

## Table of Contents

Fourth Revised Sheet No. 0	4
Fourth Revised Sheet No. 1	5
Fifth Revised Sheet No. 2	6
First Revised Sheet No. 3	7
First Revised Sheet No. 4	8
Twelfth Revised Sheet No. 5	9
Substitute Original Sheet No. 10	10
First Revised Sheet No. 40	11
Sixth Revised Sheet No. 43	12
Second Revised Sheet No. 44	13
Fifth Revised Sheet No. 45	14
Second Revised Sheet No. 46	15
Third Revised Sheet No. 49	16
First Revised Sheet No. 50	17
Sixth Revised Sheet No. 52	18
Second Revised Sheet No. 53	19
Fifth Revised Sheet No. 54	20
Second Revised Sheet No. 55	21
Fifth Revised Sheet No. 56	22
Second Revised Sheet No. 57	24
Fifth Revised Sheet No. 58	25
First Revised Sheet No. 59	26
Sheet Nos. 60 - 99	27
Third Revised Sheet No. 62	28
First Revised Sheet No. 64	29
Second Revised Sheet No. 69	30
Fourth Revised Sheet No. 100	31
Third Revised Sheet No. 101	32
Third Revised Sheet No. 102	33
Third Revised Sheet No. 103	34
Sixth Revised Sheet No. 104	35
Substitute Original Sheet No. 105	36
First Revised Sheet No. 107	37
First Revised Sheet No. 108	38
Substitute Original Sheet No. 109	39
Substitute Original Sheet No. 112	40
Substitute Original Sheet No. 113	41
First Revised Sheet No. 115	42
First Revised Sheet No. 117	43
Original Sheet No. 117A	44
Original Sheet No. 118A	45
Fifth Revised Sheet No. 119	46
Third Revised Sheet No. 119A	47
First Revised Sheet No. 119B	48
Sixth Revised Sheet No. 120	49

Second Revised Sheet No. 121	50
Substitute First Revised Sheet No. 121A	51
Original Sheet No. 121B	52
Sixth Revised Sheet No. 122	53
Fifth Revised Sheet No. 123	54
Second Revised Sheet No. 124	55
Sixth Revised Sheet No. 129	56
Fourth Revised Sheet No. 130	57
Second Revised Sheet No. 131	58
Substitute Fourth Revised Sheet No. 132	59
Fourth Revised Sheet No. 132	60
Fourth Revised Sheet No. 133	61
Substitute First Revised Sheet No. 134	62
Original Sheet No. 134B	63
Second Revised Sheet No. 135	64
First Revised Sheet No. 136	65
Second Revised Sheet No. 137	66
Third Revised Sheet No. 138	67
Fifth Revised Sheet No. 139	68
Substitute Second Revised Sheet No. 140	69
Original Sheet No. 140A	70
Third Revised Sheet No. 143	71
Fourth Revised Sheet No. 148	72
Third Revised Sheet No. 148A	73
Fourth Revised Sheet No. 148A	74
Third Revised Sheet No. 148B	75
Fourth Revised Sheet No. 148B	76
First Revised Sheet No. 149	77
Third Revised Sheet No. 150	78
Seventh Revised Sheet No. 150	79
Second Revised Sheet No. 156	80
Substitute Fourth Revised Sheet No. 157	81
Original Sheet No. 157A	82
Fourth Revised Sheet No. 159	83
Second Revised Sheet No. 173	84
Third Revised Sheet No. 173	85
Original Sheet No. 173A	86
First Revised Sheet No. 173A	87
Original Sheet No. 173B	88
Original Sheet No. 173C	89
Second Revised Sheet No. 175	90
First Revised Sheet No. 176	91
First Revised Sheet No. 177A	92
Third Revised Sheet No. 178	93
First Revised Sheet No. 181	95
First Revised Sheet No. 182	96

Substitute First Revised Sheet No. 186	97
First Revised Sheet No. 189	98
Second Revised Sheet No. 190	100
Fourth Revised Sheet No. 196	101
First Revised Sheet No. 197	102
Seventh Revised Sheet No. 199	104
Eighth Revised Sheet No. 199	105
Third Revised Sheet No. 200	106
Substitute Original Sheet No. 203	107
Original Sheet No. 204	108
Sheet Nos. 205-209	109
Third Revised Sheet No. 300	110
First Revised Sheet No. 303	112
First Revised Sheet No. 306	114
Second Revised Sheet No. 309	115
First Revised Sheet No. 311	116
First Revised Sheet No. 312	117

Effective Date: 08/01/2001 Status: Effective

FERC Docket: RP01-473-000

**Fourth Revised Sheet No. 0** Fourth Revised Sheet No. 0 : Superseded  
Superseding: Third Revised Sheet No. 0

FERC GAS TARIFF

THIRD REVISED VOLUME NO. 1

(Supersedes Second Revised Volume No. 1)

of

STINGRAY PIPELINE COMPANY

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning this Tariff  
Should be Addressed to:

David P. Halphen, Secretary and Treasurer  
Stingray Pipeline Company  
1301 McKinney, Suite 700  
Houston, TX 77010  
Telephone: (713) 230-3110  
Fax: (713) 265-3110  
Email: dphalphen@shell-gt.com

Effective Date: 07/01/2002 Status: Effective

FERC Docket: RP00-620-002

**Fourth Revised Sheet No. 1** Fourth Revised Sheet No. 1 : Effective

Superseding: Third Revised Sheet No. 1

TABLE OF CONTENTS

Third Revised Volume No. 1

Sheet No.

Preliminary Statement. . . . .	3
System Map . . . . .	4
Currently Effective Rates. . . . .	5
Rate Schedules	
FTS Firm Transportation Service. . . . .	40
ITS Interruptible Transportation Service . . . . .	50
FTS-2 Firm Transportation Service. . . . .	59
General Terms and Conditions	
1. Definitions. . . . .	100
2. Assignment to Downstream Customers of Pipeline Shippers. . . . .	105
3. Priority of Service. . . . .	106
4. Receipt Points . . . . .	117
5. Delivery of Gas for the Account of Shipper . . . . .	118
6. Nomination/Reporting and Balancing . . . . .	119
7. Pooling Point. . . . .	124
8. Determination of Daily Receipts. . . . .	126
9. Determination of Deliveries. . . . .	128
10. Operational Flow Orders. . . . .	129
11. Imbalances . . . . .	132
12. Unauthorized Delivery of Gas . . . . .	137
13. Statements, Billing, Payment and Discounting Policy. . . . .	139
14. Evaluation of Credit . . . . .	141
15. Information and Communications Regarding Services . . . . .	143
16. Capacity Release by Firm Shippers. . . . .	148
17. Advertisement and Marketing Fees . . . . .	176
18. Pre-Granted Abandonment, Contract Rollovers and Right of First Refusal . . . . .	177
19. Operational Control. . . . .	181
20. Measurement. . . . .	183
21. Pressure and Delivery Conditions . . . . .	184
22. Quality of Gas . . . . .	185
23. Force Majeure. . . . .	187
24. Possession of Gas, Title and Responsibility. . . . .	188
25. Notification . . . . .	189
26. Facilities/Obligation to Carry Out Agreement/Filings . . . . .	191

Effective Date: 04/01/2003 Status: Effective

FERC Docket: RP00-620-002

**Fifth Revised Sheet No. 2** Fifth Revised Sheet No. 2 : Superseded  
Superseding: Fourth Revised Sheet No. 2

TABLE OF CONTENTS  
-----

Third Revised Volume No. 1  
Sheet No.  
-----

-----

General Terms and Conditions (contd.)

27. Indemnification . . . . .  
. . 192  
28. Successors and Assigns . . . . .  
. . 193  
29. Regulation . . . . .  
. . 194  
30. Miscellaneous . . . . .  
. . 195  
31. Complaint Procedure . . . . .  
. . 197  
32. Annual Charges Adjustment Charge . . . . .  
. . 198  
33. Gas Industry Standards Board (GISB) Standards . . . . .  
. . 199  
34. Negotiated Rates . . . . .  
. . 201  
35. Discount Retention . . . . .  
. 204

Form of Service Agreements

Rate Schedules FTS and ITS . . . . .  
. . 300  
Rate Schedule FTS-2 . . . . .  
. . 303  
System License Agreement . . . . .  
. . 306  
Interactive Internet Website User Access Authorization . . . . .  
. . 312

*Effective Date: 08/01/2002 Status: Effective*  
*FERC Docket: RP03-532-000*

**First Revised Sheet No. 3** First Revised Sheet No. 3 : Effective  
Superseding: Original Sheet No. 3

PRELIMINARY STATEMENT

Stingray Pipeline Company, L.L.C. is a natural gas company engaged in the business of transporting natural gas. Its transmission line extends from offshore Louisiana in the West Cameron, East Cameron and Vermilion Areas, onshore to a point near Holly Beach, Louisiana.

The transportation of natural gas is undertaken by Stingray Pipeline Company, L.L.C. only under written contracts acceptable to it after consideration of its commitments to others, delivery capacity, and other factors deemed pertinent by it.

*Effective Date: 04/08/1998 Status: Effective*

*FERC Docket: GT98- 28-000*

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

SYSTEM MAP



Effective Date: 01/01/2003 Status: Effective  
 FERC Docket: RP99-166-004

**Twelfth Revised Sheet No. 5** Twelfth Revised Sheet No. 5 : Effective  
 Superseding: Eleventh Revised Sheet No. 5

CURRENTLY EFFECTIVE RATES  
 -----

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each rate is separate and independent and a change in any such rate shall not thereby effect a change in any other rate schedule. 1/

	Maximum Rate (Per Dth)	Minimum Rate (Per Dth)
Rate Schedule FTS Reservation Rate	\$2.99	
Commodity Rate	\$0.0018	\$0.0000
Authorized Overrun Rate	\$0.1000	\$0.0018
Rate Schedule FTS-2 Commodity Rate	\$0.1000	\$0.0018
Authorized Overrun Rate	\$0.1000	\$0.0018
Daily Conditional Reservation Rate	\$0.0982	\$0.0000
Rate Schedule ITS Commodity Rate	\$0.1000	\$0.0018

Currently Effective  
Rate  
Per Dth  
-----

Annual Charge Adjustment Provision ACA Rate	\$.0021
--	---------

1/Maximum daily quantities and rates set forth in individual service agreements on an Mcf basis shall be deemed to have been converted to a thermal billing basis utilizing a factor of 1.038 Btu.

*Effective Date: 12/01/1993 Status: Effective*  
*FERC Docket: GT94- 53-000*

**Substitute Original Sheet No. 10** Substitute Original Sheet No. 10 : Effective  
Superseding: Sheet Nos. 10 Through 39

NOTICE OF CANCELLATION  
OF  
RATE SCHEDULE T-1  
-----

The following tariff sheets have been superseded:

Original Sheet Nos. 10 through 39

Effective Date: 08/01/2002 Status: Effective  
FERC Docket: RP03-532-000

**First Revised Sheet No. 40** First Revised Sheet No. 40 : Effective  
Superseding: Original Sheet No. 40

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule FTS is available to any entity (hereinafter called Shipper) which: (a) submits to Stingray Pipeline Company, L.L.C. (hereinafter called Stingray) a valid request as defined in Section 3 hereof which Stingray has firm capacity available on all affected portions of its System and the firm operational capability to satisfy; and (b) executes a Firm Transportation Service Agreement FTS Agreement) with Stingray applicable to service under this Rate Schedule FTS. The form of FTS Agreement is contained in this Tariff. There is no limitation on the number of FTS Agreements any one Shipper may have.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The transportation service provided under this Rate Schedule FTS shall be performed under Part 284 of the Commission's Regulations. This Rate Schedule FTS shall apply to all gas transported by Stingray for Shipper pursuant to an FTS Agreement.

2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in this Tariff. Stingray shall have the right to waive any one or more specific defaults by any Shipper if such default will not affect the integrity of Stingray's System or the quality of service and on a basis which is not unduly discriminatory, provided that such waiver is not inconsistent with any applicable Commission Regulations or orders, and provided also that any waiver given to a Shipper by Stingray shall be made available to all Shippers during the time period when it is in effect. No such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

2.3 Service hereunder shall consist of the acceptance by Stingray of natural gas tendered by Shipper for transportation at Receipt Points specified in the FTS Agreement, the transportation of that natural gas through Stingray's pipeline System, and the delivery of that natural gas by Stingray to Shipper or for Shipper's account at the Delivery Points specified in the FTS Agreement. Stingray shall not be required to accept any gas tendered in excess of the Maximum Daily Quantity (MDQ) specified in the FTS Agreement

**Sixth Revised Sheet No. 43** Sixth Revised Sheet No. 43 : Effective  
Superseding: Fifth Revised Sheet No. 43

RATE SCHEDULE FTS

- (c) Stingray shall tender an FTS Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Stingray, a request for service shall be invalid if Shipper fails to execute an FTS Agreement hereunder within thirty (30) days after an FTS Agreement has been tendered by Stingray for execution.
- 3.2 Requests for service hereunder shall be deemed valid only after Shipper submits to Stingray the information specified in this Section via Stingray's Interactive Internet Website or in writing to Stingray's Transportation Services, at 1301 McKinney, Suite 700, Houston, Texas 77010, or Fax Number (713) 230-3150. The information required for a valid request shall be as follows:
- (a) GAS QUANTITIES  

The request shall specify in Dth the aggregate MDQ and the MDQ for each Firm Point, exclusive of applicable Company Use Gas; provided, however, that Stingray shall not be obligated to accept requests for an aggregate MDQ of less than one hundred (100) Dth per day.
  - (b) RECEIPT POINT(S)  

The request shall specify the Firm Point(s) at which Shipper desires Stingray to receive gas.
  - (c) DELIVERY POINT(S)  

The request shall specify the Firm Point(s) at which Shipper desires Stingray to deliver gas.
  - (d) LIMITATION OF POINTS
    - (1) A Shipper may request any number of Firm Receipt and Firm Delivery Points so long as the summation of MDQs at all Firm Receipt Points and at all Firm Delivery Points equals the aggregate MDQ.
    - (2) The availability to Shipper of Interruptible Receipt and Delivery Points, and the related priorities and volumes, are governed by the General Terms and Conditions.

Effective Date: 08/01/2001 Status: Effective  
FERC Docket: RP01-473-000

**Second Revised Sheet No. 44** Second Revised Sheet No. 44 : Effective  
Superseding: First Revised Sheet No. 44

RATE SCHEDULE FTS

(e) TERM OF SERVICE

The request shall specify:

- (1) The date service is requested to commence, which date may not be more than three (3) months after the date of the request unless and to the extent a longer period results from the proper application of Section 18 of the General Terms and Conditions of this Tariff; and
- (2) The date service is requested to terminate.

(f) CREDIT

Acceptance of a request is contingent upon a satisfactory credit appraisal by Stingray in accordance with the General Terms and Conditions of this Tariff.

(g) COMPLIANCE WITH FTS TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule FTS, including the applicable General Terms and Conditions.

Effective Date: 08/01/2001 Status: Effective

FERC Docket: RP01-473-000

**Fifth Revised Sheet No. 45** Fifth Revised Sheet No. 45 : Effective  
Superseding: Fourth Revised Sheet No. 45

RATE SCHEDULE FTS

4. TERM

- (a) The term of service hereunder shall be set forth in the FTS Agreement between Shipper and Stingray.
- (b) The General Terms and Conditions of this Tariff shall govern the applicability of, and the terms and conditions relating to, rollovers and the right of first refusal vis a vis an FTS Agreement. Upon termination of any FTS Agreement, and subject to any such rollover or right of first refusal, service by Stingray to Shipper thereunder shall be terminated and automatically abandoned.
- (c) Stingray may terminate any FTS Agreement if Stingray is required by the FERC or some other agency or court to provide firm service for others utilizing the System capacity or capability required for service under such FTS Agreement or if Stingray ceases (after receipt of any requisite regulatory authorization) to offer service of the type covered by the FTS Agreement. Stingray's ability to terminate any FTS Agreement under this provision is intended to ensure that the contract term does not extend beyond the regulatory authority to provide the service and that the contract is consistent with the regulatory authority to provide the service.

5. RATE

- 5.1 Shipper shall pay Stingray each month under this Rate Schedule FTS a two-part rate consisting of: (a) a Reservation Charge, based on Shipper's MDQ, which consists of the Monthly Reservation Cost; and (b) a Commodity Charge for each Dth of gas received for transportation. Shipper shall also pay Stingray such other charges as are identified in this Tariff.

Where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 34 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula on which the Shipper is willing to agree.

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97- 68-005

**Second Revised Sheet No. 46** Second Revised Sheet No. 46 : Effective  
Superseding: First Revised Sheet No. 46

RATE SCHEDULE FTS  
-----

5.2 Shipper shall reimburse Stingray for Company Use Gas required in transporting gas hereunder as provided by Section 1.4 of the General Terms and Conditions.

5.3 (a) Shipper shall reimburse Stingray within five (5) days after costs have been incurred by Stingray for all fees required by the FERC or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).

(b) If Stingray constructs, acquires or modifies any facilities to perform service hereunder, then as specified in an agreement between the parties either:

(1) Shipper shall reimburse Stingray for the cost of such facilities or facility modifications; or

(2) Stingray shall assess a monthly charge reflecting such facility costs.

5.4 The ACA charge will be assessed, when applicable, as provided in the General Terms and Conditions of this Tariff, on volumes received by Stingray from Shipper under this Rate Schedule FTS.

5.5 (a) Stingray shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Rate Schedule FTS, including both the level and design of such rates and charges; or (2) the terms and conditions of this Rate Schedule FTS. Stingray agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Stingray's existing FERC Gas Tariff as may be found necessary to assure that its provisions are just and reasonable.

(b) If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Stingray to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the FTS Agreement or a separate discount agreement, be increased to the highest such rate. Should additional

Effective Date: 07/01/2002 Status: Effective  
FERC Docket: RP00-620-002

**Third Revised Sheet No. 49** Third Revised Sheet No. 49 : Effective  
Superseding: Second Revised Sheet No. 49

RATE SCHEDULE FTS

8. OVERRUN SERVICE

Upon request of Shipper, Stingray may (but is not obligated to) receive, transport, and deliver on any day quantities of natural gas in excess of Shipper's MDQ under the FTS Agreement when, in Stingray's reasonable judgment, the capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Stingray to meet its other obligations. In granting requests for overrun service, Stingray shall act in a manner consistent with the overrun service priorities set out in the General Terms and Conditions of this Tariff. Shipper shall pay Stingray the applicable rate for Authorized Overrun Service set forth in this Tariff. Except for Authorized Overrun Service hereunder, Shipper shall pay Stingray an Unauthorized Overrun Charge of \$10 per Dth if gas tendered to Stingray or deliveries to Shipper under an FTS Agreement exceed the MDQ under such FTS Agreement during times an Operational Flow Order has been issued pursuant to Section 10 of the General Terms and Conditions. Any Unauthorized Overrun Charges collected hereunder shall be credited to Compliant Shippers pursuant to Section 10 of the General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

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



Effective Date: 08/01/2002 Status: Effective  
FERC Docket: RP03-532-000

**First Revised Sheet No. 50** First Revised Sheet No. 50 : Effective  
Superseding: Original Sheet No. 50

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule ITS is available to any entity (hereinafter called Shipper) which: (a) submits to Stingray Pipeline Company, L.L.C. (hereinafter called Stingray) a valid request as defined in Section 3 hereof; and (b) executes an Interruptible Transportation Service Agreement (ITS Agreement) with Stingray applicable to service under this Rate Schedule ITS. The form of ITS Agreement is contained in this Tariff. There is no limitation on the number of ITS Agreements any one Shipper may have.

2. APPLICABILITY, CHARACTER AND PRIORITY OF SERVICE

2.1 This Rate Schedule ITS defines an interruptible transportation service. This Rate Schedule ITS shall apply to all gas received by Stingray for Shipper pursuant to an ITS Agreement. As more fully set out in the General Terms and Conditions of this Tariff, Stingray is not providing a supply service under this Rate Schedule ITS.

