

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
SCHEDULES IN FERC GAS TARIFF, EIGHTH REVISED VOLUME NO. 1

MLS-1 MARKET LATERAL FACILITY CHARGES		CHARGES \$/dth	
		Maximum	Minimum
Docket No. CP02-17-000 (Freehold Lateral):			
Rates Pursuant to Section 3.2 of Rate Schedule MLS-1:			
RESERVATION CHARGE		0.6310	0.0000
USAGE-2 CHARGE		0.0208	
RESERVATION CHARGE ADJUSTMENT		0.0208	0.0000
Rates Pursuant to Section 3.14 of the General Terms and Conditions:			
VOLUMETRIC RESERVATION CHARGE		0.0208	0.0000
BASE UNIT ELECTRIC POWER COST	0.0422		
ELECTRIC POWER COST ADJUSTMENT	-0.0270		
ADJUSTED ELECTRIC POWER COST	0.0152		
APPLICABLE SHRINKAGE PERCENTAGE			
December 1 through November 30:		0.01%	
Docket No. CP02-45-000 (Hanging Rock Lateral):			
Rates Pursuant to Section 3.2 of Rate Schedule MLS-1:			
RESERVATION CHARGE		1.1120	0.0000
USAGE-2 CHARGE		0.0366	
RESERVATION CHARGE ADJUSTMENT		0.0366	0.0000
Rates Pursuant to Section 3.3 of Rate Schedule MLS-1:			
USAGE-1		0.0366	
USAGE-2		0.0366	
Rates Pursuant to Section 3.14 of the General Terms and Conditions:			
VOLUMETRIC RESERVATION CHARGE		0.0366	0.0000
APPLICABLE SHRINKAGE PERCENTAGE			
December 1 through November 30:		0.01%	

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
SCHEDULES IN FERC GAS TARIFF, EIGHTH REVISED VOLUME NO. 1

MLS-1
MARKET LATERAL FACILITY CHARGES

CHARGES
\$/dth

Docket No. RP03- (Fayette Lateral):		Maximum	Minimum
Customer	dth		
Duke Energy Fayette, LLC	125,000		
Rates Pursuant to Section 3.2 of Rate Schedule MLS-1:			
RESERVATION CHARGE		0.8690	0.0000
USAGE-2 CHARGE		0.0286	
RESERVATION CHARGE ADJUSTMENT		0.0286	0.0000
Rates Pursuant to Section 3.3 of Rate Schedule MLS-1:			
USAGE-1 CHARGE		0.0286	0.0000
USAGE-2 CHARGE		0.0286	0.0000
Rates Pursuant to Section 3.14 of the General Terms and Conditions:			
VOLUMETRIC RESERVATION CHARGE		0.0286	0.0000
APPLICABLE SHRINKAGE PERCENTAGE			
June 1 through May 31:	0.00%		

Docket No. CP07-411(Cedar Bayou Lateral):

Customer	dth		
NRG Power Marketing LLC	360,000		
Rates Pursuant to Section 3.2 of Rate Schedule MLS-1:			
RESERVATION CHARGE		0.9270	0.0000
USAGE-2 CHARGE		0.0305	
RESERVATION CHARGE ADJUSTMENT		0.0305	0.0000
Rates Pursuant to Section 3.3 of Rate Schedule MLS-1:			
USAGE-1 CHARGE		0.0305	0.0000
USAGE-2 CHARGE		0.0305	0.0000
Rates Pursuant to Section 3.14 of the General Terms and Conditions:			
VOLUMETRIC RESERVATION CHARGE		0.0305	0.0000
APPLICABLE SHRINKAGE PERCENTAGE			
May 1 through April 30:	0.01%		

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
SCHEDULES IN FERC GAS TARIFF, EIGHTH REVISED VOLUME NO. 1

MLS-1 MARKET LATERAL FACILITY CHARGES		CHARGES \$/dth	
Docket No. CP10-471 (Hot Spring Lateral):		Maximum	Minimum
Customer	dth		
KGEN Hot Spring LLC <u>Entergy Arkansas, Inc.</u>			112,000
Rates Pursuant to Section 3.2 of Rate Schedule MLS-1:			
RESERVATION CHARGE		6.1130	0.0000
USAGE-2 CHARGE		0.2010	
RESERVATION CHARGE ADJUSTMENT		0.2010	0.0000
Rates Pursuant to Section 3.3 of Rate Schedule MLS-1:			
USAGE-1 CHARGE		0.2010	0.0000
USAGE-2 CHARGE		0.2010	0.0000
Rates Pursuant to Section 3.14 of the General Terms and Conditions:			
VOLUMETRIC RESERVATION CHARGE		0.2010	0.0000
APPLICABLE SHRINKAGE PERCENTAGE			
June 1 through May 31:	0.01%		

~~STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/ 5/~~

~~Customer Name:~~ KGen Hot Spring LLC

~~Service Agreement:~~ 910757

~~Term of Negotiated Rate:~~ The term of this negotiated rate commences on the Service Commencement Date (as defined in the Service Agreement between Pipeline and Customer) of Contract No. 910757 and continues for the Primary Term (as defined in the Service Agreement) of Contract No. 910757.

