 Original Sheet No. 553 : Effective

- (4) Agents
For each Receipt and Delivery Point listed above in item (3), identify all parties who will tender or receive gas for Requester's account, or who will otherwise act on behalf of Requester as an agent. Describe fully the particulars of that arrangement. Throughout the term of Shipper's executed Service Agreement, Shipper must use this form of "Request for Service" to designate any changes in such third party designations.
- (5) Term
The proposed dates for service commencement and termination are (Date) _____ and _____ (Date) , respectively.
- (6) Certification
Requester hereby certifies that it has title to the subject gas or that Requester will enter into all contractual agreements to acquire title to the gas for which transportation is requested. Requester furthermore hereby certifies that it has or will enter into all contractual agreements necessary to ensure that all upstream and downstream transportation is in place prior to the date on which service is requested to commence.
- (7) Facilities
The identification and location of facilities, to be constructed or installed by any party, that are necessary for receipt of gas by PNGTS or for delivery to and/or utilization of gas by the Requester, or direct or indirect customers of Requester, are as follows:
- | Facilities
(Identification and Description) | Location
(Description) |
|--|---------------------------|
|--|---------------------------|
- (8) Rate
Describe Rate Schedule, percentage of maximum posted rate, the level(s) of a negotiated rate, etc., as applicable.
- (9) Officer
Name and full title of officer (or general partner) of Shipper who will execute service agreement with Portland Natural Gas Transmission System:
- (10) Contact
Contact person for service request:

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

First Revised Sheet No. 554 First Revised Sheet No. 554

Superseding: Original Sheet No. 554

Mailing Address:

Street Address:

Phone:

Fax No.:

Email:

(11) Billing Contact
Name of person responsible for invoices and billing notices:

Mailing Address:

Street Address:

Phone:

Fax No.:

Email:

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 555 Original Sheet No. 555 : Effective

(12) Credit Information

Requester shall include all credit information that complies with the terms and provisions of the PNGTS FERC Gas Tariff, Section 3 of the General Terms and Conditions.

Submitted by: (Name, Position)

On Behalf of: (Requester)

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Sheet Nos. 556 - 559 Sheet Nos. 556 - 559 : Effective

ORIGINAL SHEET NOS. 556-559
HAVE NOT BEEN ISSUED, BUT HAVE
BEEN RESERVED FOR FUTURE USE

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FERC Docket: RP10-885-000

First Revised Sheet No. 560 First Revised Sheet No. 560
Superseding: Original Sheet No. 560

PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR FT-FLEX LIMITED FIRM TRANSPORTATION SERVICE

This Gas Transportation Contract (Contract) is made as of the _____ Day of _____ by and between Portland Natural Gas Transmission System, a Maine general partnership, herein Transporter and [name of Shipper] a [state] [entity], herein Shipper, pursuant to the following recitals and representations:

WHEREAS, Shipper intends to enter into natural gas supply arrangements, including transportation upstream of Transporter's System, and to make arrangements for the delivery of such gas supply for the account of Shipper to the receipt point(s), and to make arrangements for the receipt and transportation of such gas downstream of the delivery point(s) on Transporter's System; and

WHEREAS, Shipper intends to apply for and, subject to the terms and conditions set forth herein, receive and accept all necessary federal, provincial or state regulatory authorization or exemptions in the United States and Canada in order to transport and deliver gas for the account of Shipper from the receipt point(s) and deliver such gas downstream or upstream of the delivery point(s) on Transporter's System;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

A. Transporter agrees to provide to Shipper, and Shipper hereby agrees to accept, firm natural gas transportation service on Transporter's System under Transporter's Rate Schedule FT-FLEX. The transportation service, unless otherwise agreed upon, will be provided at the maximum applicable rate as approved by the FERC in the Tariff, as the Tariff may be changed from time to time.

