

September 1, 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. RP21-1093-000  
Addition of Firm Parking and Loaning Service Option under Rate Schedule PHS

Dear Ms. Bose:

**I. Introduction.**

Pursuant to Section 4 of the Natural Gas Act,<sup>1</sup> and Part 154 of the regulations of the Federal Energy Regulatory Commission (“FERC” or “Commission”),<sup>2</sup> Enable Gas Transmission, LLC (“EGT”) hereby submits for filing the tariff records listed in Appendix A hereto to be included in First Revised Volume No. 1 of its FERC Gas Tariff (“Tariff”), effective October 1, 2021.

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

In this filing, EGT is proposing to add a new firm parking and loaning service option under its existing Rate Schedule PHS. The filing also includes a Form of Service Agreement for the service option, along with certain conforming Tariff revisions.

EGT proposes the firm parking and loaning service to enhance flexibility for market participants on EGT’s system. In February 2021, Winter Storm Uri caused major disruptions in gas supply for numerous shippers and consumers of natural gas in the southern United States. In response, existing and potential shippers on the EGT system expressed to EGT interest in a firm service that would ensure access to gas supply when flowing gas supplies and/or interruptible service might not be available and would help them address price volatility during periods of supply constraint, such as that experienced during Winter Storm Uri. EGT’s firm parking and loaning proposal is designed to meet these needs by providing shippers an additional tool to manage temporary variances in supply availability or pricing across flow months. The new service will allow shippers to borrow gas from or park gas on EGT’s system on a firm basis, thereby providing an additional firm source of supply and price certainty during periods of supply constraint that will complement EGT’s existing firm and interruptible services. The service will

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<sup>1</sup> 15 U.S.C. § 717c (2018).

<sup>2</sup> 18 C.F.R. Pt. 154 (2020).

give shippers a firm alternative to replace flowing supply when such supply is interrupted due to weather events such as the freeze offs or power outages that occurred during Winter Storm Uri, thus increasing the reliability of their natural gas service and providing an additional tool to assist them in managing price swings that can occur when natural gas supply is constrained. EGT's proposed firm parking and loaning service is consistent with other Commission-approved tariff provisions that offer firm parking and loaning services.<sup>3</sup>

In compliance with Section 154.202 of the Commission's regulations,<sup>4</sup> EGT provides the following information.

### **III. Description of New Service (18 C.F.R. § 154.202(a)(1)(ii)).**

The proposed modifications to Rate Schedule PHS of the Tariff set forth the parameters of EGT's proposed new firm parking and loaning service. As described in Section 2.1 of Rate Schedule PHS, parking and loaning service consists of (1) the receipt of gas by EGT from a shipper, parking of gas, and the return of parked quantities to a shipper (parking), and (2) the advance of gas to a shipper from EGT, and subsequent return of gas to EGT by a shipper (loaning). Section 2 of Rate Schedule PHS states that firm parking and loaning service shall be provided up to the "Maximum Daily Quantity" for receipts or deliveries of gas on a specific day and up to the "Maximum Aggregate Quantity" and any other contract limitations specified in the applicable service agreement. A firm parking and loaning shipper is required to request receipt point(s), which may include pools. The *pro forma* service agreement for this service specifies the periods under which a shipper may deliver or remove its parked quantities or receive or return its loaned quantities.

EGT has also modified Section 2.10 of Rate Schedule PHS to provide that firm parking and loaning service shall be prioritized with other firm services. Lost and unaccounted for gas retention percentages will apply to redeliveries of parked gas and receipts of loaned gas provided under this new service, provided that such retentions shall not apply if a shipper nominates parking or loaning services at a pool. The term of the service will be established by mutual agreement in each service agreement. EGT proposes to offer this new service option beginning on October 1, 2021.

The request and service agreement execution process used for the other Rate Schedule PHS service options (firm and interruptible wheeling and interruptible parking and loaning service) will also apply to the new service option. As with the interruptible parking and loaning service, transportation is not provided as part of the service. If payback of loaned or removal of parked

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<sup>3</sup> See e.g., Midwestern Gas Transmission Company, Tariff at Parts 7.15 and 7.30 (Rate Schedule FPAL-Firm Park and Loan Service and Rate Schedule PAL-Park and Loan Service, respectively); Leaf River Energy Center, LLC, Tariff at Sections 5.3, 5.4, 5.7, and 5.9 (Rate Schedule FP-Firm Park, Rate Schedule FL-Firm Loan, Rate Schedule IP- Interruptible Park, and Rate Schedule IL- Interruptible Loan Services, respectively); Equitrans, L.P., Tariff at Section 5.17 (Rate Schedule FLPS-Firm Lending and Parking Service); Arlington Storage Company, LLC, Tariff Sections at 5.3, 5.4, 5.7 and 5.9 (Rate Schedule FP-Firm Park, Rate Schedule FL- Firm Loan, Rate Schedule IP- Interruptible Park, and Rate Schedule IL- Interruptible Loan Services, respectively).

<sup>4</sup> 18 C.F.R. § 154.202.

quantities occurs at a point other than the transaction origination point, separate transportation under a separate service agreement will be required.

EGT proposes to include a *pro forma* service agreement for the firm parking and loaning option under Rate Schedule PHS. The *pro forma* service agreement is based on the currently effective interruptible parking and loaning *pro forma* service agreement, modified to account for the differences in the service. Further, EGT is submitting conforming changes to its Tariff, including changes to references in Rate Schedule PHS, the Information Required in Request for Transportation, and its General Terms and Conditions to reflect the new service option. In particular, firm parking and loaning customers are eligible to receive reservation charge credits when service is unavailable, and the right of first refusal provisions of Section 21, General Terms and Conditions of EGT's Tariff will be applicable to eligible firm parking and loaning service agreements. EGT has added rates for firm parking and loaning service to its rate statement for Rate Schedule PHS, as discussed below.

As set forth herein, EGT's proposed tariff revisions are just and reasonable, consistent with Commission precedent, and should therefore be approved as proposed. EGT proposes that the filed tariff records become effective on October 1, 2021. EGT respectfully requests any waivers that may be required for the Commission to accept the tariff records filed herein to become effective on October 1, 2021.

#### **IV. Differences from Existing Services (18 C.F.R. § 154.202(a)(1)(iii)).**

The current parking and loaning option offered under Rate Schedule PHS is fully interruptible. The new firm parking and loaning service option provides enhanced reliability and flexibility to allow customers to avoid imbalances and to respond to changing market conditions. Firm parking and loaning customers will have certainty that they can access their parking and/or loaning service each day, consistent with the terms of their service agreements, providing additional certainty for these customers as they make plans to serve their natural gas needs.

#### **V. Impact on Existing Customers (18 C.F.R. § 154.202(a)(1)(iv)).**

The proposed firm parking and loaning option will utilize existing system assets and transmission facilities. The service may be provided only to the extent that EGT is not already obligated to provide the affected capacity to another shipper with an existing firm service agreement. Section 1.1(c) of Rate Schedule PHS provides that the availability of firm service is subject to a determination by EGT that it has sufficient unavailable and uncommitted capacity, or excess capacity.

Firm parking and loaning service under Rate Schedule PHS will have the same priority of service as other firm services under EGT's Tariff. Additionally, the proposed firm parking and loaning service will not replace the existing firm or interruptible services on the EGT system. The proposed service will have no adverse effect on receipt and delivery point flexibility, nominating and scheduling priorities, allocation of capacity or operating conditions. Firm parking and loaning capacity under Rate Schedule PHS will be posted as available capacity consistent with EGT's

posting of other available firm capacity. Rate Schedule PHS will benefit existing shippers by increasing liquidity and service flexibility and by facilitating the movement of natural gas to meet market requirements.

## **VI. Proposed Rates (18 C.F.R. § 154.202(a)(1)(v)).**

EGT proposes a monthly reservation rate for firm parking and loaning service based upon the currently effective daily interruptible loaning and parking charges contained within Rate Schedule PHS.<sup>5</sup> EGT treated the current interruptible rate as a 100% load factor rate and calculated the corresponding firm reservation rate of \$6.6947. The Commission has approved a similar calculation of a firm parking and loaning rate previously.<sup>6</sup> The reservation rate will be assessed on a shipper's Maximum Aggregate Quantity for its firm parking and loaning. Additionally, the Activity Rate, which is proposed to be the same as the currently effective Activity Rate for the interruptible parking and loaning service, will be assessed for each dekatherm of activity under a firm parking and loaning account on a particular day. EGT proposes a minimum rate of \$0.00 per dekatherm, which is consistent with the rates approved by the Commission for similar services.<sup>7</sup> Overrun quantities under a firm parking and loaning service agreement will be charged an overrun rate, which is proposed to be equal to the interruptible parking and loaning rate. Finally, EGT proposes to charge customers taking parking or loaning service, including existing interruptible parking and loaning service, the applicable lost and unaccounted for percentage based upon the point where the park or loan occurs, consistent with Commission precedent.<sup>8</sup> EGT will not charge a lost and unaccounted for percentage if the receipt point for the parking or loaning transaction is a pool. This is consistent with EGT's current treatment of pooling transactions under its Tariff, which are not assessed a LUFG charge, but are instead charged for LUFG on the transportation transaction through which gas is removed from the pool.

## **VII. Compliance with Tariff Filing Requirements.**

Because the firm parking and loaning service option is a new service, and EGT does not know to what extent the service will be utilized, EGT is requesting a waiver of the requirement in Sections 154.202(a)(1)(v-viii) and 154.204(e) of the Commission's regulations that tariff filings for a new service include an estimate of the effect on revenues and costs for the 12 months after the new service begins. EGT's filing does not include such an estimate because EGT has no actual cost or revenue experience with the firm parking and loaning service at this time. The Commission has previously granted waivers of the requirements in Sections 154.202 and 154.204 to pipelines proposing to implement similar services.<sup>9</sup> EGT does not propose to reallocate costs to the new

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<sup>5</sup> The interruptible parking and loaning charges were developed using EGT's currently effective Rate Schedule IT rates. *Reliant Energy Gas Transmission Co.*, 95 FERC ¶ 61,139, p. 61,443 (2001).

<sup>6</sup> *Equitrans, L.P.*, 152 FERC ¶ 61,103 (2015) (accepting firm park and loan rates calculated from interruptible rates).

<sup>7</sup> See, e.g., *Equitrans, L.P.*, 152 FERC ¶ 61,103; *Viking Gas Transmission Co.*, 89 FERC ¶ 61,335, p. 62,014 (1994); *Tennessee Gas Pipeline Co.*, 87 FERC ¶ 61,375, p. 62,399-400 (1999); *Columbia Gas Transmission Corp.*, 85 FERC ¶ 61,212, p. 61,873-75 (1998).

<sup>8</sup> *Midwestern Gas Transmission Co.*, 139 FERC ¶ 61,276 at P 16 (2012) (requiring the pipeline to charge its lost gas percentage to firm park and loan service).

<sup>9</sup> See, e.g., *Equitrans, L.P.*, 152 FERC ¶ 61,103 at Ordering Paragraph (D) (2015) (granting waiver of Sections

service. Further, in compliance with Section 154.202(a)(1)(ix), EGT is not aware of any other pending filings which will significantly affect the proposed new service option.

#### **VIII. 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,<sup>10</sup> 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. 714<sup>11</sup> 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 version 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

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154.202(a)(1)(v-viii) and 154.204(e)); *Tennessee Gas Pipeline Co.*, 87 FERC 61,375 at 62,400 (2009) (granting waiver of cost justification required by Section 154.202(a)(1)(viii): "Where a pipeline has no history of providing this type of service, and no basis to allocate costs, the Commission has found that any attempted allocation at the time of the proposal would be speculative, and that such issue could be examined in the next rate proceeding") (citation omitted); *Columbia Gas Transmission Corp.*, 85 FERC 61,212, at 61,874 (1998); *Colorado Interstate Gas Co.*, 83 FERC 61,273 at 62,136; *ANR Pipeline Co.*, 83 FERC 61,087, at 61,429 (1998); *Guardian Pipeline, L.L.C.*, 101 FERC 61,271, at PP 51-52 (2002) (granting waiver of Section 154.202(a)(1)(viii), because pipeline had no actual cost or revenue experience under proposed PAL or EAW rate schedules and therefore could not predict revenues that may be earned or costs that may be incurred); *Trunkline Gas Co.*, 77 FERC 61,169, at 61,637 (1996) (rejecting protestants' criticism that pipeline had failed to allocate any costs to proposed new Limited Firm Transportation Service, stating "it is too early to allocate any costs since there are no costs, projected or otherwise, to consider"); *Mojave Pipeline Co.*, 73 FERC 61,390, at 61,198 (1995) (granting request for waiver of Section 154.202(a)(1)(viii) by pipeline that had no experience in offering new interruptible hub services).

<sup>10</sup> 18 C.F.R. § 154.7(a)(9).

<sup>11</sup> *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008).

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:

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**XI. Subscription, Posting and Certification of Service.**

In accordance with Sections 385.2005 and 385.2011(c)(5) of the regulations,<sup>12</sup> 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.<sup>13</sup> 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.

