

Natural Gas Pipeline Company Of America: Second Revised Volume No. 2  
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Superseding: Original Sheet No. 0

FERC GAS TARIFF

SECOND REVISED VOLUME NO. 2

(Supersedes First Revised Volume No. 2 of Natural Gas  
Pipeline Company of America and Original Volume No. 2  
of Peoples Gulf Coast Natural Gas Pipeline Company)

of

NATURAL GAS PIPELINE COMPANY OF AMERICA  
A MidCon Corp. Company

Filed with

FEDERAL ENERGY REGULATORY COMMISSION

Communications Covering Rates  
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not be at the exact same thermal equivalent quantities each day. For this reason, it is recognized that the thermal equivalent quantity of gas redelivered by Natural on each day hereunder may vary above or below the thermal equivalent quantity received from or for the account of Trunkline. The parties, however, shall use their best efforts to keep such variance to a minimum. Following receipt of monthly statements, the parties shall adjust the receipts and redeliveries of thermal equivalent quantities of gas as promptly as is consistent with operating conditions in order to balance any excess or deficiency each month. In the event the quantities of gas delivered and redelivered are not in balance on a thermal equivalent basis at the end of the term hereof, then such balance shall be achieved by extending deliveries or redeliveries at the then current rates of delivery as applicable at the appropriate point of delivery or redelivery until such balance is achieved or by such other method as is then mutually agreed upon by the parties hereto.

ARTICLE III\*  
RATES

1. Trunkline agrees to pay Natural for gas Trunkline shall deliver or cause to be delivered to Natural at the Holly Beach Delivery Point:
  - a. A monthly Demand Charge equal to the product of the Reserved Daily Capacity of 405,000 Mcf, or such reduced amount determined pursuant to the provisions of Section 1 of Article II hereof and \$0.68 for the period November through March and \$0.63 for the period April through October. A commodity charge shall also be assessed equal to the actual volumes of gas received by Natural times \$.0139 per Mcf for the period November through March and \$.0119 per Mcf for the period April through October; and
  - b. Trunkline agrees to pay Natural an additional charge of \$.0224 per Mcf for the period November through March and \$.0207 per Mcf for the period April through October on any quantities of gas tendered for delivery by Trunkline and which Natural is willing to accept and receive and redeliver to Trunkline during any day in excess of the Reserved Daily Capacity provided in subsection 1.a. of this Article III. If in any month Natural fails to deliver the lesser of the Reserved Daily Capacity or the quantity of gas tendered by Trunkline and accepted by Natural at the Holly Beach Delivery Point other than the monthly variation permitted in Section 8 of Article II hereof, then the Demand Charge for said month shall be reduced by an amount equal to the product of \$.0224 per Mcf for the period November through March and \$.0207 per Mcf for the period April through October and the amount by which actual redelivery by Natural during said month was below the lesser of (i) the Reserved Daily Capacity provided in subsection 1.a. of this Article III multiplied by the number of days in said month or (ii) the quantity tendered to and accepted by Natural.

\* Revised by Amendments dated November 25, 1975, September 20, 1979, May 24, 1985 and September 15, 1986.

Effective Date: 02/01/1995 Status: Effective  
FERC Docket: RP93- 36-011

**Sixteenth Revised Sheet No. 432** Sixteenth Revised Sheet No. 432 : Effective  
Superseding: 2nd Sub Fifteenth Revised Sheet No. 432

not be at the exact same thermal equivalent quantities each day. For this reason, it is recognized that the thermal equivalent quantity of gas redelivered by Natural on each day hereunder may vary above or below the thermal equivalent quantity received from or for the account of Trunkline. The parties, however, shall use their best efforts to keep such variance to a minimum. Following receipt of monthly statements, the parties shall adjust the receipts and redeliveries of thermal equivalent quantities of gas as promptly as is consistent with operating conditions in order to balance any excess or deficiency each month. In the event the quantities of gas delivered and redelivered are not in balance on a thermal equivalent basis at the end of the term hereof, then such balance shall be achieved by extending deliveries or redeliveries at the then current rates of delivery as applicable at the appropriate point of delivery or redelivery until such balance is achieved or by such other method as is then mutually agreed upon by the parties hereto.

ARTICLE III\*  
RATES

1. Trunkline agrees to pay Natural for gas Trunkline shall deliver or cause to be delivered to Natural at the Holly Beach Delivery Point:
  - a. A monthly Demand Charge equal to the product of the Reserved Daily Capacity of 405,000 Mcf, or such reduced amount determined pursuant to the provisions of Section 1 of Article II hereof and \$2.61 for the period November through March and \$2.61 for the period April through October. A commodity charge shall also be assessed equal to the actual volumes of gas received by Natural times \$.0044 per Mcf for the period November through March and \$.0044 per Mcf for the period April through October; and
  - b. Trunkline agrees to pay Natural an additional charge of \$.0864 per Mcf for the period November through March and \$.0854 per Mcf for the period April through October on any quantities of gas tendered for delivery by Trunkline and which Natural is willing to accept and receive and redeliver to Trunkline during any day in excess of the Reserved Daily Capacity provided in subsection 1.a. of this Article III. If in any month Natural fails to deliver the lesser of the Reserved Daily Capacity or the quantity of gas tendered by Trunkline and accepted by Natural at the Holly Beach Delivery Point other than the monthly variation permitted in Section 8 of Article II hereof, then the Demand Charge for said month shall be reduced by an amount equal to the product of \$.0864 per Mcf for the period November through March and \$.0854 per Mcf for the period April through October and the amount by which actual redelivery by Natural during said month was below the lesser of (i) the Reserved Daily Capacity provided in subsection 1.a. of this Article III multiplied by the number of days in said month or (ii) the quantity tendered to and accepted by Natural.

\* Revised by Amendments dated November 25, 1975, September 20, 1979, May 24, 1985 and September 15, 1986.

Effective Date: 06/01/1993 Status: Suspended  
FERC Docket: RP93- 36-000

**Seventeenth Revised Sheet No. 433** Seventeenth Revised Sheet No. 433 : Suspended  
Superseding: Sixteenth Revised Sheet No. 433

2. Trunkline agrees to pay Natural for gas Trunkline shall deliver or cause to be delivered to Natural at the UTOS Delivery Point:
  - a. A monthly Demand Charge equal to the product of \$0.68 for the period November through March and \$0.63 for the period April through October and a Reserved Daily Capacity of 135,000 Mcf. A commodity charge shall also be assessed equal to the actual volumes of gas received by Natural times \$.0139 per Mcf for the period November through March and \$.0119 per Mcf for the period April through October;\* and
  - b. Trunkline agrees to pay Natural an additional charge of \$.0224 per Mcf for the period November through March and \$.0207 per Mcf for the period April through October on any additional quantities of gas tendered for delivery by Trunkline and which Natural is willing to accept and receive and redeliver to Trunkline on an Interruptible basis during any day in excess of 135,000 Mcf. If the date of the first transportation of gas hereunder does not occur on the first day of a month, then such Demand Charge shall be reduced to that amount determined by dividing the total sum otherwise payable by the number of days in such month and multiplying the quotient by the number of days service was actually rendered in such month. If in any month Natural fails to deliver the lesser of the Reserved Daily Capacity or the quantity of gas tendered by Trunkline and accepted by Natural at the UTOS Delivery Point, other than the monthly variation permitted in Section 8 of Article II hereof, then the Demand Charge for said month shall be reduced by an amount equal to the product of \$.0224 per Mcf for the period November through March and \$.0207 per Mcf for the period April through October and the amount by which actual redelivery by Natural during said month was below the lesser of (i) the Reserved Daily Capacity provided in subsection 2.a. of this Article III multiplied by the number of days in said month or (ii) the quantity tendered to and accepted by Natural.
3. The monthly charge shall be subject to (1) increase upon the installation of any additional facilities installed by Natural to transport gas for Trunkline or (2) increase or decrease as a consequence of a change in miles of haul.
4. The charges for gas transported by Natural under this agreement shall be subject to increase or decrease pursuant to any order issued in any rate or certificates proceeding of Natural. Natural shall have the right to effect changes in rates and to seek authorization from duly constituted regulatory authorities for such adjustment of its rates and charges from time to time hereunder as may be needed to assure just and reasonable rates for the services it performs. Trunkline shall have the right to intervene, oppose, fully participate in and to seek relief from any such changes in such proceeding.