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FERC Docket: RP06-449-000

Original Sheet No. 561 Original Sheet No. 561 : Effective

B. Subject to Rate Schedule FT-FLEX on the Commencement Date and each Day thereafter on which Transporter schedules Gas for transportation hereunder, Shipper shall cause such quantity, up to the Maximum Daily Quantity (MDQ), to be delivered to Transporter at the Receipt Point(s), and Transporter shall make such quantity available to or on behalf of Shipper at the Delivery Point(s) unless Transporter elects not to schedule such service pursuant to paragraph 2 (d) of Transporter's Rate Schedule FT-FLEX service.

C. Shipper shall be solely responsible for securing faithful performance by gas supplier(s) and/or any applicable upstream or downstream shippers and transporters in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of gas supplier(s) and/or any applicable upstream or downstream shippers and transporters to so perform.

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

A. Subject to the provisions of Rate Schedule FT-FLEX, Shipper hereby reserves the right to cause Transporter to receive from or for the account of Shipper at each Receipt Point on any Day such quantities of Gas up to the MDQ for such Receipt Point as set forth on the currently effective Schedule 1 appended hereto and Transporter shall make available to or on behalf of Shipper at each Delivery Point on any Day such quantities of Gas up to the MDQ for such Delivery Point as set forth on the currently effective Schedule 2 appended hereto. Schedules 1 and 2 are hereby incorporated as part of this Contract.

B. Subject to the provisions of Rate Schedule FT-FLEX, Transporter shall make available to Shipper the service reserved under this Article II on the Days and for the quantities of Gas for which such service has been reserved, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

For each Month, Shipper agrees to pay the rates and charges specified in Article 3 (a)-(b), of Rate Schedule FT-FLEX; provided however, that in the event that Transporter determines, in its sole discretion or otherwise pursuant to this Contract, to render service on behalf of Shipper for a discounted or negotiated reservation and/or usage rate, Transporter shall notify Shipper in writing of the amount of such discounted or negotiated rate, the Day(s) on which such rate shall be in effect and the quantities of which such rate applies. For each DTH of the Maximum Contract Demand to which a discounted or negotiated reservation and/or usage rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable discounted or negotiated reservation and/or usage rate in lieu of the maximum reservation and/or usage rate.

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First Revised Sheet No. 562 First Revised Sheet No. 562
Superseding: Original Sheet No. 562

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule FT-FLEX and of the General Terms and Conditions of Transporter's Tariff, as such may be revised or superseded from time to time, all of which by this reference are made a part hereof. The General Terms and Conditions and Rate Schedule FT-FLEX shall control in the event of a conflict between the General Terms and Conditions or Rate Schedule FT-FLEX and this Contract. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

ARTICLE V - TERM

A. The Commencement Date for service under this Contract shall be [, 20].

B. This Contract shall continue in force and effect until [_____, 20], and Year to Year thereafter unless terminated by either party upon twelve (12) Months prior written notice to the other; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.

C. The termination of this Contract by expiration of fixed Contract term or by termination notice provided by Shipper triggers pre-grant of abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.

D. Any provision of this Contract necessary to correct imbalances or to make payment under this Contract as required by the Tariff will survive the other parts of this Contract until such time as such balancing or payment has been accomplished.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
One Harbour Place, Suite 375
Portsmouth, New Hampshire 03801
Attention: Vice President - Business Development and Marketing

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

Either party may change its address under this Article by written notice to the other party.

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FERC Docket: RP06-449-000

Original Sheet No. 563 Original Sheet No. 563 : Effective

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter, or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this Article VII do not prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Shipper shall have no recourse against any partner in Transporter with respect to Transporter's obligations under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

Notwithstanding conflict-of-laws rules, the interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Maine.

ARTICLE X - CHANGE IN TARIFF PROVISIONS

Shipper agrees that Transporter shall have the unilateral right to file with the FERC or any successor regulatory authority any changes in any of the provisions of its Tariff, including of any of its Rate Schedules, or the General Terms and Conditions, as Transporter may deem necessary, and to make such changes effective at such times as Transporter desires and is possible under applicable law.

