

December 13, 2021

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

RE: Enable Gas Transmission, LLC
Docket No. RP22-411-000
Filing to Remove Tariff Language Related to Bistineau Storage Field

Dear Ms. Bose:

I. Introduction.

Pursuant to Section 4 of the Natural Gas Act,¹ and Part 154 of the regulations of the Federal Energy Regulatory Commission (“FERC” or “Commission”),² Enable Gas Transmission, LLC (“EGT”) hereby submits for filing the tariff records listed in Appendix A hereto to be included in Ninth Revised Volume No. 1 of its FERC Gas Tariff (“Tariff”), effective January 17, 2022.

II. Statement of Nature, Reasons, and Basis for Filing.

In this filing, EGT is proposing to modify its Tariff to remove language affected by the abandonment by sale to Gulf South Pipeline Company, LP (“Gulf South”) of EGT’s undivided ownership interest in the Bistineau Gas Storage Facility located in Bienville and Bossier Parishes, Louisiana (“Bistineau”). EGT and Gulf South filed a joint application for Commission authorization for EGT to abandon, and Gulf South to acquire, EGT’s interest in Bistineau, *inter alia*, in Docket No. CP19-511-000 (“Application”). The Commission approved the Application on January 27, 2020.³ The Application described EGT’s contractual arrangement with Gulf South providing transitional firm storage service at Bistineau for a period of time after abandonment of EGT’s ownership interest.⁴ Specifically, EGT entered into a firm storage contract with Gulf South for 2,000,000 Dth of storage capacity at Bistineau for the period April 1, 2020 through March 31, 2021.⁵

EGT operates its multiple storage reservoirs on an aggregate, system-wide basis, and

¹ 15 U.S.C. § 717c (2020).

² 18 C.F.R. Pt. 154 (2020).

³ *Enable Gas Transmission, LLC*, 170 FERC ¶61,056 (2020).

⁴ Application at p. 12.

⁵ The purpose of this contractual arrangement was to ensure seamless operation after the sale of EGT’s ownership interest in Bistineau. *Id.*

Shippers typically nominate injections and withdrawals by designating Storage Points of Injection and Storage Points of Withdrawal, respectively, without reference to any particular facility. However, in EGT's predecessor, Arkla Energy Resources Company's ("AER") Order No. 636 restructuring proceeding, the Commission required AER to allow transactions to take place that combined AER's storage rights at Bistineau with transportation on Gulf South's predecessor, United Gas Pipeline Company.⁶ Ultimately, AER proposed Section 2.9 of Rate Schedule FSS to satisfy the Commission's requirement.⁷

Section 2.9 permits EGT's storage shippers to designate Bistineau as a specific Storage Point of Withdrawal for delivery into Gulf South's facilities. The Tariff provision also requires EGT to post on its website the available daily quantity for such withdrawal during the Withdrawal Season. Because EGT no longer has capacity in Bistineau, either through an ownership interest or a storage contract with Gulf South, EGT can no longer offer Bistineau as a specific Storage Point of Withdrawal to its storage customers. Accordingly, EGT is proposing to remove that section of Rate Schedule FSS, along with making other conforming changes.

As set forth herein, EGT's proposed tariff revisions are just and reasonable and should be approved as proposed. EGT proposes that the filed tariff records become effective on January 17, 2021.

In compliance with Section 154.204 of the Commission's regulations,⁸ EGT provides the following information:

III. Compliance with Section 154.204 of the Commission's Regulations (18 C.F.R. § 154.204).

The Tariff changes proposed herein will apply only to storage customers under EGT's Rate Schedule FSS. As described above, the change is necessitated by the sale of EGT's ownership interest in Bistineau to Gulf South, and the recent expiration of EGT's firm storage agreement with Gulf South, which rendered EGT unable to offer Bistineau as a specific storage withdrawal point.

The revisions to the Tariff proposed herein will result in storage customers nominating and receiving service under their storage contracts on an aggregated basis, by designating Storage Points of Withdrawal, and eliminate the ability for storage customers to designate EGT's now expired interest or capacity in Bistineau as a storage point of withdrawal. Other than this change, there will be no impact on customers.

