

Florida Gas Transmission Company: Third Revised Volume No. 1
Title Page : Superseded

FERC GAS TARIFF
Third Revised Volume No. 1
of
FLORIDA GAS TRANSMISSION COMPANY
filed with
Federal Energy Regulatory Commission

Communications concerning this Tariff should be addressed to:

Robert B. Kilmer
Vice President - Rates and Certificates
Florida Gas Transmission Company
P.O. Box 1188
Houston, Texas 77251-1188

Table of Contents

Second Revised Sheet No. 1	7
Original Sheet No. 3-5	8
Original Sheet No. 6	9
Original Sheet No. 7	10
Forty-Eighth Revised Sheet No. 8A	11
Forty-Fourth Revised Sheet No. 8B	12
First Revised Sheet No. 8C	13
Substitute Original Sheet No. 8D	14
Fortieth Revised Sheet No. 8A.01	15
Thirty-Seventh Revised Sheet No. 8B.01	16
Fortieth Revised Sheet No. 8A.02	17
Original Sheet No. 9	18
Original Sheet No. 10	19
First Revised Sheet No. 12	20
Original Sheet No. 13	21
Original Sheet No. 14	22
Second Revised Sheet No. 16	23
Fifth Revised Sheet No. 18	24
Original Sheet No. 20	25
Original Sheet No. 22	26
Original Sheet No. 22A	27
Original Sheet No. 22B	28
Original Sheet No. 22C	29
Original Sheet No. 22I	30
Original Sheet No. 24	31
First Revised Sheet No. 25	32
First Revised Sheet No. 26	33
Original Sheet No. 27	34
Second Revised Sheet No. 28	35
Second Revised Sheet No. 29	36
Original Sheet No. 30	37
Original Sheet No. 31	38
Original Sheet No. 31A	39
Original Sheet No. 33	40
Original Sheet No. 35	41
Fifth Revised Sheet No. 37	42
Original Sheet No. 38	43
Second Revised Sheet No. 40	44
Original Sheet No. 41	45
Third Revised Sheet No. 42	46
Fourth Revised Sheet No. 43	47
Substitute First Revised Sheet No. 44	48
Fourth Revised Sheet No. 45	49
Sixth Revised Sheet No. 46A	50
Second Revised Sheet No. 47	51

Original Sheet No. 47A	52
Original Sheet No. 47E	53
Third Revised Sheet No. 49	54
First Revised Sheet No. 50	55
Original Sheet No. 50A	56
Substitute First Revised Sheet No. 55	57
Third Revised Sheet No. 56	58
First Revised Sheet No. 58	59
Second Revised Sheet No. 61	60
Third Revised Sheet No. 62	61
First Revised Sheet No. 67	62
Original Sheet No. 100	63
Original Sheet No. 102	64
Eighth Revised Sheet No. 102B	65
Fourth Revised Sheet No. 102C	66
Original Sheet No. 103	67
Original Sheet No. 104	68
Original Sheet No. 105	69
Original Sheet No. 106	70
Original Sheet No. 107	71
First Revised Sheet No. 108	72
Original Sheet No. 109	73
Original Sheet No. 114	74
First Revised Sheet No. 115	75
Seventh Revised Sheet No. 116	76
Sixth Revised Sheet No. 117	77
Seventh Revised Sheet No. 117A	78
Original Sheet No. 117.01	79
Original Sheet No. 118	80
First Revised Sheet No. 118A	81
Sixth Revised Sheet No. 121	82
Second Revised Sheet No. 122	83
Original Sheet No. 122A	84
Original Sheet No. 124	85
Third Revised Sheet No. 125	86
Third Revised Sheet No. 125A	87
First Revised Original Sheet No. 125B	88
Fifth Revised Sheet No. 128	89
Fourth Revised Sheet No. 129	91
Third Revised Sheet No. 129A	92
Second Revised Sheet No. 129B	93
Substitute Original Sheet No. 129C	94
Fourth Revised Sheet No. 131	95
Sixth Revised Sheet No. 132	96
2nd Sub. First Revised Sheet No. 134	97
Substitute Second Revised Sheet No. 135	98

Second Revised Sheet No. 135A	99
First Revised Sheet No. 136	100
First Revised Sheet No. 138	101
Original Sheet No. 139	102
Second Revised Sheet No. 140	103
Original Sheet No. 142	104
Original Sheet No. 143	105
Original Sheet No. 144	106
Original Sheet No. 146	107
Original Sheet No. 149	108
Original Sheet No. 150	109
Original Sheet No. 151	110
Original Sheet No. 153	111
Original Sheet No. 154	112
Original Sheet No. 155	113
Original Sheet No. 157	114
Original Sheet No. 158	115
Original Sheet No. 159	116
Original Sheet No. 163B	117
Fourth Revised Sheet No. 163C	118
Second Revised Sheet No. 163D	119
Substitute First Revised Sheet No. 163E	120
Second Revised Sheet No. 163H	121
Fourth Revised Sheet No. 164	122
Third Revised Sheet No. 165	123
Third Revised Sheet No. 165A	124
Fourth Revised Sheet No. 166	125
Second Revised Sheet No. 168A	126
Sixth Revised Sheet No. 169	127
Original Sheet No. 169A	128
Third Revised Sheet No. 171	129
Third Revised Sheet No. 172	130
First Revised Sheet No. 173	131
Substitute Fourth Revised Sheet No. 174A	132
Substitute Original Sheet No. 174B	133
Substitute First Revised Sheet No. 177A	134
First Revised Sheet No. 178	135
First Revised Sheet No. 179	136
First Revised Sheet No. 180	137
Substitute Third Revised Sheet No. 184B	138
Original Sheet No. 184D	139
First Revised Sheet No. 185	140
Original Sheet No. 186	141
Fourth Revised Sheet No. 187	142
Original Sheet No. 188	143
Substitute Third Revised Sheet No. 188A	144

Fourth Revised Sheet No. 189	145
First Revised Sheet No. 190	146
Original Sheet No. 193	147
Original Sheet No. 196	148
Original Sheet No. 197	149
Original Sheet No. 197D	150
First Revised Sheet No. 199	151
Third Revised Sheet No. 200	152
Original Sheet No. 202	153
Original Sheet No. 203	154
Original Sheet No. 204	155
First Revised Sheet No. 206	156
Eighth Revised Sheet No. 207	157
Original Sheet No. 209-299	158
Original Sheet No. 311-449	159
Original Sheet No. 450	160
Original Sheet No. 451	161
Substitute Third Revised Sheet No. 452	162
Original Sheet No. 453	163
Original Sheet No. 453A	164
Original Sheet No. 454A	165
Original Sheet No. 456	166
Original Sheet No. 457	167
Original Sheet No. 458	168
Original Sheet No. 460	169
Original Sheet No. 464	170
Original Sheet No. 465	171
Original Sheet No. 466	172
Original Sheet No. 468	173
Original Sheet No. 469	174
Original Sheet No. 472	175
Original Sheet No. 473	176
Original Sheet No. 474	177
Original Sheet No. 476	178
Original Sheet No. 479	179
Original Sheet No. 480	180
Original Sheet No. 481	181
Original Sheet No. 482	182
Original Sheet No. 484	183
Original Sheet No. 487	184
Original Sheet No. 488	185
Original Sheet No. 489	186
Original Sheet No. 491	187
Original Sheet No. 492	188
Original Sheet No. 493	189
Original Sheet No. 495A	190

Original Sheet No. 496	191
Original Sheet No. 496A	192
Original Sheet No. 497	193
Original Sheet No. 498	194
First Revised Sheet No. 499	195
First Revised Sheet No. 501	196
First Revised Sheet No. 502	197
Second Revised Sheet No. 503	198
First Revised Sheet No. 504	199
First Revised Sheet No. 509	200
Original Sheet No. 511	201
Original Sheet No. 513	202
Original Sheet No. 516	203
Original Sheet No. 517	204
Original Sheet No. 518	205
Original Sheet No. 520	206
Original Sheet No. 521	207
Original Sheet No. 528-599	208
Substitute Second Revised Sheet No. 530	209
Original Sheet No. 600	210
Original Sheet No. 601-649	211
Third Revised Sheet No. 650	212
Second Revised Sheet No. 651	213
Second Revised Sheet No. 652	215
Second Revised Sheet No. 653	216
Third Revised Sheet No. 654	217
Original Sheet No. 655	218
Original Sheet No. 656	219
Original Sheet No. 657	220
Original Sheet No. 658	222
Original Sheet No. 660	224
Original Sheet No. 661	225
Original Sheet No. 662-699	226
Original Sheet No. 700	227

Effective Date: 04/29/1994 Status: Effective
FERC Docket: RP94-230-001

Second Revised Sheet No. 1 Second Revised Sheet No. 1 : Superseded
Superseding: First Revised Sheet No. 1

TABLE OF CONTENTS
Third Revised Volume No. 1

DESCRIPTION	SHEET NO.
Preliminary Statement	6
System Map	7
Statement of Effective Transportation Rates:	
Market Area	8A
Western Division	8B
PGA Termination - Distribution of Refunds	8C
Flowthrough Caps for Direct Sales Customers	9
Rate Schedules-Transportation:	
Firm Transportation Service	10
Small Firm Transportation Service	23
No-Notice Transportation Service	32
Preferred Transportation Service	35
Primary Transportation Service	38
Interruptible Transportation Service	41
In-Line Pooling Service	48
Transporter Sales Service	51
General Terms and Conditions	
1) Definitions	100
2) Quality	102B
3) Pressure	104
4) Measurement	104
5) Measuring Equipment	107
6) Maximum Hourly and Daily Volumes	109
7) Possession of Gas, Indemnification and Title	109
8) Force Majeure	112
9) Electronic Bulletin Board	114
10) Nominations, Confirmations and Scheduling	116
11) Multiple Division Contracts	122A
12) Determination of Daily Receipts	123
13) Determination of Daily Deliveries-Market Area	126
13.1) Determination of Daily Deliveries-Western Division	129B
14) Monthly Balancing	130
15) Invoicing and Payment	134
16) Creditworthiness	136

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 3-5 Original Sheet No. 3-5 : Superseded

Original Sheet Nos. 3-5 Have

Been Reserved for Future Use

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 6 Original Sheet No. 6 : Superseded

PRELIMINARY STATEMENT

Florida Gas Transmission Company (hereinafter called "Transporter") is a natural gas transmission company engaged in the business of transporting natural gas. It is authorized to operate facilities in Texas, Louisiana, Mississippi, Alabama, and Florida, supplying service areas located in North, South, East, and West Florida, as shown on the System Map on Sheet No. 7.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 7 Original Sheet No. 7 : Superseded

Original Sheet No. 7 Contains

System Map

Effective Date: 10/01/2001 Status: Effective
 FERC Docket: RP01-509-000

Forty-Eighth Revised Sheet No. 8A Forty-Eighth Revised Sheet No. 8A : Superseded
 Superseding: Forty-Seventh Revised Sheet No. 8A

Rates - Cents per MMBtu
 FIRM MARKET AREA TRANSPORTATION - BASE

Rate Schedule	Section	Description	Currently Effective Rates				Maximum Rates Including Surcharges	
			Reservation Charge	Usage Charge	Reservation Charge	Usage Charge		
FTS-1	4	FIRM TRANSPORTATION SERVICE						
		Forward Haul	36.87¢	0.00¢	3.12¢	3.12¢	37.17¢1/	3.47¢
		Backhaul/Exchange	36.87¢	0.00¢	3.12¢	0.00¢	37.17¢1/	3.47¢
SFTS	4	SMALL FIRM TRANSPORTATION SERVICE			76.86¢	3.12¢		77.61¢
NNTS	6	NO NOTICE TRANSPORTATION SERVICE	5.90¢				5.90¢	

TCR Reservation Charge and 636 Reservation Charge to Applicable Shippers pursuant to Section 24 of the General Terms and Conditions 0.00¢

GRI Demand Surcharge to Applicable High Load Factor Shippers pursuant to Section 23 of the General Terms and Conditions 0.30¢

GRI Demand Surcharge to Applicable Low Load Factor Shippers pursuant to Section 23 of the General Terms and Conditions 0.18¢

50% load factor TCR Reservation Charge and 636 Reservation Charge applicable to SFTS Shippers pursuant to Section 24 of the General Terms and Conditions 0.00¢

GRI Volumetric Surcharge to Applicable Shippers pursuant to Section 23 of the General Terms and Conditions 0.70¢

GRI Volumetric Surcharge to Applicable SFTS Shippers pursuant to Section 23 of the General Terms and Conditions 1.10¢

ACA Surcharge to Applicable Shippers pursuant to Section 22 of the General Terms and Conditions 0.21¢

TCR Usage Surcharge to Applicable Buyers pursuant to Section 24 of the General Terms and Conditions 0.00¢

Effective Unit Fuel Surcharge (0.56)¢ 2/

Effective Fuel Reimbursement Charge Percentage pursuant to Section 27 of the General Terms and Conditions 2.40% 3/

1/ Reflects High Load Factor GRI Demand Surcharge. The maximum Reservation Charge for Low Load Factor Shippers is 37.05¢ per MMBtu.

2/ Base Unit Fuel Surcharge (0.56)¢
 Interim Adjustment 0.00¢
 Effective Unit Fuel Surcharge (0.56)¢

3/ Base Fuel Reimbursement Charge Percentage 2.90%
 Flex Adjustment (0.50)%
 Effective Fuel Reimbursement Charge Percentage 2.40%

Effective Date: 10/01/2001 Status: Effective
 FERC Docket: RP01-509-000

Forty-Fourth Revised Sheet No. 8B Forty-Fourth Revised Sheet No. 8B : Superseded
 Superseding: Forty-Third Revised Sheet No. 8B

Rates - Cents per MMBtu

WESTERN DIVISION TRANSPORTATION

Rates							Maximum
							Including
Surcharge			Facility	Service		Facility	
Rate	Section	Description	Charge	Charge	Charge	Charge 4/	
Service			Maximum	Minimum	Maximum	Minimum	
Schedule							
Charge							
FTS-WD	4	FIRM TRANSPORTATION 3/ Forward Haul	8.01¢	0.00¢	1/ 0.37¢ 2/		8.31¢
1/+0.91¢		Backhaul/Exchange	8.01¢	0.00¢	1/ 0.00¢		8.31¢
1/+0.91¢							
TCR Reservation Charge and 636 Reservation Charge to Applicable Shippers pursuant to Section 24 of the General Terms and Conditions			0.00¢				
GRI Demand Surcharge to Applicable High Load Factor Shippers pursuant to Section 23 of the General Terms and Conditions			0.30¢				
GRI Demand Surcharge to Applicable Low Load Factor Shippers pursuant to Section 23 of the General Terms and Conditions			0.18¢				
GRI Volumetric Surcharge to Applicable Shippers pursuant to Section 23 of the General Terms and Conditions					0.70¢		
ACA Surcharge to Applicable Shippers pursuant to Section 22 of the General Terms and Conditions					0.21¢		
TCR Usage Surcharge to Applicable Shippers pursuant to Section 24 of the General Terms and Conditions					0.00¢		
In addition to any fuel charges by Transporting Pipeline, the Fuel Reimbursement Charge Percentage for deliveries under Rate Schedules FTS-WD, FTS-1 and FTS-2 pursuant to Section 27 of the General Terms and Conditions is 0.50% per compressor station up to a maximum of					2.40%		
1/	Service Charge applicable to each MMBtu delivered shall be				0.28¢/MMBtu plus .07¢/MMBtu per 25 miles or any portion thereof in excess of 100 miles.		
2/	Quantities delivered from an upstream FTS-WD shipper confirmed as receipts by a downstream shipper under a Western Division Rate Schedule FTS-WD shall not be assessed a Facility Charge, Service Charge or other surcharges, but shall be assessed a charge equal to .07¢/MMBtu per 25 miles or any portion thereof.						
3/	100% Load Factor Rate shall equal the sum of the Facility and Service Charge.						
4/	Reflects High Load Factor GRI Demand Surcharge. The maximum Facility Charge for Low Load Factor Shippers is 8.19¢ per MMBtu.						

Effective Date: 11/01/1995 Status: Effective
 FERC Docket: RP96- 26-000

First Revised Sheet No. 8C First Revised Sheet No. 8C : Superseded
 Superseding: Substitute Original Sheet No. 8C

FLORIDA GAS TRANSMISSION COMPANY
 PGA TERMINATION-DISTRIBUTION OF REFUNDS

LINE NO.	CUSTOMER NAME	SALES VOLUME (MMBTU) 1>	SALES VOLUME %	REFUND AMOUNT \$'s
1	CHESAPEAKE UTILITIES CORP	725,852	5.7243	62,640.13
2	CITY GAS CO. OF FLORIDA	1,495,233	11.7919	129,036.76
3	CITY GAS CO. S.W. DIVISION	187,963	1.4823	16,220.97
4	CITY OF BLOUNTSTOWN	19,730	0.1556	1,702.67
5	CITY OF CHIPLEY	11,152	0.0879	962.40
6	CITY OF CLEARWATER	248,563	1.9603	21,450.68
7	CITY OF CRESCENT CITY	26,255	0.2071	2,265.77
8	CITY OF DEFUNIAK SPRINGS	270	0.0021	23.30
9	CITY OF FORT MEADE	18,648	0.1471	1,609.30
10	CITY OF GAINESVILLE	280,120	2.2091	24,174.01
11	CITY OF LAKE CITY	43,073	0.3397	3,717.15
12	CITY OF LEESBURG	115,588	0.9116	9,975.10
13	CITY OF LIVE OAK	113,298	0.8935	9,777.48
14	CITY OF MADISON	153,398	1.2098	13,238.06
15	CITY OF MARIANA	45,746	0.3608	3,947.82
16	CITY OF PERRY	166,706	1.3147	14,386.52
17	CITY OF STARKE	19,797	0.1561	1,708.46
18	CITY OF SUNRISE	202,875	1.5999	17,507.86
19	CITY OF TALLAHASSEE	333,151	2.6273	28,750.52
20	CITY OF WILLISTON	22,005	0.1735	1,899.00
21	ENTEX	4,353	0.0343	375.66
22	FLORIDA PUBLIC UTILITIES	368,637	2.9072	31,812.92
23	FT. PIERCE UTILITIES AUTHORITY	139,073	1.0968	12,001.83
24	GENEVA COUNTY GAS DISTRICT	189,973	1.4982	16,394.44
25	GULFSIDE GAS CO./PORT ARANSAS	59,249	0.4673	5,113.12
26	INDIANTOWN GAS COMPANY	202,858	1.5998	17,506.40
27	LAKE APOPKA NATURAL GAS DISTRICT	175,869	1.3870	15,177.28
28	OKALOOSA COUNTY GAS DISTRICT	18,767	0.1480	1,619.57
29	PALATKA GAS AUTHORITY	162,163	1.2789	13,994.47
30	PALM BEACH COUNTY UTILITY CORP.	144,762	1.1416	12,492.78
31	PEOPLES GAS SYSTEM	4,953,327	39.0637	427,466.01
32	REEDY CREEK IMPROVEMENT DISTRICT	96,020	0.7572	8,286.41
33	SEBRING GAS SYSTEM	22,911	0.1807	1,977.19
34	SOUTH FLORIDA NATURAL GAS CO.	203,601	1.6057	17,570.52
35	ST. JOE NATURAL GAS COMPANY	458,303	3.6143	39,550.98
36	TOWN OF CHATTAHOOCHEE	45,841	0.3615	3,956.02
37	TOWN OF JAY	30,744	0.2425	2,653.17
38	UTILITIES BOARD OF FLORALA	34,146	0.2693	2,946.76
39	WEST FLORIDA NATURAL GAS	1,140,115	8.9913	98,390.52
41	TOTAL	12,680,135	100.000	\$1,094,280.00 2>

/1 Sales commodity volumes under Rate Schedules G,I and SGS for the twelve month period from November 1992 through October 1993.
 /2 Reference Workpaper A of Final PGA Termination Report filed October 31, 1995.

Effective Date: 09/01/1994 Status: Effective
FERC Docket: RP94-332-002

Substitute Original Sheet No. 8D Substitute Original Sheet No. 8D : Superseded

Non-Contiguous Laterals Without Compression
Not Subject to Fuel Reimbursement

Description	Location
South Maple 10"	South Marsh Island, Blk 149
R.J. Flack (2.5")	Brooks Co., Texas
S. Banquette - Ingram (3")	Nueces Co., Texas
N.E. Gibson (2.5")	Terrebonne Parish, La.
N. St. Rose (4")	St. Charles Parish, La.
E. Bayou Pigeon (3")	Iberia Parish, La.
Tylertown (4")	Walthall Co., Miss.
Ivey Newsom (6")	Marion Co., Miss.
Bassfield (6")	Jefferson Co., Miss.
Holiday Creek (4")	Jefferson Co., Miss.
Calhoun (2.5")	Calhoun Co., Miss.
Southwest Lateral (Sabine Pass)	Sabine Pass (Off.), Cameron Pa., La.
Bourbon (16")	West Delta & Miss. Canyon (Off.)
Cognac (16"-18")	S. Pass Area (Off.) Plaquemines Pa., La
Gypsum Lateral (24")	Vermillion (Off.)

Laterals Without Compression Behind Processing Plants
Fuel Reimbursement Charge Not Applicable to
Transportation of Plant Shrinkage

Description	Location
Wiggins Lake (8")	Escambia Co., Fla.
Wiggins Lake (4")	Escambia Co., Fla.
Wiggins Lake Loop (8")	Escambia Co., Fla.
Flomaton (6")	Escambia Co., Fla.
Exxon Processing (12")	Escambia Co., Fla.
Exxon Processing (8")	Escambia Co., Fla.
Exxon - Jay S. (8")	Santa Rosa Co., Fla.
Exxon - Jay No. 5 (8")	Santa Rosa Co., Fla.
Exxon - Santa Rosa (6")	Santa Rosa Co., Fla.
CSX - Cow Island (18")	Vermillion Pa., La.

Effective Date: 10/01/2001 Status: Effective
 FERC Docket: RP01-509-000

Fortieth Revised Sheet No. 8A.01 Fortieth Revised Sheet No. 8A.01 : Superseded
 Superseding: Thirty-Ninth Revised Sheet No. 8A.01

Rates - Cents per MMBtu
 FIRM MARKET AREA TRANSPORTATION - INCREMENTAL

Rate	Schedule	Section	Description	Currently Effective Rates				Maximum Rates Including Surcharges	
				Reservation Charge	Usage Charge	Reservation Charge	Usage Charge		
				Maximum	Minimum	Maximum	Minimum		
FTS-2	4		FIRM TRANSPORTATION SERVICE	76.18¢	0.00¢	1.42¢	1.42¢	76.48¢	1.77¢

GRI Demand Surcharge to Applicable High Load Factor Shippers pursuant to Section 23 of the General Terms and Conditions 0.30¢

GRI Demand Surcharge to Applicable Low Load Factor Shippers pursuant to Section 23 of the General Terms and Conditions 0.18¢

GRI Volumetric Surcharge to Applicable Shippers pursuant to Section 23 of the General Terms and Conditions 0.70¢

ACA Surcharge to Applicable Shippers pursuant to Section 22 of the General Terms and Conditions 0.21¢

Effective Unit Fuel Surcharge (0.56)¢ 2/

Effective Fuel Reimbursement Charge Percentage pursuant to Section 27 of the General Terms and Conditions 2.40% 3/

1/ Reflects High Load Factor GRI Demand Surcharge. The maximum Reservation Charge for Low Load Factor Shippers is 76.36¢ per MMBtu.

2/ Base Unit Fuel Surcharge (0.56)¢
 Interim Adjustment 0.00¢
 Effective Unit Fuel Surcharge (0.56)¢

3/ Base Fuel Reimbursement Charge Percentage 2.90%
 Flex Adjustment (0.50)%
 Effective Fuel Reimbursement Charge Percentage 2.40%

Effective Date: 10/01/2001 Status: Effective
 FERC Docket: RP01-509-000

Thirty-Seventh Revised Sheet No. 8B.01 Thirty-Seventh Revised Sheet No. 8B.01 : Superseded
 Superseding: Thirty-Sixth Revised Sheet No. 8B.01

Rates - Cents per MMBtu
 WESTERN DIVISION TRANSPORTATION - INTERRUPTIBLE

Rate Surcharges Schedule	Section	Description	Service		Maximum Rates Including
			Charge Maximum	Minimum	Service Charge
ITS-WD	4	INTERRUPTIBLE TRANSPORTATION SERVICE			
		Forward Haul	1/	0.37¢ 2/	1/ + 0.91¢
		Backhaul/Exchange	1/	0.00¢	1/ + 0.91¢
		GRI Volumetric Surcharge to Applicable Shippers pursuant to Section 23 of the General Terms and Conditions		0.70¢	
		ACA Surcharge to Applicable Shippers pursuant to Section 22 of the General Terms and Conditions		0.21¢	
		TCR Usage Surcharge to Applicable Shippers pursuant to Section 24 of the General Terms and Conditions		0.00¢	
		In addition to any fuel charges by Transporting Pipelines, the Fuel Reimbursement Charge Percentage pursuant to Section 27 of the General Terms and Conditions is 0.50% per compressor station up to a maximum of		2.40%	
		1/ Service Charge applicable to each MMBtu delivered shall be 6.96¢/MMBtu plus .07¢/MMBtu per 25 miles or any portion thereof in excess of 100 miles.			
		2/ Quantities delivered from an upstream ITS-WD shipper confirmed as receipts by a downstream shipper under a Western Division Rate Schedule ITS-WD shall not be assessed a Service Charge or other surcharges, but shall be assessed a charge equal to .07¢/MMBtu per 25 miles or any portion thereof.			

Effective Date: 10/01/2001 Status: Effective
 FERC Docket: RP01-509-000

Fortieth Revised Sheet No. 8A.02 Fortieth Revised Sheet No. 8A.02 : Superseded
 Superseding: Thirty-Ninth Revised Sheet No. 8A.02

Rates - Cents per MMBtu
 INTERRUPTIBLE MARKET AREA TRANSPORTATION

Rate Surcharges Schedule	Section	Description	Currently Effective Rates		Maximum Rates Including
			Usage Charge Maximum	Minimum	Usage Charge
ITS-1	4	INTERRUPTIBLE TRANSPORTATION SERVICE			
		Forward Haul	32.62 ¢	3.12¢	32.97 ¢
		Backhaul Exchange	32.62 ¢	0.00¢	32.97 ¢
		GRI Volumetric Surcharge to Applicable Shippers pursuant to Section 23 of the General Terms and Conditions		0.70	
		ACA Surcharge to Applicable Shippers pursuant to Section 22 of the General Terms and Conditions		0.21¢	
		TCR Usage Surcharge to Applicable Buyers pursuant to Section 24 of the General Terms and Conditions		0.00¢	
		Effective Unit Fuel Surcharge		(0.56)¢ 1/	
		Effective Fuel Reimbursement Charge Percentage pursuant to Section 27 of the General Terms and Conditions		2.40% 2/	
		1/ Base Unit Fuel Surcharge		(0.56) ¢	
		Interim Adjustment		0.00¢	
		Effective Unit Fuel Surcharge		(0.56) ¢	
		2/ Base Fuel Reimbursement Charge Percentage		2.90%	
		Flex Adjustment		(0.50)%	
		Effective Fuel Reimbursement Charge Percentage		2.40%	

Effective Date: 11/01/1993 Status: Effective
 FERC Docket: RS92- 16-003

Original Sheet No. 9 Original Sheet No. 9 : Superseded

FLORIDA GAS TRANSMISSION COMPANY
 DOCKET NO. RP89-44
 FLOWTHROUGH CAPS FOR FORMER DIRECT SALES CUSTOMERS

CUSTOMER	1982 - 1986 SALES (MMBtu)	PERCENTAGE

PRIMARY		

Florida Power Corporation	25,788,103	2.4461%
Florida Power & Light Company	292,161,780	27.7128%
Gainesville, City of	605,405	0.0574%
Orlando Utilities Commission	10,614,122	1.0068%
Starke, City of	0	0.0000%
Tallahassee, City of	2,445,745	0.2320%
TOTAL PRIMARY		31.4551%

DIRECT		

Adams Packing Assoc., Inc.	1,216,242	0.1154%
Aluminum Co. of America	562,394	0.0533%
Basic Magnesia, Inc.	2,385,188	0.2262%
Buckeye Cellulose Corp.	16,235,459	1.5400%
CF Chemicals, Inc.	3,357,858	0.3185%
Citrus World, Inc.	2,841,145	0.2695%
Coca-Cola Company	3,909,348	0.3708%
Consolidated Minerals, Inc.	5,548,269	0.5263%
Deseret Ranches of Fla., Inc.	4,498	0.0004%
Estech General Chemicals	2,476,899	0.2349%
Farmland Industries, Inc.	1,649,201	0.1564%
Feldspar Corp.	691,936	0.0656%
Florida Hydrocarbons Company	35,728,450	3.3890%
Fort Pierce Utilities Authority	10,963,611	1.0399%
Gainesville, City of	23,328,092	2.2128%
Gardinier, Inc.	7,239,194	0.6867%
Georgia-Pacific Corp.	2,278,240	0.2161%
Gold Bond Building Products	5,360,961	0.5085%
W. R. Grace & Co.	2,336,971	0.2217%
Homestead, City of	4,031,874	0.3824%
International Mineral & Chemical Corp.	2,752,941	0.2611%
Kissimmee, City of	6,586,851	0.6248%
Lakeland, City of	27,431,215	2.6020%
Orlando Utilities Commission	66,299,048	6.2887%
Plymouth Citrus Products Corp.	299,907	0.0284%
Pratt & Whitney Aircraft	1,068,741	0.1014%
State of Florida - Raiford	1,151,229	0.1092%
Reedy Creek Utilities Co., Inc.	7,669,903	0.7275%
Rinker Portland Cement Corp.	248,538	0.0236%
Sebring Utilities Commission	2,537,967	0.2407%
Starke, City of	833,539	0.0791%
Tallahassee, City of	55,245,094	5.2402%
USS Agri-Chemicals, Inc.	2,356,891	0.2236%
USS Chemicals - Polyester Unit	196,741	0.0187%
Vero Beach, City of	10,841,704	1.0284%
Wenczel Tile Co. of Florida, Inc.	450,764	0.0428%
White Meat Packers of Florida	173,809	0.0165%
TOTAL FORMER DIRECT SALES CUSTOMERS		30.1911%

		61.6462%
		=====

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 10 Original Sheet No. 10 : Superseded

RATE SCHEDULE FTS-1
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is a firm rate schedule and is available for firm transportation service provided by Florida Gas Transmission Company (Transporter) to any person (Shipper) where:

- (a) Transporter has sufficient capacity to provide such service;
- (b) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule; and
- (c) Shipper has complied with the requirements of Section 3 hereof; or
- (d) Shipper was a customer of Transporter under Rate Schedule G or SGS or a firm direct sales customer, as set forth in Transporter's Index of Entitlements in effect on November 2, 1992, and Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.
- (e) Shipper is the aggregated joint capacity holder for a Joint Action Agency as set forth in Section 11 below.

2. APPLICABILITY AND CHARACTER OF SERVICE

Transportation from Primary Receipt Points to Primary Delivery Points under this Rate Schedule shall be performed on a firm basis. Deliveries and receipts hereunder shall be specifically subject to the provisions of Section 17C (Operational Flow Orders), Section 17A (Curtailements) and Section 8 (Force Majeure) of the General Terms and Conditions.

Transporter shall receive for transportation hereunder the quantity of gas made available by or for the account of Shipper and transport and make available for delivery to or for the account of Shipper gas in accordance with this Rate Schedule; provided however, that such quantity made available by or for the account of Shipper shall not exceed on any day the applicable Maximum Daily Transportation Quantity (MDTQ) specified in the executed Service Agreement for service under this Rate Schedule and any quantities tendered for Fuel Reimbursement.

Service shall commence under this Rate Schedule on the earlier of: (i) the date Shipper first tenders gas to Transporter for transportation under an executed Service Agreement; or, (ii) five (5) days after the execution of a Service Agreement by Shipper, but in no event prior to Transporter's receipt and acceptance of any necessary

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-007

First Revised Sheet No. 12 First Revised Sheet No. 12 : Superseded
Superseding: Original Sheet No. 12

RATE SCHEDULE FTS-1
Firm Transportation Service (continued)

11. Identity of the State(s) and county or parish from which the gas is produced.
12. Ultimate destination of the gas to be transported.
13. Shipper shall indicate the extent of its supplier(s)' affiliation with Transporter.
14. Indicate whether a marketing affiliate of Transporter is involved in the transaction in any way, and if so, the specific role of the marketing affiliate in the transaction.
15. FOR MARKETING AFFILIATES OF TRANSPORTER ONLY, indicate whether and by how much the cost to the marketing affiliate of the gas to be transported exceeds the sales price for such gas to be received by the marketing affiliate, after deducting associated costs, including those costs incurred for transportation.

A standardized service request form is available on Transporter's electronic bulletin board.

Requests for service, other than service provided under 1(d), which do not include all of the above-referenced information shall be deemed null and void.

B. Execution of Service Agreement

Shipper shall return to Transporter the fully executed FTS-1 Service Agreement within thirty (30) days after receipt thereof. In the event Transporter does not receive the fully executed Service Agreement within thirty (30) days, Shipper's request for transportation under this Rate Schedule shall be null and void.

C. Additional Information Required:

In addition, Shipper must provide the following information:

1. At the time of Shipper's execution of the Service Agreement, the curtailment classification for the requested transportation in accordance with Section 17A of the General Terms and Conditions.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 13 Original Sheet No. 13 : Superseded

RATE SCHEDULE FTS-1
Firm Transportation Service (continued)

2. Prior to execution of the Service Agreement, the identity of the upstream and downstream transporters, if any, involved in the transaction.
3. Prior to execution of the Service Agreement, a letter from Shipper certifying that Shipper has, or will have, title to the gas in accordance with the provisions of Section 7 of the General Terms and Conditions, and certifying that Shipper or Shipper's designee, if applicable, has secured or will have secured, prior to commencement of service, all necessary arrangements for upstream and downstream transportation, if applicable.
4. To the extent that the transportation is performed pursuant to Section 311 of NGPA, then prior to commencement of service, if transportation is on behalf of an intrastate pipeline or local distribution company, Transporter must have certification from the intrastate pipeline or local distribution company that:
 - (a) the intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point, or
 - (b) the intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time the gas is being transported by Transporter, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or
 - (c) the gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that Transporter is providing transportation service.
5. Prior to execution of the Service Agreement, Shipper shall comply with the creditworthiness provisions of Section 16 of the General Terms and Conditions.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 14 Original Sheet No. 14 : Superseded

RATE SCHEDULE FTS-1
Firm Transportation Service (continued)

D. Extension of Term

Requests for extension of the term of a Service Agreement are subject to the provisions of Section 20 (Pre-Granted Abandonment and Right of First Refusal).

4. RATES AND CHARGES

A. For All Gas Delivered By Transporter East of Transporter's Mile Post 238.6 at the Alabama-Florida border (Market Area Transportation Service).

The applicable rates for service under this Rate Schedule are set forth on the currently effective Sheet No. 8A of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Transporter each month the sum of the charges listed below if applicable:

Reservation Charge - The Reservation Charge multiplied by the sum of the MDTQ for the billing month. For purposes of computation of the Reservation Charge, service shall commence as of the date specified in Section 2 above. If, on any day, Transporter fails to make available for delivery, by reason of Transporter's force majeure, or by reason of Transporter's negligence or willful misconduct, the lesser of the applicable MDTQ or such quantity as Shipper has nominated and Transporter has scheduled the Reservation Charge otherwise payable shall be reduced for the month by an amount equal to the quantity not made available for delivery times the number of days that Transporter failed to make such quantity available for delivery times the daily Reservation Charge; provided however, that in the case of failure to make available for delivery due to Transporter's negligence or willful misconduct, nothing herein shall be construed to limit Shipper's remedies to the reservation charge credit provided in this Section.

Effective Date: 03/01/1997 Status: Effective
FERC Docket: RP96-366-000

Second Revised Sheet No. 16 Second Revised Sheet No. 16 : Superseded
Superseding: First Revised Sheet No. 16

RATE SCHEDULE FTS-1
Firm Transportation Service (continued)

Transporter may from time to time and at any time at its sole discretion charge any individual Shipper for transportation service under Rate Schedule FTS-1 a Reservation, Usage, and/or Fuel Reimbursement Charge which is lower than such charge based on the maximum rates set forth on Sheet No. 8A or provided for in Section 5 herein; provided however, that Transporter's discretion shall not be exercised on an unduly discriminatory basis and that such charge may not be less than such charge based on the minimum rate set forth on Sheet No. 8A for Rate Schedule FTS-1.

Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shippers affected, the total volume transported and any other information as may be required.

Effective Date: 04/01/1996 Status: Effective

FERC Docket: RP96-151-001

Fifth Revised Sheet No. 18 Fifth Revised Sheet No. 18 : Superseded

Superseding: Fourth Revised Sheet No. 18

RATE SCHEDULE FTS-1

Firm Transportation Service (continued)

To the extent quantities delivered for an upstream Shipper under this Rate Schedule are confirmed as receipts by a downstream Shipper nominating transportation deliveries in the Western Division under this Rate Schedule (Western Division Pooling), the upstream Shipper shall not be assessed a Facility Charge, Service Charge or Surcharges but shall instead be assessed a charge equal to the rate per 25-mile component of the Service Charge for the appropriate distance multiplied by the quantity of gas transported to or for the account of the upstream Shipper as Western Division Pooling during the billing month.