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Original Sheet No. 564 Original Sheet No. 564 : Effective

ARTICLE XI - DEFAULT AND REMEDIES

If either Party defaults under this Contract, the other Party shall have available all remedies under the law.

ARTICLE XII - MISCELLANEOUS

This Contract, including the Tariff and Rate Schedule FT-FLEX, reflects the whole and entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM

By

ATTEST: [NAME OF SHIPPER]

By

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

First Revised Sheet No. 565 First Revised Sheet No. 565
Superseding: Original Sheet No. 565

SCHEDULE 1

Receipt Point:

Maximum Daily Quantity:

Maximum Contract Demand:

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First Revised Sheet No. 566 First Revised Sheet No. 566

Superseding: Original Sheet No. 566

SCHEDULE 2

Delivery Point:

Maximum Daily Quantity:

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FERC Docket: RP06-449-000

Sheet Nos. 567 - 570 Sheet Nos. 567 - 570 : Effective

ORIGINAL SHEET NOS. 567-570
HAVE NOT BEEN ISSUED, BUT HAVE
BEEN RESERVED FOR FUTURE USE

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PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR HOURLY RESERVE SERVICE

This Gas Transportation Contract ("Contract") is made as of the ____ Day of _____ by and between the Portland Natural Gas Transmission System, a Maine general partnership, herein "Transporter" and [name of shipper] a [state] [entity], herein "Shipper," pursuant to the following recitals and representations:

WHEREAS, Shipper intends to enter into natural gas supply arrangements, including, as necessary, storage and transportation upstream of Transporter's System, and to make arrangements for the delivery of such gas supply for the account of Shipper to the receipt point(s), and to make arrangements for the receipt and transportation of such gas downstream of the delivery point(s) on Transporter's System; and

WHEREAS, Shipper intends to apply for and, subject to the terms and conditions set forth herein, receive and accept all necessary federal, provincial or state regulatory authorizations or exemptions in the United States and Canada in order to deliver gas for the account of Shipper to the receipt point(s), and receive and transport such gas downstream of the delivery point(s) on Transporter's System; and

WHEREAS, Transporter has applied for and holds all necessary United States regulatory authorizations or exemptions to accept delivery of gas tendered by Shipper at the receipt point(s) and to transport such gas on behalf of Shipper to the delivery point(s), subject to the terms and conditions of this contract for transportation service on Transporter's System between Transporter and Shipper and Transporter's gas tariff as approved by the FERC (the "FERC Tariff");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

1. Shipper shall apply for or cause to be applied for all of the governmental authorizations or exemptions necessary to enable Shipper to deliver to and receive from Transporter the transportation quantities specified below.
2. Subject to the conditions herein, Transporter hereby agrees to provide the Shipper, and Shipper hereby agrees to accept, firm natural gas transportation service on Transporter's System under Transporter's Rate Schedule HRS, providing for firm hourly transportation of the quantities of natural gas specified below. Such firm hourly transportation service shall be provided for the term specified in Schedule 2. The transportation service, unless otherwise agreed upon, will be provided at the maximum applicable rate as approved by the FERC in the Tariff, as the Tariff may be changed from time to time, subject to the rate discount provisions set forth below.

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Original Sheet No. 572 Original Sheet No. 572 : Effective

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each Day thereafter on which Shipper and Transporter schedule Gas for transportation hereunder, Shipper shall cause the Scheduled Quantity, up to the Maximum Daily Quantity (MDQ), to be delivered to Transporter at the Receipt Point(s) designated on Schedule 1 hereto. Shipper's tender of Gas shall be at uniform rates over a twenty-four hour period to the extent practicable.
2. On the Commencement Date and each Day thereafter, Transporter shall make the Scheduled Quantity, up to the Maximum Hourly Quantity (MHQ), available to or on behalf of Shipper at the Delivery Point(s) designated on Schedule 2 hereto on a firm hourly basis.
3. Shipper shall be solely responsible for securing faithful performance by gas supplier(s) and/or any applicable upstream or downstream shippers and transporters in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of gas supplier(s) and/or any applicable upstream or downstream shippers and transporters to so perform.