~~Rate Schedule:~~ MLS-1(Firm)

~~MDQ:~~ 112,000 Dth/d

~~Reservation Rate:~~ Customer shall pay a negotiated reservation rate of \$3.681 per Dth, per month ("Negotiated Reservation Rate") of Customer's MDQ under Contract No. 910757 during the Primary Term thereof and will be adjusted as set forth in footnotes 3, 4 and 5 below. Customer shall also be responsible for any ASA (as defined below) reservation surcharge applicable to Customer's Service Agreement under Rate Schedule MLS-1.

~~Usage Rate:~~ The negotiated usage rate shall equal \$0.000 ("Negotiated Usage Rate") for each Dekatherm of the quantity of gas delivered in the applicable day under the Service Agreement during the Primary Term thereof. Customer shall also be responsible for and pay the Applicable Shrinkage Adjustment ("ASA") charge, the applicable ACA charge, ASA usage surcharge, and all other charges and surcharges applicable to Customer's Service Agreement under Rate Schedule MLS-1 (provided, with respect to the lost and unaccounted for gas, the charge is currently estimated to be 0.01% per Dth, but it will be the applicable incremental ASA charge in effect from time to time under Pipeline's FERC Gas Tariff).

~~Primary Receipt Point:~~ M&R 79153, Hot Spring Lateral Accounting Point, Hot Spring County, Arkansas

~~Primary Delivery Point:~~ M&R[tbd], inlet to Hot Spring plant, Hot Spring County, Arkansas

~~Recourse Rate(s):~~ The Recourse Rate(s) applicable to this service is the maximum rate(s) stated for MLS-1 service on the Hot Spring Lateral on Texas Eastern's Tariff Sheets at the applicable time.

~~1/ This Agreement does not deviate from the applicable form of service agreement contained in Pipeline's Tariff.~~

~~2/ This negotiated rate shall apply only to service under Contract No. 910757, up to Customer's specified MDQ, in the manner set forth herein. Pipeline and Customer, by agreeing to this negotiated rate, acknowledge that the otherwise generally applicable maximum Recourse Rate(s) shall not apply or be available to the Customer for service under the Service Agreement during the Negotiated Rate Term, notwithstanding any adjustment to such generally applicable maximum Recourse Rate(s) which may become effective during the Negotiated Rate Term.~~

~~3/ Pipeline and Customer agree that in the event that during the term of this Negotiated Rate Agreement, the Commission approves a form of cost recovery by Pipeline of expenses to comply with any greenhouse gas laws, rules or regulations, including any carbon emissions tax or other greenhouse gas assessment, that is applicable generally to all customers (excluding any individual customer with an agreement that specifically excepts general surcharges) under Pipeline's MLS 1 Rate Schedule, then the negotiated rate set forth herein shall be modified to include such approved form of recovery.~~

~~4/ The Reservation Rate shall commence as follows:~~

Service Commencement Date	Reservation Rate Commencement Date*
on or prior to 7/31/2011	Service Commencement Date**
8/1/2011 — 8/31/2011	Service Commencement Date + 35 Days
9/1/2011 — 9/30/2011	Service Commencement Date + 70 Days
10/1/2011 — 10/31/2011	Service Commencement Date + 70 Days
11/1/2011 — 11/30/2011	Service Commencement Date + 105 Days
12/1/2011 — 12/31/2011	Service Commencement Date + 105 Days
After 1/1/2012	Service Commencement Date + six months

~~* Consistent with Pipeline's FERC Gas Tariff, the monthly Reservation Rate for the initial month of service for which Customer owes payment pursuant to the schedule (the invoice will reflect such payment amount due) per the Reservation Rate Commencement Date schedule shall be prorated to reflect the actual number of days remaining in such month. The payments for the months thereafter will be at the full monthly Reservation Rate. Example: If service commences on September 15, 2011, the Reservation Rate will commence November 24, 2011 and the initial payment of the Reservation Rate for service in November will be equal to the Reservation Rate times a fraction, the numerator of which is 7 and the denominator of which is 30; the payments of the Reservation Rate for service in December and the following months will be equal to the full monthly Reservation Rate.~~