5. FUEL REIMBURSEMENT CHARGES

Transporter shall retain Fuel Reimbursement Charges pursuant to Section 27 of the General Terms and Conditions. The Fuel Reimbursement Charges shall be set forth on the currently effective Sheet Nos. 8A and 8B of this Tariff.

For service in Transporter's Western Division, the Fuel Reimbursement Charge shall be the sum of fuel charges by Transporting Pipelines, if applicable, plus the Fuel Reimbursement Charge Percentage listed on Sheet No. 8B applied on a per compressor station basis; provided, however, that the maximum fuel charge shall be the Current Fuel Reimbursement Charge Percentage.

Where Shipper nominates and Transporter confirms and schedules quantities of gas delivered by Shipper at Receipt Point(s) which Receipt Point(s) are located downstream of Shipper's scheduled deliveries at Primary or Alternate Delivery Point(s), the quantity of gas delivered at such Receipt Point(s) shall not be assessed a Fuel Reimbursement Charge and such quantities shall be recorded as a Western Division Backhaul Quantity.

To the extent quantities delivered for an upstream Shipper are confirmed as receipts by a downstream Shipper nominating transportation deliveries in the Western Division under this Rate Schedule (Western Division Pooling), the quantity of gas transported to or for the account of the upstream Shipper as Western Division Pooling shall be recorded as a Western Division Pooling Quantity and shall be assessed the Fuel Reimbursement Charge Percentage listed on Sheet No. 8B applied on a per compressor station basis. If the sum of the Fuel Reimbursement Charge Percentages applicable to the upstream and downstream Shippers is greater than the Current Fuel Reimbursement Charge Percentage, then the upstream Shipper shall be assessed a Fuel Reimbursement Charge Percentage equal to the Current Fuel Reimbursement Charge Percentage less the Fuel Reimbursement Charge Percentage applicable to the downstream Shipper.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 20 Original Sheet No. 20 : Superseded

RATE SCHEDULE FTS-1
Firm Transportation Service (continued)

8. RECEIPT POINTS

A. Primary Receipt Point(s)

The term Primary Receipt Point(s) shall mean those Point(s) of Receipt listed in Exhibit A of Shipper's FTS-1 Service Agreement which are assigned a MDQ. Shipper may nominate receipts at the closest in-line transfer point east of the Primary Receipt Point in lieu of nominating at a Primary Receipt Point and such nomination shall be deemed a Primary Receipt Point nomination for purposes of scheduling priorities under Section 10 of the General Terms and Conditions. Subject to the availability of firm capacity, a Shipper may request changes in Primary Receipt Points under an executed Service Agreement at any time by submitting a request pursuant to Section 3 of this Rate Schedule.

B. Alternate Receipt Point(s)

The term Alternate Receipt Point(s) shall include Point(s) of Receipt on Transporter's system other than those listed in Exhibit A of Shipper's FTS-1 Service Agreement, including in-line transfer points, except as provided in (A) above, and nominations in excess of the MDQ at a Primary Receipt Point. A listing of receipt points on Transporter's system is set forth on Appendix A of the General Terms and Conditions of this tariff. Transporter shall post a listing of any changes in the receipt point listing on its electronic bulletin board.

Shipper may nominate gas at Alternate Receipt Point(s) subject to the provisions of Section 10 of the General Terms and Conditions, provided on any given day the sum of volumes nominated for receipt at all Primary and Alternate Receipt Points does not exceed the total MDTQ under the FTS-1 Service Agreement and any quantities tendered for Fuel Reimbursement. All volumes nominated and transported up to the MDTQ under the FTS-1 Service Agreement, including those received at an Alternate Receipt Point, shall be billed at the rates for service under this Rate Schedule.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 22 Original Sheet No. 22 : Superseded

RATE SCHEDULE FTS-1
Firm Transportation Service (continued)

10. RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

Transporter shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act (NGA) with the appropriate regulatory authority, to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, and/or (b) Rate Schedule FTS-1 pursuant to which this service is rendered; provided, however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 filing by Transporter, and/or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest filings of Transporter, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

11. AGGREGATION BY PUBLIC AGENCIES

A. Aggregation

1. Public Agencies may aggregate all or part of their firm capacity under individual FTS-1 or SFTS service agreements into a Joint Action Agency under a single Rate Schedule FTS-1 service agreement pursuant to this Section 11.
2. The aggregation of firm entitlements pursuant to this Section 11 shall not affect the aggregating Public

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 22A Original Sheet No. 22A : Superseded

RATE SCHEDULE FTS-1
Firm Transportation Service (continued)

Agency's right to receive, nor Transporter's obligation to make available for delivery, quantities at each Public Agency's primary delivery points up to the stated MDQ within each Public Agency's MDTQ.

3. Prior to June 30, 1993, any Public Agencies desiring to aggregate shall inform Transporter of the following:
 - i) The identity of, including mailing address, telephone and telecopier/facsimile numbers for the Joint Action Agency representative to be responsible for receiving billings and making payments under the aggregated service agreement.
 - ii) Maximum Daily Transportation Quantity (MDTQ) to be aggregated which shall be separately stated for each service agreement being aggregated, and further stated for the periods (1) October; (2) November-March; (3) April; and (4) May-September. MDTQs shall also be set forth by Division.
 - iii) The primary delivery point capacity (MDQ) by season for each service agreement in whole or part to be transferred to the aggregated service agreement; provided further, that the combined MDQ for the aggregated portion of the service agreement and any entitlement remaining on the individual Public Agency's service agreement shall not exceed the MDQ existing prior to aggregation.
 - iv) To the extent aggregating shippers have subscribed for NNTS service, the No-Notice Quantity ("NNQ") may also be aggregated and in such case will be combined into a single NNTS Addendum to the Joint Action Agency's FTS-1 service agreement, but the NNQ will be separately set forth for each Division.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 22B Original Sheet No. 22B : Superseded

RATE SCHEDULE FTS-1
Firm Transportation Service (continued)

- v) The primary receipt point capacity by season for each service agreement in whole or part to be transferred to the aggregated service agreement; provided further, that the combined MDQ for the aggregated portion of the service agreement and any entitlement remaining on the individual Public Agency's service agreement shall not exceed the MDQ existing prior to aggregation.
- vi) The term of the service agreement. Unless otherwise agreed, the term of the service agreement shall be the underlying term applicable to the MDTQ and MDQ being aggregated. If the aggregating Shippers have different underlying terms, then such terms shall continue to apply independently to the MDTQ and MDQ being aggregated. Each Public Agency shall also elect either of the following to be applicable to the MDTQ and MDQ it is aggregating: the 10-year rollover provision, or the right of first refusal contained in Section 20 of Transporter's tariff.

The Joint Action Agency must meet Transporter's creditworthiness standards set forth in Section 16 of the General Terms and Conditions.

- 4. Effective October 1, 1993 a Public Agency may aggregate all or part of its firm capacity with an existing Joint Action Agency sixty (60) days after a positive determination of creditworthiness has been made by Transporter; subject to the information set forth in 3(i)-(vi) being provided for the additional aggregated entitlement.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 22C Original Sheet No. 22C : Superseded

RATE SCHEDULE FTS-1
Firm Transportation Service (continued)

B. Disaggregation

1. Provided a Public Agency meets the creditworthiness standards set forth in Section 16 of the General Terms and Conditions at the time of disaggregation, such Public Agency may disaggregate all or part of its firm capacity from the aggregated service agreement i) through the capacity relinquishment program, or ii) by giving Transporter notice within 30 days of the date Transporter files a general Section 4 rate case.
2. A Public Agency which disaggregates shall be considered a Rate Schedule FTS-1 Shipper; provided however, a Public Agency which disaggregates by giving notice to Transporter within thirty (30) days following Transporter's notice of its intention to file a general Section 4 rate case may revert to Rate Schedule SFTS service if such Public Agency met the requirements for service under Rate Schedule SFTS at the time of aggregation. Transporter shall post on its EBB its intention to file a general Section 4 rate case at least thirty (30) days prior to filing same.
3. Within thirty (30) days after disaggregation, Public Agencies which aggregated their capacity prior to June 30, 1993 may elect the 10-year rollover option set forth in Section 20.C. of the General Terms and Conditions by giving written notice to Transporter consistent with Section 20.C.
4. Any Public Agency that disaggregates may not exercise the right to aggregate under this Section 11 any portion of its capacity with any member or Division of the former Joint Action Agency for a period of two (2) years.

12. TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's FERC Gas Tariff are hereby made a part of this Rate Schedule.

Effective Date: 03/01/1997 Status: Effective
FERC Docket: RP96-366-000

Original Sheet No. 22I Original Sheet No. 22I : Superseded

RATE SCHEDULE FTS-WD
Firm Transportation Service (continued)

Service Charge - The Service Charge multiplied by the quantity of gas transported to or for the account of Shipper by Transporter during the billing month, as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Fuel Reimbursement Charge - The Fuel Reimbursement Charge, as defined in Section 5 of this Rate Schedule.

Service Surcharges - The service surcharges as set forth in the Service Charge column on the currently effective Sheet No. 8B of this Tariff multiplied by the quantity of gas delivered to or for the account of Shipper by Transporter during the billing month as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Facility Surcharges - The facility surcharges, as set forth in the Facility Charge column on the currently effective Sheet No. 8B of this Tariff multiplied by the sum of the MDTQ for the billing month.

Incidental Charges - Shipper shall reimburse Transporter for any incidental charges incurred by Transporter in providing this service. Such charges may include only (i) reporting or filing fees relating to this service, (ii) costs of construction or acquisition of new facilities necessary to render this service, to the extent agreed to by Transporter and Shipper, and (iii) such other applicable charges as may be authorized by the Commission.

Transporter may from time to time and at any time at its sole discretion charge any individual Shipper for transportation service under Rate Schedule FTS-WD a Facility, Service, and/or Fuel Reimbursement Charge which is lower than such charge based on the maximum rates set forth on Sheet No. 8B or provided for in Section 5 herein; provided however, that Transporter's discretion shall not be exercised on an unduly discriminatory basis and that such charge may not be less than such charge based on the Minimum Rate set forth on Sheet No. 8B for Rate Schedule FTS-WD.

Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shippers affected, the total volume transported and any other information as may be required.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 24 Original Sheet No. 24 : Superseded

RATE SCHEDULE SFTS
Small Customer Firm Transportation Service (continued)

Transporter shall receive for transportation hereunder the quantity of gas made available by or for the account of Shipper and transport and make available for delivery to or for the account of Shipper, gas in accordance with this Rate Schedule; provided however, that such quantity made available by or for the account of Shipper shall not exceed on any day the applicable Maximum Daily Transportation Quantity (MDTQ) specified in the executed Service Agreement for service under this Rate Schedule and any quantities tendered for Fuel Reimbursement.

Service shall commence under this Rate Schedule on the earlier of: (i) the date Shipper first tenders gas to Transporter for transportation under an executed Service Agreement; or, (ii) five (5) days after the execution of such Service Agreement by Shipper, but in no event prior to Transporter's receipt and acceptance of any necessary regulatory authorization to provide firm transportation service to Shipper in accordance with the terms of this Rate Schedule and such executed Service Agreement, and further, in no event prior to the in-service date of any facilities necessary to provide such service. Gas received for transportation hereunder will be commingled with other gas in Transporter's system, and the specific gas made available by Shipper or for Shipper's account for transportation may not be the same gas delivered to Shipper or for its account.

Service under this Rate Schedule may not be relinquished pursuant to Section 18 of the General Terms and Conditions.

Effective Date: 04/01/1994 Status: Effective

FERC Docket: RP94-142-000

First Revised Sheet No. 25 First Revised Sheet No. 25 : Superseded
Superseding: Original Sheet No. 25

RATE SCHEDULE SFTS
Small Customer Firm Transportation Service (continued)

3. REQUESTS FOR FIRM TRANSPORTATION SERVICE

A. Transportation Requests

The specific information required from a Shipper for a valid request for firm transportation service must be delivered to Transporter, Attention: FGT Marketing Administration Department, at P.O. Box 1188, Houston, Texas 77251-1188. Requests for transportation must be accompanied by the following:

1. Shipper's legal name.
2. Shipper's principal place of business.
3. Shipper's contact person and telephone number.
4. Shipper's business address for notices and billing.
5. Shipper's status (e.g. producer, end-user, local distribution company, interstate, intrastate or Hinshaw pipeline, or other [please specify]).
6. Maximum Daily Transportation Quantity (MDTQ) requested stated in MMBtu per day for the periods: (i) October; (ii) November-March; (iii) April; and (iv) May-September; which shall be no greater than the thermal equivalent MDTQ in effect under Shipper's Service Agreement under Rate Schedule SGS or under a firm direct contract in effect on November 2, 1992.
7. Requested date of commencement of service.
8. Requested term of service.
9. Requested Primary Receipt Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Primary Receipt Point; provided however, that the aggregate maximum daily quantities at such Primary Receipt Points shall not exceed Shipper's MDTQ plus any fuel.
10. Requested Primary Delivery Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Delivery Point.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-007

First Revised Sheet No. 26 First Revised Sheet No. 26 : Superseded
Superseding: Original Sheet No. 26

RATE SCHEDULE SFTS

Small Customer Firm Transportation Service (continued)

11. Identity of the State(s) and county or parish from which the gas is produced.
12. Ultimate destination of the gas to be transported.
13. Shipper shall indicate the extent of its supplier(s)' affiliation with Transporter.
14. Indicate whether a marketing affiliate of Transporter is involved in the transaction in any way, and if so, the specific role of the marketing affiliate in the transaction.
15. FOR MARKETING AFFILIATES OF TRANSPORTER ONLY, indicate whether and by how much the cost to the marketing affiliate of the gas to be transported exceeds the sales price for such gas to be received by the marketing affiliate, after deducting associated costs, including those costs incurred for transportation.

A standardized service request form is available on Transporter's electronic bulletin board.

Requests for service which do not include all of the above-referenced information shall be deemed null and void.

B. Execution of Service Agreement

Shipper shall return to Transporter the fully executed SFTS Service Agreement within thirty (30) days after receipt thereof. In the event Transporter does not receive the fully executed Service Agreement within thirty (30) days, Shipper's request for transportation under this Rate Schedule shall be null and void.

C. Additional Information Required

In addition, Shipper must provide the following information:

1. At the time of Shipper's execution of the Service Agreement, the curtailment classification for the requested transportation in accordance with Section 17A of the General Terms and Conditions.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 27 Original Sheet No. 27 : Superseded

RATE SCHEDULE SFTS

Small Customer Firm Transportation Service (continued)

2. Prior to execution of the Service Agreement, the identity of the upstream and downstream transporters, if any, involved in the transaction.
3. Prior to execution of the Service Agreement, a letter from Shipper certifying that Shipper has, or will have title to the gas in accordance with the provisions of Section 7 of the General Terms and Conditions, and certifying that Shipper or Shipper's designee, if applicable, has secured or will have secured, prior to commencement of service, all necessary arrangements for upstream and downstream transportation, if applicable.
4. To the extent that the transportation is performed pursuant to Section 311 of the NGPA, prior to commencement of service, if transportation is on behalf of an intrastate pipeline or local distribution company, Transporter must have certification from the intrastate pipeline or local distribution company that:
 - (a) the intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point, or
 - (b) the intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time the gas is being transported by Transporter, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or
 - (c) the gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that Transporter is providing transportation service.
5. Prior to execution of the Service Agreement, Shipper shall comply with the creditworthiness provisions of Section 16 of the General Terms and Conditions.

D. Extension of Term

Requests for extension of the term of a Service Agreement are subject to the provisions of Section 20 (Pre-Granted Abandonment and Right of First Refusal).

Effective Date: 09/02/1996 Status: Effective
FERC Docket: RP96-330-000

Second Revised Sheet No. 28 Second Revised Sheet No. 28 : Superseded
Superseding: First Revised Sheet No. 28

RATE SCHEDULE SFTS
Small Customer Firm Transportation Service (continued)

4. RATES AND CHARGES

Unless otherwise mutually agreed to by Transporter and Shipper, the applicable rates for service under this Rate Schedule are set forth on the currently effective Sheet No. 8A of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Transporter each month the sum of the charges listed below if applicable:

Usage Charge - The Usage Charge multiplied by the quantity of gas, delivered to or for the account of Shipper by Transporter during the billing month, as determined in Section 13 of the General Terms and Conditions of this tariff.

Fuel Reimbursement Charge - The Fuel Reimbursement Charge, as defined in Section 5 of this Rate Schedule.

Usage Surcharges - The usage surcharges as set forth in the Usage Charge column on the currently effective Sheet No. 8A of this Tariff multiplied by the quantity of gas delivered to or for the account of Shipper by Transporter during the billing month, as determined in Section 13 of the General Terms and Conditions of this tariff.

Reservation Surcharges- The TCR and 636 Reservation Charges in the Reservation Charge column as set forth on Sheet No. 8A of this Tariff at 50% load factor multiplied by the quantity of gas delivered to or for the account of Shipper.

Incidental Charges - Shipper shall reimburse Transporter for any incidental charges incurred by Transporter in providing this service. Such charges may include only (i) reporting or filing fees relating to this service, (ii) costs of construction or acquisition of new facilities necessary to render this service, to the extent agreed to by Shipper and Transporter, and (iii) such other applicable charges as may be authorized by the Commission.

Transporter may from time to time and at its sole discretion charge any individual Shipper for transportation service under Rate Schedule SFTS to Shipper's Primary Delivery Point(s) a Usage Charge and/or Fuel Reimbursement Charge which is lower than such charge based on the maximum rates set forth on Sheet No. 8A or provided for in Section 5 herein; provided however, that Transporter's discretion shall not be exercised on an unduly discriminatory basis and that such charge may not be less than such charge based on the minimum rate set forth on Sheet No. 8A for Rate Schedule SFTS.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: RP96-151-001

Second Revised Sheet No. 29 Second Revised Sheet No. 29 : Superseded
Superseding: First Revised Sheet No. 29

RATE SCHEDULE SFTS
Small Customer Firm Transportation Service (continued)

5. FUEL REIMBURSEMENT CHARGES

Transporter shall retain Fuel Reimbursement Charges pursuant to Section 27 of the General Terms and Conditions. The Fuel Reimbursement Charges shall be set forth on the currently effective Sheet No. 8A of this Tariff.

Where Shipper nominates and Transporter confirms and schedules quantities of gas delivered by Shipper at Receipt Point(s) which Receipt Point(s) are located downstream of Shipper's scheduled deliveries at Primary or Alternate Delivery Point(s), the quantity of gas delivered at such Receipt Point(s) shall not be assessed a Fuel Reimbursement Charge and such quantities shall be recorded in Transporter's Backhaul Volumes Account as a Backhaul Quantity.

6. MAXIMUM DAILY TRANSPORTATION QUANTITY

The MDTQ shall be expressed in each Service Agreement under this Rate Schedule and shall be the largest quantity of gas, expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under each Service Agreement under this Rate Schedule on any one day. The seasonal MDTQ for October, November through March, April and May through September shall be set forth in the executed Service Agreement for service under this Rate Schedule.

7. MAXIMUM DAILY QUANTITY

The MDQ for any single receipt or delivery point shall be the volume set forth in the executed Service Agreement for service under this Rate Schedule which shall represent the maximum volume that Transporter will make available for delivery at a delivery point or will accept receipt of at a receipt point on any one day; provided however, that in addition to the MDQ for each receipt point set forth on Exhibit A to Shipper's executed Service Agreement, Shipper shall tender additional volumes to be used as Transporter's Fuel, based upon the Fuel Reimbursement Charge set forth on the currently effective Sheet No. 8A.

8. RECEIPT POINTS

A. Primary Receipt Point(s)

The term Primary Receipt Point(s) shall mean those Point(s) of Receipt listed in Exhibit A of Shipper's SFTS Service Agreement which are assigned a MDQ. Shipper may nominate receipts at the closest in-line transfer point east of the Primary Receipt Point in lieu of nominating at a Primary Receipt Point and such

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 30 Original Sheet No. 30 : Superseded

RATE SCHEDULE SFTS

Small Customer Firm Transportation Service (continued)

nomination shall be deemed a Primary Receipt Point nomination for purposes of scheduling priorities under Section 10 of the General Terms and Conditions. Subject to the availability of firm capacity, a Shipper may request changes in Primary Receipt Points under an executed Service Agreement at any time by submitting a request pursuant to Section 3 of this Rate Schedule.

B. Alternate Receipt Point(s)

The term Alternate Receipt Point(s) shall include Point(s) of Receipt on Transporter's system other than those listed in Exhibit A of Shipper's SFTS Service Agreement, including in-line transfer points, except as provided in (A) above, and nominations in excess of the MDQ at a Primary Receipt Point. A listing of receipt points on Transporter's system is set forth on Appendix A of the General Terms and Conditions of this tariff. Transporter shall post a listing of any changes in the receipt point listing on its electronic bulletin board.

Shipper may nominate gas at Alternate Receipt Point(s) subject to the provisions of Section 10 of the General Terms and Conditions, provided on any given day the sum of volumes nominated for receipt at all Primary and Alternate Receipt Points does not exceed the MDTQ under the SFTS Service Agreement and any quantities tendered for Fuel Reimbursement. All volumes nominated and transported up to the MDTQ under the SFTS Service Agreement, including those received at an Alternate Receipt Point, shall be billed at the rates for service under this Rate Schedule.

9. DELIVERY POINTS

A. Primary Delivery Point(s)

The term Primary Delivery Point(s) shall mean those delivery points listed on Exhibit B of Shipper's SFTS Service Agreement which are assigned a MDQ.

B. Alternate Delivery Point(s)

The term Alternate Delivery Point(s) shall mean all other Point(s) of Delivery which are not Primary Delivery Points(s) and nominations in excess of the MDQ at a Primary Delivery Point.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 31 Original Sheet No. 31 : Superseded

RATE SCHEDULE SFTS
Small Customer Firm Transportation Service (continued)

Shipper may nominate gas for delivery at Alternate Delivery Point(s) subject to the provisions of Section 10 of the General Terms and Conditions, provided on any given day the sum of volumes nominated for delivery at all Primary and Alternate Delivery Points does not exceed the MDTQ under the SFTS Service Agreement.

All volumes nominated and transported up to the MDTQ under the SFTS Service Agreement, including those delivered at an Alternate Delivery Point, shall be billed at the SFTS rates for service.

10. RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

Transporter shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act (NGA) with the appropriate regulatory authority, to make changes in (a) the rates and charges applicable to its Rate Schedule SFTS, and/or (b) Rate Schedule SFTS pursuant to which this service is rendered; provided, however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 filing by Transporter, and/or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule SFTS. Transporter agrees that Shipper may protest or contest filings of Transporter, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

11. TRANSFER OF SERVICE TO RATE SCHEDULE FTS-1

Shipper may transfer its MDTQ under this Rate Schedule to Transporter's Rate Schedule FTS-1 upon sixty (60) days notice to Transporter.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 31A Original Sheet No. 31A : Superseded

RATE SCHEDULE SFTS
Small Customer Firm Transportation Service (continued)

12. ELIGIBILITY TO RECEIVE SERVICE UNDER RATE SCHEDULE PTS-1 OR ITS-1

Shippers receiving transportation service under this Rate Schedule shall not be permitted to nominate service under Rate Schedule PTS-1 or ITS-1 pursuant to Section 10 of the General Terms and Conditions nor shall any other Shipper be permitted to nominate PTS-1 or ITS-1 at a Primary Delivery Point under an SFTS Service Agreement unless and until the SFTS Shipper has nominated a quantity under Rate Schedule SFTS equal to such Shipper's full MDTQ under Shipper's Rate Schedule SFTS Service Agreement.

13. ELIGIBILITY TO ACQUIRE CAPACITY UNDER CAPACITY RELINQUISHMENT

Shippers receiving transportation service under this Rate Schedule shall not be eligible to acquire capacity under Section 18 of the General Terms and Conditions unless and until such Shipper has nominated a quantity under Rate Schedule SFTS equal to such Shipper's full MDTQ under Shipper's Rate Schedule SFTS Service Agreement for the period of the proposed relinquishment.

14. TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's FERC Gas Tariff are hereby made a part of this Rate Schedule.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 33 Original Sheet No. 33 : Superseded

RATE SCHEDULE NNTS
No Notice Transportation Service

1. Transporter is operationally able to provide such service without additional facilities, unless such Shipper(s) agrees to reimburse Transporter for additional facilities pursuant to the provisions of Section 21D of the General Terms and Conditions;
2. Shipper submits a valid request for service under Section 3 of the FTS-1 or SFTS Rate Schedules;
3. Requested NNQ shall never exceed Shipper's MDTQ under Rate Schedule FTS-1 or SFTS.

Requests for NNTS service or changes in total NNQ for the Shipper shall be separately stated for each shipper division.

- B. Redistribution of NNTS Service Levels - Transporter shall accept changes in NNQ distribution among divisions at any time Shipper requests such change, provided Shipper furnishes Transporter at least thirty (30) days prior notice of such requested redistribution and provided further:
1. Transporter is operationally able to provide such service without additional facilities, unless such Shipper(s) agrees to reimburse Transporter for additional facilities pursuant to the provisions of Section 21D of the General Terms and Conditions;
 2. Shipper submits a valid request under Section 3 of the FTS-1 or SFTS Rate Schedules.
- C. Assignment of NNTS Service - Transporter shall accept assignments of NNQ levels between SFTS and FTS-1 Shippers at any time upon ninety (90) days prior notice of such requested assignment provided further:
1. Transporter is operationally able to provide such service without additional facilities, unless such Shipper(s) agrees to reimburse Transporter for additional facilities pursuant to the provisions of Section 21D of the General Terms and Conditions;
 2. Shipper desiring to take assignment of all or any portion of another Shipper's NNQ submits a valid request under Section 3 of the SFTS or FTS-1 Rate Schedules.

In no event may Shipper take assignment of NNQ such that the Shipper's total NNQ exceeds Shipper's MDTQ under Rate Schedule FTS-1 or SFTS.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 35 Original Sheet No. 35 : Superseded

RATE SCHEDULE PTS-1
Preferred Transportation Service

1. AVAILABILITY

This Rate Schedule is an interruptible Rate Schedule and is available for preferred transportation service provided by Florida Gas Transmission Company (Transporter) to any person (Shipper) where:

- (a) Transporter has Maximum Annual Transportation Quantities available to provide such service; and
- (b) Shipper and Transporter had a preferred sales agreement under former Rate Schedule I or under a direct sales contract as of November 2, 1992, and/or Shipper had a transportation agreement under Rate Schedule PTS-1 as of November 2, 1992.

2. APPLICABILITY AND CHARACTER OF SERVICE

Transporter shall receive for transportation hereunder the quantity of gas made available by or for the account of Shipper and transport and make available for delivery to or for the account of Shipper, gas in accordance with this Rate Schedule; provided however, that such quantity made available by or for the account of Shipper shall not exceed in any Service Year the Maximum Annual Transportation Quantity (MATQ) specified in the executed Service Agreement for service under this Rate Schedule and any quantities tendered for Fuel Reimbursement, and provided further that quantities acquired through the capacity relinquishment mechanism set forth in Section 18 of the General Terms and Conditions shall be included with deliveries under this Rate Schedule for purposes of determining whether Shipper has reached its MATQ during a given Service Year. Gas received for transportation hereunder will be commingled with other gas in Transporter's system, and the specific gas made available by Shipper or for Shipper's account for transportation may not be the same gas delivered to Shipper or for its account.

Transportation of natural gas under this Rate Schedule shall be performed on an interruptible basis and shall be subject to interruption as provided in Section 10 (Scheduling Priorities), Section 17C (Operational Flow Orders), Section 17A (Curtailments), and Section 8 (Force Majeure) of the General Terms and Conditions.

Service under this Rate Schedule shall terminate and be abandoned upon the effective date of Transporter's first general Section 4 filing which includes the cost of facilities or services pending authorization in Docket No. CP92-182 et al.

Effective Date: 07/26/1999 Status: Effective

FERC Docket: RP99-353-000

Fifth Revised Sheet No. 37 Fifth Revised Sheet No. 37 : Superseded

Superseding: Fourth Revised Sheet No. 37

RATE SCHEDULE PNR

Interruptible Park 'N Ride Service

3. REQUESTS FOR INTERRUPTIBLE PARKING AND BORROWING SERVICE

Requests for service under this Rate Schedule shall be considered acceptable only if Shipper has completed and returned Transporter's service request form (which is available to all Shippers). Such request for service shall contain the information specified in Transporter's service request form, as such may be revised from time to time, including, but not limited to:

- A. Sufficient information to determine Shipper's creditworthiness in accordance with Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- B. Prior to execution of the Service Agreement, a letter from Shipper certifying that:
 - 1. Shipper has, or will have title to the gas to be parked or returned (when borrowed) in accordance with the provisions of Section 7 of the General Terms and Conditions, and
 - 2. Shipper or Shipper's designee, if applicable, has secured, or will have secured, prior to the commencement of service, all necessary arrangements for upstream and/or downstream transportation, if applicable.
- C. Such other information as required to comply with regulatory reporting or filing requirements.

4. RATES AND CHARGES

- A. Unless otherwise mutually agreed to by Transporter and Shipper, and pursuant to the provisions of Sections 15.h and 15.i of the General Terms and Conditions, the applicable rates for service under this Rate Schedule are set forth on the currently effective Sheet No. 8A.03 of Transporter's FERC Gas Tariff and are hereby incorporated herein.
- B. Unless otherwise mutually agreed to by Transporter and Shipper, for all natural gas service rendered hereunder, Transporter shall invoice and Shipper shall pay Transporter each month the sum of the charges listed below if applicable:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 38 Original Sheet No. 38 : Superseded

RATE SCHEDULE PRS
Primary Transportation Service

1. AVAILABILITY

This Rate Schedule is an interruptible Rate Schedule and is available for primary transportation service provided by Florida Gas Transmission Company (Transporter) to any person (Shipper) where:

- (a) Transporter has sufficient capacity to provide such service; and
- (b) Shipper and Transporter have previously entered into a Primary Interruptible Service Agreement as of November 2, 1992 and have executed a Service Agreement for Primary Transportation Service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas transported by Transporter for Shipper under this Rate Schedule shall be for use only at Shipper's or Shipper's affiliate's power plants, and it is recognized that deliveries hereunder may be curtailed or interrupted by Transporter subject to the provisions of Sections 17 and 10 of the General Terms and Conditions. Transportation service hereunder shall be made available when Transporter has determined in its sole discretion that capacity exists on Transporter's system. Transporter shall receive for transportation hereunder the quantity of gas made available by or for the account of Shipper and transport and make available for delivery to or for the account of Shipper, gas in accordance with this Rate Schedule; provided however, that such quantity made available by or for the account of Shipper shall not exceed on any day the Maximum Daily Transportation Quantity (MDTQ) specified in the executed Service Agreement for service under this Rate Schedule plus any quantities tendered for Fuel Reimbursement nor shall the quantity exceed the Maximum Annual Transportation Quantity (MATQ) specified in the Service Agreement under this Rate Schedule and any quantities tendered for Fuel Reimbursement for any service year. Gas received for transportation hereunder will be commingled with other gas in Transporter's system, and the specific gas made available by Shipper or for Shipper's account for transportation may not be the same gas delivered to Shipper or for its account.

Transportation of natural gas under this Rate Schedule shall be performed on an interruptible basis and shall be subject to interruption as provided in Section 10 (Scheduling Priorities), Section 17C (Operational Flow Orders), Section 17A (Curtailments), and Section 8 (Force Majeure) of the General Terms and Conditions.

Service under this Rate Schedule shall terminate and be abandoned upon the effective date of Transporter's first general Section 4 filing which includes the cost of facilities or services pending authorization in Docket No. CP92-182 et al.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: RP96-151-001

Second Revised Sheet No. 40 Second Revised Sheet No. 40 : Superseded
Superseding: First Revised Sheet No. 40

RATE SCHEDULE PRS
Primary Transportation Service (continued)

4. FUEL REIMBURSEMENT CHARGES

Transporter shall retain Fuel Reimbursement Charges pursuant to Section 27 of the General Terms and Conditions. The Fuel Reimbursement Charges shall be set forth on the currently effective Sheet No. 8A.02 of this Tariff.

5. MAXIMUM DAILY TRANSPORTATION QUANTITY

The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender, subject to the terms and conditions of this Rate Schedule, in the aggregate for transportation under this Rate Schedule, exclusive of Transporter's Fuel, and which Transporter may make available for delivery at the applicable Point(s) of Delivery on any one day. The MDTQ for each day shall be set forth in the executed Service Agreement for service under this Rate Schedule.

6. MAXIMUM ANNUAL TRANSPORTATION QUANTITY

The MATQ is the Maximum Annual Transportation Quantity that Shipper may tender, subject to the terms and conditions of this Rate Schedule and have made available for delivery by Transporter in any contract year. The MATQ shall be set forth on the Service Agreement for service under this Rate Schedule.

7. RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

Transporter shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act (NGA) with the appropriate regulatory authority, to make changes in (a) the rates and charges applicable to its Rate Schedule PRS, and/or (b) Rate Schedule PRS pursuant to which this service is rendered, and/or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule PRS. Transporter agrees that Shipper may protest or contest filings of Transporter, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

8. TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's FERC Gas Tariff are hereby made a part of this Rate Schedule.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 41 Original Sheet No. 41 : Superseded

RATE SCHEDULE ITS-1
Interruptible Transportation Service

1. AVAILABILITY

This Rate Schedule is an interruptible Rate Schedule and is available for interruptible transportation service provided by Florida Gas Transmission Company (Transporter) to any person (Shipper) where:

- (a) Transporter has sufficient capacity to provide such service;
- (b) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule; and
- (c) Shipper has complied with the requirements of Section 3 hereof.

2. APPLICABILITY AND CHARACTER OF SERVICE

Gas transported by Transporter for Shipper under this Rate Schedule shall be on an interruptible basis when capacity exists on Transporter's system. Transporter shall receive for transportation hereunder the quantity of gas made available by or for the account of Shipper and transport and make available for delivery to or for the account of Shipper, gas in accordance with this Rate Schedule; provided however, that such quantity made available by or for the account of Shipper shall not exceed on any day the Maximum Daily Transportation Quantity (MDTQ) specified in the executed Service Agreement for service under this Rate Schedule and any quantities tendered for Fuel Reimbursement. Gas received for transportation hereunder will be commingled with other gas in Transporter's system, and the specific gas made available by Shipper or for Shipper's account for transportation may not be the same gas delivered to Shipper or for its account.

Transportation of natural gas under this Rate Schedule shall be performed on an interruptible basis and shall be subject to interruption as provided in Section 10 (Scheduling Priorities), Section 17C (Operational Flow Orders), Section 17A (Curtailments), and Section 8 (Force Majeure) of the General Terms and Conditions.

Effective Date: 08/01/1994 Status: Effective

FERC Docket: MT94- 13-000

Third Revised Sheet No. 42 Third Revised Sheet No. 42 : Superseded
Superseding: Second Revised Sheet No. 42

RATE SCHEDULE ITS-1
Interruptible Transportation Service (continued)

3. REQUESTS FOR INTERRUPTIBLE TRANSPORTATION SERVICE

A. Transportation Requests

The specific information required from a Shipper for a valid request for interruptible transportation service must be delivered to Transporter at P.O. Box 1188, Houston, Texas 77251-1188, Attention: FGT Marketing Administration Department.

Requests for transportation must be accompanied by the following:

1. Shipper's legal name.
2. Shipper's principal place of business.
3. Shipper's contact person and telephone number.
4. Shipper's business address for notices and billings.
5. Shipper's status (natural gas distribution company, end-user, intrastate pipeline company, interstate pipeline company, producer, etc.).
6. Requested commencement date of service.
7. Requested term of service.
8. Requested Maximum Daily Transportation Quantity (MDTQ) stated in MMBtu per day.
9. Designation of whether request is for Market Area or Western Division Transportation Service.

Effective Date: 12/01/1994 Status: Effective

FERC Docket: RP95- 10-000

Fourth Revised Sheet No. 43 Fourth Revised Sheet No. 43 : Superseded
Superseding: Third Revised Sheet No. 43

RATE SCHEDULE ITS-1
Interruptible Transportation Service (continued)

Requests for service which do not include all of the above-referenced information shall be deemed null and void.

For Shipper's convenience, standardized service request forms shall be available from Transporter on Transporter's electronic bulletin board.

Shipper shall return to Transporter the fully executed ITS-1 Service Agreement within thirty (30) days after receipt thereof. In the event Transporter does not receive the fully executed Service Agreement within thirty (30) days, Shipper's request for transportation under this Rate Schedule shall be null and void.

B. Additional Information Required

In addition, Shipper must provide the following information:

1. Prior to execution of the Service Agreement, the identity of the upstream and downstream transporters, if any, involved in the transaction.

Effective Date: 04/01/1994 Status: Effective
FERC Docket: RP94-142-000

Substitute First Revised Sheet No. 44 Substitute First Revised Sheet No. 44 : Superseded
Superseding: Original Sheet No. 44

RATE SCHEDULE ITS-1
Interruptible Transportation Service (continued)

2. Prior to execution of the Service Agreement, a letter from Shipper certifying that Shipper has, or will have title to the gas to be transported on Transporter's system in accordance with the provisions of Section 7 of the General Terms and Conditions, and certifying that Shipper or Shipper's designee, if applicable, has secured, or will have secured, prior to the commencement of service, all necessary arrangements for upstream and downstream transportation, if applicable.
3. To the extent that the transportation is performed pursuant to Section 311 of the NGPA prior to commencement of service, if transportation is on behalf of an intrastate pipeline or local distribution company, Transporter must have certification from the intrastate pipeline or local distribution company that the:
 - (a) intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point, or
 - (b) the intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time the gas is being transported by the Transporter, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or
 - (c) the gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf Transporter is providing transportation service.
4. Prior to execution of the Service Agreement, Shipper shall comply with the creditworthiness provisions of Section 16 of the General Terms and Conditions.