\* The rate for gas transported on an interruptible basis and delivered at UTOS is \$.0313 per Mcf for the period November through March and \$.0289 per Mcf for the period April through October.

Effective Date: 02/01/1995 Status: Effective

FERC Docket: RP93- 36-011

**Nineteenth Revised Sheet No. 433** Nineteenth Revised Sheet No. 433 : Effective

Superseding: 2nd Sub Eighteenth Revised Sheet No. 433

2. Trunkline agrees to pay Natural for gas Trunkline shall deliver or cause to be delivered to Natural at the UTOS Delivery Point:

- a. A monthly Demand Charge equal to the product of \$2.61 for the period November through March and \$2.61 for the period April through October and a Reserved Daily Capacity of 135,000 Mcf. A commodity charge shall also be assessed equal to the actual volumes of gas received by Natural times \$.0044 per Mcf for the period November through March and \$.0044 per Mcf for the period April through October;\* and
- b. Trunkline agrees to pay Natural an additional charge of \$.0864 per Mcf for the period November through March and \$.0854 per Mcf for the period April through October on any additional quantities of gas tendered for delivery by Trunkline and which Natural is willing to accept and receive and redeliver to Trunkline on an Interruptible basis during any day in excess of 135,000 Mcf. If the date of the first transportation of gas hereunder does not occur on the first day of a month, then such Demand Charge shall be reduced to that amount determined by dividing the total sum otherwise payable by the number of days in such month and multiplying the quotient by the number of days service was actually rendered in such month. If in any month Natural fails to deliver the lesser of the Reserved Daily Capacity or the quantity of gas tendered by Trunkline and accepted by Natural at the UTOS Delivery Point, other than the monthly variation permitted in Section 8 of Article II hereof, then the Demand Charge for said month shall be reduced by an amount equal to the product of \$.0864 per Mcf for the period November through March and \$.0854 per Mcf for the period April through October and the amount by which actual redelivery by Natural during said month was below the lesser of (i) the Reserved Daily Capacity provided in subsection 2.a. of this Article III multiplied by the number of days in said month or (ii) the quantity tendered to and accepted by Natural.

3. The monthly charge shall be subject to (1) increase upon the installation of any additional facilities installed by Natural to transport gas for Trunkline or (2) increase or decrease as a consequence of a change in miles of haul.

4. The charges for gas transported by Natural under this agreement shall be subject to increase or decrease pursuant to any order issued in any rate or certificates proceeding of Natural. Natural shall have the right to effect changes in rates and to seek authorization from duly constituted regulatory authorities for such adjustment of its rates and charges from time to time hereunder as may be needed to assure just and reasonable rates for the services it performs. Trunkline shall have the right to intervene, oppose, fully participate in and to seek relief from any such changes in such proceeding.

\* The rate for gas transported on an interruptible basis and delivered at UTOS is \$.0902 per Mcf for the period November through March and \$.0902 per Mcf for the period April through October.

Effective Date: 06/01/1993 Status: Suspended  
FERC Docket: RP93- 36-000

**Eighteenth Revised Sheet No. 668** Eighteenth Revised Sheet No. 668 : Suspended  
Superseding: Seventeenth Revised Sheet No. 668

be tendered by or for the account of Customer for transportation hereunder without the express written consent of Natural.

\*2. The gas delivered to Natural by or for the account of Customer shall be measured at the Block 543 Point of Receipt for Customer's gas available from the West Cameron Block 543 production platform, the Block 522 Point of Receipt for Customer's gas available from West Cameron Block 522 production platform and at the Block A-289 Point of Receipt for Customer's gas available from the High Island Block A-289 production platform and Natural shall transport and redeliver to or for the account of Customer at the point of redelivery an equivalent quantity of gas less fuel used, if any, in the transportation of such gas from the points of receipt to the point of redelivery. Such quantities of gas redelivered to or for Customer shall be equivalent in thermal content to the quantities received by Natural hereunder at the points of receipt.

\*3. Any liquid hydrocarbons (other than crude oil) produced with the gas delivered hereunder may, at Customer's option, be injected by Customer, or its producer supplier, into Natural's pipeline immediately downstream from Natural's measurement equipment for Customer's gas available at the Block 543 Point of Receipt or may be injected at the Block 522 or the Block A-289 Points of Receipt. If Customer exercises such option, Natural agrees to transport in its pipeline facilities to the point of redelivery hereunder the liquid hydrocarbons so injected by Customer, or its producer supplier, and Customer, or its producer supplier, shall cause Stingray to receive all such liquid hydrocarbons from gas transported hereunder for further transportation to onshore separation facilities located on the pipeline of Stingray in Cameron Parish, Louisiana.

#### ARTICLE III DELIVERY PRESSURE

\*1. The delivery of gas by or for Customer to Natural for transportation hereunder at the points of receipt shall be at a pressure sufficient to enter Natural's pipeline system at such points, but not in excess of the pressure required to effectuate delivery when the pressure at the point of redelivery is one thousand two hundred (1,200) psig.

2. Redeliveries of gas to Stingray for Customer at the point of redelivery hereunder shall be at such uniform pressure as may be required to effect redelivery, but Natural shall not be required to redeliver gas at a pressure greater than one thousand two hundred (1,200) psig.

#### ARTICLE IV RATES 1/ 2/

\*1. For gas delivered by or for Customer to Natural at the points of receipt hereunder during the first accounting period of the term hereof, Customer shall pay Natural a transportation charge of eighteen and five tenths cents (\$.185) for each Mcf transported hereunder; provided, however, such initial charge for gas transported during the first accounting period shall be superseded by a redetermined transportation charge filed by

\* Revised by amendment dated September 15, 1980, and July 27, 1982.

1/ Effective January 1, 1989, annual rate changes are no longer required.

2/ Rates for the period November through March: Demand - \$0.13/Mcf and Commodity - \$.0026/Mcf.  
Rates for the period April through October: Demand - \$0.12/Mcf and Commodity - \$.0022/Mcf.

Effective Date: 02/01/1995 Status: Effective  
FERC Docket: RP93- 36-011

**Twentieth Revised Sheet No. 668** Twentieth Revised Sheet No. 668 : Effective  
Superseding: 2nd Sub Nineteenth Revised Sheet No. 668

be tendered by or for the account of Customer for transportation hereunder without the express written consent of Natural.

\*2. The gas delivered to Natural by or for the account of Customer shall be measured at the Block 543 Point of Receipt for Customer's gas available from the West Cameron Block 543 production platform, the Block 522 Point of Receipt for Customer's gas available from West Cameron Block 522 production platform and at the Block A-289 Point of Receipt for Customer's gas available from the High Island Block A-289 production platform and Natural shall transport and redeliver to or for the account of Customer at the point of redelivery an equivalent quantity of gas less fuel used, if any, in the transportation of such gas from the points of receipt to the point of redelivery. Such quantities of gas redelivered to or for Customer shall be equivalent in thermal content to the quantities received by Natural hereunder at the points of receipt.

\*3. Any liquid hydrocarbons (other than crude oil) produced with the gas delivered hereunder may, at Customer's option, be injected by Customer, or its producer supplier, into Natural's pipeline immediately downstream from Natural's measurement equipment for Customer's gas available at the Block 543 Point of Receipt or may be injected at the Block 522 or the Block A-289 Points of Receipt. If Customer exercises such option, Natural agrees to transport in its pipeline facilities to the point of redelivery hereunder the liquid hydrocarbons so injected by Customer, or its producer supplier, and Customer, or its producer supplier, shall cause Stingray to receive all such liquid hydrocarbons from gas transported hereunder for further transportation to onshore separation facilities located on the pipeline of Stingray in Cameron Parish, Louisiana.

#### ARTICLE III DELIVERY PRESSURE

\*1. The delivery of gas by or for Customer to Natural for transportation hereunder at the points of receipt shall be at a pressure sufficient to enter Natural's pipeline system at such points, but not in excess of the pressure required to effectuate delivery when the pressure at the point of redelivery is one thousand two hundred (1,200) psig.

2. Redeliveries of gas to Stingray for Customer at the point of redelivery hereunder shall be at such uniform pressure as may be required to effect redelivery, but Natural shall not be required to redeliver gas at a pressure greater than one thousand two hundred (1,200) psig.