The changes to EGT's Tariff will have no effect on revenues and costs whatsoever, including over the 12-month period following the effective date of this filing. There are no other filings pending before the Commission which may significantly affect the instant filing.

⁶ *Arkla Energy Resources, a division of Arkla, Inc.*, 62 FERC ¶61,076 at p. 61,452 (1993).

⁷ *Arkla Energy Resources Company*, 65 FERC ¶61,343 at p. 62,690 (1993).

⁸ 18 C.F.R. § 154.202.

IV. Motion to Place Tariff Records into Effect.

EGT respectfully requests that if the Commission determines suspension to be in order, only the minimum suspension be imposed. Pursuant to Section 154.7(a)(9) of the Commission's regulations,⁹ EGT hereby moves to place the proposed Tariff records into effect at the end of the minimum suspension period, provided that they are approved as filed and without condition. EGT, however, reserves the right to file a later motion to place the proposed Tariff records into effect at the end of the suspension period if the Commission orders any change to the Tariff records or imposes conditions on the implementation of the proposed records.

IX. Components of the Filing.

Pursuant to Order No. 714¹⁰ and in accordance with Section 154.7(a)(1) of the Commission's regulations, EGT includes with this filing an eTariff XML filing package containing this transmittal letter and all components of the filing, filed as a zip (compressed) file, as listed below:

Appendix A – List of Tariff records filed herewith;

Appendix B – Clean versions of the Tariff records; and

Appendix C – Marked versions of the Tariff records.

X. Communications.

Pursuant to Section 385.203(b)(3) of the Commission's regulations, EGT requests that all Commission orders, communications and correspondence, as well as pleadings and correspondence from other persons, concerning this filing be served upon the following and that each be included on the Commission's official service list for this filing:

Lisa Yoho
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⁹ 18 C.F.R. § 154.7(a)(9).

¹⁰ *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008).

XI. Subscription, Posting and Certification of Service.

In accordance with Sections 385.2005 and 385.2011(c)(5) of the regulations,¹¹ the undersigned states that she has read this filing and knows its contents and to her best knowledge and belief, the statements and information contained in the tariff records attached hereto are true and the electronic media accompanying this filing contains the same information as that available for public inspection.

Pursuant to Sections 154.2(d), 154.7(b) and 154.208(b) of the Commission's regulations, a copy of this tariff filing is being sent by electronic mail to each of EGT's customers and interested State Commissions. Copies of this filing are being posted in accordance with Section 154.207 of the Commission's regulations.¹² This tariff filing is also available for public inspection during regular business hours in a convenient form and place at EGT's offices at 910 Louisiana Street, Houston, Texas 77002, and on its website at <http://pipelines.enablemidstream.com>.

XII. Waivers.

EGT respectfully requests that, should the Commission determine that any waivers are required, the Commission grant such waivers as are necessary to effectuate this filing as requested.

If there are any questions concerning this filing, please contact the undersigned at (346) 701-2539.

Respectfully submitted,

Enable Gas Transmission, LLC

/s/ Lisa Yoho

Lisa Yoho

Sr. Director, Regulatory & FERC Compliance

Enclosures

¹¹ 18 C.F.R. §§ 385.2005, 385.2011(c)(5).

¹² 18 C.F.R. § 154.208.

APPENDIX A

LIST OF TARIFF RECORDS FILED

Tariff Sheet Number, Tariff Sheet Title, Tariff Sheet Version

First Revised Sheet No. 269, Rate Schedule FSS, Version 1.0.0
First Revised Sheet No. 270, Rate Schedule FSS, Version 1.0.0
First Revised Sheet No. 272, Rate Schedule FSS, Version 1.0.0
First Revised Sheet No. 273, Rate Schedule FSS, Version 1.0.0
First Revised Sheet No. 282, Rate Schedule FSS, Version 1.0.0
First Revised Sheet No. 283, Rate Schedule FSS, Version 1.0.0
First Revised Sheet No. 687, General Terms & Conditions, Version 1.0.0

