FT-1 RESERVATION CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule FT-1:

suant to section		TION CHARGE*	FT-1 RESERVATION CHARGE ADJUSTMENT \$/dth	
ACCESS AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
STX-AAB	6.5648	0.0000	0.2158	0.0000
WLA-AAB	2.5945	0.0000	0.0853	0.0000
ELA-AAB	2.1471	0.0000	0.0706	0.0000
ETX-AAB	1.9435	0.0000	0.0639	0.0000
STX-STX	5.5006	0.0000	0.1808	0.0000
STX-WLA	5.6590	0.0000	0.1860	0.0000
STX-ELA	6.5698	0.0000	0.2160	0.0000
STX-ETX	6.5698	0.0000	0.2160	0.0000
WLA-WLA	1.8295	0.0000	0.0601	0.0000
WLA-ELA	2.5995	0.0000	0.0855	0.0000
WLA-ETX	2.5995	0.0000	0.0855	0.0000
ELA-ELA	2.1501	0.0000	0.0707	0.0000
ETX-ETX	1.9465	0.0000	0.0640	0.0000
ETX-ELA	2.1325	0.0000	0.0701	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	4.3190	0.0000	0.1420	0.0000
M1-M2	8.2040	0.0000	0.2697	0.0000
M1-M3	10.8550	0.0000	0.3569	0.0000
M2-M2	6.3180	0.0000	0.2077	0.0000
M2-M3	9.1070	0.0000	0.2994	0.0000
M3-M3	5.0840	0.0000	0.1671	0.0000

^{*} Reservation Charge reflects a storage surcharge of: 0.0970

FT-1 USAGE CHARGES

ZONE RATE \$/dth

Pursuant to Sections 3.2 and 3.3 of Rate Schedule FT-1:

USAGE-1 - MAXIMUM	STX	WLA	ELA	ETX	M1	M2	М3
from STX from WLA from ELA from ETX from M1 from M2 from M3	0.0000	0.0000	0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000	0.0075 0.0075 0.0075 0.0075 0.0075	0.0255 0.0255 0.0255 0.0255 0.0255 0.0255	0.0371 0.0371 0.0371 0.0371 0.0371 0.0286 0.0105
USAGE-1 - MINIMUM from STX from WLA from ELA from ETX from M1 from M2 from M3	0.0000	0.0000	0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0003	0.0170 0.0170 0.0170 0.0170 0.0170 0.0213 0.0123	0.0286 0.0286 0.0286 0.0286 0.0329 0.0244 0.0063
USAGE-1 - BACKHAUL							
from STX from WLA	0.0088 0.0096	0.0059					
from ELA	0.0140	0.0039	0.0087				
from ETX	0.0140	0.0103	0.0087	0.0087			
from M1	0.0309	0.0272	0.0256	0.0256	0.0169		
from M2	0.0570	0.0533	0.0517	0.0517	0.0430	0.0303	0 0001
from M3	0.0749	0.0712	0.0696	0.0696	0.0609	0.0482	0.0221
USAGE-1 - BACKHAUL	MINIMUM						
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044	0 0107		
from M1 from M2	0.0224 0.0485	0.0187 0.0448	0.0171 0.0432	0.0171 0.0432	0.0127 0.0388	0.0261	
from M3	0.0485	0.0448	0.0432	0.0432	0.0388	0.0261	0.0179
IIOM M3	0.0004	0.0027	0.0011	0.0011	0.0307	0.0110	0.0175
USAGE-2	0.1034	0.1034	0.1034	0.1034	0.2529	0.3986	0.4974

ALL ZONES \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

Pursuant to Section 3.14 of the General Terms and Conditions:

CAPACITY RELEASE RESERVATION CHARGE ADJUSTMENT/ CHARGES RESERVATION CHARGE* VOLUMETRIC RESERVATION CHARGE* \$/dth \$/dth NON-NON-ACCESS AREA MILEAGE MILEAGE TOTAL MILEAGE MILEAGE TOTAL 2.4138 0.0793 STX-AAB 4.1510 6.5648 0.1365 0.2158 WLA-AAB 1.3110 1.2835 2.5945 0.0431 0.0422 0.0853 ELA-AAB 1.2321 0.0301 0.9150 2.1471 0.0405 0.0706 ETX-AAB 0.8320 1.1115 1.9435 0.0274 0.0365 0.0639 STX-STX 3.0800 2.4206 5.5006 0.1013 0.0795 0.1808 STX-WLA 3.2370 2.4220 5.6590 0.1064 0.0796 0.1860 4.1510 2.4188 6.5698 0.1365 0.0795 STX-ELA 0.2160 STX-ETX 4.1510 2.4188 6.5698 0.1365 0.0795 0.2160 WLA-WLA 0.3980 1.4315 1.8295 0.0131 0.0470 0.0601 1.2875 WLA-ELA 1.3120 2.5995 0.0431 0.0424 0.0855 WLA-ETX 1.3120 1.2875 2.5995 0.0431 0.0424 0.0855 1.2351 2.1501 0.0301 0.0406 0.0707 ELA-ELA 0.9150 ETX-ETX 0.8320 1.1145 1.9465 0.0274 0.0366 0.0640 ETX-ELA 0.9150 1.2175 2.1325 0.0301 0.0400 0.0701 MARKET AREA M1-M1 1.8830 2.4360 4.3190 0.0619 0.0801 0.1420 5.7660 2.4380 8.2040 0.1896 0.0801 0.2697 M1-M2 2.4400 0.2767 M1-M38.4150 10.8550 0.0802 0.3569 M2-M2 3.8820 2.4360 0.1276 0.0801 0.2077 6.3180 M2-M3 6.6690 2.4380 9.1070 0.2193 0.0801 0.2994 M3-M3 2.6500 2.4340 5.0840 0.0871 0.0800 0.1671

^{*}Rates are exclusive of surcharges which can also be recovered.

Pursuant to Section 3.14 of the General Terms and Conditions:

FT-1 CAPACITY RELEASE

CHARGES \$/DTH USAGE-1 RATE* STX WLA ELA ETX M1 МЗ MILEAGE from STX 0.0000 0.0000 0.0000 0.0000 0.0000 0.0170 0.0286 0.0000 0.0286 from WLA 0.0000 0.0000 0.0000 0.0170 from ELA 0.0000 0.0000 0.0000 0.0170 0.0286 from ETX 0.0000 0.0000 0.0170 0.0286 0.0329 from M1 0.0033 0.0213 from M2 0.0123 0.0244 from M3 0.0063 NON-MILEAGE from STX 0.0000 0.0000 0.0000 0.0000 0.0075 0.0085 0.0085 0.0000 0.0000 0.0000 0.0075 0.0085 0.0085 from WLA from ELA 0.0000 0.0000 0.0075 0.0085 0.0085 from ETX 0.0000 0.0075 0.0085 0.0085 from M1 0.0042 0.0042 0.0042 0.0042 from M2 0.0042 from M3 0.0042 TOTAL from STX 0.0000 0.0000 0.0000 0.0075 0.0255 0.0371 0.0000 from WLA 0.0000 0.0000 0.0000 0.0075 0.0255 0.0371 0.0371 from ELA 0.0000 0.0000 0.0075 0.0255 from ETX 0.0000 0.0075 0.0255 0.0371 0.0371 from M1 0.0075 0.0255 from M2 0.0165 0.0286 from M3 0.0105 USAGE-1 BACKHAUL RATE* STX WLA ELA М1 М2 М3 MILEAGE from STX 0.0046 0.0017 from WLA 0.0054 from ELA 0.0097 0.0060 0.0044 from ETX 0.0097 0.0060 0.0044 0.0044 from M1 0.0224 0.0187 0.0171 0.0171 0.0127 from M2 0.0485 0.0448 0.0432 0.0432 0.0388 0.0261 from M3 0.0664 0.0627 0.0611 0.0611 0.0567 0.0440 0.0179 NON-MILEAGE from STX 0.0042 0.0042 from WLA 0.0042 from ELA 0.0043 0.0043 0.0043 from ETX 0.0043 0.0043 0.0043 0.0043 from M1 0.0085 0.0085 0.0085 0.0085 0.0042 from M2 0.0085 0.0085 0.0085 0.0085 0.0042 0.0042 0.0085 0.0085 0.0085 0.0042 0.0042 0.0042 from M3 0.0085 TOTAL from STX 0.0088 from WLA 0.0096 0.0059 from ELA 0.0103 0.0087 0.0140 from ETX 0.0140 0.0103 0.0087 0.0087 0.0309 0.0272 0.0256 0.0256 0.0169 from M1 0.0303 from M2 0.0570 0.0533 0.0517 0.0517 0.0430 from M3 0.0749 0.0712 0.0696 0.0696 0.0609 0.0482 0.0221

^{*}Rates are exclusive of surcharges which can also be recovered.

INCREMENTAL

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

FT-1 INCREMENTAL FACILITY CHARGE

F1-1 1	NORBHENIAL FACILIII CHARGE		FACILIT	Y CHARGE
	PURSUANT TO SECTION 3.4 OF RATE SCHEDULE FT-1:		Maximum	
	To applicable customers converting from Rate Scheon in Docket No. CP82-446: RESERVATION CHARGE RESERVATION CHARGE ADJUSTN		0.6600 0.0217	0.0000
	Customer Bay State Gas Company Boston Gas Company d/b/a National Grid- Colonial Gas Company d/b/a National Grid- Connecticut Natural Gas Corporation Town of Middleborough, Massachusetts New Jersey Natural Gas Company Northern Utilities, Inc. Southern Connecticut Gas Company Yankee Gas Services Company	6,340 116 1,060 965 4,922 6,066		21,394 1,951
	To applicable customers converting from Rate Schein Docket No. CP87-4: RESERVATION CHARGE RESERVATION CHARGE ADJUSTN		3.0110 0.0990	0.0000
	Customer Brooklyn Union Gas Company <u>d/b/a National Grid</u>	dth		27,500
	Long Island Lighting Company KeySpan Gas East Corp	poration d/b	/a National	Grid
22,500	New Jersey Natural Gas Company NUI CorporationPivotal Utility Holdings, Inc.	40,000		10,000
	Public Service Electric & Gas Company	40,000		
	To applicable customers converting from Rate Schein Docket No. CP87-312:RESERVATION CHARGE RESERVATION CHARGE ADJUSTN		0.0000	0.0000
	Customer Colonial Gas Company <mark>d/b/a National Grid</mark>	dth		2,326
	Penn Fuel Gas, Inc. UGI Central Penn Gas, Inc. Yankee Gas Services Company	125		4,000
	To applicable customers converting from Rate Schein Docket No. CP80-170:RESERVATION CHARGE RESERVATION CHARGE ADJUSTN		0.0000	0.0000
	Customer Connecticut Natural Gas Corporation Yankee Gas Services Company	dth 4,231 3,015		
	To applicable customers converting from Rate Schein Docket No. CP85-803:RESERVATION CHARGE RESERVATION CHARGE ADJUSTN		0.0000	0.0000
	Customer Yankee Gas Services Company	dth 39		

FT-1 CHARGES CHARGES \$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993:

Maximum Minimum

Docket No. CP00-404-000(Columbia Liberty Expansion):

Customer dth

PG&E Energy Trading Power, L.P., and

Liberty Electric Power, LLC 84,000

Rates Pursuant to Section 3.2 of Rate Schedule FT-1:

 RESERVATION CHARGE
 4.4610
 0.1180

 USAGE-2 CHARGE
 0.1467

 RESERVATION CHARGE ADJUSTMENT
 0.1467
 0.0000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION CHARGE 0.1467 0.0000

APPLICABLE SHRINKAGE PERCENTAGE

Effective Year Around: June 1 through May 31

0.00 %

ALL ZONES \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

FT-1 CHARGES CHARGES \$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993:

Docket No. CP02-32, TIME Project:

Customer dth

New Jersey Natural Gas Company 100,000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION CHARGE 0.4739 0.0000

BASE UNIT ELECTRIC POWER COST

ELECTRIC POWER COST ADJUSTMENT

ADJUSTED ELECTRIC POWER COST

ASA SURCHARGE

0.2917

0.5400

0.8317

APPLICABLE SHRINKAGE PERCENTAGE

December 1 through November 30:

In-Path 4.28% Out-of-Path 4.69%

ALL ZONES

\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

FT-1 CHARGES
CHARGES \$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL FACILITY EXPANSIONS IMPLEMENTED ON NOVEMBER 1, 2008:

Docket No. CP06-115, TIME II Project:

Customer	dth
New Jersey Natural Gas Company	100,000
PSEG Power, LLC	50,000

	Maximum	Minimum
Rates Pursuant to Section 3.2 of Rate Schedule FT-1:		
RESERVATION CHARGE	23.1513	0.1110
USAGE-2 CHARGE	0.7611	
RESERVATION CHARGE ADJUSTMENT	0.7611	0.0036
Rates Pursuant to Section 3.14 of the General Terms and Condition	s:	
VOLUMETRIC RESERVATION CHARGE	0.7611	0.0036
BASE UNIT ELECTRIC POWER COST 1.9722		
ELECTRIC POWER COST ADJUSTMENT -0.3000		
ADJUSTED ELECTRIC POWER COST 1.6722		

ASA SURCHARGE -0.4207
APPLICABLE SHRINKAGE PERCENTAGE

December 1 through November 30:

In-Path 3.69% Out-of-Path 4.63%

ALL ZONES \$/dth

Marrimum Minimum

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

FT-1 CHARGES CHARGES \$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL

FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993: Maximum Minimum

Docket No. CP92-165 (North Carolina Project):

Customer dth

CNG Dominion Transmission, Inc. Corporation 30,000

Rates Pursuant to Section 3.2 of Rate Schedule FT-1:

 RESERVATION CHARGE
 6.5590
 0.080

 USAGE-2 CHARGE
 0.2156

 RESERVATION CHARGE ADJUSTMENT
 0.2156
 0.0000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION CHARGE 0.2156 0.0000