#### ARTICLE IV RATES 1/ 2/

\*1. For gas delivered by or for Customer to Natural at the points of receipt hereunder during the first accounting period of the term hereof, Customer shall pay Natural a transportation charge of eighteen and five tenths cents (\$.185) for each Mcf transported hereunder; provided, however, such initial charge for gas transported during the first accounting period shall be superseded by a redetermined transportation charge filed by

\* Revised by amendment dated September 15, 1980, and July 27, 1982.

1/ Effective January 1, 1989, annual rate changes are no longer required.

2/ Rates for the period November through March: Demand - \$2.2300/Mcf and Commodity - \$0.0000/Mcf.  
Rates for the period April through October: Demand - \$2.2300/Mcf and Commodity - \$0.0000/Mcf.



Effective Date: 10/02/2010 Status: Effective  
FERC Docket: RP95- 24-005

**3rd Sub 17th Revised Sheet No. 1000** Natural Gas Pipeline Company Of America: Second Revised Volume No. 2

3rd Sub 17th Revised Sheet No. 1000 : Superseded  
Superseding: Sixteenth Revised Sheet No. 1000

hereof, then such balance shall be achieved within thirty (30) days by extending deliveries or redeliveries, as applicable, at the appropriate point of delivery or point of redelivery until such balance is achieved or by such other method as is then mutually agreed upon by the parties hereto.

ARTICLE III  
RATES

1. Commencing with the date of initial transportation of gas hereunder, United agrees to pay Natural each month for the services performed under this agreement a transportation charge of \$.1195 for each Mcf for the period November through March and \$.1195 for each Mcf for the period April through October of gas redelivered hereunder by Natural at the Erath Redelivery Point.

2. Nothing contained herein shall be construed as affecting in any manner Natural's right to make unilateral filings with the Federal Energy Regulatory Commission (formerly the Federal Power Commission) or its successor in interest to effect changes in the rates to be charged hereunder. Without prejudice to the rights of United to contest such rate changes, United hereby agrees to pay such rates as may be made effective pursuant to the statutory provisions of the Natural Gas Act or any amendments thereto.

ARTICLE IV  
QUALITY

1. All gas delivered and redelivered hereunder shall conform to the following specifications:

(a) SOLIDS. The gas shall be commercially free from solid matter, dust, gums and gum-forming constituents which might interfere with its merchantability or cause injury to or interfere with the proper operation of the lines, meters, regulators or other appliances through which it flows.

(b) OXYGEN. The gas shall not at any time have an uncombined oxygen content in excess of one percent (1%) by volume, and the parties shall make every reasonable effort to keep the gas free from oxygen.

(c) CARBON DIOXIDE. The gas shall not at any time have a carbon dioxide content in excess of three percent (3%) by volume.

Effective Date: 06/01/1993 Status: Suspended  
FERC Docket: RP93- 36-000

**Twelfth Revised Sheet No. 1076** Twelfth Revised Sheet No. 1076 : Suspended  
Superseding: Eleventh Revised Sheet No. 1076

ARTICLE III  
POINT OF DELIVERY

1. The point of delivery for all gas delivered by Natural to Mich-Wisc for the account of Peoples under this Agreement shall be the existing delivery point to Mich-Wisc near Woodstock, Illinois.

ARTICLE IV  
PRICE

1. Peoples agrees to pay Natural a monthly demand charge of \$923 and a commodity charge of \$.0126 per Mcf. It is agreed that either Natural or Peoples may seek authorization from the Federal Energy Regulatory Commission (FERC) [formerly the Federal Power Commission (FPC)], for such rate adjustments as may be found necessary to assure Natural just and reasonable rates.

ARTICLE V  
BILLING, PAYMENT AND PENALTIES

1. Billing, payment and penalties shall be in accordance with the General Terms and Conditions of Natural's effective FERC Gas Tariff, Volume No. 1.

ARTICLE VI  
TERMS AND CONDITIONS APPLICABLE TO DELIVERY OF  
GAS BY NATURAL TO MICH-WISC FOR THE ACCOUNT OF PEOPLES

1. The parties hereto agree that unless otherwise provided herein deliveries of gas by Natural to Mich-Wisc for the account of Peoples shall be governed by relevant effective provisions of the General Terms and Conditions of Natural's effective FERC Gas Tariff, Volume No. 1, which provisions are made a part hereof.

ARTICLE VII  
NOTICES

1. All notices to be given hereunder by Natural to Peoples shall be delivered by certified or registered mail, addressed to Peoples Gas Light and Coke Company, 122 South Michigan Avenue, Chicago, Illinois 60603, and all notices to be given hereunder by Peoples to Natural shall be delivered by certified or registered mail addressed to Natural Gas Pipeline Company of America, 701 East 22nd Street, Lombard, Illinois 60148-5072, Attention: Vice President, Regulatory Affairs. Such addresses may from time to time change by mailing by certified or registered mail appropriate notice thereof to the other party.

Effective Date: 02/01/1995 Status: Effective  
FERC Docket: RP93- 36-011

**Thirteenth Revised Sheet No. 1076** Thirteenth Revised Sheet No. 1076 : Effective  
Superseding: Sub Twelfth Revised Sheet No. 1076

ARTICLE III  
POINT OF DELIVERY

1. The point of delivery for all gas delivered by Natural to Mich-Wisc for the account of Peoples under this Agreement shall be the existing delivery point to Mich-Wisc near Woodstock, Illinois.

ARTICLE IV  
PRICE

1. Peoples agrees to pay Natural a monthly demand charge of \$2,026. It is agreed that either Natural or Peoples may seek authorization from the Federal Energy Regulatory Commission (FERC) [formerly the Federal Power Commission (FPC)], for such rate adjustments as may be found necessary to assure Natural just and reasonable rates.

ARTICLE V  
BILLING, PAYMENT AND PENALTIES

1. Billing, payment and penalties shall be in accordance with the General Terms and Conditions of Natural's effective FERC Gas Tariff, Volume No. 1.

ARTICLE VI  
TERMS AND CONDITIONS APPLICABLE TO DELIVERY OF  
GAS BY NATURAL TO MICH-WISC FOR THE ACCOUNT OF PEOPLES

1. The parties hereto agree that unless otherwise provided herein deliveries of gas by Natural to Mich-Wisc for the account of Peoples shall be governed by relevant effective provisions of the General Terms and Conditions of Natural's effective FERC Gas Tariff, Volume No. 1, which provisions are made a part hereof.

ARTICLE VII  
NOTICES

1. All notices to be given hereunder by Natural to Peoples shall be delivered by certified or registered mail, addressed to Peoples Gas Light and Coke Company, 122 South Michigan Avenue, Chicago, Illinois 60603, and all notices to be given hereunder by Peoples to Natural shall be delivered by certified or registered mail addressed to Natural Gas Pipeline Company of America, 701 East 22nd Street, Lombard, Illinois 60148-5072, Attention: Vice President, Regulatory Affairs. Such addresses may from time to time change by mailing by certified or registered mail appropriate notice thereof to the other party.

Effective Date: 06/01/1993 Status: Suspended  
FERC Docket: RP93- 36-000

**Sixteenth Revised Sheet No. 1097** Sixteenth Revised Sheet No. 1097 : Suspended  
Superseding: Fifteenth Revised Sheet No. 1097

2.2 REDUCTION IN CONTRACT DEMAND. In the event Natural is required under the Outer Continental Shelf Lands Act (43 USCA Subsection 1331, et seq.) to transport gas for others in the E.I. 305 Line, and Natural cannot transport such gas without affecting its transportation service for its existing transportation customers on the E.I. 305 Line, then Natural shall have the right to reduce the contract demand provided for in paragraph 2.1 hereof pro rata with a reduction in Natural's other contract demands and its own capacity in the E.I. 305 Line to the extent necessary to enable Natural to transport such gas. Natural shall give notice of such reduction as far in advance as reasonably possible and will include a provision to the same effect as this paragraph 2.2 in all other transportation agreements entered into with respect to the E.I. 305 Line.