APPENDIX B

CLEAN TARIFF RECORDS

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

Maximum Monthly Injection Quantity, in accordance with a Service Agreement;

- (b) the injection and storage of Gas in Transporter's storage facilities; and
- (c) the tender during the Withdrawal Period of Gas by Transporter for Shipper's account at the Storage Point(s) of Withdrawal at rates up to the Maximum Daily Withdrawal Quantity, provided that quantities requested by Shipper during the Withdrawal Period shall not exceed the quantities stored on behalf of Shipper, nor shall the quantities requested by Shipper during any Service Month exceed the Maximum Monthly Withdrawal Quantity, in accordance with a Service Agreement.

2.2 Service under this Rate Schedule during the Injection Period shall be firm, except as otherwise provided in this Tariff, up to the Maximum Daily Injection Quantity, provided that injections are in accordance with the provisions of Section 6 of this Rate Schedule and do not exceed the Maximum Monthly Injection Quantity, and that Shipper separately arranges and properly provides transportation to Storage Points of Injection. Service under this Rate Schedule during the Withdrawal Period shall be firm, except as otherwise provided in this Tariff, up to the Maximum Daily Withdrawal Quantity, provided that withdrawals are in accordance with the provisions of Section 6 of this Rate Schedule and do not exceed the Maximum Monthly Withdrawal Quantity, and that Shipper separately arranges and properly provides transportation from Storage Points of Withdrawal. Transporter shall use reasonable efforts to effectuate Shipper's request for Withdrawal Period injections and Injection Period withdrawals, up to the contract quantities identified in Section 2.8 hereof, in accordance with Section 2.9 of this Rate Schedule.

2.3 Service under this Rate Schedule does not include transportation to or from Storage Points of Injection and Storage Points of Withdrawal. Shipper shall be

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

responsible for making arrangements for such transportation pursuant to Transporter's Rate Schedule FT. Such transportation shall be for at least the full term of the Service Agreement under Rate Schedule FSS and shall be sufficient to transport on any Day the Maximum

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

as well as the General Terms and Conditions of this Tariff.

- 2.7 A Service Agreement under this Rate Schedule must commence at the beginning of a Storage Contract Year and continue for a term of one or more Storage Contract Years.
- 2.8 The Maximum Storage Quantity, the Maximum Injection Quantity and the Maximum Deliverability Quantity shall be specified in the Service Agreement.
- 2.9 Shipper may request the right to inject Gas into storage during the Withdrawal Period and withdraw gas from storage during the Injection Period, up to the applicable contract quantities specified in Section 2.8 of this Rate Schedule. Transporter shall employ reasonable efforts to grant Shipper's request to inject and withdraw outside the applicable periods subject to operational considerations, available capacity and conditions on Transporter's system. At no time shall Transporter have an obligation to

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

provide or continue such service if to do so would be inconsistent with the principles set forth in Section 20.1 of the General Terms and Conditions. Under any circumstances, the aggregate quantities available on any Day to all Rate Schedule FSS Shippers for such activities shall not exceed 50,000 Dth for injections and 100,000 Dth for withdrawals. For purposes of scheduling, allocations and curtailment pursuant to Sections 5 and 10 of the General Terms and Conditions, injections during the Withdrawal Period and withdrawals during the Injection Period under this Rate Schedule within aggregate available quantity limitations shall have priority over injections and withdrawals under Rate Schedule ISS, and if Transporter receives requests for injections and withdrawals in excess of the capacity available for such service, available capacity shall be allocated pro rata based on each Shipper's nomination. In the event that Shipper injects quantities into storage during the Withdrawal Period, Transporter may at any time thereafter give Shipper notice to withdraw all or part of such quantities and Shipper shall be obligated to do so within thirty (30) Days after such notice. If Shipper fails for any reason to withdraw such Gas within such period, then Transporter may retain possession of and title to such quantities and Shipper shall relinquish all claims thereto, provided that such period shall be extended proportionately if, and to the extent that, Shipper's failure to withdraw is caused by Transporter's inability due to operating or force majeure conditions to accommodate Shipper's requests for withdrawal. Nothing contained in this Section 2.9 shall be construed to limit Transporter's right to implement any and all operational controls provided for in Section 20 of Transporter's General Terms and Conditions, including, without limitation, Transporter's right to issue an Operational Flow Order to require Shipper to withdraw all or part of Shipper's Gas in storage pursuant to the notice provisions contained in said Section 20.