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<sup>12</sup> 18 C.F.R. §§ 385.2005, 385.2011(c)(5).

<sup>13</sup> 18 C.F.R. § 154.208.

Ms. Kimberly Bose  
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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

# APPENDIX A

## LIST OF TARIFF RECORDS FILED



Tariff Sheet Number, Tariff Sheet Title, Tariff Sheet Version

Sheet No. 1, TABLE OF CONTENTS, 3.0.0

Sheet No. 36, RATES: PHS, 18.0.0

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Sheet No. 395, RATE SCHEDULE PHS, 2.0.0

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Sheet No. 411, RATE SCHEDULE PHS, 1.0.0

Sheet No. 513, 1. DEFINITIONS AND INTERPRETIVE MATTERS, 2.0.0

Sheet No. 579, 5.2 Receipt Nominations and Allocation Methodology, 2.0.0

Sheet No. 609, 5.5 Delivery Nominations and Scheduling, 3.0.0

Sheet No. 611, 5.5 Delivery Nominations and Scheduling, 1.0.0

Sheet No. 612, 5.5 Delivery Nominations and Scheduling, 3.0.0

Sheet No. 618, 5.6 Allocations, 4.0.0

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Sheet No. 678, 10. ASSIGNMENT AND CURTAILMENT OF CAPACITY, 2.0.0

Sheet No. 679, 10. ASSIGNMENT AND CURTAILMENT OF CAPACITY, 2.0.0

Sheet No. 717, 18. RESERVATION CHARGE CREDITING, 3.0.0

Sheet No. 860, INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION, 3.0.0

Sheet No. 862, INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION, 3.0.0

Sheet No. 864, INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION, 3.0.0

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Sheet No. 1305, PHS TSA, 2.0.0

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# APPENDIX B

## CLEAN TARIFF RECORDS

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STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS  
 EFFECTIVE OCTOBER 1, 2021 (\$/Dth)

RATE SCHEDULE PHS - PERRYVILLE HUB® SERVICE

	MAXIMUM	DELHI FUEL	ALTO FUEL	CORE	LINE CP
<u>WHEELING</u>	<u>RATE</u>	<u>USE %</u>	<u>USE %</u>	<u>WHEELING</u> <u>LUFG %</u>	<u>WHEELING</u> <u>LUFG %</u>
FIRM	\$0.9277*	0.00%	0.14%	0.46%	0.10%
Overrun	0.0305	0.00%	0.14%	0.46%	0.10%
Reservation Charge Adj	0.0305				
INTERRUPTIBLE	\$0.0305	0.00%	0.14%	0.46%	0.10%
Overrun	0.0305		0.14%	0.46%	0.10%

\* Monthly rate; Daily rate is \$0.0305.

FUEL RATES:

For those wheeling transactions with receipts at Perryville Hub Receipt Points located on Line CP or within the Perryville Hub Header, Transporter shall retain Line CP Wheeling LUFG equal to the product of the Line CP Wheeling LUFG percentage multiplied by the quantity received by Transporter at such points.

For those wheeling transactions with receipts at the Perryville Hub Trading Point (Receipt), Transporter will retain no LUFG percentage.

For all other wheeling transactions, Transporter shall retain Core Wheeling LUFG equal to the product of the Core Wheeling LUFG percentage multiplied by the quantity received by Transporter.

For wheeling transactions with receipts at Perryville Hub Receipt Points on Line CP west of Transporter's Alto Compressor Station and physical deliveries at Transporter's other Line CP Perryville Hub Delivery Points or the Perryville Hub Header, Transporter shall retain Alto Fuel Use equal to the product of the Alto Fuel Use percentage multiplied by the quantity received by Transporter.

For wheeling transactions with receipts at Perryville Hub Receipt Points west of Transporter's Delhi Compressor Station or at the PTP (Receipt) and physical deliveries at Transporter's CGT PV (Core), SESH FM-65 (Core), TENN 800 (Core) or the Perryville Hub Header Delivery Points, Transporter shall retain Delhi Fuel Use equal to the product of the Delhi Fuel Use percentage multiplied by the quantity received by Transporter.

The Delhi Fuel Use and Core Wheeling LUFG rates stated above are pursuant to Section 27 of the General Terms and Conditions.

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS  
EFFECTIVE OCTOBER 1, 2021 (\$/Dth)

<u>PARK and LOAN</u>	<u>MAXIMUM RATE</u>
FIRM	
Reservation Rate	\$6.6947
Activity Rate	\$0.2201
Overrun	\$0.2201
Reservation Charge Adj	\$0.2201
Core LUFG %	0.46%
Line CP LUFG %	0.10%
INTERRUPTIBLE	
Activity Rate	\$0.2201
Inventory Rate	\$0.2201
Core LUFG %	0.46%
Line CP LUFG %	0.10%

MINIMUM RATES:

The minimum applicable rates for the above services shall be \$0.0000.

LUFG:

For all parking and loaning transactions, Transporter shall retain LUFG on removal of parked Gas and all receipts of loaned Gas, other than transactions at a Pool, equal to the product of the applicable LUFG percentage as determined pursuant to Rate Schedule PHS and Section 27 of the General Terms and Conditions multiplied by the quantity parked or loaned on any Day.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE

1. AVAILABILITY:

- 1.1 This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests wheeling service on a firm or interruptible, self-implementing basis from Transporter and/or parking and/or loaning service on a firm or interruptible, self-implementing basis from Transporter when:
- (a) Transporter determines that transportation service under this Rate Schedule may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
  - (b) Transporter has received a complete request for transportation service under this Rate Schedule containing the items required by this Tariff. Complete requests received in writing or via electronic means using the Internet shall be sufficient;
  - (c) Transporter has reviewed the request and determined that sufficient available and uncommitted capacity, or excess capacity, as applicable, exists to perform the service requested; and
  - (d) Shipper and Transporter have executed a Service Agreement for transportation service under this Rate Schedule (for firm wheeling, in the form provided in this Tariff; for interruptible wheeling, in the form provided in this Tariff; for firm parking and loaning, in the form provided in this Tariff; and for interruptible parking and loaning service, in the form provided in this Tariff), which may be via electronic means using the Internet.
- 1.2 From time to time, Transporter may determine, and post on Transporter's Internet Web Site, that firm wheeling capacity is available at Transporter's Perryville Hub Receipt and Delivery Points, and/or that firm parking and/or loaning capacity is available at various locations on Transporter's system.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to the wheeling of Gas between pipeline interconnections in the Perryville Hub, which are referred to as the Perryville Hub Points of Receipt and Delivery. Wheeling shall also be allowed from, or to, the Perryville Hub Trading Point to Perryville Hub Points of Delivery, or from Perryville Hub Points of Receipt, as applicable, in accordance with the provisions of this Rate Schedule. Firm wheeling service shall be provided up to the Contract Demand, MDO(s) and MRO(s) specified in the applicable Service Agreement. Interruptible wheeling service shall be provided up to the quantities authorized by Transporter from time to time. This Rate Schedule shall also apply to the parking and loaning and subsequent removal and return, respectively, of Gas for Shipper's account under a Service Agreement for parking and/or loaning, as applicable. Firm parking and/or loaning service shall be provided up to the Maximum Daily Quantity and up to the Maximum Aggregate Quantity of Gas parked and/or loaned and any other contract quantities specified in the applicable Service Agreement. Transporter also may enter into Service Agreements for firm parking and/or loaning service with differing levels of Maximum Daily Quantity, Maximum Aggregate Quantity, and other contract quantities in the manner described in Section 2.11 of this Rate Schedule PHS. Interruptible parking and/or loaning service shall be provided up to the quantities authorized by Transporter from time to time. All service provided under this Rate Schedule shall be subject to the provisions of the applicable Service Agreement(s) and the General Terms and Conditions of this Tariff.



RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- B. the subsequent delivery or return of such quantity of Gas to Transporter by Shipper at the agreed upon time and at the same point(s) or other mutually agreed point(s) on Transporter's system.

All services described in this Section 2.1 shall be in accordance with a Service Agreement.

- 2.2 (a) With the exception of the firm wheeling and firm parking and loaning options under this Rate Schedule, all services under this Rate Schedule shall be subject to interruption (decrease, suspension or discontinuation), in whole or in part, at any time. For such interruptible services, Transporter shall have no obligation to provide services hereunder for or during any given period if it determines that to do so may interfere with its ability to provide services with a higher priority or to meet its other obligations or that to do so may have an adverse effect on Transporter's operations.
- (b) Service under the firm wheeling and firm parking and loaning options under this Rate Schedule shall be firm except as otherwise provided in this Tariff.
- (c) Any particular transaction provided under this Rate Schedule shall be for a term mutually agreed upon by Shipper and Transporter.
- (d) Except as expressly provided for in this Rate Schedule, Shipper must nominate any services requested hereunder (including the removal of parked Gas and the return of loaned Gas) and service shall not be available or authorized until scheduled by Transporter. All activity will be subject to scheduling on a basis at least as frequently as daily. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, consider and accept nominations for service under this Rate Schedule submitted at times other than generally provided for in Section 5 of the General Terms and Conditions.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- 2.3 (a) A firm wheeling Shipper must request Primary Point(s) of Receipt at Perryville Hub Receipt Points and/or the PTP (Receipt) with associated MRO(s), and Primary Point(s) of Delivery at Perryville Hub Points of Delivery and/or the PTP (Delivery) with associated MDO(s), which, if approved, will be specified in its Rate Schedule PHS Service Agreement. Receipt Entitlement(s) need not be requested or designated. A firm wheeling Shipper's total MRO(s) shall not exceed Contract Demand, nor shall the total of its MDO(s). Pools are not eligible Receipt Points for wheeling service. Firm wheeling service must be nominated by Shipper, confirmed by upstream and downstream parties, and scheduled by Transporter.
- (b) A firm parking and loaning Shipper must request Receipt Point(s), which, if approved, will be specified in its Rate Schedule PHS Service Agreement. Pools may be used as Receipt Points. Firm parking and loaning service must be nominated by Shipper and scheduled by Transporter. Any transportation service necessary to deliver Gas to the relevant point for firm parking and loaning service must also be nominated by Shipper under a separate service agreement, confirmed by upstream and downstream parties, and scheduled by Transporter.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

Imbalances under a Rate Schedule PHS (Wheeling) Service Agreement shall be subject to the provisions of Section 5.7, GT&C, of this Tariff and, with respect to deliveries scheduled to the PTP (Delivery), any Imbalances(s) associated therewith shall be deemed to be held in the South Pooling Area.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- 2.5 A Pool Manager may nominate receipts from Perryville Hub Receipt Points for receipt and aggregation into any of its out-of-area Pools under its Rate Schedule PS (Pooling) Service Agreement provided that the quantities so nominated are scheduled to flow physically into the Perryville Hub.
- 2.6 Any parking or loaning transaction under this Rate Schedule shall occur at a physical Receipt Point, the PTP (Receipt) or Pool, unless Transporter agrees otherwise. Shipper must make any necessary arrangements with Transporter and/or third parties to deliver Gas to the designated parking point(s) or return point(s) for loaned Gas and/or to receive and transport loaned Gas or parked Gas upon removal from the point(s) at which the Gas is loaned or received for parking. Transportation service is not provided under the parking and loaning options of this Rate Schedule. If Transporter loans Gas to a Shipper, or Shipper removes parked Gas, which is nominated and scheduled to make up an Imbalance consisting of Undersupplies under a Service Agreement, then Transporter shall have the right to charge (or if for a prior Month, send an adjusted invoice) and Shipper shall pay, for deliveries under the Service Agreement attributable to such supplies the transportation rate(s) applicable to service from the points at which such Gas was loaned and/or parked under this Rate Schedule.
- 2.7 (a) With respect to the parking option under this Rate Schedule, Shipper shall be obligated to remove its parked quantities in accordance with the agreement between Transporter and Shipper. Additionally, under any interruptible parking and loaning service, Transporter may require Shipper to remove all or any portion of its parked gas quantities upon forty-eight (48) hours (or such longer period as may be specified) notice to Shipper. If Shipper fails to remove such quantities in accordance with Transporter's notice, Transporter shall take title to the gas quantities Shipper was instructed to remove, free and clear of any adverse claims; provided, however, that Transporter shall not take title to such quantities if, and for so long as, Shipper nominated to remove such quantities in accordance with its agreement with Transporter or Transporter's notice, and Transporter was unable to schedule and deliver such quantities in accordance with such nomination.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- (b) When Shipper schedules removal of its parked quantities, all such quantities shall be deemed received at the point at which such quantities were originally received into Transporter's system, unless Transporter agrees otherwise. If such removal occurs at a point other than such agreed to point, Shipper may be required to nominate under separate Service Agreements with Transporter and pay rate(s) applicable to such service to effectuate removal of such Gas from the other points.
  - (c) For firm parking and loaning service, Transporter and Shipper may agree to limit the periods under which Shipper may deliver and/or remove its parked quantities, and any such limitations shall be set forth in the Rate Schedule PHS Service Agreement.
- 2.8
  - (a) Shippers utilizing the loan option under this Rate Schedule shall be obligated to return the quantity of gas advanced by Transporter in accordance with the agreement between Transporter and Shipper. Additionally, Shipper must return all or any portion of the loaned quantity under any interruptible parking and loaning service if required by Transporter upon forty-eight (48) hours (or such longer period as may be specified) notice. Failure to do so will result in the assessment of the charges described in Section 5.2(b) of this Rate Schedule; provided, however, that Transporter shall not assess such charges if, and for so long as, Shipper nominated to return such quantities in accordance with its agreement with Transporter or Transporter's notice, and Transporter was unable to schedule and receive such quantities in accordance with such nomination.
  - (b) When Shipper returns loaned quantities to Transporter, such return shall occur at the points agreed to by Transporter, and Transporter shall have the right to adjust subsequent transportation invoices (under other Rate Schedules) of Shipper's to reflect any additional amounts owed by Transporter if such return occurs at a point different than the point agreed to.
  - (c) For firm parking and loaning service, Transporter and Shipper may agree to limit the periods under which Shipper may receive and/or return its loaned quantities, and any such limitations shall be set forth in the Rate Schedule PHS Service Agreement.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- 2.9 For purposes of Section 14.5 of the General Terms and Conditions of this Tariff, a Shipper may receive services under this Rate Schedule by providing security in an amount sufficient to cover up to the maximum amount of charges which could be incurred hereunder. If there is an increase in gas prices over the term of a particular transaction such that Transporter deems initial security amounts insufficient, Transporter shall have the right to require an increased security amount.
- 2.10 With respect to scheduling, allocations and curtailments of service under this Rate Schedule:
- (a) firm wheeling service shall be prioritized with, and, except as otherwise provided, subject to the terms and conditions applicable to, service under Rate Schedule FT; provided, however, firm wheeling service from or to a Primary Point shall have a lower priority than service under Rate Schedule FT and/or other services of equivalent or higher priority to or from a Primary Point and firm wheeling service from or to a Secondary Point shall have a lower priority than service from or to a Secondary Point under Rate Schedule FT and/or other services of equivalent or higher priority.
  - (b) interruptible wheeling service (including overrun volumes delivered under the firm wheeling service) shall be subject to the terms and conditions applicable to, and prioritized and scheduled in accordance with Section 5.5(f)(ii), GT&C, with, service under Rate Schedule IT;
  - (c) firm parking and loaning service shall be prioritized with and subject to the terms and conditions applicable to, service at Primary Points under Rate Schedule FT; and