2.3 MAXIMUM DAILY VOLUMES. Subject to Natural's prior approval, Sea Robin from time to time may stipulate a maximum daily volume of gas and associated liquids for delivery at the point of receipt, the aggregate of all such stipulated maximum daily volumes not to exceed the contract demand. The initial maximum daily volume for the point of receipt shall be set forth in Exhibit "A" attached hereto. Exhibit "A" shall be updated from time to time whenever the parties agree to a change in the maximum daily volume for the point of receipt. Such a revised Exhibit "A" shall replace the prior Exhibit "A" and, by this reference, shall become a part of this agreement. The daily deliveries at the point of receipt may exceed the maximum daily volumes specified for such point of receipt on a temporary basis, provided the E.I. 305 Line in Natural's sole judgment can accommodate the excess volume.

2.4 RELEASE OF CAPACITY. If from time to time during the term hereof the ability of Sea Robin to deliver volumes of gas is insufficient to enable Sea Robin to utilize its contract demand, Sea Robin may from time to time notify Natural of its desire to release all or any part of its contract demand. Upon receipt of any such notice, Natural shall attempt to utilize all or a portion of the capacity desired to be released. To the extent Natural in its sole discretion determines it can utilize such capacity desired to be so released, Sea Robin's contract demand shall be reduced accordingly and such reduction shall be effective as of the date and for so long as Natural agrees to utilize such capacity.

#### ARTICLE III

1/ 2/ 3.1 DEMAND CHARGE. Sea Robin agrees to pay Natural a monthly demand charge equal to a percentage of one-twelfth (1/12) of Natural's annual cost of service of the E.I. 305 Line, which percentage shall be equal to Sea Robin's volumes transported through said Line divided by the total volumes transported through said Line during said month. It is recognized and agreed that at the time the said Line is placed in service such monthly demand charge will be five thousand four hundred ninety-three dollars (\$5,493) which amount shall be payable during each month of the 12-month period commencing with the date of initial delivery of gas through the E.I. 305 Line and five thousand one hundred thirty-one dollars (\$5,131) thereafter until the end of the first accounting period; provided, however, that in the event the total cost of the

1/ Effective January 1, 1989, annual rate changes are no longer required.

2/ Rates for the period November through March: Demand - \$0.13/Mcf and Commodity - \$.0026/Mcf.  
Rates for the period April through October: Demand - \$0.12/Mcf and Commodity - \$.0022/Mcf.

Effective Date: 12/01/1993 Status: Effective  
FERC Docket: RS92- 45-003

**Seventeenth Revised Sheet No. 1097** Seventeenth Revised Sheet No. 1097 : Superseded  
Superseding: Sub Sixteenth Revised Sheet No. 1097

2.2 REDUCTION IN CONTRACT DEMAND. In the event Natural is required under the Outer Continental Shelf Lands Act (43 USCA Subsection 1331, et seq.) to transport gas for others in the E.I. 305 Line, and Natural cannot transport such gas without affecting its transportation service for its existing transportation customers on the E.I. 305 Line, then Natural shall have the right to reduce the contract demand provided for in paragraph 2.1 hereof pro rata with a reduction in Natural's other contract demands and its own capacity in the E.I. 305 Line to the extent necessary to enable Natural to transport such gas. Natural shall give notice of such reduction as far in advance as reasonably possible and will include a provision to the same effect as this paragraph 2.2 in all other transportation agreements entered into with respect to the E.I. 305 Line.

2.3 MAXIMUM DAILY VOLUMES. Subject to Natural's prior approval, Sea Robin from time to time may stipulate a maximum daily volume of gas and associated liquids for delivery at the point of receipt, the aggregate of all such stipulated maximum daily volumes not to exceed the contract demand. The initial maximum daily volume for the point of receipt shall be set forth in Exhibit "A" attached hereto. Exhibit "A" shall be updated from time to time whenever the parties agree to a change in the maximum daily volume for the point of receipt. Such a revised Exhibit "A" shall replace the prior Exhibit "A" and, by this reference, shall become a part of this agreement. The daily deliveries at the point of receipt may exceed the maximum daily volumes specified for such point of receipt on a temporary basis, provided the E.I. 305 Line in Natural's sole judgment can accommodate the excess volume.

2.4 RELEASE OF CAPACITY. If from time to time during the term hereof the ability of Sea Robin to deliver volumes of gas is insufficient to enable Sea Robin to utilize its contract demand, Sea Robin may from time to time notify Natural of its desire to release all or any part of its contract demand. Upon receipt of any such notice, Natural shall attempt to utilize all or a portion of the capacity desired to be released. To the extent Natural in its sole discretion determines it can utilize such capacity desired to be so released, Sea Robin's contract demand shall be reduced accordingly and such reduction shall be effective as of the date and for so long as Natural agrees to utilize such capacity.

#### ARTICLE III

1/ 2/ 3.1 DEMAND CHARGE. Sea Robin agrees to pay Natural a monthly demand charge equal to a percentage of one-twelfth (1/12) of Natural's annual cost of service of the E.I. 305 Line, which percentage shall be equal to Sea Robin's volumes transported through said Line divided by the total volumes transported through said Line during said month. It is recognized and agreed that at the time the said Line is placed in service such monthly demand charge will be five thousand four hundred ninety-three dollars (\$5,493) which amount shall be payable during each month of the 12-month period commencing with the date of initial delivery of gas through the E.I. 305 Line and five thousand one hundred thirty-one dollars (\$5,131) thereafter until the end of the first accounting period; provided, however, that in the event the total cost of the

1/ Effective January 1, 1989, annual rate changes are no longer required.

2/ Rates for the period November through March: Demand - \$3.52/Mcf and Commodity - \$.0035/Mcf.  
Rates for the period April through October: Demand - \$3.52/Mcf and Commodity - \$.0035/Mcf.

Effective Date: 06/01/1993 Status: Suspended  
FERC Docket: RP93- 36-000

**Third Revised Sheet No. 1245** Third Revised Sheet No. 1245 : Suspended  
Superseding: Second Revised Sheet No. 1245

3. Both parties agree that the gas to be transported hereunder shall be delivered and redelivered at uniform hourly and daily rates of flow as nearly as practicable, but it is recognized that due to operating conditions, the delivery and redelivery of gas may not be at the exact same quantities each day. For this reason, it is agreed that the quantity of gas redelivered by Natural on each day hereunder may vary above or below the quantity received from or for the account of South Texas. The parties however, shall use their best efforts to avoid any variations in deliveries and redeliveries. Following receipt of monthly statements, the parties shall adjust the redeliveries of gas each month in order to balance any excess or deficiency on an Mcf for Mcf basis. In the event the quantities of gas delivered and redelivered are not in balance at the end of the term hereof, then such balance shall be achieved within thirty (30) days by extending deliveries or redeliveries, as applicable, at the point of delivery or point of redelivery until such balance is achieved or by such other method as is then mutually agreed upon by the parties hereto.

ARTICLE V  
RATES

1. South Texas agrees to pay Natural each month for the services performed under this agreement a transportation charge of \$.0058 for the period November through March and \$.0054 for the period April through October for each Mcf of gas redelivered hereunder by Natural at the Hidalgo County Redelivery Point.

2. Nothing contained herein shall be construed as affecting in any manner Natural's right to make unilateral filings with the Federal Energy Regulatory Commission or its successor to effect changes in the rates to be charged hereunder.

Effective Date: 02/01/1995 Status: Effective  
FERC Docket: RP93- 36-011

**Fifth Revised Sheet No. 1245** Fifth Revised Sheet No. 1245 : Effective  
Superseding: 2nd Sub Fourth Revised Sheet No. 1245

3. Both parties agree that the gas to be transported hereunder shall be delivered and redelivered at uniform hourly and daily rates of flow as nearly as practicable, but it is recognized that due to operating conditions, the delivery and redelivery of gas may not be at the exact same quantities each day. For this reason, it is agreed that the quantity of gas redelivered by Natural on each day hereunder may vary above or below the quantity received from or for the account of South Texas. The parties however, shall use their best efforts to avoid any variations in deliveries and redeliveries. Following receipt of monthly statements, the parties shall adjust the redeliveries of gas each month in order to balance any excess or deficiency on an Mcf for Mcf basis. In the event the quantities of gas delivered and redelivered are not in balance at the end of the term hereof, then such balance shall be achieved within thirty (30) days by extending deliveries or redeliveries, as applicable, at the point of delivery or point of redelivery until such balance is achieved or by such other method as is then mutually agreed upon by the parties hereto.