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

6. INJECTION AND WITHDRAWAL SCHEDULES (continued)

- (b) The Maximum Monthly Withdrawal Quantity during any Month during the Withdrawal Period shall equal the lesser of (i) Shipper's Working Gas Quantity as of the first Day of such Month and (ii) 40% of Shipper's Working Gas Quantity as of November 1.
- (c) The Maximum Daily Withdrawal Quantity on any Day during the Withdrawal Period shall equal the lesser of (i) Shipper's Working Gas Quantity as of the beginning of such Day and (ii) the Maximum Deliverability Quantity, provided that:
 - (i) If Shipper's Working Gas Quantity on any Day is less than 60% but 40% or more of the Maximum Storage Quantity, then the Maximum Daily Withdrawal Quantity shall be 85% of the Maximum Deliverability Quantity;
 - (ii) If Shipper's Working Gas Quantity on any Day is less than 40% but 20% or more of the Maximum Storage Quantity, then the Maximum Daily Withdrawal Quantity shall be 70% of the Maximum Deliverability Quantity; and
 - (iii) If Shipper's Working Gas Quantity on any Day is less than 20% of the Maximum Storage Quantity, then the Maximum Daily Withdrawal Quantity shall be 55% of the Maximum Deliverability Quantity.

7. DEFINITIONS:

- 7.1 Storage Points of Injection shall mean the points on Transporter's system where Transporter receives Gas for storage for the account of Shipper. Shipper's designation shall be on an aggregate, not a specific field, basis.
- 7.2 Storage Points of Withdrawal shall mean the points on Transporter's system where Transporter tenders Gas withdrawn from storage for the account of Shipper. Shipper's designation shall be on an aggregate, not a specific field, basis.

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

7. DEFINITIONS (continued)

- 7.3 Maximum Injection Quantity shall mean the maximum Dth stipulated in the Service Agreement which, subject to the other provisions of this Rate Schedule, Shipper may request Transporter to receive on any Day during the Injection Period for injection into storage on a firm basis and outside the Injection Period, on the basis set forth in Section 2.9 of this Rate Schedule. Such quantity shall not exceed the quotient of the Maximum Storage Quantity divided by 90.
- 7.4 Maximum Daily Injection Quantity shall mean the maximum Dth as provided in this Rate Schedule which Transporter agrees to receive from Shipper on any given Day during the Injection Period at the Storage Points of Injection for injection into storage.
- 7.5 Maximum Monthly Injection Quantity shall mean the maximum Dth as provided in this Rate Schedule which Transporter agrees to receive from Shipper during any given Month during the Injection Period at the Storage Points of Injection for injection into storage.
- 7.6 Minimum Daily Injection Quantity shall mean the minimum Dth as provided in this Rate Schedule which Shipper agrees to tender to Transporter on any Day during the Injection Period at the Storage Points of Injection for injection into storage.
- 7.7 Minimum Monthly Injection Quantity shall mean the minimum Dth as provided in this Rate Schedule which Shipper agrees to tender to Transporter during each Month during the Injection Period at the Storage Points of Injection for injection into storage.
- 7.8 Maximum Deliverability Quantity shall mean the maximum Dth stipulated in the Service Agreement which, subject to the other provisions of this Rate Schedule, Shipper may request Transporter to tender at the Storage Points of Withdrawal. Such quantity shall not exceed the quotient of the Maximum Storage Quantity divided by 45.