Effective Date: 03/01/1997 Status: Effective
FERC Docket: RP96-366-000

Fourth Revised Sheet No. 45 Fourth Revised Sheet No. 45 : Superseded
Superseding: Third Revised Sheet No. 45

RATE SCHEDULE ITS-1
Interruptible Transportation Service (continued)

4. RATES AND CHARGES

Unless otherwise mutually agreed to by Transporter and Shipper, the applicable rates for service under this Rate Schedule are set forth on the currently effective Sheet No. 8A.02 of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Transporter each month the sum of the charges listed below if applicable:

Usage Charge - The Usage Charge multiplied by the quantity of gas, delivered to or for the account of Shipper by Transporter during the billing month, as determined in Section 13 of the General Terms and Conditions of this tariff.

Fuel Reimbursement Charge - The Fuel Reimbursement Charge, as defined in Section 5 of this Rate Schedule.

Usage Surcharges - The usage surcharges as set forth in the Usage Charge column on the currently effective Sheet No. 8A.02 of this Tariff multiplied by the quantity of gas delivered to or for the account of Shipper by Transporter during the billing month, as determined in Section 13 of the General Terms and Conditions of this tariff.

Incidental Charges - Shipper shall reimburse Transporter for any incidental charges incurred by Transporter in providing this service. Such charges may include only (i) reporting or filing fees relating to this service, (ii) costs of construction or acquisition of new facilities necessary to render this service, to the extent agreed to by Shipper and Transporter, and (iii) such other applicable charges as may be authorized by the Commission.

Transporter may from time to time and at any time at its sole discretion charge any individual Shipper for transportation service under Rate Schedule ITS-1 a Usage and/or Fuel Reimbursement Charge which is lower than such charge based on the maximum rates set forth on Sheet No. 8A.02 or provided for in Section 5 herein; provided however, that Transporter's discretion shall not be exercised on an unduly discriminatory basis and that such charge may not be less than such charge based on the minimum rate set forth on Sheet No. 8A.02 for Rate Schedule ITS-1.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: RP96-151-001

Sixth Revised Sheet No. 46A Sixth Revised Sheet No. 46A : Superseded
Superseding: Fifth Revised Sheet No. 46A

RATE SCHEDULE ITS-1
Interruptible Transportation Service (continued)

Transporter may from time to time and at any time at its sole discretion charge any individual Shipper for transportation service under Rate Schedule ITS-1 a Usage and/or Fuel Reimbursement Charge which is lower than such charge based on the maximum rates set forth on Sheet No. 8B.01 or provided for in Section 5 herein; provided, however, that Transporter's discretion shall not be exercised on an unduly discriminatory basis and that such charge may not be less than such charge based on the Minimum Rate set forth on Sheet No. 8B.01 for Rate Schedule ITS-1.

Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shippers affected, the volume transported and any other information which may be required. For any period of time in which the revenue crediting provisions of Section 19 of the General Terms and Conditions are in effect, Transporter shall also make available information for each discount showing the total volume discounted, the receipt point(s), delivery point(s), the duration of the discount, and the daily quantity.

To the extent quantities delivered for an upstream Shipper under this Rate Schedule are confirmed as receipts by a downstream Shipper nominating transportation deliveries in the Western Division under this Rate Schedule (Western Division Pooling), the upstream Shipper shall not be assessed a Service Charge or Surcharges but shall instead be assessed a charge equal to the rate per twenty-five (25)-mile component of the Service Charge for the appropriate distance multiplied by the quantity of gas transported to or for the account of the upstream Shipper confirmed as Western Division Pooling during the billing month.

5. FUEL REIMBURSEMENT CHARGES

Transporter shall retain Fuel Reimbursement Charges pursuant to Section 27 of the General Terms and Conditions. The Fuel Reimbursement Charges shall be set forth on the currently effective Sheet Nos. 8A.02 and 8B.01 of this Tariff. For service in Transporter's Western Division, the Fuel Reimbursement Charge shall be the sum of the fuel charges by Transporting Pipelines, if applicable, plus the Fuel Reimbursement Charge Percentage listed on Sheet No. 8B.01 applied on a per compressor station basis; provided, however, that the maximum fuel charge shall be the Current Fuel Reimbursement Charge Percentage.

Effective Date: 12/01/1994 Status: Effective
FERC Docket: RP95- 16-000

Second Revised Sheet No. 47 Second Revised Sheet No. 47 : Superseded
Superseding: Substitute First Revised Sheet No. 47

RATE SCHEDULE ITS-1
Interruptible Transportation Service (continued)

Where Shipper nominates and Transporter confirms and schedules quantities of gas delivered by Shipper at Receipt Point(s) which Receipt Point(s) are located downstream of Shipper's scheduled deliveries at Delivery Point(s), the quantity of gas delivered at such Receipt Point(s) shall not be assessed a Fuel Reimbursement Charge and such quantities shall be recorded as a Western Division Backhaul Quantity.

To the extent quantities delivered for an upstream Shipper are confirmed as receipts by a downstream Shipper nominating transportation deliveries in the Western Division under this Rate Schedule (Western Division Pooling), the quantity of gas transported to or for the account of the upstream Shipper confirmed as Western Division Pooling shall not be assessed a Fuel Reimbursement Charge and such quantities shall be recorded as a Western Division Pooling Quantity.

6. MAXIMUM DAILY TRANSPORTATION QUANTITY

The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender, subject to the terms and conditions of this Rate Schedule, in the aggregate for transportation under this Rate Schedule, exclusive of Transporter's Fuel, and have made available for delivery at the applicable Point(s) of Delivery on any one day. The MDTQ for each day shall be set forth in the executed Service Agreement for service under this Rate Schedule.

7. RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

Transporter shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act (NGA) with the appropriate regulatory authority, to make changes in (a) the rates and charges applicable to its Rate Schedule ITS-1, and/or (b) Rate Schedule ITS-1 pursuant to which this service is rendered, and/or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule ITS-1. Transporter agrees that Shipper may protest or contest filings of Transporter, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

Effective Date: 09/01/1994 Status: Effective
FERC Docket: RP94-332-000

Original Sheet No. 47A Original Sheet No. 47A : Superseded

RATE SCHEDULE ITS-1
Interruptible Transportation Service (continued)

7. RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

Transporter shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act (NGA) with the appropriate regulatory authority, to make changes in (a) the rates and charges applicable to its Rate Schedule ITS-1, and/or (b) Rate Schedule ITS-1 pursuant to which this service is rendered, and/or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule ITS-1. Transporter agrees that Shipper may protest or contest filings of Transporter, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

8. TERMS AND CONDITIONS:

The General Terms and Conditions of Transporter's FERC Gas Tariff are hereby made a part of this Rate Schedule.

Effective Date: 03/01/1997 Status: Effective
FERC Docket: RP96-366-000

Original Sheet No. 47E Original Sheet No. 47E : Superseded

RATE SCHEDULE ITS-WD
Interruptible Transportation Service (continued)

For all natural gas service rendered hereunder, Shipper shall pay Transporter each month the sum of the charges listed below if applicable:

Service Charge - The Service Charge multiplied by the quantity of gas transported to or for the account of Shipper by Transporter during the billing month, as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Fuel Reimbursement Charge - The Fuel Reimbursement Charge, as defined in Section 5 of this Rate Schedule.

Service Surcharges - The service surcharges as set forth in the Service Charge column on the currently effective Sheet No. 8B.01 of this Tariff multiplied by the quantity of gas delivered to or for the account of Shipper by Transporter during the billing month, as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Incidental Charges - Shipper shall reimburse Transporter for any incidental charges incurred by Transporter in providing this service. Such charges may include only (i) reporting or filing fees relating to this service, (ii) costs of construction or acquisition of new facilities necessary to render this service, to the extent agreed to by Transporter and Shipper, and (iii) such other applicable charges as may be authorized by the Commission.

Transporter may from time to time and at any time at its sole discretion charge any individual Shipper for transportation service under Rate Schedule ITS-WD a Usage and/or Fuel Reimbursement Charge which is lower than such charge based on the maximum rates set forth on Sheet No. 8B.01 or provided for in Section 5 herein; provided, however, that Transporter's discretion shall not be exercised on an unduly discriminatory basis and that such charge may not be less than such charge based on the Minimum Rate set forth on Sheet No. 8B.01 for Rate Schedule ITS-WD.

Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shippers affected, the volume transported and any other information which may be required.

Effective Date: 12/01/1994 Status: Effective

FERC Docket: RP95- 10-000

Third Revised Sheet No. 49 Third Revised Sheet No. 49 : Superseded
Superseding: Second Revised Sheet No. 49

RATE SCHEDULE IPS

In-Line Pooling Transportation Service (continued)

3. REQUESTS FOR IN-LINE POOLING TRANSPORTATION SERVICE

A. Transportation Requests

The specific information required from a Shipper for a valid request for In-line Pooling Transportation Service must be delivered to Transporter at P.O. Box 1188, Houston, Texas 77251-1188, Attention: FGT Marketing Administration Department.

Requests for transportation must be accompanied by the following:

1. Shipper's legal name.
2. Shipper's principal place of business.
3. Shipper's contact person and telephone number.
4. Shipper's business address for notices and billings.
5. Shipper's status (natural gas distribution company, end-user, intrastate pipeline company, interstate pipeline company, producer, etc.).
6. Requested commencement date of service.
7. Requested term of service.
8. Requested Maximum Daily Transportation Quantity (MDTQ) stated in MMBtu per day.

Effective Date: 03/01/1995 Status: Effective
FERC Docket: CP92-182-007

First Revised Sheet No. 50 First Revised Sheet No. 50 : Superseded
Superseding: Original Sheet No. 50

RATE SCHEDULE IPS
In-Line Pooling Transportation Service (continued)

Requests for service which do not include all of the above-referenced information shall be deemed null and void.

B. Additional Information Required

In addition, Shipper must provide the following information:

Prior to scheduling of service in any subsequent months, IPS Shipper must provide the identity of the Downstream Shipper(s) receiving gas from IPS Shipper at the In-Line Transfer Point, and the contract number under which the Downstream Shipper is transporting gas received.

For Shipper's convenience, standardized service request forms shall be available on Transporter's electronic bulletin board.

Shipper shall return to Transporter the fully executed IPS Service Agreement within thirty (30) days after receipt thereof. In the event Transporter does not receive the fully executed Service Agreement within thirty (30) days, Shipper's request for transportation under this Rate Schedule shall be null and void.

4. RATES AND CHARGES

There shall be no Reservation or Usage Charge, Fuel Reimbursement Charge or Surcharge(s) under this Rate Schedule to the extent IPS quantities delivered at the In-Line Transfer Point are confirmed as receipts by a Downstream Shipper nominating Market Area transportation deliveries under Rate Schedules FTS-1, FTS-2, SFTS, PTS-1, PRS, or ITS-1, provided further, however, that any IPS Shipper shall be responsible for any scheduling or balancing charges under the General Terms and Conditions of this tariff.

Neither Transporter nor Shipper shall be responsible for ACA charges under Section 22 of the General Terms and Conditions with respect to volumes transported under Rate Schedule IPS.

Quantities of gas transported to or for the account of the Rate Schedule IPS Shipper shall not be assessed a Fuel Reimbursement Charge and such quantities shall be recorded in Transporter's Backhaul and Pooling Volumes Account as a Rate Schedule IPS Quantity.

5. IN-LINE TRANSFER POINT(S)

In-Line Transfer Point(s) shall be defined as Transporter's Compressor Stations 7, 8, and 11, as well as any processing plant located on a supply lateral. All gas received under an IPS Service Agreement shall be deemed to transfer to the downstream Shipper at the closest in-line transfer point east of the IPS Receipt Point(s).

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 50A Original Sheet No. 50A : Superseded

RATE SCHEDULE IPS
In-Line Pooling Transportation Service (continued)

6. MAXIMUM DAILY TRANSPORTATION QUANTITY

The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender, subject to the terms and conditions of this Rate Schedule, and have made available for delivery at the applicable Point(s) of Delivery on any one day. The MDTQ for each day shall be set forth in the executed Service Agreement for service under this Rate Schedule.

7. RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

Transporter shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act (NGA) with the appropriate regulatory authority, to make changes in (a) the rates and charges applicable to its Rate Schedule IPS, and/or (b) Rate Schedule IPS pursuant to which this service is rendered, and/or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule IPS. Transporter agrees that Shipper may protest or contest filings of Transporter, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

8. TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's FERC Gas Tariff are hereby made a part of this Rate Schedule.

Effective Date: 03/01/1995 Status: Effective
FERC Docket: CP92-182-009

Substitute First Revised Sheet No. 55 Substitute First Revised Sheet No. 55 : Superseded
Superseding: Original Sheet No. 55

RATE SCHEDULE FTS-2
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available for firm transportation service provided by Florida Gas Transmission Company (Transporter) to any person (Shipper) where:

- (a) sufficient firm capacity to provide such service is available on Transporter's system and/or on third party pipeline systems on which Transporter holds firm transportation rights and which it has authorization to treat as an extension of Transporter's system for the purpose of providing service under this Rate Schedule (hereinafter any such third party pipeline system is referred to as "Transporting Pipeline"); and
- (b) Shipper has an executed Service Agreement with Transporter for service under this Rate Schedule; and
- (c) Shipper has complied with the requirements of Section 3 hereof; and
- (d) Shipper has title to gas received by Transporter for transportation under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

Transportation from Primary Receipt Points to Primary Delivery Points under this Rate Schedule shall be performed on a firm basis. Deliveries and receipts hereunder shall be specifically subject to the provisions of Section 17C (Operational Flow Orders), Section 17A (Curtailments), Section 8 (Force Majeure) of the General Terms and Conditions, and the applicable provisions (including, but not limited to the following examples: Operational Flow Orders, Curtailment Orders, Force Majeure Conditions, and other operational restrictions) of the tariff of any Transporting Pipelines.

Transporter shall receive for transportation hereunder the quantity of gas made available by or for the account of Shipper and transport and make available for delivery to or for the account of Shipper gas in accordance with this Rate Schedule; provided however, that such quantity made available by or for the account of Shipper shall not exceed on any day the applicable Maximum Daily Transportation Quantity (MDTQ) specified in the executed Service Agreement for service under this Rate Schedule and any quantities tendered for Fuel Reimbursement.

Service shall commence under this Rate Schedule on the earlier of: (i) the date Shipper first tenders gas to Transporter for transportation under an executed Service Agreement; or, (ii) five (5) days after the execution of a Service Agreement by Shipper, but in no event prior to Transporter's receipt and acceptance of any necessary

Effective Date: 05/01/2001 Status: Effective
FERC Docket: CP99- 94-004

Third Revised Sheet No. 56 Third Revised Sheet No. 56 : Superseded
Superseding: Substitute Second Revised Sheet No. 56
RATE SCHEDULE FTS-2
Firm Transportation Service (continued)

regulatory authorization to provide firm transportation service to Shipper in accordance with the terms of this Rate Schedule and such executed Service Agreement, and further, in no event prior to the in-service date of any facilities necessary to provide such service. Gas received for transportation hereunder will be commingled with other gas in Transporter's system, and the specific gas made available by Shipper or for Shipper's account for transportation may not be the same gas delivered to Shipper or for its account.

3. REQUESTS FOR FIRM TRANSPORTATION SERVICE

A. Transportation Requests

The specific information required from a Shipper for a valid request for firm transportation service must be delivered to Transporter, Attention: FGT Marketing Administration Department, at P.O. Box 1188, Houston, Texas 77251-1188. Requests for transportation must be accompanied by the following:

1. Shipper's legal name.
2. Shipper's principal place of business.
3. Shipper's contact person and telephone number.
4. Shipper's business address for notices and billing.
5. Shipper's status (e.g. producer, end-user, local distribution company, interstate, intrastate or Hinshaw pipeline, or other [please specify]).
6. Maximum Daily Transportation Quantity (MDTQ) requested stated in MMBtu per day for the periods: (i) October; (ii) November - March; (iii) April; and (iv) May - September.
7. Requested date of commencement of service.
8. Requested term of service.
9. Requested Primary Receipt Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Primary Receipt Point; provided however, that the aggregate maximum daily quantities at such Primary Receipt Points shall not exceed Shipper's MDTQ plus any fuel.

Effective Date: 03/01/1995 Status: Effective
FERC Docket: CP92-182-007

First Revised Sheet No. 58 First Revised Sheet No. 58 : Superseded
Superseding: Original Sheet No. 58

RATE SCHEDULE FTS-2
Firm Transportation Service (continued)

2. Prior to execution of the Service Agreement, the identity of the upstream and downstream transporters, if any, involved in the transaction.
3. Prior to execution of the Service Agreement, a letter from Shipper certifying that Shipper has, or will have, title to the gas in accordance with the provisions of Section 7 of the General Terms and Conditions, and certifying that Shipper or Shipper's designee, if applicable, has secured or will have secured, prior to commencement of service, all necessary arrangements for upstream and downstream transportation, if applicable.
4. To the extent that the transportation is performed pursuant to Section 311 of NGPA, then prior to commencement of service, if transportation is on behalf of an intrastate pipeline or local distribution company, Transporter must have certification from the intrastate pipeline or local distribution company that:
 - (a) the intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point, or
 - (b) the intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time the gas is being transported by Transporter, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or
 - (c) the gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that Transporter is providing transportation service.
5. Prior to execution of the Service Agreement, Shipper shall comply with the creditworthiness provisions of Section 16 of the General Terms and Conditions.

Effective Date: 03/01/1996 Status: Effective
FERC Docket: RP96-123-000

Second Revised Sheet No. 61 Second Revised Sheet No. 61 : Superseded
Superseding: First Revised Sheet No. 61

RATE SCHEDULE FTS-2
Firm Transportation Service (continued)

Transporter may from time to time and at any time at its sole discretion charge any individual Shipper for transportation service under Rate Schedule FTS-2 a Reservation, Usage, and/or Fuel Reimbursement Charge which is lower than such charge based on the maximum rates set forth on Sheet No. 8A.01 or provided for in Section 5 herein; provided however, that Transporter's discretion shall not be exercised on an unduly discriminatory basis and that such charge may not be less than such charge based on the minimum rate set forth on Sheet No. 8A.01 for Rate Schedule FTS-2.

Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shippers affected, the total volume transported and any other information as may be required.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: RP96-151-001

Third Revised Sheet No. 62 Third Revised Sheet No. 62 : Superseded
Superseding: Second Revised Sheet No. 62

RATE SCHEDULE FTS-2
Firm Transportation Service (continued)

5. FUEL REIMBURSEMENT CHARGES

Transporter shall retain Fuel Reimbursement Charges pursuant to Section 27 of the General Terms and Conditions. The Fuel Reimbursement Charges applicable to this Rate Schedule shall be set forth on the currently effective Sheet Nos. 8A.01 and 8B of this Tariff.

For service in Transporter's Western Division, the Fuel Reimbursement Charge shall be the sum of fuel charges by Transporting Pipelines, if applicable, plus the Fuel Reimbursement Charge Percentage listed on Sheet No. 8B applied on a per compressor station basis; provided, however, that the maximum fuel charge shall be the Current Fuel Reimbursement Charge Percentage.

Where Shipper nominates and Transporter confirms and schedules quantities of gas delivered by Shipper at Receipt Point(s) which Receipt Point(s) are located downstream of Shipper's scheduled deliveries at Primary or Alternate Delivery Point(s), the quantity of gas delivered at such Receipt Point(s) shall not be assessed a Fuel Reimbursement Charge and such quantities shall be recorded as a Western Division Backhaul Quantity.

Effective Date: 03/01/1995 Status: Effective
FERC Docket: CP92-182-007

First Revised Sheet No. 67 First Revised Sheet No. 67 : Superseded
Superseding: Original Sheet No. 67

RATE SCHEDULE FTS-2
Firm Transportation Service (continued)

Agency's right to receive, nor Transporter's obligation to make available for delivery, quantities at each Public Agency's primary delivery points up to the stated MDQ within each Public Agency's MDTQ.

3. Prior to November 30, 1994, any Public Agencies desiring to aggregate shall inform Transporter of the following:
 - i) The identity of, including mailing address, telephone and telecopier/facsimile numbers for the Joint Action Agency representative to be responsible for receiving billings and making payments under the aggregated service agreement.
 - ii) Maximum Daily Transportation Quantity (MDTQ) to be aggregated which shall be separately stated for each service agreement being aggregated, and further stated for the periods (1) November-April; and (2) May-October. MDTQs shall also be set forth by Division.
 - iii) The primary delivery point capacity (MDQ) by season for each service agreement in whole or part to be transferred to the aggregated service agreement; provided further, that the combined MDQ for the aggregated portion of the service agreement and any entitlement remaining on the individual Public Agency's service agreement shall not exceed the MDQ existing prior to aggregation.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 100 Original Sheet No. 100 : Superseded

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The following terms shall have the meanings defined below:

- a. "Receipt Gas Day" -- A period of 24 consecutive hours beginning and ending at 8:00 a.m. Eastern Daylight Savings Time (EDT).
- b. "Delivery Gas Day" -- A period of 24 consecutive hours beginning and ending at 4:00 P.M. EDT.
- c. "Receipt Month" -- A period beginning at 8:00 A.M. EDT on the first day of any calendar month and ending at 8:00 A.M. EDT on the first day of the next succeeding calendar month.
- d. "Delivery Month" -- A period beginning at 4:00 P.M. EDT on the first day of any calendar month and ending at 4:00 P.M. EDT on the first day of the next succeeding calendar month.
- e. The term "working day" shall include the days Monday through Friday, exclusive of company holidays, unless notified otherwise. A listing of company holidays shall be posted on the Electronic Bulletin Board each December 15 for the following calendar year.
- f. "Month" -- A period beginning on the first day and ending on the last day of the calendar month.
- g. "Year" -- A period of a calendar year commencing on January 1st and ending on December 31st.
- h. "Service Year" -- A period of time beginning on October 1 of each year and ending at the next succeeding September 30.
- i. "Cubic foot of gas" -- Shall be the amount of gas necessary to fill a cubic foot of space when the gas is at a temperature of sixty (60) degrees Fahrenheit and under an absolute pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).
- j. "MCF" -- Shall mean one thousand (1,000) cubic feet of gas.
- k. "Btu" -- Shall mean a British thermal unit and is further defined as the quantity of heat required to raise the temperature of one pound (avoirdupois) of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 102 Original Sheet No. 102 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

- s. "Firm Capacity or Firm Capacity Right" -- The right of Shipper to receive and obligation of Transporter to make available for delivery quantities at Shipper's Primary Delivery Points up to the stated MDQ within the Shipper's MDTQ (for the division or for the Service Agreement, as applicable) and within the specified maximum hourly quantity at a specified temperature and pressure, provided Shipper has nominated such quantity pursuant to Section 10 and Transporter has been able to confirm said quantity also pursuant to Section 10; and subject to the force majeure provisions of Section 8 and the curtailment provisions of Section 17A and further provided that Shipper's deliveries of gas into Transporter's system by or for the account of Shipper pursuant to Section 12C are equal to scheduled receipt point quantities on a uniform hourly basis, unless Shipper and Transporter have agreed to a different flow rate for deliveries of gas into Transporter's system.
- t. "Market Area" -- The area east of Transporter's Mile Post 238.6 located at the Alabama-Florida border.
- u. "Western Division" -- The area west of Transporter's Mile Post 238.6 located at the Alabama-Florida border and all facilities of Transporter not located in the State of Florida. Western Division shall also include noncontiguous supply laterals.
- v. "Affected Area" -- An affected area is a physical, geographic area, locale or region of Transporter's pipeline system which is affected by an overpressure or underpressure situation such that Transporter's ability to meet firm service obligations or to provide scheduled service to Shippers in or utilizing that area is impaired.
- w. "Contact Person" -- Shall mean the person(s) specified by Shipper that is available to receive communication from Transporter at any and all times and upon whose written and oral communications Transporter may exclusively rely. Every Shipper must have a contact person and Shipper must provide Transporter with sufficient information to conclusively contact and communicate with such contact person.

Eighth Revised Sheet No. 102B Eighth Revised Sheet No. 102B : Superseded
Superseding: 2nd. Sub. Seventh Rev. Sheet No. 102B

GENERAL TERMS AND CONDITIONS
(continued)

- af. Division -- Shall mean one or more primary delivery points under a single service agreement which are (i) included in a divisional or separately stated MDTQ within the total MDTQ of the Service Agreement, and (ii) interconnected downstream of the primary delivery point(s) on FGT's system by Shipper's operationally integrated distribution system capable of serving end-users from deliveries at any such primary delivery points forming the Division. The term Division shall include (but not be limited to) all Divisions existing under Service Agreements in effect on November 2, 1992.
- ag. Marketing Affiliate -- Shall have the meaning provided in 18 C.F.R. §161 of the Commission's regulations and shall also include Transporter's Sales Division.
- ah. Public Agency -- Means an entity which is a Shipper and which is also a political subdivision or agency of the State of Florida, including, but not limited to, state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, and metropolitan or consolidated government.
- ai. Joint Action Agency -- Means a Shipper whose capacity entitlement consists of Public Agencies' aggregated capacity pursuant to Section 11 of Rate Schedule FTS-1 and/or FTS-2.
- aj. Transporting Pipeline -- means any third party pipeline system on which Transporter holds firm transportation rights and which it has authorization to treat as an extension of Transporter's system for the purpose of providing transportation service. (The only pipeline that currently meets this definition is Southern Natural Gas Company.)
- ak. GISB -- Gas Industry Standards Board
- al. GISB Standards -- shall mean any such standards issued by GISB which have been adopted by the FERC. Transporter incorporates GISB Standards (Version 1.3, July 31, 1998) , 1.3.2(vi), 1.3.7, 1.3.9, 1.3.14, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.27, 1.3.34 through 1.3.38, 1.3.40, 1.3.42 through 1.3.46, 2.3.1, 2.3.6, 2.3.9, 2.3.12, 2.3.13, 2.3.19, 2.3.22, 2.3.24, 2.3.25, 3.3.6, 3.3.8, 3.3.9, 3.3.11, 3.3.14, 3.3.22, 5.3.9, 5.3.12, 5.3.17, 5.3.18, 5.3.20, 5.3.21, 5.3.22, 5.3.23, and 5.3.30 by reference herein. Further, Transporter incorporates the following GISB Data Dictionary Standards (Version 1.3, July 31, 1998) 1.4.1 through 1.4.7, 2.4.1 through 2.4.6, 3.4.1 through 3.4.4, and 5.4.1 through 5.4.17 by reference herein. In addition, Transporter incorporates the Electronic Delivery Mechanism Standards (Version 1.3, July 31, 1998) 4.1.1 through 4.1.21, 4.3.1 through 4.3.3, and 4.3.5 through 4.3.35 by reference herein.

Effective Date: 05/01/2001 Status: Effective
FERC Docket: RP01-367-000

Fourth Revised Sheet No. 102C Fourth Revised Sheet No. 102C : Superseded
Superseding: Third Revised Sheet No. 102C

GENERAL TERMS AND CONDITIONS
(continued)

am. GISB Definitions - shall mean any such definitions issued by GISB which have been adopted by the FERC. Transporter incorporates GISB Definitions (Version 1.4, August 31, 1999 and November 15, 1999), 1.2.8 through 1.2.12, 4.2.1 through 4.2.19 and 5.2.2 by reference herein.

2. QUALITY

A. Gas delivered by Shipper or for its account into Transporter's pipeline system at receipt points shall conform to the following quality standards:

1. shall be free from objectionable odors, solid matter, dust, gums, and gum forming constituents, or any other substance which might interfere with the merchantability of the gas stream, or cause interference with proper operation of the lines, meters, regulators, or other appliances through which it may flow;
2. shall contain not more than seven (7) pounds of water vapor per one thousand (1,000) MCF;
3. shall contain not more than one quarter (1/4) grain of hydrogen sulphide per one hundred (100) cubic feet of gas;
4. shall contain not more than ten (10) grains of total sulphur per one hundred (100) cubic feet of gas;
5. shall contain not more than a combined total three percent (3%) by volume of carbon dioxide and/or nitrogen;
6. shall contain not more than one quarter percent (1/4%) by volume of oxygen;

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 103 Original Sheet No. 103 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

7. shall have a temperature of not more than one hundred twenty (120) degrees Fahrenheit; and
 8. shall have a Btu content of not less than one thousand (1000) Btu per cubic foot.
 9. Transporter may refuse to accept any gas which fails to conform with the quality standards itemized in Subsections (1) through (8) above. Transporter, in its reasonable discretion exercised on a not unduly discriminatory basis, may waive the quality standards for gas delivered into its pipeline system at receipt points, provided that such waiver will not affect Transporter's ability to maintain an acceptable gas quality in its pipeline and adequate service to its customers consistent with the applicable Rate Schedule and these General Terms, including (without limitation) Section 2B below. Such waiver will not be effective unless in writing and signed by an authorized representative of Transporter.
- B. The gas delivered by Transporter to Shipper shall conform to the following standards:
1. The gas shall be natural gas, or its equivalent as provided for in Section 2B.3 below, from the sources of supply attached or delivered to Transporter's pipeline system; provided however, that moisture, impurities, helium, natural gasoline, butane, propane, and other hydrocarbons or other substances, may be removed prior to delivery to Shipper. Nothing herein shall restrict Shipper's right to remove any merchantable products prior to delivery into Transporter's system by or for the account of Shipper. Further, nothing herein shall prevent Shipper from making arrangements for the processing of Shipper's gas on Transporter's system (nor, in the event such arrangements are made, from designating a processing plant as the Delivery Point for the MMBtu attributable to processed liquefiabiles). Transporter may subject or permit the subjection of the gas to compression, heating, cooling, cleaning or other processes, which are not substantially detrimental to the merchantability of the gas stream.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 104 Original Sheet No. 104 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

2. To the extent Shippers conform with requirements hereof, the gas shall have a total heating value of not less than one thousand (1000) Btu per cubic foot of dry gas, and be reasonably free of moisture, objectionable liquids and solids so as to be merchantable upon delivery to Shipper, and shall contain not more than two hundred (200) grains of total sulphur, nor more than fifteen (15) grains of hydrogen sulphide, per MCF. The gas may contain an odorant at the point of delivery, but it is the responsibility of the customer to monitor and maintain any required odorant levels after the point of delivery.
3. Transporter may utilize gas from any standby equipment to effectuate deliveries provided the gas shall be reasonably equivalent to the gas delivered to Transporter by or for the account of Shipper hereunder, and adopted for use by Shipper's consumers without the necessity of making adjustments to fuel-burning equipment.

3. PRESSURE

Gas shall be delivered at such uniform pressure as Shipper may reasonably require, and as Transporter may agree to deliver, up to but not exceeding two hundred fifty (250) pounds per square inch gauge at the point of delivery or such other pressure as may be provided for in a contract between Transporter and Shipper; provided however, Transporter may grant from time to time an increase in pressure above two hundred fifty (250) pounds per square inch gauge if Transporter determines in its sole discretion that such increase would not adversely affect the ability of Transporter to deliver gas to its firm rate schedule customers. To the extent Shipper desires to increase to the revised pressure standard, Shipper shall pay for any meter facilities or other facility additions or upgrades required to deliver gas at higher pressures. Shipper shall be required to install, operate and maintain such regulating devices as may be necessary to regulate the pressure after delivery to Shipper.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 105 Original Sheet No. 105 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

4. MEASUREMENT

The volume and total heating value of the gas shall be determined as follows:

- a. The unit of gas transported shall be one million (1,000,000) Btu's (as defined in Section 1 hereof) (MMBtu). The number of MMBtu's received or delivered shall be determined by multiplying the number of cubic feet of gas received or delivered, measured on the measurement basis herein after specified, by the total heating value of such gas, in British thermal units per cubic foot, and by dividing the product by a million (1,000,000).
- b. Unit of Volume. The unit of volume for the purpose of measurement and for the determination of total heating value shall be one cubic foot of gas at a temperature of sixty (60) degrees Fahrenheit and an absolute pressure of 14.73 psia.
- c. Assumed Atmospheric Pressure. The average atmospheric pressure shall be assumed to be fourteen and seventy-three hundredths (14.73) pounds per square inch absolute (14.73 psia) irrespective of actual elevation or location of the point of delivery above sea level or variations in such atmospheric pressure from time to time.
- d. Flowing Temperature. At points of delivery where the installation of a recording thermometer is provided, the arithmetic average of the temperature of the gas, flowing through the meters, as recorded, shall be used in computing gas volumes; where recording thermometers, correcting indices or temperature compensating meters are not installed, the temperature of the gas shall be assumed to be the climatological standard normal average monthly temperature as established by the nearest National Oceanic and Atmospheric Administration weather bureau and published by the U. S. Department of Commerce.
- e. Orifice Meters. When orifice meters are used the volumes delivered shall be computed in accordance with the American Gas Association's Gas Measurement Committee Report No. 3 (API 14.3) latest edition.

GENERAL TERMS AND CONDITIONS
(continued)

- f. Specific Gravity. Specific gravity of the gas delivered shall be determined with an Edwards or other standard type gravity balance by test made as near the first of each month as practicable; or by a recording gravitometer of standard manufacture installed at a suitable location; or by use of on-line chromatography at a suitable point on Transporter's line with the calculations based on GPA Standard 2172; or by any other industry-approved method if agreed to by Transporter and Shipper. When a recording gravitometer is provided, the daily arithmetic average of the gravity as recorded shall be used in computing gas volumes.
- g. Total Heating Value. The total heating value of the gas delivered/received shall be determined by Transporter by using a gas chromatograph or other standard type of recording calorimeter, which shall be so located, at a suitable point on Transporter's line, in order that the Btu content of the gas delivered/received may be properly obtained or by use of on-line chromatography at a suitable point on Transporter's line with calculations based on GPA Standard 2172; or by any other industry-approved method if agreed to by Transporter and Shipper. When a recording calorimeter or system chromatograph is used upstream of Transporter's Compressor Station 16, the daily arithmetical average of the readings from the record so obtained shall be corrected to the basis of measurement provided, the result being the heating value, to the nearest whole Btu of the gas delivered during that period. When a system chromatograph is used downstream of Transporter's Compressor Station 16, the daily arithmetical average of readings from the record so obtained shall be corrected to the basis of measurement provided, the result being the heating value, to the nearest tenth Btu of the gas delivered during that period. In the event that Transporter's recording calorimeter or system chromatograph is not operating properly, the total heating values shall be determined by estimating an appropriate Btu for that location based upon the best information available.
- h. Moisture Content. For receipts and deliveries upstream of Transporter's Compressor Station 16, the water vapor content of the gas shall be determined at least once monthly, and shall be properly taken into account in determining the total heating value until the next following determination of water vapor content. For receipts and deliveries downstream of Transporter's Compressor Station 16 the water vapor content of the gas shall be determined daily and shall be taken into account in determining the total heating value. Gas with a water vapor content of seven (7) pounds of water vapor per one thousand (1000) Mcf or less shall be considered dry gas.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 107 Original Sheet No. 107 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

5. MEASURING EQUIPMENT

- a. Installation and Operation. The Transporter will install, maintain and operate, at its own expense except as provided in Section 21 hereof at or near each point of delivery, a meter or meters and other necessary measuring equipment by which the volume of gas delivered to the Shipper shall be measured.
- b. Check Measuring Equipment. The Shipper may install, maintain and operate such check measuring equipment as it shall desire, provided that such equipment shall be so installed as not to interfere with the operation of the Transporter's measuring equipment at or near the point of delivery. Upon notice to Shipper, Transporter shall have access to such check measuring equipment at all reasonable hours, but the reading, calibrating and adjusting thereof and the changing of charts shall be done only by the Shipper.
- c. Access to Equipment and Records. Both the Transporter and the Shipper shall be notified and shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, calibrating or adjusting done in connection with the other's measuring equipment used in measuring deliveries hereunder. Delivery Point Operator shall have the right to access Transporter's remote flow calculation, and shall have the right to install equipment at its own expense which enables such Delivery Point Operator to access Transporter's remote flow calculation for its own use, provided that the installation of said equipment does not interfere with Transporter's equipment. The records from such measuring equipment shall remain the property of the owner, who upon request will submit to the other such records and charts, together with calculations therefrom, for the other's inspection and verification, subject to return within ten (10) days after receipt thereof.
- d. Care in Installation. 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 volume of gas delivered and ready verification of the accuracy of measurement. Reasonable care shall be exercised by both the Transporter and the Shipper in the installation, maintenance and operation of pressure regulating equipment so as to avoid, so far as practicable, any inaccuracy in the determination of the volume of gas delivered hereunder.

First Revised Sheet No. 108 First Revised Sheet No. 108 : Superseded
Superseding: Original Sheet No. 108

GENERAL TERMS AND CONDITIONS
(continued)

- e. Failure of Meters. In the event a meter is out of service or registering inaccurately as defined in Section (g) below, the volume of gas delivered hereunder shall be estimated:
 - (1) By using the registration of any check meter or meters if installed and accurately registering, or
 - (2) by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation, or
 - (3) by estimating the volume of delivery by during periods under similar conditions when the meter was registering accurately.

- f. Test of Meters. The accuracy of the Transporter's measuring equipment shall be verified by the Transporter at reasonable intervals, and at least annually in Transporter's market area, and, if requested, in the presence of representatives of the Shipper; but the Transporter shall not be required to verify the accuracy of such equipment more frequently than once in any thirty-day (30) period. In the event either the Transporter or the Shipper shall notify the other that it desires a special test of any measuring equipment, the Transporter and the Shipper shall cooperate to secure a prompt verification of the accuracy of such equipment.