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- (d) interruptible park and loan service shall have a lower priority than all services, including those under Rate Schedule IT, except that the priority for the return of loaned Gas when required by Transporter shall be subordinate only to service under Rate Schedules NNTS, FT, FT-2, PHS (firm parking and loaning) and EFT at primary points.

If Transporter cannot satisfy all requests for park and loan services, or continue such services already scheduled, under this Rate Schedule, Transporter shall assign capacity, schedule and/or curtail services hereunder using the same priorities and methods as are provided for other interruptible service in Sections 5 and 10 of the General Terms and Conditions.

- 2.11 Except as described in Section 2.15 below, Shipper's Service Agreement under this Rate Schedule PHS shall designate the Maximum Aggregate Quantity ("MAQ") to be parked and/or loaned at any one time under the transaction and for firm parking and loaning service, the Maximum Daily Quantity ("MDQ") of activity on any Day under the transaction. For firm parking and loaning service, Transporter may, on a not unduly discriminatory basis, agree to differing levels in Shipper's Maximum Daily Quantity, Maximum Aggregate Quantity and other contract quantities for specified periods throughout the term of the Service Agreement. The differing levels and periods of Maximum Daily Quantity, Maximum Aggregate Quantity and other contract quantities shall be specified in Shipper's Service Agreement which will not be considered one for Pre-arranged Service under Section 10.4 of the General Terms and Conditions. Additionally, Shipper's parking and loaning Service Agreement may contain any other information or limitations applicable to the transaction, e.g., periods of receipts and/or deliveries, term of transaction (including schedules for contemplated activity), point(s) and rate(s) applicable, information applicable to automatic service option, etc. Each borrowing and parking transaction shall be accounted for and tracked separately, even if occurring contemporaneously unless otherwise agreed in the Service Agreement. Shipper's nomination for parking and loaning activities must designate the applicable point(s), quantities applicable thereto, and Service Agreements, if applicable. When Shipper schedules removal of Gas in its parked account, if nominated to be transported or received into Pools on Transporter's system, Transporter may deem all such quantities as having been received at the point(s) at which the parked Gas entered Transporter's system and Shipper shall also specify the applicable points(s) at which the prior parking occurred. When Shipper desires to eliminate an Imbalance consisting of Oversupplies under a Service Agreement, if Transporter accepts and schedules any such nomination under this Rate Schedule, then such Gas may be deemed parked at the point(s) at which it initially entered Transporter's system.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.12 If the receipt, return or removal of Gas in Shipper's parked or borrowed account, as applicable, is scheduled and adequate quantities are not tendered or taken at the applicable point(s), Transporter will not debit or credit such deficient quantities to the account(s).
- 2.13 For purposes of Section 5.7(c) (ii) (2)B. of the General Terms and Conditions, interruptible quantities transported under this Rate Schedule will be considered quantities transported under Rate Schedule IT.
- 2.14 A Shipper taking interruptible parking or loaning service may request the AutoPAL service option under which activity, including Imbalances, occurring at any time, or from time to time, under one or more of its other Service Agreements under other Rate Schedules will be deemed to be activity into its interruptible park account, or out of its interruptible loan account, under its Rate Schedule PHS Service Agreement without the need for a separate nomination. Election of this automatic option shall be designated on the Rate Schedule PHS Service Agreement together with applicable quantities, points, time periods and/or other operational parameters related to such automatic activity. The provision of this service option shall be subject to the priority described in Section 2.10(d) above and subject to suspension or other limitations as required during actions taken pursuant to Section 20 of the General Terms and Conditions.
- 2.15 A Shipper taking interruptible parking or loaning service may request the Nomination Balancing Service (NBS) option under which that Shipper will nominate interruptible parking and/or loaning transactions for purposes of eliminating discrepancies between its receipt and delivery nominations under its Service Agreement(s). Election of this option shall require a separate Rate Schedule PHS Service Agreement for each Shipper. No MAQ, maximum or minimum daily quantities will be specified in the Service Agreement, and daily park and loan quantities and points will be determined in the nomination, confirmation and scheduling process. The provision of service under the NBS option shall be subject to the priority described in Section 2.10(d) above and subject to suspension or other limitations as required during actions taken pursuant to Section 20 of the General Terms and Conditions.



RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

3. RATES:

3.1 The rate charged for service hereunder shall consist of:

- (a) Wheeling Rate: The currently effective applicable Wheeling Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (b) Park and Loan Rates: The currently effective applicable Park and Loan Rates shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (c) Excess Contract Quantities Rate: The currently effective Excess Contract Quantities Rate, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (d) Reservation Charge Adjustment Rate: The currently effective Reservation Charge Adjustment Rate, if applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

- 3.2 (a) Fuel Use: Neither Fuel Use (including Line CP Fuel Use) nor Electric Power Costs retentions and charges shall apply to transactions under this Rate Schedule; provided, however, that (i) wheeling transactions with Perryville Hub Receipt Points west of Transporter's Delhi Compressor or with the PTP (Receipt) and physical deliveries to Transporter's CGT PV (Core), SESH-FM-65 (Core), TENN 800 (Core) or Perryville Hub Header Delivery Points shall be subject to the Delhi Fuel Use retentions; and (ii) wheeling transactions with Perryville Hub Receipt Points on Line CP west of Transporter's Alto Compressor and physical deliveries to Transporter's other Line CP Perryville Hub Delivery Points or the Perryville Hub Header shall be subject to the Alto Fuel Use retentions. In such cases, Shipper shall provide and Transporter shall retain Delhi Fuel Use or Alto Fuel Use, as applicable, in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

- (b) LUFG: Core Wheeling LUFG and/or Line CP Wheeling LUFG, as applicable, retentions and charges shall apply to all wheeling transactions under this Rate Schedule except for wheeling from the PTP (Receipt) to physical Perryville Hub Delivery Points. In such cases, Shipper shall provide and Transporter shall retain Core Wheeling LUFG and/or Line CP Wheeling LUFG, as applicable, in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Core LUFG and/or Line CP LUFG, as applicable, retentions and charges shall apply to redeliveries of parked Gas and all receipts of loaned Gas under this Rate Schedule, provided that no LUFG shall apply to parking and loaning services under this Rate Schedule PHS for transactions at a Pool. If applicable, Shipper shall provide and Transporter shall retain LUFG in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by Transporter. Said rates are subject to adjustment as provided in the General Terms and Conditions. From time to time, Transporter may post on its Internet Web Site generally applicable discounts for service under this Rate Schedule. In such case, Shipper will pay the rate posted at the time its nomination is received and its Service Agreement shall be deemed to be so amended. Additionally, as part of the discount arrangement for a parking or loaning transaction, the parties may agree to pay an advance fee to lock-in a discounted rate which would be applicable to a particular transaction and/or for a specified period or quantity.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

5. MONTHLY BILL:

5.1 Calculation: The bill for a Service Month shall be the sum of:

(a) For Wheeling service:

- (i) Firm Wheeling: The product of the Firm Wheeling Rate and each Dth of Contract Demand.
- (ii) Overrun Rate: The product of the Overrun Rate and the total Dth of Gas delivered in excess of MDO under firm wheeling transactions, whether authorized or unauthorized; and
- (iii) Interruptible Wheeling: The product of the Interruptible Wheeling Rate and the total Dth of Gas delivered under interruptible wheeling transactions during the Service Month, whether authorized or unauthorized; and

(b) For firm park and loan service:

- (i) for each Service Agreement, the product of the Reservation Rate and each Dth of Maximum Aggregate Quantity, plus
- (ii) for each account, the product of the Activity Rate and the total Dth of Gas initially loaned or parked, and/or returned or taken delivery of, on each Day during the Service Month up to applicable Contract Limitations, plus,
- (iii) The product of the Overrun rate and the total Dth of Overrun Gas, whether authorized or unauthorized, initially loaned or parked, and/or returned or taken delivery of, on each Day during the Service Month.

(c) For interruptible park and loan service:

- (i) for each account, the product of the Activity Rate and the total Dth of Gas initially loaned or parked, and/or returned or taken delivery of, on each Day, plus
- (ii) the product of the Inventory Rate and the total Dth of parked or loaned Gas in each account at the end of each Day excluding the quantities subject to the Activity Rate on such Day, on a first-in, first-out basis (for parking) and a first-out, first-in basis (for loaning).

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

5. MONTHLY BILL: (Continued)

5.2 Adjustments.

- (a) Excess Contract Quantities: Excess Contract Quantities under Rate Schedule PHS are those quantities that (i) exceed, during any given period, one hundred two percent (102%) of Contract Limitations or, for interruptible service, the quantity authorized by Transporter for such period (including, in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, quantities that exceed one hundred two percent (102%) of the total quantity which Shipper is authorized to transport under such conditions); and (ii) are unauthorized. Excess Contract Quantities under Rate Schedule PHS are categorized by percentage of Shipper's Contract Limitations; or, for interruptible service, scheduled quantities; or other authorized amount, as follows:

greater than 102% but less than or equal to 105%;  
greater than 105% but less than or equal to 110%; and greater than 110%.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

5. MONTHLY BILL (continued)

If a Shipper's total Excess Contract Quantities under Rate Schedule PHS are less than both 50 Dth and ten percent (10%) of its Contract Limitations or authorized quantity for the applicable period, Shipper shall not be assessed an Excess Contract Quantities charge; provided, however, that such exemption shall not be applicable in the event of curtailment or if Transporter has invoked the provisions of Section 20 of the General Terms and Conditions. For a Service Month in which Excess Contract Quantities are transported, Shipper shall be billed the sum of the products of (x) the Excess Contract Quantities within each of the above specified percentage ranges, multiplied by (y) the applicable Excess Contract Quantities Rate, as specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. In the event that Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, the higher charges shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas for the Excess Contract Quantities will be assessed. If Transporter has not invoked the provisions of Section 20 of the General Terms and Conditions, it will not assess Excess Contract Quantities penalties until it has first given the affected Shipper(s) twenty-four (24) hours' notice, which notice shall be, in Transporter's sole discretion notwithstanding any other provisions contained in this Tariff, via facsimile, telephone (including a message via voice mail or other messaging) or e-mail, or otherwise during the scheduling process via the Internet. Transporter may waive all or part of any such charges.