GENERAL TERMS AND CONDITIONS
(continued)

12. RATES, TERMS AND CONDITIONS:

- 12.1 Application. For transportation to storage, no commodity charge shall apply for deliveries to Storage Points of Injection.
- 12.2 Changes in Rates and Other Terms and Conditions. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under this Tariff.
- 12.3 Negotiated Rates. Notwithstanding anything to the contrary contained in this Tariff, Transporter and Shipper may negotiate a rate for service under any rate schedule contained in this Tariff. Transporter's maximum rate as shown on Transporter's Statement of Effective Rates and Charges for a service ("Recourse Rate") is available for any Shipper that does not desire to negotiate a rate with Transporter.
- (a) A Negotiated Rate shall mean a rate for service, the individual components of which may exceed the maximum reservation charge, if applicable, or usage charge, as stated on Transporter's Statement of Effective Rates and Charges for that service. With respect to a Negotiated Rate which, when calculated on a 100% load factor basis, exceeds Transporter's maximum rate for that service, for purposes of allocation of capacity pursuant to Sections 10.3, 10.4 and 10.6 of the General Terms and Conditions of Transporter's Tariff, Shippers willing to pay said Negotiated Rate would be considered to have paid the maximum Recourse Rate. For purposes of exercising rights to continue service pursuant to Section 21.9 of the General Terms and Conditions of Transporter's Tariff, the highest rate that a Shipper must match if it desires to retain all or a portion of its capacity and continue to receive firm service under the same Rate Schedule beyond the expiration date of such Long-Term Firm Agreement is the maximum rate applicable to such service.

APPENDIX C

MARKED TARIFF RECORDS

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

Maximum Monthly Injection Quantity, in accordance with a Service Agreement;

- (b) the injection and storage of Gas in Transporter's storage facilities; and
- (c) the tender during the Withdrawal Period of Gas by Transporter for Shipper's account at the Storage Point(s) of Withdrawal at rates up to the Maximum Daily Withdrawal Quantity, provided that quantities requested by Shipper during the Withdrawal Period shall not exceed the quantities stored on behalf of Shipper, nor shall the quantities requested by Shipper during any Service Month exceed the Maximum Monthly Withdrawal Quantity, in accordance with a Service Agreement.

2.2 Service under this Rate Schedule during the Injection Period shall be firm, except as otherwise provided in this Tariff, up to the Maximum Daily Injection Quantity, provided that injections are in accordance with the provisions of Section 6 of this Rate Schedule and do not exceed the Maximum Monthly Injection Quantity, and that Shipper separately arranges and properly provides transportation to Storage Points of Injection. Service under this Rate Schedule during the Withdrawal Period shall be firm, except as otherwise provided in this Tariff, up to the Maximum Daily Withdrawal Quantity, provided that withdrawals are in accordance with the provisions of Section 6 of this Rate Schedule and do not exceed the Maximum Monthly Withdrawal Quantity, and that Shipper separately arranges and properly provides transportation from Storage Points of Withdrawal. Transporter shall use reasonable efforts to effectuate Shipper's request for Withdrawal Period injections and Injection Period withdrawals, up to the contract quantities identified in Section 2.8 hereof, in accordance with Section 2.910 of this Rate Schedule.

2.3 Service under this Rate Schedule does not include transportation to or from Storage Points of Injection and Storage Points of Withdrawal. Shipper shall be

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

responsible for making arrangements for such transportation pursuant to Transporter's Rate Schedule FT ~~(except as provided in Section 2.9 below)~~. Such transportation shall be for at least the full term of the Service Agreement under Rate Schedule FSS and shall be sufficient to transport on any Day the Maximum

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

as well as the General Terms and Conditions of this Tariff.

2.7 A Service Agreement under this Rate Schedule must commence at the beginning of a Storage Contract Year and continue for a term of one or more Storage Contract Years.

2.8 The Maximum Storage Quantity, the Maximum Injection Quantity and the Maximum Deliverability Quantity shall be specified in the Service Agreement.