APPLICABLE SHRINKAGE PERCENTAGE

Effective Year Around:
June 1 through May 31 0.00 %

ALL ZONES \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS. 0.0019

FT-1 CHARGES CHARGES \$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL

FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993: Maximum Minimum

Docket No. CP94-654 (Riverside Storage Project):

Customer dth

PECO Energy Company 29,210
UGI Utilities, Inc. 4,000

Rates Pursuant to Section 3.2 of Rate Schedule FT-1:

 RESERVATION CHARGE
 10.4380
 0.000

 USAGE-2 CHARGE
 0.3432
 0.3432

 RESERVATION CHARGE ADJUSTMENT
 0.3432
 0.0000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION CHARGE 0.3432 0.0000

APPLICABLE SHRINKAGE PERCENTAGE

Effective Year Around: June 1 through May 31

0.00 %

ALL ZONES \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

FT-1 CHARGES CHARGES \$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL

FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993: Maximum Minimum

Docket No. CP95-76 and CP95-2 (Philadelphia Lateral Expansion):

Customer dth
Grays Ferry Cogeneration Partnership 15,000
Sun Company, Inc. 15,000

Rates Pursuant to Section 3.2 of Rate Schedule FT-1:

RESERVATION CHARGE 1.9410 0.0000 USAGE-2 CHARGE 0.0638 RESERVATION CHARGE ADJUSTMENT 0.0638 0.0000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION CHARGE 0.0638 0.0000

APPLICABLE SHRINKAGE PERCENTAGE

Effective Year Around: June 1 through May 31

0.00 %

ALL ZONES \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

8,000

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

FT-1 CHARGES CHARGES \$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL

FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993: Maximum Minimum

Docket No. CP97-276 (1997 Line No. 1-A Expansion):

Customer dt

PECO Energy Company 93,000

Mobil Oil CorporationPaulsboro Refining Company LLC

Rates Pursuant to Section 3.2 of Rate Schedule FT-1:

 RESERVATION CHARGE
 1.5830
 0.0000

 USAGE-2 CHARGE
 0.0520

 RESERVATION CHARGE ADJUSTMENT
 0.0520
 0.0000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION CHARGE 0.0520 0.0000

APPLICABLE SHRINKAGE PERCENTAGE

> ALL ZONES \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

FT-1 CHARGES
CHARGES \$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL

FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993:

Maximum Minimum

Docket No. CP99-621 (Ironwood Lateral):

APPLICABLE SHRINKAGE PERCENTAGE Effective Year Around:

October 1 through September 30

Customer

Williams Energy Marketing & TradingPPL Energy Plus, LLC		120,000
Rates Pursuant to Section 3.2 of Rate Schedule FT-1:		
Effective October 1 through April 30		
RESERVATION CHARGE	0.6040	0.0000
USAGE-2 CHARGE	0.0199	
RESERVATION CHARGE ADJUSTMENT	0.0199	0.0000
Effective May 1 through September 30		
RESERVATION CHARGE	1.2690	0.0000
USAGE-2 CHARGE	0.0417	0.0000
RESERVATION CHARGE ADJUSTMENT	0.0417	0.0000
RESERVATION CHARGE ADS SSTRENT	0.0417	0.0000
Rates Pursuant to Section 3.14 of the General Terms and Conditions:		
Effective October 1 through April 30		
VOLUMETRIC RESERVATION CHARGE	0.0199	0.0000
VOLUMETRIC RESERVATION CHARGE	0.0100	0.0000
Effective May 1 through September 30		
VOLUMETRIC RESERVATION CHARGE	0.0417	0.0000

dth

0.00 %

ALL ZONES

\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

FT-1	CHARGES
CHARGES	\$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL
FACILITY EXPANSIONS IMPLEMENTED ON OR AFTER JUNE 1, 1993:

Maximum Minimum

Docket No. CP02-381 (M1 Expansion Project):

Rates Pursuant to Section 3.2 of Rate Schedule FT-1:
RESERVATION CHARGE 9.7820 0.0000
USAGE-2 CHARGE 0.3216

Rates Pursuant to Section 3.14 of the General Terms and Conditions: VOLUMETRIC RESERVATION CHARGE 0.0000

BASE UNIT ELECTRIC POWER COST 0.7921
ELECTRIC POWER COST ADJUSTMENT 2.5700
ADJUSTED ELECTRIC POWER COST 3.3621

APPLICABLE SHRINKAGE PERCENTAGE (LAUF)
Effective Year Around:

RESERVATION CHARGE ADJUSTMENT

December 1 through November 30 0.37%

ALL ZONES \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO

SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

0.3216

0.0000

FT-1 CHARGES
CHARGES \$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL FACILITY EXPANSIONS IMPLEMENTED ON NOVEMBER 1, 2010:

Docket No. CP09-68-000, TIME III Project:

Customer	dth
	
CenterPoint Energy Services, Inc. PPL Energy Plus, LLC	25,000 30,000

	Maximum	Minimum
Rates Pursuant to Section 3.2(C&D) of Rate Schedule FT-1:		
RESERVATION CHARGE	\$23.2810	\$0.0480
USAGE-1 CHARGE	\$0.0000	
USAGE-2 CHARGE	\$0.7654	
RESERVATION CHARGE ADJUSTMENT	\$0.7654	\$0.0016

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION	CHARGE	\$0.7654	\$0.0016

BASE UNIT ELECTRIC POWER COST	1.0597
ELECTRIC POWER COST ADJUSTMENT	0.0000
ADJUSTED ELECTRIC POWER COST	1.0597
ASA USAGE SURCHARGE	0.0000

APPLICABLE SHRINKAGE PERCENTAGE

December 1 through November 30: 0.75%

ALL ZONES \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS. 0.0019

FT-1 CHARGES
CHARGES \$/dth

APPLICABLE TO CUSTOMERS UTILIZING CAPACITY PURSUANT TO INCREMENTAL FACILITY EXPANSIONS IMPLEMENTED ON NOVEMBER 1, 2010:

Docket No. CP09-68-000, TEMAX Project:

Customer dth ———

ConocoPhillips Company 395,000

Rates Pursuant to Section 3.14 of the General Terms and Conditions:

VOLUMETRIC RESERVATION CHARGE \$0.6588 \$0.0023

BASE UNIT ELECTRIC POWER COST 1.6032
ELECTRIC POWER COST ADJUSTMENT 0.0000
ADJUSTED ELECTRIC POWER COST 1.6032
ASA USAGE SURCHARGE 0.0000

APPLICABLE SHRINKAGE PERCENTAGES

PRIMARY RECEIPT POINT TO A PRIMARY OR SECONDARY DELIVERY POINT IN M2 OR M3

December 1 through November 30: 0.64%

SECONDARY RECEIPT POINT TO A PRIMARY OR SECONDARY DELIVERY POINT IN M2 OR M3

December 1 through March 31: 4.30% April 1 through November 30: 3.73%

> ALL ZONES \$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

STATEMENT OF NEGOTIATED RATES 1/

Customer Name: PGE Energy Trading - Power, L.P., and Liberty Electric Power, LLC 4/

Rate Schedule: FT-1 MDTQ: 84,000

Reservation Rate: \$3.3077 2/

Usage Rate: \$0.0100

Primary Receipt Point: 79922 3/ Primary Delivery Point: PLP

The Recourse Rates applicable to the facilities approved in Docket No. CP00-404-000 are the maximum rates for that incremental service stated on Pipeline's currently effective Statement of Rates for Rate Schedule FT-1. The Negotiated Rates are inclusive of fuel, shrinkage, lost and unaccounted for gas, GRI and all other surcharges except the Annual Charge Adjustment (ACA) as contained within Pipeline's Tariff.