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

1. Subject to the provisions of Rate Schedule HRS, the General Terms and Conditions of Transporter's FERC Tariff, and the terms and conditions of this Contract, Shipper hereby reserves the right to cause Transporter to receive from or for the account of Shipper at each Receipt Point on any Day such quantities of Gas up to the MDQ for such Receipt Point as set forth on the currently effective Schedule 1 appended hereto and Transporter shall make available to or on behalf of Shipper at the Primary Delivery Point on any Day such quantities of Gas up to the MDQ for such Delivery Point as set forth on the currently effective Schedule 2 appended hereto. Schedules 1 and 2 are hereby incorporated as part of this Contract.
2. Subject to the provisions of Rate Schedule HRS, the General Terms and Conditions of Transporter's FERC Tariff, and the terms and conditions of this Contract, Transporter shall make available to Shipper the service reserved under this Article II on the Days and Hours, and for the MDQ and MHQ for which such service has been reserved, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

1. For each Month, Shipper agrees to pay the rates and charges specified in Section 3, of Rate Schedule HRS; provided however, that in the event that Transporter determines, in its sole discretion or otherwise pursuant to this Contract, to render service on behalf of Shipper for a discounted or negotiated reservation and/or usage rate, Transporter shall notify Shipper, in writing, of the amount of such discounted or negotiated rate, the Day(s) on which such rate shall be in effect and the quantities of which such rate applies. For each DTH of the Maximum Contract Demand to which a discounted or negotiated reservation and/or usage rate applies, as

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FERC Docket: RP06-449-000

Original Sheet No. 573 Original Sheet No. 573 : Effective

set forth in Transporter's notice, Shipper agrees to pay the applicable discounted or negotiated reservation and/or usage rate in lieu of the maximum reservation and/or usage rate.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule HRS and of the General Terms and Conditions of Transporter's Tariff, as such may be revised or superseded from time to time, all of which by this reference are made a part hereof. The General Terms and Conditions and Rate Schedule HRS shall control in the event of conflict between the General Terms and Conditions or Rate Schedule HRS and this Contract. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

ARTICLE V - TERM

1. The Commencement Date for service under this Contract shall be [month/date, year].
2. This Contract shall be effective as of the date first hereinabove written, provided, however, that Transporter shall have no liability under this Contract and shall be under no obligation to receive or to deliver any quantities of Gas hereunder, and Shipper shall be under no obligation to pay for transportation, prior to the Commencement Date.
3. This Contract shall continue in force and effect until [expiration date], and Year to Year thereafter unless terminated by either party upon twelve (12) Months prior written notice to the other; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.
4. The termination of this Contract by expiration of fixed Contract term, by termination notice provided by Shipper or Transporter under section 3 of this Article V, or by mutual agreement of Shipper and Transporter triggers pre-granted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.
5. Any provision of this Contract necessary to correct or cash-out imbalances or to make payment under this Contract as required by the Tariff will survive the other parts of this Contract until such time as such balancing or payment has been accomplished.