2.2 Service hereunder shall consist of the acceptance by Stingray of natural gas from or for the account of Shipper at Receipt Point(s) under the ITS Agreement, the transportation of that natural gas through Stingray's System, and the delivery of that natural gas by Stingray to Shipper or for Shipper's account at Delivery Point(s) under the ITS Agreement. Stingray shall not be required: (a) to accept on any day gas tendered, or to deliver on any day gas requested, in excess of the Maximum Daily Quantity (MDQ) specified in the ITS Agreement; (b) to accept or deliver on any day gas hereunder which is not properly nominated pursuant to and to the extent required by the General Terms and Conditions of this Tariff.

2.3 The service provided under this Rate Schedule ITS shall be performed under Part 284 of the Commission's Regulations. Shipper shall only tender gas for transportation under this Rate Schedule ITS to the extent such service would qualify under the applicable statutes, regulations, Commission orders and the blanket certificate authorizing service by Stingray under this Rate Schedule. For service under Subpart B of Part 284 of the Commission's Regulations, Shipper shall provide to Stingray appropriate certification, including sufficient information in order

**Sixth Revised Sheet No. 52** Sixth Revised Sheet No. 52 : Effective  
Superseding: Fifth Revised Sheet No. 52

RATE SCHEDULE ITS

- (b) Stingray shall promptly notify Shipper if it cannot satisfy an otherwise valid request because such request is incomplete or does not comply with this Rate Schedule ITS. Any request shall be null and void unless it is substantially complete and complies with this Rate Schedule. In the event a request is substantially but not entirely complete, Stingray shall inform Shipper in writing of the specific items needed to complete the ITS Agreement, after which Shipper shall have fifteen (15) days to provide the specified information. In the event such information is not received within fifteen (15) days, Shipper's request shall be null and void.
  - (c) Stingray shall tender an ITS Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Stingray, a request for service shall be invalid if Shipper fails to execute an ITS Agreement hereunder within thirty (30) days after an ITS Agreement has been tendered by Stingray for execution.
- 3.2 Requests for service hereunder shall be deemed valid only after the following information is provided by Shipper via Stingray's Interactive Internet Website or in writing to Stingray's Transportation Services, at 1301 McKinney, Suite 700, Houston, Texas 77010, or Fax Number (713) 230-3150:

(a) GAS QUANTITIES

The request shall specify in Dth the aggregate MDQ, exclusive of applicable Company Use Gas; provided, however, that Stingray shall not be obligated to accept requests for an aggregate MDQ of less than one hundred (100) Dth per day.

(b) AVAILABILITY OF POINTS

- (1) A Shipper may utilize all available Receipt and Delivery Points on Stingray's System under any ITS Agreement, as more fully set out in the General Terms and Conditions of this Tariff.
- (2) The available volume and priorities at any point shall be governed by the General Terms and Conditions of this Tariff.

Effective Date: 08/01/2001 Status: Effective  
FERC Docket: RP01-473-000

**Second Revised Sheet No. 53** Second Revised Sheet No. 53 : Effective  
Superseding: First Revised Sheet No. 53

RATE SCHEDULE ITS

(c) TERM OF SERVICE

The request shall specify:

- (1) The date service is requested to commence, which date may not be more than three (3) months after the date of the request; and
- (2) The date service is requested to terminate.

(d) CREDIT

Acceptance of a request is contingent upon a satisfactory credit appraisal by Stingray in accordance with the General Terms and Conditions of this Tariff.

(e) COMPLIANCE WITH ITS TARIFF

Submission of a request for service hereunder shall be deemed agreement by Shipper that it will abide by the terms and conditions of this Rate Schedule ITS, including the applicable General Terms and Conditions.

Effective Date: 08/01/2001 Status: Effective

FERC Docket: RP01-473-000

**Fifth Revised Sheet No. 54** Fifth Revised Sheet No. 54 : Effective  
Superseding: Fourth Revised Sheet No. 54

RATE SCHEDULE ITS

4. TERM

- (a) The term of service hereunder shall be set forth in the ITS Agreement between Shipper and Stingray. Stingray may terminate the ITS Agreement if Shipper fails to cause gas to be delivered during any twelve (12) consecutive calendar months when capacity is available, unless Shipper's failure to deliver gas was attributable to circumstances of Force Majeure.
- (b) The General Terms and Conditions of this Tariff shall govern the applicability of rollovers vis a vis an ITS Agreement. Upon termination of any ITS Agreement, and subject to such rollovers, service by Stingray to Shipper thereunder shall be terminated and automatically abandoned.
- (c) Stingray may terminate any ITS Agreement if Stingray is required by the FERC or some other agency or court to provide service for others utilizing the interruptible System capacity or capability required for service under such ITS Agreement or if Stingray ceases (after receipt of any requisite regulatory authorization) to offer service of the type covered by the ITS Agreement.

5. RATE

- 5.1 Shipper shall pay Stingray each month under this Rate Schedule ITS a one-part Commodity Charge for each Dth of gas received for transportation, together with such other charges as are identified in this Tariff. The maximum Monthly Commodity Charge shall be the applicable maximum unit rate set out in this Tariff multiplied by the quantity of gas actually received by Stingray for transportation during the billing month.

Where a Shipper has agreed to pay a Negotiated Rate or a rate under a Negotiated Rate Formula, the rates assessed hereunder shall be governed by Section 34 of the General Terms and Conditions of this Tariff. A request for service at a Negotiated Rate or a rate under a Negotiated Rate Formula shall specify the Negotiated Rate or Negotiated Rate Formula on which the Shipper is willing to agree.

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97- 68-005

**Second Revised Sheet No. 55** Second Revised Sheet No. 55 : Effective  
Superseding: First Revised Sheet No. 55

RATE SCHEDULE ITS  
-----

5.2 Shipper shall reimburse Stingray for any Company Use Gas in transporting gas hereunder as provided by Section 1.4 of the General Terms and Conditions.

5.3 (a) Shipper shall reimburse Stingray within five (5) days after costs have been incurred by Stingray for all fees required by the FERC or any regulatory body including, but not limited to, filing, reporting, and application fees to the extent such fees are specifically related to service for that Shipper hereunder and are not generally applicable fees (such as general rate case filing fees).

(b) If Stingray constructs, acquires or modifies any facilities to perform service hereunder, then as specified in an agreement between the parties either:

(1) Shipper shall reimburse Stingray for the cost of such facilities or facility modifications; or

(2) Stingray shall assess a monthly charge reflecting such facility costs.

5.4 The ACA charge will be assessed, when applicable, as provided in the General Terms and Conditions of this Tariff, on volumes received by Stingray from Shipper under this Rate Schedule ITS.

5.5 (a) Stingray shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in: (1) the rates and charges applicable under this Rate Schedule ITS, including both the level and design of such rates and charges; or (2) the terms and conditions of this Rate Schedule ITS. Stingray agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Stingray's existing FERC Gas Tariff as may be found necessary to assure that its provisions are just and reasonable.

(b) If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises allows or permits Stingray to collect, or to negotiate to collect, a higher rate for the service hereunder, the rate shall, subject to any contrary provision of the ITS Agreement or a separate discount agreement, be increased to the highest such rate. Should additional

RATE SCHEDULE ITS

documentation be required in order for Stingray to collect such highest rate, Shipper shall execute or provide such documentation within fifteen (15) days after a written request by Stingray. If, at any time and from time to time, the FERC or any other governmental authority having jurisdiction in the premises requires Stingray to charge a lower rate for transportation service hereunder, the rate shall be decreased to such reduced rate.

- 5.6 Stingray may from time to time and at any time, upon twenty-four (24) hours' verbal or written notice, including notification through its Internet Web Site subject to any provisions on discounting in the ITS Agreement or in a separate discount agreement, charge any individual Shipper for service under this Rate Schedule ITS a rate which is lower than the applicable maximum rate set forth in this Tariff; provided, however, that such rate charged may not be less than the applicable minimum rate for service under Rate Schedule ITS set forth in this Tariff. Stingray will confirm any verbal notice of the applicable rate in writing or via its Internet Web Site. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Unless otherwise agreed in the ITS Agreement or in a separate discount agreement, Stingray may at any time further change such rate (subject to any restrictions as to maximum or minimum rates set out in this Tariff, the ITS Agreement and/or any discount agreement) upon twenty-four (24) hours' verbal notice to Shipper, which notice shall be confirmed in writing or via its Internet Web Site. Such notification shall specifically state the effective date of such rate change and the quantity of gas so affected. Stingray shall file with the Commission any and all reports as required by the Commission's Regulations with respect to the institution or discontinuance of any discount.
- 5.7 Stingray may, but is not obligated to, transport liquids for Shipper. Any transportation of liquids on behalf of Shipper shall be pursuant to a separate agreement, which agreement shall set out the negotiated rate for such transportation.
6. NOMINATIONS, SCHEDULING CHARGES, IMBALANCES AND OVERRUN CHARGES
- (a) Shipper shall provide Stingray with daily nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause gas to be delivered to Stingray at Receipt Point(s), and to cause gas to be taken from Stingray at Delivery Point(s), in accordance with the information supplied to

Stingray.

Effective Date: 01/01/1995 Status: Effective  
FERC Docket: RP94-301-000

**Second Revised Sheet No. 57** Second Revised Sheet No. 57 : Superseded  
Superseding: First Revised Sheet No. 57

RATE SCHEDULE ITS  
-----

(b) Would the Shipper support an extension of  
Stingray's market-based ITS rates:

- (1) For one (1) more year;
- (2) For five (5) more years;
- (3) Permanently; or
- (4) For some other period.

(c) Please explain why or why not.

For purposes of this Section 5.8, the term  
"split-connected blocks" shall mean supply blocks which interconnect  
with Stingray and at least one other alternative pipeline. The  
Commission imposed obligation under this Section 5.8 runs solely to  
the Shipper and not to Stingray.

6. NOMINATIONS, SCHEDULING CHARGES, IMBALANCES AND OVERRUN CHARGES

(a) Shipper shall provide Stingray with daily nominations of  
receipts and deliveries by Receipt and Delivery Point in accordance  
with the General Terms and Conditions of this Tariff. It shall be  
Shipper's responsibility to cause gas to be delivered to Stingray at  
Receipt Point(s), and to cause gas to be taken from Stingray at  
Delivery Point(s), in accordance with the information supplied to  
Stingray.

(b) It shall be Shipper's responsibility to keep receipts  
and deliveries in balance. Stingray may curtail service hereunder  
to the extent necessary to bring receipts and deliveries into  
balance. Any imbalance between actual receipts and actual  
deliveries shall be eliminated by cashout on a monthly basis in  
accordance with the General Terms and Conditions of this Tariff.

7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

(a) An ITS Agreement shall include all available Receipt and  
Delivery Points on Stingray's System, as more fully set out in the  
General Terms and Conditions of this Tariff. Stingray's aggregate  
maximum obligation to accept and deliver gas on an interruptible  
basis shall be specified in Mcfs in the ITS Agreement. The volumes  
available at each Receipt and Delivery Point, and the related  
priorities, shall be governed by the General Terms and Conditions of  
this Tariff.



Effective Date: 07/01/2002 Status: Effective  
FERC Docket: RP00-620-002

**Fifth Revised Sheet No. 58** Fifth Revised Sheet No. 58 : Effective  
Superseding: Fourth Revised Sheet No. 58

RATE SCHEDULE ITS

- (b) Conditions of delivery at Receipt and Delivery Points are set out in the General Terms and Conditions of this Tariff.
- (c) Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where gas is tendered to Stingray hereunder; and (2) at or downstream of the Delivery Point(s) where Stingray delivers gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule ITS and must be coordinated with Stingray.

8. OVERRUN SERVICE

Upon request of Shipper, Stingray may (but is not obligated to) receive, transport, and deliver on any day quantities of natural gas in excess of Shipper's MDQ under the ITS Agreement when, in Stingray's reasonable judgment, the capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Stingray to meet its other obligations. In granting requests for Authorized Overrun Service, Stingray shall act in a manner consistent with the overrun service priorities set out in the General Terms and Conditions of this Tariff. Shipper shall pay Stingray the applicable rate for Authorized Overrun Service set forth in this Tariff. Except for Authorized Overrun Service hereunder, Shipper shall pay Stingray an Unauthorized Overrun Charge of \$10 per Dth if gas tendered to Stingray or deliveries to Shipper under an ITS Agreement exceed the MDQ under such ITS Agreement during times an Operational Flow Order has been issued pursuant to Section 10 of the General Terms and Conditions. Any Unauthorized Overrun Charges collected hereunder shall be credited to Compliant Shippers pursuant to Section 10 of the General Terms and Conditions.

9. GENERAL TERMS AND CONDITIONS

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

*Effective Date: 01/01/1995 Status: Effective*

*FERC Docket: RP94-301-000*

**First Revised Sheet No. 59** First Revised Sheet No. 59 : Superseded  
Superseding: Original Sheet No. 59

NOTICE OF CANCELLATION  
OF  
SHEET NO. 59  
-----

The following tariff sheet has been superseded:

Original Sheet No. 59

*Effective Date: 04/01/1994 Status: Effective*

*FERC Docket: RP91-212-012*

**Sheet Nos. 60 - 99** Sheet Nos. 60 - 99 : Superseded

Sheet Nos. 60 through 99  
are being reserved for  
future use.

Effective Date: 08/01/2001 Status: Effective  
FERC Docket: RP01-473-000

**Third Revised Sheet No. 62** Third Revised Sheet No. 62 : Effective  
Superseding: Second Revised Sheet No. 62

RATE SCHEDULE FTS-2  
FIRM TRANSPORTATION SERVICE

- (2) If Stingray cannot satisfy a request due to insufficient System capacity or capability, such request shall be of a continuing nature and shall remain valid unless and until Shipper notifies Stingray that it desires to withdraw its request except as follows: Stingray may at any time tender an FTS-2 Agreement to Shipper consistent with Shipper's request which is conditional on the future availability of System capacity and capability. Such conditional agreement must allow Shipper to void the contract and withdraw its request if Shipper's notice of withdrawal is given prior to Shipper receiving notice from Stingray that System capacity and capability is available and the request is approved. If Shipper declines to execute such an agreement within thirty (30) days, its request shall be null and void.
  - (c) Stingray shall tender an FTS-2 Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Stingray, a request for service shall be invalid if Shipper fails to execute an FTS-2 Agreement hereunder within thirty (30) days after an FTS-2 Agreement has been tendered by Stingray for execution.
- 3.2 Requests for service hereunder shall be deemed valid only after Shipper submits to Stingray the information specified in this Section via Stingray's Interactive Internet Website or in writing to Stingray's Transportation Services, at 1301 McKinney, Suite 700, Houston, Texas 77010, or Fax Number (713) 230-3150. The information required for a valid request shall be as follows:
- (a) GAS QUANTITIES  
The request shall specify in Dth the aggregate MDQ and the MDQ for each Firm Point, exclusive of applicable Company Use Gas; provided, however, that Stingray shall not be obligated to accept requests for an aggregate MDQ of less than one hundred (100) Dth per day.
  - (b) RECEIPT POINT(S)  
The request shall specify the Firm Point(s) at which Shipper desires Stingray to receive gas.

Effective Date: 08/01/2001 Status: Effective  
FERC Docket: RP01-473-000

**First Revised Sheet No. 64** First Revised Sheet No. 64 : Effective  
Superseding: Original Sheet No. 64

RATE SCHEDULE FTS-2  
FIRM TRANSPORTATION SERVICE

(h) SHIPPER'S COMMITMENT

The Shipper's Commitment as specified in  
Section 4 of this Rate Schedule FTS-2.

4. COMMITMENT

4.1 Every request for service under this Rate Schedule FTS-2 shall include Shipper's commitment to deliver into and ship through Stingray's Pipeline Facilities for the life of the reserves, all natural gas (in excess of natural gas required by Shipper for use on its Leases) produced by or for the account of Shipper, or any Affiliate thereof, attributable to Shipper's Leasehold Interest(s) in specifically identified OCS Field(s) which OCS Field(s) and Leasehold Interest(s) shall be listed on Exhibit "A" to Shipper's FTS-2 Agreement ("Commitment"). Shipper's Commitment may include more than one OCS Field but, in no event, shall Shipper's Commitment to any single FTS-2 Agreement be less than all of Shipper's Leasehold Interest(s) in each OCS Field listed on Exhibit "A" to Shipper's FTS-2 Agreement, as Exhibit "A" may be amended from time to time.

RATE SCHEDULE FTS-2  
FIRM TRANSPORTATION SERVICE

7.2 Except as provided in the last sentence of this Section 7.2, if, over any consecutive ninety (90) day period during which Stingray's pipeline is not fully subscribed on a firm basis, Shipper ships through Stingray's Facilities a quantity of natural gas in excess of 120% of the sum of Shipper's applicable MDQs for each day of the ninety (90) day period then Stingray shall have the right to require Shipper to make an election to increase its quarterly MDQs for the balance of the Contract Year by: (a) a quantity equal to the percentage increase in actual shipments under its FTS-2 Agreement for such ninety (90) day period over the sum of Shipper's applicable MDQs for each day of the ninety (90) day period, or (b) a quantity equal to the difference between the quantity actually shipped by Shipper under its FTS-2 Agreement during said ninety (90) day period and the sum of Shipper's applicable MDQs for each day of such ninety (90) day period. Shipper shall be required to make its election upon receipt of Stingray's notice provided in accordance with Section 25 of the General Terms and Conditions of this Tariff. Notice of Shipper's election shall be provided to Stingray in accordance with Section 25 of the General Terms and Conditions of this Tariff the next Day following receipt of Stingray's notice and the increase shall become effective on the first Day of the Contract Quarter next following Stingray's notice to Shipper. The increase shall remain in effect for the balance of the Contract Year. In the event that Shipper fails to make a timely election following receipt of Stingray's notice, Shipper shall be deemed to have elected to increase its MDQs in accordance with the methodology set forth in (a) above. This Section 7.2 shall not apply during the first and second Contract Quarters of the first Contract Year of service under Shipper's FTS-2 Agreement.

7.3 Except for Authorized Overrun Service, Shipper shall pay Stingray an Unauthorized Overrun Charge of \$10 per Dth if gas tendered to Stingray or deliveries to Shipper under an FTS-2 Agreement exceed the MDQ under such FTS-2 Agreement during times an Operational Flow Order has been issued pursuant to Section 10 of the General Terms and Conditions. Any Unauthorized Overrun Charges collected hereunder shall be credited to Compliant Shippers pursuant to Section 10 of the General Terms and Conditions.

8. RATES AND CHARGES

8.1 The applicable maximum and minimum rates for service under this Rate Schedule FTS-2 are set forth on the currently effective Sheet No. 5 of this Tariff and are incorporated herein by reference.

Effective Date: 06/01/2002 Status: Effective  
FERC Docket: RP02-329-000

**Fourth Revised Sheet No. 100** Fourth Revised Sheet No. 100 : Effective  
Superseding: Third Revised Sheet No. 100

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 AFFILIATED-SHIPPER

The term "Affiliated-Shipper" shall mean any person which, directly or indirectly through one (1) or more intermediaries, controls or is controlled by or under common control with Stingray.

1.2 AGREEMENT

"Agreement" shall mean a transportation agreement subject to, as applicable, Rate Schedule FTS, Rate Schedule ITS or Rate Schedule FTS-2.

1.3 BUSINESS DAY

Monday through Friday, 8:00 a.m. to 4:30 p.m. Central Clock Time excluding Federal Banking Holidays.

1.4 COMPANY USE GAS

Gas used as fuel and lost and unaccounted for gas for the current billing month, and the difference between Stingray's actual fuel and lost and unaccounted for gas for prior billing months and the amounts billed Shippers in such months shall be allocated pro rata based on each Shipper's total physical receipts in such months, except that no fuel shall be assessed for backhauls unless compression is utilized for that service; and provided further that no fuel associated with onshore compression shall be assessed for gas received at offshore receipt points that is redelivered to offshore delivery points. The formula used to determine the delivery quantity shall be:  $[1 - (\text{fuel percent}/100)]$  multiplied by the receipt quantity (rounded to the nearest Dth). For purposes of this formula, the fuel percentage shall reflect lost and unaccounted for gas.