- 1/ Except as described in Pipeline's certificate application in Docket No. CP00-404-000, these negotiated rate transactions do not deviate in any material respect from the applicable form of service agreement set forth in Pipeline's FERC Gas Tariff.
- 2/ Reservation rate becomes effective as specified in the negotiated rate agreement applicable to Pipeline's Contract No. 830106 filed in Docket No. CP00-404-000.
- Customer may cause up to 42,000 Dth/d to be received at Pipeline M&R No. (CGT receipt point).
- 4/ Other limitations on the applicability of these negotiated rates are incorporated and expressed in the negotiated rate agreement applicable to Pipeline's Contract No. 830106 filed in Docket No. CP00-404-000.

RATE SCHEDULE FTS-7

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission, LP (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-7. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-7 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute Nonotice Service as that term is used in Order No. 636.
- 2.2 Pipeline shall receive for Customer's account, at Customer's Point(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.
- 2.3 Pipeline shall receive for Customer's account, at the CNG Points(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer's Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule FTS-7 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

- 3.2 Customer shall pay Pipeline each Month the sum of the following amounts:
 - (A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

- (B) Monthly Usage Charge consisting of the sum of the following daily charges:
 - (1) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FTS-7, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.
- (C) System Expansion Adjustment:

The Reservation Charge, in Section 3.2(A) above, reflects the costs of all system expansions pursuant to Section 10, herein. The Reservation Charge shall be automatically adjusted to reflect the impact of each such system expansion completed pursuant to FERC certificate authorization.

- 3.3 In the event that the service agreement is effective on a date other than the first Day of the Month or the date of any subsequent change in Customer's MDQ is other than the first Day of the Month, then, for that initial Month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of Days remaining in that Month starting with and including the effective date of the service agreement to the total number of Days in the Month in which the initial service occurs. A similar proration shall be made for the last Month of the term of the FTS-7 Service Agreement if the last Day of such term occurs on a Day other than the last Day of a Month.
- 3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule FTS-7 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ.

- 3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:
 - (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
 - (B) is the result of Pipeline having operational flow orders in effect on such Day;
 - (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
 - (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
 - (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. RATE SCHEDULE SS-2 CONVERSIONS

Those Rate Schedule SS-2 service agreements previously entered into by Customers with Pipeline for firm storage service shall be deemed Rate Schedule FTS-7 Service Agreements to the extent of such firm service. Interruptible service previously provided under Customer's SS-2 Agreement shall be offered pursuant to a Rate Schedule IT-1 Service Agreement. As of the effective date of this Section 8, the rights and obligations of the parties to Rate Schedule SS-2 to the extent of such firm service shall be determined pursuant to this Rate Schedule FTS-7.

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. FIRM UP ELECTION PROCEDURES

As stated in Section 8 herein, the following Customers executed Rate Schedule IT-1 Service Agreements for interruptible service previously provided under Rate Schedule SS-2 Service Agreements prior to June 1, 1993:

Customer	_Rate Schedule IT-1	MDQ (Dt	h)
Atmos Energy Corporation	203		
Bay State Gas Company	7,522		
Boston Gas Company d/b/a National Grid			1,90
Brooklyn Union Gas Company d/b/a National Grid		1,306	
City of Norwich, CT	37		
Colonial Gas Company d/b/a National Grid————	_	6,984	
Columbia Gas of Ohio, Incorporated	9,000		
Columbia Gas of Pennsylvania, Incorporated	6,000		
Commonwealth Gas Company	399		
Connecticut Natural Gas Corporation	269		
Consolidated Edison Company	472		
Narragansett Electric Company d/b/a National Grid	538		
Elizabethtown Gas Company	875		
- · · · · · · · · · · · · · · · · · · ·			

Fall River Gas Company	129	
National Gas & Oil Corporation Cooperative		2,500
New England Gas Company – Fall River	129	
New England Gas Company - North Attleboro	100	
New Jersey Natural Gas Company	2,173	
North Attleboro Gas Company	100	
NSTAR Gas Company	399	
PECO Energy Company	1,480	
Philadelphia Gas Works	477	
Pivotal Utility Holdings, Inc.	875	
The Providence Gas Company	538	
Public Service Electric and Gas Company	4,080	
Southern Connecticut Gas Company	2,800	
Town of Middleborough, MA	34	
UGI Utilities, Incorporated	6,000	
Union Electric Company d/b/a AmerenUE		2,000
United Cities Gas Company	203	
Yankee Gas Services	3,285	

Such Customers at any time may request, in a form suitable to Pipeline, to firm up, as firm service under this Rate Schedule, any portion of its MDQ under the applicable Rate Schedule IT-1 Service Agreement. Upon receipt of such a request, Pipeline shall inquire of all Customers under this Rate Schedule if they also desire at such time to firm up any portion of their respective Rate Schedule IT-1 MDQ. If Pipeline receives sufficient requests for firmed up MDQ which, in Pipeline's sole opinion, makes it economically feasible to expand Pipeline's system, Pipeline shall make the necessary expansion of its system as soon as practicable after all necessary regulatory and governmental authorizations on terms and conditions acceptable to Pipeline are granted. Upon completion of the system expansion, Pipeline shall notify each Customer which requested a firmed up MDQ of its new MDQ under this Rate Schedule and the effective date thereof. The annual costs associated with all facilities which must be added to Pipeline's system to enable the establishment of and firm up of the MDQ's of Customers hereunder shall be borne by those Customers which have MDQ's hereunder by means of the Reservation Charge.

11. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

RATE SCHEDULE FTS-8

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party (hereinafter called Customer) when Customer and Texas Eastern Transmission, LP (hereinafter called Pipeline) have executed a service agreement for service under Rate Schedule FTS-8. Such service agreements shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule FTS-8 is a part.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation service hereunder shall be firm, except as provided herein and in Pipeline's General Terms and Conditions of this FERC Gas Tariff of which this Rate Schedule is a part. Service under this Rate Schedule does not constitute Nonotice Service as that term is used in Order No. 636.
- 2.2 Pipeline shall receive for Customer's account, at Customer's Point(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the CNG Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.
- 2.3 Pipeline shall receive for Customer's account, at the CNG Points(s), for transportation hereunder daily Quantities of Gas up to Customer's Maximum Daily Quantity (MDQ), plus Applicable Shrinkage. Pipeline shall transport and deliver for Customer's account, at the Customer's Point(s), such daily quantities tendered up to such Customer's MDQ. Customer's MDQ shall be specified in the executed service agreement.