- (b) Failure to Return Loaned Quantities: In accordance with the provisions of Section 2.8(a) above, if Shipper fails to return loaned quantities when required to do so under this Rate Schedule, Shipper shall be billed an amount determined by multiplying the quantities which Shipper failed to return by the higher of the Return Deficiency Charge for the Month of the loan, or the Month in which return was required.
- (c) Monthly Imbalances: In the event that Shipper has Monthly Imbalances, Shipper shall be billed as described in Section 5.7 of the General Terms and Conditions.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(Continued)

5. MONTHLY BILL (continued)

5.3 Overrun Gas

- (a) Authorized Overrun: Shipper may nominate, in accordance with Section 5 of the General Terms and Conditions, quantities of Gas for any given time period during the Service Month in excess of Contract Limitations. Notification that Overrun Gas quantities will not be scheduled or will be reduced may be communicated via Transporter's Internet Web Site or otherwise during the scheduling process. Transporter may render the requested service on an interruptible basis, subject to the terms of Rate Schedule PHS for interruptible parking and loaning, if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations, and such quantities shall be considered authorized Overrun Gas under this Rate Schedule.
- (b) Unauthorized Activities: All quantities transported for Shipper's account which exceed the amount Shipper is authorized to transport at any given time, other than Overrun Gas authorized as described in Section 5.3(a) above, shall be considered unauthorized.

5.4 Other Charges.

A bill for a Service Month may also include amounts attributable to filing and other fees, penalties and charges provided by this Tariff.

6. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except to the extent otherwise specified, including from and after the effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Contract Limitations shall mean, individually or collectively, as applicable, Maximum Receipt Obligation, Secondary Maximum Receipt Quantity, Maximum Hourly Delivery Obligation, Maximum Delivery Obligation, Secondary Maximum Delivery Quantity, Receipt Entitlement, Maximum Storage Quantity, Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, Maximum Seasonal Withdrawal Quantity, Maximum Aggregate Quantity, Maximum Daily Quantity and Contract Demand.

Contract Pressure Base means Gas at 14.73 psia.

Core System shall mean all transmission and storage facilities, except Line CP, any lines directly connected to Line CP, and the Perryville Hub Header facilities.

Core Wheeling LUFG. See Section 27.2.

Cubic Foot shall mean the volume of Gas that occupies one cubic foot when said Gas is at a temperature of sixty degrees (60<sup>0</sup>) Fahrenheit and at a pressure of 14.73 psia.

Daily Imbalance shall mean the Imbalance existing at the conclusion of any Day under a Service Agreement.

Daily Index Price shall mean the applicable midpoint price quoted for deliveries to Transporter in the Daily Price Surveys published by Gas Daily for the applicable Day of Gas flow and for the Pooling Area or geographic area which most closely approximates the applicable Pooling Area (if spot prices are quoted for Transporter's Pooling Areas or other geographic designations) in which a particular Imbalance is incurred. If such surveys are no longer published, Transporter will determine an acceptable substitute source for the Daily Index Price, which it will post on its Internet Web Site. Transporter will post on its Internet Web Site, and update from time to time, for each Pooling Area, the Gas Daily geographic designation which will be used for such Pooling Area.

Daily Linked Firm Service Penalty Revenues. See Section 31.2.

Daily Linked Firm Service Penalty Revenue Credit. See Section 31.2.

Day shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Clock Time, or such other time mutually acceptable to Transporter and Shipper.

GENERAL TERMS AND CONDITIONS  
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

and/or Pool Manager. At the end of each Day of gas flow, Transporter shall make available electronically to Shippers information containing each Shipper's scheduled quantities, including scheduled Intraday Nominations and any other scheduling changes. When a previously confirmed and scheduled quantity is altered, notification of such alteration shall be provided in accordance with NAESB Standard 1.3.44.

- (i) Transporter will afford priority to receipt nominations with corresponding delivery nominations (except for Rate Schedule NNTS) for Service Agreements under Rate Schedules NNTS, FT, FT-2, and EFT, consistent with applicable Contract Limitations, firm Pool Transfers under Rate Schedule PS, firm wheeling under Rate Schedule PHS (except as provided in Section 2.10 of that Rate Schedule), and firm parking and loaning service under Rate Schedule PHS in the following order:

- (1) Primary Receipt Points;



GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

To the extent a delivery nomination is not fully confirmed or scheduled, it will be treated as resubmitted for the next cycle unless the Shipper submits a nomination to replace it before the nomination deadline for the next cycle. Transporter will make scheduled quantities available electronically to Shipper and the entity which controls the facilities immediately downstream of the Delivery Point. Additionally, at the end of each Day, Transporter should provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the EDI/EDM, the Transporter should send an end of Gas Day Scheduled Quantity (NAESB WGQ Standard 1.4.5) and Scheduled Quantity for Operator (NAESB WGQ Standard 1.4.6). A receiver of either of the documents can waive Transporter's requirement to send such documents.

- (e) Billing: If the quantities nominated and scheduled at Receipt Point(s) for receipt and transportation to a Delivery Point exceed the quantities actually taken by Shipper at such Delivery Point, Transporter, for billing purposes, shall deem the quantities delivered as having been transported from the Receipt Point(s) which result in the highest rate(s).
- (f) Priorities: It is recognized that Transporter may not have sufficient capacity either systemwide or on a particular segment of its system to provide all service for which nominations have been received under this Section 5.5.
  - (i) Except as otherwise specifically provided for in the Tariff, service under a firm Service Agreement (including firm wheeling, firm parking and loaning, and firm Pool Transfer transactions) for any applicable time period shall be scheduled, consistent with applicable Contract Limitations, or Capacity Reserved, as follows:
    - (1) for firm transportation requested at a given Point of Delivery, the highest priority will be afforded Shippers under Rate Schedule NNTS which have designated such point in their Service Agreement and Shippers under Rate Schedules FT, FT-2, and EFT which have designated in their Service Agreement such point as a Primary Point of Delivery; and

GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

- (ii) If, following the scheduling of all firm service in accordance with Section 5.5(f)(i) above, sufficient capacity remains to provide interruptible service nominated under this Section 5.5, including Overrun Gas under firm rate schedules or Rate Schedule PHS (firm wheeling and firm parking and loaning), such service shall be scheduled and prioritized and based on Transporter's determination of the economic value of the requested services, taking into account the highest product of rate and quantity, the operational impact and maximization of system utilization. In the event more than one Shipper requests services determined to be of equivalent economic value, capacity will be allocated pro rata based on each Shipper's nomination.
- (iii) If, for any applicable time period during a Service Month, following the scheduling of all firm and interruptible service in accordance with Sections 5.5(f)(i) and (ii) above, sufficient capacity remains to allow properly nominated elimination of Imbalances which were incurred within such Service Month under a Service Agreement, such correction shall be scheduled by Transporter as follows:
  - (1) highest priority shall be given to such elimination of Imbalances incurred during such Service Month as a result of compliance with Section 20; and
  - (2) priority shall next be given to any other such elimination of Imbalances incurred during such Service Month.
- (iv) (1) Shippers under the scheduling priority described in Section 5.5(f)(i)(2) which are utilizing a Delivery Point as a Secondary Delivery Point are

GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

subject to interruption at such Delivery Point at the beginning of any Day by any Shipper under a Service Agreement pursuant to Rate Schedule FT which designates or has designated such point a Primary Delivery Point under its Service Agreement, up to such Shipper's effective MDO.

- (2) Shippers under the scheduling priority category described in Section 5.5(f)(ii) and (iii) are subject to interruption at any time by a Shipper under Rate Schedule NNTS and as specifically provided for in Sections 5.2(a)(i) and 5.5(a)(i) above, or otherwise in the Tariff, by any Shipper under a Service Agreement pursuant to Rate Schedules FT, FT-2, EFT, FSS or PHS (firm wheeling or firm parking and loaning), as applicable, or as otherwise specifically provided for in the Tariff.

GENERAL TERMS AND CONDITIONS  
(continued)

5.6 Allocations:

- (a) For a Shipper receiving service pursuant to multiple Rate Schedules and Service Agreements at a Delivery Point, each daily or monthly delivery of Gas shall be allocated by Transporter in accordance with the provisions of Section 5.5 and using the following order unless otherwise specifically provided for in the Tariff:
  - (i) Deliveries under Service Agreements pursuant to Rate Schedule EFT up to the amount scheduled and received within applicable MHDO and other applicable Contract Limitations;
  - (ii) Deliveries under Service Agreements pursuant to Rate Schedules FT and/or FT-2, up to the amount scheduled and received by Transporter within MDO;
  - (iii) Deliveries under Service Agreements pursuant to the firm wheeling option under Rate Schedule PHS up to the amount scheduled and received by Transporter within MDO;
  - (iv) Deliveries under Service Agreements pursuant to the firm parking and loaning option under Rate Schedule PHS up to the amount scheduled and received by Transporter within Maximum Aggregate Quantity and Maximum Daily Quantity;
  - (v) Deliveries under Service Agreements pursuant to Rate Schedule NNTS up to the MDO;
  - (vi) Deliveries under Service Agreements pursuant to Rate Schedule IT up to the amount scheduled and received by Transporter within MCQ;
  - (vii) Deliveries of Authorized Overrun Gas under Service Agreements pursuant to Rate Schedules FT, FT-2, EFT, NNTS, and PHS (firm wheeling and firm parking and loaning) up to the amount scheduled and received by Transporter;

GENERAL TERMS AND CONDITIONS  
(continued)

5.6 Allocations (continued)

- (viii) Deliveries of Authorized Overrun Gas under Service Agreements pursuant to Rate Schedule IT up to the amount scheduled and received by Transporter;
- (ix) Deliveries under Service Agreements pursuant to the interruptible wheeling option under Rate Schedule PHS up to the amount scheduled and received by Transporter;
- (x) Deliveries during the Service Month under Service Agreements to eliminate Imbalances resulting from compliance with Section 20 incurred within such Service Month;
- (xi) Deliveries during the Service Month under Service Agreements to eliminate any other Imbalances incurred within such Service Month; and
- (xii) Deliveries of Unauthorized Overrun Gas (pro rata based on scheduled quantities).

If Transporter makes prior period adjustments or reallocations of quantities previously allocated, Transporter shall not assess penalties on Shipper as a result thereof, provided such adjustments were not the result of actions of such Shipper or its designee.

- (b) If more than one Shipper designates and nominates Gas at one Delivery Point, Transporter shall allocate quantities delivered at such point in accordance with the scheduled delivery nominations. Unless Transporter otherwise agrees, any quantities taken at the Delivery Point in excess of those scheduled for delivery, shall be allocated (i) pro rata among the Shippers based on scheduled quantities, (ii) if no quantities were scheduled, to the Service Agreement(s) designated by the entity which controls the facilities immediately downstream of the Delivery Point, or (iii) if no Service Agreement(s) exist, to such controlling entity which shall be charged, and pay to Transporter, the value of such excess quantities based on one hundred fifty percent (150%) of the applicable Daily Index Price(s) for the Service Month in which the deliveries occurred.
- (c) Allocations for a Day shall be available electronically within one (1) Business Day after the end of such Day. Transporter shall use the best available data for such allocations, which may include scheduled quantities. Allocations shall be at a Receipt Point or Delivery Point, as applicable, level, as well as by Service Agreement.

GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

capacity or deliverability to meet system operating requirements or other higher priority service obligations as specified in the Tariff, upon such notice as is reasonable under the circumstances. If the conditions or events which caused the interruption or curtailment are anticipated to continue, scheduling of services pursuant to Section 5 shall be implemented to the extent required in conformity with the provisions of this section. Subject to Transporter's evaluation of the operational conditions and circumstances that exist on Transporter's pipeline at the time, in such event firm transportation and storage services, to the extent timely nominated and scheduled, shall have a priority over interruptible services. In the event such curtailment is required, whether systemwide, within a Pooling Area or with regard to a particular pipeline or storage segment, as determined by Transporter, Transporter shall reduce scheduled services in the affected segment(s), to zero if necessary, in accordance with the following:

Category One: Except as otherwise specified in the applicable Rate Schedule or specifically provided for in the Tariff, all Gas scheduled under Rate Schedules IT, PHS (interruptible and overrun wheeling or parking and loaning), FT/FT-2/EFT (overrun), FSS (overrun), ISS or PS (interruptible Pool Transfers only), as applicable, shall be curtailed first, provided that Transporter may curtail or discontinue services for Gas scheduled for delivery or being delivered at lower rates prior to the curtailment of services scheduled at higher rates. Otherwise, Transporter shall curtail such services on a pro rata basis based upon each Shipper's scheduled quantities.

GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

Category Two: Except as otherwise specified in the applicable Rate Schedule or specifically provided for in the Tariff, all Gas deliverable under Rate Schedule NNTS or all gas scheduled under Rate Schedules FT, FT-2, EFT, FSS, PS (firm Pool Transfers only) or PHS (firm wheeling and firm parking and loaning), as applicable, shall be curtailed last, on a pro rata basis based upon each Shipper's Contract Delivery Demand, Contract Demand, Receipt Entitlement, Maximum Receipt Obligation, Maximum Delivery Obligation, Maximum Storage Quantity, Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, Capacity Reserved, Maximum Aggregate Capacity, or Maximum Daily Quantity, as applicable.

So far as operating conditions will permit, available Gas shall be dispatched, in accordance with the aforementioned priority and operating guidelines, in as equitable a manner as possible. Transporter shall not be liable in damages or otherwise for granting exemptions to the curtailment priorities or for interrupting services in accordance with the procedures described in this Section 10.10. Shippers shall be entitled to eliminate Monthly Imbalances directly resulting from, or attributable to, compliance in the event of a curtailment under this subsection (a) utilizing the factor of 1.00.