ARTICLE V  
RATES

1. South Texas agrees to pay Natural each month for the services performed under this agreement a transportation charge of \$.0548 for the period November through March and \$.0548 for the period April through October for each Mcf of gas redelivered hereunder by Natural at the Hidalgo County Redelivery Point.

2. Nothing contained herein shall be construed as affecting in any manner Natural's right to make unilateral filings with the Federal Energy Regulatory Commission or its successor to effect changes in the rates to be charged hereunder.

Effective Date: 10/02/2010 Status: Effective  
FERC Docket: RP95- 24-005

**3rd Sub Sixteenth Revised Sheet No. 1412** 3rd Sub Sixteenth Revised Sheet No. 1412 : Superseded  
Superseding: Fifteenth Revised Sheet No. 1412

ARTICLE XII - TRANSPORTATION CHARGES\*

12.1 NGPL TRANSPORTATION CHARGE.

(a) If Net Delivery Volumes are received by NGPL (excluding any volumes delivered by CIG on NGPL's Gulf Coast System) and Redelivery Volumes are delivered by NGPL to CIG at one or more Balancing Delivery Points listed in Exhibit "A" hereto, CIG shall pay NGPL monthly a transportation charge in an amount equal to the product of (i) the Redelivery Volumes delivered by NGPL to CIG hereunder during such month and (ii) a transportation rate per Mcf based on NGPL's currently effective rates for the transportation service provided hereunder. The initial firm transportation rates for NGPL's system shall be 15.19 cents per Mcf for the period November through March and 15.19 cents per Mcf for the period April through October. CIG shall pay NGPL monthly a transportation charge in an amount equal to the product of (i) the Redelivery Volumes delivered by NGPL to CIG at one or more Balancing Delivery Points listed in Exhibit "A" hereto as a result of Delivery Volumes received by NGPL on its said onshore Gulf Coast System during such month and (ii) a transportation rate per Mcf based on NGPL's currently effective rates for the transportation service provided hereunder for transportation from NGPL's Gulf Coast System. No volumes will be transported by NGPL under the terms of this Agreement through offshore facilities owned entirely or in part by NGPL.

(b) The transportation rate for any Redelivery Volumes transported by NGPL for CIG on an interruptible basis shall be at the maximum rate for service under NGPL's IT Rate Schedule (or any effective superseding rate schedule) on file with the FERC (as the same may change from time to time).

12.2 CIG TRANSPORTATION CHARGES.

(a) The transportation rate for the Redelivery Volumes transported by CIG for NGPL on a firm basis shall be designed on the same basis as CIG's rates under its Rate Schedule TF-1 (i.e., on a demand/commodity basis) with a maximum total Delivery Volume of 6,000 Mcf per day and the rates for such firm service shall be equal to the maximum reservation charge(s) and commodity charge(s) permitted under CIG's Rate Schedule TF-1, as changed from time to time. In the event that CIG's reservation charge is a two-part rate, NGPL shall provide CIG with a nominated annual volume.

12.3 CHANGES IN TRANSPORTATION CHARGES.

The parties recognize that the transportation rates provided in Sections 12.1 and 12.2 above may require change from time to time in order to reflect changes in related costs or changes in methods of computation. The rates charged by NGPL and CIG pursuant to this Article XII may be adjusted as required to reflect actual distances over which gas may be transported hereunder between various

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\* Revised by amendments dated 8/18/81 and 11/1/91.



Effective Date: 06/01/1993 Status: Suspended  
FERC Docket: RP93- 36-000

**Eleventh Revised Sheet No. 1458** Eleventh Revised Sheet No. 1458 : Suspended  
Superseding: Tenth Revised Sheet No. 1458

RATE SCHEDULE X-113

setting forth the volumes of gas redelivered by Natural to Columbia Gulf for Columbia's account at the Henry Plant during the preceding month. Insofar as the volumes of gas delivered to Columbia Gulf by Tennessee Gas Pipeline Corporation (Tennessee) for Natural's account under the 1978 Agreement, the parties shall rely upon the monthly allocation statement provided by Tennessee for the preceding month. Insofar as those volumes of gas to be delivered to Natural by Columbia Gulf at UTOS in order to satisfy imbalances of exchange gas between Natural and Columbia Gulf under the 1973 Agreement are concerned, the parties shall rely upon the required monthly allocation statements to be provided by Stingray, Columbia Gulf, the operator of the Bluewater Project pipeline (Bluewater) and Natural during the preceding month. As soon as practical following the receipt by Natural of all necessary information, Natural shall submit a statement to Columbia which shall reflect the volumes of gas transported and the thermal content thereof received and redelivered by Natural during the preceding month and any cumulative imbalances that have been incurred under this agreement.

2. Within ten (10) days following the receipt of all statements provided for in Section I of this Article VII, Natural shall submit an invoice to Columbia equal to 5.85 cents for the period November through March and 5.40 cents for the period April through October for each Mcf of gas received by Natural at Johnson's Bayou for Columbia's account and transported hereunder less the fuel volumes provided in Section 1 of Article III hereof. Columbia shall make payment within 10 days after receipt of the invoice to Natural at P.O. Box 75284, Chicago, Illinois 60675-5284.

Effective Date: 02/01/1995 Status: Effective  
FERC Docket: RP93- 36-011

**Thirteenth Revised Sheet No. 1458** Thirteenth Revised Sheet No. 1458 : Effective  
Superseding: 2nd Sub Twelfth Revised Sheet No. 1458

RATE SCHEDULE X-113

setting forth the volumes of gas redelivered by Natural to Columbia Gulf for Columbia's account at the Henry Plant during the preceding month. Insofar as the volumes of gas delivered to Columbia Gulf by Tennessee Gas Pipeline Corporation (Tennessee) for Natural's account under the 1978 Agreement, the parties shall rely upon the monthly allocation statement provided by Tennessee for the preceding month. Insofar as those volumes of gas to be delivered to Natural by Columbia Gulf at UTOS in order to satisfy imbalances of exchange gas between Natural and Columbia Gulf under the 1973 Agreement are concerned, the parties shall rely upon the required monthly allocation statements to be provided by Stingray, Columbia Gulf, the operator of the Bluewater Project pipeline (Bluewater) and Natural during the preceding month. As soon as practical following the receipt by Natural of all necessary information, Natural shall submit a statement to Columbia which shall reflect the volumes of gas transported and the thermal content thereof received and redelivered by Natural during the preceding month and any cumulative imbalances that have been incurred under this agreement.

2. Within ten (10) days following the receipt of all statements provided for in Section I of this Article VII, Natural shall submit an invoice to Columbia equal to \$.0902 for the period November through March and \$.0902 for the period April through October for each Mcf of gas received by Natural at Johnson's Bayou for Columbia's account and transported hereunder less the fuel volumes provided in Section 1 of Article III hereof. Columbia shall make payment within 10 days after receipt of the invoice to Natural at P.O. Box 75284, Chicago, Illinois 60675-5284.

Effective Date: 10/02/2010 Status: Effective  
FERC Docket: RP95-24-005

**3rd Sub 13th Revised Sheet No. 1775** 3rd Sub 13th Revised Sheet No. 1775 : Superseded  
Superseding: Twelfth Revised Sheet No. 1775

RATE SCHEDULE X-129  
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on a Btu basis, the quantities of natural gas delivered and redelivered for transportation pursuant to this Agreement. Any monthly Btu delivery imbalance shall be carried forward to the next month and such imbalance shall be eliminated, on a best efforts basis, as quickly as possible, but in any event the parties shall endeavor to eliminate any imbalance within sixty (60) days following the month the imbalance occurred. Upon the termination of this Agreement, the party owing gas to the other hereunder shall tender for delivery at the points herein designated, the amount of such deficiency within sixty (60) days from the date of such termination.

ARTICLE VII - TRANSPORTATION RATES

7.1 For service rendered pursuant to Paragraph 1.1 of Article I, Shipper shall pay Transporter:

(a) The sum of a Demand Charge and a Commodity Charge, as follows:

(1) DEMAND CHARGE. For each month, the demand charge shall be equal to the product of the Shipper's Interim Demand Quantity multiplied by \$8.70 for the period November through March and \$8.70 for the period April through October.

(2) COMMODITY CHARGE. A charge of \$.0045 per MMBtu for the period November through March and \$.0045 per MMBtu for the period April through October for all gas up to the Interim Demand Quantity transported hereunder during the billing month.