3. RATE

3.1 The applicable rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule FTS-8 of this FERC Gas Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Section 15 of Pipeline's General Terms and Conditions.

- 3.2 Customer shall pay Pipeline each Month the sum of the following amounts:
 - (A) Reservation Charge:

The Reservation Charge Rate, as determined pursuant to Section 3.1 herein, multiplied by the MDQ specified in the executed service agreement, and

- (B) Monthly Usage Charge consisting of the sum of the following daily charges:
 - (1) The Usage-2 Charge Rate, as set forth on the Statement of Rates for Rate Schedule FTS-8, multiplied by that portion of the total Quantity of Gas deliveries on any Day pursuant to the executed service agreement, which is in excess of 110% of scheduled service levels for such Day.
- (C) System Expansion Adjustment:

The Reservation Charge, in Section 3.2(A) above, reflects the costs of all system expansions pursuant to Section 10, herein. The Reservation Charge shall be automatically adjusted to reflect the impact of each such system expansion completed pursuant to FERC certificate authorization.

- 3.3 In the event that the service agreement is effective on a date other than the first Day of the Month or the date of any subsequent change in Customer's MDQ is other than the first Day of the Month, then, for that initial Month, the Reservation Charge hereunder shall be prorated based on the ratio of the number of Days remaining in that Month starting with and including the effective date of the service agreement to the total number of Days in the Month in which the initial service occurs. A similar proration shall be made for the last Month of the term of the FTS-8 Service Agreement if the last Day of such term occurs on a Day other than the last Day of a Month.
- 3.4 Except as provided in Section 3.5 of this Rate Schedule, in the event Pipeline fails to deliver on any one Day at least 95% of the Quantity of Gas requested to be delivered by Pipeline at Point(s) of Delivery which Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ, the Reservation Charge shall be decreased by the amount of the Reservation Charge Adjustment (as set forth on the Statement of Rates for Rate Schedule FTS-8 of Pipeline's FERC Gas Tariff, Volume No. 1, as such Statement of Rates may be revised, superseded or supplemented from time to time) multiplied by the Quantity of Gas not delivered up to the lesser of the total Quantity of Gas requested and not delivered, or the MDQ.

- 3.5 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 3.4 when Pipeline's failure to deliver on any one Day at least 95% of the Quantity of Gas requested by Customer to be delivered at Point(s) of Delivery which Gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDQ:
 - (A) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;
 - (B) is the result of Pipeline having operational flow orders in effect on such Day;
 - (C) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;
 - (D) is the result of Pipeline performing at anytime repair and maintenance of its facilities to comply with applicable regulatory requirements, or
 - (E) occurs either (1) within ten (10) Days following a force majeure event as contemplated by Section 17.1 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

provided, however, 3.5(C) and 3.5(D) are also subject to the notice and due diligence requirements of Section 17.3 of the General Terms and Conditions.

4. MINIMUM COMMODITY BILL

None.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of Natural Gas on any Day under this Rate Schedule, Customer shall give notice to Pipeline in accordance with Section 4 of Pipeline's General Terms and Conditions.

6. DETERMINATION OF DELIVERIES

If Pipeline delivers Natural Gas to Customer under this Rate Schedule at the same Point(s) of Delivery on the same Day that Pipeline delivers Natural Gas to Customer under any other rate schedule, then the quantity of Natural Gas delivered under this Rate Schedule shall be determined in accordance with the provisions of Section 18 of Pipeline's General Terms and Conditions of this FERC Gas Tariff.

7. IMPAIRMENT OF RECEIPTS AND DELIVERIES

Where Pipeline, on any Day is unable to receive and/or deliver the total requests of all of its Customers due to force majeure on Pipeline's system, then Pipeline shall limit receipts and/or deliveries of Gas hereunder in accordance with Section 4 of Pipeline's General Terms and Conditions.

8. RATE SCHEDULE SS-3 CONVERSIONS

Those Rate Schedule SS-3 agreements previously entered into by Customers with Pipeline for firm storage service shall be deemed Rate Schedule FTS-8 Service Agreements to the extent of such firm service. Interruptible service previously provided under Customer's SS-3 Agreement shall be offered pursuant to a Rate Schedule IT-1 Service Agreement. As of the effective date of this Section 8, the rights and obligations of the parties to Rate Schedule SS-3 to the extent of such firm service shall be determined pursuant to this Rate Schedule FTS-8.

9. IMBALANCES

Except to the extent Point of Receipt and Point of Delivery imbalances are reconciled and resolved pursuant to Rate Schedule(s) TABS-1 and/or MBA, as applicable, imbalances shall be reconciled and resolved pursuant to Section 8 of Pipeline's General Terms and Conditions.

10. FIRM UP ELECTION PROCEDURES

As stated in Section 8 herein, the following Customers executed Rate Schedule IT-1 Service Agreements for interruptible service previously provided under Rate Schedule SS-3 Service Agreements prior to June 1, 1993:

Customer	Rate Schedule IT-1 MDQ (Dth)	
Atmos Energy Corporation	1,500	
Bay State Gas Company	7,236	
Boston Gas Company d/b/a National Grid		10,639
Bristol & Warren Gas Company	3	
Brooklyn Union Gas Company d/b/a National Gr	<u>rid</u> ———	160
Central Hudson Electric & Gas Corporation	14	
City of Norwich, CT	480	
Colonial Gas Company d/b/a National Grid———		15
Commonwealth Gas Company	4,342	
Connecticut Natural Gas Corporation	7,053	
Elizabethtown Gas Company	131	
Fall River Gas Company	950	

Long Island Lighting Company	KeySpan Gas East	t Corporation d/b/a N	ational Grid
- 229			

Narragansett Electric Company d/b/a National Grid	3
Narragansett Electric Company d/b/a National Grid	5,001
New England Gas Company - Fall River	950
New Jersey Natural Gas Company	148
NSTAR Gas Company	4,342
PECO Energy Company	10,000
Philadelphia Gas Works	398
Pivotal Utility Holdings, Inc.	131
The Providence Gas Company	5,001
Public Service Electric and Gas Company	931
Southern Connecticut Gas Company	3,290
United Cities Gas Company	1,500
Yankee Gas Services	6,401

Such Customers at any time may request, in a form suitable to Pipeline, to firm up, as firm service under this Rate Schedule, any portion of its MDQ under the applicable Rate Schedule IT-1 Service Agreement. Upon receipt of such a request, Pipeline shall inquire of all Customers under this Rate Schedule if they also desire at such time to firm up any portion of their respective Rate Schedule IT-1 MDQ. If Pipeline receives sufficient requests for firmed up MDQs which, in Pipeline's sole opinion, makes it economically feasible to expand Pipeline's system, Pipeline shall make the necessary expansion of its system as soon as practicable after all necessary regulatory and governmental authorizations on terms and conditions acceptable to Pipeline are granted. Upon completion of the system expansion, Pipeline shall notify each Customer which requested a firmed up MDQ of its new MDQ under this Rate Schedule and the effective date thereof. The annual costs associated with all facilities which must be added to Pipeline's system to enable the establishment of and firm up of the MDQs of Customers hereunder shall be borne by those Customers which have MDQs hereunder by means of the Reservation Charge.

11. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.

3.13 Pregranted Abandonment and Right of First Refusal

- (A) Except as provided in Section 3.13 (B), Pipeline shall have all necessary abandonment authorizations under the Natural Gas Act upon the (i) expiration of the contractual term, or (ii) the partial reduction of service levels pursuant to either any contractual right for such reduction or a right of first refusal under Section 3.13 (B), or (iii) upon termination of the service agreement under an Open-access Rate Schedule.
- (B) (1) The following service agreements are not subject to pregranted abandonment and may be abandoned by Pipeline only upon receipt of Commission approval under Section 7(b) of the Natural Gas Act.

		End of	
	Date of	Elected	
~	Original	Primary	Restated
Company	Agreement	Term	Rate Schedule
Algonquin Gas Transmission	04/12/90	03/31/2006	FTS-8 **
Algonquin Gas Transmission	04/12/90	04/15/2000	FTS-7 *
Algonquin Gas Transmission	09/26/86	10/31/2009	FTS
Algonquin Gas Transmission	04/12/90	1/	IT-1 *, **
Algonquin Gas Transmission	04/12/90	11/01/1991	SS
Algonquin Gas Transmission	07/19/63	10/31/1984	X-52
Amoco Production	01/17/78	06/30/1998	X-88
Amoco Production	01/17/78	06/30/1998	X-89
Amoco Production	01/17/78	06/30/1998	X-90
Amoco Production	01/17/78	06/30/1998	X-91
Arkansas Louisiana Gas	03/18/80	1/	X-77
Arkansas Louisiana Gas	11/20/50		X-8
Atmos Energy Corporation	07/27/90	1/	IT-1 *, **
Atmos Energy Corporation	07/27/90	04/15/2000	FTS-7 *
Bristol and Warren Gas Company	11/03/89	03/31/2012	-FTS-5
Brooklyn Union Gas	04/12/90	1/	IT-1 *, **
Brooklyn Union Gas	04/12/90	03/31/2006	FTS-8 **
Brooklyn Union Gas	04/12/90	04/15/2000	FTS-7 *
Brooklyn Union Gas	10/27/86	10/31/2009	FTS
Brooklyn Union Gas	10/09/86	03/31/2002	FTS-2
Brooklyn Union Gas	12/01/88	12/01/2008	FTS-4
Brooklyn Union Gas	12/05/89	12/01/2008	FTS-4
Brooklyn Union Gas	04/12/90	10/31/2012	SS
Brooklyn Union Gas	07/17/86	10/31/2009	X-130
Carnegie Natural Gas Company	11/05/91	1/	IT-1 *
Central Hudson Gas & Electric	07/02/90	1/	IT-1 **

3.13 Pregranted Abandonmnent and Right of First Refusal Version $\frac{0.0.0}{1.0.0}$ Page 2 of 11

Central Hudson Gas & Electric	01/07/92	03/31/2012	FTS-5
Central Hudson Gas & Electric	07/20/90	03/31/2006	FTS-8

Company	Date of Original Agreement	End of Elected Primary Term	Restated Rate Schedule
CNG Transmission	08/31/88	10/31/2008	X-135
CNG Transmission	06/14/91	10/31/2012	X-137
Colonial Gas Company	12/19/91	03/31/2012	FTS-5
Columbia and Columbia Gulf	10/01/75		X-78
Columbia and Consolidated	12/10/71		X-60
Columbia Gas Transmission	10/28/82	2/	X-121
Columbia Gas Transmission	09/29/86	10/31/2000	X-128
Columbia Gas Transmission	11/22/72		X-62
Columbia Gas Transmission	01/11/78		X-92
Columbia Gas Transmission	09/27/78	2/	X-95
Columbia Gas Transmission	12/11/78		 X-96
Columbia Gulf Transmission	12/15/66		 X-56
Columbia Gulf Transmission	07/30/79		X-98
Columbia, Consol, National Fuel	02/07/73		X-68
Consolidated and Transco	02/15/74	05/21/1985	X-74
Consolidated Edison Company	10/31/88	1/	IT-1*
Consolidated Edison Company	10/31/88	04/15/2000	FTS-7*
Consolidated Edison Company	10/27/86	10/31/2009	FTS
Consolidated Gas Supply	02/25/65		X-54
Consolidated Gas Supply	10/19/73	3/	X-70
Consolidated Gas Supply	11/21/78		X-93
Consolidated System LNG	05/20/77	4/	X-86
Dominion Transmission	08/31/88	10/31/2008	X-135
Dominion Transmission	06/14/91	10/31/2012	X-137
El Paso Natural Gas	11/12/79	5/	X-101
Elizabethtown Gas Company	04/12/90	03/31/2006	FTS-8**
Elizabethtown Gas Company	04/12/90	1/	<u>IT-1*, **</u>
Elizabethtown Gas Company	04/12/90	04/15/2000	FTS-7*
Elizabethtown Gas Company	10/27/86	10/31/2009	-FTS
Elizabethtown Gas Company	10/09/86	03/31/2002	FTS-2
Elizabethtown Gas Company	12/01/88	12/01/2008	FTS-4
Elizabethtown Gas Company	11/08/89	12/01/2009	FTS-4
Elizabethtown Gas Company	08/08/92	03/31/2012	<u>FTS-5</u>
Florida Gas Transmission	11/12/79	5/	X-104
Florida Gas Transmission	05/24/73		X-72
Gulf South Pipeline Company	12/19/69		X-57
Gulf South Pipeline Company	03/29/54		X-6
Gulf South Pipeline Company	08/23/74		X-75
Hope Natural Gas Company	08/27/59	11/30/1979	X-43

		KeySpan East (Gas Corporation Long	, Island Lightin	g Company	04/12/90
-	1/	IT-1**				
		KeySpan East (Gas Corporation Long	g Island Lightin	g Company	10/27/86
-		10/31/2009	FTS			
		Long Island Lig	ghting Company	12/01/88	12/01/2008	FTS-4
		KeySpan East (Gas Corporation Long	 Island Lightin	g Company	01/13/93
-		03/31/2012	FTS-5			
		KeySpan East (Gas Corporation Long	 Island Lightin	g Company	04/12/90
-		03/31/2006	FTS-8**			
		Michigan Wisc	onsin Pipeline	09/25/79	09/24/1994	X-109