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ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
One Harbour Place
Portsmouth, New Hampshire 03801
Attn: Vice-President - Business Development & Marketing

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[Address]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity, which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Contract. Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to a creditworthy entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter, or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld; provided however that nothing in this Article VII is intended to abridge Shipper's right to release capacity in compliance with the provisions of 18 C.F.R. Section 284.8 and the terms and conditions of Transporter's Tariff. It is further agreed that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

Shipper acknowledges that Transporter may make a collateral assignment of this Contract to financial institutions (collectively, the "Lenders") in connection with a Financing Agreement and agrees that if the Lenders succeed to the interest of Transporter by foreclosure or otherwise Shipper shall accord the Lenders the same rights as Transporter hereunder

In order to facilitate obtaining financing or refinancing for the System, Shipper shall execute such consents, agreements or similar documents with respect to a collateral assignment hereof to the Lenders, and any credit support documents, and shall deliver an opinion of counsel at Shipper's disbursement on behalf of the Shipper within ten (10) business days and any provider of credit support, as Lenders may reasonably request in connection with the documentation of the financing or refinancing with respect to the System, which consent and opinion shall, among other things, warrant or opine the enforceability of this Contract.

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Original Sheet No. 575 Original Sheet No. 575 : Effective

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Shipper shall have no recourse against any partner in Transporter with respect to Transporter's obligations under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or wilful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

Notwithstanding conflict-of-laws rules, the interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Maine.

ARTICLE X - CHANGE IN TARIFF PROVISIONS

Shipper agrees that Transporter shall have the unilateral right to file with the Federal Energy Regulatory Commission or any successor regulatory authority any changes in any of the provisions of its Tariff, including any of its Rate Schedules, or the General Terms and Conditions, as Transporter may deem necessary, and to make such changes effective at such time as Transporter desires and is possible under applicable law.

ARTICLE XI - MISCELLANEOUS

This Contract, including the Tariff and Rate Schedule HRS, reflects the whole and entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

Effective Date: 09/01/2006 Status: Effective

FERC Docket: RP06-449-000

Original Sheet No. 576 Original Sheet No. 576 : Effective

PORTLAND NATURAL GAS TRANSMISSION SYSTEM

By:

[NAME OF SHIPPER]

By:

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

First Revised Sheet No. 577 First Revised Sheet No. 577

Superseding: Original Sheet No. 577

SCHEDULE 1

Receipt Point:

Maximum Daily Quantity:

Maximum Contract Demand:

Effective Service Period:

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

First Revised Sheet No. 578 First Revised Sheet No. 578

Superseding: Original Sheet No. 578

SCHEDULE 2

Option No.:

Delivery Point:

Maximum Daily Quantity:

Maximum Hourly Quantity: DTH

Maximum Contract Demand:

Effective Service Period:

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

First Revised Sheet No. 579 First Revised Sheet No. 579
Superseding: Original Sheet No. 579

PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR SHORT TERM FIRM TRANSPORTATION SERVICE

This Gas Transportation Contract ("Contract") is made as of the [date] Day of [month], [year] by and between the Portland Natural Gas Transmission System, a Maine general partnership, herein "Transporter" and [name of Shipper] a [state] [entity], herein "Shipper," pursuant to the following recitals and representations:

WHEREAS, Shipper desires to purchase firm transportation service on Transporter's System for a term of less than one year; and

WHEREAS, Shipper intends to enter into natural gas supply arrangements, including transportation upstream of Transporter's System, and to make arrangements for the delivery of such gas supply for the account of Shipper to the receipt point(s), and to make arrangements for the receipt and transportation of such gas downstream of the delivery point(s) on Transporter's System; and

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

Original Sheet No. 580 Original Sheet No. 580

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

1. Shipper shall apply for or cause to be applied for and use reasonable best efforts to obtain all of the agreements and governmental authorizations or exemptions necessary to enable Shipper to deliver to and receive from Transporter the transportation quantities specified below.

2. Subject to the conditions herein, Transporter hereby agrees to provide to Shipper, and Shipper hereby agrees to accept, firm natural gas transportation service on Transporter's System under Transporter's Rate Schedule FT, providing for firm transportation from the receipt point(s) of the quantities of natural gas specified below. Such firm transportation service shall be provided for the term specified in Schedule 1. The transportation service, unless otherwise agreed upon, will be provided at the maximum applicable rate as approved by the FERC in the Tariff, as the Tariff may be changed from time to time, subject to the rate discount provisions set forth below.