~~2.9 A Shipper may designate Transporter's Bistineau Storage Field as a specific Storage Point of Withdrawal for delivery of stored Gas into Gulf South Pipeline Company facilities provided that Transporter shall determine and post on its Internet Web Site during the Withdrawal Period the aggregate daily quantity of Gas available for withdrawal at Bistineau by Shippers under this Rate Schedule. Transporter will determine such available withdrawal quantity by analyzing working Gas balances and current deliverability of Gas at Bistineau and on the system as a whole and anticipated operating conditions and requirements in the portion of the system affected by Bistineau operations. Any quantities requested for withdrawal at Bistineau must not exceed the quantity limitations provided for in this Rate Schedule and Shipper's Service Agreement and if Transporter receives requests for withdrawal in excess of the posted available quantities at Bistineau, the quantities available shall be allocated pro rata based on each Shipper's Maximum Daily Withdrawal Quantity.~~

2. ~~9~~¹⁰ Shipper may request the right to inject Gas into storage during the Withdrawal Period and withdraw gas from storage during the Injection Period, up to the applicable contract quantities specified in Section 2.8 of this Rate Schedule. Transporter shall employ reasonable efforts to grant Shipper's request to inject and withdraw outside the applicable periods subject to operational considerations, available capacity and conditions on Transporter's system. At no time shall Transporter have an obligation to

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

provide or continue such service if to do so would be inconsistent with the principles set forth in Section 20.1 of the General Terms and Conditions. Under any circumstances, the aggregate quantities available on any Day to all Rate Schedule FSS Shippers for such activities shall not exceed 50,000 Dth for injections and 100,000 Dth for withdrawals. For purposes of scheduling, allocations and curtailment pursuant to Sections 5 and 10 of the General Terms and Conditions, injections during the Withdrawal Period and withdrawals during the Injection Period under this Rate Schedule within aggregate available quantity limitations shall have priority over injections and withdrawals under Rate Schedule ISS, and if Transporter receives requests for injections and withdrawals in excess of the capacity available for such service, available capacity shall be allocated pro rata based on each Shipper's nomination. In the event that Shipper injects quantities into storage during the Withdrawal Period, Transporter may at any time thereafter give Shipper notice to withdraw all or part of such quantities and Shipper shall be obligated to do so within thirty (30) Days after such notice. If Shipper fails for any reason to withdraw such Gas within such period, then Transporter may retain possession of and title to such quantities and Shipper shall relinquish all claims thereto, provided that such period shall be extended proportionately if, and to the extent that, Shipper's failure to withdraw is caused by Transporter's inability due to operating or force majeure conditions to accommodate Shipper's requests for withdrawal. Nothing contained in this Section 2.910 shall be construed to limit Transporter's right to implement any and all operational controls provided for in Section 20 of Transporter's General Terms and Conditions, including, without limitation, Transporter's right to issue an Operational Flow Order to require Shipper to withdraw all or part of Shipper's Gas in storage pursuant to the notice provisions contained in said Section 20.

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

6. INJECTION AND WITHDRAWAL SCHEDULES (continued)

- (b) The Maximum Monthly Withdrawal Quantity during any Month during the Withdrawal Period shall equal the lesser of (i) Shipper's Working Gas Quantity as of the first Day of such Month and (ii) 40% of Shipper's Working Gas Quantity as of November 1.
- (c) The Maximum Daily Withdrawal Quantity on any Day during the Withdrawal Period shall equal the lesser of (i) Shipper's Working Gas Quantity as of the beginning of such Day and (ii) the Maximum Deliverability Quantity, provided that:
 - (i) If Shipper's Working Gas Quantity on any Day is less than 60% but 40% or more of the Maximum Storage Quantity, then the Maximum Daily Withdrawal Quantity shall be 85% of the Maximum Deliverability Quantity;
 - (ii) If Shipper's Working Gas Quantity on any Day is less than 40% but 20% or more of the Maximum Storage Quantity, then the Maximum Daily Withdrawal Quantity shall be 70% of the Maximum Deliverability Quantity; and
 - (iii) If Shipper's Working Gas Quantity on any Day is less than 20% of the Maximum Storage Quantity, then the Maximum Daily Withdrawal Quantity shall be 55% of the Maximum Deliverability Quantity.