(b) In addition to the monthly charge set forth in Paragraph 7.1(a), Shipper shall pay Transporter \$.2926 per MMBtu for the period November through March and \$.2891 per MMBtu for the period April through October for Overrun Gas received by Transporter at the Transporter Receipt Points during the billing month, and for gas transported on a best efforts basis pursuant to Paragraph 2.3 of Article II in excess of the Interim Demand Quantity.

7.2 Shipper shall pay Transporter monthly for the service rendered pursuant to Paragraph 1.2 of Article I a transportation demand charge equal to the sum of 1/ times that portion of the Long Term Demand Quantity from the Anadarko Area required to be redelivered at the Southern Redelivery Point under Paragraph 1.2(a) plus a demand charge of 1/ times that portion of the Long Term Demand Quantity required to be redelivered at the Custer County Redelivery Point under Paragraph 1.2(b). However, demand charges

1/ Rates are omitted pending Commission certification of long-term service.

Effective Date: 06/01/1993 Status: Suspended  
FERC Docket: RP93- 36-000

**Ninth Revised Sheet No. 1879** Ninth Revised Sheet No. 1879 : Suspended  
Superseding: Eighth Revised Sheet No. 1879

RATE SCHEDULE X-134  
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6.6 Transporter shall deliver or cause to be delivered to Columbia, or for its account, at the Transporter Redelivery Point each day the volumes of gas, if any, to which Columbia shall be entitled in accordance with the provisions of this Agreement; provided, however, if Columbia is unable to accept delivery of the gas, Transporter, at its election, may suspend receipt of additional volumes of gas until Columbia resumes acceptance of gas at the Transporter Redelivery Point; and further provided, unless otherwise mutually agreed, balancing of gas deliveries received and redelivered by Transporter hereunder shall be accomplished by either increasing or decreasing gas deliveries at the Transporter Redelivery Point, whichever is appropriate to achieve a zero balance. It is recognized, however, that it may be physically impossible to stay in zero balance with respect to such deliveries. Therefore, the parties hereto shall undertake to balance each month, on a Btu basis, the quantities of natural gas delivered for transportation pursuant to this Agreement. Any monthly Btu delivery imbalance shall be carried forward to the next month and such imbalance shall be eliminated, on a best efforts basis, as quickly as possible, but in any event the parties shall endeavor to eliminate any imbalance within sixty (60) days following the month the imbalance occurred. Upon the termination of this Agreement, the party owing gas to the other hereunder shall tender for delivery at the points herein designated, the amount of such deficiency within thirty (30) days from the date of such termination.

ARTICLE VII  
TRANSPORTATION RATES

7.1 Commencing on the date all facilities on Transporter's system necessary to perform the transportation service described herein are certificated and operational, Columbia shall pay Transporter monthly for the service rendered pursuant to Paragraph 1.1 of Article I, a transportation demand charge equal to \$6.75 for the period November through March and \$6.32 for the period April through October times the Demand Quantity; and a commodity charge equal to \$.1393 per MMBtu for the period November through March and \$.1193 per MMBtu for the period April through October times the actual volumes received by Transporter. In addition to the transportation demand charges, Columbia shall pay Transporter monthly a charge for Overrun Gas of \$.2235 per MMBtu for the period November through March and \$.2067 per MMBtu for the period April through October at the Transporter Receipt Point.

Effective Date: 02/01/1995 Status: Effective

FERC Docket: RP93- 36-011

**Eleventh Revised Sheet No. 1879** Eleventh Revised Sheet No. 1879 : Effective  
Superseding: 2nd Sub Tenth Revised Sheet No. 1879

RATE SCHEDULE X-134  
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6.6 Transporter shall deliver or cause to be delivered to Columbia, or for its account, at the Transporter Redelivery Point each day the volumes of gas, if any, to which Columbia shall be entitled in accordance with the provisions of this Agreement; provided, however, if Columbia is unable to accept delivery of the gas, Transporter, at its election, may suspend receipt of additional volumes of gas until Columbia resumes acceptance of gas at the Transporter Redelivery Point; and further provided, unless otherwise mutually agreed, balancing of gas deliveries received and redelivered by Transporter hereunder shall be accomplished by either increasing or decreasing gas deliveries at the Transporter Redelivery Point, whichever is appropriate to achieve a zero balance. It is recognized, however, that it may be physically impossible to stay in zero balance with respect to such deliveries. Therefore, the parties hereto shall undertake to balance each month, on a Btu basis, the quantities of natural gas delivered for transportation pursuant to this Agreement. Any monthly Btu delivery imbalance shall be carried forward to the next month and such imbalance shall be eliminated, on a best efforts basis, as quickly as possible, but in any event the parties shall endeavor to eliminate any imbalance within sixty (60) days following the month the imbalance occurred. Upon the termination of this Agreement, the party owing gas to the other hereunder shall tender for delivery at the points herein designated, the amount of such deficiency within thirty (30) days from the date of such termination.

ARTICLE VII  
TRANSPORTATION RATES

7.1 Commencing on the date all facilities on Transporter's system necessary to perform the transportation service described herein are certificated and operational, Columbia shall pay Transporter monthly for the service rendered pursuant to Paragraph 1.1 of Article I, a transportation demand charge equal to \$8.90 for the period November through March and \$7.68 for the period April through October times the Demand Quantity; and a commodity charge equal to \$.0207 per MMBtu for the period November through March and \$.0157 per MMBtu for the period April through October times the actual volumes received by Transporter. In addition to the transportation demand charges, Columbia shall pay Transporter monthly a charge for Overrun Gas of \$.2947 per MMBtu for the period November through March and \$.2512 per MMBtu for the period April through October at the Transporter Receipt Point.

Effective Date: 12/01/1995 Status: Suspended  
FERC Docket: RP95-326-000

**Twelfth Revised Sheet No. 1879** Twelfth Revised Sheet No. 1879 : Suspended  
Superseding: Eleventh Revised Sheet No. 1879

RATE SCHEDULE X-134  
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6.6 Transporter shall deliver or cause to be delivered to Columbia, or for its account, at the Transporter Redelivery Point each day the volumes of gas, if any, to which Columbia shall be entitled in accordance with the provisions of this Agreement; provided, however, if Columbia is unable to accept delivery of the gas, Transporter, at its election, may suspend receipt of additional volumes of gas until Columbia resumes acceptance of gas at the Transporter Redelivery Point; and further provided, unless otherwise mutually agreed, balancing of gas deliveries received and redelivered by Transporter hereunder shall be accomplished by either increasing or decreasing gas deliveries at the Transporter Redelivery Point, whichever is appropriate to achieve a zero balance. It is recognized, however, that it may be physically impossible to stay in zero balance with respect to such deliveries. Therefore, the parties hereto shall undertake to balance each month, on a Btu basis, the quantities of natural gas delivered for transportation pursuant to this Agreement. Any monthly Btu delivery imbalance shall be carried forward to the next month and such imbalance shall be eliminated, on a best efforts basis, as quickly as possible, but in any event the parties shall endeavor to eliminate any imbalance within sixty (60) days following the month the imbalance occurred. Upon the termination of this Agreement, the party owing gas to the other hereunder shall tender for delivery at the points herein designated, the amount of such deficiency within thirty (30) days from the date of such termination.

ARTICLE VII  
TRANSPORTATION RATES

7.1 Commencing on the date all facilities on Transporter's system necessary to perform the transportation service described herein are certificated and operational, Columbia shall pay Transporter monthly for the service rendered pursuant to Paragraph 1.1 of Article I, a transportation demand charge equal to \$12.85 for the period November through March and \$12.85 for the period April through October times the Demand Quantity; and a commodity charge equal to \$.0090 per MMBtu for the period November through March and \$.0090 per MMBtu for the period April through October times the actual volumes received by Transporter. In addition to the transportation demand charges, Columbia shall pay Transporter monthly a charge for Overrun Gas of \$.4255 per MMBtu for the period November through March and \$.4203 per MMBtu for the period April through October at the Transporter Receipt Point.