- (b) Receipt Supply Shortfall: Notwithstanding any provision in this Tariff, Transporter shall have the right, upon such notice as is reasonable under the circumstances, to interrupt deliveries in affected areas of its system if Transporter is unable to meet its total delivery obligations or if the operating integrity of its system, or parts thereof, is affected detrimentally because of underdeliveries of quantities nominated and scheduled for receipt until Transporter is able to identify the parties which failed to tender quantities equal to those

GENERAL TERMS AND CONDITIONS  
(continued)

18. RESERVATION CHARGE CREDITING

18.1 Definitions.

The definitions of terms applicable to this section are as follows:

- (a) Primary Firm Service shall mean (i) for service under Rate Schedules FT, FT-2, EFT, NNTS, and firm wheeling under Rate Schedule PHS, delivery on a firm basis from Primary Point(s) of Receipt to Primary Point(s) of Delivery up to the applicable MDO; (ii) for service under Rate Schedule FSS, withdrawal and delivery on a firm basis up to the applicable MDWQ; (iii) firm Pool Transfer service for Pool Managers under Rate Schedule PS up to the applicable Capacity Reserved; and (iv) for firm parking and loaning service under Rate Schedule PHS, service up to the applicable Maximum Daily Quantity and Maximum Aggregate Quantity.
- (b) Reduction Event shall mean a reduction in Primary Firm Service due to one or more of the following: a Force Majeure Event, a Qualifying PHMSA Outage, or a Non-Force Majeure Event.
- (c) Force Majeure Event shall mean an event of "force majeure" as defined in Section 8.1 of these General Terms and Conditions.
- (d) Qualifying PHMSA Outage shall mean a reduction in Shipper's Primary Firm Service due to an outage (i) required to comply with an order or requirement of the Pipeline and Hazardous Materials Safety Administration ("PHMSA") pursuant to Section 60139(c) of Title 49 of the United States Code, Chapter 601, (ii) that commences on or before September 14, 2017.
- (e) Non-Force Majeure Event shall mean a reduction in Primary Firm Service that is not the result of a Force Majeure Event or a Qualifying PHMSA Outage.
- (f) Applicable Adjustment Rate shall mean the Reservation Charge Adjustment or Deliverability Fee Adjustment as set forth on the Statement of Effective Rates and Charges for the applicable Rate Schedule; provided, however, that:
  - (i) The Applicable Adjustment Rate for service obtained through capacity release pursuant to Section 19 shall be the lower of the rate under the replacement Shipper's Service Agreement or the reservation rate stated in the releasing Shipper's Service Agreement. Reservation charge credits are not applicable to a Shipper, including a replacement Shipper and/or a Small Customer, paying a volumetric rate.



ENABLE GAS TRANSMISSION, LLC  
INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION

FOR WRITTEN:

Send Request To: Enable Gas Transmission, LLC (Transporter)  
910 Louisiana Street, 48<sup>th</sup> Floor  
Houston, Texas 77002

Attention: Contract Administration - T&S  
Telecopier: (346) 701-2905

The following information, as applicable, should be included in Shipper's request for service.

If Tariff requires electronic submission via the Internet, use Transporter's Internet Web Site to request and contract for service.

1. TYPE OF SERVICE BEING REQUESTED:

New Service\_\_\_\_\_

Amendment to Existing Service\_\_\_\_\_

Contract Date \_\_\_\_\_

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

2. RATE SCHEDULE/SERVICE:

Transport

Rate Schedule FT (Firm)\_\_\_\_\_

Rate Schedule PHS \_\_\_\_\_

Rate Schedule IT (Interruptible)\_\_\_\_\_

Interruptible Park \_\_\_\_\_

Rate Schedule EFT \_\_\_\_\_

Interruptible Loan \_\_\_\_\_

Rate Schedule PS \_\_\_\_\_

Park and Loan - NBS \_\_\_\_\_

Interruptible Wheeling \_\_\_\_\_

Firm Wheeling \_\_\_\_\_

Rate Schedule FT-2\_\_\_\_\_

Firm Park \_\_\_\_\_

Firm Loan \_\_\_\_\_

Storage

Rate Schedule FSS (Firm) \_\_\_\_\_

Rate Schedule ISS (Interruptible)\_\_\_\_\_

3. CUSTOMER INFORMATION AND NOTICES:

A. SHIPPER/POOL MANAGER

PERSON REQUESTING SERVICE  
(Complete only if different from Shipper)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Address (include street address  
for overnight deliveries)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
City / State / Zip

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Telecopier

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Officer and Title (Signatory Party to  
Contracts)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Telecopier

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
E-mail



INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION  
(Continued)

B. Rate Schedule IT:

Rate Schedule IT Shippers have access to all generally available Pools, physical Receipt Points and Delivery Points through the nomination process. If Shipper wants certain points reflected on its Service Agreement, please specify.

C. Rate Schedule PHS:

1. For firm wheeling:

Receipt Points:

Primary Receipt Points with MRO(s)  
Perryville Hub Receipt Point Name

Meter No.

Maximum Receipt Obligation (Dth/D)

2. Rate Schedule PHS Shippers shall have access to Receipt and Delivery Points as described in such Rate Schedule for each of the interruptible wheeling and park and loan options provided for thereunder, through the nomination process.

3. For firm park and loan:

Receipt Points:

7. Is Shipper requesting a selective discount? Yes \_\_\_\_\_ No \_\_\_\_\_

8. Are new/modified facilities required? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please describe, and provide, if required, peak day and annual volumes to be transported.

9. REQUESTED FORM OF SERVICE:

A. NGPA SECTION 311 \_\_\_\_\_ (Subpart B)  
Designate "On behalf of" Entit(y)(ies) \*

B. SECTION 284 G \_\_\_\_\_  
(BLANKET)

\* If LDC/Intrastate pipeline company will not be executing the Service Agreement, Shipper must provide an acceptable "on behalf of" letter to Transporter consistent with the current regulatory requirements.

10. Submission of deposit provided for in the General Terms and Conditions with Request: Yes \_\_\_\_\_ No \_\_\_\_\_

11. For requests for service pursuant to Rate Schedule IT or ISS, unless Shipper designates otherwise, Shipper's signature on its request shall constitute its agreement to execute a Service Agreement as provided in such Rate Schedules and to comply with the terms and conditions of Transporter's Tariff in the event that Transporter accepts its request.  
Yes \_\_\_\_\_ No \_\_\_\_\_



RATE SCHEDULE PHS SERVICE AGREEMENT (INTERRUPTIBLE PARK/LOAN)  
TSA No. \_\_\_\_\_

[INSTRUCTIONS: FOR WRITTEN AGREEMENTS insert the following:

Please sign below and return this agreement to Transporter. If Transporter does not receive a signed confirmation within forty-eight (48) hours of transmittal, but Shipper nominates and flows gas consistent herewith, Shipper has accepted the terms hereof without changes. Transporter may void this confirmation if not accepted by Shipper within forty-eight (48) hours.

ENABLE GAS TRANSMISSION, LLC

[SHIPPER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[INSTRUCTIONS: FOR ELECTRONIC AGREEMENTS insert one of the following: [Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms hereof shall become effective.] [Upon Shipper's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement shall become effective.]

RATE SCHEDULE PHS SERVICE AGREEMENT (INTERRUPTIBLE PARK/LOAN)  
TSA No. \_\_\_\_\_  
GENERAL TERMS AND CONDITIONS

1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the General Terms and Conditions of the Tariff.
2. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
3. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
4. This Agreement shall be subject to the provisions of Rate Schedule PHS and any other applicable Rate Schedules, as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
5. 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 hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
6. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
7. Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.
8. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written or electronic consent of the parties.
9. THE INTERPRETATION AND PERFORMANCE OF THE AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF \_\_\_\_\_, EXCLUDING CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.]

ATTACHMENT  
SUPPLEMENTING THE  
RATE SCHEDULE PHS (INTERRUPTIBLE PARK/LOAN)  
SERVICE AGREEMENT BETWEEN TRANSPORTER  
AND \_\_\_\_\_  
[DATED \_\_\_\_\_]  
(TSA No. \_\_\_\_\_)

1) SHIPPER INFORMATION:

Shipper's Name: \_\_\_\_\_

[INSTRUCTIONS: Complete items from Sections 1-7 of base TSA, as applicable]

[INSTRUCTIONS: For Written Agreements insert the following:

Executed by a duly authorized representative of each party hereto, in the space provided below:

TRANSPORTER:

[SHIPPER]:

ENABLE GAS TRANSMISSION, LLC

[NAME OF SHIPPER]

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[INSTRUCTIONS: For Electronic Agreements insert one of the following:

[Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document), the terms of this document shall become effective.] [Upon Shipper's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement [including] [Attachment \_\_\_\_] [including the applicable Transaction Confirmation] shall become effective.]

[For Electronic Agreements: Upon Shipper's receipt of confirmation and unless Shipper notifies Transporter in writing within \_\_\_\_\_, the terms of the confirmation shall become effective unless Transporter otherwise agrees.]]

RATE SCHEDULE PHS SERVICE AGREEMENT (FIRM PARK/LOAN)  
TSA No. \_\_\_\_\_

THIS AGREEMENT is made effective as of the date below by and between ENABLE GAS TRANSMISSION, LLC, a Delaware limited liability company, hereinafter called "Transporter", and Shipper (defined below). In consideration of the mutual covenants and agreements as herein set forth, both Transporter and Shipper covenant and agree as follows:

1) SHIPPER INFORMATION:

Shipper's Name: \_\_\_\_\_

[INSTRUCTIONS: Among the items which may be included on TSA are the following: Address/Contact Information for Shipper, e-mail address, type of entity, description of either party's prior entity name (and how changed) and state of establishment. Shipper's contact information, may be initially provided to Transporter in service request or other written notice and may be subsequently revised by Shipper in writing.]

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

2) REGULATORY AUTHORITY: Part 284 [Subpart B] [Subpart G]  
3) TERM: [Effective Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Evergreen/Term Extension? [Yes] [No] [Describe if applicable.]]

4) QUANTITIES, POINTS, SERVICE and RATE:

[Park] [Loan]  
[Maximum Aggregate Quantity] [Maximum Aggregate Quantity]  
[(MAQ Park) \_\_\_\_\_ Dth] [(MAQ Loan) \_\_\_\_\_ Dth]

[Maximum Daily Quantity] [Maximum Daily Quantity]  
[(MDQ Park) \_\_\_\_\_ Dth] [(MDQ Loan) \_\_\_\_\_ Dth]  
[[Maximum] [Minimum] Quantities] [[Maximum] [Minimum] Quantities]

[Other TSA No(s): \_\_\_\_\_]

[Points: \_\_\_\_\_ Removal of

[Parking [ID No.] Quantity (Dth/\_\_\_) Date(s)] [Parked Quantities Quantity (Dth/\_\_\_) [ID No.] [Date(s)]

\_\_\_\_\_

Return of

[Loaning [ID No.] Quantity (Dth/\_\_\_) [Date(s)] [Loaned Quantities Quantity (Dth/\_\_\_) [ID No.] [Date(s)]

\_\_\_\_\_

RATE:

Unless Transporter agrees otherwise in an Attachment or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate and any applicable Tariff penalties, charges, surcharges, fees or assessments. Shipper shall not at any time pay less than the minimum applicable Tariff rate.

Rate (\$/Dth): Reservation \_\_\_\_\_ Activity \_\_\_\_\_

[Advance Fee (if any): \_\_\_\_\_]

AutoPAL option elected: \_\_\_ Yes \_\_\_ No

Nomination Balancing Service option elected: \_\_\_ Yes \_\_\_ No

Rates and Clarifications: \_\_\_\_\_

The rates herein apply only to the services described above, including without limitation, the quantities, points and dates stated above. [Negotiated Rates apply per Section 12.3, GT&C of Transporter's Tariff.]

5) The General Terms and Conditions for this TSA are incorporated by reference into this TSA.

6) Other Provisions: In addition to the above amounts, Shipper shall pay any applicable Tariff penalties, charges, surcharges, fees or assessments.

[7)] [Other Tariff-permitted provisions]

[INSTRUCTIONS: Placement on page, number of pages, underlining, paragraph numbering, format and capitalization may vary. TSA No., Service Request No. and or page number(s) may be added. Multiple or new blanks may be used if needed, including as needed to show changes during term or to document other Tariff-permitted information or provisions. If any of items in Sections 1 through 7 are to be included on an Attachment insert: "See Attachment \_\_\_ hereto." For electronic contracts, see the applicable Attachment for the items in Section 1 through 7. Terms describing the manner in which a contract is being changed, such as superseded, substituted, amended, restated, etc., may be added to the header or below as needed. Attachments may be numbered or lettered differently or called addendum, exhibit, etc.]