7. DEFINITIONS:

- 7.1 Storage Points of Injection shall mean the points on Transporter's system where Transporter receives Gas for storage for the account of Shipper. Shipper's designation shall be on an aggregate, not a specific field, basis.
- 7.2 Storage Points of Withdrawal shall mean the points on Transporter's system where Transporter tenders Gas withdrawn from storage for the account of Shipper. Shipper's designation shall be on an aggregate, not a specific field, basis ~~except as provided in Section 2.9 of this Rate Schedule.~~

RATE SCHEDULE FSS
FIRM STORAGE SERVICE
(continued)

7. DEFINITIONS (continued)

- 7.3 Maximum Injection Quantity shall mean the maximum Dth stipulated in the Service Agreement which, subject to the other provisions of this Rate Schedule, Shipper may request Transporter to receive on any Day during the Injection Period for injection into storage on a firm basis and outside the Injection Period, on the basis set forth in Section 2. ~~910~~ of this Rate Schedule. Such quantity shall not exceed the quotient of the Maximum Storage Quantity divided by 90.
- 7.4 Maximum Daily Injection Quantity shall mean the maximum Dth as provided in this Rate Schedule which Transporter agrees to receive from Shipper on any given Day during the Injection Period at the Storage Points of Injection for injection into storage.
- 7.5 Maximum Monthly Injection Quantity shall mean the maximum Dth as provided in this Rate Schedule which Transporter agrees to receive from Shipper during any given Month during the Injection Period at the Storage Points of Injection for injection into storage.
- 7.6 Minimum Daily Injection Quantity shall mean the minimum Dth as provided in this Rate Schedule which Shipper agrees to tender to Transporter on any Day during the Injection Period at the Storage Points of Injection for injection into storage.
- 7.7 Minimum Monthly Injection Quantity shall mean the minimum Dth as provided in this Rate Schedule which Shipper agrees to tender to Transporter during each Month during the Injection Period at the Storage Points of Injection for injection into storage.
- 7.8 Maximum Deliverability Quantity shall mean the maximum Dth stipulated in the Service Agreement which, subject to the other provisions of this Rate Schedule, Shipper may request Transporter to tender at the Storage Points of Withdrawal. Such quantity shall not exceed the quotient of the Maximum Storage Quantity divided by 45.

GENERAL TERMS AND CONDITIONS
(continued)

12. RATES, TERMS AND CONDITIONS:

- 12.1 Application. For transportation to storage, no commodity charge shall apply for deliveries to Storage Points of Injection ~~except that specific withdrawals of Gas at the Bistineau Storage Field shall be considered a delivery into Gulf South Pipeline Company under the applicable Rate Schedule FT or IT Service Agreement.~~
- 12.2 Changes in Rates and Other Terms and Conditions. Transporter shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service, in accordance with the Natural Gas Act or other applicable law. Nothing contained in the foregoing provision shall preclude or prevent Shipper from protesting any such changes or modifications; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under this Tariff.
- 12.3 Negotiated Rates. Notwithstanding anything to the contrary contained in this Tariff, Transporter and Shipper may negotiate a rate for service under any rate schedule contained in this Tariff. Transporter's maximum rate as shown on Transporter's Statement of Effective Rates and Charges for a service ("Recourse Rate") is available for any Shipper that does not desire to negotiate a rate with Transporter.
- (a) A Negotiated Rate shall mean a rate for service, the individual components of which may exceed the maximum reservation charge, if applicable, or usage charge, as stated on Transporter's Statement of Effective Rates and Charges for that service. With respect to a Negotiated Rate which, when calculated on a 100% load factor basis, exceeds Transporter's maximum rate for that service, for purposes of allocation of capacity pursuant to Sections 10.3, 10.4 and 10.6 of the General Terms and Conditions of Transporter's Tariff, Shippers willing to pay said Negotiated Rate would be considered to have paid the maximum Recourse Rate. For purposes of exercising rights to continue service pursuant to Section 21.9 of the General Terms and Conditions of Transporter's Tariff, the highest rate that a Shipper must match if it desires to retain all or a portion of its capacity and continue to receive firm service under the same Rate Schedule beyond the expiration date of such Long-Term Firm Agreement is the maximum rate applicable to such service.