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each Day thereafter on which Shipper and Transporter schedule Gas for transportation hereunder, Shipper shall cause the Scheduled Quantity, up to the Maximum Daily Quantity (MDQ), to be delivered to Transporter at the Receipt Point(s).

2. On the Commencement Date and each Day thereafter, Transporter shall make the Scheduled Quantity available to or on behalf of Shipper at the Delivery Point(s) on a firm basis.

3. Shipper shall be solely responsible for securing faithful performance by gas supplier(s) and/or any applicable upstream or downstream shippers and transporters in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of gas supplier(s) and/or any applicable upstream or downstream shippers and transporters to so perform.

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

Original Sheet No. 581 Original Sheet No. 581

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

1. Shipper hereby reserves the right to cause Transporter to receive from or for the account of Shipper at each Receipt Point on any Day such quantities of Gas up to the MDQ for such Receipt Point as set forth on the currently effective Schedule 1 appended hereto and Transporter shall make available to or on behalf of Shipper at each Delivery Point on any Day such quantities of Gas up to the MDQ for such Delivery Point as set forth on the currently effective Schedule 1 appended hereto. Schedule 1 is hereby incorporated as part of this Contract.

2. Transporter shall make available to Shipper the service reserved under this Article II on the Days and for the quantities of Gas for which such service has been reserved, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

1. For each Month, Shipper agrees to pay the Recourse Usage Rate, or a negotiated usage rate mutually agreed to in writing by Shipper and Transporter, as set forth on the currently effective Schedule 1 appended hereto, multiplied by the sum of the Delivery Point Scheduled Quantity or Quantities during such Month.

2. For each Month, Shipper agrees to pay the Short Term Recourse Reservation Rate, or a negotiated rate mutually agreed to in writing by Shipper and Transporter as set forth on the currently effective Schedule 1 attached hereto, multiplied by the Shipper's Maximum Contract Demand as specified in this Contract.

3. Shipper agrees to pay and shall pay all applicable charges specified in Rate Schedule FT.

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

Original Sheet No. 582 Original Sheet No. 582

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule FT and of the General Terms and Conditions of Transporter's Tariff, as such may be revised or superseded from time to time, all of which by this reference are made a part hereof. The General Terms and Conditions and Rate Schedule FT shall control in the event of a conflict between the General Terms and Conditions or Rate Schedule FT and this Contract. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

ARTICLE V - TERM

1. The Commencement Date shall be [state date].
2. This Contract shall be effective as of the date first hereinabove written, provided, however, that Transporter shall have no liability under this Contract and shall be under no obligation to receive or to deliver any quantities of Gas hereunder, and Shipper shall be under no obligation to pay for transportation, prior to the Commencement Date.
3. This Contract shall continue in force and effect until [state expiration date]; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.
4. The termination of this Contract by expiration of fixed Contract term or by termination notice provided by Shipper triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.
5. Any provision of this Contract necessary to correct imbalances or to make payment under this Contract as required by the Tariff will survive the other parts of this Contract until such time as such balancing or payment has been accomplished.

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-885-000

Original Sheet No. 583 Original Sheet No. 583

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
One Harbour Place
Portsmouth, New Hampshire 03801

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter, or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

Original Sheet No. 584 Original Sheet No. 584

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Shipper shall have no recourse against any partner in Transporter with respect to Transporter's obligations under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

Notwithstanding conflict-of-laws rules, the interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Maine.

ARTICLE X - CHANGE IN TARIFF PROVISIONS

Shipper agrees that Transporter shall have the unilateral right to file with the Federal Energy Regulatory Commission or any successor regulatory authority any changes in any of the provisions of its Tariff, including of any of its Rate Schedules, or the General Terms and Conditions, as Transporter may deem necessary, and to make such changes effective at such times as Transporter desires and is possible under applicable law.