Upon the mutual agreement of Stingray and Shipper, in lieu of Stingray retaining gas in kind, Shipper shall reimburse Stingray for Company Use Gas at a mutually agreed upon price.

1.5 CONTRACT DEMAND

"Contract Demand" shall mean the MDQ as set forth in an Agreement.

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97- 68-005

**Third Revised Sheet No. 101** Third Revised Sheet No. 101 : Superseded  
Superseding: Second Revised Sheet No. 101

GENERAL TERMS AND CONDITIONS  
-----

1.6 DART

"DART" shall mean Stingray's Direct Access Request and Tracking System, as more fully described in Section 15 of these General Terms and Conditions.

1.7 DAY

"Day" shall mean a period from nine o'clock (9:00) a.m. to nine o'clock (9:00) a.m. Central Clock Time.

1.8 DEKATHERM (DTH)

"Dekatherm" or "Dth" shall mean the quantity of heat energy which is one million (1,000,000) British thermal units.

1.9 DELIVERY POINT

"Delivery Point" shall mean any point at which Stingray delivers to or for the account of Shipper, gas which has been transported by Stingray under an Agreement.

1.10 ELECTRONIC DATA INTERCHANGE ("EDI")

The term "EDI" shall mean Electronic Data Interchange.

1.11 EQUIVALENT VOLUMES

"Equivalent Volumes" shall mean the sum of the volumes of gas measured in Dth received by Stingray for the account of Shipper at the Receipt Points during any given period of time reduced by (a) Shipper's pro rata share of Company Use Gas as determined in Section 1.4 of this Tariff resulting from the operations of Stingray hereunder during the same period of time, and (b) any gas vented as provided in Section 3.6 hereof during the same period of time; it being the intent of the parties that the volumes of gas delivered hereunder at the Delivery Point after transportation be the thermal equivalent of the volumes of gas delivered at the Receipt Point for transportation, after reduction, correction and adjustment as provided above.



Effective Date: 11/02/1998 Status: Effective  
FERC Docket: RP99- 56-000

**Third Revised Sheet No. 102** Third Revised Sheet No. 102 : Effective  
Superseding: Second Revised Sheet No. 102

GENERAL TERMS AND CONDITIONS  
-----

1.12 FERC

"FERC" or "Commission" shall mean the Federal Energy Regulatory Commission or any federal commission, agency or other governmental body or bodies succeeding to, lawfully exercising or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.

1.13 GAS

"Gas" shall mean combustible hydrocarbon gas.

1.14 HEATING VALUE

The term "heating value" shall mean the number of Btus per cubic feet of gas at the base condition of 14.73 psia 60 degrees Fahrenheit dry. The Btu value will be determined utilizing the complete actual composition of the gas according to the methods in GPA Standard 2172-96, titled "Calculation of Gross Heating Value, Relative Density and Compressibility Factor for Natural Gas Mixtures from Compositional Analysis," and corrected to the base conditions. For reporting purposes, Btu conversion factors will be reported to not less than three (3) decimal places and Pressure Base conversion factors will be reported to not less than six (6) decimal places. For calculation purposes, not less than six (6) decimal places will be used for both conversion factors.

1.15 LIQUIDS

"Liquids" shall mean any hydrocarbons, other than crude oil, which in their natural state are liquids, which have an API gravity not less than thirty-eight degrees Fahrenheit (38 F.) and not more than fifty degrees Fahrenheit (50 F.), and which shall include any liquefiable hydrocarbons that condense out of the gas stream during such transportation.

Effective Date: 11/02/1998 Status: Effective  
FERC Docket: RP99- 56-000

**Third Revised Sheet No. 103** Third Revised Sheet No. 103 : Superseded  
Superseding: Second Revised Sheet No. 103

GENERAL TERMS AND CONDITIONS  
-----

1.16 MCF

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

1.17 MDQ

"MDQ" shall mean the maximum daily quantity of gas which Stingray is obligated to receive or deliver at each Receipt or Delivery Point or in the aggregate, as specified in the Agreement.

1.18 MONTH

"Month" shall mean the period beginning on the first day of any calendar month and ending on the first day of the next succeeding calendar month.

1.19 NOMINATION

"Nomination" shall mean the written requests for transportation submitted pursuant to Section 6.

1.20 OPERATIONAL BALANCING AGREEMENT ("OBA")

An OBA is a contract between two parties which specifies the procedures to manage operating variances at an interconnect.

1.21 OVERRUN GAS

"Overrun Gas" shall mean those volumes of gas tendered for transportation by Shipper on any day in excess of its currently effective Contract Demand or MDQ. To the extent such gas is scheduled under Section 6 hereof, the Overrun Gas shall be "Authorized."

1.22 RECEIPT POINT

"Receipt Point" shall mean any point at which gas is tendered by or for the account of Shipper to Stingray for transportation as specified in an Agreement or as applicable to service under such Agreement by operation of this Tariff.

Effective Date: 08/01/2001 Status: Effective

FERC Docket: RP01-473-000

**Sixth Revised Sheet No. 104** Sixth Revised Sheet No. 104 : Effective  
Superseding: Sub Fifth Revised Sheet No. 104

GENERAL TERMS AND CONDITIONS

1.25 RECOURSE RATE

The term "Recourse Rate" shall mean the applicable maximum rate(s) which would apply to the service but for the rate flexibility allowed under Section 34 hereof.

1.26 SHIPPER

"Shipper" may refer to Existing Shippers, Prospective Shippers, FTS Shippers, FTS-2 Shippers, or ITS Shippers, individually or collectively, depending on the context. In addition, in a given context, Shipper may refer to an entity which is seeking to become a Shipper.

1.27 STANDARD REPORTING BASIS

Standardize the reporting basis for Btu as 14.73 psia and 60 degrees F (101.325 kPa and 15 degrees C, and dry). Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm squared and 15.6 degrees C, and dry.

Standardize the reporting basis for gas volumes as cubic foot at standard conditions of 14.73 psia, 60 degrees F, and dry. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry.

1.28 SYSTEM

"System" shall mean the pipeline, any compression, and related facilities owned by Stingray.

1.29 UNAUTHORIZED OVERRUN GAS

"Unauthorized Overrun Gas" shall mean Overrun Gas not accepted by Stingray for scheduling pursuant to Section 6 hereof.

1.30 YEAR

"Year" shall mean a period of three hundred sixty-five (365) consecutive days or three hundred sixty-six (366) consecutive days if such period includes February 29.

1.31 INTERNET WEB SITE

The term "Internet Web Site" shall mean Stingray's public information system found on the World Wide Web at address: [www.shell-gt.com](http://www.shell-gt.com) through which can be accessed, Stingray's Interactive Internet Website for scheduling, nomination and other services.

GENERAL TERMS AND CONDITIONS  
-----

2. ASSIGNMENT TO DOWNSTREAM CUSTOMERS OF PIPELINE SHIPPERS

(a) Any interstate pipeline company which holds capacity on Stingray under any firm transportation Agreement which will continue in effect beyond December 1, 1993 may assign all or any portion of that capacity to its existing customers subject to the remainder of this Section 2.

(b) An assignment pursuant to this Section shall not be valid unless and until the following prerequisites are satisfied:

(1) The proposed assignment meets all of the requirements of Stingray's Tariff for service under the applicable Rate Schedule including, but not limited to, the credit requirements; and

(2) The proposed assignee has executed an Agreement directly with Stingray under the Rate Schedule FTS.

(c) Unless otherwise agreed by Stingray, the Firm Receipt and Delivery Point(s) under the Agreement with the assignee must be the same as under the Agreement being assigned and the Agreement term must be for a period at least as long as the remaining term of the Agreement being assigned.

(d) Any assignment of firm capacity shall be effective the later of the date specified in the assigning interstate pipeline's effective tariff sheets implementing the assignment procedures, or the date on which the prerequisites under subsection (b) hereof are satisfied, or the date specified in the Agreement executed by the assignee with Stingray.

(e) The assigning interstate pipeline shall remain liable for the payment of the demand/reservation charges applicable to the assignee through the original term of the assignor's Agreement under Rate Schedule FTS in the event the assignee fails to timely make payment of such charges, except where Stingray's loan agreement permits Stingray to release the assignor from such liability.

GENERAL TERMS AND CONDITIONS

- (5) To rectify imbalances or to conform physical flows to nominations to the extent consistent with the specific Rate Schedule; or
- (6) To maintain System integrity.

Without limitation to the foregoing, Stingray shall have the right to reduce receipts or deliveries of natural gas on any day below Shipper's MDQ to permit maintenance, repair, overhaul, replacement, or construction of pipelines, compressors, metering, regulating, or other transmission facilities and equipment, or to maintain System integrity; provided, however, that with respect to routine repair and maintenance, Stingray will implement restrictions for scheduling purposes only, not for curtailment, and will attempt to schedule such activity during a period when it will not result in curtailment to firm services, or when such curtailment will be minimized, after consulting with the Shippers which could be affected.

(b) For Shippers under all firm services, Stingray shall provide notice of any curtailment or of any scheduling restriction as far in advance as feasible. Stingray shall attempt to provide at least two (2) days prior notice, unless more timely action is necessary to respond to a Force Majeure situation, in which case Stingray shall attempt to provide notice, to balance the Agreement to the extent consistent with the applicable Rate Schedule, or to maintain System integrity.

(c) Stingray and a Shipper under any firm service may add or delete Firm Delivery or Receipt Points from time to time by mutual agreement. Subject to the availability of firm capacity at the requested point, Stingray shall agree to any such change in Firm Delivery or Receipt Point to the extent such new point is within the transportation path of the existing Firm Points. At other points, Stingray shall agree to a change to the extent that firm transmission and point capacity is available after taking into account existing capacity commitments under other firm Agreements. Should Stingray agree to construct a new point for a Shipper, such Shipper shall be given a priority for that point based on the date of that Shipper's request for such point.

**First Revised Sheet No. 108** First Revised Sheet No. 108 : Effective  
Superseding: Original Sheet No. 108

GENERAL TERMS AND CONDITIONS  
-----

3.3 GENERAL SCHEDULING PRIORITIES

(a) Stingray shall first schedule all firm services within MDQ at Firm Points and at Interruptible Points within a Firm Point path where no point constraint exists. To the extent capacity does not exist to provide for all volumes nominated by Shippers on a firm basis within MDQ at Firm Points and at Interruptible Points along any path defined by Firm Points where no point constraint exists under all firm Rate Schedules, scheduling shall be pro rata based on confirmed nominations within MDQ on any portion of Stingray's System affected by a capacity constraint.

(b) Stingray shall next schedule firm service at other Interruptible Points. Where capacity is not sufficient to grant all such Interruptible Point requests, the Interruptible Point priorities set out in Section 3.5 shall govern.

(c) Third, Stingray shall schedule other interruptible and authorized overrun services, applying scheduling priorities set out in Section 3.7.

(d) Firm intra-day nominations are entitled to bump scheduled interruptible volumes, as defined in Sections 3.5 and 3.7, only during the Evening and Intra-day 1 Nomination Cycles, as defined in Section 6.2. Firm intra-day nominations are not entitled to bump already scheduled firm volumes.

3.4 GENERAL CURTAILMENT PRIORITIES

In interrupting or curtailing service, Stingray shall curtail in accordance with the following priority sequence to the extent there is insufficient transportation capacity:

(a) Stingray shall first interrupt interruptible and overrun services paying discounted rates on a "last-on, first-off" basis, determined as of the date Stingray received each Shipper's valid request. In the event there is capacity to provide some but not all such services which have the same request date, Stingray shall interrupt such services pro rata based on the confirmed nominated volume.

(b) Second, Stingray shall interrupt interruptible and overrun services paying maximum rates on a "last-on, first-off" basis, determined as of the date Stingray received each Shipper's valid request. In the event there is capacity to provide some but not all such services which have the same request date, Stingray shall interrupt such services pro rata based on the confirmed nominated volume.

GENERAL TERMS AND CONDITIONS  
-----

(c) Third, Stingray shall interrupt firm service at Interruptible Points outside the path and at Interruptible Points within the path where a point constraint exists. If Stingray can provide some but not all of such services, it shall curtail in accordance with the Interruptible Point priorities set out in Section 3.5.

(d) Stingray shall last interrupt firm services within MDQ at Firm Points and at Interruptible Points along any path defined by Firm Points where no point constraint exists. Curtailment shall be pro rata based on confirmed nominations within MDQ on any portion of Stingray's System affected by a capacity constraint.

3.5 INTERRUPTIBLE POINTS: AVAILABILITY, PRIORITY AND CURTAILMENT

(a) Shippers under Rate Schedule FTS shall have the right to use all Receipt and Delivery Points on Stingray's System as Interruptible Receipt and Delivery Points. The MDQ at any Interruptible Point shall be equal to the aggregate MDQ. The priority of service at Interruptible Points under Rate Schedules ITS and FTS shall be governed by the remainder of this Section 3.5.

(b) Service at the Interruptible Receipt and Delivery Points shall be provided to the extent capacity is available at such points after all nominations for Firm Point service under all of Stingray's firm Agreements have been satisfied; provided, however, that unless a capacity constraint exists at the point, an Interruptible Point nomination at a point within a path created by Shipper's Firm Points shall be treated the same as a nomination by Shipper at a Firm Point.

(c) In scheduling service at Interruptible Points, the following rules shall apply:

(1) For an Interruptible Point outside a path created by Shipper's Firm Points, service at the point and service to or from the point shall be scheduled before interruptible service but shall be scheduled after nominations for Firm Point service.

(2) Service to or from such an Interruptible Point outside the path shall also be scheduled after Interruptible Point service within the path to the extent both services utilize the same capacity. If a capacity constraint exists at the point, subsection (e) shall govern.

GENERAL TERMS AND CONDITIONS  
-----

(g) The Firm Receipt and Delivery Points define the firm path(s), including the direction of flow for the firm path(s). Shippers may nominate service at Interruptible Points so that the direction of flow is the same as or the opposite from the firm path direction of flow. However, if the firm path direction of flow is physically a backhaul on a day, a nomination for service that would require a physical forward haul shall be treated as being outside the firm path on that day.

3.6 POOLING POINT

Service at the pooling point shall be governed by Section 7 of these General Terms and Conditions. To determine the volumes which can be accommodated at the pooling point, Stingray shall evaluate the capacity available both: (1) upstream and at Receipt Points for gas tendered pursuant to the Agreement(s) under which gas is nominated for delivery to the pooling point; and (2) downstream and at Delivery Points under the Agreement(s) pursuant to which gas is nominated to be received from the pooling point. Gas shall not be confirmed at the pooling point to the extent capacity constraints exist which affect any such receipts or deliveries, applying the priorities set out elsewhere in this Section.

3.7 INTERRUPTIBLE AND OVERRUN SERVICES

This Section 3.7 governs the priority for scheduling and curtailing interruptible and overrun services, other than Interruptible Point services within MDQ under firm Agreements. All interruptible services shall have equal priority for capacity in accordance with the procedures set out in this Section. As used in this Section, the term "interruptible" includes all authorized overrun services under both firm and interruptible Agreements.

(a) Stingray's interruptible transportation service shall be provided to the extent capacity is available after scheduling services with higher priority as provided in Section 3.3. Stingray may decline to schedule and/or may curtail interruptible service for any of the following reasons:

(1) If Shipper tenders gas which does not conform to the applicable pressure or quality requirements of these General Terms and Conditions;

(2) For reason of Force Majeure;



GENERAL TERMS AND CONDITIONS  
-----

(3) Due to routine repair and maintenance to be reasonably determined by Stingray;

(4) Pursuant to Section 3.11 of these General Terms and Conditions;

(5) To rectify imbalances or to conform physical flows to nominations to the extent consistent with the specific Rate Schedule;

(6) To maintain System integrity; or

(7) If capacity is required to provide a service with higher priority.

(b) To the extent there is insufficient capacity to provide service to all Shippers nominating interruptible service, capacity shall be allocated among such Shippers in the following order:

(1) INTERRUPTIBLE TRANSPORTATION AT MAXIMUM RATES

In the event there is insufficient capacity to provide service for the quantities nominated, capacity shall be allocated on a first come, first served basis, based on the date Stingray received the Shipper's valid request for transportation in accordance with Section 3 of Rate Schedule ITS or for overrun service.

(2) INTERRUPTIBLE TRANSPORTATION AT LESS THAN MAXIMUM RATES

In the event there is insufficient capacity to provide service for the quantities nominated, capacity shall be allocated on a first come, first served basis, based on the date Stingray received the Shipper's valid request for transportation in accordance with Section 3 of Rate Schedule ITS or for overrun service.

(c) In the event there is insufficient capacity to provide service to all Shippers with the same valid request date under any of the categories under subsection (b) above, capacity shall be allocated pro rata based on the confirmed nomination.

(d) For purposes of scheduling overrun volumes, the date for which the volumes are being scheduled shall be deemed to be the date Stingray received a valid request for such overrun service.

**First Revised Sheet No. 115** First Revised Sheet No. 115 : Effective  
Superseding: Original Sheet No. 115

GENERAL TERMS AND CONDITIONS

3.9 UNAUTHORIZED OVERRUN GAS

No Shipper shall have any right to tender Unauthorized Overrun Gas. Unauthorized overruns are subject to additional charges as set out in the individual Rate Schedules.

3.10 OTHER TRANSPORTERS

Stingray's application of the priorities hereunder shall be subject to the actions of other transporters delivering or receiving gas on behalf of Shippers.

3.11 DELINQUENCY IN PAYMENT

(a) Irrespective of any otherwise applicable priority, Stingray may suspend service to any Shipper which is delinquent in payments under any Agreement, subject to the following conditions:

(1) Stingray shall give Shipper initial written notice of the delinquency and of Stingray's intent to curtail if the deficiency is not cured. If the delinquency is not remedied within twenty (20) days of such initial notice, Stingray shall give final notice of its intent to curtail. If the deficiency is still not remedied within ten (10) days of such final notice, Stingray may suspend service. Stingray shall simultaneously provide written notice to the Commission of any curtailment hereunder; and

(2) Stingray shall not curtail, or shall cease curtailing, under this provision if Shipper cures any deficiency and provides adequate assurances of future performance by any of the means specified in Section 14 of these General Terms and Conditions.

(b) If at any time Stingray is not reasonably satisfied with Shipper's credit or ability to pay based on information received by Stingray, Stingray may request in writing that Shipper provide within ten days the information specified for a credit appraisal under Section 14 of these General Terms and Conditions. If Shipper fails to provide the information on a timely basis or make a timely election and comply on a timely basis with any of the means of providing adequate assurances of future performance or security included in the options available under these General Terms and Conditions, Stingray may [after providing the requisite notice in accordance with subsection (a)] cease providing service until Shipper complies with the applicable requirement. Stingray shall simultaneously notify the Commission in writing of any curtailment under this provision.

Effective Date: 12/01/1996 Status: Effective  
FERC Docket: RP97- 39-000

**First Revised Sheet No. 117** First Revised Sheet No. 117 : Effective  
Superseding: Original Sheet No. 117

GENERAL TERMS AND CONDITIONS  
-----

4. RECEIPT POINTS

4.1 FACILITIES AT RECEIPT POINTS

(a) Unless otherwise agreed by Stingray, Stingray shall own, operate and maintain all pipeline and measurement facilities necessary to receive and measure gas hereunder. Shipper shall (in addition to all other applicable charges) reimburse Stingray for the actual cost (including income taxes associated with a contribution-in-aid of construction) of any and all facilities installed by Stingray pursuant to this Section at Shipper's request in order to provide service for such Shipper including, but not limited to, the cost of all labor, materials and rights-of-way; provided that Shipper shall repay Stingray in kind for any gas lost from Stingray's pipeline as a result of the installation of such facilities. Stingray may submit billings to Shipper up to sixty (60) days in advance for the estimated cost of construction to be incurred by Stingray. Shipper shall make payments within ten (10) days of the date of receipt of any billings submitted by Stingray pursuant to this Section. For purposes of this Section, the bill is deemed to be received by Shipper three (3) days after the postmark date. Late payments shall be subject to Section 13 of these General Terms and Conditions. Any such estimated billings shall be reconciled to the actual costs of construction, and any payments to reflect such reconciliation shall be made, within six (6) months after construction is completed. Neither the amounts collected hereunder nor the cost of such facilities shall be recognized in establishing Stingray's general System rates.