- g. Correction of Meter Errors. If, upon test, any measuring equipment is found to be not more than one (1) percent fast or slow, except recording calorimeters or gravitometers whose allowable margin of error shall be not more than one half of one percent (0.5%) fast or slow, previous recordings of such equipment shall be considered correct in computing deliveries of gas hereunder; but such equipment shall be adjusted at once to record accurately. If, upon test, any measuring equipment shall be found to be inaccurate by an amount exceeding one (1) percent, at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, or with respect to recording calorimeters or gravitometers greater than one half of one percent (0.5%),

GENERAL TERMS AND CONDITIONS
(continued)

then any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon such corrections shall be for a period extending over one-half of the time elapsed since the date of last test, not exceeding a correction period of thirty (30) days.

- h. Turbine Meters. When turbine meters are used, the equipment will be installed and operated in accordance with the specifications of American Gas Association, Gas Measurement Committee Report No. 7, dated 1981 as amended from time to time.
- i. Orifice Meters. When orifice meters are used the equipment will be installed and operated in accordance with the specification of the American Gas Association, Gas Measurement Committee Report No. 3 revised September, 1969, as amended from time to time.
- j. Preservation of Records. Both the Transporter and Shipper shall preserve all test data, charts and other similar records for such period of time as the Federal Energy Regulatory Commission shall specify from time to time in its Schedule of Records and Periods of Retention.

6. MAXIMUM HOURLY AND DAILY VOLUMES

- A. The MDQ and MDTQ, as applicable, shall be the volume as defined in the applicable Rate Schedule. The maximum daily quantity for any single receipt or delivery point, if applicable, shall be the volume as set forth in the applicable Service Agreement.
- B. Maximum Hourly Quantity shall be the maximum quantity that Transporter is capable of delivering through its metering facilities at the delivery points set out in the Service Agreements between Shipper and Transporter in any one hour period. Unless otherwise specifically agreed in writing by authorized personnel between Transporter and Shipper, the Maximum Hourly Quantity shall not exceed six (6) percent of the maximum daily quantity for each delivery point as set forth in Section A above.

7. POSSESSION OF GAS, INDEMNIFICATION AND TITLE

- A. Possession of Gas and Responsibility

Transporter shall be deemed to be in control and possession of the gas to be transported by it upon receipt of such gas at the point

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 114 Original Sheet No. 114 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

9. ELECTRONIC BULLETIN BOARD

- A. Transporter has contracted with Electronic Data Systems ("EBB Vendor") for the development, provision, and maintenance of the HotTap electronic bulletin board ("EBB") for use by any interested person ("EBB Subscriber"). The EBB shall be available on a not unduly discriminatory basis to any EBB Subscriber, provided that such entity has executed an EBB Subscriber agreement as required in the form by EBB Vendor, been assigned a user identification and password by EBB Vendor, and has agreed to comply with the procedures for use of the EBB. Such EBB Subscriber agreement shall be in the form as required by the EBB Vendor. Transporter and EBB Vendor shall make information reasonably available on how to access and use the EBB.
- B. The EBB when fully operational will provide on-line help, a search function that permits EBB Subscriber to locate all information concerning a specific transaction, and menus that permit an EBB Subscriber to separately access notices of available capacity, transportation discounts, released gas, logs, imbalance information and standards of conduct information. The EBB will, when fully operational, permit an EBB Subscriber to download electronically a file(s) from the EBB and to split extremely large documents into smaller files prior to such download. Transporter shall maintain and retain daily back-up records of the information displayed on the EBB for three (3) years and permit an EBB Subscriber to review those records, which will be archived and reasonably accessible. Transporter will periodically archive transactions from the EBB files when transactions have been completed. Information on the most recent entries will appear ahead of older information.
- C. Transporter shall inform EBB Subscribers, on a timely basis via the EBB, about the availability of firm and interruptible capacity including: (a) a listing of any receipt or delivery point constraints, (b) the availability of capacity on the mainline(s), and (c) whether the capacity is available from Transporter directly, or through Transporter's Capacity

First Revised Sheet No. 115 First Revised Sheet No. 115 : Superseded
Superseding: Original Sheet No. 115

GENERAL TERMS AND CONDITIONS (continued)

Relinquishment mechanism as set forth in Section 18 of these General Terms and Conditions. Transporter shall also post Relinquishment Notices, notice of Capacity Relinquishment Bidding Periods and all bids of Acquiring Shippers in accordance with the provisions of Section 18 of Transporter's FERC Gas Tariff.

- D. For generic, system-wide notices, Transporter may satisfy the writing requirement utilizing electronic transmission through the EBB in accordance with the procedures for utilization of the EBB.
- E. Prior to issuance of the user identification and password, each EBB Subscriber shall have executed the EBB Subscriber Agreement described in Section A above and reimbursed Transporter for the actual subscription and licensing charges incurred by Transporter on behalf of the EBB Subscriber. Transporter shall not assess other costs related to the EBB, but may seek to include such costs in a Section 4 rate filing.
- F. Shippers may utilize Transporter's EBB to communicate notices of desire to relinquish or acquire capacity under Section 18; provided however, that such notices do not constitute binding Relinquishment Notices or Bids under Section 18, and Transporter makes no warranties or representations as to any such electronic communications posted by Shippers. Transporter shall maintain a separate section of the EBB for notices.

The foregoing provisions set forth the standards applicable to Transporter's EBB. Nothing herein shall prevent Transporter from making modifications to the EBB provided such changes are consistent with this Section 9.

10. NOMINATIONS, CONFIRMATIONS AND SCHEDULING

A. Nominations

1. General

Except in the event of a failure of electronic nomination communication equipment, Shipper shall furnish an electronic nomination in the format set forth in the GISB Standards. Transporter may allow Shipper to submit written nominations in the event of a failure of electronic nomination communication equipment.

All quantities shall be reflected in Dekatherms per day and shall be nominated as receipts onto and deliveries off of contracts between Shipper and Transporter and those quantities which are scheduled by Transporter shall be those quantities confirmed as flowing onto and off of the nominated contracts according to a lesser of nominated or confirmed scheduling convention.

Effective Date: 08/01/1999 Status: Effective
FERC Docket: RP99-367-000

Seventh Revised Sheet No. 116 Seventh Revised Sheet No. 116 : Superseded
Superseding: Sixth Revised Sheet No. 116

GENERAL TERMS AND CONDITIONS
(continued)

A receipt point nomination shall specify the quantity per day including fuel reimbursement rounded to the nearest dekatherm, the specified point(s) on Transporter's system (POI number) for receipts onto the contract, an upstream entity or contract identifier to the extent appropriate and the associated upstream contact person and phone number.

A delivery point nomination shall specify the quantity per day, the specified point(s) on Transporter's system (POI number) for deliveries off of the contract, any downstream entity or contract identifier to the extent appropriate, and the downstream operator contact person and phone number.

The total receipt point nominations must equal the total delivery point nominations, with the exception of any quantities retained by Transporter as fuel reimbursement or, if agreed to by transporter, any quantities to address imbalances. Nominations shall be scheduled by Transporter in accordance with Section 10C herein. The fuel reimbursement quantity shall be computed in accordance with the GISB Standard. For current in-kind fuel reimbursement procedures, fuel rates should be made effective only at the beginning of a month. For in-kind fuel reimbursement methods, Service Providers should not reject a nomination for reasons of rounding differences due to fuel calculation of less than 5 Dth. For in-kind fuel reimbursement methods, Service Providers should provide, if applicable, a fuel matrix for receipt and delivery point combinations. The Service Requesters should not be responsible for calculating and totaling fuel based on each zone or facility traversed. The transportation priority for fuel should be the same as the level of service as the transaction to which it applies.

Shipper shall provide gas flow commencement and termination dates on each nomination. Once submitted, nominations, except for intra day nominations, will remain in effect for the specified time period unless a prospective electronic nomination change is received from Shipper or, in the case of an interruptible Shipper, bumping as described in Section 10.A.2(c) occurs.

A package ID is a way to differentiate between discrete business transactions. When used, Package ID should be supported for nominating, scheduling, allocating and invoicing (sales and purchase), and not required for transportation invoicing. Use of the Package ID is at the discretion of the service requester, and if sent, should be accepted and processed by the service provider.

Sixth Revised Sheet No. 117 Sixth Revised Sheet No. 117 : Superseded
Superseding: Fifth Revised Sheet No. 117

GENERAL TERMS AND CONDITIONS
(continued)

2. Nomination Timeline

Transporter and Shipper shall support the following minimum GISB standard nomination cycles as set forth below in (a) and (b). Such nomination opportunities shall represent the grid-wide synchronization times across the North American pipeline network.

(a) Nominations for the Upcoming Gas Day

- (i) The Timely Nomination Cycle. 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Transporter; 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 operator (Central Clock Time on the day prior to flow).

Quick Response, as such term is defined by GISB, shall serve as notification of the receipt and validation of nomination information in accordance with the GISB Standards, but shall not indicate whether the nomination will be confirmed or scheduled pursuant to Sections B or C hereunder.

- (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; 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), (Central Clock Time on the day prior to flow).

Scheduled quantities resulting from an Evening Nomination that do not cause another Shipper to receive notice that it is being bumped should be effective at 9:00 a.m. on the gas day; and when an Evening Nomination causes another Shipper to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on the gas day.

Effective Date: 11/01/1999 Status: Effective
FERC Docket: RP99-515-000

Seventh Revised Sheet No. 117A Seventh Revised Sheet No. 117A : Superseded
Superseding: Substitute Sixth Revised Sheet No. 117A

GENERAL TERMS AND CONDITIONS
(continued)

Intraday nominations will be effective for a single gas day, and will not remain in effect for prospective gas days. There is no need to renominate if intraday nomination modified an existing nomination. To the extent a Shipper submits an intraday nomination (including nominations received after the nomination deadline) which specifies an effective term of longer than one day, Transporter shall make the nomination effective only for the first day of the specified effective period on an intraday basis for the applicable Nomination Cycle.

For purposes of Section 10.A.2(a) (ii), (b) (i) and (b) (ii), "provide" shall mean, for transmittals pursuant to standards 1.4.x (GISB standards relating to nomination datasets), receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

- (c) Bumping
Nominations submitted by a firm Shipper during the Evening or Intraday 1 Nomination Cycles shall be given scheduling priority over nominated and scheduled volumes for interruptible Shippers. Bumping is not permitted during the Intraday 2 Nomination Cycle.

When an interruptible Shipper's scheduled volumes are to be reduced as a result of a nomination submitted by a firm Shipper during the Evening or Intraday 1 Nomination Cycles, Transporter shall provide such interruptible Shipper advance notice that its scheduled volumes are to be reduced, including whether penalties will apply on the day of the reduction. Such notification shall be as set forth in Section D herein.

- (d) Extension of Standard Nomination Timeline
Transporter shall post electronically its intent to accept nominations or schedule service after the time deadlines otherwise applicable pursuant to (a) and (b) above and post the new deadline applicable to the same. Such posting shall remain on the electronic bulletin board until such new deadline has expired.

Any nomination received after the above stated or extended deadline may result in failure to schedule service under Section 10.C. Such late nominations will be treated as intraday nominations in accordance with Section 10.A.2(b).

- (e) Receipt Point Nominations on Transporting Pipeline Notwithstanding the deadline provisions set forth above, any electronic nomination for receipt point(s) on Transporting Pipeline (i.e. Southern Natural Gas Company) must be received by Transporter by 11:30 A.M. Central Time.

GENERAL TERMS AND CONDITIONS
(continued)

(b) Intraday Nominations

- (i) The Intraday 1 Nomination Cycle. 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Transporter; 10:30 a.m. 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), (Central Clock Time on the gas day). Scheduled quantities resulting from Intraday 1 nominations should be effective at 5:00 p.m. on the gas day.
- (ii) 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; 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed 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 (Central Clock Time on the gas day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on the gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

There is no limitation as to the number of intraday nominations which a Shipper may submit at any one standard nomination cycle or in total across all standard nomination cycles. Intraday nominations may be used to request increases or decreases in nominated quantities or to reflect changes in the specified receipt or delivery points. Intraday nominations may be used to nominate new supply or market.

GENERAL TERMS AND CONDITIONS
(continued)

- (e) List by receipt/delivery point the upstream/downstream transportation contract number(s) (if applicable) and the confirmation contact name and telephone number of the supplier or upstream or downstream party.

If Shipper fails to comply with provisions (a) through (e) of this section, Transporter shall not schedule the commencement of service or change to a prior nomination.

B. Confirmation

Promptly upon the close of the nomination deadline for each day, Transporter shall evaluate all timely daily nominations in light of the estimated demand for service, the capacity expected to be available on the affected segments of Transporter's system, the estimated demand for No Notice Transportation Service and other estimated operating conditions.

Nominations will not become effective and are not eligible for scheduling until Transporter has confirmed nominated receipts and deliveries with the upstream and downstream confirming parties. It is Shipper's responsibility to provide information necessary to enable Transporter to confirm the nomination with upstream or downstream confirming parties. If such confirmation cannot be obtained, transportation service will be delayed until it is obtained.

Transporter shall notify Shipper of the quantities of gas confirmed for receipt from and delivery to or for the account of Shipper. In the event of an inability of Transporter to obtain an upstream or downstream confirmation, Transporter may notify Shipper of such lack of confirmation contact in order that confirmation may otherwise be obtained.

Transporter reserves the right to verify that the quantities of gas, requested by the Shipper, are flowing as confirmed and scheduled by the Transporter and to interrupt receipt or deliveries pursuant to an Operational Flow Order under Section 17C.3 to the extent such quantities are not flowing as scheduled.

C. Scheduling

The term "Scheduling" herein refers to the allocation of available capacity among confirmed nominations for each day on Transporter's system, as set forth below.

Effective Date: 02/01/1999 Status: Effective
FERC Docket: RP99- 14-000

First Revised Sheet No. 118A First Revised Sheet No. 118A : Superseded
Superseding: Original Sheet No. 118A

GENERAL TERMS AND CONDITIONS
(continued)

With respect to the processing of requests for decreases during the Evening, Intraday 1 or Intraday 2 Nomination Cycles, 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.

Transporter shall notify Shipper of the quantities of gas confirmed for receipt from and delivery to or for the account of Shipper. In the event of an inability of Transporter to obtain an upstream or downstream confirmation, Transporter may notify Shipper of such lack of confirmation contact in order that confirmation may otherwise be obtained.

Transporter reserves the right to verify that the quantities of gas, requested by the Shipper, are flowing as confirmed and scheduled by the Transporter and to interrupt receipt or deliveries pursuant to an Operational Flow Order under Section 17C.3 to the extent such quantities are not flowing as scheduled.

C. Scheduling

The term "Scheduling" herein refers to the allocation of available capacity among confirmed nominations for each day on Transporter's system, as set forth below.

Sixth Revised Sheet No. 121 Sixth Revised Sheet No. 121 : Superseded
Superseding: Fifth Revised Sheet No. 121

GENERAL TERMS AND CONDITIONS
(continued)

- (c) Interruptible Transportation Service for Shippers under Rate Schedules ITS-1, ITS-WD or IPS quantities delivered at an In-Line Transfer Point for subsequent delivery in the Market Area on an ITS-1 Service Agreement and Pack Notice receipts scheduled on a firm rate schedule above the MDTQ. In the event nominations exceed available receipt point capacity, Transporter will schedule receipt quantities pro rata based on receipt point nominations.
- (d) Park 'N Ride service under Rate Schedule PNR. In the event nominations exceed available receipt point capacity, Transporter will schedule receipt quantities based on the total revenue commitment to Transporter. Shippers paying more than the maximum tariff rate will be considered to be paying the maximum tariff rate. Service will be scheduled on a pro rata basis among Shippers paying the same total revenue to Transporter for service.

3. Scheduling Procedures

Following the application of the scheduling priorities under Sections (1) and (2) to the extent the confirmed receipt quantities less fuel reimbursement do not equal the confirmed delivery quantities for each service agreement, Transporter shall apply the receipt or delivery rank provided by the nominating party to equate receipts and delivery quantities unless Transporter has agreed to accept additional receipt or delivery quantities to correct an imbalance or otherwise benefit systems operation quantities. Quantities assigned the same rank will be scheduled on a pro rata basis.

D. Communication of Scheduled Quantities

Following scheduling of confirmed nominations, Transporter shall furnish a report to the Nominating Party showing the scheduled receipt and delivery quantities by contract number and POI. Transporter shall provide a report in accordance with the GISB standards to affected Shippers, point operators and bumped parties for receipt on or before the times established for the Nomination Cycles set forth in Section 10.A.2(a) and (b). At the end of each gas day, Transporter shall also provide the final scheduled quantities, for the just completed gas day. With respect to the implementation of this process via the 1.4.x scheduled quantity related standards, Transporter shall send an end of gas day Scheduled Quantity document. Receivers of the end of gas day Scheduled Quantity document can waive Transporter's sending of the end of gas day Scheduled Quantity document. In addition to notification through the scheduled quantities report described herein, Transporter shall provide direct notice of any bumped quantities using Internet E-mail or direct notification to interruptible Shipper's Internet URL address. Shipper is responsible for providing current addresses to Transporter. Failure of Shipper to maintain current addresses on file with Transporter will relieve Transporter of this obligation.

E. Designees

- 1. A Shipper may name designee(s) to perform Shipper's obligations with regard to nominations, confirmations and any other administrative duties under Shipper's service agreement subject to the following conditions:

Effective Date: 08/01/1996 Status: Effective
FERC Docket: RP96-301-000

Second Revised Sheet No. 122 Second Revised Sheet No. 122 : Superseded
Superseding: First Revised Sheet No. 122

GENERAL TERMS AND CONDITIONS
(continued)

- (c) Transporter may rely on communications from the Designee for all purposes, except to the extent expressly limited in the written request. Likewise, communications by Transporter to Designee shall be deemed to be notice to Shipper for all purposes in the tariff, except to the extent the Designee is explicitly limited with respect to receipt of notice.
- (d) To the extent the designation involves delegation of responsibility for receipt point nominations for Rate Schedule FTS-1, FTS-2 or SFTS, the request must specify the primary receipt point capacity subject to the designation. A designee responsible for scheduling receipt point quantities shall be considered a "Supply Designee." At no time shall Shipper have more than three Supply Designee(s) per contract for any supply operating zone. Supply Operating Zone shall include (1) origin to Station 7, (2) Station 7 to Station 8, and (3) east of Station 8.
- (e) To the extent the designation involves delegation of responsibility for delivery point nominations for Rate Schedule FTS-1, FTS-2 or SFTS, the request must specify the primary delivery point capacity subject to the designation. A designee responsible for scheduling delivery point quantities shall be considered a "Market Designee". At no time shall Shipper have more than three Market Designees per division, nor more than one Delivery Point Operator at any delivery point. Notwithstanding the ability to specify a Market Designee herein, unless otherwise agreed upon by Transporter, the Delivery Point Operator shall be responsible for amounts recorded in the Operating Account pursuant to Section 13.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 122A Original Sheet No. 122A : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

(g) Unless otherwise agreed upon in writing by Transporter, Shipper shall remain liable for any and all actions or failures to act of Shipper's designee, including liability for all charges under Shipper's Service Agreement.

2. At Transporter's request, Shipper shall permit Transporter to name a designee to perform Transporter's obligations with regard to nominations, scheduling, invoicing, and/or receiving payment. Transporter shall not name more than one designee to perform each such specified obligation under any Service Agreement. Transporter shall remain liable for any and all actions or failures to act of Transporter's designee. Payment to Transporter's designee by Shipper shall be deemed payment in full of all such amounts due Transporter. Transporter specifically disclaims any right or claim to be paid with regard to payment of amounts paid by Shipper to Transporter's designee.

11. MULTIPLE DIVISION CONTRACTS

A single Shipper having multiple divisions or plants (Divisions) may contract with Transporter for service under a single Service Agreement. Any such Service Agreement for firm service shall separately state the seasonal MDTQs for each individual Division. The stated MDTQ shall represent Shipper's Primary Delivery Point quantities and shall establish Transporter's firm obligation to make available for delivery volumes at such divisions or plants. The Service Agreement shall also specify a total seasonal MDTQ. The aggregate MDTQ for all Divisions or plants shall not exceed the total MDTQ stated in the Service Agreement, but Shipper may shift entitlements from one Division or plant to another designated by Shipper if operating conditions and pipeline capacity so permit and if such a shift of entitlements does not affect Transporter's ability to render firm service to other customers. Shipper may nominate and Transporter may schedule such deliveries at a particular Division in excess of the divisional MDTQ, provided the total scheduled quantity for the Service Agreement does not exceed the total contractual MDTQ.

GENERAL TERMS AND CONDITIONS
(continued)

interconnect with Transporter's system (hereinafter OBA Party). Such OBAs shall specify the gas custody transfer procedures to be followed by Transporter and OBA Party for the confirmation of scheduled quantities at points of interconnection with the OBA Party. Such OBAs will provide that any variance between actual quantities and scheduled and confirmed quantities for any day shall be resolved in-kind promptly or cashed-out pursuant to the terms of the OBAs. To facilitate such determination of variances on a timely basis, Transporter and the OBA Party will agree in the OBA on necessary measurement and accounting procedures. Transporter shall post on the electronic bulletin board those interconnect points which are subject to an OBA.

2. It is Transporter's intent to negotiate and execute OBAs on a non-discriminatory basis with any OBA Party. However, Transporter shall have no obligation to negotiate and execute OBAs with any party that:
 - (a) is not creditworthy as determined pursuant to Section 16 of Transporter's General Terms and Conditions;
 - (b) does not maintain dispatching operations which are staffed on a continuous basis;
 - (c) does not have electronic flow measurement equipment to which Transporter has access at the interconnect points which are proposed to be subject to the OBA;
 - (d) would cause the level of regulators or flow control which Transporter is subject to prior to the execution of the applicable OBA to increase; or
 - (e) does not commit to timely and final determination of variances based on prompt in-kind resolution or cash-out provisions.

3. Nothing in this Section 12 nor any executed OBA shall limit Transporter's rights to take action as may be required to adjust receipts and deliveries under any transportation agreement to

Effective Date: 08/01/1999 Status: Effective
FERC Docket: RP99-367-000

Third Revised Sheet No. 125 Third Revised Sheet No. 125 : Superseded
Superseding: Second Revised Sheet No. 125

GENERAL TERMS AND CONDITIONS
(continued)

alleviate operating conditions which threaten the integrity of Transporter's system.

4. To the extent actual receipts vary from scheduled receipts at a point of receipt for which Transporter has entered into an OBA, Shippers utilizing such point of receipt shall not be subject to receipt point imbalance provisions pursuant to Section 14 of the General Terms and Conditions, but will be responsible for any charges incurred by Transporter under the OBA.
5. Transporter will post a notice on the Electronic Bulletin Board by 8:00 A.M. Central Time on the working day prior to the receipt gas day during which Transporter plans to take OBA payback gas indicating the quantity and receipt point location of such planned OBA payback. To the extent the receipt point is constrained, Transporter will permit a firm shipper utilizing such point as a primary firm receipt point to move a quantity from the point of the planned OBA payback to another receipt point for the duration of the payback, and during such period such shipper shall be accorded a scheduling priority in accordance with Section 10.C.2. (a.1).

B. Predetermined Allocation Statements (PDA)

Any PDAs established by an upstream Interconnecting Party must be submitted to Transporter in writing or by electronic communications following the GISB Standards before the first day of the allocation period in which the PDA is to be effective. To the extent interconnecting party submits a PDA by electronic communication, Transporter shall send a Quick Response, as such term has been defined by GISB, confirming the receipt of such PDA. The PDA shall specify how any underage or overage from the confirmed quantity is to be allocated at a contract or such lower level of detail which is provided on the nomination level. The PDA methods shall include ranked, pro rata, percentage, swing, and operator provided value, as such terms are used in the GISB Standards and the PDA methods shall be available at any receipt point except those covered by on OBA. The PDA may require new allocation detail as nomination changes occur. Transporter shall be entitled to rely exclusively on an effective PDA in allocating gas received at a point and the interconnect party holds Transporter harmless against actions taken and allocations made in reliance upon such PDA. No retroactive changes to a PDA may be made unless Transporter and all affected parties agree in writing.

Effective Date: 12/01/1995 Status: Effective
FERC Docket: RP96- 32-000

Third Revised Sheet No. 125A Third Revised Sheet No. 125A : Superseded
Superseding: Second Revised Sheet No. 125A

GENERAL TERMS AND CONDITIONS
(continued)

C. Daily Tolerances

Shipper shall delivery, or cause to be delivered, to Transporter at the point(s) of receipt on a uniform daily basis, that quantity of natural gas that has been scheduled for transportation. To the extent Shipper deviates significantly from the uniform daily basis, Transporter reserves the right to implement an Operational Flow Order pursuant to Section 17C3.

D. Unauthorized Gas

"Unauthorized Gas" shall mean any volume of gas received at a point for which there is no transportation nomination by any shipper. Unauthorized Gas provisions shall not 1) apply at any point for which there is a volume nominated and 2) encompass imbalance volumes.

Transporter shall post on its EBB the volume, production month received on Transporter's system, and the point of receipt of any Unauthorized Gas received (Notice). Transporter shall continue to post the Notice until a valid claim has been submitted or until thirty (30) calendar days after the initial posting of the Notice, whichever is sooner. In order to be a valid claim for purposes hereof, a claim must: (a) be provided to Transporter in writing; (b) identify the specific Unauthorized Gas delivered; (c) provide independent evidence of ownership of Unauthorized Gas claimed; and (d) agree to indemnify Transporter fully with respect to any adverse claims to ownership of the gas or to the proceeds resulting from the sale thereof.

If a valid claim is submitted during the first twenty-four (24) hours of the Notice period, then claimant shall have thirty (30) days to schedule such volumes from the date Transporter determines the claim is valid. Such volumes not scheduled during the thirty (30) days shall be subject to the Transporter Purchase Provision of this section.

If a valid claim is received during the Notice period, after twenty-four (24) hours of the posting of the Notice, then such volumes shall be subject to the Transporter Purchase Provision.

If a valid claim is not received in the Notice period, then Transporter shall retain such Unauthorized Gas at no cost to Transporter, free and clear of any adverse claims.

The Transporter Purchase Provision. Transporter shall purchase Unauthorized Gas not scheduled by Shipper nor retained by Transporter from the claimant at 80% of the Tivoli Index as defined in Section 14.B.2., for the month in which the Unauthorized Gas is delivered to Transporter or the month of settlement, whichever is less; provided, however, that Transporter shall purchase a maximum of 12,000 MMBtu during a twelve (12) month calendar period from any single claimant or at any single receipt point. Volumes exceeding the maximum shall be retained by Transporter at no cost to Transporter and free and clear of any adverse claims.

Effective Date: 05/07/1995 Status: Effective
FERC Docket: RP95-438-000

First Revised Original Sheet No. 125B First Revised Original Sheet No. 125B : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

Unauthorized Gas volumes delivered to Transporter prior to March 15, 1995 shall be posted on Transporter's EBB for a sixty (60) day period commencing on the first day of the first month following the effectiveness of this provision. If a valid claim is not received in the sixty (60) day period, then Transporter shall retain such Unauthorized Gas at no cost to Transporter, free and clear of any adverse claims. If a valid claim is received during the sixty (60) day period, then claimant shall have thirty (30) days to schedule such volumes as receipt quantities on an effective Service Agreement from the date Transporter determines the claim is valid. Such volumes not scheduled during the thirty (30) days shall be subject to the Transporter Purchase Provision of this section.

The purchase and/or retainage of Unauthorized Gas shall be reflected in the Cash-Out Mechanism Revenue Disposition pursuant to Section 14.B.8.

Effective Date: 05/01/2001 Status: Effective
FERC Docket: RP01-367-000

Fifth Revised Sheet No. 128 Fifth Revised Sheet No. 128 : Superseded
Superseding: Fourth Revised Sheet No. 128

GENERAL TERMS AND CONDITIONS
(continued)

D. Alert Days

1. Notice

At least 4 hours prior to the start of the delivery gas day, or upon at least 12 hours notice within a delivery gas day, Transporter shall post a notice on its electronic bulletin board and notify by E-Mail to all affected Shippers or the Shippers' contact person that the Alert Day provisions of this section are in effect, indicating whether previously scheduled Market Area service under Rate Schedule ITS-1 has been indicating interrupted, indicating the applicable Alert Day Tolerance Percentage and shall be the duration of the Alert Day condition; provided further that the Alert Day posted in daily intervals that coincide with the delivery gas day.

Transportation Service Providers should provide affected parties with notification of intraday bumps, operational flow orders and other critical notices through the affected party's choice of Electronic Notice Delivery mechanism(s).

Unless the affected party and the Transportation Service Provider (TSP) have agreed to exclusive notification via EDI/EDM, the affected party should provide the TSP with at least one Internet E-mail address to be used for Electronic Notice Delivery of obligation of intraday bumps, operational flow orders and other critical notices. The met. the TSP to provide notification is waived until the above requirement has been electronic notification of intraday bumps, operationally flow orders and other critical notices to two Internet E-mail addresses for each affected party.

2. Conditions for Invoking Alert Day

Alert Day notices may be issued by Transporter when in its sole discretion, reasonably exercised, Transporter determines that the pipeline is experiencing or may experience in the next gas day high or low line pack operating conditions which threaten the ability to render firm services. Alert Days will be used when Pack/Draft Notices and other tools are reasonably perceived to be inappropriate to resolve the operating situation. Alert Day notices may be issued in addition to other actions taken by Transporter with regard to individual shippers, including issuance of Operational Flow Orders and Pack/Draft Notices; however, such other actions are not required prior to the issuance of an Alert Day notice. Transporter shall indicate in the Alert Day Notice whether the notice applies system-wide or to an Affected Area. In addition, Transporter shall post an Alert Day notice for any periods in which systemwide shall indicate whether the alert condition applies to overages (Overage Alert Day) or underages (Underage Alert Day) from Scheduled Deliveries. The Alert Day notice Transporter may issue an Overage Alert Day notice herein for any days in which Transporter has scheduled Market Area deliveries under Rate Schedule ITS-1

however,

provisions under

operating

Transporter shall interrupt previously scheduled Market Area service under Rate Schedule ITS-1 prior to or simultaneously with invoking the Alert Day

this section when, in its sole discretion, reasonably exercised, Transporter determines that restricting such service will assist in ameliorating the

condition.

Fourth Revised Sheet No. 129 Fourth Revised Sheet No. 129 : Superseded
Superseding: Sub. Second Revised Sheet No. 129

GENERAL TERMS AND CONDITIONS
(continued)

3. Alert Day Account
 - (a) On an Overage Alert Day, to the extent delivery quantities exceed Scheduled Deliveries by the Alert Day Tolerance Percentage defined in 13.D.6 below, other than quantities determined as NNTS service in 13A.4, such overages shall be recorded in an Alert Day Account specific to the particular Alert Day and shall be subject to the Alert Day Charges in 13D.4 below.
 - (b) On an Underage Alert Day, to the extent delivery quantities are less than Scheduled Deliveries by the Alert Day Tolerance Percentage defined in 13.D.6 below, other than quantities determined as NNTS service in 13A.4, such underages shall be recorded in an Alert Day Account specific to the particular Alert Day and shall be subject to the Alert Day Charges in 13D.5 below.
 - (c) Overages and underages recorded in the Alert Day Account shall not be recorded in the Operating Account, nor subject to monthly balancing under Section 14.
 - (d) When the Alert Day Notice applies system-wide, the determination of quantities into the Alert Day Account will be aggregated for all delivery points covered by the Operating Account Agreement. To the extent the Alert Day Notice relates to an Affected Area, the Alert Day Account determination for delivery points in the Affected Area shall be made at an individual delivery point level.
4. Overage Alert Day Balancing

Overages in Alert Day Accounts are deemed to be purchased from other Shippers on Transporter's system. A Delivery Point Operator's overage recorded in the Alert Day Account shall be subject to an Alert Day Charge calculated as the sum of the following:

 - (a) A balancing charge calculated as the Delivery Point Operator's overage recorded in the Alert Day Account for the Operating Account Agreement multiplied by 200% of the spot price for gas delivered to Transporter at St. Helena Parish, as reported in Natural Gas Week, for the week in which the Alert Day occurred. Such balancing charge will be accounted for pursuant to Section 19.1.
 - (b) A transportation charge calculated by multiplying the Delivery Point Operator's overage quantity by the weighted average of the 100 percent load factor maximum rates, plus applicable surcharges, of Rate Schedules FTS-1, FTS-2 and SFTS scheduled at the points for the period the Alert Day Account balances occurred.

Effective Date: 12/15/1999 Status: Effective

FERC Docket: RP00-28-001

Third Revised Sheet No. 129A Third Revised Sheet No. 129A : Superseded

Superseding: Second Revised Sheet No. 129A

GENERAL TERMS AND CONDITIONS
(continued)

5. Underage Alert Day Balancing

Underages in Alert Day Accounts are deemed for balancing purposes to be sold to other Shippers on Transporter's System. A Delivery Point Operator with an underage recorded in the Alert Day Account shall receive an Alert Day Credit calculated as the underages recorded in the Delivery Point Operator's Alert Day Account (for the Operating Account Agreement) multiplied by 50% of the lowest Posted Price for the indices listed in the cash-out provisions of Section 14.B, for the week in which the Alert Day occurred. Such balancing credit will be accounted for pursuant to Section 19.1.

6. Alert Day Tolerance Percentage

For each Alert Day invoked, Transporter shall determine in its sole discretion, reasonably exercised, the Tolerance Percentage it deems appropriate to improve the particular operating situation; provided, however, that the Tolerance Percentage shall not be less than the greater of 2% or 100 MMBtu. Such Tolerance Percentage shall be stated in the Alert Day notice issued.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP97- 21-002

Second Revised Sheet No. 129B Second Revised Sheet No. 129B : Superseded
Superseding: First Revised Sheet No. 129B

GENERAL TERMS AND CONDITIONS
(continued)

13.1 DETERMINATION OF DAILY AND MONTHLY DELIVERIES - WESTERN DIVISION

A. All deliveries in the Western Division, including alternate deliveries shall be determined under this Section 13.1. For the purposes of this section "overage" shall be defined as actual deliveries in excess of Scheduled Deliveries, and "underage" shall be defined as actual deliveries below Scheduled Deliveries. Overages and underages under this section shall include prior period adjustments, as determined in accordance with Section 4.i. In the event actual quantities delivered by Transporter do not equal Scheduled Deliveries, any overage or underage will be allocated as follows:

- (1) To the extent there is not an OBA for the subject receipt point, Transporter and the interconnecting party will agree as to which party is responsible for the predetermined allocation (PDA) and to the extent the interconnecting party has agreed to submit the PDA to Transporter, such PDA shall be provided under Subsection 13.1.B. below for the allocation period, Transporter shall allocate overages and underages in accordance with the PDA;
- (2) To the extent there is no PDA, Transporter shall allocate any overage or underage pro rata based on scheduled and confirmed quantities at the delivery point.

Underages and overages, as allocated above, shall be considered a Delivery Imbalance for the purposes of balancing under Section 14.

B. Predetermined Allocation Statements (PDA)

Any PDAs established by an Interconnecting Party must be submitted to Transporter in writing or by electronic communications following the GISB Standards before the first day of the allocation period in which the PDA is to be effective. To the extent interconnecting party submits a PDA by electronic communication, Transporter shall send a Quick Response as such term has been defined by GISB confirming the receipt of such PDA. The PDA shall specify how any underage or overage from the confirmed quantity is to be allocated at a contractor such lower level of detail which is provided on the nomination level. The PDA methods shall include ranked, pro rata, percentage and swing, as such terms are used in the GISB Standards. The PDA may require additional detail as nomination charges occur. Transporter shall be entitled to rely exclusively on an effective PDA in allocating gas delivered to a point. No retroactive changes to a PDA may be made unless Transporter and all affected parties agree in writing.

GENERAL TERMS AND CONDITIONS
(continued)

C. **Unscheduled Deliveries**

"Unscheduled Deliveries" shall mean any volume of gas delivered at non-pipeline interconnect points for which there is no transportation volume scheduled for any shipper. Unscheduled Delivery provisions shall not: 1) apply at any point for which there is a volume scheduled, and 2) encompass imbalance volumes.

Transporter shall post on its EBB the volume, service month delivered on Transporter's system, and the point of delivery of any Unscheduled Deliveries (Notice). Transporter shall continue to post the Notice until a valid response has been submitted or until thirty (30) calendar days after the initial posting of the Notice, whichever is sooner. In order to be a valid response for purposes hereof, a response must be provided to Transporter in writing.

If a valid response is submitted during the Notice period, then respondent shall have thirty (30) days to schedule such volumes from the date Transporter determines the response is valid. Such volumes not scheduled during the thirty (30) days shall be subject to the Transporter Billing Provision of this section.

If a valid response is not received in the Notice period, then Transporter shall bill the party receiving gas at the delivery point subject to the Transporter Billing Provision.

The Transporter Billing Provision. Transporter shall invoice the party owning the facilities into which Unscheduled Deliveries are made at 120% of the St. Helena Parish Index as defined in Section 14.B.1., for the month in which the Unscheduled Delivery occurred, or the month of settlement, whichever is more; provided, however, that Transporter shall invoice a maximum of 12,000 MMBtu at a 120% of Index price during a twelve (12) month calendar period at any single delivery point. Volumes exceeding the maximum shall be billed by Transporter at 150% of the St. Helena Parish Index. In addition to the Index Price, Transporter shall bill all Unscheduled Deliveries under the Transporter Billing Provision a transportation charge including all applicable surcharges equal to the Rate Schedule FTS-1 rate for service in Transporter's Western Division based on mileage path with receipts at Transporter's mile post zero.