RATE SCHEDULE PHS SERVICE AGREEMENT (FIRM PARK/LOAN)  
TSA No. \_\_\_\_\_

[INSTRUCTIONS: FOR WRITTEN AGREEMENTS insert the following:

Please sign below and return this agreement to Transporter. If Transporter does not receive a signed confirmation within forty-eight (48) hours of transmittal, but Shipper nominates and flows gas consistent herewith, Shipper has accepted the terms hereof without changes. Transporter may void this confirmation if not accepted by Shipper within forty-eight (48) hours.

ENABLE GAS TRANSMISSION, LLC

[SHIPPER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[INSTRUCTIONS: FOR ELECTRONIC AGREEMENTS insert one of the following: [Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms hereof shall become effective.] [Upon Shipper's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement shall become effective.]

RATE SCHEDULE PHS SERVICE AGREEMENT (FIRM PARK/LOAN)  
TSA No. \_\_\_\_\_  
GENERAL TERMS AND CONDITIONS

1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the General Terms and Conditions of the Tariff.
2. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
3. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
4. This Agreement shall be subject to the provisions of Rate Schedule PHS and any other applicable Rate Schedules, as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
5. 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 hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
6. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
7. Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.
8. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written or electronic consent of the parties.
9. THE INTERPRETATION AND PERFORMANCE OF THE AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF \_\_\_\_\_, EXCLUDING CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.]

ATTACHMENT  
SUPPLEMENTING THE  
RATE SCHEDULE PHS (FIRM PARK/LOAN)  
SERVICE AGREEMENT BETWEEN TRANSPORTER  
AND \_\_\_\_\_  
[DATED \_\_\_\_\_]  
(TSA No. \_\_\_\_\_)

1) SHIPPER INFORMATION:

Shipper's Name: \_\_\_\_\_

[INSTRUCTIONS: Complete items from Sections 1-7 of base TSA, as applicable]

[INSTRUCTIONS: For Written Agreements insert the following:

Executed by a duly authorized representative of each party hereto, in the space provided below:

TRANSPORTER:

[SHIPPER]:

ENABLE GAS TRANSMISSION, LLC

[NAME OF SHIPPER]

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[INSTRUCTIONS: For Electronic Agreements insert one of the following:

[Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document), the terms of this document shall become effective.] [Upon Shipper's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement [including] [Attachment \_\_\_\_] [including the applicable Transaction Confirmation] shall become effective.]

[For Electronic Agreements: Upon Shipper's receipt of confirmation and unless Shipper notifies Transporter in writing within \_\_\_\_\_, the terms of the confirmation shall become effective unless Transporter otherwise agrees.]]

# APPENDIX C

## MARKED TARIFF RECORDS

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STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS  
EFFECTIVE ~~MAY~~ OCTOBER 1, 2021 (\$/Dth)

RATE SCHEDULE PHS - PERRYVILLE HUB® SERVICE

	WHEELING	MAXIMUM RATE	DELHI FUEL USE %	ALTO FUEL USE %	CORE WHEELING LUGF %	LINE CP WHEELING LUGF %
FIRM		\$0.9277*	0.00%	0.14%	0.46%	0.10%
Overrun		0.0305	0.00%	0.14%	0.46%	0.10%
Reservation Charge Adj		0.0305				
INTERRUPTIBLE		\$0.0305	0.00%	0.14%	0.46%	0.10%
Overrun		0.0305		0.14%	0.46%	0.10%

\* Monthly rate; Daily rate is \$0.0305.

FUEL RATES:

For those wheeling transactions with receipts at Perryville Hub Receipt Points located on Line CP or within the Perryville Hub Header, Transporter shall retain Line CP Wheeling LUGF equal to the product of the Line CP Wheeling LUGF percentage multiplied by the quantity received by Transporter at such points.

For those wheeling transactions with receipts at the Perryville Hub Trading Point (Receipt), Transporter will retain no LUGF percentage.

For all other wheeling transactions, Transporter shall retain Core Wheeling LUGF equal to the product of the Core Wheeling LUGF percentage multiplied by the quantity received by Transporter.

For wheeling transactions with receipts at Perryville Hub Receipt Points on Line CP west of Transporter's Alto Compressor Station and physical deliveries at Transporter's other Line CP Perryville Hub Delivery Points or the Perryville Hub Header, Transporter shall retain Alto Fuel Use equal to the product of the Alto Fuel Use percentage multiplied by the quantity received by Transporter.

For wheeling transactions with receipts at Perryville Hub Receipt Points west of Transporter's Delhi Compressor Station or at the PTP (Receipt) and physical deliveries at Transporter's CGT PV (Core), SESH FM-65 (Core), TENN 800 (Core) or the Perryville Hub Header Delivery Points, Transporter shall retain Delhi Fuel Use equal to the product of the Delhi Fuel Use percentage multiplied by the quantity received by Transporter.

The Delhi Fuel Use and Core Wheeling LUGF rates stated above are pursuant to Section 27 of the General Terms and Conditions.

<del>PARK AND LOAN</del>	<del>MAXIMUM RATE</del>
<del>ACTIVITY RATE</del>	<del>\$0.2201</del>
<del>INVENTORY RATE</del>	<del>\$0.2201</del>

STATEMENT OF EFFECTIVE RATES AND CHARGES FOR TRANSPORTATION OF GAS  
EFFECTIVE OCTOBER 1, 2021 (\$/Dth)

PARK and LOAN

MAXIMUM RATE

FIRM

<u>Reservation Rate</u>	<u>\$6.6947</u>
<u>Activity Rate</u>	<u>\$0.2201</u>
<u>Overrun</u>	<u>\$0.2201</u>
<u>Reservation Charge Adj</u>	<u>\$0.2201</u>
<u>Core LUFG %</u>	<u>0.46%</u>
<u>Line CP LUFG %</u>	<u>0.10%</u>

INTERRUPTIBLE

<u>Activity Rate</u>	<u>\$0.2201</u>
<u>Inventory Rate</u>	<u>\$0.2201</u>
<u>Core LUFG %</u>	<u>0.46%</u>
<u>Line CP LUFG %</u>	<u>0.10%</u>

MINIMUM RATES:

The minimum applicable rates for the above services shall be \$0.0000.

LUFG:

For all parking and loaning transactions, Transporter shall retain LUFG on removal of parked Gas and all receipts of loaned Gas, other than transactions at a Pool, equal to the product of the applicable LUFG percentage as determined pursuant to Rate Schedule PHS and Section 27 of the General Terms and Conditions multiplied by the quantity parked or loaned on any Day.

~~Reserved for future use.~~

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE

1. AVAILABILITY:

- 1.1 This Rate Schedule is available to any party (hereinafter referred to as Shipper) that requests wheeling service on a firm or interruptible, self-implementing basis from Transporter and/or parking and/or loaning service on ~~an~~ a firm or interruptible, self-implementing basis from Transporter when:
- (a) Transporter determines that transportation service under this Rate Schedule may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
  - (b) Transporter has received a complete request for transportation service under this Rate Schedule containing the items required by this Tariff. Complete requests received in writing or via electronic means using the Internet shall be sufficient;
  - (c) Transporter has reviewed the request and determined that sufficient available and uncommitted capacity, or excess capacity, as applicable, exists to perform the service requested; and
  - (d) Shipper and Transporter have executed a Service Agreement for transportation service under this Rate Schedule (for firm wheeling, in the form provided in this Tariff; for interruptible wheeling, in the form provided in this Tariff; ~~and~~ for firm parking and loaning, in the form provided in this Tariff; and for interruptible parking and loaning service, in the form provided in this Tariff), which may be via electronic means using the Internet.
- 1.2 From time to time, Transporter may determine, and post on Transporter's Internet Web Site, that firm wheeling capacity is available at Transporter's Perryville Hub Receipt and Delivery Points, and/or that firm parking and/or loaning capacity is available at various locations on Transporter's system.



RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to the wheeling of Gas between pipeline interconnections in the Perryville Hub, which are referred to as the Perryville Hub Points of Receipt and Delivery. Wheeling shall also be allowed from, or to, the Perryville Hub Trading Point to Perryville Hub Points of Delivery, or from Perryville Hub Points of Receipt, as applicable, in accordance with the provisions of this Rate Schedule. Firm wheeling service shall be provided up to the Contract Demand, MDO(s) and MRO(s) specified in the applicable Service Agreement. Interruptible wheeling service shall be provided up to the quantities authorized by Transporter from time to time. This Rate Schedule shall also apply to the parking and loaning and subsequent removal and return, respectively, of Gas for Shipper's account under a Service Agreement for parking and/or loaning, as applicable. Firm parking and/or loaning service shall be provided up to the Maximum Daily Quantity and up to the Maximum Aggregate Quantity of Gas parked and/or loaned and any other contract quantities specified in the applicable Service Agreement. Transporter also may enter into Service Agreements for firm parking and/or loaning service with differing levels of Maximum Daily Quantity, Maximum Aggregate Quantity, and other contract quantities in the manner described in Section 2.11 of this Rate Schedule PHS. Interruptible parking and/or loaning service shall be provided up to the quantities authorized by Transporter from time to time. All service provided under this Rate Schedule shall be subject to the provisions of the applicable Service Agreement(s) and the General Terms and Conditions of this Tariff.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- B. the subsequent delivery or return of such quantity of Gas to Transporter by Shipper at the agreed upon time and at the same point(s) or other mutually agreed point(s) on Transporter's system.

All services described in this Section 2.1 shall be in accordance with a Service Agreement.

- 2.2 (a) With the exception of the firm wheeling ~~option~~ and firm parking and loaning options under this Rate Schedule, all services under this Rate Schedule shall be subject to interruption (decrease, suspension or discontinuation), in whole or in part, at any time. For such interruptible services, Transporter shall have no obligation to provide services hereunder for or during any given period if it determines that to do so may interfere with its ability to provide services with a higher priority or to meet its other obligations or that to do so may have an adverse effect on Transporter's operations.
- (b) Service under the firm wheeling ~~option~~ and firm parking and loaning options under this Rate Schedule shall be firm except as otherwise provided in this Tariff.
- (c) Any particular transaction provided under this Rate Schedule shall be for a term mutually agreed upon by Shipper and Transporter.
- (d) Except as expressly provided for in this Rate Schedule, Shipper must nominate any services requested hereunder (including the removal of parked Gas and the return of loaned Gas) and service shall not be available or authorized until scheduled by Transporter. All activity will be subject to scheduling on a basis at least as frequently as daily. Transporter may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, consider and accept nominations for service under this Rate Schedule submitted at times other than generally provided for in Section 5 of the General Terms and Conditions.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- 2.3 (a) A firm wheeling Shipper must request Primary Point(s) of Receipt at Perryville Hub Receipt Points and/or the PTP (Receipt) with associated MRO(s), and Primary Point(s) of Delivery at Perryville Hub Points of Delivery and/or the PTP (Delivery) with associated MDO(s), which, if approved, will be specified in its Rate Schedule PHS Service Agreement. Receipt Entitlement(s) need not be requested or designated. A firm wheeling Shipper's total MRO(s) shall not exceed Contract Demand, nor shall the total of its MDO(s). Pools are not eligible Receipt Points for wheeling service. Firm wheeling service must be nominated by Shipper, confirmed by upstream and downstream parties, and scheduled by Transporter.
- (b) A firm parking and loaning Shipper must request Receipt Point(s), which, if approved, will be specified in its Rate Schedule PHS Service Agreement. Pools may be used as Receipt Points. Firm parking and loaning service must be nominated by Shipper and scheduled by Transporter. Any transportation service necessary to deliver Gas to the relevant point for firm parking and loaning service must also be nominated by Shipper under a separate service agreement, confirmed by upstream and downstream parties, and scheduled by Transporter.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

Imbalances under a Rate Schedule PHS (Wheeling) Service Agreement shall be ~~subject~~ to the provisions of Section 5.7, GT&C, of this Tariff and, with respect to deliveries scheduled to the PTP (Delivery), any Imbalances(s) associated therewith shall be deemed to be held in the South Pooling Area.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- 2.5 A Pool Manager may nominate receipts from Perryville Hub Receipt Points for receipt and aggregation into any of its out-of-area Pools under its Rate Schedule PS (Pooling) Service Agreement provided that the quantities so nominated are scheduled to flow physically into the Perryville Hub.
- 2.6 Any parking or loaning transaction under this Rate Schedule shall occur at a physical Receipt Point, the PTP (Receipt) or Pool, unless Transporter agrees otherwise. Shipper must make any necessary arrangements with Transporter and/or third parties to deliver Gas to the designated parking point(s) or return point(s) for loaned Gas and/or to receive and transport loaned Gas or parked Gas upon removal from the point(s) at which the Gas is loaned or received for parking. Transportation service is not provided under the parking and loaning options of this Rate Schedule. If Transporter loans Gas to a Shipper, or Shipper removes parked Gas, which is nominated and scheduled to make up an Imbalance consisting of Undersupplies under a Service Agreement, then Transporter shall have the right to charge (or if for a prior Month, send an adjusted invoice) and Shipper shall pay, for deliveries under the Service Agreement attributable to such supplies the transportation rate(s) applicable to service from the points at which such Gas was loaned and/or parked under this Rate Schedule.
- 2.7 (a) With respect to the parking option under this Rate Schedule, Shipper shall be obligated to remove its parked quantities in accordance with the agreement between Transporter and Shipper. Additionally, under any interruptible parking and loaning service, Transporter may require Shipper to remove all or any portion of its parked gas quantities upon forty-eight (48) hours (or such longer period as may be specified) notice to Shipper. If Shipper fails to remove such quantities in accordance with Transporter's notice, Transporter shall take title to the gas quantities Shipper was instructed to remove, free and clear of any adverse claims; provided, however, that Transporter shall not take title to such quantities if, and for so long as, Shipper nominated to remove such quantities in accordance with its agreement with Transporter or Transporter's notice, and Transporter was unable to schedule and deliver such quantities in accordance with such nomination.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

(b) When Shipper schedules removal of its parked quantities, all such quantities shall be deemed received at the point at which such quantities were originally received into Transporter's system, unless Transporter agrees otherwise. If such removal occurs at a point other than such agreed to point, Shipper may be required to nominate under separate Service Agreements with Transporter and pay rate(s) applicable to such service to effectuate removal of such Gas from the other points.