(b) Stingray may elect, on a nondiscriminatory basis, to pay all or a portion of the costs of the facilities constructed pursuant to subsection (a) above if Stingray determines that the construction of such facilities is economically beneficial to Stingray. For purposes of determining whether a project is beneficial, Stingray will evaluate projects on the basis of various economic criteria, which will include the estimated transportation throughput, cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues Stingray estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Stingray. In estimating the revenues to be generated, Stingray will base those revenues upon transportation rates it expects to be able to charge, exclusive of

Effective Date: 12/01/1996 Status: Effective  
FERC Docket: RP97- 39-000

**Original Sheet No. 117A** Original Sheet No. 117A : Effective

GENERAL TERMS AND CONDITIONS  
-----

any surcharges such as ACA, and the projected incremental volumes which will result from the project.

4.2 OBLIGATION

Stingray's maximum obligation to receive gas at the Receipt Point(s) under the Agreement shall never exceed the lesser of: (a) the applicable MDQ under the Agreement in the aggregate or at individual points, as specified in the Agreement or as applicable at such point under this Tariff; or (b) the total daily volume Shipper or its designee is able and willing to tender at the Receipt Point(s).

4.3 LOCATION

Unless otherwise described in the Agreement, the Receipt Point(s) for transportation Agreements shall be located at the interconnection between the facilities of Shipper, or its designee, and the facilities of Stingray.

GENERAL TERMS AND CONDITIONS  
-----

(b) Stingray may elect, on a nondiscriminatory basis, to pay all or a portion of the costs of the facilities constructed pursuant to subsection (a) above if Stingray determines that the construction of such facilities is economically beneficial to Stingray. For purposes of determining whether a project is beneficial, Stingray will evaluate projects on the basis of various economic criteria, which will include the estimated transportation throughput, cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues Stingray estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to Stingray. In estimating the revenues to be generated, Stingray will base those revenues upon transportation rates it expects to be able to charge, exclusive of any surcharges such as ACA, and the projected incremental volumes which will result from the project.

5.3 OBLIGATIONS

Stingray's maximum obligation to deliver gas at the Delivery Point(s) under an Agreement shall never exceed the lesser of: (a) the applicable MDQ under the Agreement in the aggregate or at each point as specified in the Agreement or as applicable to any point under this Tariff; or (b) the total daily volume Shipper or its designee is willing and able to receive at the Delivery Point(s).

5.4 LOCATION

Unless otherwise described in an Agreement, the Delivery Point(s) for transportation Agreements shall be located at the interconnection between the facilities of Shipper or its designee, and the facilities of Stingray.

Effective Date: 11/02/1998 Status: Effective  
FERC Docket: RP99- 56-000

**Fifth Revised Sheet No. 119** Fifth Revised Sheet No. 119 : Superseded  
Superseding: Fourth Revised Sheet No. 119

GENERAL TERMS AND CONDITIONS  
-----

6. NOMINATION/REPORTING AND BALANCING

6.1 GENERAL

(a) Stingray provides personnel available to handle nominations seven (7) days a week, twenty-four (24) hours a day. Whenever Shipper desires service, Shipper shall furnish to Stingray a separate nomination for each nominated Receipt and Delivery Point under each transportation Agreement with a beginning and end date, or beginning hour, if applicable, for flow which can be for any duration within the term of the applicable Agreement; provided, however, any such nomination shall not be binding to the extent Shipper submits subsequent nominations. All nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

(b) For non-Intra-day Nominations, a rollover option is available such that a Shipper shall have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of the Shipper's contract. All nominations should be based on a daily quantity and all volumes shall be expressed in Dth per day and shall be stated for each Receipt and Delivery Point.

(c) If an upstream or downstream party requires additional information, if the volumes transported are subject to a discounted rate, or if additional information is otherwise required by Stingray, then, upon notification by Stingray, Shipper must include in each nomination such additional information as is specified by Stingray. Nominations must be submitted to Stingray through Stingray's Direct Access Request and Tracking System (DART), or such other electronic means as are mutually agreed upon by Stingray and Shipper. The sending party should adhere to nomination, confirmation and scheduling deadlines. The receiving party may waive any submittal deadline in this Section 6.

GENERAL TERMS AND CONDITIONS

- (d) The standard quantity for nominations, confirmation and scheduling is dekatherms per gas day in the United States, gigajoules per gas day in Canada and gigacalories per gas day in Mexico. (For reference, 1 dekatherm = 1,000,000 Btus; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm and between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The standard Btu is the International Btu, which is also called the Btu (IT); the standard joule is the joule specified in the SI system of units. The International Btu is specified for use in the gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials. For non-commercial purposes, these associations note that the exact conversion factor is 1.05505585262 Gigajoules per Dekatherm.

6.2 STANDARD NOMINATION CYCLES

Stingray supports the following standard nomination cycles:

- (a) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nomination party; 11:45 a.m. for receipt of nominations by Stingray (including from Title Transfer Tracking Service Providers (TTTSPs); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Stingray 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).
- (b) 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 Stingray (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Stingray from upstream and downstream connected parties; 10:00 p.m. for Stingray 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 does not cause another Service Requester on Stingray 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 Service Requester on Stingray to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on the gas Day.

GENERAL TERMS AND CONDITIONS

- (c) The Intra-day 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Stingray (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Stingray from upstream and downstream connected parties; 2:00 p.m. for Stingray 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 Intra-day 1 Nominations should be effective at 5:00 p.m. on the gas Day.
- (d) The Intra-day 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Stingray (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Stingray from upstream and downstream connected parties; 9:00 p.m. for Stingray to provide scheduled quantities to affected shippers and point operators (central clock time on the gas Day). Scheduled quantities resulting from Intra-day 2 Nominations should be effective at 9:00 p.m. on the gas Day. Bumping is not allowed during the Intra-day 2 Nomination Cycle.
- (e) For purposes of Section 6.2 (b), (c), and (d), "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

6.3 TIMELY NOMINATIONS

- (a) Timely nominations are nominations submitted consistent with the standard nomination cycle set out in Section 6.2.
- (b) For nominations under Stingray's Rate Schedule ITS or for Overrun Gas, if acceptance of a nomination under this Section 6.3 would cause interruption of another Shipper's gas on Stingray's System, then such nomination will not be accepted.
- (c) Nominations received after the timely nomination deadline will be scheduled after the nominations received by that deadline.



GENERAL TERMS AND CONDITIONS

6.4 INTRA-DAY NOMINATIONS

An intra-day nomination is a nomination submitted after the Timely Nomination Cycle, defined at Section 6.2(a), whose effective time is no earlier than the beginning of the gas Day and which runs through the end of that Day.

- (b) Stingray supports the nomination cycles set forth at Section 6.2 during non-Critical Times. During Critical Times, valid intra-day nominations may be submitted at any time.
- (c) Stingray will provide notification of bumped volumes pursuant to Section 10.3(b) of the General Terms and Conditions of Stingray's Tariff. During non-Critical Times, Stingray will waive daily penalties applicable to bumped volumes on the day of the bump. Stingray will also waive penalties if it fails to provide appropriate notice of the bump.
- (d) For services that provide for intra-day nominations and scheduling, there is no limitation as to the number of intra-day nominations (line items as per NAESB Standard 1.2.1) which a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles.

Effective Date: 11/02/1998 Status: Effective  
FERC Docket: RP99- 56-000

**Second Revised Sheet No. 121** Second Revised Sheet No. 121 : Superseded  
Superseding: First Revised Sheet No. 121

GENERAL TERMS AND CONDITIONS  
-----

(e) Unless Stingray agrees to the contrary, the revised nomination under an Intra-day Nomination may be limited by Section 6.4(c). Stingray and the interconnecting party will agree on the hourly flows of the Intra-day Nomination.

(f) An Intra-day Nomination is only effective for a single day. There is no need to re-nominate if the Intra-day Nomination is intended to modify the existing nomination. The Shipper should submit a new timely or late nomination if the Shipper wants to replace the previously submitted standing nomination or commence service for the next gas Day.

(g) Intra-day Nominations can be used to request increases or decreases in total flow, changes to Receipt Points, or changes to Delivery Points of scheduled gas.

6.5 REQUIRED NOMINATION CHANGES

If estimated daily flows under a particular transportation Agreement differ from the confirmed nominations, or if an imbalance has occurred due to some other reason, then prospective nomination change(s) (either receipt or delivery adjustments) may be required to bring the receipt and delivery volumes into balance. When a Shipper receives notification of a required change in the nomination, the Shipper shall be responsible for informing upstream and downstream parties of the prospective change and providing Stingray with a nomination as required in accordance with Section 6.2 hereof.

6.6 CONFIRMATION BY STINGRAY

(a) Nominations made in accordance with Sections 6.2, 6.3, 6.4 and 6.5 hereof shall not become effective until Stingray has confirmed the nominated receipts and deliveries with upstream and downstream parties. Shipper shall designate the appropriate person(s) who has the authority to resolve allocation issues, and if requested by Stingray, the appropriate person(s) to confirm nominations. Confirmations must be submitted to Stingray through DART, or such other electronic means as are mutually agreed upon by Stingray and Shipper.

(b) Subject to Section 6.2 and to the other provisions of this Tariff, Stingray shall provide Shippers and point operators via DART, or by EDI, the quantities that have been scheduled to flow for that Shipper and point operator on the next day.

Effective Date: 11/02/1998 Status: Effective  
FERC Docket: RP99- 56-002

**Substitute First Revised Sheet No. 121A** Substitute First Revised Sheet No. 121A : Effective  
Superseding: Original Sheet No. 121A

GENERAL TERMS AND CONDITIONS  
-----

(c) Default confirmation procedures are as follows:

(i) With respect to the timely nomination/confirmation process at a receipt or delivery point, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the previously scheduled quantity will be the new confirmed quantity.

(ii) With respect to the processing of requests for increases during the intra-day nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity will be the new confirmed quantity.

(iii) With respect to the processing of requests for decreases during the intra-day nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will 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 will be the new confirmed quantity. Elapsed-prorated-scheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intra-day nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

(iv) With respect to 6.6(c) (i), (ii), and (iii), if there is no response to a request for confirmation or an unsolicited confirmation response, the Transportation Service Provider will provide the Service Requester with the following information to explain why the nomination failed, as applicable:

(1) the Service Requester's Transportation Service Provider did not conduct the confirmation;

(2) the Service Requester is told by its Transportation Service Provider that the upstream confirming party did not conduct the confirmation;

**Original Sheet No. 121B** Original Sheet No. 121B : Superseded

GENERAL TERMS AND CONDITIONS  
-----

(3) the Service Requester is told by its Transportation Service Provider that the upstream Service Requester did not have the gas or submit the nomination;

(4) the Service Requester is told by its Transportation Service Provider that the downstream confirming party did not conduct the confirmation;

(5) the Service Requester is told by its Transportation Service Provider that the downstream Service Requester did not have the market or submit the nomination.

This information will be imparted to the Service Requester on the Scheduled Quantity document.

6.7 OVERRUN QUANTITIES

Shippers submitting nominations via DART or EDI for transportation of overrun volumes (volumes in excess of the applicable point or Agreement MDQ) may either include such overrun volumes in their nominations for volumes within MDQ, or may submit separate nominations for such overrun volumes. If the Shipper elects to submit a separate nomination, the Shipper should mark that nomination as being for overrun volumes.

6.8 DELEGATION

A Shipper may delegate to any third party responsibility for submitting and receiving notices or nominations or performing other administrative duties under any Agreement, subject to the following conditions:

(a) Any designation of such a representative, and any change in such designation, must be in writing and must be submitted at least two (2) business days prior to the requested effective date.

(b) The written designation shall specify any limits on the authority of the representative, including any time limit on the designation; provided, however, that Stingray may reject any such limited designation if the limitations specified in the designation would result in an undue administrative burden.

GENERAL TERMS AND CONDITIONS

- (c) Stingray may rely on communications from Shipper's designated representative for all purposes except to the extent the designation is explicitly limited as specified in the preceding Section 6.9(b). Communications by Stingray to such designated representative shall be deemed notice to Shipper except to the extent the representative's authority is explicitly limited with respect to the receipt of notice under the procedure set out in said Section 6.9(b).
- (d) Any third party may administer multiple transportation Agreements as the designated representative for one or more Shippers. However, such representative shall separately administer and account for each such Agreement.

6.10 TRANSFER NOMINATIONS

Whenever gas is transferred at the Pooling Point on Stingray's System, that entity must submit a nomination to Stingray through the Interactive Internet Website (or other mutually agreed electronic means), identifying the quantities (in Dth) and the entities from whom the gas is being received and the entities to whom the gas is being delivered. Such transfer nominations are needed in order to be able to confirm the nominated receipts at that point and thus such transfer nominations are due by the deadlines applicable to Shipper nominations subject to Section 6.2.

6.11 PROCESSING PLANTS NOMINATIONS

If a Shipper desires Stingray to transport, under the same Agreement, quantities of gas to and from any processing plant connected to Stingray, the following procedures shall apply:

- (a) Such Shipper shall nominate its plant requirement to the processing plant inlet as a delivery point.

Effective Date: 08/01/2001 Status: Effective  
FERC Docket: RP01-473-000

**Fifth Revised Sheet No. 123** Fifth Revised Sheet No. 123 : Effective  
Superseding: Fourth Revised Sheet No. 123

GENERAL TERMS AND CONDITIONS

- (b) The Plant Delivery Point shall be included as Interruptible Points to all Rate Schedules FTS, FTS-2 and ITS Agreements.
- (c) Acceptance of the processing plant(s) nominations are subject to the normal confirmation procedures.
- (d) No additional transport fee shall be assessed on interim volumes transported from the processing plant(s).
- (e) For purposes of Section 11, to determine whether monthly imbalances exist, the total of all initial and interim receipts will be compared to the total of all interim and ultimate deliveries under a specific Agreement.
- (f) Receipt Point nominations and flows at processing plants with multiple inlets and outlets shall be included in determining charges under Section 10 of these General Terms and Conditions.

6.12 NOMINATION PRIORITIES

As part of the nomination and transfer nomination process, if there is more than one supply source nominated to be delivered to a single Delivery Point or buyer, the nomination or transfer nomination should identify how and which supply sources should be cut in the event all nominated deliveries are not or cannot be made. Similarly, the nomination or transfer nomination should identify which delivery should be cut in the event gas is not or cannot be received as nominated (i.e., ranking). Ranking should be included in the list of data elements. Transportation service providers should use service requester provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules.

GENERAL TERMS AND CONDITIONS

7. POOLING POINT

7.1 GENERAL

A paper pooling point has been designated on Stingray's System. This point is not a physical point on the System, but is used solely for nomination and transportation rate determination purposes. Subject to the remainder of this Section, any number of FTS, FTS-2 or ITS Agreements may be utilized to deliver gas to or from a pooling point. Shippers will be able to nominate gas volumes from one or more Receipt Points for delivery to a pooling point in order to aggregate supplies as long as such gas volumes are nominated for simultaneous receipt and further transportation and delivery by Stingray under Agreement(s).

7.2 INCLUSION IN AGREEMENTS

Agreements under Rate Schedules FTS, FTS-2 and ITS automatically have the pooling point as both Receipt and Delivery Points with point MDQs equal to the contract MDQ. The pooling point shall be an Interruptible Point for FTS, FTS-2 and ITS Agreements.

7.3 PRIORITY DATE

For transportation Agreements pursuant to a valid request received on or before December 1, 1993, the pooling point is deemed to have been requested as of that date. For all other Agreements, the applicable pooling point or increases to the MDQs of the pooling point is deemed requested as of the date a valid request was received for the Agreement or for the amendment (in the case of a firm transportation Agreement) which results in an increase in the MDQ of the pooling point.

7.4 USE OF POINTS

Nominations to and from the pooling point will be subject to the same nomination and confirmation procedures as all other receipts and deliveries. All volumes nominated for transportation to a pooling point on any day must be matched with nominations of those volumes for transportation from the pooling point on the same day. No imbalances will be permitted at the pooling point. Section 3 of these General Terms and Conditions sets

Effective Date: 07/01/2002 Status: Effective  
FERC Docket: RP00-620-002

**Sixth Revised Sheet No. 129** Sixth Revised Sheet No. 129 : Effective  
Superseding: Fifth Revised Sheet No. 129

GENERAL TERMS AND CONDITIONS

10. OPERATIONAL FLOW ORDERS

10.1 General

Each Shipper has the obligation to ensure actual volumes delivered to Stingray at Receipt Points and actual volumes taken from Stingray at Delivery Points conform to the volumes nominated by the Shipper and confirmed by Stingray each day. Stingray shall have the right to issue operational flow orders (OFO) as specified in this section which require actions by one or more Shippers in order to alleviate conditions which threaten the integrity of Stingray's pipeline system, maintain pipeline operations at the pressures required to provide safe, efficient and reliable transportation service to all Shippers, and maintain Stingray's pipeline system in balance. Before issuing an OFO, Stingray will attempt to identify specific Shippers causing a problem and attempt to remedy those problems with those Shippers. If Stingray issues an OFO pursuant to this section, Stingray shall not be required to limit or suspend service to a Shipper(s) whose current use of Stingray's pipeline system does not aggravate the operating conditions on which the OFO is based regardless of the class of service utilized by that Shipper(s). Shipper's response to any specified gas quantities provision contained in an OFO shall be subject to the provisions of Section 10.2 hereof to the extent that the actual quantities of gas involved in Shipper's response to the OFO are greater than or less than the tolerances specified in the OFO.

10.2 OFO Violation Charges

All quantities tendered to Stingray and/or taken by Shipper(s) on a daily basis in violation of Stingray's OFO shall constitute unauthorized receipts or deliveries for which a charge of \$15 per Dth shall be assessed and paid by Shipper(s).

10.3 Exemptions:

Shippers will be exempt from penalties on imbalances pursuant to Section 11 herein that result from complying with an OFO. Shippers will be allowed to correct OFO created imbalances until the end of the month following the month in which any such imbalance occurs, based on the then current operations of Stingray's pipeline system. Upon an OFO becoming effective as specified in the OFO or as provided in this section 10.3, Shipper or operator of the facilities connecting with Stingray's facilities shall be permitted up to the time stated in the OFO, to make adjustments in compliance with the OFO. If Shipper



Effective Date: 07/01/2002 Status: Effective

FERC Docket: RP00-620-002

**Fourth Revised Sheet No. 130** Fourth Revised Sheet No. 130 : Effective  
Superseding: Third Revised Sheet No. 130

#### GENERAL TERMS AND CONDITIONS

complies with the provisions of the OFO within such notice period then no Violation Charge pursuant to this section shall be assessed.

##### 10.4 Notices:

Stingray will post on Stingray's Internet Web Site its intention to place an OFO into effect and notify the affected Shipper(s) at least 24 hours prior to the implementation of the OFO; provided, however, that a shorter notice period may be given where action must be taken to protect the integrity of Stingray's pipeline system. Such notice and posting shall (i) identify the parties subject to the OFO, (ii) the time the OFO will become effective, (iii) the estimated duration of the OFO (or, if unknown, that the OFO is indefinite). Where an OFO is made effective on less than 24 hours notice, Stingray will also provide prompt notice to the affected Shippers by phone, electronic mail and/or facsimile to the Shipper's pre-designated contacts, and provide an explanation with all relevant information specific to the individual situation to justify issuance of that particular OFO. Within a reasonable period of time following the conclusion of the OFO, Stingray will post a report on its Internet Web Site describing the conditions that required the issuance and termination of the OFO.