Unscheduled Deliveries prior to the effectiveness of this section shall be posted on Transporter's EBB for a sixty (60) day period commencing on the first day following the effectiveness of this provision. If a valid response is not received in the sixty (60) day period, then Transporter shall bill such Unscheduled Deliveries at 120% of the St. Helena Parish Index plus the transportation rate as defined in the Transporter Billing Provision. If a valid response is received during the sixty (60) day period, then claimant shall have thirty (30) days to schedule such volumes as delivery quantities on an effective Service Agreement from the date Transporter determines the response is valid. Such volumes not scheduled during the thirty (30) days shall be subject to the Transporter Billing Provision of this section.

Effective Date: 11/01/1997 Status: Effective
FERC Docket: RP97-531-000

Fourth Revised Sheet No. 131 Fourth Revised Sheet No. 131 : Superseded
Superseding: Third Revised Sheet No. 131

GENERAL TERMS AND CONDITIONS
(continued)

B. Cash-Out Provisions

It is the responsibility of the Imbalance party to eliminate end-of-month imbalances not resolved through the above Book-Out provisions by cash settlement with Transporter. Transporter and the Imbalance Party shall settle in cash all remaining Receipt Imbalances, NNTS Imbalances and Delivery Imbalances unless otherwise mutually agreed. Transporter will send each Imbalance Party a statement detailing the quantities resolved through the Book-out provisions and the unresolved imbalance quantities and payment of the amount due Imbalance Party or an invoice for the amount due Transporter, in accordance with the following:

1. Imbalance Due Transporter

In the event of a Delivery or NNTS Imbalance when actual deliveries exceed scheduled quantities or a Receipt Imbalance when actual receipts are less than scheduled quantities, Transporter will invoice the Imbalance Party for such excess delivery or deficiency of receipts in accordance with the following provisions:

- (a) Such invoice will be based on the Sales Posted Price for the month multiplied by the applicable factor as follows:

Imbalance Level	Factor
0% - 5%	1.05
Greater than 5% - 20%	1.10
Greater than 20%	1.20

Imbalance Level shall be calculated by dividing the imbalance quantity by the sum of the total quantities scheduled for delivery or receipt.

For imbalances due Transporter, the Sales Posted Price shall equal the highest of the monthly average spot prices for gas delivered to Transporter at Mustang Island (Tivoli), Vermilion Parish or St. Helena Parish, as reported in Natural Gas Week. In the event that these prices are no longer available or the basis upon which such prices are reported or calculated in such publication changes substantively, Transporter will file to change its tariff and may, at its discretion, select representative prices in the interim period, subject to Commission approval.

Sixth Revised Sheet No. 132 Sixth Revised Sheet No. 132 : Superseded
Superseding: Fifth Revised Sheet No. 132

GENERAL TERMS AND CONDITIONS
(continued)

- (b) The amount due Transporter for Receipt Imbalances and NNTS Imbalances shall be the Imbalance Quantity multiplied by the Product of the corresponding Imbalance Level Factor multiplied by the Sales Posted Price for Imbalance Due Transporter.
- (c) The amount due Transporter for Delivery Imbalances shall be the sum of:
 - (1) the Imbalance Quantity multiplied by the product of the corresponding Imbalance Level Factor multiplied by the Sales Posted Price for the month; plus
 - (2) for Market Area deliveries, the Imbalance Quantity multiplied by the weighted average of the maximum rates, plus applicable surcharges, of Rate Schedules FTS-1, FTS-2, and SFTS scheduled at the delivery points covered by the Operating Account Agreement, other than quantities determined as NNTS Service in Section 13.; or
 - (3) for Western Division deliveries, the Imbalance Quantity multiplied by the weighted average of the maximum rates, plus applicable surcharges, of Rate Schedules FTS-1, FTS-WD and FTS-2 scheduled at the delivery point, other than quantities determined as NNTS Service in Section 13.

2. Imbalance Due Imbalance Party

In the event of a Delivery or NNTS Imbalance when actual deliveries are less than scheduled quantities or a Receipt Imbalance when actual receipts exceed scheduled quantities, Transporter will pay the Imbalance Party for such excess receipts or deficiency of deliveries.

- (a) Such payments will be based on the Purchase Posted Price for the month multiplied by one of the following factors:

Imbalance Level	Factor
0% - 5%	0.95
Greater than 5% - 20%	0.90
Greater than 20%	0.80

Imbalance Level shall be calculated by dividing the imbalance quantity by the sum of the total quantities scheduled for delivery or receipt.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: RP96-123-002

2nd Sub. First Revised Sheet No. 134 2nd Sub. First Revised Sheet No. 134 : Superseded
Superseding: Original Sheet No. 134

GENERAL TERMS AND CONDITIONS
(continued)

15. INVOICING AND PAYMENT

- a. Invoice. Transporter shall render an invoice to Shipper for all charges made under or pursuant to any of the provisions of this FERC Gas Tariff. Transporter shall render invoices to Shippers no later than the tenth (10th) day of the month following the month to which the charges or credits apply for charges for transportation service, charges and credits pursuant to the Alert Day provisions of Section 13, and charges and credits pursuant to the Operational Control provisions of Section 17. Transporter shall render invoices to Shippers for all other charges or credits as soon as practicable consistent with the other provisions of this FERC Gas Tariff.
- b. Examination of Records. Both Transporter and Shipper shall have the right to examine at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions of this FERC Tariff.
- c. Error in Invoice. In the event an error is discovered in the amount invoiced in any statement rendered by Transporter, such error shall be adjusted within thirty (30) days of the determination thereof, provided that claim therefor shall have been made within sixty (60) days from the date of discovery of such error, but in no event later than twenty-four (24) months from the date of such statement.
- d. Payment. Unless otherwise agreed, Shipper shall pay Transporter by wire transfer of federal funds, on or before the tenth (10th) day after written transmission of invoice by mail, facsimile or otherwise acceptable electronic correspondence, as set forth in Section (a).
- e. Interest on Unpaid Amounts. Should Shipper fail to pay the amount of any invoice for charges made under or pursuant to any of the provisions of this FERC Gas Tariff when such amount is due, interest thereon shall accrue as prescribed under Section 154.501(d) of the Federal Energy Regulatory Commission's Regulations from the due date until the date of payment; provided however, that if either Shipper or Transporter discovers that an error has been made after the invoice from Transporter to Shipper has been paid but prior to the expiration of the twenty-four (24) month period referred to in subsection (c) above, then interest will not accrue in favor of either party until the error has been resolved and corrected. Once the error has been corrected and either Shipper or Transporter fails to tender payment due to such other party on or before the tenth (10th) day thereafter, then interest will accrue in accordance with this section. If such failure to pay continues for thirty (30) days after payment is due, Transporter in addition

Effective Date: 04/01/1996 Status: Effective
FERC Docket: RP96-123-001

Substitute Second Revised Sheet No. 135 Substitute Second Revised Sheet No. 135 : Superseded
Superseding: Substitute First Revised Sheet No. 135

GENERAL TERMS AND CONDITIONS
(continued)

to any other remedy it may have hereunder, may, without damage, suspend further delivery of gas until such amount is paid or terminate service pursuant to the terms and conditions of the Service Agreement under which service is being provided.

- f. Suspension or Termination of Service. In the event Shipper fails to pay the amount of any invoice tendered for charges made under or pursuant to any of the provisions of this FERC Gas Tariff within ten (10) days after the date such invoice is due under subsection (d) above, Transporter may suspend or terminate service to Shipper under the following conditions:
- (1) Transporter shall notify Shipper of noncompliance and will allow Shipper twenty (20) days from the date notice is postmarked to correct the noncompliance and provide adequate assurances that such noncompliance will not recur.
 - (2) In the event Shipper fails to correct the noncompliance and provide assurances acceptable to Transporter and its creditor within twenty (20) days of notice, including, but not limited to, letters of credit, Transporter may suspend, or, if consistent with the terms of the Service Agreement between Shipper and Transporter, terminate service after expiration of the twenty (20)-day period specified above. Transporter shall offer any firm capacity rights terminated pursuant to this provision in accordance with Section 21B. Transporter shall notify Shipper and the Commission in writing of its decision to suspend or terminate service.

Second Revised Sheet No. 135A Second Revised Sheet No. 135A : Superseded
Superseding: First Revised Sheet No. 135A

GENERAL TERMS AND CONDITIONS
(continued)

- h. Order of Discounting. If Transporter charges a usage and/or reservation charge less than the maximum rate, then the order of discounting shall be the GRI Surcharge, Base Tariff Rate, Unit Fuel Surcharge, ACA Surcharge, TCR Usage Surcharge and TCR & 636 Reservation Surcharge, as applicable.
- i. Types of Discounts. From time to time Shipper and Transporter may agree in writing on a level of discount of the otherwise applicable rates and charges in addition to a basic discount from the stated maximum rates. For example, Transporter may provide a specific discounted rate:
- (1) to certain specified quantities under the Service Agreement;
 - (2) if specified quantity levels are actually achieved or with respect to quantities below a specified level;
 - (3) to production reserves committed by the Shipper;
 - (4) during specified time periods;
 - (5) to specified points of receipt, points of delivery, supply areas, transportation paths or defined geographical areas; or
 - (6) in a specified relationship to the quantities actually transported (i.e. that the rates shall be adjusted in a specified relationship to quantities actually transported).
 - (7) to include a provision that if one rate component which was at or below the applicable maximum rate or at or above the minimum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate or is below the applicable minimum rate due to a change in Transporter's maximum and/or minimum rates, such rate component may be adjusted downward or upward to equal the new applicable maximum or minimum rate and the other rate components may be adjusted upward or downward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate or are below the minimum rate applicable to that rate component. Such changes to rate components shall be applied prospectively commencing with the date a Commission order accepts revised tariff sheets. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

In all circumstances the discounted rate shall be between the maximum rate and the minimum rate applicable to the service provided.

Effective Date: 02/01/1994 Status: Effective
FERC Docket: RP94- 82-000

First Revised Sheet No. 136 First Revised Sheet No. 136 : Superseded
Superseding: Original Sheet No. 136

GENERAL TERMS AND CONDITIONS (continued)

- (2) In the event Shipper fails to correct the noncompliance and provide assurances acceptable to Transporter and its creditor within twenty (20) days of notice, including, but not limited to, letters of credit, Transporter may suspend, or, if consistent with the terms of the Service Agreement between Shipper and Transporter, terminate service ten (10) days after expiration of the twenty (20) day period specified above. Transporter shall offer any firm capacity rights terminated pursuant to this provision in accordance with Section 17B. Transporter shall notify Shipper and the Commission in writing of its decision to suspend or terminate service.

16. CREDITWORTHINESS

- (a) Transporter shall not be required to (i) execute a Transportation Service Agreement providing for service under the applicable Rate Schedule for any Shipper who fails to meet Transporter's standards for creditworthiness, or (ii) initiate service for a Shipper who fails to meet Transporter's standards for creditworthiness, or (iii) continue transportation service for any Shipper who is or has become insolvent or who, at Transporter's request, fails within a reasonable period to demonstrate creditworthiness pursuant to Transporter's standards.

For purposes herein, the determination of Shipper's creditworthiness shall be based upon: (i) a credit rating of investment grade, defined as a rating of at least "BBB-" by Standard & Poor's Corporation, or a rating of at least "Baa3" by Moody's Investors Service, Inc. or (ii) if Shipper is not rated by Standard & Poor's or Moody's rate methodology, criteria and ratios which are generally acceptable in the natural gas industry. In the event that Transporter determines that Shipper does not have an acceptable rating as set forth above, Shipper may, at its own expense, obtain a private rating from Standard & Poor's or Moody's, or as an alternative, request that an independent accountant or an independent financial consultant, mutually acceptable to Shipper and Transporter, prepare an equivalent evaluation based on the financial rating methodology, criteria and ratios generally acceptable in the natural gas industry as published by the above rating agencies from time to time.

- (b) To permit Transporter to conduct a creditworthiness review, a Shipper shall, upon request by Transporter, render to Transporter: (i) complete and current financial statements, including annual reports, 10K reports or other filings with regulatory agencies, prepared in accordance with generally accepted accounting principles, or for non-U.S.-based Shippers, prepared in accordance with equivalent principles; (ii) a list of corporate affiliates, parent companies and

Effective Date: 04/01/1994 Status: Effective
FERC Docket: RP94-137-000

First Revised Sheet No. 138 First Revised Sheet No. 138 : Superseded
Superseding: Original Sheet No. 138

GENERAL TERMS AND CONDITIONS (continued)

- (d) Transporter's credit appraisal procedures involve the establishment of dollar credit limits on a standardized nondiscriminatory basis. To the extent that a Shipper's account(s) with Transporter do not exceed such limits and/or provided no new information regarding Shipper's financial or business position becomes known to Transporter, no new credit approval shall be necessary for Shipper's existing Service Agreement(s) unless subsequently amended; provided however, a Shipper's credit file may be updated by Transporter at any time.

17. CURTAILMENTS AND OTHER OPERATIONAL CONTROLS

A. Capacity Curtailment

The provisions of this Section 17A shall apply where Transporter is unable to deliver scheduled volumes under Rate Schedules FTS-1, SFTS, PRS, PTS-1, or ITS-1.

To the maximum extent possible, Transporter shall confine curtailment of scheduled volumes to Shippers in Affected Areas and shall not institute system-wide curtailments if curtailment in the Affected Area can remedy the operating condition.

Transporter shall not knowingly schedule or permit scheduling of service which will result in the need to issue a curtailment order. Further, Transporter shall utilize the provisions of Section 17C and 10 to the extent practicable to attempt to interrupt deliveries of scheduled volumes to any Shipper which has not delivered scheduled volumes to Transporter at receipt points to the extent of such underdelivery regardless of end-use classification prior to issuing a curtailment order under this Section 17A unless Shipper's actions were taken in reasonable reliance on Transporter's pack order, draft order or operational flow order.

1. Generally Applicable Provisions

The following provisions shall apply to curtailment of firm sales and transportation services.

- (a) Definitions -- The following terms shall have the meanings set forth below when used in connection with this Section 17:

GENERAL TERMS AND CONDITIONS
(continued)

- (1) "NGPA" means the Natural Gas Policy Act of 1978.
- (2) "School" means a facility, the primary function of which is delivering instruction to regularly enrolled students in attendance at such facility. Facilities used for both educational and noneducational activities are not included under this definition unless the latter activities are merely incidental to the delivery of instruction.
- (3) "Hospital" means a facility, the primary function of which is delivering medical care to patients who remain at the facility. Outpatient clinics or doctors' offices are not included in this definition. Nursing homes and convalescent homes are included in this definition.
- (4) "Essential agricultural use" means any use of natural gas which is certified by the Secretary of Agriculture under 7 C.F.R. Section 2900 et seq. as an "essential agricultural use" under section 401(c) of the NGPA excluding those volumes where the use of a fuel (other than natural gas) is economically practicable and that fuel is reasonably available as determined by the FERC under Section 401(b) of the NGPA.
- (5) "Essential agricultural user" means a person who uses natural gas for an essential agricultural use.
- (6) "High-priority use" means any use of natural gas:
 - (i) in a residence including apartment buildings and other multi-unit dwellings where gas is used predominantly for residential purposes;
 - (ii) in a commercial establishment in amounts of less than 50 Mcf on a peak day and for purposes other than manufacturing;
 - (iii) in a school or hospital; or
 - (iv) for a minimum plant protection when operations are shut-down, for police protection, for fire

Effective Date: 03/01/1997 Status: Effective
FERC Docket: RP96-366-000

Second Revised Sheet No. 140 Second Revised Sheet No. 140 : Superseded
Superseding: First Revised Sheet No. 140

GENERAL TERMS AND CONDITIONS (continued)

- (f) "Delivery Point" shall be as defined in Section 1(m) of these General Terms and Conditions, except that, when used in this Section 17A, the definition shall exclude In-Line Transfer Points.
- (g) "Exempt Use" means a use of natural gas to serve Priority 1 or Priority 2 requirements, as defined hereinafter, (regardless of whether such gas is consumed directly or used to generate electricity to serve such uses, if, unless otherwise specified, there is no Alternate Fuel as defined in Section 17A2(a) above) as certified by the Data Verification Committee ("DVC") and served by firm transportation capacity on Transporter's system.
- (h) "Exempt Shipper" or "ES" means any Shipper on Transporter's system serving Exempt Uses with firm transportation capacity.
- (i) "Firm Rate Schedules" means Transporter's firm transportation rate schedules FTS-1, FTS-2, FTS-WD and SFTS.
- (j) "Hospital" means a facility, the primary function of which is delivering medical care to patients who remain at the facility. Outpatient clinics or doctors' offices are not included in this definition. Nursing homes and convalescent homes are included in this definition.
- (k) "NGPA" means the Natural Gas Policy Act of 1978.
- (l) "Non-Exempt Use" means any use other than an Exempt Use.
- (m) "Priority 1 Use" means any use of natural gas:
 - (i) in a residence, including apartment buildings and other multi-unit dwellings, where gas is used predominantly for residential purposes;
 - (ii) in a commercial establishment in amounts of less than 50 MMBtu on a peak day (as determined by the highest average daily volume for a month in a twelve-

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 142 Original Sheet No. 142 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

Priority 3. Essential industrial requirements for process or feedstock use when established under Section 402 of the Natural Gas Policy Act of 1978.

Priority 4. Industrial uses of customers whose total requirements are less than 300 MMBtu per day; other industrial requirements for feedstock or process use; commercial requirements of 50 MMBtu per day or more.

Priority 5. Non-boiler fuel industrial requirements not specified in priorities P-1, P-2, P-3, P-4, P-6, P-7, P-8 or P-9 of 300 MMBtu per day or more.

Priority 6. Industrial boiler fuel requirements of 300 MMBtu per day or more, but less than 1,500 MMBtu per day not otherwise specified in priorities P-1, P-2, P-3, P-4, P-5, P-7, P-8 and P-9.

Priority 7. Industrial boiler fuel requirements of 1,500 MMBtu per day or more, but less than 3,000 MMBtu per day not otherwise specified in priorities P-1, P-2, P-3, P-4, P-5, P-6, P-8 and P-9.

Priority 8. Industrial boiler fuel requirements of 3,000 MMBtu per day or more, but less than 10,000 MMBtu per day not otherwise specified in priorities P-1, P-2, P-3, P-4, P-5, P-6, P-7 and P-9.

Priority 9. Industrial boiler fuel requirements of 10,000 MMBtu per day or more not otherwise specified in priorities P-1, P-2, P-3, P-4, P-5, P-6, P-7 and P-8.

Unless specified by the Natural Gas Policy Act of 1978, the definition of terms for these priorities of service shall be those prescribed by the Federal Energy Regulatory Commission and set forth in 18 C.F.R. Section 2.78(c), with the exception that the term "boiler fuel" shall be defined as "natural gas used as a fuel for the generation of steam or electricity, not including the utilization of internal combustion engines or turbines."

GENERAL TERMS AND CONDITIONS
(continued)

- (c) Determination of End-Use Classification -- The requirements for natural gas usage at each Delivery Point or Division, in the case of multiple Division Shippers where applicable, shall be classified in accordance with the end-use priorities set forth in Section 17A.1(b). Such classification shall be conducted as follows:
- (1) The requirements for natural gas usage for a customer shall be established as necessary to accommodate existing firm capacity at the Delivery Point or Division, as applicable, as well as the possible addition of firm capacity at the Delivery Point as a result of the capacity relinquishment program set forth in Section 18.
 - (2) A Data Verification Committee (DVC) is hereby established for the purposes of reviewing and establishing the requirements for natural gas usage at each Delivery Point and for the purpose of classifying such requirements in accordance with the end-use priorities of Section 17A.1(b). Membership on the Data Verification Committee is available to any of Transporter's customers under Rate Schedules FTS-1, SFTS, PTS and NNTS, who express a desire to participate, and all Delivery Point Operators; provided, however, that no person shall have more than one representative on the Data Verification Committee. Transporter shall be entitled to one representative on the Data Verification Committee, but such representative shall not be entitled to vote on the decisions of the Committee. The Federal Energy Regulatory Commission may have one representative on the Committee, but such member shall not be entitled to vote on the decisions of the Committee. Transporter's representative and the Federal Energy Regulatory Commission representative, if any, shall serve as co-chairpersons of the Committee. The Data Verification Committee shall have the authority to classify requirements of electric generation users of natural gas among the priority classifications set forth herein in accordance with the end-use(s) of the electricity generated from such natural gas, subject to the demonstration, to the satisfaction of the DVC, that such uses are: (i) served by electricity generated from gas use and (ii) that alternative fuels are not available at the electric generation facilities at issue.

GENERAL TERMS AND CONDITIONS
(continued)

- (3) Delivery Point or Division Classification -- In classifying the customer requirements at each Delivery Point or by Division in accordance with the priorities set forth in this Section 17A, the volumes utilized shall be the average daily requirements in the month of maximum demand consumed during the twelve-month period ended June 30, 1992. Such data shall be utilized in classifying customer requirements until Transporter has received revised end-use data showing the average daily requirements in the month of maximum demand during the twelve-month period ending June 30 of each following consecutive three-year interval. After such data has been received by Transporter and reviewed by the Data Verification Committee, the data shall be utilized in implementing curtailment under this Section 17. By August 15 of every following three-year interval, Shippers shall separately report to Transporter the total requirements at each Delivery Point or by Division by priority category for the twelve-month period prior to such July 1st, and after such data is reviewed by the Data Verification Committee, Transporter will utilize such data in implementing curtailment under this Section 17A. To the extent a new Delivery Point is utilized under a transportation agreement as a Primary Delivery Point and no classification is in place for such point, or to the extent a new Shipper or new end-use customer of such Shipper for whom no end-use classification is in place commences service under Rate Schedule FTS-1, SFTS or PTS-1, the Shipper shall certify to Transporter its end-use classification. Such classification will be used until the end-use data has been received by Transporter and reviewed by the Data Verification Committee in accordance with the foregoing. In addition to establishing end-use classifications at each Delivery Point or Division, Transporter and the Committee shall also establish the end-use classification, by customer, for each firm sales customer of Transporter.

GENERAL TERMS AND CONDITIONS
(continued)

- (v) A request for reclassification by a firm sale customer or local distribution company served by Transporter shall file the information required by Section 281.214 of the Commission's Regulations.
- (5) Service Agreement and Contract Classification -- Where the Shipper or purchaser is an end-user, the service Agreement or contract shall have the end-use priority(ies) of the end-user. If the Shipper or purchaser is not the end-user, then each contract at the Delivery Point or Division shall be assigned a proportionate share of each end-use priority behind the Delivery Point or Division (excluding that portion of an end-use priority assigned to an end-user in accordance with the preceding sentence).
- (6) Information -- Upon request by Transporter, each customer shall promptly furnish all information necessary in order to implement this Section 17. If a customer fails to supply the necessary data within the period of time requested by Transporter, Transporter shall be entitled to estimate such data from records available to Transporter, and Transporter shall not be liable to customer for any damage or injury that may result therefrom.
- (d) Curtailment Procedures -- Curtailment for any period (a day, a portion thereof, a week, a month, or series of consecutive days or months) shall, within the limits of dispatching accuracy and available facilities, be accomplished as follows:
 - (1) Transporter shall determine the Affected Area;
 - (2) Transporter shall notify all customers who have receipt points or delivery points in the Affected Area by telephone or by facsimile ("Curtailment Order"); provided however, that if a Curtailment Order is given orally, such order shall be followed as soon as practicable with written notification by facsimile or by mail.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 149 Original Sheet No. 149 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

in accordance with this Section 17A.2. Transporter shall first curtail service in category (i), then category (ii) and so on. To the extent Transporter only curtails part of the volumes in a category it shall prioritize such volumes in the manner set forth below.

- (i) Interruptible Service -- Transporter shall curtail ITS service, as well as Transporter's service under interruptible X-rate schedules in Volume 3 of Transporter's Tariff, by price. The lowest rate volumes in the Affected Area shall be curtailed first; with volumes at the same rate curtailed on a pro rata basis.
- (ii) Primary Transportation Service -- Transporter shall curtail service under Rate Schedule PRS on a pro rata basis, based on the volumes flowing under Rate Schedule PRS at the time of issuance of the curtailment order.
- (iii) Preferred Transportation Service -- Transporter shall curtail service under Rate Schedule PTS on an end-use basis. That is, Transporter shall first curtail priority 9 volumes, then priority 8 volumes and so on; provided, however, that to the extent the Affected Area is at the receipt point, Transporter shall curtail scheduled volumes on a pro rata basis.
- (iv) Firm Transportation Service utilizing Primary Receipt and Delivery Points, Alternate Receipt or Delivery Points, or Section 11 of the General Terms and Conditions -- Transporter shall curtail scheduled service at Primary or Alternate Delivery Points under Rate Schedules FTS-1 and SFTS and service scheduled under Section 11 of the General Terms and Conditions on an end-use basis based on end-use data for the respective delivery point or division. That is, Transporter shall first curtail Priority 9 volumes, then Priority 8 volumes and so on.

GENERAL TERMS AND CONDITIONS
(continued)

B. Supply Curtailment

1. Curtailment Process

The provisions of this Section 17B apply where Sales Division is providing sales service pursuant to Rate Schedule TSS and is unable to deliver firm sales quantities under Rate Schedule TSS or another firm sales agreement as a result of shortfall in Sales Division's supply.

To the extent Sales Division experiences a shortfall in supply, Sales Division shall curtail deliveries to its firm sales customers who were being served by such supplies, in accordance with this Section. Sales Division shall curtail firm sales by end-use, curtailing first any sales volumes associated with Priority 9 use. If all uses classified as Priority 9 have been curtailed and Sales Division is still experiencing a shortfall, Sales Division shall next curtail Category 8, then 7, and so on, until Sales Division is in balance between supplies and sales. Sales Division shall not curtail a higher priority use hereunder unless it is also curtailing all lower priority uses. To the extent Sales Division only needs to curtail part of a particular end-use category in order to accommodate its supply shortfall, Sales Division shall prorate the curtailment among all firm sales customers with requirements in that priority classification.

2. Generally Applicable Provisions

The following provisions shall apply to curtailment of firm sales and transportation services.

(a) Definitions -- The following terms shall have the meanings set forth below when used in connection with this Section 17:

- (1) "NGPA" means the Natural Gas Policy Act of 1978.
- (2) "School" means a facility, the primary function of which is delivering instruction to regularly enrolled students in attendance at such facility. Facilities used for both educational and noneducational activities are not included under this definition unless the latter activities are merely incidental to the delivery of instruction.

GENERAL TERMS AND CONDITIONS
(continued)

- (3) "Direct high-priority supply obligation" means the maximum volume of natural gas which a direct sale customer of Sales Division would be entitled to take delivery of from Sales Division for high priority uses under the provisions of Section 17.B of the Curtailment Plan during the applicable curtailment period.
- (4) "Indirect high-priority supply obligation" means the maximum volume of natural gas which a local distribution company served by Sales Division would be entitled to take delivery of from Sales Division for high priority uses of such local distribution company's customers under the provisions of Section 17.B of the curtailment plan during the applicable curtailment period.
- (5) "Direct essential agricultural supply obligation" of Sales Division for a particular curtailment period with respect to an essential agricultural user which is a direct sale customer of Sales Division is the lesser of:
 - (i) the volume certified by the Secretary of Agriculture as essential agricultural volumetric requirements and calculated under 7 C.F.R. Section 2900.4; or
 - (ii) the volume which may be delivered by Sales Division to the direct sale customer without causing Sales Division to exceed the volumetric limitations in the contract between Sales Division and the direct sale customer, as such volumetric limitations may be in effect from time-to-time.
- (6) "Indirect essential agricultural supply obligation" of Sales Division for a particular curtailment period to a local distribution company served by Sales Division with respect to essential agricultural users of such local distribution company is the lesser of:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 153 Original Sheet No. 153 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

Priority 3. Essential industrial requirements for process or feedstock use when established under Section 402 of the Natural Gas Policy Act of 1978.

Priority 4. Industrial uses of customers whose total requirements are less than 300 MMBtu per day; other industrial requirements for feedstock or process use; commercial requirements of 50 MMBtu per day or more.

Priority 5. Non-boiler fuel industrial requirements not specified in priorities P-1, P-2, P-3, P-4, P-6, P-7, P-8 or P-9 of 300 MMBtu per day or more.

Priority 6. Industrial boiler fuel requirements of 300 MMBtu per day or more, but less than 1,500 MMBtu per day not otherwise specified in priorities P-1, P-2, P-3, P-4, P-5, P-7, P-8 and P-9.

Priority 7. Industrial boiler fuel requirements of 1,500 MMBtu per day or more, but less than 3,000 MMBtu per day not otherwise specified in priorities P-1, P-2, P-3, P-4, P-5, P-6, P-8 and P-9.

Priority 8. Industrial boiler fuel requirements of 3,000 MMBtu per day or more, but less than 10,000 MMBtu per day not otherwise specified in priorities P-1, P-2, P-3, P-4, P-5, P-6, P-7 and P-9.

Priority 9. Industrial boiler fuel requirements of 10,000 MMBtu per day or more not otherwise specified in priorities P-1, P-2, P-3, P-4, P-5, P-6, P-7 and P-8.

Unless specified by the Natural Gas Policy Act of 1978, the definition of terms for these priorities of service shall be those prescribed by the Federal Energy Regulatory Commission and set forth in 18 C.F.R. Section 2.78(c), with the exception that the term "boiler fuel" shall be defined as "natural gas used as a fuel for the generation of steam or electricity, not including the utilization of internal combustion engines or turbines."

GENERAL TERMS AND CONDITIONS
(continued)

- (c) Determination of End-Use Classification -- The requirements for natural gas usage at each Delivery Point or Division, in the case of multiple Division Shippers where applicable, shall be classified in accordance with the end-use priorities set forth in Section 17B.2(b). Such classification shall be conducted as follows:
- (1) The requirements for natural gas usage for a customer shall be established as necessary to accommodate existing firm capacity at the Delivery Point or Division, as applicable, as well as the possible addition of firm capacity at the Delivery Point as a result of the capacity relinquishment program set forth in Section 18.
 - (2) A Data Verification Committee (DVC) is hereby established for the purposes of reviewing and establishing the requirements for natural gas usage at each Delivery Point and for the purpose of classifying such requirements in accordance with the end-use priorities of Section 17B.2(b). Membership on the Data Verification Committee is available to any of Transporter's customers who express a desire to participate as well as all Delivery Point Operators; provided however, that no person shall have more than one representative on the Data Verification Committee. Transporter shall be entitled to one representative on the Data Verification Committee, but such representative shall not be entitled to vote on the decisions of the Committee. The Federal Energy Regulatory Commission may have one representative on the Committee, but such member shall not be entitled to vote on the decisions of the Committee. Transporter's representative and the Federal Energy Regulatory Commission representative, if any, shall serve as co-chairpersons of the Committee.

GENERAL TERMS AND CONDITIONS
(continued)

- (3) Classification of Requirements -- In classifying the customer requirements in accordance with the priorities set forth in this Section 17B, the volumes utilized shall be the average daily requirements in the month of maximum demand consumed during the twelve-month period ended June 30, 1992 (adjusted to reflect sales entitlement levels). Such data shall be utilized in classifying customer requirements until Sales Division has received revised end-use data showing the average daily requirements in the month of maximum demand during the twelve-month period ending June 30 of each following consecutive three-year interval. After such data has been received by Sales Division and reviewed by the Data Verification Committee, the data shall be utilized in implementing curtailment under this Section 17B. By August 15 of every following three-year interval, customers shall separately report to Sales Division by priority category for the twelve-month period prior to such July 1st, and after such data is reviewed by the Data Verification Committee, Sales Division will utilize such data in implementing curtailment under this Section 17B. To the extent a new customer enters into a firm sales service agreement with Transporter's Sales Division and no customer classification is in place at the time service commences, such customer shall certify to Sales Division its end-use classification. Such classification will be used until the end-use data has been received by Sales Division and reviewed by the Data Verification Committee in accordance with the foregoing.

GENERAL TERMS AND CONDITIONS
(continued)

- (v) A request for reclassification by a firm sale customer or local distribution company served by Sales Division shall file the information required by Section 281.106 of the Commission's Regulations.
- (5) Service Agreement and Contract Classification -- Where the purchaser is an end-user, the service Agreement or contract shall have the end-use priority of the end-user. If the purchaser is not the end-user, then each contract shall be assigned a proportionate share of each end-use priority of the purchaser (excluding that portion of an end-use priority assigned to an end-user in accordance with the preceding sentence).
- (6) Information -- Upon request by Transporter, each customer shall promptly furnish all information necessary in order to implement this Section 17B. If a customer fails to supply the necessary data within the period of time requested by Sales Division, Sales Division shall be entitled to estimate such data from records available to Sales Division, and Sales Division shall not be liable to customer for any damage or injury that may result therefrom.
- (d) Curtailment Procedures -- Curtailment for any period (a day, a portion thereof, a week, a month, or series of consecutive days or months) shall, within the limits of dispatching accuracy and available facilities, be accomplished as follows:
 - (1) Sales Division shall determine the Affected Area;
 - (2) Sales Division shall notify all customers who have receipt points in the Affected Area by telephone or by facsimile; provided however, that if curtailment notification is given orally, such notice shall be followed as soon as practicable with written notification by facsimile or by mail.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 158 Original Sheet No. 158 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

- (3) In such curtailment notice Sales Division shall state the quantity curtailed from scheduled levels and the quantity available.
- (4) If a customer fails to comply with the curtailment notification, the customer shall pay Sales Division a penalty equal to \$10 per MMBtu by which customer exceeds the specified quantity. Compliance shall be defined as a written confirmation of a flow rate change on an upstream pipeline, or a written confirmed scheduling change with Transporter. Unless otherwise specified in the curtailment notification, compliance must be achieved within two (2) hours after issuance. Payment of such penalty shall be in addition to all other amounts due for gas taken or capacity rights exceeded by Shipper following curtailment notification.
- (5) Emergency Exemption -- Emergency exemption from curtailment procedures or orders may be requested by a customer of Sales Division or by a customer of Sales Division on behalf of one of its customers where supplemental deliveries are required to (a) forestall irreparable injury to life or property, or (b) to comply with 18 C.F.R. Section 281.103, et seq. to protect essential agricultural users; and if such customer has, to the extent feasible, arranged to use all alternate sources of supply available for the period involved, Sales Division, having satisfied itself that the customer is entitled thereto, shall, in the case of (a) above adjust deliveries to such customer to avoid such emergency to the extent Sales Division can permit such adjustment

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 159 Original Sheet No. 159 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

without creating similar emergencies for other customers or jeopardizing Sales Division's operations, or, in the case of (b) above in this Section 17B.2(d)(5), adjust deliveries to such customer in accordance with 18 C.F.R. Section 281.103, et seq. to protect essential agricultural users. Requests for emergency exemptions shall be submitted by the customer to Sales Division by either telephone or facsimile and confirmed in writing within five (5) working days of the request.

- (e) Sales Division shall not be liable for any damage, cost or expense of any kind incurred as a result of Sales Division good faith implementation of the provisions of this Section 17B.

GENERAL TERMS AND CONDITIONS
(continued)

3. Each daily RDDQ Order shall set a limit on the ability of the MSS to take more than its Total Requested Deliveries (overages) or to take less than its Total Requested Deliveries (underages). For daily RDDQ Orders which limit underages, MSS must take actual deliveries of at least 98% of its Total Requested Deliveries. For daily RDDQ Orders which limit overages, MSS must not take actual deliveries of more than 102% of its Total Requested Deliveries. MSS's failure to comply will result in the following charges and may result in the cancellation of the MSS arrangement.
- (i) If the RDDQ Order sets a limitation on overages, in the event delivery quantities exceed such Total Requested Deliveries by more than 2%, all overages are subject to the following charges:
- (1) An overage charge calculated as the daily overage multiplied by 200% of the spot price for gas delivered to Transporter at St. Helena Parish, as reported in Natural Gas Week, for the week in which the overage occurred. Such overage charge will be accounted for pursuant to Section 19.1.
 - (2) A transportation charge calculated by multiplying the daily overage by the weighted average 100% load factor rate of firm services scheduled to the delivery points covered by the Operating Account Agreement.
- (ii) If the RDDQ Order sets a limitation on underages, in the event delivery quantities are less than such Total Requested Deliveries by more than 2%, all underages are subject to the following:
- (1) An underage credit calculated as the daily underage multiplied by 50% of the spot price for gas delivered to Transporter at Tivoli, as reported in Natural Gas Week, for the week in which the underage occurred. Such underage credit will be distributed pursuant to Section 19.1.

Effective Date: 10/19/2000 Status: Effective
FERC Docket: RP00-552-000

Fourth Revised Sheet No. 163C Fourth Revised Sheet No. 163C : Superseded
Superseding: Third Revised Sheet No. 163C

GENERAL TERMS AND CONDITIONS
(continued)

- (d) MSS Revenues. Fifty percent (50%) of the revenues received by Transporter as compensation for the transportation aspect of MSS service shall be retained by Transporter and fifty percent (50%) shall be recorded in the Balancing Tools Account and accounted for pursuant to Section 19.1.