(c) For firm parking and loaning service, Transporter and Shipper may agree to limit the periods under which Shipper may deliver and/or remove its parked quantities, and any such limitations shall be set forth in the Rate Schedule PHS Service Agreement.

2.8 (a) Shippers utilizing the loan option under this Rate Schedule shall be obligated to return the quantity of gas advanced by Transporter in accordance with the agreement between Transporter and Shipper. Additionally, Shipper must return all or any portion of the loaned quantity under any interruptible parking and loaning service if required by Transporter upon forty-eight (48) hours (or such longer period as may be specified) notice. Failure to do so will result in the assessment of the charges described in Section 5.2(b) of this Rate Schedule; provided, however, that Transporter shall not assess such charges if, and for so long as, Shipper nominated to return such quantities in accordance with its agreement with Transporter or Transporter's notice, and Transporter was unable to schedule and receive such quantities in accordance with such nomination.

(b) When Shipper returns loaned quantities to Transporter, such return shall occur at the points agreed to by Transporter, and Transporter shall have the right to adjust subsequent transportation invoices (under other Rate Schedules) of Shipper's to reflect any additional amounts owed by Transporter if such return occurs at a point different than the point agreed to.

(c) For firm parking and loaning service, Transporter and Shipper may agree to limit the periods under which Shipper may receive and/or return its loaned quantities, and any such limitations shall be set forth in the Rate Schedule PHS Service Agreement.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE: (continued)

- 2.9 For purposes of Section 14.5 of the General Terms and Conditions of this Tariff, a Shipper may receive services under this Rate Schedule by providing security in an amount sufficient to cover up to the maximum amount of charges which could be incurred hereunder. If there is an increase in gas prices over the term of a particular transaction such that Transporter deems initial security amounts insufficient, Transporter shall have the right to require an increased security amount.
- 2.10 With respect to scheduling, allocations and curtailments of service under this Rate Schedule:
- (a) firm wheeling service shall be prioritized with, and, except as otherwise provided, subject to the terms and conditions applicable to, service under Rate Schedule FT; provided, however, firm wheeling service from or to a Primary Point shall have a lower priority than service under Rate Schedule FT and/or other services of equivalent or higher priority to or from a Primary Point and firm wheeling service from or to a Secondary Point shall have a lower priority than service from or to a Secondary Point under Rate Schedule FT and/or other services of equivalent or higher priority.
  - (b) interruptible wheeling service (including overrun volumes delivered under the firm wheeling service) shall be subject to the terms and conditions applicable to, and prioritized and scheduled in accordance with Section 5.5(f)(ii), GT&C, with, service under Rate Schedule IT; ~~and~~
  - (c) firm parking and loaning service shall be prioritized with and subject to the terms and conditions applicable to, service at Primary Points under Rate Schedule FT; and

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

(ed) interruptible park and loan service shall have a lower priority than all services, including those under Rate Schedule IT, ~~and~~ except that the priority for the return of loaned Gas when required by Transporter shall be subordinate only to service under Rate Schedules NNTS, FT, FT-2, PHS (firm parking and loaning) and EFT at primary points.

If Transporter cannot satisfy all requests for park and loan services, or continue such services already scheduled, under this Rate Schedule, Transporter shall assign capacity, schedule and/or curtail services hereunder using the same priorities and methods as are provided for other interruptible service in Sections 5 and 10 of the General Terms and Conditions.

2.11 Except as described in Section 2.15 below, Shipper's Service Agreement under this Rate Schedule PHS ~~may~~ shall designate the Maximum Aggregate Quantity ("MAQ") to be parked and/or loaned at any one time under the transaction, and for firm parking and loaning service, the Maximum Daily Quantity ("MDQ") of activity on any Day under the transaction. For firm parking and loaning service, Transporter may, on a not unduly discriminatory basis, agree to differing levels in Shipper's Maximum Daily Quantity, Maximum Aggregate Quantity and other contract quantities for specified periods throughout the term of the Service Agreement. The differing levels and periods of Maximum Daily Quantity, Maximum Aggregate Quantity and other contract quantities shall be specified in Shipper's Service Agreement which will not be considered one for Pre-arranged Service under Section 10.4 of the General Terms and Conditions. Additionally, Shipper's parking and loaning Service Agreement may contain any other information or limitations applicable to the transaction, e.g., ~~daily or monthly quantities~~ periods of receipts and/or deliveries, term of transaction (including schedules for contemplated activity), point(s) and rate(s) applicable, information applicable to automatic service option, etc. Each borrowing and parking transaction shall be accounted for and tracked separately, even if occurring contemporaneously unless otherwise agreed in the Service Agreement. Shipper's nomination for parking and loaning activities must designate the applicable point(s), quantities applicable thereto, and Service Agreements, if applicable. When Shipper schedules removal of Gas in its parked account, if nominated to be transported or received into Pools on Transporter's system, Transporter may deem all such quantities as having been received at the point(s) at which the parked Gas entered Transporter's system and Shipper shall also specify the applicable points(s) at which the prior parking occurred. When Shipper desires to eliminate an Imbalance consisting of Oversupplies under a Service Agreement, if Transporter accepts and schedules any such nomination under this Rate Schedule, then such Gas may be deemed parked at the point(s) at which it initially entered Transporter's system.



RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

- 2.12 If the receipt, return or removal of Gas in Shipper's parked or borrowed account, as applicable, is scheduled and adequate quantities are not tendered or taken at the applicable point(s), Transporter will not debit or credit such deficient quantities to the account(s).
- 2.13 For purposes of Section 5.7(c) (ii) (2)B. of the General Terms and Conditions, interruptible quantities transported under this Rate Schedule will be considered quantities transported under Rate Schedule IT.
- 2.14 A Shipper taking interruptible parking or loaning service may request the AutoPAL service option under which activity, including Imbalances, occurring at any time, or from time to time, under one or more of its other Service Agreements under other Rate Schedules will be deemed to be activity into its interruptible park account, or out of its interruptible loan account, under its Rate Schedule PHS Service Agreement without the need for a separate nomination. Election of this automatic option shall be designated on the Rate Schedule PHS Service Agreement together with applicable quantities, points, time periods and/or other operational parameters related to such automatic activity. The provision of this service option shall be subject to the priority described in Section 2.10~~(e)~~ (d) above and subject to suspension or other limitations as required during actions taken pursuant to Section 20 of the General Terms and Conditions.
- 2.15 A Shipper taking interruptible parking or loaning service may request the Nomination Balancing Service (NBS) option under which that Shipper will nominate interruptible parking and/or loaning transactions for purposes of eliminating discrepancies between its receipt and delivery nominations under its Service Agreement(s). Election of this option shall require a separate Rate Schedule PHS Service Agreement for each Shipper. No MAQ, maximum or minimum daily quantities will be specified in the Service Agreement, and daily park and loan quantities and points will be determined in the nomination, confirmation and scheduling process. The provision of service under the NBS option shall be subject to the priority described in Section 2.10~~(e)~~ (d) above and subject to suspension or other limitations as required during actions taken pursuant to Section 20 of the General Terms and Conditions.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

3. RATES:

3.1 The rate charged for service hereunder shall consist of:

- (a) Wheeling Rate: The currently effective applicable Wheeling Rate shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (b) Park and Loan Rates: The currently effective applicable Park and Loan Rates shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (c) Excess Contract Quantities Rate: The currently effective Excess Contract Quantities Rate, as applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.
- (d) Reservation Charge Adjustment Rate: The currently effective Reservation Charge Adjustment Rate, if applicable, shown in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

- 3.2 (a) Fuel Use: Neither Fuel Use (including Line CP Fuel Use) nor Electric Power Costs retentions and charges shall apply to transactions under this Rate Schedule; provided, however, that (i) wheeling transactions with Perryville Hub Receipt Points west of Transporter's Delhi Compressor or with the PTP (Receipt) and physical deliveries to Transporter's CGT PV (Core), SESH-FM-65 (Core), TENN 800 (Core) or Perryville Hub Header Delivery Points shall be subject to the Delhi Fuel Use retentions; and (ii) wheeling transactions with Perryville Hub Receipt Points on Line CP west of Transporter's Alto Compressor and physical deliveries to Transporter's other Line CP Perryville Hub Delivery Points or the Perryville Hub Header shall be subject to the Alto Fuel Use retentions. In such cases, Shipper shall provide and Transporter shall retain Delhi Fuel Use or Alto Fuel Use, as applicable, in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

- (b) LUFG: Core Wheeling LUFG and/or Line CP Wheeling LUFG, as applicable, retentions and charges shall apply to all wheeling transactions under this Rate Schedule except for wheeling from the PTP (Receipt) to physical Perryville Hub Delivery Points. In such cases, Shipper shall provide and Transporter shall retain Core Wheeling LUFG and/or Line CP Wheeling LUFG, as applicable, in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Core LUFG and/or Line CP LUFG, as applicable, retentions and charges shall apply to redeliveries of parked Gas and all receipts of loaned Gas under this Rate Schedule, provided that no LUFG shall apply to parking and loaning services under this Rate Schedule PHS for transactions at a Pool. If applicable, Shipper shall provide and Transporter shall retain LUFG in-kind in the percentages and in the manner described in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff.

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by Transporter. Said rates are subject to adjustment as provided in the General Terms and Conditions. From time to time, Transporter may post on its Internet Web Site generally applicable discounts for service under this Rate Schedule. In such case, Shipper will pay the rate posted at the time its nomination is received and its Service Agreement shall be deemed to be so amended. Additionally, as part of the discount arrangement for a parking or loaning transaction, the parties may agree to pay an advance fee to lock-in a discounted rate which would be applicable to a particular transaction and/or for a specified period or quantity.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

5. MONTHLY BILL:

5.1 Calculation: The bill for a Service Month shall be the sum of:

(a) For Wheeling service:

- (i) Firm Wheeling: The product of the Firm Wheeling Rate and each Dth of Contract Demand.
- (ii) Overrun Rate: The product of the Overrun Rate and the total Dth of Gas delivered in excess of MDO under firm wheeling transactions, whether authorized or unauthorized; and
- (iii) Interruptible Wheeling: The product of the Interruptible Wheeling Rate and the total Dth of Gas delivered under interruptible wheeling transactions during the Service Month, whether authorized or unauthorized; and

(b) For firm park and loan service:

- (i) for each Service Agreement, the product of the Reservation Rate and each Dth of Maximum Aggregate Quantity, plus
- (ii) for each account, the product of the Activity Rate and the total Dth of Gas initially loaned or parked, and/or returned or taken delivery of, on each Day during the Service Month up to applicable Contract Limitations, plus,
- (iii) The product of the Overrun rate and the total Dth of Overrun Gas, whether authorized or unauthorized, initially loaned or parked, and/or returned or taken delivery of, on each Day during the Service Month.

(c) For interruptible park and loan service:

- (i) for each account, the product of the Activity Rate and the total Dth of Gas initially loaned or parked, and/or returned or taken delivery of, on each Day, plus
- (ii) the product of the Inventory Rate and the total Dth of parked or loaned Gas in each account at the end of each Day excluding the quantities subject to the Activity Rate on such Day, on a first-in, first-out basis (for parking) and a first-out, first-in basis (for loaning).