##### 10.5 Conditions:

If in Stingray's judgment, impending operating conditions will cause the operating pressure at one or more Receipt or Delivery Points to exceed the maximum allowable operating pressure or a firm contract pressure, or the operating pressure at one or more Delivery Points to decrease below the firm contract pressure, Stingray may issue an OFO pursuant to this subsection requiring that all Shippers adjust the gas quantities or adjust the nominations at the Receipt and Delivery Points under all transportation Service Agreements to be in balance (adjusted for Company Use Gas) effective the earliest opportunity that Shippers have in their control to affect gas quantities at either Receipt Points or Delivery Points. Stingray shall use all available opportunities in its control to affect gas quantities at either Receipt Points or Delivery Points in support of Shipper's actions pursuant to the OFO and to mitigate the adverse effects on Stingray's facilities.

- a) Stingray may issue, on a nondiscriminatory basis, such reasonable OFOs as may be required for the purposes set forth in Section 10.1.
- b) Compliance with the OFOs and the other terms and conditions of Stingray's FERC Gas Tariff is essential to

Effective Date: 07/01/2002 Status: Effective  
FERC Docket: RP00-620-002

**Second Revised Sheet No. 131** Second Revised Sheet No. 131 : Effective  
Superseding: First Revised Sheet No. 131

GENERAL TERMS AND CONDITIONS

Stingray's ability to provide deliveries and services under all Rate Schedules. A failure by one or more Shippers to comply with an OFO may affect Stingray's ability to provide such deliveries and services. In such event and in addition to other provisions hereof and not in lieu of any other remedies available in law or at equity, Stingray will, except to the extent Stingray's inability to provide such deliveries and services arose from Stingray's gross negligence, or undue discrimination or intentional or willful misconduct, have no liability or responsibility for its inability to provide deliveries and services and Shipper(s), shall indemnify and hold Stingray harmless from any claims brought by a third party against Stingray arising from such failure except that Shipper(s) shall not be responsible for any incidental, consequential, punitive or special damages, including lost profits resulting therefrom.

10.6 Waiver:

In recognition of the fact that this Section 10 is intended to promote conscientious operations by the Shipper such that service to other Shippers is not impaired in any way, Stingray may waive any Violation Charges incurred by Shipper if Stingray determines, in its reasonable judgment, that Shipper was conducting its operations in a responsible manner at the time the Violation Charges were incurred and that Shipper's conduct did not impair service to another Shipper. Stingray must grant waivers under this section on a non-discriminatory basis, but the waiver of any Violation Charges shall not constitute an automatic waiver of any future Violation Charges. Stingray shall maintain a record of all waivers granted under this section and shall make such record available upon written request to the Commission and to any Shipper.

10.7 Crediting of Collected Charges to Compliant Shippers:

Stingray shall credit to Compliant Shippers any OFO Violation Charges and/or Unauthorized Overrun Charges collected net of cost Stingray incurs as a result of such OFO issuance. The net amount shall be credited among Compliant Shippers based on their allocated physical receipts during the month the OFO was initially issued. The credit shall be reflected on the Shipper invoice issued two months after the month of collection. If direct costs exceed the charges collected, no crediting shall occur. A Compliant Shipper is any Shipper that was charged for transportation service under any applicable rate schedule but was not assessed any OFO Violation or Unauthorized Overrun Charges during the month an OFO was initially issued.

GENERAL TERMS AND CONDITIONS

11. IMBALANCES

11.1 RESPONSIBILITY FOR BALANCING

In addition to delivering and receiving volumes of gas in conformance with nominations, Shippers are responsible for conforming their takes at Delivery Points with their deliveries to Stingray at Receipt Points each day. Stingray has no obligation to deliver for the account of a Shipper more volumes of gas than Stingray has received for the account of the Shipper or to accept for the account of the Shipper more volumes of gas than are being delivered for the account of the Shipper on any day.

11.2 NETTING AND TRADING OF MONTHLY IMBALANCES

At the end of each calendar month, to the extent the net receipts (with the appropriate deductions for Company Use Gas) do not equal the deliveries under an Agreement on a Dth basis, the following transportation fees and netting and trading procedures will apply:

- (a) A transportation charge under the applicable provision(s) of Sheet No. 5 will be assessed for any positive imbalance remaining at the end of a month.
- (b) Imbalances under a Shipper's different Agreements will be netted together to obtain the Shipper's Total Monthly Imbalance ("TMI"). The TMI will be shown with the monthly billings sent to Shippers. To facilitate the trading or offsetting of a Shipper's TMI, Stingray will post on its Internet Website, on or before the ninth business day of the month, the TMI of any Shipper that has not notified Stingray in writing that the Shipper does not elect to have that information posted. Shippers or their agents may then trade offsetting imbalances with Shippers or their agents until the close of business on the seventeenth business day of the month (Trading Period). Parties that agree to trade all or part of an imbalance must notify Stingray in writing on or before the seventeenth business day of the month through submission of an Imbalance Trade Confirmation form; otherwise, such trade shall not be effective. Upon receipt of an Imbalance Trade Confirmation, Stingray will send an Imbalance Trade Notification to the trading parties by noon (Central Clock Time) the next business day. All or part of a Shipper's TMI may be offset, provided that a Shipper's TMI that is an overage may not become an underage, and vice versa. Any Shipper imbalance remaining after the Trading Period will be cashed out as described in Section 11.3 or Section 11.4, as appropriate. Section 11.3 pertains to Minority Shippers with imbalances in the opposite direction of the System Imbalance. Section 11.4 pertains to Majority Shippers with imbalances in the same direction as the System Imbalance. The System Imbalance is the difference, as of the end of the month, between the summation of all gas delivered during the month for Shippers and the summation of all gas received during the month from Shippers minus Company Use Gas.

GENERAL TERMS AND CONDITIONS

11. IMBALANCES

11.1 RESPONSIBILITY FOR BALANCING

In addition to delivering and receiving volumes of gas in conformance with nominations, Shippers are responsible for conforming their takes at Delivery Points with their deliveries to Stingray at Receipt Points each day. Stingray has no obligation to deliver for the account of a Shipper more volumes of gas than Stingray has received for the account of the Shipper or to accept for the account of the Shipper more volumes of gas than are being delivered for the account of the Shipper on any day.

11.2 NETTING AND TRADING OF MONTHLY IMBALANCES

At the end of each calendar month, to the extent the net receipts (with the appropriate deductions for Company Use Gas) do not equal the deliveries under an Agreement on a Dth basis, the following transportation fees and netting and trading procedures will apply:

- (a) A transportation charge under the applicable provision(s) of Sheet No. 5 will be assessed for any positive imbalance remaining at the end of a month.
- (b) Imbalances under a Shipper's different Agreements will be netted together to obtain the Shipper's Total Monthly Imbalance ("TMI"). The TMI will be shown with the monthly billings sent to Shippers. To facilitate the trading or offsetting of a Shipper's TMI, Stingray will post on its Internet Website, on or before the ninth business day of the month, the TMI of any Shipper that has not notified Stingray in writing that the Shipper does not elect to have that information posted. Shippers or their agents may then trade offsetting imbalances that will have similar financial and operational implications to Stingray with Shippers or their agents until the close of business on the seventeenth business day of the month (Trading Period). Parties that agree to trade all or part of an imbalance must notify Stingray in writing on or before the seventeenth business day of the month through submission of an Imbalance Trade Confirmation form; otherwise, such trade shall not be effective. Upon receipt of an Imbalance Trade Confirmation, Stingray will send an Imbalance Trade Notification to the trading parties by noon (Central Clock Time) the next business day. All or part of a Shipper's TMI may be offset, provided that a Shipper's TMI that is an overage may not become an underage, and vice versa. Any Shipper imbalance remaining after the Trading Period will be cashed out as described in Section 11.3 or Section 11.4, as appropriate. Section 11.3 pertains to Minority Shippers with imbalances in the opposite direction of the System Imbalance. Section 11.4 pertains to Majority Shippers with imbalances in the same direction as the System Imbalance. The System Imbalance is the difference, as of the end of the month, between the summation of all gas delivered during the month for Shippers and the summation of all gas received during the month from Shippers minus Company Use Gas.
- (c) The netting of imbalances does not relieve Shipper of the obligation to pay all transportation charges for the quantity of gas actually delivered to Shipper during the month.

GENERAL TERMS AND CONDITIONS

11.3 CASHOUT PROCEDURES APPLICABLE TO MINORITY SHIPPERS

- (a) Any imbalance remaining after the end of Trading Period will be cashed out on a tiered basis pursuant to the following schedule:

IMBALANCE LEVEL pays Stingray)	OVERAGE (Stingray pays Shipper)	UNDERAGE (Shipper)
-----	-----	-----
0% to 5%	100% x AMIP	100% x AMIP
Greater than 5% to 10%	90% x AMIP	110% x AMIP
Greater than 10% to 15%	80% x AMIP	120% x AMIP
Greater than 15% to 20%	70% x AMIP	130% x AMIP
Greater than 20%	60% x AMIP	140% x AMIP

Notwithstanding the foregoing, any imbalances created during a time an Operational Flow Order has been issued to the benefit of the System that are remaining at the end of the month will be separately cashed out at 100% of the AMIP.

- (b) Following any offsetting with other Shippers, a Shipper's remaining imbalance will be cashed out based on the percentage of that imbalance compared to the total receipts for that Shipper during the month. For example, if the total receipts were 1,000 Dth and the remaining underage imbalance after offsetting with other Shippers was 100 Dth, the total Imbalance Level would be 10%. The first 5% (50 Dth) would be cashed out at 100% of the AMIP and the remaining 50 Dth would be cashed out at 110% of the AMIP.

- (c) The Average Monthly Index Price (AMIP) is the arithmetic average of the Weekly Index Prices (WIPs). The WIP for any week is the arithmetic average of the following two index prices reported in 'Spot Gas Prices Delivered to Pipelines' issued by "Natural Gas Intelligence" (NGI):

Effective Date: 12/01/1996 Status: Effective  
FERC Docket: RP96-180-001

**Substitute First Revised Sheet No. 134** Substitute First Revised Sheet No. 134 : Effective  
Superseding: Original Sheet No. 134

GENERAL TERMS AND CONDITIONS  
-----

- (1) South Louisiana, NGPL; and
- (2) South Louisiana, LRC via Stingray.

In calculating the AMIP, the WIPs will be based on the prices reported in the issue of NGI dated on or after Stingray's nomination deadline for first of the month service for that month, and the subsequent issues dated prior to Stingray's nomination deadline for the following month's first of the month service.

(d) Following the ten (10) day period for offsetting imbalances, Shippers with remaining imbalances shall pay Stingray or will be credited with the appropriate cashout amounts.

(e) In the event NGI ceases to publish entirely or fails to publish the index prices listed in subsection (c) above, the following procedures shall apply in determining a month's AMIP:

(1) Should, in any given week, NGI fail to publish one of the two index prices used in determining that week's WIP, the WIP will be determined using the remaining published index price.

(2) Should, in any given week, NGI fail to publish both of the index prices used in determining that week's WIP, there will be no WIP for that week used in determining the month's AMIP.

(3) Should, in a given month, there be less than two WIP's available for the AMIP calculation, the following alternate AMIP procedures will apply: The AMIP will be defined as the arithmetic average of:

(i) The closing price for the NYMEX natural gas futures contract applicable to the month in which the imbalance was created (i.e., the price at which that month's contract "went off the board"); and

(ii) The individual daily closing prices for the following month ("spot month" or "near month") NYMEX natural gas contract during the month in which the imbalance was created, up to and including the day the "spot month" contract "goes off the board."

GENERAL TERMS AND CONDITIONS  
-----

(c) The AMIP is the arithmetic average of the AWIPs. The AWIPs are the monthly arithmetic average of the Weekly Index Prices (WIP). The WIPs listed below are reported in 'Spot Gas Prices Delivered to Pipelines' issued by "Natural Gas Intelligence" (NGI):

- (1) South Louisiana, NGPL; and
- (2) South Louisiana, LRC via Stingray.

In calculating the AMIP, the WIPs will be based on the prices reported in the issue of NGI dated on or after Stingray's nomination deadline for first of the month service for that month, and the subsequent issues dated prior to Stingray's nomination deadline for the following month's first of the month service.

(d) Following the ten (10) day period for offsetting imbalances, Shippers with remaining imbalances shall pay Stingray or will be credited with the appropriate cashout amounts.

(e) In the event NGI ceases to publish entirely or fails to publish the index prices listed in subsection (c) above, the following procedures shall apply in determining a month's AMIP:

(1) Should, in any given week, NGI fail to publish one of the two index prices used in determining that week's WIP, the WIP will be determined using the remaining published index price.

(2) Should, in any given week, NGI fail to publish both of the index prices used in determining that week's WIP, there will be no WIP for that week used in determining the month's AMIP.

(3) Should, in a given month, there be less than two WIP's available for the AMIP calculation, the following alternate AMIP procedures will apply: The AMIP will be defined as the arithmetic average of:

(i) The closing price for the NYMEX natural gas futures contract applicable to the month in which the imbalance was created (i.e., the price at which that month's contract "went off the board"); and

(ii) The individual daily closing prices for the following month ("spot month" or "near month") NYMEX natural gas contract during the month in which the imbalance was created, up to and including the day the "spot month" contract "goes off the board."

Effective Date: 12/01/1996 Status: Effective  
FERC Docket: RP96-180-001

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

GENERAL TERMS AND CONDITIONS  
-----

11.5 REFUND OF CASHOUT REVENUES IN EXCESS OF COSTS

(a) This Section of the General Terms and Conditions sets forth the procedures under which Stingray will refund or carry forward, for each annual billing period, any difference between the revenues received by Stingray and the costs incurred by Stingray under the cashout provisions of Stingray's firm and interruptible transportation Rate Schedules. For purposes of this Section 11, an annual billing period shall be the twelve (12) month period commencing each December 1 and ending the following November 30 with the first such annual billing period commencing December 1, 1993 and ending November 30, 1994.

(b) Subsequent to the end of each annual billing period, Stingray shall compare the revenues received and the costs incurred during the applicable annual period. If the revenues received exceed the costs incurred, then Stingray shall refund, within sixty (60) days of the end of the annual billing period, the net overrecoveries to firm and interruptible transportation customers on a pro rata basis in accordance with the transportation revenues (exclusive of penalty revenues) Stingray received for the annual billing period. In no event will a Shipper's refund exceed the revenue level utilized to determine its pro rata share. If the revenues received are less than the costs incurred, then Stingray shall carry forward the net underrecoveries to subsequent annual billing periods and may offset such net underrecoveries plus interest accrued during such subsequent annual periods against any future net overrecoveries that may occur in subsequent annual billing periods.

11.6 OPERATIONAL DATA VS. ACTUALS

In determining the cashout tier applicable under Sections 11.3 and 11.4 above, Stingray will utilize the operational data posted on DART as of the end of the month or the actual flow volumes (or, if actual flow volumes are not available at the time of billing, the reasonable estimates), whichever results in a lower cashout tier.

11.7 PRIOR PERIOD ADJUSTMENTS

Any imbalances for a month that are booked after the transportation for that month has been billed as a result of receiving actual or corrected flow information will be cashed out at 100% of the AMIP in effect during the month the imbalance occurred.



Effective Date: 12/01/1996 Status: Effective  
FERC Docket: RP96-180-001

**First Revised Sheet No. 136** First Revised Sheet No. 136 : Effective  
Superseding: Original Sheet No. 136

GENERAL TERMS AND CONDITIONS  
-----

11.8 PURCHASE AND SALE OF GAS

Stingray is not providing a supply service under any Rate Schedule of this Tariff. Without limitation of the foregoing, Stingray may buy and sell gas to the extent necessary to maintain System pressure, to implement the cashout procedures under this Section 11 and to perform other functions in connection with providing transportation service. The point of any such sale shall occur at Receipt Points on a Shipper Agreement. Such sales shall be authorized pursuant to Stingray's blanket sales certificate. Nothing herein shall impose on Stingray any obligation to provide a supply function to any of its Shippers.

GENERAL TERMS AND CONDITIONS

12. UNAUTHORIZED DELIVERY OF GAS

12.1 DEFINITION

"Unauthorized Gas" shall mean any volume of gas delivered to Stingray that Stingray cannot identify as being delivered pursuant to a transportation nomination on behalf of an existing Shipper.

12.2 APPLICABILITY NOTICE AND CLAIMS

All Unauthorized Gas shall be subject to this Section. Stingray shall give notice in writing to the owner/Shipper of the Unauthorized Gas (if known) and to the operator of the applicable supply point where the Unauthorized Gas was received, that said Unauthorized Gas is subject to these provisions and will be posted on the Internet Web Site. In addition, on the first business day following the fifteenth of each month, Stingray shall post on the Internet Web Site the volume, date first received on Stingray's System, and point of receipt of any Unauthorized Gas received ("Notice"). The initial posting will remain on the Internet Web Site until a Valid Claim has been submitted or until at least ninety (90) days after the initial posting of the Notice. In order to be a Valid Claim for purposes hereof, a claim must: (a) be provided to Stingray in writing; (b) identify the specific Unauthorized Gas delivered; (c) provide independent evidence of ownership of the Unauthorized Gas claimed; and (d) agree to indemnify Stingray fully with respect to any adverse claims to ownership of the gas or to the proceeds resulting from the sale thereof. In addition, the Unauthorized Gas must be nominated to an effective transportation Agreement with Stingray that contains the Receipt Point at which Unauthorized Gas was received ("Valid Nomination") in order to prevent the accrual of further penalties under Section 12.3 hereof.

12.3 TREATMENT OF UNAUTHORIZED GAS

- (a) If a Valid Claim and Valid Nomination are submitted within three (3) business days of the posting of the Notice, no penalty shall be assessed under this Section but the provisions contained within Section 10 of these General Terms and Conditions shall apply fully to such nominations and receipts.

GENERAL TERMS AND CONDITIONS

- (b) If a Valid Claim and Valid Nomination are submitted after three (3) business days of the posting of the Notice but within sixty (60) calendar days of the posting of the Notice, Stingray shall assess a penalty of fifty cents (\$.50) per Dth upon that Shipper transporting the Unauthorized Gas after nomination to a transportation Agreement with Stingray. This charge is in lieu of the provisions contained within Section 10 of these General Terms and Conditions.
- (c) If a Valid Claim and Valid Nomination are submitted after sixty (60) days but within one hundred twenty (120) days of the posting of the Notice, Stingray shall assess a penalty of one dollar (\$1.00) per Dth upon that Shipper transporting the Unauthorized Gas after nomination to a transportation Agreement with Stingray. This charge is in lieu of the provisions contained within Section 10 of these General Terms and Conditions.
- (d) If a Valid Claim and Valid Nomination are not submitted within one hundred twenty (120) calendar days of the Notice, Stingray shall retain the gas without any payment. Such volume of gas retained shall be applied toward Company Use Gas.

12.4 TREATMENT OF PENALTY

COLLECTIONS Any penalties collected in accordance with Sections 12.3(b) and 12.3(c), net of cost, shall be credited to Non-Offending Shippers. The credit amount shall be allocated to Non-Offending Shippers based on their physical receipts during a month any penalties were assessed under Sections 12.3(b) or 12.3(c). The credit shall be reflected on Shippers' invoices issued in the second month following the month of penalty collection. A Non-Offending Shipper is any Shipper that was charged for transportation service under any of Stingray's applicable rate schedules but was not assessed any penalties under Sections 12.3(b) or 12.3(c) during the month.

Effective Date: 10/01/2002 Status: Effective  
FERC Docket: RP02-469-000

**Fifth Revised Sheet No. 139** Fifth Revised Sheet No. 139 : Effective  
Superseding: Fourth Revised Sheet No. 139

GENERAL TERMS AND CONDITIONS

13. STATEMENTS, BILLING, PAYMENT AND DISCOUNTING POLICY

13.1 STATEMENT AND INVOICES

Stingray shall, on or before the ninth (9th) Business Day of each month, render to Shipper a bill or bills for service under each applicable Rate Schedule during the preceding month. As used in this Section 13, "render" is defined as postmarked, time-stamped and delivered to the designated site. Invoices will be based on actuals (if available) or best available data. Quantities at points where OBAs exist will be invoiced based on scheduled quantities.