~~** Customer will make a bonus payment for each day of service prior to July 1, 2011 at the rate of \$15,000 per day. If the first day of service is on or after July 1, 2011, and provided that the FERC Certificate to construct Pipeline's Project Facilities, as set forth in Paragraph 7(A)(iv) of the Precedent Agreement is issued after March 1, 2011, Customer will make a bonus payment for each day of service during the period from July~~

~~1, 2011 through July 31, 2011 at the rate of \$10,000 per day. In no event shall the total of bonus payments exceed \$750,000.~~

~~5/ Most Favored Nation: _____~~

~~(a) Except as provided in (b) below, in the event that Pipeline enters into long term firm transportation service agreements (i.e., one year or longer), for service utilizing capacity on Pipeline's Project Facilities, at a negotiated/discounted rate with other shippers (any such rate to be a "triggering rate"), Pipeline will offer Customer, within ten (10) Business Days of entering into the negotiated or discounted agreement with such other shipper, those same rate provisions. If Customer is willing to accept the offer on the same rate terms as such other shipper(s), then Customer will so notify Pipeline, and Pipeline will make the necessary amendments to the MLS-1 Precedent Agreement (to the extent it is still in effect) and/or the Service Agreement and/or the Negotiated Rate Agreement and the Parties will enter into amended agreements at the triggering rate for the remainder of the Negotiated Rate Term. Customer will have ten (10) Business Days from the date Pipeline offers Customer any rate provisions to accept all such provisions and thereafter will promptly execute any necessary amendments to the Precedent Agreement and/or the MLS-1 Service Agreement and/or the MLS-1 Negotiated Rate Agreement.~~

~~(b) Exclusions. Pipeline is not required to offer to Customer and Customer is not entitled to any rate provisions provided to other shippers if such rate provisions are contained in long term firm transportation service agreements for service utilizing any capacity on Pipeline's Project Facilities that becomes available as a result of the breach, default or unauthorized termination of the Precedent Agreement by Customer or the bankruptcy, insolvency, liquidation or other similar action affecting Customer; provided that Pipeline will post the availability of such capacity described above in this paragraph and indicate in such posting the rate at which Pipeline is willing to provide such capacity. In addition, the most favored nation right set forth herein will not be available to Customer for any transactions between Pipeline and any shipper who enters into a short term transaction (i.e., the total months of service are less than twelve months) utilizing any capacity on Pipeline's Project Facilities. Further, the most favored nation right set forth in this section will not apply to credit provisions.~~

~~(c) This section will apply only to contracts Pipeline enters into for service utilizing any capacity on Pipeline's Project Facilities on or before the tenth anniversary of the Service Commencement Date, and this right will expire on the tenth anniversary of the Service Commencement Date.~~

STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/

Customer Name: Entergy Arkansas, Inc.

Service Agreement: 910941

Term of Negotiated Rate: The term of this negotiated rate commences on the Service Commencement Date (as defined in the Service Agreement between Pipeline and Customer) of

Contract No. 910941 and continues for the Primary Term (as defined in the Service Agreement) of Contract No. 910941.

Rate Schedule: MLS-1(Firm)

MDQ: 112,000 Dth/d

Reservation Rate: Customer shall pay a negotiated reservation rate of \$3.681 per Dth, per month ("Negotiated Reservation Rate") of Customer's MDQ under Contract No. 910941 during the Primary Term thereof and will be adjusted as set forth in footnotes 3 and 4 below. Customer shall also be responsible for any ASA (as defined below) reservation surcharge applicable to Customer's Service Agreement under Rate Schedule MLS-1.

Usage Rate: The negotiated Usage-1 rate shall equal \$0.000 ("Negotiated Usage Rate") for each Dekatherm of the quantity of gas delivered in the applicable day under the Service Agreement during the Primary Term thereof. Customer shall also be responsible for and pay the Applicable Shrinkage Adjustment ("ASA") charge, the applicable ACA charge, ASA usage surcharge, and all other charges and surcharges applicable to Customer's Service Agreement under Rate Schedule MLS-1 (provided, with respect to the lost and unaccounted for gas, it will be the applicable incremental ASA charge in effect from time to time under Pipeline's FERC Gas Tariff).

Primary Receipt Point: M&R 79153, Hot Spring Lateral Accounting Point, Hot Spring County, Arkansas

Primary Delivery Point: M&R73667, inlet to Hot Spring power plant, Hot Spring County, Arkansas

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated for MLS-1 service on the Hot Spring Lateral on Texas Eastern's Tariff Sheets at the applicable time.

1/ This Agreement deviates from the applicable form of service agreement contained in Pipeline's Tariff.