Company	Date of Original Agreement	End of Elected Primary Term	Restated Rate Schedule
Michigan Wisconsin Pipeline			X-110
Mississippi River Transmission	08/22/73		X-66
Narragansett Electric Company	11/03/89	03/31/2012	FTS-5
Narragansett Electric Company	12/05/89	03/31/2012	FTS-5
Narragansett Electric Company	11/03/89	03/31/2012	FTS-5
National Fuel Gas Supply	10/30/91	10/31/2010	X-136
National Gas & Oil Corp. Cooperat IT-1*	<u>ive</u> ——	04/12/90	1/
Natural Gas Pipeline Co of Am	11/17/72		X-67
Natural Gas Pipeline Co of Am	12/22/76		X-84
Natural Gas Pipeline Co of Am	07/22/77	05/12/1993	X-85
New Jersey Natural Gas	06/11/90	03/31/2006	FTS-8**
New Jersey Natural Gas	06/11/90	1/	IT-1*, **
New Jersey Natural Gas	06/11/90	04/15/2000	FTS-7*
New Jersey Natural Gas	10/27/86	10/31/2009	-FTS
New Jersey Natural Gas	10/09/86	03/31/2002	FTS-2
New Jersey Natural Gas	11/08/89	12/01/2008	FTS-4
New Jersey Natural Gas	03/14/89	12/01/2008	FTS-4
New Jersey Natural Gas	01/13/93	03/31/2012	FTS-5
New Jersey Natural Gas	06/11/90	11/01/1991	SS
New Jersey Natural Gas	07/17/86	05/30/2000	X-127
New Jersey Natural Gas	07/17/86	10/31/2009	X-129
New York State Natural Gas	01/02/51		X-12
Northeast Energy Associates	07/16/91	03/31/2012	FTS-5
Northern Natural Gas	03/23/76	12/17/1994	X-80
Penn Fuel Gas, Inc.	01/13/93	03/31/2012	FTS-5
Philadelphia Electric PECO Energy	<u>y</u> Company	04/12	/90 1/
IT-1*, **			
Philadelphia Electric PECO Energy	<u>y</u> Company	04/12	/90
04/15/2000 FTS-7*			
Philadelphia Electric PECO Energy	<u>y</u> Company	06/12	/89
03/31/2002 FTS-2			
Philadelphia Electric PECO Energy 11/01/1991 SS	y_Company	04/12	/90
Philadelphia Gas Works	07/27/90	03/31/2006	FTS-8**
Philadelphia Gas Works	07/27/90	1/	IT-1*, **
Philadelphia Gas Works	07/27/90	04/15/2000	FTS-7*
Philadelphia Gas Works	10/16/86	03/31/2002	FTS-2
Pivotal Utility Holdings, Inc.	04/12/90	03/31/2006	FTS-8**

Pivotal Utility Holdings, Inc.	04/12/90	1/	IT-1*, **
Pivotal Utility Holdings, Inc.	04/12/90	04/15/2000	FTS-7*
Pivotal Utility Holdings, Inc.	10/27/86	10/31/2009	<u>FTS</u>
Pivotal Utility Holdings, Inc.	10/09/86	03/31/2002	FTS-2
Pivotal Utility Holdings, Inc.	08/08/92	03/31/2012	FTS-5
The Providence Gas Company	12/05/89	03/31/2012	FTS-5
Public Service Electric & Gas	08/22/86	03/31/2006	FTS-8**
Public Service Electric & Gas	08/22/86	1/	IT-1*, **
Public Service Electric & Gas	08/22/86	04/15/2000	FTS-7*
Public Service Electric & Gas	10/27/86	10/31/2009	FTS
Public Service Electric & Gas	10/09/86	03/31/2002	FTS-2
Public Service Electric & Gas	03/14/89	12/01/2008	FTS-4
Public Service Electric & Gas	11/15/89	03/31/2012	FTS-5
Public Service Electric & Gas	02/16/94	03/31/2012	FTS-5

Company	Date of Original Agreement	End of Elected Primary Term	Restated Rate Schedule
Southern Connecticut Gas Company	01/13/93	03/31/2012	FTS-5
Southern Natural Gas	11/12/79	5/	X-103
Southern Natural Gas	07/21/77		X-38
Southern Natural Gas	07/21/77	2/	X-87
Tennessee Gas Pipeline	11/12/79	5/	X-100
Tennessee Gas Pipeline	10/08/79		- X-111
Tennessee Gas Pipeline	11/24/82		X-126
Tennessee Gas Pipeline	07/30/74		X-65
Tennessee Gas Pipeline	10/17/74	02/28/1997	X-73
Texas Gas Transmission	06/25/81	6/	X-117
Texas Gas Transmission	09/23/71		X-64
Texas Gas Transmission	11/30/78	05/28/1993	X-94
Transcontinental Gas Pipe Line	11/12/79	5/	X-102
Transcontinental Gas Pipe Line	05/23/78		X-106
Transcontinental Gas Pipe Line	01/25/80	03/14/1988	X-132
Transcontinental Gas Pipe Line	12/08/53	11/15/1974	X-28
Transcontinental Gas Pipe Line	03/23/76	12/17/1994	X-79
Trunkline Gas Company	02/23/70		 X-30
Trunkline Gas Company	04/20/72		X-63
UGI Utilities, Inc.	01/13/93	03/31/2012	FTS-5
Union Electric Company	07/27/90	1/	IT-1*
United Cities Gas Company	07/27/90	1/	<u>IT-1 *, **</u>
United Cities Gas Company	07/27/90	04/15/2000	FTS-7*
United Gas Pipe Line	03/21/80	03/31/1985	X-120
United Gas Pipe line	08/01/85	04/11/1996	X-131
United Gas Pipeline	08/05/48		X-1
United Gas Pipeline	08/13/79	7/	X-107
United Gas Pipeline	12/19/69		X-57
United Gas Pipeline	03/29/54		X-6
United Gas Pipeline	08/23/74		X-75
Valley Gas Company	11/03/89	03/31/2012	FTS-5

Any agreement in which Pipeline has waived, in writing, its rights to pregranted abandonment

- 1/ Until canceled with prior written notice
- 2/ Initial delivery plus five years
- 3/ Initial delivery plus ten years
- 4/ 20 years after average deliveries reach 365 Mdth/Day
- 5/ Coincides with 11/8/79 Border Gas Sales Agreement
- 6/ Until canceled subject to specific circumstances
- 7/ Coincides with 4/18/77 Sea Robin transportation agreement for EI-333 Gas
- * Formerly Rate Schedule SS-2
- ** Formerly Rate Schedule SS-3
 - (2) If Customer satisfies the bid matching requirements of this Section 3.13(B), such Customer may retain its capacity with respect to any capacity under a Service Agreement which qualifies as a ROFR Agreement and which is to be unsubscribed as a result of (i) the expiration of the contracted term, (ii) the partial reduction of service levels, either pursuant to any contractual right for such reduction or pursuant to this Section 3.13(B), or (iii) the termination by either Customer or Pipeline of the service agreement, and continue to receive firm service under a new service agreement.
 - (3) Eleven (11) Months prior to the effective date of the partial reduction pursuant to a ROFR Agreement or the termination of a ROFR Agreement, Pipeline shall post on the LINK® System and the Web site the following information:
 - (1) the specific quantity available under the service agreement to be terminated,
 - (2) Point(s) of Receipt and Point(s) of Delivery,
 - (3) the date of expiration,
 - (4) the current maximum rate applicable to the service agreement to be terminated.
 - (4) Replacement Customers who desire service to be provided in whole or in part by the capacity posted pursuant to Section 3.13(B)(3) must submit bids for such capacity as described in the applicable posting no later than the last day of the fourth Month following the Month in which Pipeline posts an applicable notice pursuant to Section 3.13(B)(3); commencing January 1, 2006, such bids must be submitted online via the LINK® System. To be a valid bid, a bid must comply with the bid requirements set forth in