13.2 SHIPPER INFORMATION

If information is required from Shipper, or its designee, to actualize volumes or allocations, Shipper shall furnish the required information, or cause it to be furnished, to Stingray, on or before the tenth (10th) day of each month.

13.3 IMBALANCE STATEMENT

Imbalance statements will be generated at the same time or prior to the generation of the invoice. Prior to or with the above-required invoice for billing, Stingray shall render the gas imbalance statement which details in Dth the gas received and delivered each month at the Receipt and Delivery Point(s) based on the best information available.

13.4 PAYMENT

Shipper shall pay to Stingray at the address indicated on the invoice or, if directed by Stingray, by wire transfer to a bank designated by Stingray, the amount due Stingray for services provided pursuant to an Agreement during the appropriate calendar month as reflected in the billing described above, within ten (10) calendar days after the date of receipt of such billing. For purposes of this Section, the bill is deemed to be received by Shipper on the date sent to Shipper's designated site if sent by EDI, or three (3) days after the postmark date if sent by mail. The invoice number should be identified on all payments. Pursuant to NAESB Standard 3.3.17: Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.

Effective Date: 05/01/1997 Status: Effective  
FERC Docket: RP97- 68-004

**Substitute Second Revised Sheet No. 140** Substitute Second Revised Sheet No. 140 : Superseded  
Superseding: 2nd Sub First Revised Sheet No. 140

GENERAL TERMS AND CONDITIONS  
-----

remittance detail should be provided with the payment. Should Shipper fail to pay any undisputed portion of any bill as herein provided when such amount is due, interest on the unpaid portion of the bill shall accrue at the maximum allowable interest permitted under the Commission's Regulations. For any amount to be considered "disputed," Shipper must provide appropriate documentation supporting and identifying the basis for the dispute. If Shipper fails to make payment in accordance with this Section, Stingray may, in addition to any other remedy it may have under this Tariff or under commercial law: (a) suspend deliveries as provided in Section 3.11 of these General Terms and Conditions; and (b) offset such deficient payments against any payments, refunds or credits owed by Stingray to Shipper.

13.5 ADJUSTMENT OF ERRORS

(a) The time limitation for disputes of allocations should be six (6) months from the date of the initial month-end allocation with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties other statutory or contractual rights shall not otherwise be diminished by this standard.

(b) Prior period adjustment time limits should be six (6) months from the date of the initial transportation invoice and seven (7) months from date of initial sales invoice with a three (3) month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

(c) In no event will any changes be made after twenty-four (24) months from the date of statements, billings or payment, based on actualized volumes, unless the parties mutually agree.

Effective Date: 12/01/1996 Status: Effective  
FERC Docket: RP97- 39-002

**Original Sheet No. 140A** Original Sheet No. 140A : Superseded

GENERAL TERMS AND CONDITIONS  
-----

the base commodity rate, and second, if the discount is greater than such base commodity rate, to the commodity transition-cost surcharge. To the extent Stingray agrees to a discount of any commodity rates and commodity transition-cost surcharges for interruptible transportation service, the discount will be apportioned first to the base commodity rate, and second, if the discount is greater than such base commodity rate, to any applicable commodity transition-cost surcharge. Nothing herein will require Stingray to agree to any discount.

GENERAL TERMS AND CONDITIONS

15. INFORMATION AND COMMUNICATIONS REGARDING SERVICES.

This Section describes the information Transporter will make available pursuant to Order Nos. 497 et al., and Order Nos. 636 et al. and the procedures through which the information will be made available.

15.1 General

Stingray shall maintain an Internet Web Site for the purpose of providing its Shippers and third parties equal and timely access to Stingray's transportation log, and on information relevant to the availability of capacity on Stingray's System. Stingray shall also provide each Shipper access through its Interactive Internet Website to information related to activity under its agreement with Stingray, such as nominations and estimated imbalances. Furthermore, Stingray shall administer each Shipper's release of capacity as more particularly described in Section 16 hereof, through its Interactive Internet Website and shall provide to Shipper other interactive capabilities. All forms set forth or referenced in the Tariff will also be maintained on Stingray's Internet Web Site for Shipper's use.

15.2 Submission of Information and Communications

Unless specifically provided otherwise in this Tariff, the generic provisions of this Tariff requiring that notices, requests, and other communications be in writing may be satisfied by Shipper through submission of such communications over Stingray's Interactive Internet Website. Transportation Service Agreement specific notices requiring communications to be in writing remain unchanged unless mutually agreed to otherwise by the parties. Submission of information and communications through Stingray's Interactive Internet Website shall be legally binding on Shipper and Stingray.

15.3 Access to the Interactive Internet Website

- (a) A Shipper may communicate with Stingray via the Interactive Internet Website by:
  - (i) acquiring compatible PC capability;
  - (ii) executing the System License Agreement with Stingray; and
  - (iii) receiving a user identification number for accessing the system.

Effective Date: 10/01/2002 Status: Effective

FERC Docket: RP02-469-000

**Fourth Revised Sheet No. 148** Fourth Revised Sheet No. 148 : Effective  
Superseding: Sub Third Revised Sheet No. 148

GENERAL TERMS AND CONDITIONS

16. CAPACITY RELEASE BY FIRM SHIPPERS

16.1 GENERAL

- (a) Subject to the terms, conditions and limitations set forth in this Section 16, a Shipper holding capacity rights under an Eligible Firm Transportation Agreement shall have the right to release all or a portion of such capacity rights and, if a capacity release is effectuated under this Section 16, to receive a credit for reservation charge revenues received by Stingray from that other Shipper for such released capacity.
- (b) The deadlines set forth in this Section 16 are applicable to all parties involved in the capacity release process; however, they are only applicable if all information provided by the parties to the transaction is valid and the Replacement Shipper (or Subreplacement Shipper, if applicable) has been determined to be creditworthy before the Qualified Bid is tendered, and there are no special terms or conditions of the release.
- (c) Following is a summary of the capacity release process and deadlines set forth in greater detail in the remainder of this Section 16:

NAESB Standard 5.3.2 (Version 1.5) states:

For biddable releases (less than 1 year):

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



Effective Date: 10/01/2002 Status: Effective  
FERC Docket: RP02-469-000

**Third Revised Sheet No. 148A** Third Revised Sheet No. 148A : Effective  
Superseding: Sub Second Revised Sheet No. 148A

GENERAL TERMS AND CONDITIONS

For biddable releases (1 year or more):

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

For non-biddable releases:

Timely Cycle

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

Evening Cycle

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

Effective Date: 07/01/2003 Status: Pending  
FERC Docket: RP03-445-000

**Fourth Revised Sheet No. 148A** Fourth Revised Sheet No. 148A : Pending  
Superseding: Third Revised Sheet No. 148A

GENERAL TERMS AND CONDITIONS

For biddable releases (1 year or more):

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

For non-biddable releases:

Timely Cycle

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

Evening Cycle

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

GENERAL TERMS AND CONDITIONS

Intraday 1 Cycle

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

Intraday 2 Cycle

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

16.2 DEFINITIONS

(a) BID VALUE

The value assigned to a Qualified Bid or a Prearranged Release according to the bid evaluation procedures set forth in Section 16.10 or, if applicable, the bid evaluation procedures set forth in the Capacity Release Request.

(b) CAPACITY RELEASE REQUEST

The request that a Releasing Shipper submits to initiate the capacity release procedure under this Section 16.

(c) ELIGIBLE FIRM TRANSPORTATION AGREEMENT

A transportation agreement under Rate Schedules FTS or FTS-2, except for FTS Agreements which the Shipper entered into pursuant to a release of capacity for which the Shipper is paying a volumetric rate rather than a fixed reservation charge.

(d) MAXIMUM BID VOLUME

The maximum amount of capacity the Qualified Bidder agreed to accept in its Qualified Bid.

(e) MINIMUM BID VOLUME

The minimum amount of capacity the Qualified Bidder agreed to accept in its Qualified Bid.

Effective Date: 07/01/2003 Status: Pending  
FERC Docket: RP03-445-000

**Fourth Revised Sheet No. 148B** Fourth Revised Sheet No. 148B : Pending  
Superseding: Third Revised Sheet No. 148B

GENERAL TERMS AND CONDITIONS

Intraday 1 Cycle

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

Intraday 2 Cycle

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

- (d) Non-biddable releases on non-Business Days:  
The Releasing Shipper, the Replacement Shipper and Stingray must mutually agree to procedures on a Business Day preceding the release to ensure that posting of the prearranged deal, contract issuance, and nominations by the Replacement Shipper at the next available nomination cycle can be accommodated within a time period deemed reasonable by all parties.

16.2 DEFINITIONS

(a) BID VALUE

The value assigned to a Qualified Bid or a Prearranged Release according to the bid evaluation procedures set forth in Section 16.10 or, if applicable, the bid evaluation procedures set forth in the Capacity Release Request.

(b) CAPACITY RELEASE REQUEST

The request that a Releasing Shipper submits to initiate the capacity release procedure under this Section 16.

GENERAL TERMS AND CONDITIONS

(c) ELIGIBLE FIRM TRANSPORTATION AGREEMENT

A transportation agreement under Rate Schedules FTS or FTS-2, except for FTS Agreements which the Shipper entered into pursuant to a release of capacity for which the Shipper is paying a volumetric rate rather than a fixed reservation charge.

(d) MAXIMUM BID VOLUME

The maximum amount of capacity the Qualified Bidder agreed to accept in its Qualified Bid.

(e) MINIMUM BID VOLUME

The minimum amount of capacity the Qualified Bidder agreed to accept in its Qualified Bid.

(f) ORIGINAL SHIPPER

The entity who is the Shipper under an Eligible Firm Transportation Agreement (other than through a capacity release).

(g) PREARRANGED RELEASE

The binding written release agreement between a Releasing Shipper and a Prearranged Shipper covering Eligible Firm Transportation Agreement capacity rights, the effectiveness of which is subject only to: (1) the prequalification of the Prearranged Shipper under Section 16.15; and (2) the release of such capacity rights to the Prearranged Shipper as provided by this Section 16.

(h) PREARRANGED SHIPPER

A person or entity prequalified under Section 16.15 who has entered into a Prearranged Release with a Releasing Shipper for Eligible Firm Transportation Agreement capacity rights.

(i) QUALIFIED BID

A binding bid prequalified under Section 16.15 by a Qualified Bidder for capacity rights subject to a Capacity Release Request under this Section 16.

(j) QUALIFIED BIDDER

Any person or entity prequalified under Section 16.15 who bids for capacity rights being released under this Section 16.

Effective Date: 07/10/1995 Status: Effective  
FERC Docket: RP95-306-001

**Third Revised Sheet No. 150** Third Revised Sheet No. 150 : Superseded  
Superseding: Second Revised Sheet No. 150

GENERAL TERMS AND CONDITIONS  
-----

(m) REPLACEMENT SHIPPER

A Shipper receiving capacity rights under an Eligible Firm Transportation Agreement pursuant to a direct release from an Original Shipper under this Section 16.

(n) SHORT-TERM PREARRANGED RELEASE

A Prearranged Release with a term of thirty-one (31) days or less that is not for the maximum reservation charge.

(o) SUBREPLACEMENT SHIPPER

A Shipper receiving capacity rights released from an Eligible Firm Transportation Agreement by a Replacement Shipper or a Subreplacement Shipper under this Section 16.

(p) UNIT BID VALUE

The unit value per Mcf assigned to a Qualified Bid or a Prearranged Release according to the bid evaluation procedures set forth in Section 16.10.

(q) WINNING BID VALUE

The highest possible total Bid Value achievable under Section 16.10 for the Capacity Release Request from the Qualified Bids consistent with the Capacity Release Request and this Section 16.

16.3 RELEASE WITHOUT A PREARRANGED SHIPPER

A Shipper seeking to release its Eligible Firm Transportation Agreement capacity rights without a Prearranged Shipper shall deliver a Capacity Release Request to Stingray's DART system (or in writing for posting on Stingray's DART system if Stingray's DART system is unavailable for receiving Capacity Release Requests) which sets forth:

(a) The Releasing Shipper's legal name, address and phone number, the Eligible Firm Transportation Agreement number, the date of the Eligible Firm Transportation Agreement and the name and title of the individual responsible for authorizing the capacity release;

GENERAL TERMS AND CONDITIONS

(k) RELEASED FIRM TRANSPORTATION AGREEMENT

The agreement between Stingray and a Replacement Shipper or a Subreplacement Shipper by which the Replacement Shipper or Subreplacement Shipper confirms the receipt of capacity rights under an Eligible Firm Transportation Agreement released by a Releasing Shipper under this Section 16.

(l) RELEASING SHIPPER

Any Shipper holding capacity rights under an Eligible Firm Transportation Agreement or Released Firm Transportation Agreement who has released or seeks to release such capacity rights pursuant to this Section 16.

(m) REPLACEMENT SHIPPER

A Shipper receiving capacity rights under an Eligible Firm Transportation Agreement pursuant to a direct release from an Original Shipper under this Section 16.

(n) SHORT-TERM PREARRANGED RELEASE

A Prearranged Release with a term of thirty-one (31) days or less that is not for the maximum reservation charge.

(o) SUBREPLACEMENT SHIPPER

A Shipper receiving capacity rights released from an Eligible Firm Transportation Agreement by a Replacement Shipper or a Subreplacement Shipper under this Section 16.

(p) UNIT BID VALUE

The unit value per Dth assigned to a Qualified Bid or a Prearranged Release according to the bid evaluation procedures set forth in Section 16.10.

(q) WINNING BID VALUE

The highest possible total Bid Value achievable under Section 16.10 for the Capacity Release Request from the Qualified Bids consistent with the Capacity Release Request and this Section 16.

16.3 RELEASE WITHOUT A PREARRANGED SHIPPER

A Shipper seeking to release its Eligible Firm Transportation Agreement capacity rights without a Prearranged Shipper shall deliver a Capacity Release Request to Stingray's Interactive Internet Website or via EDI which sets forth:

Effective Date: 05/04/1995 Status: Effective  
FERC Docket: RP95-306-000

**Second Revised Sheet No. 156** Second Revised Sheet No. 156 : Superseded  
Superseding: Substitute First Revised Sheet No. 156

GENERAL TERMS AND CONDITIONS  
-----

(f) The Releasing Shipper may withdraw its posted Capacity Release Request during an open season under this Section 16 only if the Releasing Shipper has a need for the capacity for its own use not anticipated at the time of its Capacity Release Request; following the close of the open season, a Releasing Shipper may not reject a winning Qualified Bid. Notice of a withdrawal of a Capacity Release Request must be delivered to Stingray's DART system (or in writing for posting on Stingray's DART system if Stingray's system is unavailable for receiving Capacity Release Requests) no later than the end of the open season for the Capacity Release Request.

(g) Unless the Capacity Release Request states otherwise, the average monthly transportation flow used to evaluate a Qualified Bid whose revenues will vary by the volume transported shall be ten percent (10%) of the Qualified Bid capacity.

(h) Any Capacity Release Request not in compliance with this Section 16.5 and the other provisions of Stingray's Tariff shall be null and void and, even if posted, may be removed from Stingray's DART system by Stingray at any time.

16.6 OPEN SEASON EXCEPTIONS

An open season is not required for: (a) a Prearranged Release for the maximum reservation charge applicable to the capacity being released; or (b) a Short-term Prearranged Release. A Capacity Release Request which is not subject to an open season need only contain the information required in Sections 16.4(a) and (b). Such Capacity Release Request must be delivered to Stingray's DART system (or in writing for posting on Stingray's DART system if Stingray's DART system is unavailable for receiving Capacity Release Requests) sufficiently in advance so that the release may become effective under Section 16.9 before the release transaction is to commence. In the case of releases for which service is to commence on the first day of a month on or before May 22, 1995, the Capacity Release Request should be submitted no later than 11:00 a.m. Central Time two (2) business days prior to the day nominations are due under Section 6.2 of these General Terms and Conditions for first of the month service. A Releasing Shipper may not rollover, extend or in any way continue a Short-term Prearranged Release with the same Replacement or Subreplacement Shipper until twenty-eight (28) days after the Short-term Prearranged Release has ended unless the Releasing Shipper complies with the Capacity Release Request provisions in Sections 16.3 and 16.4.



GENERAL TERMS AND CONDITIONS

16.6 OPEN SEASON EXCEPTIONS

An open season is not required for: (a) a Prearranged Release for the maximum charge applicable to the capacity being released provided that during the period until September 30, 2002, the release term is one year or more; or (b) a Short-term Prearranged Release. A Capacity Release Request which is not subject to an open season need only contain the information required in Sections 16.4(a) and (b). Such Capacity Release Request must be delivered to Stingray's Interactive Internet Website or via EDI sufficiently in advance so that the release may become effective under Section 16.9 before the release transaction is to commence. A Releasing Shipper may not rollover, extend or in any way continue a Short-term Prearranged Release with the same Replacement or Subreplacement Shipper until twenty-eight (28) days after the Short-term Prearranged Release has ended unless the Releasing Shipper complies with the Capacity Release Request provisions in Sections 16.3 and 16.4.

16.7 POSTINGS; OPEN SEASON

- (a) A Capacity Release Request received by Stingray via EDI (which is applicable only for Prearranged Capacity Release) or through the Interactive Internet Website prior to the starting time of the open season requested by the Releasing Shipper in its Capacity Release Request in conformance with this Section 16 shall be posted on Stingray's Interactive Internet Website as requested. The posting shall contain the information contained in the Capacity Release Request, including, at its option, the identification of the Releasing Shipper, except that the minimum price in any minimum price condition requested to be held confidential by the Releasing Shipper (but not the existence of the minimum bid condition), shall be kept confidential and shall not be posted. The posting shall also include the maximum reservation charge (including any reservation surcharges) applicable to the capacity subject to the Capacity Release Request, the beginning and ending time for the open season and the time the notice was posted. Stingray shall post the Capacity Release Request upon receipt, unless the Releasing Shipper requests otherwise. If the Releasing Shipper requests a posting time, Stingray will comply with that request as long as it comports with the deadlines set forth in this Section 16.

Effective Date: 06/23/1994 Status: Effective

FERC Docket: RP94-256-000

**Original Sheet No. 157A** Original Sheet No. 157A : Superseded

GENERAL TERMS AND CONDITIONS  
-----

(d) In the case of releases for which service is to commence on the first day of a month, the Capacity Release Request should be submitted sufficiently in advance so that the open season ends at least two (2) business days prior to the day nominations are due under Section 6.2 of these General Terms and Conditions for first of the month service.

GENERAL TERMS AND CONDITIONS

- (c) Pursuant to Section 284.8(i) of the Commission's regulations, until September 30, 2002 for releases with a term of less than one year, a Qualified Bidder may bid rates which would exceed Stingray's maximum rate applicable to the Eligible Firm Transportation Agreement capacity. For releases with terms of one year or more and for all releases after September 30, 2002, a Qualified Bidder may not bid rates which would exceed Stingray's maximum reservation charge applicable to the Eligible Firm Transportation Agreement capacity. If the original Shipper is paying a Negotiated Rate or a rate under a Negotiated Rate Formula pursuant to Section 34 of these General Terms and Conditions, a Qualified Bidder may not bid a rate which exceeds the applicable Recourse Rate except as permitted by the Commission's regulations at Section 284.8(i) and Section 16.7(c) hereof for releases with a term of less than one year. A Qualified Bid may state a dollar amount or a percentage of Stingray's maximum reservation rate, unless the Releasing Shipper has specified that the bid must specify one or the other, in which case, the Qualified Bid must comport with the Releasing Shipper's choice. A bid at a rate equal to Stingray's maximum reservation rate shall be a bid for Stingray's maximum reservation rate as such rate may increase or decrease from time to time in the future. The maximum Qualified Bid reservation charge includes all demand surcharges, including all direct-billed charges and Order No. 636 transition costs which are or may become applicable to the Eligible Firm Transportation Agreement capacity.
- (d) All Qualified Bids shall provide for payment of maximum commodity charges under Stingray's Tariff for the capacity bid, as well as all other applicable add-on charges and surcharges under Stingray's Tariff, such as, but not limited to, ACA, Company Use Gas and any FERC Order No. 636 commodity-based transition cost recovery surcharge, unless Stingray agrees in writing otherwise.
- (e) A Qualified Bid received by Stingray during an open season shall be posted by Stingray on its Interactive Internet Website upon receipt, without the name of the Qualified Bidder. A Qualified Bid may be withdrawn by the Qualified Bidder prior to the close of the open season, but may not be withdrawn thereafter. Following such withdrawal, the Qualified Bidder cannot bid for the same capacity during the open season at a lower rate.
- (f) All Qualified Bids must be consistent with all provisions of Stingray's Tariff. Any Qualified Bid inconsistent with Stingray's Tariff or the applicable Capacity Release Request shall be null and void.