5. Operational Purchases or Sales

Operational Purchases or Sales may be utilized to manage line pack, with purchases made on those days in which Transporter needs to increase line pack levels, and sales made on those days in which Transporter needs to decrease line pack levels. Transporter will utilize this tool to cover noncompliance with pack/draft notices, alert days or OFO's, to compensate for the time lag inherent in utilizing tools which require advance notice, to restore in-kind quantities settled through the cash-out at the end of the month or as otherwise required to maintain a reasonable system balance. Transporter shall post a notice on its electronic bulletin board stating the desired quantity, and the minimum quantity, if any, for which a bid will be accepted. Additionally, Transporter may post any other criteria, including, but not limited to, geographic location and specific response time requirements. Bids shall be accepted only from parties having been determined to be creditworthy pursuant to Section 16 and providing satisfactory proof of ability to perform. Transporter shall accept the bid(s) that result in the lowest purchase cost for Operational Purchases and the highest sales revenues for Operational Sales consistent with any other criteria specified.

Operational Purchases shall have the receipt point scheduling priority equal to Alternate Firm of Section 10.C.2.(b). Operational Purchases or Sales in the Market Area shall receive no special scheduling priority. In the event Transporter makes Operational Purchases or Sales at a Market Area delivery point, the following additional conditions will apply: 1) if the party is not the Delivery Point Operator, the Delivery Point Operator must consent in writing; and 2) actual deliveries must be within the greater of 2% of Shipper's total Scheduled Deliveries or 500 MMBtu, in the direction (overage or underage) specified by Transporter.

Failure to comply will result in the following charges:

- (a) If Transporter specifies a limitation on overages, the sum of the following charges:
- (1) An overage charge calculated by multiplying the quantity by which actual deliveries exceed Scheduled Deliveries times 200% of the highest Posted Price for the indices listed in the cash-out provisions of Section 14.B, for the week in which the overage occurred.

Effective Date: 10/19/2000 Status: Effective
FERC Docket: RP00-552-000

Second Revised Sheet No. 163D Second Revised Sheet No. 163D : Superseded
Superseding: First Revised Sheet No. 163D

GENERAL TERMS AND CONDITIONS
(continued)

- (2) A transportation charge calculated by multiplying the quantity determined in (1) above by the weighted average 100% load factor rate of firm services scheduled to the delivery points covered by the Operating Account Agreement.
- (b) If Transporter specifies a limitation on underages, an underage credit calculated by multiplying the quantity by which actual deliveries are less than Scheduled Deliveries times 50% of the lowest Posted Price for the indices listed in the cash-out provisions of Section 14.B, for the week in which the underage occurred.

Transporter shall post on its electronic bulletin board the party, quantity, price, receipt and/or delivery points and the effective time period for all Operational Purchases or Sales within two (2) working days after the commencement of such transaction.

All costs and revenues pursuant to this Paragraph 5. will be accounted for pursuant to Section 19.1.

6. Deferred Exchange

Deferred Exchanges may be utilized to address short-term line pack needs. Transporter may utilize this tool to compensate for line pack variations expected to be of short duration including weekend imbalance situations. Transporter shall post a notice on its electronic bulletin board of the desired quantity. Additionally, Transporter may post any other criteria, including, but not limited to, geographic location. Transporter shall negotiate with party(ies) the compensation price and a fixed time period for receipts and deliveries, and balancing.

Deferred Exchanges shall have receipt point scheduling priority equal to Alternate Firm of Section 10.C.2.(b). For Deferred Exchanges at a Market Area delivery point: 1) if the party is not the Delivery Point Operator, the Delivery Point Operator must consent in writing and 2) actual deliveries must be within the greater of 2% of Shipper's total Scheduled Deliveries or 500 MMBtu, in the direction (overage or underage) specified by Transporter. Failure to comply will result in the following charges:

- (a) If Transporter specifies a limitation on overburns, the sum of the following charges:
 - (1) An overage charge calculated by multiplying the quantity by which actual deliveries exceed Scheduled Deliveries times 200% of the highest Posted Price for the indices listed in the cash-out provisions of Section 14.B, for the week in which the overage occurred.

Effective Date: 04/01/1997 Status: Effective
FERC Docket: RP96-366-002

Substitute First Revised Sheet No. 163E Substitute First Revised Sheet No. 163E : Superseded
Superseding: Original Sheet No. 163E

GENERAL TERMS AND CONDITIONS
(continued)

(2) A transportation charge calculated by multiplying the quantity determined in (1) above by the weighted average 100% load factor rate of firm services scheduled to the delivery points covered by the Operating Account Agreement.

(b) If Transporter specifies a limitation on underburns, an underage credit calculated by multiplying the quantity by which actual deliveries are less than Scheduled Deliveries times 50% of the spot price of gas delivered to Transporter at Tivoli, as reported in Natural Gas Week, for the week in which the underage occurred.

Transporter shall post on its electronic bulletin board the party, quantity, price, receipt and/or delivery points and the effective time period of all Deferred Exchanges within two (2) working days after the commencement of such transaction.

All costs and revenues pursuant to this Paragraph 6 will be accounted for pursuant to Section 19.1.

7. Pack and Draft Notices

(a) General

Transporter will utilize Pack and Draft Notices to address adverse line pack conditions systemwide or in an Affected Area. Pack Notices will be posted to address low line pack conditions, while Draft Notices will be used to address high line pack conditions. A Pack Notice shall mean a notice to correct an imbalance due Transporter. A Draft Notice shall mean a notice to correct an imbalance due Delivery Point Operator.

Transporter shall post Pack or Draft Notices when in Transporter's sole discretion, reasonably exercised, the use of Pack or Draft Notices would tend to improve line pack conditions. Transporter will indicate if the Pack or Draft conditions exist systemwide or in an Affected Area. A Delivery Point Operator must respond to a Pack/Draft Notice if the Delivery Point Operator's combined month-to-date balance in the Operating Account and No-Notice Account exceeds the greater of the NNQ aggregated to the Delivery Point Operator Account (DPOA) or one thousand (1000) MMBtu in the specified direction of the problem (either Imbalance due Transporter or Imbalance due Delivery Point Operator; provided, however, that if the pack or draft quantity calculated by multiplying the percentage specified in the Pack or Draft Notice times the balance subject to the Notice is less than 200 MMBTU, no response is required.

Second Revised Sheet No. 163H Second Revised Sheet No. 163H : Superseded
Superseding: Substitute First Revised Sheet No. 163H

GENERAL TERMS AND CONDITIONS
(continued)

The Delivery Point Operator's ability to accomplish the Draft Notice response by (2) and/or (3) above is subject to the scheduling priority provisions of Section 10C(1); provided further, that if a nominated delivery point is unavailable, the Delivery Point Operator is not relieved of the obligation to schedule deliveries which exceed scheduled receipts for the upcoming or otherwise specified gas day or days, but may utilize the within gas day provisions of Section 10.A.2. to accomplish an acceptable Draft Order response. The Delivery Point Operator must specify the contracts on which the Draft quantities have been nominated, and to the extent the response involves scheduling alternate deliveries, the Delivery Point Operator must submit a written statement from the other Delivery Point Operator indicating such party's willingness to be bound by the Draft Order for purposes of the Performance Test as defined in (d) below.

(d) Compliance

Compliance with a Pack or Draft Notice shall mean:

- (1) An Acceptable Pack or Draft Notice Response submitted by the nomination deadline , except as otherwise provided in Section 5 of the NNTS Rate Schedule, and
- (2) Satisfaction of the Performance Test for the gas day in which the Pack or Draft Order is in effect.

For Pack Notices, the Performance Test shall mean that actual deliveries do not exceed Scheduled Deliveries by more than 5% or 100 MMBtu, whichever is greater. For Draft Notices, the Performance Test shall mean that actual deliveries are not less than Scheduled Deliveries by more than 5% or 100 MMBtu, whichever is greater.

Failure to comply with a Pack or Draft Notice will result in a separate balancing of the quantities by which the Delivery Point Operator fails to comply with the Pack or Draft Notice, and the noncompliance quantities shall not be recorded in the Operating Account or No-Notice Account, nor subject to monthly balancing under Section 14. In the event of noncompliance with a Pack Notice, the Delivery Point Operator is deemed to have purchased the gas from Transporter's system, and shall be assessed a charge equal to 200% times the highest Posted Price for the indices listed in the cash-out provisions of Section 14.B, for the week in which the Pack Notice occurred, and a transportation charge equal to the daily weighted average 100% load factor rate of firm services scheduled to the delivery points covered by the Operating Account Agreement. In the event of noncompliance with a Draft Notice, the Delivery Point Operator is deemed to have sold the gas to Transporter's system, and shall be credited an amount equal to 50% times the lowest Posted Price for the indices listed in the cash-out provisions of Section 14.B, for the week in which the Draft Notice occurred. Noncompliance charges or credits will be accounted for pursuant to Section 19.1.

Fourth Revised Sheet No. 164 Fourth Revised Sheet No. 164 : Superseded
Superseding: Third Revised Sheet No. 164

GENERAL TERMS AND CONDITIONS
(continued)

18. CAPACITY RELINQUISHMENT

A. General

This Section sets forth the sole means by which a firm Shipper ("Relinquishing Shipper") may, pursuant to Section 284.243 of the Commission's Regulations, relinquish its firm capacity rights under a service agreement with Transporter to a third party ("Acquiring Shipper").

B. Capacity Eligible For Release

A Shipper with a service agreement under Rate Schedule FTS-1, FTS-WD or FTS-2 may relinquish all or a portion of its firm capacity ("eligible capacity") from an individual Service Agreement pursuant to this Section 18. A Shipper may also relinquish all or a portion of its NNQ under Rate Schedule NNTS; provided however, Shipper may only relinquish its Rate Schedule NNTS capacity at the Shipper's primary delivery points. Capacity held by a Shipper under any rate schedule other than as set forth above shall not be eligible for capacity relinquishment. Except for relinquishments for a period of less than one year, relinquishments under this section may not exceed the maximum rate applicable to the relinquished capacity.

Re-release of capacity: Acquiring Shipper may re-release acquired capacity subject to the terms attached to the acquired capacity in all previous releases.

C. Relinquishment Types:

1. Permanent Relinquishment

This Section sets forth the terms and conditions applicable to the permanent relinquishment of eligible capacity ("Permanent Relinquishment"). Eligible capacity can be permanently relinquished solely on a reservation basis either pursuant to a transaction prearranged by Relinquishing Shipper or pursuant to the bidding procedures in Section 18.F. An Acquiring Shipper who obtains capacity relinquished hereunder shall be required to execute a separate firm service agreement with Transporter for the relinquished capacity for the primary and secondary terms set forth in the Relinquishing Shipper's service agreement.

In the event a prearranged Permanent Relinquishment is at less than the maximum rate for the rate schedule under which the capacity is relinquished, then the subject eligible capacity shall be subject to an open season bidding and the right to match pursuant to section 18F.

Effective Date: 04/01/1997 Status: Effective

FERC Docket: RP97- 21-002

Third Revised Sheet No. 165 Third Revised Sheet No. 165 : Superseded

Superseding: Substitute Second Revised Sheet No. 165

GENERAL TERMS AND CONDITIONS

(continued)

2. Temporary Relinquishment:

This Section sets forth the terms and conditions applicable to temporary relinquishments of eligible capacity either pursuant to a transaction prearranged by Relinquishing Shipper or pursuant to the bidding procedures in Section 18.F. In addition to complying with these provisions, Relinquishing Shipper and Acquiring Shipper must comply with all other applicable provisions of this Section 18.

Rollover Limitations: Prearranged relinquishments for 31 days or less at less than the maximum rate under this provision may not be permitted to rollover, or otherwise be extended beyond the initial term of the relinquishment. The Acquiring Shipper, its designee or affiliate may not acquire capacity at less than the maximum rate under this provision from the Relinquishing Shipper for twenty-eight (28) days following the expiration of the relinquishment under this provision.

In the event the temporary relinquishment is not at the maximum rate for the rate schedule under which the capacity is relinquished and not subject to the 31 days or less provision, then the subject eligible capacity shall be subject to an open season bidding and the right to match pursuant to Section 18.F.

Effective Date: 03/27/2000 Status: Effective
FERC Docket: RP00-262-001

Third Revised Sheet No. 165A Third Revised Sheet No. 165A : Superseded
Superseding: Second Revised Sheet No. 165A

GENERAL TERMS AND CONDITIONS
(continued)

D. Capacity Release Timelines (All times are Central Clock Time)-

The Capacity Release Timelines are applicable to all parties in the capacity release process provided that 1) all information provided by the parties is valid and the Acquiring 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.

1. For Short-Term Biddable Releases (less than 5 months)

- a. Offers must be tendered between the hours of 8:00 A.M. and 4:00 P.M. Central Time and not later than 1:00 P.M. on the day before nominations are due;
- b. Open season ends no sooner than one hour after it begins, between the hours of 9:00 A.M. and 5:00 P.M. Central Time, and no later than 2:00 P.M. on the day before nominations are due;
- c. Evaluation period begins upon the close of the open season, between the hours of 9:00 A.M. and 5:00 P.M. Central Time, and not later than 2:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- d. Evaluation period ends by 3:00 P.M. on the day before nominations are due;
- e. Match or award is communicated by 3:00 P.M. on the day before nominations are due;
- f. Match response by 4:00 P.M. on the day before nominations are due;
- g. Award posted by 5:00 P.M. on the day before nominations are due;
- h. Contract tendered with contract number by 10:00 A.M.; contract executed; nomination possible for next day gas flow.

All times are Central Clock Time.

Fourth Revised Sheet No. 166 Fourth Revised Sheet No. 166 : Superseded
Superseding: Third Revised Sheet No. 166

GENERAL TERMS AND CONDITIONS
(continued)

2. For Longer Term Biddable Releases (5 months or more)
 - a. Offers must be tendered between the hours of 8:00 A.M. and 4:00 P.M. Central Time and not later than 1:00 P.M. four business days before award;
 - b. Open season ends three business days after it begins, and no later than 2:00 P.M. on the business day before nomination are due;
 - c. Evaluation period begins upon the close of the open season and not later than 2:00 P.M. (on the business day before nominations are due) during which contingency is eliminated, determination of best bid is made, and ties are broken;
 - d. Evaluation period ends by 3:00 P.M. on the business day before nominations are due;
 - e. Match or award is communicated by 3:00 P.M. on the business day before nominations are due;
 - f. Match response by 4:00 P.M. on the business day before nominations are due;
 - g. Award posting by 5:00 P.M. on the business day before nominations are due;
 - h. Contract tendered with contract number by 10:00 A.M.; contract executed; nomination possible for next day gas flow.
3. Posting of Pre-Arranged Deals
Pre-arranged deals not subject to bid shall be posted by 9:00 A.M. the day of nominations.

All times are Central Clock Time.

E. Notice Required by Shipper

1. Notice by Relinquishing Shipper. A Shipper who desires to relinquish any or all of its eligible capacity must notify Transporter of said Shipper's desire to relinquish eligible capacity ("Relinquishing Shipper") and the terms and conditions of such proposed relinquishment. (Such notice is hereinafter referred to as the "Relinquishment Notice"). Such Relinquishment Notice shall be in writing or provided electronically pursuant to Section 18L and in the form set out in the Tariff and shall be executed by an authorized representative of the Relinquishing Shipper. All terms and conditions a Relinquishing Shipper proposes shall be posted as set forth below. Such terms and conditions must be objectively stated, non-discriminatory and applicable to all potential bidders. The Relinquishment Notice shall constitute a binding offer on the part of Relinquishing Shipper to relinquish the eligible capacity pursuant to the terms of the Relinquishment Notice, until written or electronic notice of withdrawal is received by Transporter. Transporter shall reject any Relinquishment Notice that does not comply fully with the foregoing requirements. Such Relinquishment Notice shall provide the following information:

Second Revised Sheet No. 168A Second Revised Sheet No. 168A : Superseded
Superseding: First Revised Sheet No. 168A

GENERAL TERMS AND CONDITIONS
(continued)

- o. The minimum conditions, if any, the Relinquishing Shipper will accept, rates (which may be expressed in dollars and cents or percent of the maximum tariff rate), including all reservation surcharges, volumes, and other terms and whether such minimum conditions are to be considered confidential at the time of posting;
- p. Whether the capacity to be relinquished was obtained pursuant to the provisions of this Section 18.

Replacement shipper will initiate confirmation of prearranged deals electronically.

2. Posting of Notice of Relinquishment

All valid Notices of Relinquishment shall be posted on Transporter's EBB by Transporter or Relinquishing Shipper, including capacity released on a prearranged basis, upon receipt, unless Relinquishing Shipper requests otherwise. If a Relinquishing Shipper requests a posting time, Transporter will support such request, so long as it complies with the capacity release timeline. All Notices shall be binding until written or electronic notification of withdrawal is received by Transporter. The notice posted shall contain the information set forth in 18E.1(a)-(p) above; provided however, that at Relinquishing Shipper's request, and in lieu of posting the relinquished Primary Receipt Point Capacity from 18E.1(e) above, Transporter shall aggregate relinquished Primary Receipt Point capacity, and post such capacity at the closest in-line transfer point east of the receipt point capacity relinquished. The posting of the Notice of Relinquishment shall also include:

- (1) except for releases for a period of less than one year, the maximum reservation rate (including any reservation type surcharges) applicable to the capacity;
- (2) the date and time by which bids must be submitted in accordance with the capacity release timeline; and
- (3) the date and time the Notice is posted.

Any minimum conditions set forth pursuant to 18E.1(o) shall be posted with the Relinquishment Notice unless the Relinquishing Shipper indicates in the Relinquishment Notice that such minimum conditions are confidential in which event Transporter shall indicate on the posted Relinquishment Notice that minimum conditions exist. After capacity has been awarded, Transporter shall post the terms of any previously undisclosed minimum conditions.

Effective Date: 10/23/1998 Status: Effective
FERC Docket: RP98-414-000

Sixth Revised Sheet No. 169 Sixth Revised Sheet No. 169 : Superseded
Superseding: Fifth Revised Sheet No. 169

GENERAL TERMS AND CONDITIONS
(continued)

3. Withdrawal of Eligible Capacity From Capacity Relinquishment Program

The Relinquishing Shipper has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no valid minimum bid has been made.

F. Open Season Bidding:

1. During the open season and bid submittal periods, all valid bids (excluding bidders name) will be posted. Bids provided electronically must comply with the provisions of Section 18L. All bids will be binding until written or electronic notice of withdrawal is received by Transporter. Invalid bids will not be posted. At the close of the bidding period, any bid received by Transporter shall be deemed to be a binding offer by the prospective Acquiring Shipper to acquire capacity pursuant to the terms of the bid. A Relinquishing Shipper will not be able to specify an extension of the original bid period or the prearranged deal match period, without posting a new release. Any prospective Acquiring Shipper who has satisfied the creditworthiness pre-qualification requirements to Section 18I below, may submit a bid for the following bid information;
 - a. The identity of the bidder, including contact person business address, phone number and facsimile number;
 - b. The relinquishment under which the capacity is available and the MDTQ separately stated by season;
 - c. The requested primary receipt point(s) and the primary delivery point(s) and the quantity separately stated for each such point;
 - d. The rate bid on a reservation charge basis; between the minimum and maximum Reservation Charge (including any applicable reservation type surcharges) for the rate schedule under which the capacity is being offered for release (and/or the Reservation Charge rate for Rate Schedule NNTS service, if applicable). In the event the Relinquishing Shipper has allowed a volumetric release, the bids may be converted into a volumetric charge. The maximum rate for such volumetric releases is the maximum applicable reservation charge set forth on Sheet Nos. 8A or 8A.01 or 8B, plus all applicable reservation surcharges;
 - e. Any other conditions necessary to meet the terms of the Relinquishing Shipper's Relinquishment Notice; and

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 169A Original Sheet No. 169A : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

capacity, Acquiring Shipper may, if the relinquishing Shipper had not elected the ten-year rollover described in Section 20C elect such ten-year rollover in the manner set forth in Section 20C.

5. Insufficient Bids. If, upon expiration of the Open Season applicable to a Relinquishment Notice, Transporter has not received Eligible Bids for 100% of the capacity subject to the Relinquishment Notice, then Transporter shall notify Relinquishing Shipper of the terms and conditions of the Eligible Bids received. Such notice shall be given by Transporter within two (2) working days following the expiration of the Open Season. Within two (2) working days following receipt of said notice from Transporter, Relinquishing Shipper shall notify Transporter of Relinquishing Shipper's decision to:

Third Revised Sheet No. 171 Third Revised Sheet No. 171 : Superseded
Superseding: Second Revised Sheet No. 171

GENERAL TERMS AND CONDITIONS
(continued)

2. Short-Term Prearranged Temporary Relinquishments.
Relinquishments under this Section (2) may not exceed the maximum rate for the relinquished capacity. A Relinquishing Shipper may prearrange to temporarily relinquish all or part of its eligible capacity from a designated primary receipt point to a designated primary delivery point, or, in the event of a relinquishment of a specific segment, between the two points which define the specific segment pursuant to 18C.1(e). Capacity released under this provision of Section 18 is for a period of 31 days or less, upon terms and conditions acceptable to Relinquishing Shipper and Acquiring Shipper. At least 24 hours prior to the nomination deadline, the Relinquishing Shipper and Acquiring Shipper must amend and enter into Service Agreements governing the relinquished capacity in the form posted on Transporter's EBB and must provide Transporter, the following information:
- (a) the identity, including business address, contact person, phone and facsimile numbers of the Relinquishing Shipper;
 - (b) the identity including business address, contact person, phone number and facsimile number of the Acquiring Shipper;
 - (c) the rate schedule under which the capacity is relinquished and the MDTQ relinquished;
 - (d) the Primary Receipt Point(s) and the Primary Delivery Point(s) quantities relinquished and acquired; or, in the event of a relinquishment of a specific segment, the two points which define the specific segment pursuant to 18C.1(e).
 - (e) the rate at which the Acquiring Shipper is obtaining the capacity; and
 - (f) any other terms, such as right of recall, which were pre-conditions to the relinquishment.

No later than the close of the working day during which the relinquishment became effective, or in the case of a relinquishment which takes effect on a non-working day, the close of the next working day Transporter will post on Transporter's EBB the information contained in (a)-(f) above.

Third Revised Sheet No. 172 Third Revised Sheet No. 172 : Superseded
Superseding: Substitute Second Revised Sheet No. 172

GENERAL TERMS AND CONDITIONS
(continued)

Relinquishments at less than the maximum rate under this provision may not be permitted to rollover, or otherwise be extended beyond the initial term of the relinquishment. The Acquiring Shipper, its designee or affiliate may not acquire capacity at less than the maximum rate under this provision from the Relinquishing Shipper for twenty-eight (28) days following the expiration of the relinquishment under this provision.

- 3.i) Prearranged Temporary Relinquishments. Relinquishments under this Section (3) shall be at the maximum rate for the relinquished capacity. Except as provided in 18E.2 above, the Relinquishing Shipper and the Acquiring Shipper, in a prearranged temporary point-to-point relinquishment, shall provide Transporter with a Relinquishment Notice pursuant to 18C which shall also include the following information at least seven (7) working days prior to the Effective Date of the proposed relinquishment:
- (a) the identity, business address, contact person, phone number and facsimile number of the Relinquishing Shipper;
 - (b) the identity, business address, contact person, phone number and facsimile number of the Acquiring Shipper;
 - (c) the rate schedule under which the capacity is relinquished and the MDTQ of capacity relinquished;
 - (d) the primary receipt point(s) relinquished and acquired, and the primary delivery point(s) relinquished and acquired; or, in the event of a relinquishment of a specific segment, the two points which define the specific segment pursuant to 18C.1(e).
 - (e) the term of the relinquishment and acquisition;
 - (f) any other conditions, including recall rights if any, applicable to the relinquishment.
- ii) No later than the next working day following the day in which Relinquishing Shipper and Acquiring Shipper provide Transporter with the information in 18E.3.i) (a)-(f) above, Transporter will post such information on Transporter's EBB.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-007

First Revised Sheet No. 173 First Revised Sheet No. 173 : Superseded
Superseding: Original Sheet No. 173

GENERAL TERMS AND CONDITIONS
(continued)

- iii) Posting under this Section 18E.3 is for information purposes only.

- 4. Point-to-Point Bidding. A Relinquishing Shipper may offer to relinquish temporarily all or part of its eligible capacity from a designated primary Receipt Point(s) to a designated primary Delivery Point(s) by providing its Relinquishment Notice to Transporter at least five (5) working days prior to the nomination deadline. Such notice shall remain posted for bidding for a period of one (1) day unless Relinquishing Shipper's Relinquishment Notice specifies a longer period. However, the bidding will close at least four (4) working days prior to the nomination deadline. Provided however, that a Relinquishing Shipper releasing capacity for a calendar month on a non-recallable basis and who permits potential Acquiring Shippers to request changes to primary points, will be subject to the schedule contained in Section 18.F. hereof with regard to the Relinquishment Notice, bidding period, close of the bidding period, and award of capacity. Any prospective Acquiring Shipper who has satisfied the creditworthiness pre-qualification requirements of Section 18H below, may submit a bid identifying the specific Relinquishment Notice that it is in response to, which bid must include the following bid information:
 - (a) the identity, of the bidder, including contact person, business address, phone number and facsimile number;
 - (b) the MDTQ separately stated by season;
 - (c) the relinquishment capacity bid for;
 - (d) the rate bid on a reservation charge basis between the minimum and maximum Reservation Charge for Rate Schedule FTS-1 service (and/or the Reservation Charge rate for Rate Schedule NNTS service, if applicable). In the event the Relinquishing Shipper has allowed a volumetric release, then the bids may be converted into a volumetric charge. The maximum rate for such volumetric releases is the 100% load factor rate set forth on Sheet No. 8A;
 - (e) any other conditions necessary to meet the terms of the Relinquishing Shipper's Relinquishment Notice; and

Effective Date: 10/23/1998 Status: Effective
FERC Docket: RP98-414-001

Substitute Fourth Revised Sheet No. 174A Substitute Fourth Revised Sheet No. 174A : Superseded
Superseding: Fourth Revised Sheet No. 174A

GENERAL TERMS AND CONDITIONS
(continued)

L. CAPACITY RELEASE - TRANSACTIONAL ELECTRONIC COMMUNICATIONS

1. Transporter will maintain a Transactional Electronic Communications Mechanism ("TECM") for use by any interested person ("TECM Subscriber"). The TECM shall be available on a not unduly discriminatory basis to any TECM Subscriber, provided that such entity has executed a TECM Subscriber agreement in the form required by Transporter, been assigned a user identification and password by Transporter, and has agreed to comply with the procedures for use of the TECM. Transporter shall make information reasonably available on how to access and use the TECM.
2. The TECM will allow TECM Subscriber to locate all information concerning a specific transaction, and provide menus that permit a TECM Subscriber to separately access notices of released gas. The TECM will permit a TECM Subscriber to download electronically a file(s). Transporter shall maintain and retain daily back-up records of the information displayed on the TECM for three (3) years and permit a TECM Subscriber to review those records, which will be archived and reasonably accessible. Transporter will periodically archive transactions from the TECM files when transactions have been completed. Information on the most recent entries will appear ahead of older information.
3. Transporter shall also post Relinquishment Notices, notice of Capacity Relinquishment Bidding Periods and all bids of Acquiring Shippers in accordance with the provisions of this Section.

Effective Date: 10/23/1998 Status: Effective
FERC Docket: RP98-414-001

Substitute Original Sheet No. 174B Substitute Original Sheet No. 174B : Superseded
Superseding: Original Sheet No. 174B

GENERAL TERMS AND CONDITIONS
(continued)

- L. CAPACITY RELEASE - TRANSACTIONAL ELECTRONIC COMMUNICATIONS
 - 4. Prior to issuance of the user identification and password, each TECM Subscriber shall have executed the TECM Subscriber Agreement. Transporter shall not assess costs related to the TECM, but may seek to include such costs in a Section 4 rate filing.
 - 5. Shippers may utilize Transporter's TECM to communicate notices of desire to relinquish or acquire capacity under Section 18; provided however, that such notices do not constitute binding Relinquishment Notices or Bids under Section 18, and Transporter makes no warranties or representations as to any such electronic communications posted by Shippers. Transporter shall maintain a separate section of the TECM for notices.

The foregoing provisions set forth the standards applicable to Transporter's TECM. Nothing herein shall prevent Transporter from making modifications to the TECM provided such changes are consistent with this Section.

Effective Date: 09/01/1994 Status: Effective
FERC Docket: RP94-327-001

Substitute First Revised Sheet No. 177A Substitute First Revised Sheet No. 177A : Superseded
Superseding: Original Sheet No. 177A

GENERAL TERMS AND CONDITIONS
(continued)

- (a) the bid rate;
- (b) the extent to which awarding one bid will operationally preclude Transporter from awarding another bid(s); consideration of this factor shall include consideration of the impact of awarding such bid on conditions on mainlines and supply and Market Area laterals; and
- (c) the extent to which Transporter can award a specific bid and provide service to the bidder on a firm basis; consideration of this factor shall include first determining which bids cannot be awarded and served on a firm basis if unrelinquished firm capacity is fully utilized.

G. Consummation and Effect of Relinquishment:

1. Assignment of Capacity. Transporter and each Acquiring Shipper who receives relinquished capacity pursuant to Sections 18D, E, and F shall execute a firm service agreement pursuant to the applicable rate schedule, which executed service agreement shall be effective as of the date the relinquishment commences. With respect to Permanent Relinquishments only, upon execution by Transporter and Acquiring Shipper of the new service agreement, and effective as of the effective date of said new service agreement, the Relinquishing Shipper shall, except as otherwise agreed to by Transporter and Relinquishing Shipper, be relieved of liability under its existing service agreement, but only to the extent of the quantity of the executed new service agreement; provided, however, that in the event the Acquiring Shipper at the time of the relinquishment does not (i) satisfy the criteria set forth in Section 16(a) and (b) of these General Terms and Conditions; (ii) furnish and maintain for the term of the Service Agreement a written guarantee in a form satisfactory to Transporter from a third party which is creditworthy as determined in Section 16(a) and (b); or (iii) furnish other security reasonably acceptable to Transporter and its lenders, then the Relinquishing Shipper shall remain responsible for all Reservation Charges (including all applicable demand or reservation type surcharges) under the existing contract, subject to the billing adjustment and revenue sharing and crediting mechanism set forth below. With respect to all other relinquishments, Relinquishing Shipper shall remain responsible for all Reservation Charges and TCR Reservation and 636 Reservation Charge under the existing contract, subject to the billing adjustment and revenue sharing and crediting mechanisms set forth below.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-007

First Revised Sheet No. 178 First Revised Sheet No. 178 : Superseded
Superseding: Original Sheet No. 178

GENERAL TERMS AND CONDITIONS
(continued)

service agreement, the Relinquishing Shipper shall, except as otherwise agreed to by Transporter and Relinquishing Shipper, be relieved of liability under its existing service agreement, but only to the extent of the quantity of the executed new service agreement. With respect to all other relinquishments, Relinquishing Shipper shall remain responsible for all Reservation Charges and TCR Reservation and 636 Reservation Charge under the existing contract, subject to the billing adjustment and revenue sharing and crediting mechanisms set forth below.

2. Status of Acquiring Shipper. An Acquiring Shipper who executes a new service agreement pursuant to the terms and conditions of this Section 18 shall, upon execution of such new service agreement, be considered a firm Shipper for all purposes under Transporter's FERC Gas Tariff, and shall be entitled to the rights (and subject to the obligations) of a Shipper under Rate Schedule FTS-1 including, without limitation, the right to participate in Transporter's capacity relinquishment program pursuant to this Section 18, and the right to use alternate receipt and delivery points.
- H. Pre-Qualified Bidder Requirement. All parties desiring to acquire firm capacity posted by a Relinquishing Shipper must be determined to be creditworthy under Transporter's tariff, Section 16, prior to being rewarded relinquished capacity hereunder. A bidder's creditworthiness shall be assessed on the same basis as a Shipper's creditworthiness under the terms of Transporter's Rate Schedule FTS-1.
- I. Recall Rights:
- A Relinquishing Shipper has the right to define the condition(s) precedent that will result in a recall of capacity subject to a Temporary Point-to-Point Relinquishment by specifying such conditions in the Relinquishment Notice. The Relinquishing Shipper has no right to recall the relinquished capacity, other than any rights set forth in the Relinquishment Notice. The terms and conditions of any recall rights

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-007

First Revised Sheet No. 179 First Revised Sheet No. 179 : Superseded
Superseding: Original Sheet No. 179

GENERAL TERMS AND CONDITIONS (continued)

shall not be inconsistent with the terms and conditions of the Relinquishing Shipper's existing service agreement with Transporter nor the provisions of Transporter's FERC Gas Tariff. No right of recall shall be permitted for any other type of relinquishment. A Relinquishing Shipper exercising its right to recall relinquished capacity, other than exercising the right to recall capacity on previously specified date, shall notify Transporter and the Acquiring Shipper by 5:00 P.M. EDT the day prior to the nomination deadline for the gas day when the capacity will be recalled; provided however, in the event a change in scheduled quantities is not required by the recalling shipper, then such recalling shipper shall notify Transporter no later than 24 hours after the effective time of such recall. Transporter shall continue to apply all tariff provisions to the Shipper of record until notified of a recall or notified of the termination of such recall and shall change the Shipper of record on a prospective basis only after proper notification of a change. A Relinquishing Shipper shall be responsible for notifying its Acquiring Shipper prior to the exercise of the Relinquishing Shipper's recall right. Transporter has the right to rely on a Relinquishing Shipper's notice and a Relinquishing Shipper shall defend and indemnify Transporter against any claims, losses, liabilities, or expense (including reasonable attorney's fees) resulting from claims by any Acquiring Shipper that relinquished capacity was not recalled in accordance with the recall rights specified by the Relinquishing Shipper.

J. Billing and Payment:

An Acquiring Shipper shall be billed by Transporter and shall make payments to Transporter in accordance with the terms of its executed service agreement.

For relinquishments under Section 18E, to the extent the Acquiring Shipper's bid was on a reservation charge basis, Transporter shall credit the reservation charge of the Relinquishing Shipper's invoice for the month of the relinquishment.

For relinquishments under Section 18E where the Acquiring Shipper's bid was on a volumetric basis, Transporter shall make a reservation charge credit to the usage charge of the Relinquishing Shipper's invoice for the month of the relinquishment and/or make payment to the Relinquishing Shipper by the due date for payment of usage charges to the extent that the reservation charge credit exceeds the Relinquishing Shipper's usage charge invoice. Transporter shall not provide a reservation charge credit

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-007

First Revised Sheet No. 180 First Revised Sheet No. 180 : Superseded
Superseding: Original Sheet No. 180

GENERAL TERMS AND CONDITIONS
(continued)

to the Relinquishing Shipper in a Permanent Relinquishment.

As to the Temporary Repackaged Relinquishment, revenues received from the same shall be subject to Section 18K.

The Acquiring Shipper shall be obligated to pay Transporter the applicable commodity rate, plus all associated volumetric surcharges and fuel charges, applicable to the volumes Transporter transports under the Acquiring Shipper's new service agreement.

Subject to the provisions of Section 18K below, Transporter will retain the commodity rate, associated volumetric surcharges, and fuel charges it receives from the Acquiring Shipper.

K. Revenue Sharing and Crediting

Any monthly revenues received by Transporter from an Acquiring Shipper in a Temporary Repackaged Relinquishment shall be shared by Transporter with all Relinquishing Shippers whose capacity is relinquished pursuant to Section 18F above, in accordance with the following:

- (a) Transporter shall retain 10% of all such revenues; and
- (b) the affected Relinquishing Shippers shall receive the remaining proceeds, with each Relinquishing Shipper receiving a pro rata portion based upon MDTQ relinquished for the month.

L. Primary Point Capacity Allocation

1. Best Bids for capacity relinquishments under Section E hereof which: (a) are non-recallable; (b) are for a period of one calendar month; (c) require changes to primary points; and (d) are to be effective on the same date, will be evaluated concurrently and awarded, to the extent required, on a pro rata basis. After this evaluation and award of capacity released under Section 18.E. hereof, Transporter will concurrently evaluate Best Bids for capacity released pursuant to Section 18.F hereof and award such capacity, to the extent necessary, on a pro rata basis.

Substitute Third Revised Sheet No. 184B Substitute Third Revised Sheet No. 184B : Superseded
Superseding: Second Revised Sheet No. 184B

GENERAL TERMS AND CONDITIONS
(continued)

c. Calculating the Excess Volumetric Cash-Out Volume as the volumetric difference between (a) and (b) above and calculating the Excess Volumetric Cash-Out Costs or Revenues associated with such volume by applying the weighted average price for such imbalance as calculated pursuant to (a) and (b) above. Such Excess Volumetric Cash-Out Volumes and Costs or Revenues will be deducted from the Cash-Out Account balances and transferred to settlement of the Balancing Tools Account.

2. Deferred Fuel Accounting

The volumes and associated dollar amounts calculated pursuant to GTC Section 27.G., which represent the monthly differences between retained fuel and actual fuel (including lost and unaccounted for volumes), for each month of the Settlement Period shall be accounted for in the settlement of the Balancing Tools Account.