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

Original Sheet No. 585 Original Sheet No. 585

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM

By:

ATTEST: [NAME OF SHIPPER]

By:

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

Original Sheet No. 586 Original Sheet No. 586

SCHEDULE 1

Primary Receipt Point:

Primary Delivery Point:

Maximum Daily Quantity:

Maximum Contract Demand Quantity:

Effective Service Period:

Negotiated Rate Provision(s):

Shipper's charge shall be calculated as follows:

For [state term], Shipper agrees to pay a negotiated rate of [state rate] per Dth per Day multiplied by the sum of the Maximum Contract Demand Quantity during such term.

Other Terms and Conditions:

[state other terms and conditions, if any]

Effective Date: 08/01/2010 Status: Effective

FERC Docket: RP10-885-000

Sheet Nos. 587 - 649 Sheet Nos. 587 - 649

ORIGINAL SHEET NOS. 587-649
HAVE NOT BEEN ISSUED, BUT HAVE
BEEN RESERVED FOR FUTURE USE

Effective Date: 09/01/2006 Status: Effective
FERC Docket: RP06-449-000

Original Sheet No. 650 Original Sheet No. 650 : Effective

Negotiated Rates

Transporter will record, in separately designated sub-accounts, all revenues and costs that directly derive from or apply to any of the service contracts listed below. The prospective treatment or disposition of all such revenues and costs shall be addressed explicitly in any prospective rate change filing of Transporter and shall otherwise be governed by any applicable directives or regulations of FERC.

Customer Volume	Contract Date	Negotiated Rate	Service Type	Receipt/ Delivery
Bay State Gas 40,600 Dth/day	June 27, 1997	For the period November 1 through March 31, 1.9 times the Recourse Reservation Rate	FT	Pittsburg/ Dracut
Northern 33,000 Dth/day Utilities, Inc.	June 27, 1997	For the period November 1 through March 31, 1.9 times the Recourse Reservation Rate	FT	Pittsburg/ Westbrook GS Eliot Newington NH

Services provided pursuant to Negotiated Rate contracts are available to any similarly situated Shipper on a non-discriminatory basis.

Effective Date: 07/01/2010 Status: Effective
FERC Docket: RP10-758-000

Original Sheet No. 651 Original Sheet No. 651

NON-CONFORMING SERVICE AGREEMENTS
PURSUANT TO § 154.112(b)

Rate Schedule	Contract No.	Shipper Name	Effective Date
FT	FT-1999-002	H.Q. Energy Services (U.S.) Inc.	3/10/1999
FT	FT-1999-001	EnergyNorth Natural Gas, Inc.	11/1/1999
FT	FT-1998-002	The Mead Corporation	3/11/1999
FT	FT-1997-007	Wausau Papers of New Hampshire, Inc.	10/1/1999
CR	CR-2003-009	Tenaska Marketing Ventures	3/28/2003
CR	CR-2005-021	Utility Resource Solutions	10/26/2005
CR	CR-2005-012	Coral Energy Resources, L.P.	8/22/2005
CR	CR-2005-008	NewPage Corporation	5/24/2005
CR	CR-2004-014	Energy America, LLC	10/27/2004
CR	CR-2004-011	Emera Energy Services, Inc.	3/29/2004

Effective Date: 07/01/2010 Status: Effective

FERC Docket: RP10-758-000

Original Sheet No. 652 Original Sheet No. 652

NON-CONFORMING SERVICE AGREEMENTS (continued)
PURSUANT TO § 154.112(b)