2/ This negotiated rate shall apply only to service under Contract No. 910941, up to Customer's specified MDQ, in the manner set forth herein. Pipeline and Customer, by agreeing to this negotiated rate, acknowledge that the otherwise generally applicable maximum Recourse Rate(s) shall not apply or be available to the Customer for service under the Service Agreement during the Negotiated Rate Term, notwithstanding any adjustment to such generally applicable maximum Recourse Rate(s) which may become effective during the Negotiated Rate Term.

3/ Pipeline and Customer agree that in the event that during the term of this Negotiated Rate Agreement, the Commission approves a form of cost recovery by Pipeline of expenses to comply with any greenhouse gas laws, rules or regulations, including any carbon emissions tax or other greenhouse gas assessment, that is applicable generally to all customers (excluding any individual customer with an agreement that specifically excepts general surcharges) under Pipeline's MLS-1 Rate Schedule, then the negotiated rate set forth herein shall be modified to include such approved form of recovery.

4/ Most Favored Nation:

(a) Except as provided in (b) below, in the event that Pipeline enters into long-term firm transportation service agreements (i.e., one year or longer), for service utilizing capacity on Pipeline's Hot Spring Lateral Project Facilities, at a negotiated/discounted rate with other shippers (any such rate to be a "Triggering Rate"), Pipeline will offer Customer, within ten (10) Business Days of entering into the negotiated or discounted agreement with such other shipper, those same rate provisions. If Customer is willing to accept the offer on the same rate terms as such other shipper(s), then Customer will so notify Pipeline, and Pipeline will make the necessary amendments to the MLS-1 Precedent Agreement (to the extent it is still in effect) and/or the Service Agreement and/or the Negotiated Rate Agreement and the Parties will enter into amended agreements at the Triggering Rate for the remainder of the Negotiated Rate Term. Customer will have ten (10) Business Days from the date Pipeline offers Customer any rate provisions to accept all such provisions and thereafter will promptly execute any necessary amendments to the Precedent Agreement and/or the MLS-1 Service Agreement and/or the MLS-1 Negotiated Rate Agreement.

(b) Exclusions. Pipeline is not required to offer to Customer and Customer is not entitled to any rate provisions provided to other shippers if such rate provisions are contained in long-term firm transportation service agreements for service utilizing any capacity on Pipeline's Hot Spring Lateral Project Facilities that becomes available as a result of the breach, default or unauthorized termination of the Precedent Agreement by Customer or the bankruptcy, insolvency, liquidation or other similar action affecting Customer; provided that Pipeline will post the availability of such capacity described above in this paragraph and indicate in such posting the rate at which Pipeline is willing to provide such capacity. In addition, the most favored nation right set forth herein will not be available to Customer for any transactions between Pipeline and any shipper who enters into a short-term transaction (i.e., the total months of service are less than twelve months) utilizing any capacity on Pipeline's Hot Spring Lateral Project Facilities. Further, the most favored nation right set forth in this section will not apply to credit provisions.

(c) This section will apply only to contracts Pipeline enters into for service utilizing any capacity on Pipeline's Project Facilities on or before June 16, 2021, and this right will expire on June 16, 2021.

3.18 Materially Non-Conforming Service Agreements

The following service agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of agreements will be updated to reflect new agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the agreements identified below.

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
Algonquin Gas Transmission, LLC	400226	SS-1	11/01/1999
Ameren Illinois Company dba Ameren Illinois	400181	SS-1	11/01/1993
Arkansas Western Gas Company	400184	SS-1	05/01/1994
Atmos Energy Corporation	400227	SS-1	06/01/2000
Atmos Energy Corporation	400243	SS-1	12/01/2008
Bay State Gas Company	400193	SS-1	09/01/1994
Boston Gas Company d/b/a National Grid	400225	SS-1	11/01/1999
Brooklyn Union Gas Company d/b/a National Grid	400186	SS-1	06/01/1994
CenterPoint Energy Services, Inc.	910661	FT-1	11/01/2010
Chesapeake Utilities Corporation - Maryland Division	910807	FT-1	01/01/2011
Chesapeake Utilities Corporation - Delaware Division	910808	FT-1	01/01/2011
Colonial Gas Company d/b/a National Grid	400200	SS-1	11/01/2001
Columbia Gas Transmission Corporation	910587R1	FT-1	07/01/2006
Connecticut Natural Gas Corporation	400223	SS-1	12/01/1996
Connecticut Natural Gas Corporation	400229	SS-1	05/01/2004
Connecticut Natural Gas Corporation	800529	CDS	10/01/2003
ConocoPhillips Company	910662	FT-1	11/01/2010
ConocoPhillips Company	910882	FT-1	11/01/2011
Consolidated Edison Company of New York, Inc.	400224	SS-1	01/01/1999
Entergy Arkansas, Inc.	910941	MLS-1	1/
EQT Energy, LLC	910900	FT-1	03/01/2012
KGen Hinds, LLC	830103	FT-1	04/01/2001
Narragansett Electric Company (The) d/b/a National Grid	331722	FTS-7	11/01/1996
Narragansett Electric Company (The) d/b/a National Grid	331819	FTS-8	11/01/1996
Narragansett Electric Company (The) d/b/a National Grid	400185	SS-1	05/01/1994
Narragansett Electric Company (The) d/b/a National Grid	400221	SS-1	06/01/1996
New England Gas Company - Fall River	400187	SS-1	09/01/1994
New England Gas Company - North Attleboro	400220	SS-1	10/01/1995
New Jersey Natural Gas Company	331724	FTS-7	11/01/2002
New Jersey Natural Gas Company	331821	FTS-8	11/01/2002
New Jersey Natural Gas Company	400188	SS-1	11/01/1999
New Jersey Natural Gas Company	910610	FT-1	11/01/2008
Nstar Gas Company	331723	FTS-7	11/01/1996
Nstar Gas Company	331820	FTS-8	11/01/1996
Nstar Gas Company	800527	CDS	10/01/2003
Orange and Rockland Utilities, Inc.	400216	SS-1	11/01/1994