Effective Date: 06/01/1993 Status: Suspended  
FERC Docket: RP93- 36-000

**Eighth Revised Sheet No. 1924** Eighth Revised Sheet No. 1924 : Suspended  
Superseding: Seventh Revised Sheet No. 1924

RATE SCHEDULE X-136  
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ARTICLE VII  
TRANSPORTATION RATES

7.1 Shipper shall pay Transporter monthly for the service rendered pursuant to Paragraph 1.1 of Article I a transportation demand charge equal to \$2.44 for the period November through March and \$2.28 for the period April through October times the Demand Quantity; and a commodity charge equal to \$.0503 per MMBtu for the period November through March and \$.0431 per MMBtu for the period April through October times the actual volumes received by Transporter. In addition to the transportation demand charges, Shipper shall pay Transporter monthly a commodity charge of \$.0807 per MMBtu for the period November through March and \$.0746 per MMBtu for the period April through October for Overrun Gas at the Transporter Receipt Points and Transporter shall credit to Shipper \$.1310 per MMBtu for the period November through March and \$.1177 per MMBtu for the period April through October of gas equal to Shipper's liquefiabiles transported and handled pursuant to Paragraph 9.5 of Article IX.

7.2 If the date of the first delivery or last delivery at the Transporter Receipt Points subject to such transportation rates under Paragraph 7.1 of this Article VII does not occur on the first day of a month, then the applicable transportation demand charge shall be reduced to an amount determined by dividing the total sum otherwise payable by the number of days in such month and multiplying the quotient by the number of days service was actually rendered in such month.

7.3 Notwithstanding any other provisions of this Agreement, Shipper recognizes and agrees that Transporter may make and has made unilateral filings with the FERC to effect any and all changes in the transportation rates and charges. Without prejudice to Shipper's right to contest such rate changes, Shipper hereby agrees to pay such just and reasonable rates as may be made effective pursuant to the statutory provisions of the Natural Gas Act or any successor legislation.

7.4 In the event that Transporter, due to operating conditions which are solely within the control of Transporter on its pipeline other than Force Majeure does not accept quantities of natural gas up to the Demand Quantity which Shipper has available for delivery and which meet the quality and pressure requirements of this Agreement, Transporter shall reduce the Demand Charge for the month

Effective Date: 12/01/1993 Status: Effective  
FERC Docket: RS92-45-003

**Ninth Revised Sheet No. 1924** Ninth Revised Sheet No. 1924 : Superseded  
Superseding: Substitute Eighth Revised Sheet No. 1924

RATE SCHEDULE X-136  
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ARTICLE VII  
TRANSPORTATION RATES

7.1 Shipper shall pay Transporter monthly for the service rendered pursuant to Paragraph 1.1 of Article I a transportation demand charge equal to \$4.89 for the period November through March and \$4.80 for the period April through October times the Demand Quantity; and a commodity charge equal to \$.0124 per MMBtu for the period November through March and \$.0124 per MMBtu for the period April through October times the actual volumes received by Transporter. In addition to the transportation demand charges, Shipper shall pay Transporter monthly a commodity charge of \$.1619 per MMBtu for the period November through March and \$.1570 per MMBtu for the period April through October for Overrun Gas at the Transporter Receipt Points and Transporter shall credit to Shipper \$.1743 per MMBtu for the period November through March and \$.1694 per MMBtu for the period April through October of gas equal to Shipper's liquefiabiles transported and handled pursuant to Paragraph 9.5 of Article IX.

7.2 If the date of the first delivery or last delivery at the Transporter Receipt Points subject to such transportation rates under Paragraph 7.1 of this Article VII does not occur on the first day of a month, then the applicable transportation demand charge shall be reduced to an amount determined by dividing the total sum otherwise payable by the number of days in such month and multiplying the quotient by the number of days service was actually rendered in such month.

7.3 Notwithstanding any other provisions of this Agreement, Shipper recognizes and agrees that Transporter may make and has made unilateral filings with the FERC to effect any and all changes in the transportation rates and charges. Without prejudice to Shipper's right to contest such rate changes, Shipper hereby agrees to pay such just and reasonable rates as may be made effective pursuant to the statutory provisions of the Natural Gas Act or any successor legislation.

7.4 In the event that Transporter, due to operating conditions which are solely within the control of Transporter on its pipeline other than Force Majeure does not accept quantities of natural gas up to the Demand Quantity which Shipper has available for delivery and which meet the quality and pressure requirements of this Agreement, Transporter shall reduce the Demand Charge for the month



Effective Date: 12/01/1995 Status: Effective  
FERC Docket: RP95-326-000

**Seventh Revised Sheet No. 1981** Seventh Revised Sheet No. 1981 : Superseded  
Superseding: Sixth Revised Sheet No. 1981

RATE SCHEDULE X-138  
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3.2 The Natural Delivery Point/s at which Natural shall deliver to Industrial or for its account natural gas transported hereunder is described in Exhibit B to this Agreement. The delivery pressure and assumed atmospheric pressure applicable to such delivery point are also set forth in Exhibit B hereto.

3.3 Exhibits A and B attached to this Agreement are hereby incorporated by reference into and made a part of this Agreement.

ARTICLE IV  
REPORTING AND BALANCING DELIVERIES

4.1 Industrial shall inform Natural's dispatcher in its Houston, Texas office by telephone on a mutually agreeable basis, of the quantity of natural gas and Btu content thereof delivered on the previous operating day and to be delivered on the current operating day at the Natural Receipt Point/s under this Agreement. If there is no communication from Industrial's dispatcher, the volume shall be presumed to be the same as transported on the prior day. Natural shall inform Industrial's dispatcher by telephone each day of the quantity of natural gas and the Btu content thereof delivered on the previous operating day and to be delivered on the current operating day to Industrial or for its account at the Natural Delivery Point/s under this Agreement.

4.2 Natural shall deliver to Industrial, or for its account, at the Natural Delivery Point/s each day the volumes of gas, if any, to which Industrial shall be entitled in accordance with the provisions of this Agreement.

ARTICLE V  
TRANSPORTATION FEE

5.1 Industrial shall pay Natural monthly for the service hereunder a transportation fee equal to the sum of (a) \$.1423 per MMBtu during the period November through March and \$.1423 per MMBtu for the period April through October for gas volumes received at the Natural Receipt Point/s for transportation hereunder and (b) the GRI Surcharge Funding Unit, if applicable, per MMBtu as set out in Section 39 of Natural's FERC Gas Tariff, Volume No. 1, multiplied times the number of MMBtu's of gas received at the Natural Receipt Point/s for transportation hereunder.

Effective Date: 06/01/1993 Status: Suspended  
FERC Docket: RP93- 36-000

**Third Revised Sheet No. 2022** Third Revised Sheet No. 2022 : Suspended  
Superseding: Second Revised Sheet No. 2022

RATE SCHEDULE X-139  
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\*2. Natural shall redeliver each day to United for the account of Chevron and Chevron shall cause United to receive in a commingled stream together with other gas Natural is delivering to United at the outlet of Natural's meter station near the Texaco Henry Plant, a volume of gas with an equivalent thermal content to that delivered under the terms of this agreement to Natural each day at the redelivery point provided for in Paragraph 10 of Article I, less eight-tenths of one percent (.8%) gas lost and unaccounted for and fuel gas on Natural's system.

3. Natural shall install, maintain and operate a meter or meters and other regulating and measuring equipment, including a recording calorimeter, for the purpose of measuring gas redelivered to United for Chevron's account.

4. (a) Commencing with the date of initial receipt and redelivery of gas under this Article XV, Chevron agrees to pay Natural each month for the additional transportation service the product of the Mcf of the Contract Transportation Quantity, effective under Article II, times ninety-eight (98) miles times the currently effective Southern Zone Mcf-mile Reservation Fee under Natural's Rate Schedule FTS which is on file with the Federal Energy Regulatory Commission. A commodity charge equal to the product of Natural's currently effective Rate Schedule FTS Southern Zone commodity charge per 100 miles times ninety-eight (98) miles times all volumes redelivered shall also be assessed.

(b) It is recognized that Chevron may from time to time overrun the aforementioned Contract Transportation Quantity. Therefore, Natural agrees to accept overrun volumes on a best efforts basis, and Chevron agrees to pay Natural an overrun charge equal to the product of the daily overrun volumes in excess of the Contract Transportation Quantity effective under Article II times 98 miles times the Reservation Fee referred to in Paragraph 4(a) above, divided by 30.2 in the Peak Period and 30.6 in the Off-Peak Period.

(c) The charge for gas transported under Paragraphs 4(a) and 4(b) of this Article XV shall be subject to increase or decrease pursuant to any order issued in any rate or certificate proceeding of Natural. Natural shall have the right to affect changes in

\* Amended by Agreement dated January 11, 1985.