16.9 AWARDING OF RELEASED CAPACITY; EFFECTIVE DATE; GAS NOMINATIONS

- (a) For a Prearranged Release for which no open season is required under Section 16.6 and which is received by 9:00 a.m. Central Clock Time on a business day, Stingray shall award the capacity to the Prearranged Shipper by 10:00 a.m. Central Clock Time on such business day on which Stingray received the Prearranged Release, provided that all applicable provisions of this Section 16 have been complied with.

GENERAL TERMS AND CONDITIONS

rights against the delinquent Replacement/ Subreplacement Shipper shall be subrogated to the related rights of the Releasing Shipper. Stingray shall make a reasonable effort to collect from the Replacement/ Subreplacement Shipper the amount(s) due. Such reasonable effort shall not include incurring costs from outside attorneys, collection agents or other third parties.

- (d) All payments received from a Replacement or Subreplacement Shipper shall first be applied to reservation charges, then to late charges on reservation charges, then to scheduling and Critical Time imbalance charges and cashout amounts, then to late charges not on the reservation charges, and then last to commodity-based charges. Payments by Replacement or Subreplacement Shippers in excess of the total amount(s) due for the Released Firm Transportation Agreement capacity shall be a credit applied to any outstanding balance owed under any contract with Stingray, or a refund if requested in writing and no such outstanding balance exists.

16.14 NOMINATIONS/SCHEDULING; RECALLS AND REPUTS

- (a) All Replacement and Subreplacement Shippers shall nominate and schedule natural gas for service hereunder directly with Stingray in accordance with the applicable procedures set forth in Section 6 of these General Terms and Conditions. In order for any capacity recall or capacity reput to be effective, a Releasing Shipper must give prior notice of such recall or reput, and any allocation of the capacity for a partial recall or reput, to Stingray and to the Replacement Shipper or Subreplacement Shipper from which the capacity is recalled or to whom the capacity is reput.
- (b) For recalls, Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity (scheduled or unscheduled) at the Timely Nomination Cycle and the Evening Nomination Cycle, and recall unscheduled released capacity at the Intra-day 1 and Intra-day 2 Nomination Cycles by providing prior notice to Stingray and Replacement Shipper and Subreplacement Shippers by the following times

Effective Date: 07/01/2003 Status: Pending  
FERC Docket: RP03-445-000

**Third Revised Sheet No. 173** Third Revised Sheet No. 173 : Pending  
Superseding: Second Revised Sheet No. 173

GENERAL TERMS AND CONDITIONS

rights against the delinquent Replacement/ Subreplacement Shipper shall be subrogated to the related rights of the Releasing Shipper. Stingray shall make a reasonable effort to collect from the Replacement/Subreplacement Shipper the amount(s) due. Such reasonable effort shall not include incurring costs from outside attorneys, collection agents or other third parties.

- (d) All payments received from a Replacement or Subreplacement Shipper shall first be applied to reservation charges, then to late charges on reservation charges, then to scheduling and Critical Time imbalance charges and cashout amounts, then to late charges not on the reservation charges, and then last to commodity-based charges. Payments by Replacement or Subreplacement Shippers in excess of the total amount(s) due for the Released Firm Transportation Agreement capacity shall be a credit applied to any outstanding balance owed under any contract with Stingray, or a refund if requested in writing and no such outstanding balance exists.

16.14 NOMINATIONS/SCHEDULING; RECALLS AND REPUTS

- (a) All Replacement and Subreplacement Shippers shall nominate and schedule natural gas for service hereunder directly with Stingray in accordance with the applicable procedures set forth in Section 6 of these General Terms and Conditions. In order for any capacity recall or capacity reput to be effective, a Releasing Shipper must give prior notice of such recall or reput, pursuant to the Tariff and NAESB WGQ Standards incorporated by reference herein, to Stingray and to the Replacement Shipper or Subreplacement Shipper from which the capacity is recalled or to whom the capacity is reput.
- (b) The recall notification provided to Stingray should be expressed in terms of the total released capacity entitlement that is the subject of the recall.
- (c) For recalls, Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity by providing prior notice to Stingray and Replacement Shipper and Subreplacement Shippers by the following times:

Effective Date: 07/01/2002 Status: Effective

FERC Docket: RP02-258-000

**Original Sheet No. 173A** Original Sheet No. 173A : Effective

for each cycle: 8a.m. CCT for the Timely Nomination Cycle; 5:00 p.m. CCT for the Evening Nomination Cycle; 8 a.m. CCT for the Intra-day 1 Nomination Cycle, and 3:00 p.m. for the Intra-day 2 Nomination Cycle. A subsequent notification to the Replacement and Subreplacement Shippers will be provided by Stingray within one hour of receipt of recall notification.

- (c) All reputs shall be effective as of the start of a day, must be for a term of at least one full day (i.e., there are no partial day reputs) and must be consistent with the procedures set forth in the Capacity Release Request and this Tariff.
- (d) In the event of a dispute between the Releasing Shipper and any other person as to the validity of any recall or reput, or the status of the holder of the capacity rights, Stingray shall be entitled to conclusively rely on any notice provided by the Releasing Shipper. The Original Shipper, Replacement Shipper and/or Subreplacement Shipper involved in any such dispute shall indemnify and hold Stingray harmless from any costs, damages or expenses relating to Stingray's reliance on such notice.

Effective Date: 07/01/2003 Status: Pending  
FERC Docket: RP03-445-000

**First Revised Sheet No. 173A** First Revised Sheet No. 173A : Pending  
Superseding: Original Sheet No. 173A

GENERAL TERMS AND CONDITIONS

(i) Timely Recall Notification:

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

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

(ii) Early Evening Recall Notification:

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

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

(iii) Evening Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Stingray and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;

Effective Date: 07/01/2003 Status: Pending

FERC Docket: RP03-445-000

**Original Sheet No. 173B** Original Sheet No. 173B : Pending

GENERAL TERMS AND CONDITIONS

- (b) Stingray should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time);
- (iv) Intraday 1 Recall Notification:
  - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Stingray and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
  - (b) Stingray should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time); and
- (v) Intraday 2 Recall Notification:
  - (a) A Releasing Shipper recalling capacity should provide notice of such recall to Stingray and the first Replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 Nominations are due;
  - (b) Stingray should provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).
- (d) In the event of an intra-day capacity recall, Stingray will determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Elapsed Prorata Capacity means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.



GENERAL TERMS AND CONDITIONS

- (e) All reputs shall be effective as of the start of a day, must be for a term of at least one full day (i.e., there are no partial day reputs) and must be consistent with the procedures set forth in the Capacity Release Request and this Tariff. The deadline for notifying Stingray of a reput is 8:00 a.m. to allow for timely nominations to flow on the next gas day.
- (f) Recalls or reputs on non-Business Days: The Releasing Shipper, Replacement Shipper, Subreplacement Shipper and Stingray must mutually agree to procedures on a Business Day preceding the recall or reput to ensure that timely notifications can be issued and nomination and scheduling changes can be accommodated.
- (g) In the event of a dispute between the Releasing Shipper and any other person as to the validity of any recall or reput, or the status of the holder of the capacity rights, Stingray shall be entitled to conclusively rely on any notice provided by the Releasing Shipper. The Original Shipper, Replacement Shipper and/or Subreplacement Shipper involved in any such dispute shall indemnify and hold Stingray harmless from any costs, damages or expenses relating to Stingray's reliance on such notice.

GENERAL TERMS AND CONDITIONS

16.17 OBLIGATIONS OF RELEASING SHIPPER

- (a) Subject to Section 16.17(c), the Releasing Shipper shall continue to be liable and responsible for all reservation charges associated with the released capacity up to the reservation charge specified in such Releasing Shipper's Agreement with Stingray. The Releasing Shipper agrees that the award of capacity to a Replacement Shipper or Subreplacement Shipper shall automatically reduce the Releasing Shipper's firm capacity rights under the Agreement with Stingray effective on the effective date of the release for the period of the release, except for any period that the firm capacity is recalled by the Releasing Shipper (if the successful bid so permits) until such capacity is reput to the Replacement or Subreplacement Shipper, in accordance with this Section 16.
- (b) A release by a Replacement Shipper shall not relieve the Original Shipper or the Replacement Shipper of their obligations under this Section 16.
- (c) In the event that a Released Firm Transportation Agreement covers the remaining term of the Eligible Firm Transportation Agreement at maximum rates, or higher if applicable pursuant to Section 16.7(c) hereof, then the Original Shipper may request in writing that the Original Shippers' rights and obligations under the Eligible Firm Transportation Agreement shall be prospectively assigned to, and be assumed by, the Replacement Shipper. Following such request, Stingray shall send the Original Shipper and Replacement Shipper an assignment agreement to so provide. In the event that the Original Shipper and the Replacement Shipper execute such assignment agreement, subject to the approval of Stingray's lenders if Stingray's loan agreement so requires, the Original Shipper shall be released from all liability under the Eligible Firm Transportation Agreement arising after such execution date.

Effective Date: 08/01/2001 Status: Effective  
FERC Docket: RP01-473-000

**First Revised Sheet No. 176** First Revised Sheet No. 176 : Effective  
Superseding: Original Sheet No. 176

GENERAL TERMS AND CONDITIONS

17. ADVERTISEMENT AND MARKETING FEES

17.1 ADVERTISEMENTS

Any person may advertise for the purchase of capacity on Stingray's System on Stingray's Internet Web Site by submitting the desired advertisement (up to one page) to Stingray. Stingray shall post such advertisement on its Internet Web Site no later than the business day following receipt thereof if so requested, so long as the advertisement is not unlawful or inconsistent with Stingray's Tariff. The posted period requested may be for a period of time not to exceed one month. There will be no posting fee for such advertisements seeking to purchase capacity on Stingray. A response in and of itself to an advertisement seeking to purchase capacity never constitutes a capacity release; to release capacity, the Shipper holding the capacity rights must utilize the release procedures set forth in Section 16 of these General Terms and Conditions.

17.2 FEE FOR ACTIVE MARKETING

When a Releasing Shipper under Section 16 of these General Terms and Conditions requests that Stingray actively market capacity to be released, the Releasing Shipper and Stingray shall negotiate the terms of the marketing service to be provided by Stingray and the marketing fee to be charged therefor.

Effective Date: 08/01/2001 Status: Effective  
FERC Docket: RP01-473-000

**First Revised Sheet No. 177A** First Revised Sheet No. 177A : Effective  
Superseding: Original Sheet No. 177A

GENERAL TERMS AND CONDITIONS

(b) To exercise the Right of First Refusal, Shipper must provide Stingray with notice via Stingray's Interactive Internet Website of Shipper's intent to do so in a form specified by Stingray and must submit such notice on or before the later of: (i) six (6) months prior to the expiration of the existing Agreement; or (ii) one (1) month after receiving written notice from Stingray that the Shipper may utilize these Right of First Refusal procedures. Stingray shall advise Shipper in writing of the date by which such notice must be submitted at least three (3) months prior to the last day on which such notice can be made on a timely basis. The Shipper's notice must specify a desired term of service and the desired MDQ in total and at each Receipt and Delivery Point. If the requested MDQ is greater than the existing MDQ in total and at each Receipt and Delivery Point, any such increase shall be treated as a request for new service under the applicable Rate Schedule and only the original MDQ shall be subject to the Right of First Refusal under this Section. The Right of First Refusal may apply to a portion of the original Shipper's then

GENERAL TERMS AND CONDITIONS

- effective service. Any notice specifying a decrease in MDQ in total or at any point shall not affect the existing Agreement during its remaining term.
- (c) Within fifteen (15) days after receipt of a notice under Section 18.2(b), Stingray shall post on its Internet Web Site an Announcement of Capacity Availability Subject to Right of First Refusal (Capacity Announcement) which shall: (1) specify the original Shipper's service rights; (2) indicate the availability of such service as of the date the existing Agreement expires, subject to the Right of First Refusal; (3) state the maximum rate applicable to such service; (4) set out any other information required by this Section; and (5) solicit bids for such service. Such Capacity Announcement shall be maintained, and bids accepted via the Interactive Internet Website, for a period of one (1) month from the initial posting.
- (d) (1) Within one (1) week after the end of the one month period during which the Capacity Announcement is posted, Stingray shall convey to the original Shipper a term sheet for the best bid (based on price and term) which would qualify for such service in all respects (including meeting applicable credit criteria), which is a bona fide bid and which Stingray is willing to accept. Stingray may, but is not required to, accept any bid which reflects a discount from the applicable maximum rate. In assessing which is the best bid if more than one bid is received, Stingray shall apply the same criteria utilized to evaluate bids under the Capacity Release Program (except that contract terms in excess of five years shall not increase the value of any bids). If a bid is received for a Negotiated Rate or Negotiated Rate Formula pursuant to Section 34 of these General Terms and Conditions which would result in a higher value for that bid than if the Recourse Rate was used, the value of the bid shall be assessed utilizing the Recourse Rate in lieu of the Negotiated Rate or Negotiated Rate Formula consistent with said Section 34.
- (2) Stingray's term sheet shall contain any and all terms of the bid but shall not identify the bidder; provided, however, such bid sheet shall indicate if the best bid was submitted by an affiliate of Stingray. Except for the providing of such term sheet to the original Shipper, all terms and conditions of any bid and the identity of the bidder shall remain confidential; provided that the Commission may on request have access to such information on a confidential basis.



GENERAL TERMS AND CONDITIONS

19. OPERATIONAL CONTROL

19.1 GENERAL

- (a) Stingray shall endeavor to maintain adequate pressure throughout its System and to preserve the overall operational integrity of its System; provided, however, that Stingray shall not be obligated to buy or sell gas or to install additional compression or otherwise modify its System for these purposes. Operating personnel for Shippers and other entities which are physically taking delivery of gas from Stingray or tendering gas to Stingray shall cooperate with Stingray in furtherance of this Section. Each Shipper shall designate one or more persons [but not more than two (2) primary and two (2) backup persons] for Stingray to contact on operating matters at any time, on a 24-hour a day, 365-day a year basis. Such contact persons must have adequate authority and expertise to deal with such operating matters. If Stingray cannot contact any Shipper because that Shipper has failed to designate a contact person or Shipper's contact person is unavailable or unsuitable, such Shipper shall be solely responsible for any consequences which could have been prevented by communication.
- (b) For the purpose of this Section 19, the overall operational integrity of Stingray's System shall encompass the integrity of the physical System and the preservation of physical assets and their performance (including the capability and deliverability of storage reservoirs), the overall operating performance of the entire physical System as an entity (or any portion thereof), and the maintenance (on a reliable and operationally sound basis) of total System deliverability and the quality of gas delivered.

19.2 STANDARDS

- (a) Stingray shall apply consistent and objective engineering and operational criteria to define the overall operational integrity of the System and acceptable pressure levels to be protected, to evaluate the imminent nature of any threat to these factors, and to determine what steps are necessary to preserve such factors. Such criteria may be changed from time to time as operating experience indicates.

GENERAL TERMS AND CONDITIONS

- (b) In applying this Section, Stingray shall operate its System on a non-discriminatory manner, without regard to the source of supply, the identity or nature of any Shipper or the identity of any entity tendering or receiving gas except as otherwise explicitly provided herein.
- (c) Stingray may request that Shippers periodically provide non-binding estimates of flow patterns, injections and withdrawals and other operating parameters.
- (d) Stingray may order operating or remedial curtailment or interruption at any time if in Stingray's judgment, capacity or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes, the conduct of which will be affected thereby, upon such notice as is reasonable under the circumstances, and Shipper shall be required to comply with such order in the time specified by Stingray.
- (e) Capacity available during any curtailment or interruption shall be allocated consistent with the priorities set forth in Section 3 hereof.
- (f) Without regard to any other remedy provided by law or by the provisions hereof, Stingray shall be entitled to seek an order from the Commission or any other appropriate tribunal requiring compliance with curtailment or interruption ordered by Stingray in compliance with this Section 19 or any directive from any governmental authority having jurisdiction in the premises.

19.3 LIABILITY

Stingray shall not be liable to any person for the manner in which it operates its System or any other adverse consequences to such person which may result from Stingray's actions, provided that Stingray's actions were undertaken in furtherance of and in accordance with this Tariff; except to the extent such adverse consequences, including lost gas supply, are attributable to Stingray's negligence or misfeasance.

19.4 COMMUNICATIONS

Information pursuant to this Section may be communicated by Stingray by any appropriate medium, including telephone or telecopier, and shall be confirmed via its Internet Web Site.



GENERAL TERMS AND CONDITIONS

22.3 TOXIC AND HAZARDOUS SUBSTANCES

Shipper agrees to supply or cause its designee to supply to Stingray upon demand, at any time and from time to time, a sample of liquids removed from the gas stream at any Receipt Point, whether removed by a coalescer or otherwise, for analysis at a laboratory of Stingray's choosing. If at any time PCBs or any other toxic substances or chemicals that Stingray deems hazardous and/or in any way unsafe for transportation are found in the liquid samples supplied to Stingray by Shipper, Stingray may in its sole discretion immediately cease the receipt of such gas and any associated liquids through its facilities. Upon proof that such toxic or hazardous substances are no longer present at levels deemed unsafe by Stingray, Stingray shall restore service to Shipper at the affected Receipt Point.

22.4 NON-CONFORMING GAS

If at any time, gas tendered under the Agreement shall fail to conform to any of the quality specifications set forth above the receiving party may, at its option, refuse to accept delivery pending correction of the deficiency by the delivering party.

22.5 PROCESSING RIGHTS

To the extent Shipper or any other Person elects not to exercise its rights, if any, to process natural gas for the removal of liquids and liquefiable hydrocarbons, Transporter shall have the unqualified right to process or cause to be processed such natural gas for the purpose of removing, among other things, liquids and liquefiable hydrocarbons and ownership of such liquids and liquefiable hydrocarbons shall be vested in Transporter so long as Transporter redelivers Thermally Equivalent Quantities of natural gas to Shipper.

Effective Date: 08/01/2001 Status: Effective  
FERC Docket: RP01-473-000

**First Revised Sheet No. 189** First Revised Sheet No. 189 : Effective  
Superseding: Original Sheet No. 189

GENERAL TERMS AND CONDITIONS

25. NOTIFICATION

25.1 GENERAL

Except as provided otherwise in this Tariff or the Agreement, operational communications may be made by telephone or other mutually agreeable means without subsequent written confirmation, unless written confirmation is requested by either party hereto. Any notice, request, demand, statement or other formal communication shall only be deemed given when delivered by first class, certified or registered U.S. mail, overnight delivery, courier, telefax, or electronic mail or postings on Stingray's Internet Web Site. Such delivery shall: (a) be sent to Stingray at the address specified in the Agreement, or through the Interactive Internet Website, or at an address otherwise stated in a notice by Stingray to Shipper; and (b) be sent to Shipper at the address in the Agreement pursuant to the Rate Schedule, through the Interactive Internet Website or at an address otherwise stated in a notice by Shipper to Stingray.