Section 3.13(B)(5). At the close of such bidding period, Pipeline shall select among the valid bids the "best bid(s)", as determined pursuant to Section 3.13(B)(6), and shall relay the relevant terms of such "best bid(s)" to the Customer whose capacity has been posted pursuant to Section 3.13(B)(3) within 3 Business Days of the close of such bidding period. If Customer elects to match, as determined by Section 3.13(B)(7), the "best bid(s)", the Customer shall be entitled to retain its capacity and continue to receive firm service under a new service agreement which reflects the matching of the relevant contractual provisions of the "best bid(s)". If Customer does not match the "best bid(s)", then Customer's right of first refusal for the capacity shall terminate and Pipeline shall have all necessary abandonment authorization under the Natural Gas Act. In the event there is no "best bid(s)" for Customer to match, Section 3.13(B)(8) shall determine whether Customer shall be entitled to retain its capacity and continue to receive service.

(5) To be a valid bid, the Replacement Customer must provide all information and data required by Sections 3.2 and 3.3 of the General Terms and Conditions.

Pipeline may reject all bids which would require Pipeline to discount below a rate and for discount period agreeable to Pipeline. In the event Pipeline agrees to accept a rate that is less than the applicable maximum tariff rate, Customer must submit a discount request online via the LINK® System and Pipeline must approve such request pursuant to the provisions of Section 28 of these General Terms and Conditions in order for such rate to become effective.

(6) Pipeline shall review all bids from Replacement Customers received pursuant to Section 3.13(B)(4), which have not been rejected by Pipeline, to determine which bid is the "best bid(s)". For purposes of this Section 3.13, the "best bid(s)" shall be the bid(s) which yields to Pipeline the highest net present value. Net present value shall be calculated on the basis of the present value of the Reservation Charge per unit to Pipeline except that under a Negotiated Rate agreement with a minimum quantity, the net present value evaluation shall also include the fixed cost component of the usage revenue at the minimum quantity. In making the determination of net present value Pipeline shall apply the rate, as of the date of the review, stated in accordance with Section 154.501(d) of the Commission's regulations, to all bids.

- (7) Upon receipt from Pipeline of the "best bid(s)", Customer shall have the right for a thirty (30) day period in which to notify Pipeline in writing whether the Customer is willing to match the "best bid(s)" for the capacity in whole or in part, made available by (i) the termination of such service agreement, (ii) expiration of the contract term by its own terms, or (iii) partial reduction pursuant to contractual right or the reduction of service level pursuant to a right of first refusal. Commencing January 1, 2006, such notification must be submitted online via the LINK® System. Failure to notify Pipeline within said thirty (30) day period constitutes a non-revocable waiver of Customer's right to match the "best bid(s)" and termination of the right of first refusal for the capacity. In order to match the "best bid(s)", Customer must agree to a rate up to the maximum rate and contract term that provide Pipeline with at least the same net present value, for an equivalent amount of capacity, as the valid "best bid(s)" submitted by the Replacement Customer(s); provided, however, the maximum rate a Customer must match is the maximum rate the Pipeline can charge for delivery to the Customer's Point of Delivery under the Agreement which is subject to the Customer's right to match the "best bid".
- In the event Pipeline does not receive any bids pursuant to Section (8) 3.13(B)(4) or Pipeline rejects all bids received due to the fact that such bids were premised on rate discount levels or rate discount periods unacceptable to Pipeline, Pipeline and Customer may mutually agree upon the terms and conditions under which Customer shall be entitled to retain its capacity and continue to receive service. In no event shall Pipeline and Customer agree upon terms which yield to Pipeline a net present value less than any bid received pursuant to Section 3.13(B)(4) and rejected by Pipeline and in no event shall Pipeline be obligated to sell capacity at less than the maximum lawful price for such capacity. In the event Pipeline and Customer have not reached agreement on the terms and conditions under which service will be extended, at Customer's election, such election to be exercised prior to the date which is five Months before the termination date, Pipeline shall tender and Customer shall execute within 20 days of receipt, a new service agreement reflecting service for all or part of the contractual quantity, so long as such Customer agrees to pay the maximum rate; provided, however, if Pipeline and Customer mutually agree to a lower rate which yields to Pipeline a net present value equal to or greater than any bid received pursuant to Section 3.13(C) and rejected by Pipeline, the Customer does not have to pay the maximum rate to retain the capacity.

- (9) In the event Pipeline and Customer do not execute a new service agreement pursuant to the provisions of this Section 3.13(B), Pipeline shall have all necessary pregranted abandonment authorization as to any part of the contractual quantity which is not covered by a new service agreement. The new service agreement must meet all the requirements of the definition of ROFR Agreement for Customer to continue to have the right of first refusal pursuant to Section 3.13(B).
- (C) Capacity which is not subject to the right of first refusal claim pursuant to this Section 3.13 shall be posted as available capacity on Pipeline's Website and shall be marketed in accordance with Section 3.11 of Pipeline's General Terms and Conditions.

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
Customer Name	Nullibei	Schedule	begin Date
AK Steel Corporation	870180		05/01/2000
Algonquin Gas Transmission, LLC	400226	SS-1	11/01/1999
Ameren Illinois Company dba Ameren Illinois	400181	SS-1	11/01/1993
Associated Natural Gas Company			
A Division of 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 KeySpan Energy	400225	SS-1	11/01/1999
Boston Gas Company d/b/a National Grid	400225	SS-1	11/01/1999
Brooklyn Union Gas Company D/B/A			
- KeySpan Energy Delivery New York	400186	SS-1	06/01/1994
Brooklyn Union Gas Company d/b/a National Grid	400186	SS-1	06/01/1994
Calpine Hidalgo Energy Center, L.P.	830089	FT-1	01/01/2001
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 KeySpan Energy	400200	SS-1	11/01/2001
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
Consolidated Edison Company of New York, Inc.	400224	SS-1	01/01/1999
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

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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
PPL Gas Utilities Corporation	400190	SS-1	05/01/1994
Progas U.S.A., Inc.	800474	FT-1	12/15/1999
PSEG Power, LLC	400241	SS-1	11/01/2007
Public Service Electric and Gas Company	330840	FTS	06/01/1993
Shell Energy North America (US), L.P.	910790	FT-1	09/01/2010
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
Tenaska Marketing Ventures	910445	CDS	01/01/2004
Tenaska Marketing Ventures	910446	CDS	01/01/2004
TPS McAdams LLC	910066	FT 1	10/01/2002
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
Valero Refining Company - New Jersey	800526	FT-1	12/04/1998
Yankee Gas Services Company	400191	SS-1	09/01/1994

Texas Eastern Transmission, LP

FERC NGA Gas Tariff

Filed Agreements

Effective on September 1, 2010 May 1, 2011

(Version-0.0.0 1.0.0, Section 1.) Shell Energy North America, L.P. - contract 910791 Reserved for Future Use

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