Effective Date: 12/01/1993 Status: Effective  
FERC Docket: RS92- 45-003

**Fourth Revised Sheet No. 2022** Fourth Revised Sheet No. 2022 : Superseded  
Superseding: Substitute Third Revised Sheet No. 2022

RATE SCHEDULE X-139  
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\*2. Natural shall redeliver each day to United for the account of Chevron and Chevron shall cause United to receive in a commingled stream together with other gas Natural is delivering to United at the outlet of Natural's meter station near the Texaco Henry Plant, a volume of gas with an equivalent thermal content to that delivered under the terms of this agreement to Natural each day at the redelivery point provided for in Paragraph 10 of Article I, less eight-tenths of one percent (.8%) gas lost and unaccounted for and fuel gas on Natural's system.

3. Natural shall install, maintain and operate a meter or meters and other regulating and measuring equipment, including a recording calorimeter, for the purpose of measuring gas redelivered to United for Chevron's account.

4. (a) Commencing with the date of initial receipt and redelivery of gas under this Article XV, Chevron agrees to pay Natural each month for the additional transportation service the product of the Mcf of the Contract Transportation Quantity, effective under Article II, times the currently effective intra-Louisiana Reservation Fee under Natural's Rate Schedule FTS which is on file with the Federal Energy Regulatory Commission. A commodity charge equal to the product of Natural's currently effective Rate Schedule FTS intra-Louisiana commodity charge times all volumes redelivered shall also be assessed.

(b) It is recognized that Chevron may from time to time overrun the aforementioned Contract Transportation Quantity. Therefore, Natural agrees to accept overrun volumes on a best efforts basis, and Chevron agrees to pay Natural an overrun charge equal to the product of the daily overrun volumes in excess of the Contract Transportation Quantity effective under Article II times the Reservation Fee referred to in Paragraph 4(a) above, divided by 30.2 in the Peak Period and 30.6 in the Off-Peak Period.

(c) The charge for gas transported under Paragraphs 4(a) and 4(b) of this Article XV shall be subject to increase or decrease pursuant to any order issued in any rate or certificate proceeding of Natural. Natural shall have the right to affect changes in

\* Amended by Agreement dated January 11, 1985.

Effective Date: 12/01/1995 Status: Effective  
FERC Docket: RP95-326-000

**Ninth Revised Sheet No. 2035** Ninth Revised Sheet No. 2035 : Superseded  
Superseding: Eighth Revised Sheet No. 2035

RATE SCHEDULE X-140  
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monthly for the service rendered hereunder a transportation demand charge equal to the Demand Quantity times \$2.2400 for the period November through March and \$2.2400 for the period April through October. For each MMBtu received by transporter, Customer shall also pay a commodity charge of \$.0000 per MMBtu for the period November through March and \$.0000 per MMBtu for the period April through October. Said transportation demand charge shall be reduced by any volumes tendered by Customer but not accepted by Transporter which are not in excess of the Demand Quantity.

If, after deliveries commence under this Paragraph 7.1, Transporter accepts on any one or more days of any month Overrun Gas for transportation hereunder, the monthly charge shall be increased by \$.0742 per MMBtu for the period November through March and \$.0733 per MMBtu for the period April through October for each MMBtu of Overrun Gas accepted by Transporter on such day or days of such month.

7.2 Customer will reimburse Transporter for any and all filings fees required in connection with this transportation that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction over this transportation.

7.3 If the date of the first delivery at the Transporter Receipt Point subject to such transportation rates under Paragraph 7.1 of this Article VII does not occur on the first day of a month or on the last day of a month in a case of the last delivery, then the applicable transportation demand charge shall be reduced to an amount determined by dividing the total sum otherwise payable by the number of days in such month and multiplying the quotient by the number of days service was actually rendered in such month.

7.4 Notwithstanding any other provisions of this Agreement, Customer recognizes and agrees that Transporter may make unilateral filings with the FERC to effect any and all changes in the transportation rates and charges after the date the Contract is executed. Without prejudice to Customer's right to contest such rate changes, Customer agrees to pay such just and reasonable rates as may be effective pursuant to the statutory provisions of the Natural Gas Act or successor legislation.

7.5 Customer recognizes that if the demand charge hereunder is reduced pursuant to Articles II and III, such reduction will always permit Transporter to recover the costs of any facilities installed pursuant to this Agreement to transport the Demand Quantity.

Effective Date: 06/01/1993 Status: Suspended  
 FERC Docket: RP93- 36-000

**Seventh Revised Sheet No. 2083** Seventh Revised Sheet No. 2083 : Suspended  
 Superseding: Sixth Revised Sheet No. 2083

RATE SCHEDULE X-141  
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EXHIBIT A  
 TRANSPORTER RECEIPT POINT/S

Ozark Transporter Receipt Point  
 -----

Location: At the existing point of interconnection between the measurement facilities owned, maintained and operated by Customer, or Customer's designee, currently Ozark and the pipeline facilities owned, maintained and operated by Transporter, at the suction side of Transporter's Compressor Station No. 307 located in Section 29-T7N-R7W, White County, Arkansas.

Assumed Atmospheric Pressure 14.4 psi  
 Maximum Delivery Pressure: 858 psig  
 Transportation Fees and Percentage Reductions:

Transporter Delivery Point -----	Transportation Fee Cents per MMBtu (a) -----		Percentage Reduction Fuel and Gas Lost and Unaccounted For -----
	Peak	Off-Peak	
Pecan Lake	\$.2420	\$.2236	.4 / .6
Erath	\$.2420	\$.2236	.4 / .6
Henry Plant	\$.2420	\$.2236	.4 / .6

(a) Customer shall initially pay the amounts listed; however, such amounts are subject to change pursuant to Article V without the need for this Exhibit A to be amended. Peak rates are effective for the period November through March and Off-Peak rates are effective for the period April through October.

Delivery Pressure, Assumed Atmospheric Pressure  
 -----

Natural gas to be delivered by Customer to Transporter the Transporter Receipt Point/s shall be at a delivery pressure sufficient to enter Transporter's facilities, but Customer shall not deliver gas at a pressure in excess of the Maximum Delivery Pressure stated for each Receipt Point. The assumed atmospheric pressure is stated hereinabove for each Point of Receipt, irrespective of variations in natural atmospheric pressure from time to time.

Effective Date: 02/01/1995 Status: Effective  
 FERC Docket: RP93- 36-011

**Ninth Revised Sheet No. 2083** Ninth Revised Sheet No. 2083 : Effective  
 Superseding: 2nd Sub Eighth Revised Sheet No. 2083  
 RATE SCHEDULE X-141  
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EXHIBIT A  
 TRANSPORTER RECEIPT POINT/S

Ozark Transporter Receipt Point  
 -----

Location: At the existing point of interconnection between the measurement facilities owned, maintained and operated by Customer, or Customer's designee, currently Ozark and the pipeline facilities owned, maintained and operated by Transporter, at the suction side of Transporter's Compressor Station No. 307 located in Section 29-T7N-R7W, White County, Arkansas.

Assumed Atmospheric Pressure 14.4 psi  
 Maximum Delivery Pressure: 858 psig  
 Transportation Fees and Percentage Reductions:

Transporter Delivery Point -----	Transportation Fee Cents per MMBtu (a) -----		Percentage Reduction Fuel and Gas Lost and Unaccounted For -----
	Peak	Off-Peak	
Pecan Lake	\$.2770	\$.2302	2.43
Erath	\$.2770	\$.2302	2.43
Henry Plant	\$.2770	\$.2302	2.43

(a) Customer shall initially pay the amounts listed; however, such amounts are subject to change pursuant to Article V without the need for this Exhibit A to be amended. Peak rates are effective for the period November through March and Off-Peak rates are effective for the period April through October.

Delivery Pressure, Assumed Atmospheric Pressure  
 -----

Natural gas to be delivered by Customer to Transporter the Transporter Receipt Point/s shall be at a delivery pressure sufficient to enter Transporter's facilities, but Customer shall not deliver gas at a pressure in excess of the Maximum Delivery Pressure stated for each Receipt Point. The assumed atmospheric pressure is stated hereinabove for each Point of Receipt, irrespective of variations in natural atmospheric pressure from time to time.