3. Balancing Tools Account

Amounts invoiced or paid, and associated volumes if any, related to Operational Purchases and Sales (GTC Sec. 17.C.5), Alert Day Overages (GTC Sec. 13.D.4), Alert Day Underages (GTC Sec. 13.D.5), OBA's subject to cash resolution (GTC Sec. 12.A.), Unauthorized Gas (GTC Sec. 12.D.), Unscheduled Deliveries (GTC Sec. 13.1.C), Deferred Exchanges (GTC Sec. 17.C.6.), non-compliance with OFO's (GTC Sec. 17.C.3), and charges or credits related to non-compliance with any applicable delivery tolerance provisions of the above, as well as the MSS and Pack/Draft provisions, will be recorded in a Balancing Tools Account. Also, fifty percent (50%) of the revenues received by Transporter as compensation for the transportation aspect of MSS Service shall be recorded in the Balancing Tools Account. In addition, Excess Volumetric Cash-Out Volumes and Costs or Revenues, as determined in Section 19.1.A.1.c. above, will be included in the settlement of the Balancing Tool Account. Following the end of each Settlement Period, Transporter will determine the volumetrically balanced net cash balance of the Balancing Tool Account by:

a. Totaling the amounts paid by Transporter, and associated volumes, if any, related to the cost items identified in 19.1.A.3 above plus any Excess Volumetric Cash-Out Volumes and Costs from the Cash-Out Mechanism and any net overretention of fuel by Transporter and the associated costs, and calculating the weighted average unit price associated with such balancing cost transactions; and

GENERAL TERMS AND CONDITIONS
(continued)

4. If the determinations reflected in Annual Report filed pursuant to (3) above result in either: (i) a net cost balance in the Balancing Tool Account of one hundred thousand dollars (\$100,000) or more; or (ii) the Overall Net Cash Balance being equal to a net cost balance of five thousand dollars (\$5,000) or more, Transporter shall, concurrently with the filing of the Annual Report, make a limited Section 4 tariff filing to increase the penalties for non-compliance with the mechanisms recorded in the Balancing Tools Account in order to increase future net revenues recorded in such Account.

20. PRE-GRANTED ABANDONMENT AND RIGHT OF FIRST REFUSAL

A. Pre-Granted Abandonment

1. Subject to the provisions in Section (2) below, service shall expire and shall automatically be abandoned upon contract termination under (i) any firm transportation service agreement with a primary term of less than one (1) year, and (ii) any interruptible transportation agreement regardless of term. Termination and abandonment of any firm transportation service agreement with a term of one (1) year or longer shall be governed by the provisions of Sections 20B and C.
2. The term of service under any firm transportation service agreement existing as of November 2, 1992 may be extended pursuant to the provision of any unilateral rollover provision contained in the service agreement as of that date. For purposes hereof, "unilateral rollover provision" shall mean those provisions giving Shipper the unilateral right to extend the service agreement and such term shall not mean any provision which requires both parties to agree to an extension nor a provision which gives Transporter the right to terminate the Service Agreement.

Shipper and Transporter may, by mutual agreement, include a rollover provision in a firm transportation service agreement subsequent to November 2, 1992 in a form different from that set out in Subsection 20C. However, Transporter is not obligated to offer or agree to any rollover provisions, other than as set out in Section 20C. To the extent that Transporter offers or agrees to any such provision, it must do so on a not unduly discriminatory basis.

Effective Date: 06/01/2000 Status: Effective
FERC Docket: RP00-262-000

First Revised Sheet No. 185 First Revised Sheet No. 185 : Superseded
Superseding: Original Sheet No. 185

GENERAL TERMS AND CONDITIONS
(continued)

unilateral rollover term exercised by the Shipper unless such right has been extinguished under Section C herein. Such Right of First Refusal shall apply only to entitlement under Service Agreements at maximum tariff rates with a term of twelve consecutive months or longer. The Right of First Refusal shall be exercised as follows:

1. Twelve months prior to the expiration of the primary term, or any exercised unilateral rollover provision, Transporter shall post the availability of such capacity for bid on its EBB.
2. Parties interested in acquiring such capacity or any portion thereof shall be required to submit bids for such capacity during a six-month period commencing with the posting. Any bid must include the following information:
 - (a) the identity of the bidder including business address, telephone and facsimile numbers;
 - (b) the Primary Receipt and Delivery points;
 - (c) the Maximum Daily Transportation Quantity (MDTQ) requested;
 - (d) the rate schedule under which service is requested;
 - (e) the rate bid
 - (f) the length of the term the bidder requests;
 - (g) such other information as is required for the bid to be considered a valid request for service under the applicable rate schedule.
3. At the end of the six-month bidding period, Transporter shall provide the Shipper having the Right of First Refusal ("Existing Shipper") with notice of the terms of any bid, or bids acceptable to Transporter. Such notice shall occur within 30 days from the date that the bidding process has closed. On the date of such notice, a 30-day negotiation period shall commence.

GENERAL TERMS AND CONDITIONS
(continued)

- (a) Acceptable Bids -- Transporter shall review all bids on a not unduly discriminatory basis and determine which bids, if any, are acceptable. Transporter shall have no obligation to accept any bid at less than maximum rate. To the extent Transporter elects to accept bids at other than the maximum rate, Transporter shall award the capacity or portion thereof based on the request with the highest present value of the reservation charges for the subject capacity. Transporter shall prorate the available capacity among requests yielding an equivalent net present value. Further, Transporter shall have no obligation to accept any bid if Transporter is unable to provide the requested capacity and service without adversely affecting the availability of total firm capacity on Transporter's system.
 - (b) If no bids acceptable to Transporter are received, Transporter will notify Existing Shipper of the maximum bids received or the fact that no bids were received. Transporter will then negotiate with the Existing Shipper with regard to the rate, term, and other conditions under which Transporter will continue to provide service to the Existing Shipper. Such negotiations will continue for a 30-day period commencing on the date that Transporter informs the Existing Shipper that it has received no acceptable bids. The Existing Shipper will have the right, in the absence of any bids acceptable to Transporter, to retain the right to capacity and service by offering within the 30-day negotiation period to acquire the capacity at the maximum rate applicable to such capacity for such term as Shipper specifies, provided that if Shipper specifies a term of less than one year, then such agreement shall be subject to pregranted abandonment as provided herein.
4. If Transporter notifies the Existing Shipper of an acceptable bid or bids received pursuant to Section 20B.3 above, the Existing Shipper will have 30 days following the date of such notice to provide Transporter notice of the Existing Shipper's decision to match the terms of the best acceptable bid for such capacity, including the rate and

Effective Date: 09/01/1997 Status: Effective
FERC Docket: RP97-462-000

Fourth Revised Sheet No. 187 Fourth Revised Sheet No. 187 : Superseded
Superseding: Third Revised Sheet No. 187

GENERAL TERMS AND CONDITIONS
(continued)

term provisions; provided however, the Existing Shipper is only required to match i) the rate up to the maximum tariff rate for the specific Rate Schedule the capacity is subject to; and ii) the term provision up to five (5) years. If the Existing Shipper fails to exercise the Right of First Refusal, or to notify Transporter of the exercise or non-exercise of the Right of First Refusal within the thirty (30) days specified in this Subsection 4, then upon the expiration of the primary term or any rollover term, as applicable, the Service Agreement shall be abandoned and automatically terminated.

5. Following the thirty (30)-day period specified in Sections 20B.3 and 4 above, as applicable, Transporter will post on its EBB the terms and conditions of each bid received and the identity of the bidder, unless the bidder is not affiliated with Transporter and such nonaffiliated bidder requests confidentiality for unaccepted bids.

C. Option to Avoid Right of First Refusal

Shipper may, at its option, and only within the time periods specified below, elect to extinguish its Right of First Refusal. The terms under which the Right of First Refusal may be extinguished are as follows:

1. Within thirty (30) days after November 1, 1993, for FTS-1 Shippers and within ninety (90) days from the date Rate Schedule FTS-2 becomes effective for FTS-2 Shippers, Shipper must notify Transporter in writing of Shipper's decision to extinguish the Right of First Refusal. Within thirty (30) days following receipt of Shipper's notice the exercise of the right to extinguish, Transporter will amend Shipper's existing contract to provide for a ten (10)-year rollover provision exercisable at the unilateral option of Shipper with the rate for any such rollover term of the maximum rate applicable to such capacity. Such Shipper's notification shall specify whether the ten (10)-year rollover is to be exercised at the end of Shipper's primary term or at the end of an existing unilateral rollover provision in Shipper's Service Agreement. Such ten (10)-year rollover shall supersede any other rollover right of Shipper.
2. The addition of the Rollover provision shall provide Shipper and Transporter with the following rights and obligations:

GENERAL TERMS AND CONDITIONS
(continued)

- (a) Exercise of the Rollover Provision -- Twelve months prior to the expiration of the primary term or existing unilateral rollover provision, as applicable contained herein, Shipper must provide Transporter notice of Shipper's decision of whether to exercise the 10-year rollover provision. The exercise of the rollover will be at the applicable maximum rate for a 10-year term.

Further, twelve months prior to the expiration of any 10-year rollover provision, Shipper must provide Transporter with Notice of Shipper's decision of whether to exercise a subsequent 10-year rollover provision. The exercise of subsequent 10-year rollover provisions also must be at the maximum rate. Shipper is not limited to the number of consecutive 10-year rollover provisions it may elect under this Section 20C.

- (b) Non-Exercise of Rollover Provision -- In the event of non-exercise of the rollover provision, Shipper's Service Agreement shall be subject to pre-granted abandonment and automatically terminated at the end of the primary or rollover term, whichever is applicable.
- (c) Any Shipper that enters into the rollover option shall waive any right it may have under Order No. 500-J to require Transporter to file for abandonment under Section 7(b) of the Natural Gas Act for any portion of such service agreement covered by Order No. 500-J.

21. PROCEDURE FOR REQUESTING NEW OR ADDITIONAL FIRM SERVICE AND INTERRUPTIBLE SERVICE ON EXISTING MAINLINE FACILITIES

Transporter will post on its Electronic Bulletin Board the availability of firm and interruptible capacity for transportation service. Transporter will provide not unduly discriminatory access to transportation capacity to all Shippers, including without limitation, local distribution companies, end-users, producers, brokers, marketers and other potential shippers who desire such service. Transporters's obligation to provide firm service shall also be subject to the availability of existing capacity to provide the requested service.

Effective Date: 09/02/1996 Status: Effective
FERC Docket: RP96-330-001

Substitute Third Revised Sheet No. 188A Substitute Third Revised Sheet No. 188A : Superseded
Superseding: Second Revised Sheet No. 188A

GENERAL TERMS AND CONDITIONS
(continued)

A. Procedures to Obtain Interruptible Capacity

To obtain interruptible capacity, Shippers must have executed a Service Agreement under Rate Schedule ITS-1, and must comply with the nomination procedures set forth at Section 10 of these General Terms and Conditions.

B. Procedures to Obtain Firm Capacity

Transporter's Firm Natural Gas Service Log existing on the effective date of this Tariff, shall be terminated and associated reservation charge payments shall be returned with carrying charges computed by applying the interest rate provided in 18 C.F.R 154.67(c)(2)(iii)(A) (or its successor). If and when any Market Area firm capacity on existing facilities becomes available, other than through the capacity relinquishment program set forth in Section 18, Transporter shall conduct an Open Season for such capacity. Notice of the Open Season shall be posted on the Electronic Bulletin Board for a period of not less than seven (7) days. Shippers or potential Shippers interested in obtaining capacity must submit a request during the specified Open Season. Requests must follow the format set forth in Section 3 of the rate schedule under which the firm capacity is available. Transporter will satisfy all requests which are feasible given existing facilities and existing MDTQ and MDQ and which can be fulfilled without impairment of firm capacity rights held by any other Shipper or without reducing the total contractual entitlements on Transporter's system. To the extent, Transporter is unable to satisfy all of the requests, Transporter shall award the capacity or portion thereof based on the request with the highest present value of the reservation charges and/or other guaranteed revenue stream for the subject capacity not exceeding the maximum rate applicable to such capacity; provided that Transporter shall not be required to satisfy any request for capacity at less than maximum rate, as it may be adjusted from time to time. For the purposes of determining the best bid and allocating capacity, Shippers willing to pay more than the maximum tariff rate will be considered to be paying the maximum tariff rate. Transporter shall prorate the available capacity among requests yielding an equivalent net present value.

Effective Date: 03/01/1997 Status: Effective

FERC Docket: RP97-414-000

Fourth Revised Sheet No. 189 Fourth Revised Sheet No. 189 : Superseded

Superseding: Third Revised Sheet No. 189

GENERAL TERMS AND CONDITIONS
(continued)

- C. Procedures to Obtain Firm Capacity at a New Location Within Shipper's MDTQ
Firm Shippers interested in obtaining firm capacity at a new location or an increase in MDQ at an existing location, which new location or increase in MDQ requires the construction of facilities but not the increase in Shipper's total contractual MDTQ, shall submit a request for capacity pursuant to Section 3 of the FTS-1, FTS-WD or FTS-2 Rate Schedule, but which contains only the information relevant to the changes requested.
- D. Construction of Facilities
Transporter shall have no obligation to modify its existing facilities or construct new facilities in order to receive or deliver Shipper's gas unless otherwise ordered by the Commission. However, if a Shipper requests new or additional transportation service and Transporter is agreeable to providing the requested service it will do so on the following terms, unless otherwise agreed to in writing, on a not unduly discriminatory basis:
1. If Transporter agrees to construct, own and operate lateral pipelines (if applicable), metering and regulating facilities that include electronic measurement and data communication equipment (if applicable) and/or new and/or additional points of delivery to such Shipper or points of receipt from such Shipper: (1) the metering and regulating facilities shall be installed at point(s) which, in Transporter's reasonable judgment, is the most practical, convenient and readily accessible location; (2) the lateral pipeline (if any) shall be installed by use of not less than a nominal four-inch (4") diameter pipe; (3) the Shipper will provide all exhibits necessary to support the proposed service for any needed FERC proceedings and; (4) the Shipper will contribute an aid-to-construction amount to Transporter which is equal to the cost of the additional facilities including all costs involved in filing any applications, pursuing said approvals, and in obtaining all licenses and permits required for the services or construction and, further, amounts necessary to reimburse any costs, including any income taxes that may be incurred by Transporter as a result of the contribution. Transporter and Shipper will agree on which party will construct and/or own and/or operate any facilities to be constructed.
 2. Shippers, whether new or existing, shall bear all costs and expenses attributable to the construction of any lateral pipelines or expansions of existing lateral pipelines. Nothing in this section shall require Transporter to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act.

Effective Date: 10/04/1996 Status: Effective
FERC Docket: RP96-380-000

First Revised Sheet No. 190 First Revised Sheet No. 190 : Superseded
Superseding: Original Sheet No. 190

GENERAL TERMS AND CONDITIONS
(continued)

Further, nothing in this section shall 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 herein, for good cause shown, during any proceeding before the Commission instituted under Section 7 of the Natural Gas Act.

3. On a not unduly discriminatory basis, Transporter may agree to pay for all or part of the cost incurred by Transporter for the modification or construction of taps, valves, measurement equipment, laterals, or other facilities required at receipt or delivery point(s) to effectuate the receipt from, or delivery to, Shipper of natural gas, as requested hereunder, when the construction or modification of such facilities is economically beneficial to Transporter. Notice of any such construction subsidy shall be posted on Transporter's Electronic Bulletin Board for a period of third (30) days following any such agreement.

For the purposes of determining whether a project to receive or deliver gas for Shipper is economically beneficial to Transporter, Transporter will evaluate each prospective project, on a not unduly discriminatory basis, based upon, among other criteria, the cost of the facilities to be constructed for such Shipper by Transporter, the incremental operating and maintenance expenses and/or administrative and general expenses which would be attributable to the facilities, and the revenues which Transporter estimates will be generated as a result of constructing and/or modifying such facilities.

E. Execution of Service Agreements

Upon a determination by Transporter that sufficient capacity exists to provide a requested firm service under 21B or 21C, Transporter will tender to the requesting Shipper a Service Agreement in the form contained in Transporter's FERC Gas Tariff for the requested service. Shipper must execute and return such Service Agreement to Transporter within thirty (30) days of receipt. Failure to so return the executed Service Agreement shall result in Shipper's forfeit of its allocation of capacity under 21B. Any forfeited allocation of capacity shall be reallocated pursuant to the procedures contained herein.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 193 Original Sheet No. 193 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

unless and until it becomes effective without suspension or refund obligations.

D. Remittance to GRI

Transporter shall remit to GRI, not later than fifteen (15) days after the receipt thereof, all monies received by virtue of the GRI RD&D Cost Adjustment Charge, less any amounts properly payable to a Federal, State or Local authority relating to the monies received hereunder.

GENERAL TERMS AND CONDITIONS
(continued)

Order 636 Mechanism and shall mean those costs defined in subsections 24B(1)(d)(i), (ii), and (iii) (i.e., the principal amount of transition costs and all carrying charges associated with such principal amount) which are incurred as the result of promulgation of Commission Order No. 636, et seq. The term Recoverable 636 Transition Costs shall also mean any Transition Costs of the kind described in subsections 24B(1)(d)(i), (ii) and (iii) which Transporter initially files to recover under the Order 636 Mechanism but which are subsequently determined, pursuant to the provisions of subsection 24B(2) below, to be Recoverable Transition Costs (to the extent such costs have been collected pursuant to the Order 636 Mechanism).

- g. Unrecoverable Transition Costs. Unrecoverable Transition Costs shall mean the following:
 - (i) twenty-five percent (25%) of the difference between the Transition Costs defined in subsection 24B(1)(d)(i) incurred on or before July 1, 1992, and \$60 million; and
 - (ii) twenty-five percent (25%) of the Transition Costs included in subsections 24B(1)(d)(i) and (ii), in excess of the Absorption Threshold (defined below);
- h. Absorption Threshold. Absorption Threshold shall be an amount of Transition Costs included in subsections 24B(1)(d)(i) and (ii) equal to \$160 million.
- i. Upstream Costs. Upstream Costs shall mean those costs described in subsection 24B(1)(d)(ii) above.
- j. Subject Gas Purchase Agreements. Subject Gas Purchase Agreements shall mean those Gas Purchase Agreements in effect between Transporter and its suppliers on January 13, 1989.
- k. Subject Entitlement. Subject Entitlement shall be the firm entitlement subject to the reservation surcharges described in this Section 24 and shall mean all firm transportation

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 197 Original Sheet No. 197 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

entitlement under FTS-1 firm service agreements (including such entitlement as it may be subsequently assigned or relinquished) but shall not include Incremental Firm Entitlement.

1. Incremental Firm Entitlement. Incremental Firm Entitlement shall mean firm entitlement which is provided under Transporter's Rate Schedule FTS-2 (pending Commission approval in Docket No. CP92-182) or other firm entitlement associated with Service Agreements wherein service commences after the Effective Date, and which is provided in connection with an expansion of Transporter's facilities.
2. Eligibility. Transporter shall initially be entitled to include Transition Costs it incurs in either the TCR Mechanism or the Order 636 Mechanism subject to an eligibility challenge. In particular, within thirty (30) days following Transporter's filing under subsection 24(B)(4), any customer on Transporter's system may file a challenge at the Commission to require Transporter to recover such costs through the other transition cost recovery mechanism. In the event the Commission agrees with such challenge, Transporter shall move the unrecovered balance of such Transition Costs to the other transition cost recovery mechanism for recovery in accordance with this Section 24.
3. Exclusivity. This Section 24 shall be the only means utilized by Transporter to flowthrough Transition Costs incurred pursuant to the Subject Gas Purchase Agreements. Unrecoverable Transition Costs shall not be recovered by Transporter from Shipper through the TCR Mechanism, the Order No. 636 Mechanism, nor any other cost recovery mechanism.
4. Reporting. Commencing on the date six months after the Effective Date, and every six months thereafter, Transporter shall file with the Commission and provide shipper an annual report describing the activity in the TCR Account and the Order 636 TCR Account.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 197D Original Sheet No. 197D : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

cease unless and until the Order 636 Account again reaches a net debit balance at which time the assessment and crediting of the 636 Reservation Charge shall resume. In addition, Transporter shall credit those usage charge collections received by Transporter under interruptible rate schedules (PTS, PRS and ITS) allocable to recovery of the recoverable 636 transition costs as provided in Section 19. Transporter shall be entitled to retain such interruptible revenues, prior to sharing any such revenues pursuant to the provisions of Section 19, until Transporter has collected an amount equal to ten percent 10% of the principal amount of Recoverable 636 Transition Costs at which time Transporter shall cease crediting such proceeds to the Order 636 Account (until such time as additional Recoverable 636 Transition Costs are debited to the Order 636 Account at which time such crediting shall resume).

3. Term. The 636 Reservation Charge shall terminate at the end of the Primary Recovery Period, except that to the extent upstream costs, and associated carrying charges are billed to Transporter beyond the Primary Recovery Period and such costs are billed on a demand or direct bill basis, Transporter will continue the 636 Reservation Charge as necessary to recover such amounts.

Effective Date: 11/01/1994 Status: Effective
FERC Docket: TM94-4-34-001

First Revised Sheet No. 199 First Revised Sheet No. 199 : Superseded
Superseding: Original Sheet No. 199

GENERAL TERMS AND CONDITIONS
(continued)

for such Former Direct Sale Customer on Sheet No. 9 of this Tariff, Transporter shall not recover any additional Southern Fixed Charges from such former Direct Sale Customer through volumetric surcharges permitted by this section or any other mechanism.

B. Definitions

The following definitions shall apply to this Section 25:

1. "Former Resale Customer" shall mean the jurisdictional resale customers as of December 15, 1988 as listed on Transporter's Index of Entitlements, set forth in Section 9 of Transporter's then effective General Terms and Conditions.
2. "Former Direct Sale Customer" shall mean the direct sale customers listed as of December 15, 1988 in Transporter's Index of Entitlements, set forth in Transporter's then effective Section 9 of the General Terms and Conditions.
3. "Transportation Service" shall mean any transportation service involving deliveries to any Shipper under Transporter's Market Area transportation rate schedules as of September 30, 1993 who have a remaining Southern Fixed Charge obligation.
4. "Annual Recovery Period" shall mean the twelve (12) month period commencing on each June 1st.
5. "Annual Charge Determinant" shall mean projected throughput under Transportation Service for the Annual Recovery Period.

Effective Date: 06/01/1995 Status: Effective

FERC Docket: RP95-259-000

Third Revised Sheet No. 200 Third Revised Sheet No. 200 : Superseded
Superseding: Second Revised Sheet No. 200

GENERAL TERMS AND CONDITION
(continued)

C. Recovery of Southern Fixed Charge Balances

Recovery of Southern Fixed Charge balances will be pursuant to arrangements which have been mutually agreed to between Transporter and affected customers.

D. Modification of Southern Fixed Charges:

In the event the Commission approves or orders any modification to the Southern Fixed Charges, Transporter shall allocate any refund or any retroactive increase in the Southern Fixed Charges between Transportation Services based on the actual volumes for the month in which any such adjustment is attributable.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 202 Original Sheet No. 202 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

the PGA Customer's total actual purchases under Transporter's jurisdictional sales rate schedules for the twelve (12) month period immediately preceding the PGA Termination Date, and the denominator of which is the total of all PGA Customers' actual purchases under Transporter's jurisdictional sales rate schedules during said period.

- (b) With respect to the demand portion of the PGA Account Balance, the PGA Customer's share shall equal the product of (i) the sum of said demand portion plus interest at the FERC Rate; multiplied by (ii) a fraction, the numerator of which is the PGA Customer's average contract demand quantity under Transporter's jurisdictional sales rate schedules for the six (6) month period immediately preceding the PGA Termination Date, and the denominator of which is the average of all PGA Customers' contract demand quantities under Transporter's jurisdictional sales rate schedules for the six (6) month period immediately preceding the PGA Termination Date. Notwithstanding the foregoing however, if the demand portion of the PGA Account Balance is less than or equal to \$200,000.00 (whether debit or credit), the demand portion of the PGA Account Balance shall be netted into the usage portion of the PGA Account Balance and the resulting balance shall be allocated among the PGA Customers as provided in (a) above.

2. Interim Direct Bill/Refund. If at any time following Transporter's issuance of the initial direct bill or cash refund and prior to the end of the twenty-four (24) month period following the PGA Termination Date, the PGA Account Balance accumulated subsequent to the computation of the initial direct bill/refund ("Interim PGA Account Balance"), exceeds a total of

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 203 Original Sheet No. 203 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

two million dollars (whether debit or credit), Transporter shall submit an interim direct bill (or cash refund, as appropriate) to its PGA Customers. The interim direct bill/refund shall be calculated in accordance with the foregoing provisions of Section 26A.1, except that the Interim PGA Account Balance shall be used in the computation and interest at the FERC Rate shall be accrued monthly from the date(s) of the accumulation of the amounts comprising such interim balance.

3. Final Direct Bill/Refund. No later than twenty-four (24) months after the PGA Termination Date, Transporter shall submit a final direct bill (or cash refund, as appropriate) to each of its PGA Customers, which will eliminate any PGA Account Balance remaining after submission of the initial and any interim direct bills/refunds ("Final PGA Account Balance"). The final direct bill/refund shall be calculated in accordance with the provisions of the foregoing Section 26A.1, except that the Final PGA Account Balance shall be used in the computation and interest at the FERC Rate shall be accrued monthly from the date(s) of the accumulation of the amounts comprising such final balance.

B. Payment of Direct Bills

A PGA Customer may elect to pay any direct bill submitted by Transporter under this Section 26 in a single lump sum payment or in twelve (12) monthly installments following Transporter's submission of the direct bill. If a PGA Customer elects to pay in monthly installments, it shall so notify Transporter in writing within 10 days following Transporter's submission of the initial direct bill. Any direct bill, or initial installment thereof, as applicable, shall be paid within thirty (30) days following Transporter's submission, and any subsequent installments shall be paid monthly thereafter. Interest at the FERC Rate

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 204 Original Sheet No. 204 : Superseded

GENERAL TERMS AND CONDITIONS
(continued)

shall accrue on the outstanding balance of any direct bill not paid in full within said initial thirty (30) day period, from the date of Transporter's submission of the direct bill until the date paid in full.

C. PGA Termination Reports

At the time it submits its initial, final, and any interim direct bills/refunds pursuant to this Section 26, Transporter shall also file with the FERC a report ("PGA Termination Report") that summarizes Transporter's calculation of the direct bill/cash refund submitted to each PGA Customer. A copy of said PGA Termination Report shall be served on each PGA Customer and interested state commissions on the day the report is filed with the FERC.

D. Upstream Account 191 Costs

To the extent any Order No. 636 restructuring proceedings on interstate gas pipelines upstream of Transporter's pipeline result in the flow through to Transporter of PGA Account costs, such costs shall be direct billed/refunded separately in accordance with the allocation provisions of Section 26A.1 within ninety (90) days of payment of such costs to upstream pipeline or receipt of any refund amounts from upstream pipeline.

Effective Date: 09/01/1994 Status: Effective
FERC Docket: RP94-332-001

First Revised Sheet No. 206 First Revised Sheet No. 206 : Superseded
Superseding: Original Sheet No. 206

GENERAL TERMS AND CONDITIONS
(continued)

C. Computation of Current Fuel Reimbursement Charge Percentage

The Current Fuel Reimbursement Charge Percentage shall be determined semi-annually by dividing the actual fuel usage and any lost and unaccounted for gas, by the actual quantity of gas delivered by Transporter for the account of Shippers under Rate Schedules FTS-1, SFTS, PTS-1, PRS or ITS-1, excluding quantities recorded in Transporter's Western Division Backhaul, Pooling and Fuel Exempt Quantities. For the purpose of this computation, actual fuel usage and lost and unaccounted for gas and actual quantity of gas delivered by Transporter shall be those volumes related to the six month period commencing one year prior to the effective date of the Fuel Reimbursement Charge Adjustment filing. Transporter may file for adjustments to actual fuel usage and lost and unaccounted for gas or actual quantity of gas delivered to provide for known and measurable changes and to the extent Transporter proposes such adjustments, Transporter shall include supporting workpapers.

D. Computation of the Initial Fuel Reimbursement Charge Percentage

The Initial Fuel Reimbursement Charge Percentage shall commence on the Effective Date of this tariff sheet and shall remain in effect until the next Effective Date of Adjustment. The Initial Fuel Reimbursement Charge Percentage shall be based only on the Current Fuel Reimbursement Charge Percentage set forth in Section 27C and shall not include an Annual Fuel Surcharge.

E. Computation of the Annual Fuel Surcharge

1. The Annual Fuel Surcharge shall be computed by dividing the balance four (4) months prior to January 1 of the Deferred Fuel Account by the estimated quantity of gas delivered by Transporter under Rate Schedules FTS-1, SFTS, PTS-1, PRS, and ITS-1 for the Recovery Period.
2. The Recovery Period for the Annual Fuel Surcharge shall be the twelve (12) billing months beginning January 1.
3. Transporter shall maintain a Deferred Fuel Account with appropriate subaccounts, beginning with the effective date of this Section 27. For each billing month, the applicable subaccounts shall be increased or decreased for a positive or negative change for the billing month.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: RP96-151-000

Eighth Revised Sheet No. 207 Eighth Revised Sheet No. 207 : Superseded
Superseding: Seventh Revised Sheet No. 207

GENERAL TERMS AND CONDITIONS
(continued)

The quantity recorded in the Deferred Fuel Account shall be the difference between (1) the product obtained by multiplying the applicable effective Fuel Reimbursement Charge Percentage by the total market area throughput, and (2) the actual quantities of gas expended for fuel usage, and lost and unaccounted for gas and any change in line pack attributable to operation of the cash-out mechanism during the billing month, less fuel retained by Transporter for Western Division deliveries.

28. ORDER NO. 497 COMPLIANCE

A. Shared Operating Personnel and Facilities

Transporter shares no operating personnel with its marketing affiliate(s) nor with any division (or other operating unit) of Transporter providing sales service (hereinafter "Sales Division").

With respect to shared facilities, Transporter and its marketing affiliate(s) share an office building at 1400 Smith Street, Houston, Texas 77002. However, to the maximum extent practicable, the operating personnel of Transporter and its marketing affiliate(s) and/or Sales Division have been physically segregated.

B. Pursuant to Part 161 of the Commission's Regulations, 18 C.F.R. 161 et seq., Transporter will conduct its business in accordance with the standards of conduct contained in Section 161.3 of the Commission's Regulations.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 209-299 Original Sheet No. 209-299 : Superseded

Original Sheet Nos. 209-299 Have
Been Reserved For Future Use

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 311-449 Original Sheet No. 311-449 : Superseded

Original Sheet Nos. 311-449 Have

Been Reserved For Future Use

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 450 Original Sheet No. 450 : Superseded

FORM OF SERVICE AGREEMENT
Firm Transportation Service

THIS AGREEMENT entered into this ___ day of ____, 19__, by and between Florida Gas Transmission Company, a corporation of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

W I T N E S S E T H :

WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and

WHEREAS, Shipper has completed and submitted to Transporter a valid request for transportation service under Rate Schedule FTS-1 ("Request"); and

WHEREAS, in accordance with such Request, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 451 Original Sheet No. 451 : Superseded

FORM OF SERVICE AGREEMENT
Firm Transportation Service (continued)

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: RP96-123-001

Substitute Third Revised Sheet No. 452 Substitute Third Revised Sheet No. 452 : Superseded
Superseding: Second Revised Sheet No. 452

FORM OF SERVICE AGREEMENT
Firm Transportation Service (continued)

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's Fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's Fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's Fuel, if applicable (as provided in Rate Schedule FTS-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 453 Original Sheet No. 453 : Superseded

FORM OF SERVICE AGREEMENT
Firm Transportation Service (continued)

ARTICLE III
No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

ARTICLE IV
Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 453A Original Sheet No. 453A : Superseded

FORM OF SERVICE AGREEMENT
Firm Transportation Service (continued)

ARTICLE V
Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 454A Original Sheet No. 454A : Superseded

FORM OF SERVICE AGREEMENT
Firm Transportation Service (continued)

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Rate Schedule FTS-1, and the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 456 Original Sheet No. 456 : Superseded

FORM OF SERVICE AGREEMENT
Firm Transportation Service (continued)

ARTICLE IX
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 457 Original Sheet No. 457 : Superseded

FORM OF SERVICE AGREEMENT
Firm Transportation Service (continued)

ARTICLE X
Regulatory Authorizations and Approvals

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 458 Original Sheet No. 458 : Superseded

FORM OF SERVICE AGREEMENT
Firm Transportation Service (continued)

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 460 Original Sheet No. 460 : Superseded

FORM OF SERVICE AGREEMENT
Firm Transportation Service (continued)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by
their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY

By _____

Title _____

Attest:

By _____

Title _____

Date _____

By _____

Title _____

Attest:

By _____

Title _____

Date _____

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 464 Original Sheet No. 464 : Superseded

FORM OF SERVICE AGREEMENT
Firm Transportation Service (continued)

ADDENDUM
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND

DATED
_____, 19__

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

Dated: _____

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 465 Original Sheet No. 465 : Superseded

FORM OF SERVICE AGREEMENT
Small Firm Transportation Service

THIS AGREEMENT entered into this ___ day of _____, 19___, by and between Florida Gas Transmission Company, a corporation of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

W I T N E S S E T H :

WHEREAS, Shipper meets the requirements for service under Rate Schedule SFTS; and

WHEREAS, Transporter is willing to provide firm transportation service to Shipper under Rate Schedule SFTS, a successor schedule to Rate Schedule SGS; and

WHEREAS, Shipper has completed and submitted to Transporter a valid request for transportation service under Rate Schedule SFTS ("Request"); and

WHEREAS, in accordance with such Request, such service will be provided by Transporter for Shipper in accordance with the terms thereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule SFTS, the following terms when used herein shall have the meanings set forth below:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 466 Original Sheet No. 466 : Superseded

FORM OF SERVICE AGREEMENT
Small Firm Transportation Service (continued)

1.1 The term "Rate Schedule SFTS" shall mean Transporter's Rate Schedule SFTS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 468 Original Sheet No. 468 : Superseded

FORM OF SERVICE AGREEMENT
Small Firm Transportation Service (continued)

shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III
No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its SFTS MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this SFTS Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this SFTS Service Agreement.

ARTICLE IV
Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule SFTS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 469 Original Sheet No. 469 : Superseded

FORM OF SERVICE AGREEMENT
Small Firm Transportation Service (continued)

ARTICLE V
Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule SFTS, (b) Rate Schedule SFTS, including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing; and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule SFTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 472 Original Sheet No. 472 : Superseded

FORM OF SERVICE AGREEMENT
Small Firm Transportation Service (continued)

ARTICLE IX
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 473 Original Sheet No. 473 : Superseded

FORM OF SERVICE AGREEMENT
Small Firm Transportation Service (continued)

ARTICLE X
Regulatory Authorizations and Approvals

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule SFTS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 474 Original Sheet No. 474 : Superseded

FORM OF SERVICE AGREEMENT
Small Firm Transportation Service (continued)

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 476 Original Sheet No. 476 : Superseded

FORM OF SERVICE AGREEMENT
Small Firm Transportation Service (continued)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by
their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY

By _____

Title _____

Attest:

By _____

Title _____

Date _____

By _____

Title _____

Attest:

By _____

Title _____

Date _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 479 Original Sheet No. 479 : Superseded

FORM OF SERVICE AGREEMENT
Small Firm Transportation Service (continued)

EXHIBIT C
TO
SMALL FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND

DATED
_____, 19__

Maximum Daily Transportation Quantity

During each day of the months indicated below, the MDTQ applicable hereunder shall be as set forth below:

Period	MDTQ	(MMBtu)
October		
November-March		
April		
May-September		

Date of this Exhibit C: _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 480 Original Sheet No. 480 : Superseded

FORM OF SERVICE AGREEMENT
Small Firm Transportation Service (continued)

ADDENDUM
TO
SMALL FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND

DATED
_____, 19__

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

Dated: _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 481 Original Sheet No. 481 : Superseded

FORM OF SERVICE AGREEMENT
Preferred Transportation Service

THIS AGREEMENT entered into this ____ day of _____, 19__, by and between Florida Gas Transmission Company, a corporation of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper").