Rate Schedule	Contract No.	Shipper Name	Effective Date
IT	IT-2000-007	Groveton Paperboard, Inc.	11/8/2000
IT	IT-2000-006	CoEnergy Trading Company	7/23/2000
IT	IT-2000-004	Tenaska Marketing Ventures	5/1/2000
IT	IT-2000-003	PetroCom Energy Group Ltd.	2/7/2000
IT	IT-2000-002	Adams Resources Marketing, Ltd.	1/28/2000
IT	IT-2000-001	TransCanada Gas Services, Inc.	1/20/2000
IT	IT-1999-018	Sprague Energy Corp.	12/10/1999
IT	IT-1999-016	Sempra Energy Trading Corp.	11/30/1999
IT	IT-1999-014	Duke Energy Marketing Limited Partnership	10/12/1999
IT	IT-1999-007	ProGas U.S.A., Inc.	7/30/1999
IT	IT-1999-006	Renaissance Energy (U.S.) Inc.	5/5/1999
IT	IT-1999-005	Dynegy Gas Transportation, Inc.	4/30/1999
IT	IT-1999-003	Wausau Papers of New Hampshire, Inc.	4/29/1999
IT	IT-1999-004	G-P Gypsum Corporation	4/22/1999
IT	IT-1999-001	Amoco Canada Marketing Corporation	2/25/1999
IT	IT-1998-001	The Mead Corporation	4/21/1998
IT	IT-2003-002	Emera Energy Services, Inc.	3/21/2003
IT	IT-2003-001	Coral Canada U.S., Inc.	1/20/2003
IT	IT-2001-006	Northern Utilities, Inc.	12/5/2001
IT	IT-2001-005	Bay State Gas Company	12/5/2001
IT	IT-2008-002	UBS AG	2/29/2008
IT	IT-2005-007	Maine Natural Gas Corporation	4/1/2005
IT	IT-2005-002	TXU Portfolio Management Company LP	2/22/2005
IT	IT-2004-006	Cargill Incorporated	8/17/2004
IT	IT-2004-002	Constellation Power Source	4/19/2004
IT	IT-2004-003	Colonial Energy, Inc.	4/8/2004
IT	IT-2004-001	Maine Natural Gas Corporation	3/31/2004
IT	IT-2003-005	Nexen Marketing U.S.A. Inc.	11/21/2003

Effective Date: 07/01/2010 Status: Effective
FERC Docket: RP10-758-000

Original Sheet No. 653 Original Sheet No. 653

NON-CONFORMING SERVICE AGREEMENTS (continued)
PURSUANT TO § 154.112(b)

Rate Schedule	Contract No.	Shipper Name	Effective Date
PL	PL-2008-009	United Energy Trading, LLC	12/18/2008
PL	PL-2008-007	Shell Energy North America (US), L.P.	11/18/2008
PL	PL-2008-005	Repsol Energy North America Corporation	09/26/2008
PL	PL-2008-003	BG Energy Merchants, LLC	9/2/2008
PL	PL-2007-011	FPL Energy Power Marketing Inc.	4/8/2008
PL	PL-2007-014	Bear Energy, LP	10/31/2007
PL	PL-2007-009	Tenaska Gas Storage, LLC	5/1/2007
PL	PL-2007-008	Boston Gas Company	4/12/2007
PL	PL-2007-006	Macquarie Cook Energy LLC	3/6/2007
PL	PL-2007-002	ConocoPhillips Company	1/23/2007
PL	PL-2006-002	BP Canada Energy Marketing Corp.	8/8/2006
PL	PL-2006-001	Public Service Company of New Hampshire	5/31/2006
PL	PL-2005-008	WPS Energy Services Inc.	10/6/2005
PL	PL-2005-006	Chevron U.S.A. Inc.	7/22/2005
PL	PL-2005-004	Sempra Energy Trading Corp.	7/13/2005
PL	PL-2005-003	Amerada Hess Corporation	7/12/2005
PL	PL-2004-003	Cargill Incorporated	8/17/2004
PL	PL-2004-001	Constellation Power Source	4/19/2004
PL	PL-2003-012	Nexen Marketing U.S.A. Inc.	11/21/2003
PL	PL-2003-010	Emera Energy Services, Inc.	11/5/2003