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
Paulsboro Refining Company LLC	800526	FT-1	12/04/1998
Peco Energy Company	400120	SS-1	07/01/2003
Philadelphia Gas Works	331725	FTS-7	11/01/1996
Philadelphia Gas Works	331822	FTS-8	11/01/1996
Pivotal Utility Holdings, Inc.	400196	SS-1	10/01/1994
PPL EnergyPlus, LLC	910663	FT-1	11/01/2010
PSEG Power, LLC	400241	SS-1	11/01/2007
Shell Energy North America (US), L.P.	910791	FT-1	10/01/2010
Southern Connecticut Gas Company	400192	SS-1	05/01/1994
Southern Connecticut Gas Company	400233	SS-1	05/01/2004
Southern Connecticut Gas Company	800304	CDS	10/01/2003
UGI Central Penn Gas, Inc.	400190	SS-1	05/01/1994
Union Electric Company DBA AmerenUE	400211	SS-1	05/01/1999
Union Electric Company DBA AmerenUE	400237	SS-1	07/01/2006
Union Electric Company DBA AmerenUE	800241	CDS	11/01/1997
Union Electric Company DBA AmerenUE	800242	FT-1	11/01/1997
Yankee Gas Services Company	400191	SS-1	09/01/1994

1/ This agreement will become effective upon the permanent release of capacity under Contract No. 910757 to Entergy Arkansas, Inc.

Texas Eastern Transmission, LP

FERC NGA Gas Tariff

Filed Agreements

Effective on July 1, 2012

(Version 0.0.0, Section 10.) Entergy Arkansas - contract 910941

Option Code "A"

**SERVICE AGREEMENT
FOR RATE SCHEDULE MLS-1**

Date: _____
[1]

Contract No. 910941R1
[2]

SERVICE AGREEMENT

This AGREEMENT is entered into by and between Texas Eastern Transmission, LP ("Pipeline") and Entergy Arkansas, Inc. ("Customer").
[3]

WHEREAS, Customer filed for and received from the Federal Energy Regulatory Commission ("Commission") in Docket RP12-79-000 approval for a waiver of certain regulations and tariff provisions regarding the permanent release of pipeline capacity ("Order") in connection with Customer's purchase of all the ownership interest of KGen Hot Spring LLC ("KGEN") in the Hot Spring Power Plant located in Hot Spring County, Arkansas and the related Precedent Agreement between Pipeline and KGEN dated April 1, 2010 ("Precedent Agreement"); and

WHEREAS, Pipeline and KGEN are parties to an executed service agreement dated April 1, 2010 under Pipeline's Rate Schedule MLS-1 (Pipeline Contract No. 910757R1); and

WHEREAS, Customer will have entered into a permanent capacity release transaction as of the Service Commencement Date (defined below), pursuant to which KGEN will permanently release its capacity under Pipeline's Contract No. 910757R1 to Customer as contemplated in the Order ("Permanent Capacity Release"); and

WHEREAS, Pipeline and Customer have agreed that, as of the Service Commencement Date, an amendment to the Precedent Agreement will become effective that modifies the credit requirements that will apply to Customer's service on the released capacity; and

WHEREAS, Pipeline and Customer desire to enter into this Service Agreement which will govern the service that Pipeline will provide to Customer on the released capacity;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for Firm service pursuant to the terms of this Agreement and subject to Pipeline's Rate Schedule MLS-1 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.