25.2 NOTIFICATION PROCEDURES

(a) PRICING

- (1) The availability and pricing of services on Stingray's System is governed by this Tariff. From time to time, Stingray changes or updates its Tariff by filings with the FERC. Each Shipper is notified by Stingray of such filings and is provided a copy of each filing.
- (2) Telephone inquiries related to the availability or pricing of services are answered by representatives of Stingray and upon request, potential Shippers are provided copies of Stingray's Tariff filings.
- (3) Shippers desiring a rate under any Agreement other than the maximum rate on file with the FERC are required to submit such requests in writing or by electronic medium to the Vice President, Commercial Development, in Houston. Any lower rate agreed to by Stingray is evidenced in writing to such Shipper, and such rate is considered confidential until it is reported to the FERC as required by the Regulations. In order to attract or determine interest in the use of any particular service, representatives of Stingray from time to time contact Shippers by telephone. Such conversations are confidential and may or may not result in Shipper submitting a request for a discounted rate for a

particular service.

GENERAL TERMS AND CONDITIONS

(b) CAPACITY

- (1) Capacity available for firm service is communicated to requestors of that service under the provisions of the applicable firm Rate Schedule. The general availability of firm capacity is also communicated by Stingray's Internet Web Site which is described in Section 16 of these General Terms and Conditions.
- (2) Capacity available for interruptible services is communicated to holders of interruptible Agreements by representatives of Stingray in response to the Shippers' nominations for service under Stingray's first come, first served queue. The nomination and confirmation procedure is detailed in Section 6 of these General Terms and Conditions and in the Transportation Handbook available as provided in subsection (c). The general availability of interruptible capacity is also communicated by Stingray's Internet Web Site, which is described in Section 16 of these General Terms and Conditions.
- (3) When available capacity is affected by construction projects or unforeseen conditions, Stingray communicates such information primarily via Internet Web Site postings to its Shippers. Stingray also uses letters or telephone calls to communicate capacity information when such means are appropriate.

*Effective Date: 08/01/2001 Status: Effective*

*FERC Docket: RP01-473-000*

**Fourth Revised Sheet No. 196** Fourth Revised Sheet No. 196 : Effective  
Superseding: Third Revised Sheet No. 196

This Page is being reserved for future use.

GENERAL TERMS AND CONDITIONS

31 COMPLAINT PROCEDURE

It is the goal of Stingray, as a provider of transportation services for others, that each of its existing and potential shippers receive service that is in accordance with Stingray's Tariff and is fully satisfactory to the customer. To that end, it is the policy of Stingray that customer concerns and problems, communicated in any form to any representative of Stingray, be satisfactorily resolved as informally, as rapidly and at as low a level as is possible. If attempts to resolve problems and concerns through such normal communication channels are unsuccessful, the procedures set forth in Sections 31.3(a) through 31.3(e) should be followed.

- (a) Formal complaints by Shippers and potential shippers shall be addressed to the Vice President, Transportation Services, located in Houston, Texas. A complaint should contain as much specific information as is possible in order to facilitate the appropriate resolution of the matter. Anyone making a verbal complaint should specifically identify the communication as a complaint.
- (b) The Vice President, or his designee, shall acknowledge the receipt of the complaint within forty-eight (48) hours of receipt. If appropriate, Stingray's resolution of the matter will be communicated tentatively to the complainant at that time.
- (c) The Vice President, or his designee, shall communicate, as necessary, with others concerning the complaint and the formation of an appropriate response to it.
- (d) The timing and nature of subsequent communications with the complainant, including final resolution of the matter, shall be at the discretion of the Vice President. Every effort shall be made to resolve finally each complaint in writing within thirty (30) days after the complaint was originally received. At a minimum, Stingray shall notify Shipper in writing of the status of the complaint within thirty (30) days of its receipt.
- (e) The foregoing recognizes that individual complaints may vary greatly as to complexity and seriousness. For this reason, the informed judgment of the Vice President shall be relied upon in each instance for the necessary determinations concerning such things as: (1) the exact steps to be taken in addressing the complaint; (2) the need to involve more senior officers in the matter; and (3) the appropriate final resolution of the complaint.



Effective Date: 10/01/2002 Status: Effective  
FERC Docket: RP02-469-000

**Seventh Revised Sheet No. 199** Seventh Revised Sheet No. 199 : Effective  
Superseding: Sub Sixth Revised Sheet No. 199

GENERAL TERMS AND CONDITIONS

33. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS

Pursuant to Order No. 587, et al, promulgated by the FERC in Docket No. RM96-1, for NAESB (formerly GISB) Standards that do not otherwise require implementing tariff provisions, the following NAESB Standards are hereby incorporated by reference to the NAESB Standard Number and Version, into Stingray's FERC Gas Tariff.

NAESB STANDARDS Version 1.5

1.1.12 - 17	2.3.2	3.4.1 - 4
1.1.19	2.3.4	4.1.1 - 4
1.2.1	2.3.7	4.1.6 - 7
1.2.2	2.3.8	4.1.9 - 38
1.2.3	2.3.11 - 13	4.2.1 - 19
1.2.5	2.3.15	4.3.1 - 4
1.2.6	2.3.17	4.3.5 - 60
1.2.8 - 11	2.3.20	4.3.61 - 76
0.3.1	2.3.22 - 25	4.3.78 - 87
1.3.2(vi)	2.3.27	5.2.1
1.3.7	2.3.29	5.2.2
1.3.20	2.3.31 - 35	5.3.9
1.3.24 - 31	2.3.36 - 50	5.3.10
1.3.33 - 63	2.4.1 - 6	5.3.12
1.3.64 - 79	2.4.7 - 16	5.3.17
1.4.1 - 7	3.3.1 - 8	5.3.18
2.1.2	3.3.10 - 13	5.3.20 - 23
2.1.3	3.3.16	5.3.29 - 43
2.3.1	3.3.20 - 26	5.4.1 - 19

Stingray shall utilize the NAESB Model Trading Partner Agreement.



Effective Date: 07/01/2003 Status: Pending  
FERC Docket: RP03-445-000

**Eighth Revised Sheet No. 199** Eighth Revised Sheet No. 199 : Pending  
Superseding: Seventh Revised Sheet No. 199

GENERAL TERMS AND CONDITIONS

33. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS

Pursuant to Order No. 587, et al, promulgated by the FERC in Docket No. RM96-1, for NAESB (formerly GISB) Wholesale Gas Quadrant (WGQ) Standards that do not otherwise require implementing tariff provisions, the following NAESB WGQ Standards are hereby incorporated by reference to the NAESB Standard Number and Version, into Stingray's FERC Gas Tariff.

NAESB STANDARDS Version 1.6  
/1

1.1.12 - 17	2.3.2	3.4.1 - 4
1.1.19	2.3.4	4.1.2 - 4
1.2.1	2.3.7	4.1.6 - 7, 9 -
		10
1.2.2	2.3.8	4.1.12 - 39
1.2.3	2.3.11 - 13	4.2.1 - 19
1.2.5	2.3.15	4.3.1 - 4
1.2.6	2.3.17	4.3.5 - 60
1.2.8 - 11	2.3.20	4.3.61 - 76
0.3.1	2.3.22 - 25	4.3.78 - 88
1.3.2(vi)	2.3.27	5.1.1 - 4
1.3.7	2.3.29	5.2.1 - 3
1.3.20	2.3.31 - 35	5.3.7 - 10
1.3.24 - 31	2.3.36 - 50	5.3.12
1.3.33 - 63	2.4.1 - 6	5.3.17-18
1.3.64 - 79	2.4.7 - 16	5.3.20 - 23
1.4.1 - 7	3.3.1 - 8	5.3.29 - 43
2.1.2	3.3.10 - 13	5.3.-45 - 53
2.1.3	3.3.16	5.3.-57 - 58
2.3.1	3.3.20 - 26	5.4.1 - 22

Stingray shall utilize the NAESB Model Trading Partner Agreement.

/1 Includes standards proposed in R02002 and R02002-2 ratified by NAESB on 10/31/02.

Effective Date: 08/01/1999 Status: Effective

FERC Docket: RP99-415-000

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

GENERAL TERMS AND CONDITIONS  
-----

(b) Stingray shall utilize the following data dictionary standards:

(1) NOMINATIONS RELATED STANDARDS (Version 1.3):  
1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6 and 1.4.47.

(2) FLOWING GAS RELATED STANDARDS (Version 1.3):  
2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5 and 2.46.

(3) INVOICING RELATED STANDARDS (Version 1.3):  
3.4.1, 3.4.2, 3.4.3 and 3.4.4.

(4) CAPACITY RELEASE RELATED STANDARDS (Version 1.3):  
5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16 and 5.4.17.

(c) Stingray shall utilize the Gas Industry Standards Board Model Trading Partner Agreement.

33.3 Stingray's HTML page(s) required by Standard 4.3.6 is accessible via the Internet's World Wide Web at the following address:

WWW.NGPL.COM

Effective Date: 01/01/1999 Status: Effective  
FERC Docket: RP99-166-001

**Substitute Original Sheet No. 203** Substitute Original Sheet No. 203 : Effective

GENERAL TERMS AND CONDITIONS  
-----

34.3 ACCOUNTING FOR COSTS AND REVENUES

The allocation of costs to, and the recording of revenues from service at Negotiated Rate(s) will follow Stingray's normal practices associated with all of its services under this Tariff. Stingray will maintain separate records of Negotiated Rate and Negotiated Rate Formula transactions for each billing period. These records shall include the volumes transported, the billing determinants (contract MDQ), the rates charged and the revenue received associated with such transactions. Stingray will separately identify such transactions in Statements G, I and J (or their equivalent) filed in any general rate proceeding.

Effective Date: 07/01/2002 Status: Effective  
FERC Docket: RP00-620-002

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

GENERAL TERMS AND CONDITIONS

35: DISCOUNT RETENTION

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

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

*Effective Date: 07/01/2002 Status: Effective*

*FERC Docket: RP00-620-002*

**Sheet Nos. 205-209** Sheet Nos. 205-209 : Effective

Sheet Nos. 205 through 299 are reserved for future use.

Effective Date: 08/01/2002 Status: Effective  
FERC Docket: RP03-532-000

**Third Revised Sheet No. 300** Third Revised Sheet No. 300 : Effective  
Superseding: Second Revised Sheet No. 300  
[FOR RATE SCHEDULES FTS, ITS]

Contract No. \_\_\_\_\_

STINGRAY PIPELINE COMPANY, L.L.C. (STINGRAY)  
TRANSPORTATION RATE SCHEDULE  
AGREEMENT DATED  
UNDER SUBPART OF PART 284  
OF THE FERC'S REGULATIONS

1. SHIPPER is: \_\_\_\_\_, a  
\_\_\_\_\_

2. MDQ totals: \_\_\_\_\_ Dth per day.

3. TERM: \_\_\_\_\_ through  
\_\_\_\_\_

4. Service will be ON BEHALF OF:

\_\_\_\_\_ Shipper or  
\_\_\_\_\_ Other: \_\_\_\_\_, a  
\_\_\_\_\_

5. The ULTIMATE END USERS are (check one):

\_\_\_\_\_ customers of the following LDC/pipeline  
company(ies): \_\_\_\_\_;  
\_\_\_\_\_ customers in these  
states: \_\_\_\_\_ or  
\_\_\_\_\_ customers within any state in the continental U.S.

6. \_\_\_\_\_ This Agreement supersedes and cancels a \_\_\_\_\_  
Agreement dated \_\_\_\_\_  
\_\_\_\_\_ Capacity rights for this Agreement were released  
from \_\_\_\_\_  
\_\_\_\_\_ [for firm service only] Service and reservation  
charges commence the later of:  
(a)

\_\_\_\_\_, and  
(b) the date capacity to provide the service hereunder  
is available on Stingray's System.  
\_\_\_\_\_ Other:

7. SHIPPER'S ADDRESSES STINGRAY'S ADDRESSES  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. The above-stated Rate Schedule, as revised from time to  
time, controls this Agreement and is incorporated  
herein. The attached Exhibits A and B are a part of  
this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND  
GOVERNED BY THE LAWS OF AND NO STATE LAW SHALL APPLY TO  
REACH A DIFFERENT RESULT. This Agreement states the  
entire agreement between the parties and no waiver,  
representation or agreement shall affect this Agreement  
unless it is in writing. Shipper shall provide the  
actual end user purchaser name(s) to Stingray if  
Stingray must provide them to the FERC.

Agreed to by:

STINGRAY SHIPPER

/s/: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

/s/:

NAME:

TITLE:

Effective Date: 08/01/2002 Status: Effective  
FERC Docket: RP03-532-000

**First Revised Sheet No. 303** First Revised Sheet No. 303 : Effective  
Superseding: Original Sheet No. 303  
[FOR RATE SCHEDULE FTS-2]

No. \_\_\_\_\_ Contract

STINGRAY PIPELINE COMPANY, L.L.C. (STINGRAY)  
TRANSPORTATION RATE SCHEDULE \_\_\_\_\_  
AGREEMENT DATED \_\_\_\_\_  
UNDER SUBPART \_\_\_\_\_ OF PART 284  
OF THE FERC'S REGULATIONS

1. SHIPPER is: \_\_\_\_\_, a  
\_\_\_\_\_
2. MDQ totals: \_\_\_\_\_ Dth per day.
3. TERM: \_\_\_\_\_ through  
\_\_\_\_\_
4. Service will be ON BEHALF OF:  
\_\_\_\_ Shipper or  
\_\_\_\_ Other: \_\_\_\_\_, a  
\_\_\_\_\_
5. The ULTIMATE END USERS are (check one):  
\_\_\_\_ customers of the following LDC/pipeline  
company(ies): \_\_\_\_\_;  
\_\_\_\_ customers in these states: \_\_\_\_\_;  
\_\_\_\_ customers within any state in the continental U.S.
6. \_\_\_\_ This Agreement supersedes and cancels a  
\_\_\_\_\_ Agreement dated  
\_\_\_\_ Capacity rights for this Agreement were released  
from \_\_\_\_\_  
\_\_\_\_ [for firm service only] Service and reservation  
charges  
commence the later of:  
(a)  
\_\_\_\_\_, and  
(b) the date capacity to provide the service hereunder  
is available on Stingray's System.  
\_\_\_\_ Other:  
\_\_\_\_\_

7. \_\_\_\_\_ SHIPPER'S ADDRESSES  
STINGRAY'S ADDRESSES

8. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF \_\_\_\_\_, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to Stingray if Stingray must provide them to the FERC.

Agreed to by:



STINGRAY

SHIPPER

/s/: \_\_\_\_\_  
\_\_\_\_\_

/s/:

NAME: \_\_\_\_\_  
\_\_\_\_\_

NAME:

TITLE: \_\_\_\_\_  
\_\_\_\_\_

TITLE:

Effective Date: 08/01/2002 Status: Effective  
FERC Docket: RP03-532-000

**First Revised Sheet No. 306** First Revised Sheet No. 306 : Effective  
Superseding: Original Sheet No. 306

SYSTEM LICENSE AGREEMENT

This System License Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Stingray Pipeline Company, L.L.C. ("Pipeline") and \_\_\_\_\_ ("Subscriber"). Pipeline and Subscriber shall be collectively referred to as the "Parties."

ARTICLE I - SCOPE OF AGREEMENT

Pipeline shall make available for use by Subscriber Pipeline's interactive computer system, ("the System"). Subscriber shall use the System to (1) request new services under applicable rate schedules; (2) request and execute amendments of existing service agreements; (3) nominate quantities for receipt and delivery by Pipeline pursuant to an existing service agreement under any of Pipeline's rate schedules; (4) effect changes in nominations of quantities for receipt and delivery by Pipeline pursuant to an existing service agreement in accord with the rate schedule pursuant to which service is rendered; (5) participate in Pipeline's capacity release program (e.g., post release requests, bid on capacity) in accord with provisions of the General Terms and Conditions of Pipeline's FERC Gas Tariff; and (6) use the Pipeline Mapping System. Subscriber may also use the System to request and receive from Pipeline such other information as Pipeline may from time to time make available to Subscriber through the System.

ARTICLE II - TERMS AND CONDITIONS OF AUTHORIZED USE

- 2.1 Upon Subscriber's request, Pipeline will make available to Subscriber any software necessary to operate the System. Pipeline and Subscriber will agree on the number of copies which Pipeline will make available to Subscriber, not to exceed five (5) copies. Subscriber is not authorized to make any additional copies without the express written consent of Pipeline. Any System software remains the property of Pipeline, and Subscriber shall return to Pipeline any software issued by Pipeline within five (5) days of the expiration or termination of this Agreement or within five (5) days of any demand by Pipeline for the return of such software upon breach by Subscriber of its obligations hereunder.
- 2.2 Subscriber recognizes that the System will operate properly only if Subscriber utilizes the hardware and software as posted on Pipeline's web site under "Notices."

Effective Date: 08/01/2002 Status: Effective  
FERC Docket: RP03-532-000

**Second Revised Sheet No. 309** Second Revised Sheet No. 309 : Effective  
Superseding: First Revised Sheet No. 309

SYSTEM LICENSE AGREEMENT (continued)

ARTICLE V - TERM

This Agreement shall be and continue in full force and effect from the date of execution hereof until twelve (12) months after implementation of restructured services pursuant to Order No. 636 by Pipeline and shall continue thereafter on a month to month basis unless terminated by Pipeline for due cause or at the request of Subscriber. Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority to make changes in the rates, charges, terms and conditions applicable to service pursuant to this Agreement or any provisions of the General Terms and Conditions applicable to this Agreement. Pipeline agrees that Subscriber may protest or contest the aforementioned filings and that Subscriber does not waive any rights it may have with respect to such filings.

ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

Pipeline: Stingray Pipeline Company, L.L.C.  
1301 McKinney, Suite 700  
Houston, Texas 77010  
Attention: Director, Transportation

Services

SUBSCRIBER:

Attention:

or to such other address as either Party shall designate by formal written notice to the other.

Effective Date: 08/01/2002 Status: Effective  
FERC Docket: RP03-532-000

**First Revised Sheet No. 311** First Revised Sheet No. 311 : Effective  
Superseding: Original Sheet No. 311

SYSTEM LICENSE AGREEMENT (continued)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

STINGRAY PIPELINE  
COMPANY, L.L.C.

By: \_\_\_\_\_  
Agent and Attorney-in-Fact

Accepted and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_

SUBSCRIBER

By: \_\_\_\_\_  
-

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ADDITIONAL SUBSCRIBER 2

By: \_\_\_\_\_  
-

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: 08/01/2002 Status: Effective  
FERC Docket: RP03-532-000

**First Revised Sheet No. 312** First Revised Sheet No. 312 : Effective  
Superseding: Original Sheet No. 312  
STINGRAY PIPELINE COMPANY, L.L.C.  
FORM OF INTERACTIVE INTERNET WEBSITE USER ACCESS AUTHORIZATION  
FORM

Please print or type, except where indicated.

USER:  
USER's Name: \_\_\_\_\_

eMail Address \_\_\_\_\_@\_\_\_\_\_  
USER'S Company (Employer): \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SHIPPER COMPANY INFORMATION:  
Complete Legal Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
DUNS Number: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_

-----  
-----

- Indicate Update Capabilities for this USER:
- \_\_\_\_\_ Make Imbalance Elections/Trades
  - \_\_\_\_\_ Request New Service, Amendments and Discounts
  - \_\_\_\_\_ Submit Capacity Release Offers, Bids, Recall and Reput
  - \_\_\_\_\_ Submit Confirmations, PDAs, Storage Transfers
  - \_\_\_\_\_ Submit Nominations and Storage Transfers

By completing and signing this form, you have agreed to abide by the terms and conditions of the System License Agreement in the Stingray Pipeline Company, L.L.C. FERC Gas Tariff.

USER's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Officer of SHIPPER Company Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Officer of SHIPPER Company Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Fax completed & executed form to the Attention of  
\_\_\_\_\_  
( ) - \_\_\_\_\_.  
Questions? Contact \_\_\_\_\_ at ( ) - \_\_\_\_\_.