W I T N E S S E T H :

WHEREAS, Shipper had, as of November 2, 1992, a Service Agreement under Rate Schedules I or PTS-1 or was a direct interruptible customer of Transporter and is interested in obtaining preferred transportation service from Transporter; and

WHEREAS, Transporter is willing to provide preferred transportation service to Shipper; and

WHEREAS, Shipper has completed and submitted to Transporter a valid request for transportation service under Rate Schedule PTS-1; and

WHEREAS, in accordance with such Request, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 482 Original Sheet No. 482 : Superseded

FORM OF SERVICE AGREEMENT
Preferred Transportation Service (continued)

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule PTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule PTS-1" shall mean Transporter's Rate Schedule PTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 484 Original Sheet No. 484 : Superseded

FORM OF SERVICE AGREEMENT
Preferred Transportation Service (continued)

ARTICLE III
Payment and Rights in the Event of Non-Payment

3.1. Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule PTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE IV
Right to Amend Rates and Terms and Conditions of Service

4.1. This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule PTS-1, (b) Rate Schedule PTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; or (c) any provisions of the

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 487 Original Sheet No. 487 : Superseded

FORM OF SERVICE AGREEMENT
Preferred Transportation Service (continued)

ARTICLE IX
Regulatory Authorizations and Approvals

9.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Preferred Transportation Service to Shipper in accordance with the terms of Rate Schedule PTS-1, this Service Agreement, and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 488 Original Sheet No. 488 : Superseded

FORM OF SERVICE AGREEMENT
Preferred Transportation Service (continued)

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XI
Other Provisions

ARTICLE XII
Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

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

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 489 Original Sheet No. 489 : Superseded

FORM OF SERVICE AGREEMENT
Preferred Transportation Service (continued)

12.3 This Agreement contains Exhibits A, B and C which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

ARTICLE XIII
Superseding of Prior Agreements

This Agreement supersedes and cancels the following Service Agreement(s) between Transporter and Shipper.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER	SHIPPER
FLORIDA GAS TRANSMISSION COMPANY	_____
By _____	By _____
Title _____	Title _____
Attest:	Attest:
By _____	By _____
Title _____	Title _____
Date _____	Date _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 491 Original Sheet No. 491 : Superseded

FORM OF SERVICE AGREEMENT
Preferred Transportation Service (continued)

EXHIBIT B

TO

PREFERRED TRANSPORTATION SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY

AND

DATED

_____, 19__

Point(s) of Delivery

Description of
Point of Delivery

Date of this Exhibit B: _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 492 Original Sheet No. 492 : Superseded

FORM OF SERVICE AGREEMENT
Preferred Transportation Service (continued)

EXHIBIT C
TO
PREFERRED TRANSPORTATION SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND

DATED
_____, 19__

Maximum Annual Transportation Quantity: _____ MMBtu

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 493 Original Sheet No. 493 : Superseded

FORM OF SERVICE AGREEMENT
In-Line Pooling Transportation Service

THIS AGREEMENT, entered into this ___ day of _____, 19___, by and between Florida Gas Transmission Company, a corporation of the State of Delaware ("Transporter"), and _____, ("Shipper"),

WITNESSETH:

WHEREAS, Shipper is interested in obtaining In-Line Pooling Transportation Service ("IPS") from Transporter and Transporter is able to provide In-Line Pooling Transportation Service to Shipper; and

WHEREAS, Shipper has provided Transporter with a request for In-Line Pooling Transportation Service under Rate Schedule IPS; and

WHEREAS, in accordance with such request, Transporter will provide Shipper with the service in accordance with this Service Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule IPS, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule IPS" shall mean Transporter's Rate Schedule IPS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Article 3 hereof or in compliance with any final FERC order affecting such rate schedule.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 495A Original Sheet No. 495A : Superseded

FORM OF SERVICE AGREEMENT
In-Line Pooling Transportation Service (continued)

ARTICLE VII
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 496 Original Sheet No. 496 : Superseded

FORM OF SERVICE AGREEMENT
In-Line Pooling Transportation Service (continued)

ARTICLE VIII
Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide the In-Line Pooling Transportation Service to Shipper in accordance with the terms of Rate Schedule IPS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under the Service Agreement.

ARTICLE IX
Pressure

9.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

9.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE X
Other Provisions

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 496A Original Sheet No. 496A : Superseded

FORM OF SERVICE AGREEMENT
In-Line Pooling Transportation Service (continued)

ARTICLE XI
Miscellaneous

11.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

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

11.3 This Agreement contains Exhibit A which is incorporated fully herein.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 497 Original Sheet No. 497 : Superseded

FORM OF SERVICE AGREEMENT
In-Line Pooling Transportation Service (continued)

11.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

11.5 The provisions of the General Terms and Conditions of Transporter's Tariff, as they may be amended from time to time shall apply to and be incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY

By _____

Title _____

Attest:

By _____

Title _____

Date _____

By _____

Title _____

Attest:

By _____

Title _____

Date _____

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 498 Original Sheet No. 498 : Superseded

FORM OF SERVICE AGREEMENT
In-Line Pooling Transportation Service (continued)

EXHIBIT A
TO
IN-LINE POOLING GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND

DATED
_____, 19__

Maximum Daily Transportation Quantity

During each day of the months indicated below, the MDTQ applicable hereunder shall be as set forth below:

Period	MDTQ	(MMBtu)
October		
November-March		
April		
May-September		

Date of this Exhibit A: _____

Effective Date: 06/01/1994 Status: Effective
FERC Docket: RP94-217-001

First Revised Sheet No. 499 First Revised Sheet No. 499 : Superseded
Superseding: Original Sheet No. 499

Transportation Request No. _____
(for internal use only)
Transportation Agreement No. _____
Effective Date: _____

FORM OF SERVICE AGREEMENT
Interruptible Transportation Service

Interruptible Transportation Service Agreement
ITS-1 Rate Schedule

THIS TRANSPORTATION SERVICE AGREEMENT by and between Florida Gas
Transmission Company, ("Transporter"), and _____, a _____
("Shipper") covering the transportation of natural gas on an interruptible
basis by Transporter for Shipper as more particularly described herein, is
entered into in accordance with the following terms and conditions:

1. This transportation shall be provided pursuant to Subpart _____ of
Part 284 of the Federal Energy Regulatory Commission's ("Commission")
regulations. This transportation is provided on behalf of
_____.
2. Quantity - Maximum Daily Transportation Quantity (MDTQ) is _____
MMBtu per day.

Effective Date: 06/01/1994 Status: Effective
FERC Docket: RP94-217-001

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

FORM OF SERVICE AGREEMENT
Interruptible Transportation Service (continued)

7. This Agreement supersedes and cancels the following Transportation Service Agreement(s) between the parties hereto:

8. Other Provisions:

9. Additional Terms and Conditions: The Additional Terms and Conditions listed on the reverse side hereof and Exhibit "A" are incorporated herein by reference and are made a part of this Agreement.

This Transportation Service Agreement when executed by Shipper constitutes a contract with Florida Gas Transmission Company for the transportation of natural gas, subject to the terms and conditions appearing on the face and reverse side hereof and Exhibit "A".

FLORIDA GAS TRANSMISSION COMPANY

Shipper
By _____
Title _____
Attest _____

By _____
Title _____
Attest _____

Effective Date: 06/01/1994 Status: Effective
FERC Docket: RP94-217-001

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

FORM OF SERVICE AGREEMENT
Interruptible Transportation Service (continued)

TERMS AND CONDITIONS

SECTION 1: Transportation Quantity

1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth on the face of this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Service Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.

1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the Interruptible Transportation Quantity provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: RP96-123-001

Second Revised Sheet No. 503 Second Revised Sheet No. 503 : Superseded
Superseding: First Revised Sheet No. 503
FORM OF SERVICE AGREEMENT Interruptible Transportation
Service (continued)

SECTION 2: Receipt and Delivery

2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.

2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.

2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-007

First Revised Sheet No. 504 First Revised Sheet No. 504 : Superseded
Superseding: Original Sheet No. 504

FORM OF SERVICE AGREEMENT
Interruptible Transportation Service (continued)

3.1 Notwithstanding the "Term" set forth in paragraph 3 on the face of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-007

First Revised Sheet No. 509 First Revised Sheet No. 509 : Superseded
Superseding: Original Sheet No. 509

FORM OF SERVICE AGREEMENT
Interruptible Transportation Service (continued)

EXHIBIT B

TO

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY

AND

DATED

Date of this Exhibit B:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 511 Original Sheet No. 511 : Superseded

FORM OF SERVICE AGREEMENT
Primary Transportation Service (continued)

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule PRS, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule PRS" shall mean Transporter's Rate Schedule PRS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 513 Original Sheet No. 513 : Superseded

FORM OF SERVICE AGREEMENT
Primary Transportation Service (continued)

ARTICLE III
Payment and Rights in the Event of Non-Payment

3.1. Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule PRS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE IV
Right to Amend Rates and Terms and Conditions of Service

4.1. This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule PRS, (b) Rate Schedule PRS including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule PRS.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 516 Original Sheet No. 516 : Superseded

FORM OF SERVICE AGREEMENT
Primary Transportation Service (continued)

ARTICLE IX
Regulatory Authorizations and Approvals

9.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Primary Transportation Service to Shipper in accordance with the terms of Rate Schedule PRS, this Service Agreement, and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 517 Original Sheet No. 517 : Superseded

FORM OF SERVICE AGREEMENT
Primary Transportation Service (continued)

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XI
Other Provisions

ARTICLE XII
Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided, however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

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

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 16-003

Original Sheet No. 518 Original Sheet No. 518 : Superseded

FORM OF SERVICE AGREEMENT
Primary Transportation Service (continued)

12.3 This Agreement contains Exhibits A, B and C which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY

By: _____

Title: _____

Attest:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Attest:

By: _____

Title: _____

Date: _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 520 Original Sheet No. 520 : Superseded

FORM OF SERVICE AGREEMENT
Primary Transportation Service (continued)

EXHIBIT B

TO

PRIMARY TRANSPORTATION SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY

AND

DATED

_____, 19__

Point(s) of Delivery

Description of
Point of Delivery

Date of this Exhibit B: _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 521 Original Sheet No. 521 : Superseded

FORM OF SERVICE AGREEMENT
Primary Transportation Service (continued)

EXHIBIT C
TO
PRIMARY TRANSPORTATION SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY
AND

DATED
_____, 19__

Maximum Annual Transportation Quantity: _____ MMBtu

Maximum Daily Transportation Quantity: _____ MMBtu

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 528-599 Original Sheet No. 528-599 : Superseded

Original Sheet Nos. 528-599 Have

Been Reserved For Future Use

Effective Date: 04/01/1996 Status: Effective
FERC Docket: RP96-123-001

Substitute Second Revised Sheet No. 530 Substitute Second Revised Sheet No. 530 : Superseded
Superseding: First Revised Sheet No. 530

FORM OF SERVICE AGREEMENT
Firm Transportation Service (continued)
FTS-2

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's Fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's Fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's Fuel, if applicable (as provided in Rate Schedule FTS-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 600 Original Sheet No. 600 : Superseded

INDEX OF PURCHASERS

PURCHASERS UNDER FERC GAS TARIFF	RATE SCHEDULE (S) UNDER WHICH SERVICE IS RENDERED	DATE OF EXECUTION	EFFECTIVE DATE	TERM
-------------------------------------	---	----------------------	-------------------	------

The Index of Purchasers will be
filed upon execution of all agreements.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 601-649 Original Sheet No. 601-649 : Superseded

Original Sheet Nos. 601-649 Have

Been Reserved For Future Use

Effective Date: 11/01/1998 Status: Effective
 FERC Docket: RP99-351-000

Third Revised Sheet No. 650 Third Revised Sheet No. 650 : Superseded
 Superseding: Second Revised Sheet No. 650

INDEX OF REQUIREMENTS BY END-USE PRIORITY
 FOR THE 12 MONTH PERIOD ENDING JUNE 30,

1998

(VOLUMES IN MMBtu PER DAY)

CUSTOMER	JAN	FEB	MAR	APR	MAY	PRIORITY JUN	JUL	AUG	SEP	OCT	NOV	DEC
Blountstown, City of						1	97	96	77	113	270	423
472	304	249		152	107	113						
Blountstown, City of				Total			97	96	77	113	270	423
472	304	249		152	107	113						
Buckeye Florida, L.P.						1	250	250	250	250	250	250
250	250	250		250	250	250						
Buckeye Florida, L.P.				Total			250	250	250	250	250	250
250	250	250		250	250	250						
CF Industries, Inc.						2	0	506	0	0	0	0
0	0	1004		0	752	0						
CF Industries, Inc.				Total			0	506	0	0	0	0
0	0	1004		0	752	0						
Cargill Fertilizer, Inc.						1	4	4	4	4	4	4
4	4	4		4	4	4						
Cargill Fertilizer, Inc.						2	420	420	420	420	420	420
532	365	420		529	420	402						
Cargill Fertilizer, Inc.				Total			424	424	424	424	424	424
536	369	424		533	424	406						
Chattahoochee, City of						1	38	39	39	80	184	272
229	226	176		69	44	35						
Chattahoochee, City of				Total			38	39	39	80	184	272
229	226	176		69	44	35						
Chesapeake Util. Corp.						1	1875	1652	1954	1795	2338	2657
3232	3523	2892		3026	2196	1912						
Chesapeake Util. Corp.						2	2542	2631	3199	4682	4788	5088
5348	4166	4611		4296	3634	3581						
Chesapeake Util. Corp.				Total			4417	4283	5153	6477	7126	7745
8580	7689	7503		7322	5830	5493						
Chipley, City of						1	87	84	91	133	259	383
335	325	262		128	104	121						
Chipley, City of				Total			87	84	91	133	259	383
335	325	262		128	104	121						
City Gas Company of Florida						1	16288	16526	15898	17028	18945	19920
23112	22317	20829		18674	18700	16598						
City Gas Company of Florida						2	1305	1311	1317	1208	1160	1328
1217	972	1210		1104	1077	1074						
City Gas Company of Florida				Total			17593	17837	17215	18236	20105	21248
24329	23289	22039		19778	19777	17672						
Clearwater, City of						1	3523	3231	3129	3151	4028	5015
5782	6295	5890		5369	4318	3835						
Clearwater, City of				Total			3523	3231	3129	3151	4028	5015
5782	6295	5890		5369	4318	3835						
Coca-Cola Company						2	1018	1166	1097	1044	1144	2526
2254	2111	1663		1726	1903	2119						
Coca-Cola Company				Total			1018	1166	1097	1044	1144	2526
2254	2111	1663		1726	1903	2119						
Coronet Industries Inc.						2	1516	1847	1912	1779	2106	1546
2003	1500	875		1718	2115	1092						
Coronet Industries Inc.				Total			1516	1847	1912	1779	2106	1546
2003	1500	875		1718	2115	1092						

Effective Date: 11/01/1998 Status: Effective
 FERC Docket: RP99-351-000

Second Revised Sheet No. 651 Second Revised Sheet No. 651 : Superseded
 Superseding: First Revised Sheet No. 651

INDEX OF REQUIREMENTS BY END-USE PRIORITY
 FOR THE 12 MONTH PERIOD ENDING JUNE 30,

1998

(VOLUMES IN MMBtu PER DAY)

CUSTOMER	JAN	FEB	MAR	APR	MAY	PRIORITY JUN	JUL	AUG	SEP	OCT	NOV	DEC
Crescent City, City of						1	82	90	84	80	157	151
308	280	226	195	117		83						
Crescent City, City of Total							82	90	84	80	157	151
308	280	226	195	117		83						
DeFuniak Springs, City of						1	163	115	113	153	117	255
317	708	456	302	196		114						
DeFuniak Springs, City of Total							163	115	113	153	117	255
317	708	456	302	196		114						
Entex, Tx						1	7	6	7	8	21	19
32	23	11	11	8		7						
Entex, Tx Total							7	6	7	8	21	19
32	23	11	11	8		7						
Floralia Natural Gas Board						1	25	31	41	82	140	211
257	141	99	42	29		27						
Floralia Natural Gas Board Total							25	31	41	82	140	211
257	141	99	42	29		27						
Florida Dept. of Management Svcs.						1	425	411	400	416	589	746
694	709	622	435	385		380						
Florida Dept. of Management Svcs. Total							425	411	400	416	589	746
694	709	622	435	385		380						
Florida Power Corporation						1	2809	2703	2866	3247	3032	3255
3083	3208	3533	2630	2696		2833						
Florida Power Corporation Total							2809	2703	2866	3247	3032	3255
3083	3208	3533	2630	2696		2833						
Florida Public Utilities Co.						1	6587	6700	7049	8611	10748	13211
13307	13854	13519	10465	8258		7256						
Florida Public Utilities Co.						2	236	239	246	237	251	243
260	225	274	229	227		228						
Florida Public Utilities Co. Total							6823	6939	7295	8848	10999	13454
13567	14079	13793	10694	8485		7484						
Ft Meade, City of						1	64	57	61	63	91	82
188	161	122	105	84		78						
Ft Meade, City of Total							64	57	61	63	91	82
188	161	122	105	84		78						
Ft Pierce Utility Authority						1	959	873	924	1005	1160	1371
1691	1431	1360	1200	1063		966						
Ft Pierce Utility Authority						2	28	28	32	37	43	50
65	38	30	26	24		22						
Ft Pierce Utility Authority Total							987	901	956	1042	1203	1421
1756	1469	1390	1226	1087		988						
Gainesville, City of						1	3585	3580	3719	4278	7172	10289
8930	9163	8297	4623	3814		3513						
Gainesville, City of Total							3585	3580	3719	4278	7172	10289
8930	9163	8297	4623	3814		3513						
Geneva Co. Gas District						1	201	238	362	521	525	733
1025	1017	576	415	311		336						
Geneva Co. Gas District Total							201	238	362	521	525	733
1025	1017	576	415	311		336						
Gulfside Industries Inc.						1	113	130	79	78	240	183
243	273	206	179	120		87						

Gulfside Industries Inc.	Total										
243	273	206	179	120	87	113	130	79	78	240	183

Effective Date: 11/01/1998 Status: Effective
 FERC Docket: RP99-351-000

Second Revised Sheet No. 652 Second Revised Sheet No. 652 : Superseded
 Superseding: First Revised Sheet No. 652

INDEX OF REQUIREMENTS BY END-USE PRIORITY
 OR THE 12 MONTH PERIOD ENDING JUNE 30, 1998

(VOLUMES IN MMBtu PER DAY)

CUSTOMER	FEB	MAR	APR	MAY	PRIORITY JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
Indiantown Gas Co.					1	41	41	49	49	56	73	84
83	57	59		52	57							
Indiantown Gas Co.					2	175	73	145	196	620	1887	2445
2277	2518	2178		1781	602							
Indiantown Gas Co. Total						216	114	194	245	676	1960	2529
2360	2575	2237		1833	659							
James River					2	416	472	304	343	404	374	417
378	442	375		458	422							
James River Total						416	472	304	343	404	374	417
378	442	375		458	422							
Jay, Town of					1	17	17	32	98	226	145	136
139	74	50		29	19							
Jay, Town of					2	0	1	0	56	174	111	31
1	0	0		0	0							
Jay, Town of Total						17	18	32	154	400	256	167
140	74	50		29	19							
Lake Apopka Nat. Gas					1	713	739	739	728	953	1343	1850
1819	1546	1335		867	772							
Lake Apopka Nat. Gas					2	14	10	13	12	12	17	12
16	21	16		11	24							
Lake Apopka Nat. Gas Total						727	749	752	740	965	1360	1862
1835	1567	1351		878	796							
Lake City, City of					1	481	494	463	411	971	1357	1489
1783	1321	814		543	510							
Lake City, City of Total						481	494	463	411	971	1357	1489
1783	1321	814		543	510							
Leesburg, City of					1	628	634	646	686	1007	1232	2218
2169	1291	1081		787	821							
Leesburg, City of					2	890	1020	1060	1050	1260	1470	1966
1572	1410	1630		1780	1167							
Leesburg, City of Total						1518	1654	1706	1736	2267	2702	4184
3741	2701	2711		2567	1988							
Live Oak, City of					1	127	94	135	136	155	190	381
395	288	215		132	133							
Live Oak, City of					2	95	97	96	113	110	123	102
84	103	96		103	89							
Live Oak, City of Total						222	191	231	249	265	313	483
479	391	311		235	222							
Madison, City of					1	135	138	124	148	303	456	496
579	426	280		156	132							
Madison, City of					2	361	373	399	401	407	415	389
381	413	384		380	384							
Madison, City of Total						496	511	523	549	710	871	885
960	839	664		536	516							
Marianna, City of					1	378	392	409	525	920	1204	1133
1133	902	475		410	385							
Marianna, City of Total						378	392	409	525	920	1204	1133
1133	902	475		410	385							

Effective Date: 11/01/1998 Status: Effective
 FERC Docket: RP99-351-000

Second Revised Sheet No. 653 Second Revised Sheet No. 653 : Superseded
 Superseding: First Revised Sheet No. 653

INDEX OF REQUIREMENTS BY END-USE PRIORITY
 OR THE 12 MONTH PERIOD ENDING JUNE 30,

1998

(VOLUMES IN MMBtu PER DAY)

CUSTOMER	JAN	FEB	MAR	APR	MAY	PRIORITY JUN	JUL	AUG	SEP	OCT	NOV	DEC
Okaloosa Co. Gas Dist.						1	3870	3812	4256	4423	7549	10282
16299	13694	8492		6286	4629	4350						
Okaloosa Co. Gas Dist. Total							3870	3812	4256	4423	7549	10282
16299	13694	8492		6286	4629	4350						
Palatka Gas Authority						1	324	324	347	430	778	1443
1460	898	716		449	387	367						
Palatka Gas Authority Total							324	324	347	430	778	1443
1460	898	716		449	387	367						
Peoples Gas System						1	63753	62023	66749	67816	81216	90898
110316	114742	94196		87841	77156	70407						
Peoples Gas System						2	28681	25178	24868	25765	29638	32620
32863	35816	33565		35578	32497	38690						
Peoples Gas System Total							92434	87201	91617	93581	110854	123518
143179	150558	127761		123419	109653	109097						
Perry, City of						1	177	187	190	258	490	901
953	556	409		227	207	187						
Perry, City of						2	92	85	125	87	106	85
96	98	112		115	107	104						
Perry, City of Total							269	272	315	345	596	986
1049	654	521		342	314	291						
Reedy Creek Imp. Dist.						1	1355	1354	1323	1381	1411	1454
1499	1503	1488		1486	1471	1421						
Reedy Creek Imp. Dist. Total							1355	1354	1323	1381	1411	1454
1499	1503	1488		1486	1471	1421						
Sebring Gas System						1	92	92	107	103	148	168
174	171	186		142	123	114						
Sebring Gas System Total							92	92	107	103	148	168
174	171	186		142	123	114						
South Florida Natural Gas						1	410	392	410	376	507	673
1043	1205	792		699	478	483						
South Florida Natural Gas Total							410	392	410	376	507	673
1043	1205	792		699	478	483						
St. Joe Natural Gas						1	1167	1198	1243	867	1649	2027
2097	2050	1901		1720	1517	1573						
St. Joe Natural Gas Total							1167	1198	1243	867	1649	2027
2097	2050	1901		1720	1517	1573						
Starke, City of						1	153	157	179	185	294	503
599	428	298		204	181	172						
Starke, City of Total							153	157	179	185	294	503
599	428	298		204	181	172						

Effective Date: 11/01/1998 Status: Effective
 FERC Docket: RP99-351-000

Third Revised Sheet No. 654 Third Revised Sheet No. 654 : Superseded
 Superseding: Second Revised Sheet No. 654

INDEX OF REQUIREMENTS BY END-USE PRIORITY
 OR THE 12 MONTH PERIOD ENDING JUNE 30,

1998

(VOLUMES IN MMBtu PER DAY)

CUSTOMER	JAN	FEB	MAR	APR	MAY	PRIORITY JUN	JUL	AUG	SEP	OCT	NOV	DEC
Sunrise, City of						1	781	666	674	915	1031	1317
1410	1253	1181	1047	956	925							
Sunrise, City of Total							781	666	674	915	1031	1317
1410	1253	1181	1047	956	925							
Tallahassee, City of						1	2848	2747	2727	2673	4099	5666
8727	8611	5157	4602	3524	2984							
Tallahassee, City of Total							2848	2747	2727	2673	4099	5666
8727	8611	5157	4602	3524	2984							
U.S. Agri-Chem Corp.						2	390	2003	0	0	0	0
0	0	0	0	1850	0							
U.S. Agri-Chem Corp. Total							390	2003	0	0	0	0
0	0	0	0	1850	0							
Williston, City of						1	66	66	64	79	138	212
175	187	164	81	66	58							
Williston, City of Total							66	66	64	79	138	212
175	187	164	81	66	58							
Priority 1 Total							114698	109680	115147	120136	151139	177719
212947	214402	176931	154737	133779	121585							
Priority 2 Total (?50000)							38179	37460	35233	37430	42643	48303
50000	50000	48671	50000	49119	50000							
Grand Total							152877	147140	150380	157566	193782	226022
262947	264402	225602	204737	182898	171585							

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 655 Original Sheet No. 655 : Superseded

INDEX OF REQUIREMENTS BY END-USE PRIORITY
FOR THE 12 MONTH PERIOD ENDING JUNE 30, 1989
(VOLUMES IN THERMS PER DAY)

DIST./ BUYER MAY	JUNE	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Perry, FL 2320	2361	1	2162	1957	2276	2169	3763	6429	6094	7060	6135	4049
City of 2153	2341	2	2690	1824	1783	1779	2099	1930	2021	2242	1918	2196
	4473		4852	3781	4059	3948	5862	8359	8115	9302	8053	6245
	4702											
Reedy Creek 5036	1782	1	3962	4335	798	5890	1892	6927	6043	7618	2651	5480
Util. Co., FL 13630	16435	4	11406	11256	13027	11015	16129	14938	14191	15633	19268	14591
	18666		15368	15591	13825	16905	18021	21865	20234	23251	21919	20071
	18217											
St. Joe Nat. 1688	1612	1	1863	1844	2670	1600	3018	6337	4112	6062	3232	3009
Gas Co., FL 9007	9148	4	8253	8638	2778	8214	8188	9134	9038	8882	8151	9130
	25793	5	28946	31305	29544	26862	15021	23800	27644	28890	24618	28199
	7795	6	8181	9897	6046	9584	10138	11033	12031	9712	6832	7057
	44283		47243	51684	41038	46260	36365	50304	52825	53546	42833	47395
	42195											
Sebring Gas 819	785	1	720	724	739	739	812	1138	1299	1251	1341	992
System, FL 819	785		720	724	739	739	812	1138	1299	1251	1341	992
South FL Nat. 3849	3506	1	3348	3107	3047	3720	5082	8311	6872	8810	6982	4697
Gas, FL 3648	5523	5	3470	3917	4921	2675	1793	2820	2820	3364	2783	2479
	7497		6818	7024	7968	6395	6875	11131	9692	12174	9765	7176
	9029											
Starke, FL 1697	1572	1	1446	1519	1573	2228	1783	4736	3486	4249	2977	2234
City of 1697	1572		1446	1519	1573	2228	1783	4736	3486	4249	2977	2234
Sunrise, FL 7970	7392	1	7127	6933	6849	7539	8681	11536	10428	12653	11794	8863
City of 7970	7392		7127	6933	6849	7539	8681	11536	10428	12653	11794	8863

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 656 Original Sheet No. 656 : Superseded

INDEX OF REQUIREMENTS BY END-USE PRIORITY
FOR THE 12 MONTH PERIOD ENDING JUNE 30, 1989
(VOLUMES IN THERMS PER DAY)

DIST./ BUYER MAY	JUNE	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Tallahassee, 25635	26768	1	27006	26918	35317	37999	60943	49071	48440	49673	36736	28890
City of, FL 25635	26768		27006	26918	35317	37999	60943	49071	48440	49673	36736	28890
Util. Board 440	375	1	382	374	417	1246	1013	1850	1500	1909	1207	750
Florala, AL 440	375		382	374	417	1246	1013	1850	1500	1909	1207	750
Williston, FL 762	652	1	659	655	909	1238	1100	2666	1923	1595	1338	964
City of 762	652		659	655	909	1238	1100	2666	1923	1595	1338	964
West Florida 31682	32374	1	36001	30270	29702	38491	49194	87096	64619	80750	60331	48294
Natural, FL 826	741	2	617	812	545	672	730	739	532	736	781	644
25178	22071	4	17113	22679	22231	22593	19554	15464	22333	25076	24521	22984
37028	26668	7	18206	25008	30551	27694	23252	25253	39695	29750	26607	23316
94714	81854		71937	78769	83029	89450	92730	128552	127179	136312	112240	95238
Adams Pkg. Asso 6014		5				1498	4695	11124	13988	9498	3629	2961
Inc., FL 4010	398	6					2012	9101	11445	7771	907	
10024	398					1498	6707	20225	25433	17269	4536	2961
Aluminum Co. of 1801	2137	5	1904	2991	2981	3024	2987	3324	2869	2614	2972	1821
America, FL 1201	1425	6	896	1625	1224	1592	1642	1940	1545	2096	1600	1490
3002	3562		2800	4616	4205	4616	4629	5264	4414	4710	4572	3311
Aristech Chem. 618	620	4	507	494	558	461	633	544	572	618	628	580
Corp., FL 618	620		507	494	558	461	633	544	572	618	628	580
Basic Magnesia 784	743	2	723	1039	420	865	817	513	761	975	526	717
Inc., FL 7805	12267	4	4355	5345	5249	5934	6148	4556	5498	1514	5964	10069
8589	13010		5078	6384	5669	6799	6965	5069	6259	2489	6490	10786
CF Industries 138	172	4				501			11	53		13
In., FL 7830	6670	5	5360	5846	6301	5710	5257	7369	5642	5646	6223	7194
1776	1842	6	11170	2227	5477	1510	4264	1798	4511	4810	5941	3979
9744	8684		16530	8073	11778	7721	9521	9167	10164	10509	12164	11186

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 657 Original Sheet No. 657 : Superseded

INDEX OF REQUIREMENTS BY END-USE PRIORITY
FOR THE 12 MONTH PERIOD ENDING JUNE 30, 1989
(VOLUMES IN THERMS PER DAY)

DIST./BUYER MAY	JUNE	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Citrus World, 9520 8465 Inc., FL 15873 8438		2	8931	10902	10502	8946	7052	9137	9953	8367	7726	7583
		5	164			1003	3669	11664	17619	13996	9968	11313
7238 4816		6	470	681	67	1701	5058	9219	13595	12975	7314	7964
32631 21719			9565	11583	10569	11650	15779	30020	41167	35338	25008	26860
The Coca Cola C 16059 18157 FL		2	3405	10752	13433	9349	10091	11376	10625	10096	17963	16145
21917 546		5				263	2199	14322	16499	16429	19757	
8318 3904		8	7438	2769	512	4675	3330	22120	31133	25278	9133	17228
46294 22607			10843	13521	13945	14024	13684	35695	56080	51873	43525	53130
Consolidated 12861 14770 Minerals, FL		2	16040	10707	10924	10304	12009	19544	12510			6895
14223 14681		5	30843	22203	21340	25078	23599	26131	24349	23853	24030	24254
27084 29451			46883	32910	32264	35382	35608	45675	36859	23853	24030	31149
Deseret Ranches 23 19 of Florida, FL		2	13	13	13	18	19	36	23	29	26	16
23 19			13	13	13	18	19	36	23	29	26	16
Estech, Inc. FL 16682 11706		5	12106	13111	19615	13029	27486	19996	12572	16368	8788	9652
16682 11706			12106	13111	19615	13029	27486	19996	12572	16368	8788	9652
Farmland Ind. 12780 13457 Inc. FL		2	9193	10520	11785	14364	13450	13811	14539	14899	12979	14951
83		6		6				13			1	
12863 13457			9193	10526	11785	14364	13450	13824	14539	14899	12980	14951
Feldspar Corp. 3862 3607 FL		4	3361	4020	3933	4089	3973	4163	4103	3988	3827	3798
904 825		5	710	855	957	922	850	862	899	919	1028	917
4766 4432			4071	4875	4890	5011	4823	5025	5002	4907	4855	4715
Florida Power & 852939 1150940 Light, FL		5	817363	821933	674712	276452	369802	312123	339270	419662	542622	581727
3447061 3149060		9	3482637	3478067	3625288	2523548	2180198	2237877	2210730	2130338	2007378	2218273
4300000 4300000			4300000	4300000	4300000	2800000	2550000	2550000	2550000	2550000	2550000	2800000
Enron Gas 136283 131899 Proc., FL		4	121465	131834	109652	65163	85283	93086	113082	111791	150459	152698
39445 39463		5	37449	37329	35014	30243	29808	28184	38148	39434	38990	39385
			158914	169163	144666	95406	115091	121270	151230	151225	189449	192083

175728 171362

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 658 Original Sheet No. 658 : Superseded

INDEX OF REQUIREMENTS BY END-USE PRIORITY
FOR THE 12 MONTH PERIOD ENDING JUNE 30, 1989
(VOLUMES IN THERMS PER DAY)

DIST./BUYER MAY	JUNE	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Ft. Pierce Util 52501 49381		5							4207	13832	50630	47189
Auth., FL 66201 69812		8	62793	74047	50906	20047	43708	18008	30932	19663	29530	48652
			62793	74047	50906	20047	43708	18008	35139	33495	80160	95841
118702	119193											
Gainesville Reg 18323 11431		5	6273	9089	6444	3353	5116	6408	6513	5064	9381	13321
Util., FL 48653 28190		8	38680	33608	27955	5532	6267	21881	4416	11437	50351	80784
		9	98874	84273	80692	11034	10582	30052	25153	18838	82163	142771
93808	117035		143827	126970	115091	19919	21965	58341	36082	35339	141895	236876
160784	156656											
Gardinier, Inc. 2661 2534		2	2506	2409	2912	4030	3764	3813	3802	3925	3843	3212
FL 6338 7995		5	4970	4872	4023	5926	5434	4296	6128	6238	6820	5616
		6	6908	4318	6994	1354	8104	3909	1130	4064	2921	3877
2435	4602		14384	11599	13929	11310	17302	12018	11060	14227	13584	12705
11434	15131											
Georgia Pacific 17760 13574		4	17105	18257	19419	18366	19773	20487	18331	20354	20275	17606
Corp., FL 17760 13574			17105	18257	19419	18366	19773	20487	18331	20354	20275	17606
Gold Bond Bldg. 31480 31548		5	33191	36550	33472	36679	34883	31573	36824	37343	20919	32808
Products, FL 31480 31548			33191	36550	33472	36679	34883	31573	36824	37343	20919	32808
Homestead, FL 22049 20894		5	17238	19917	18728	11356	6715	6008	4709	6435	9703	26402
City of 22049 20894			17238	19917	18728	11356	6715	6008	4709	6435	9703	26402
IMC Fertilizer 12235 11126		5	9957	7673	9123	9397	10423	10220	12109	10121	11973	10336
Inc., FL 12235 11126			9957	7673	9123	9397	10423	10220	12109	10121	11973	10336
Jacksonville 457 232		4	1635	704	1688	846	1705	946	2624	512	334	605
Electric Auth. 6572 14988		8	0	0	0	0	496	1401	0	590	1745	3949
FL 42971 34780		9	33608	49296	32483	49154	25576	47653	16130	48898	47921	45446
			35243	50000	34171	50000	27777	50000	18754	50000	50000	50000
50000	50000											
Kissimmee, FL 43873 62847		5	43967	57555	53652	18304	12560	29257	5470	19169	6521	7557
City of 43873 62847			43967	57555	53652	18304	12560	29257	5470	19169	6521	7557
Lakeland, FL 4294 1890		5	116	861	2315	466	252	672	210	1078	33	665
City of		8	12340	19814	2105	6280	18526	16048	289	7093	3782	32998

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 660 Original Sheet No. 660 : Superseded

INDEX OF REQUIREMENTS BY END-USE PRIORITY
 FOR THE 12 MONTH PERIOD ENDING JUNE 30, 1989
 (VOLUMES IN THERMS PER DAY)

DIST./ BUYER MAY	JUNE	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Raiford Div. of 1812 2299 Corrections, FL 1812 2299		1	2362	2318	4387	2202	3524	7114	5060	5152	5023	1792
Tallahassee, FL 5620 2667 City of 346215 383341 351835 386008		5		3588	685	295		3885	457	442	1931	3487
		9	497474	511426	522786	415087	395738	419545	305218	350733	308822	287275
			497474	515014	523471	415382	395738	423430	305675	351175	310753	290762
US Agri Chem. 2651 125 Corp., FL 3253 4233 5904 4358		2	1073				1061	90	181	6		
		4	33	34	451	2692	1771	14	62	24	21	25
		5	3298	3977	3932	3552	4003	4833	4283	3866	3919	4038
			4404	4011	4383	6244	6835	4937	4526	3896	3940	4063
Vero Beach, FL 69937 93055 City of 69937 93055		9	62629	114445	81409	53739	18176	54396	28715	72875	49910	77169
			62629	114445	81409	53739	18176	54396	28715	72875	49910	77169
Wenczel Tile Co 2619 2192 of FL, FL 2619 2192		4	928	2452	2427	2510	2435	2402	2557	2625	2614	2671
			928	2452	2427	2510	2435	2402	2557	2625	2614	2671

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 661 Original Sheet No. 661 : Superseded

INDEX OF REQUIREMENTS BY END-USE PRIORITY
FOR THE 12 MONTH PERIOD ENDING JUNE 30, 1989
(VOLUMES IN THERMS PER DAY)

PRIORITY		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
MAY	JUNE										
1		1047537	1024614	1032962	1179702	1297610	1855170	1588432	1824341	1575330	1281805
1131021	1066248										
2		270727	293431	307703	308101	315532	370481	396396	400340	379324	378584
378273	343142										
4		341393	375069	365785	322595	348352	348283	384670	394266	438950	434888
405149	392148										
5		1539819	1587528	1426957	973928	1057391	1146764	1268251	1362824	1352104	1414611
1800777	2069476										
6		90413	91499	91251	100250	123636	147449	182165	195328	156207	153439
152831	121827										
7		80129	81720	99000	88176	76714	126468	166633	143226	118069	146405
131911	105036										
8		227165	257111	215787	141107	146976	160114	151938	139761	217932	333169
346465	299419										
9		4747892	4899125	4983665	3830741	3215657	3287074	2693528	2984237	3491155	3809106
4948539	4546856										
		8345075	8610097	8523110	6944600	6581868	7441803	6832013	7444323	7729071	7952007
9294966	8944152										

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 662-699 Original Sheet No. 662-699 : Superseded

Original Sheet Nos. 662-699 Have

Been Reserved For Future Use

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 16-003

Original Sheet No. 700 Original Sheet No. 700 : Superseded

INDEX OF ENTITLEMENTS

	7/91-6/92	FIRM	PREFERRED	TOTAL
	ESSENTIAL	SALES SERVICE	SALES SERVICE	RESALE
	AGRICULTURAL	MAXIMUM	ANNUAL	ANNUAL
DISTS./BUYER	PRIORITY 2	CONTRACT	VOLUMETRIC	VOLUMETRIC
-----	-----	QUANTITY	ENTITLEMENT	ENTITLEMENT
-----	-----	-----	-----	-----

The Index of Entitlements will be
filed upon execution of all agreements.