The credit requirements applicable to this Agreement are set forth in that certain Amendment to Precedent Agreement dated as of the date first set forth above between Texas Eastern and Customer related to this Agreement.
[4] [5] [6] [7] [8]


2. The Maximum Daily Quantity (MDQ) and Maximum Hourly Quantity (MHQ) for service under this Agreement and any right to increase or decrease the MDQ and MHQ during the term of this Agreement are listed on Exhibit C attached hereto. Exhibit C is incorporated herein by reference and made a part hereof.


Pipeline shall not be obligated to, but may at its discretion, receive at any Point of Receipt on any Day a Quantity of Gas in excess of the applicable Maximum Daily Receipt Obligation (MDRO), plus Applicable Shrinkage, but shall not receive in the aggregate at all Points of Receipt on any Day a Quantity of Gas in excess of the applicable MDQ, plus Applicable Shrinkage. Pipeline shall not be obligated to, but may at its discretion, deliver at any Point of Delivery on any Day a Quantity of Gas in excess of the applicable Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day a Quantity of Gas in excess of the MDQ.

Summary of Comments on Service Agreement for 910941

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910941R1


 Number: 3 Author: #3. (939 chars) Changed From Date: 5/25/2012 2:18:43 PM
LP,("Pipeline") and


_____, ("Customer"). [or, when applicable, this AGREEMENT entered into this ____ day of _____, _____ (year), By and between Texas Eastern Transmission, LP, ("Pipeline") and _____, as "Administrator" on behalf of the Principals as set forth in MSOA Contract No. _____, hereinafter individually and collectively referred to as "Customer," which Principals meet the requirements set forth in such Multiple Shipper Option Agreement which is incorporated herein by reference.]

WHEREAS, [this and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Pipeline and Customer related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]


 Number: 4 Author: #4. (53 chars) Changed From Date: 5/25/2012 2:18:43 PM
_____, (indicate firm or interruptible)

 Number: 5 Author: #5. (240 chars) Changed From Date: 5/25/2012 2:18:44 PM
[In the event that a precedent agreement for a new or an expansion project contains credit provisions applicable to Customer's capacity related to such project, the following language shall be included in Customer's Service Agreement: "The

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Amendment to

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 Number: 8 Author: #8. (2 chars) Deleted Date: 5/25/2012 2:18:44 PM
"]


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3. For Customers electing firm service under this Agreement, the Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto, which are incorporated herein by reference and made a part hereof. For Customers electing interruptible service under this Agreement, the Point(s) of Receipt and Point(s) of Delivery at which Pipeline shall receive and deliver Gas shall be specified on Pipeline's applicable Market Lateral Master Meter List as such list is revised and published by Pipeline from time to time.
4. This Agreement shall be effective when the Permanent Capacity Release first becomes effective ("Service Commencement Date") and shall continue for a term ending on and including June 16, 2031 ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either party upon 1 year prior written notice prior to the end of the Primary Term or any successive term thereof. This Agreement may be terminated at any time by Pipeline in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such failure continues for thirty (30) days after payment is due; provided, Pipeline gives thirty (30) days prior written notice to Customer of such termination and provided further such termination shall not be effective if, prior to the date of termination, Customer either pays such outstanding bill or furnishes a good and sufficient surety bond or other form of security reasonably acceptable to Pipeline guaranteeing payment to Pipeline of such outstanding bill. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Pipeline's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.


If this Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Pipeline's Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 4, a notice of partial reduction in MDQ pursuant to Exhibit C or the expiration of this Agreement of its own terms triggers Customer's right of first refusal under Section 3.13 of the General Terms and Conditions of Pipeline's Tariff.
5. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted rate or a Negotiated Rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Notwithstanding the foregoing, Customer does not agree that Pipeline shall have the unilateral right without the consent of Customer subsequent to the execution of this Agreement and Pipeline shall not have the right during the effectiveness of this Agreement to make any filings pursuant to Section 4 of the Natural Gas Act to change the MDQ and/or MHQ, the term of the agreement, the Point(s) of Receipt, the Point(s) of Delivery, or the firm character of the service hereunder. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest such changes in whole or in part.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:


Pipeline: TEXAS EASTERN TRANSMISSION, LP
5405 WESTHEIMER COURT
HOUSTON, TX 77056-5310

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on _____ [this blank may include a date certain, a date
either earlier or later than a specified date certain based on the completion of construction of facilities
necessary to provide service under the Agreement, a date set forth in or established by a relevant
order from the Federal Energy Regulatory Commission or a commencement date as defined in a
precedent agreement between Customer and Pipeline]

 Number: 2 Author: #11. (82 chars) Changed From _____ Date: 5/25/2012 2:18:44 PM
_____ [or, when applicable, shall continue for a term of _____ years"]

 Number: 3 Author: #12. (11 chars) Changed From _____ Date: 5/25/2012 2:18:44 PM

 Number: 4 Author: #13. (425 chars) Deleted Date: 5/25/2012 2:18:44 PM
[at least one (1) year prior notice for firm Long-Term
Service Agreements, with the exception that, for firm Service Agreements with a Primary Term of
exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of
the Primary Term of the Service Agreement, and at least one (1) year for subsequent notices for such
Service Agreement; mutually agreeable for all other Service Agreements]

 Number: 5 Author: #14. (111 chars) Inserted Date: 5/25/2012 2:18:44 PM
TEXAS EASTERN TRANSMISSION, LP
5400 WESTHEIMER COURT
HOUSTON, TX 77056-5310
Contract No.: 910941-R1
Page 2 of 3

Customer: ENTERGY ARKANSAS, INC.
10015 GROGANS MILL RD
PARKWOOD II BLDG
SUITE 300
THE WOODLANDS, TX 77380

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Texas excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.
8. This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below:

None


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.


Entergy Arkansas, Inc.


TEXAS EASTERN TRANSMISSION, LP
by its General Partner
Spectra Energy Transmission Services, LLC


By: _____

By: _____

 Number: 1 Author: #15. (95 chars) Inserted Date: 5/25/2012 2:18:44 PM
ENTERGY ARKANSAS, INC.
10055 GROGANS MILL RD
PARKWOOD II BLDG
SUITE 300
THE WOODLANDS, TX 77380

 Number: 2 Author: #16. (22 chars) Changed From Date: 5/25/2012 2:18:44 PM

 Number: 3 Author: #17. (36 chars) Changed From Date: 5/25/2012 2:18:44 PM
[None or an appropriate description]

 Number: 4 Author: #18. (23 chars) Inserted Date: 5/25/2012 2:18:44 PM
Entergy Arkansas, Inc.


 Number: 5 Author: #19. (51 chars) Changed From Date: 5/25/2012 2:18:44 PM
By: _____ By: _____

EXHIBIT A, TRANSPORTATION PATHS
FOR BILLING PURPOSES, DATED
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE MLS-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND ENTERGY ARKANSAS, INC. ("Customer")
DATED _____

(1) Customer's firm Point(s) of Receipt:.

Point of Receipt	Description	Maximum Daily Receipt Obligation (plus Applicable Shrinkage) (dth)	Measurement Responsibilities	Owner	Operator
79153 9	HEAD OF HOT SPRING LATERAL HOT SPRING CO., AR	112.000	TX 3 AST TRAN	TX 4 A 8	TX EAST TRAN

(2) Customer shall have Pipeline's HOT SPRING LATERAL Master Meter List ("MML"). Customer hereby agrees that Pipeline's MML as revised and published by Pipeline from time to time is incorporated herein by reference.

Customer hereby agrees to comply with the Receipt Pressure Obligation as set forth in Section 6 of Pipeline's General Terms and Conditions at such Point(s) of Receipt.

Transportation Path	Transportation Path Quantity (Dth/D)
ETX to ETX 11	112.000

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT A DATED N/A
12












	Number: 1	Author: #1. (40 chars)	Changed From	Date: 5/30/2012 11:15:33 AM
	Support EXHIBIT A, TRANSPORTATION PATHS			
	Number: 2	Author: #2. (24 chars)	Changed From	Date: 5/30/2012 11:15:33 AM
	Number: 3	Author: AGeorge	Subject: Typewritten Text	Date: 5/25/2012 2:06:16 PM
	Number: 4	Author: AGeorge	Subject: Typewritten Text	Date: 5/25/2012 2:06:38 PM
	Number: 5	Author: AGeorge	Subject: Typewritten Text	Date: 5/25/2012 2:06:56 PM
	Number: 6	Author: AGeorge	Subject: Typewritten Text	Date: 5/25/2012 2:06:40 PM
	Number: 7	Author: AGeorge	Subject: Typewritten Text	Date: 5/25/2012 2:06:39 PM
	Number: 8	Author: AGeorge	Subject: Typewritten Text	Date: 5/25/2012 2:06:39 PM
	Number: 9	Author: #3. (98 chars)	Inserted	Date: 5/30/2012 11:15:33 AM
	79153 HEAD OF HOT SPRING LATERAL HOT SPRING CO., AR 112,000 TX EAST TRAN TX EAST TRAN TX EAST TRAN			
	Number: 10	Author: #4. (19 chars)	Inserted	Date: 5/30/2012 11:15:33 AM
	HOT SPRING LATERAL			
	Number: 11	Author: #5. (18 chars)	Inserted	Date: 5/30/2012 11:15:33 AM
	ETX to ETX 112,000			
	Number: 12	Author: #6. (21 chars)	Changed From	Date: 5/30/2012 11:15:33 AM

EXHIBIT B, POINT(S) OF DELIVERY, DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE MLS-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND ENTERGY ARKANSAS, INC. ("Customer")
DATED _____

Point of Delivery	Description	Maximum Daily Delivery Obligation (dth)	Delivery Pressure Obligation	Measurement Responsibilities	Owner	Operator
73667 4	HOT SPRING POWER PLANT, HOT SPRING CO., AR HOT SPRING CO., AR	112,000	NOT LESS THAN 500 POUNDS PER SQUARE INCH GAUGE NOR MORE THAN 700 POUNDS PER SQUARE INCH GAUGE	TX EAST TRAN	TX EAST TRAN	KGEN HOT SP * 3

* Upon the Service Commencement Date, Customer shall initiate and Pipeline agrees to process a request for change of Operator from KGEN HOT SP to ENTERGY ARK

SIGNED FOR IDENTIFICATION:

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT B DATED N/A 5






	Number: 1 Author: #1. (7 chars) Deleted Support	Date: 5/30/2012 11:15:34 AM
	Number: 2 Author: #2. (24 chars) Changed From	Date: 5/30/2012 11:15:34 AM
	Number: 3 Author: AGeorge *	Subject: Typewritten Text Date: 5/29/2012 3:50:35 PM
	Number: 4 Author: #3. (364 chars) Inserted 73667 HOT SPRING POWER PLANT, HOT SPRING CO, AR HOT SPRING CO., AR 112,000 NOT LESS THAN 500 POUNDS PER SQUARE INCH GAUGE NOR MORE THAN 700 POUNDS PER SQUARE INCH GAUGE TX EAST TRAN TX EAST TRAN KGEN HOT SP * Upon the Service Commencement Date, Customer shall initiate and Pipeline agrees to process a request for change of Operator from KGEN HOT SP to ENTERGY ARK	Date: 5/30/2012 11:15:34 AM
	Number: 5 Author: #4. (21 chars) Changed From	Date: 5/30/2012 11:15:34 AM

EXHIBIT C, TRANSPORTATION QUANTITIES,
DATED _____,
TO THE SERVICE AGREEMENT UNDER RATE SCHEDULE MLS-1
BETWEEN TEXAS EASTERN TRANSMISSION, LP ("Pipeline")
AND ENTERGY ARKANSAS, INC. ("Customer")
DATED _____

MAXIMUM DAILY QUANTITY (MDQ): 112,000 Dth

Maximum Hourly Quantity (MHQ) 4.666 Dth, subject to the following:









provided, further, that Customer may elect to partially reduce Customer's MDQ and MHQ, maintaining the existing MDQ to MHQ relationship, on a non-geographic basis by N/A Dth as of N/A or any subsequent anniversary date, upon providing N/A year(s) prior written notice to Pipeline.

Pipeline and Customer agree that, if this Agreement qualifies as a "ROFR Agreement", (i) the foregoing contractual right to partially reduce Customer's MDQ is in addition to and not in lieu of any ROFR right to reduce Customer's MDQ on a non-geographic basis upon termination or expiration of this Agreement and (ii) only the partial reduction pursuant to the foregoing contractual right to partially reduce Customer's MDQ is subject to the ROFR procedures specified in the General Terms and Conditions of Pipeline's Tariff and Customer may retain the balance of the MDQ without being subject to the ROFR procedures.

PIPELINE: _____

CUSTOMER: _____

SUPERSEDES EXHIBIT C DATED N/A

	Number: 1 Author: #1. (7 chars) Deleted	Date: 5/30/2012 11:15:34 AM
	Support	
	Number: 2 Author: #2. (24 chars) Changed From	Date: 5/30/2012 11:15:34 AM
	Number: 3 Author: #3. (8 chars) Inserted	Date: 5/30/2012 11:15:34 AM
	112,000	
	Number: 4 Author: #4. (18 chars) Changed From	Date: 5/30/2012 11:15:34 AM
	Number: 5 Author: #5. (15 chars) Changed From	Date: 5/30/2012 11:15:34 AM
	Number: 6 Author: #6. (16 chars) Changed From	Date: 5/30/2012 11:15:34 AM
	Number: 7 Author: #7. (101 chars) Changed From	Date: 5/30/2012 11:15:34 AM
	____ [Notice period to be not less than the notice period required to terminate the entire contract]	
	Number: 8 Author: #8. (21 chars) Changed From	Date: 5/30/2012 11:15:34 AM