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

5. MONTHLY BILL: (Continued)

5.2 Adjustments.

- (a) Excess Contract Quantities: Excess Contract Quantities under Rate Schedule PHS are those quantities that (i) exceed, during any given period, one hundred two percent (102%) of Contract Limitations or, for interruptible service, the quantity authorized by Transporter for such period (including, in the event of curtailment or when Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, quantities that exceed one hundred two percent (102%) of the total quantity which Shipper is authorized to transport under such conditions); and (ii) are unauthorized. Excess Contract Quantities under Rate Schedule PHS are categorized by percentage of Shipper's Contract Limitations; or, for interruptible service, scheduled quantities; or other authorized amount, as follows:

greater than 102% but less than or equal to 105%;  
greater than 105% but less than or equal to 110%; and greater than 110%.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(continued)

5. MONTHLY BILL (continued)

If a Shipper's total Excess Contract Quantities under Rate Schedule PHS are less than both 50 Dth and ten percent (10%) of its Contract Limitations or authorized quantity for the applicable period, Shipper shall not be assessed an Excess Contract Quantities charge; provided, however, that such exemption shall not be applicable in the event of curtailment or if Transporter has invoked the provisions of Section 20 of the General Terms and Conditions. For a Service Month in which Excess Contract Quantities are transported, Shipper shall be billed the sum of the products of (x) the Excess Contract Quantities within each of the above specified percentage ranges, multiplied by (y) the applicable Excess Contract Quantities Rate, as specified in Transporter's Statement of Effective Rates and Charges for Transportation of Gas contained in this Tariff. In the event that Transporter has invoked the provisions of Section 20 of the General Terms and Conditions, the higher charges shown on Transporter's Statement of Effective Rates and Charges for Transportation of Gas for the Excess Contract Quantities will be assessed. If Transporter has not invoked the provisions of Section 20 of the General Terms and Conditions, it will not assess Excess Contract Quantities penalties until it has first given the affected Shipper(s) twenty-four (24) hours' notice, which notice shall be, in Transporter's sole discretion notwithstanding any other provisions contained in this Tariff, via facsimile, telephone (including a message via voice mail or other messaging) or e-mail, or otherwise during the scheduling process via the Internet. Transporter may waive all or part of any such charges.

- (b) Failure to Return Loaned Quantities: In accordance with the provisions of Section 2.8(a) above, if Shipper fails to return loaned quantities when required to do so under this Rate Schedule, Shipper shall be billed an amount determined by multiplying the quantities which Shipper failed to return by the higher of the Return Deficiency Charge for the Month of the loan, or the Month in which return was required.
- (c) Monthly Imbalances: In the event that Shipper has Monthly Imbalances, Shipper shall be billed as described in Section 5.7 of the General Terms and Conditions.

RATE SCHEDULE PHS  
PERRYVILLE HUB® SERVICE  
(Continued)

5. MONTHLY BILL (continued)

5.3 Overrun Gas

- (a) Authorized Overrun: Shipper may nominate, in accordance with Section 5 of the General Terms and Conditions, quantities of Gas for any given time period during the Service Month in excess of Contract Limitations. Notification that Overrun Gas quantities will not be scheduled or will be reduced may be communicated via Transporter's Internet Web Site or otherwise during the scheduling process. Transporter may render the requested service on an interruptible basis, subject to the terms of Rate Schedule PHS for interruptible parking and loaning, if Transporter determines that it can do so without adverse effect on its operations or its ability to meet all its other obligations, and such quantities shall be considered authorized Overrun Gas under this Rate Schedule.
- (b) Unauthorized Activities—: All quantities transported for Shipper's account which exceed the amount Shipper is authorized to transport at any given time, other than Overrun Gas authorized as described in Section 5.3(a) above, shall be considered unauthorized.

5.4 Other Charges.

A bill for a Service Month may also include amounts attributable to filing and other fees, penalties and charges provided by this Tariff.

6. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this Tariff, except to the extent otherwise specified, including from and after the effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

GENERAL TERMS AND CONDITIONS  
(continued)

1. DEFINITIONS AND INTERPRETIVE MATTERS (continued)

Contract Limitations shall mean, individually or collectively, as applicable, Maximum Receipt Obligation, Secondary Maximum Receipt Quantity, Maximum Hourly Delivery Obligation, Maximum Delivery Obligation, Secondary Maximum Delivery Quantity, Receipt Entitlement, Maximum Storage Quantity, Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, Maximum Seasonal Withdrawal Quantity, Maximum Aggregate Quantity, Maximum Daily Quantity and Contract Demand.

Contract Pressure Base means Gas at 14.73 psia.

Core System shall mean all transmission and storage facilities, except Line CP, any lines directly connected to Line CP, and the Perryville Hub Header facilities.

Core Wheeling LUFG. See Section 27.2.

Cubic Foot shall mean the volume of Gas that occupies one cubic foot when said Gas is at a temperature of sixty degrees (60<sup>0</sup>) Fahrenheit and at a pressure of 14.73 psia.

Daily Imbalance shall mean the Imbalance existing at the conclusion of any Day under a Service Agreement.

Daily Index Price shall mean the applicable midpoint price quoted for deliveries to Transporter in the Daily Price Surveys published by Gas Daily for the applicable Day of Gas flow and for the Pooling Area or geographic area which most closely approximates the applicable Pooling Area (if spot prices are quoted for Transporter's Pooling Areas or other geographic designations) in which a particular Imbalance is incurred. If such surveys are no longer published, Transporter will determine an acceptable substitute source for the Daily Index Price, which it will post on its Internet Web Site. Transporter will post on its Internet Web Site, and update from time to time, for each Pooling Area, the Gas Daily geographic designation which will be used for such Pooling Area.

Daily Linked Firm Service Penalty Revenues. See Section 31.2.

Daily Linked Firm Service Penalty Revenue Credit. See Section 31.2.

Day shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Clock Time, or such other time mutually acceptable to Transporter and Shipper.



GENERAL TERMS AND CONDITIONS  
(continued)

5.2 Receipt Nominations and Allocation Methodology (continued)

and/or Pool Manager. At the end of each Day of gas flow, Transporter shall make available electronically to Shippers information containing each Shipper's scheduled quantities, including scheduled Intraday Nominations and any other scheduling changes. When a previously confirmed and scheduled quantity is altered, notification of such alteration shall be provided in accordance with NAESB Standard 1.3.44.

- (i) Transporter will afford priority to receipt nominations with corresponding delivery nominations (except for Rate Schedule NNTS) for Service Agreements under Rate Schedules NNTS, FT, FT-2, and EFT, consistent with applicable Contract Limitations, firm Pool Transfers under Rate Schedule PS, ~~and~~ firm wheeling under Rate Schedule PHS (except as provided in Section 2.10 of that Rate Schedule) and firm parking and loaning service under Rate Schedule PHS in the following order:

- (1) Primary Receipt Points;

GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

To the extent a delivery nomination is not fully confirmed or scheduled, it will be treated as resubmitted for the next cycle unless the Shipper submits a nomination to replace it before the nomination deadline for the next cycle. Transporter will make scheduled quantities available electronically to Shipper and the entity which controls the facilities immediately downstream of the Delivery Point. Additionally, at the end of each Day, Transporter should provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the EDI/EDM, the Transporter should send an end of Gas Day Scheduled Quantity (NAESB WGQ Standard 1.4.5) and Scheduled Quantity for Operator (NAESB WGQ Standard 1.4.6). A receiver of either of the documents can waive Transporter's requirement to send such documents.

- (e) Billing: If the quantities nominated and scheduled at Receipt Point(s) for receipt and transportation to a Delivery Point exceed the quantities actually taken by Shipper at such Delivery Point, Transporter, for billing purposes, shall deem the quantities delivered as having been transported from the Receipt Point(s) which result in the highest rate(s).
- (f) Priorities: It is recognized that Transporter may not have sufficient capacity either systemwide or on a particular segment of its system to provide all service for which nominations have been received under this Section 5.5.
  - (i) Except as otherwise specifically provided for in the Tariff, service under a firm Service Agreement (including firm wheeling, firm parking and loaning, and firm Pool Transfer transactions) for any applicable time period shall be scheduled, consistent with applicable Contract Limitations, or Capacity Reserved, as follows:
    - (1) for firm transportation requested at a given Point of Delivery, the highest priority will be afforded Shippers under Rate Schedule NNTS which have designated such point in their Service Agreement and Shippers under Rate Schedules FT, FT-2, and EFT which have designated in their Service Agreement such point as a Primary Point of Delivery; and

GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

- (ii) If, following the scheduling of all firm service in ~~accordance with~~ accordance with Section 5.5(f)(i) above, sufficient capacity remains to provide interruptible service nominated under this Section 5.5, including Overrun Gas under firm rate schedules or Rate Schedule PHS (firm wheeling and firm parking and loaning), such service shall be scheduled and prioritized and based on Transporter's determination of the economic value of the requested services, taking into account the highest product of rate and quantity, the operational impact and maximization of system utilization. In the event more than one Shipper requests services determined to be of equivalent economic value, capacity will be allocated pro rata based on each Shipper's nomination.
- (iii) If, for any applicable time period during a Service Month, following the scheduling of all firm and interruptible service in accordance with Sections 5.5(f)(i) and (ii) above, sufficient capacity remains to allow properly nominated elimination of Imbalances which were incurred within such Service Month under a Service Agreement, such correction shall be scheduled by Transporter as follows:
  - (1) highest priority shall be given to such elimination of Imbalances incurred during such Service Month as a result of compliance with Section 20; and
  - (2) priority shall next be given to any other such elimination of Imbalances incurred during such Service Month.
- (iv) (1) Shippers under the scheduling priority described in Section 5.5(f)(i)(2) which are utilizing a Delivery Point as a Secondary Delivery Point are

GENERAL TERMS AND CONDITIONS  
(continued)

5.5 Delivery Nominations and Scheduling (continued)

subject to interruption at such Delivery Point at the beginning of any Day by any Shipper under a Service Agreement pursuant to Rate Schedule FT which designates or has designated such point a Primary Delivery Point under its Service Agreement, up to such Shipper's effective MDO.

- (2) Shippers under the scheduling priority category described in Section 5.5(f)(ii) and (iii) are subject to interruption at any time by a Shipper under Rate Schedule NNTS and as specifically provided for in Sections 5.2(a)(i) and 5.5(a)(i) above, or otherwise in the Tariff, by any Shipper under a Service Agreement pursuant to Rate Schedules FT, FT-2, EFT, FSS or PHS (firm wheeling or firm parking and loaning), as applicable, or as otherwise specifically provided for in the Tariff.

GENERAL TERMS AND CONDITIONS  
(continued)

5.6 Allocations:

- (a) For a Shipper receiving service pursuant to multiple Rate Schedules and Service Agreements at a Delivery Point, each daily or monthly delivery of Gas shall be allocated by Transporter in accordance with the provisions of Section 5.5 and using the following order unless otherwise specifically provided for in the Tariff:
  - (i) Deliveries under Service Agreements pursuant to Rate Schedule EFT up to the amount scheduled and received within applicable MHDO and other applicable Contract Limitations;
  - (ii) Deliveries under Service Agreements pursuant to Rate Schedules FT and/or FT-2, up to the amount scheduled and received by Transporter within MDO;
  - (iii) Deliveries under Service Agreements pursuant to the firm wheeling option under Rate Schedule PHS up to the amount scheduled and received by Transporter within MDO;
  - (iv) Deliveries under Service Agreements pursuant to the firm parking and loaning option under Rate Schedule PHS up to the amount scheduled and received by Transporter within Maximum Aggregate Quantity and Maximum Daily Quantity;
  - ~~(iv)~~ Deliveries under Service Agreements pursuant to Rate Schedule NNTS up to the MDO;
  - (vi) Deliveries under Service Agreements pursuant to Rate Schedule IT up to the amount scheduled and received by Transporter within MCQ;
  - (vii) Deliveries of Authorized Overrun Gas under Service Agreements pursuant to Rate Schedules FT, FT-2, EFT, NNTS, and PHS (firm wheeling and firm parking and loaning) up to the amount scheduled and received by Transporter;

GENERAL TERMS AND CONDITIONS  
(continued)

5.6 Allocations (continued)

- (viii) Deliveries of Authorized Overrun Gas under Service Agreements pursuant to Rate Schedule IT up to the amount scheduled and received by Transporter;
- (~~viii~~ix) Deliveries under Service Agreements pursuant to the interruptible wheeling option under Rate Schedule PHS up to the amount scheduled and received by Transporter;
- (ix) Deliveries during the Service Month under Service Agreements to eliminate Imbalances resulting from compliance with Section 20 incurred within such Service Month;
- (xi) Deliveries during the Service Month under Service Agreements to eliminate any other Imbalances incurred within such Service Month; and
- (xii) Deliveries of Unauthorized Overrun Gas (pro rata based on scheduled quantities).

If Transporter makes prior period adjustments or reallocations of quantities previously allocated, Transporter shall not assess penalties on Shipper as a result thereof, provided such adjustments were not the result of actions of such Shipper or its designee.

- (b) If more than one Shipper designates and nominates Gas at one Delivery Point, Transporter shall allocate quantities delivered at such point in accordance with the scheduled delivery nominations. Unless Transporter otherwise agrees, any quantities taken at the Delivery Point in excess of those scheduled for delivery, shall be allocated (i) pro rata among the Shippers based on scheduled quantities, (ii) if no quantities were scheduled, to the Service Agreement(s) designated by the entity which controls the facilities immediately downstream of the Delivery Point, or (iii) if no Service Agreement(s) exist, to such controlling entity which shall be charged, and pay to Transporter, the value of such excess quantities based on one hundred fifty percent (150%) of the applicable Daily Index Price(s) for the Service Month in which the deliveries occurred.
- (c) Allocations for a Day shall be available electronically within one (1) Business Day after the end of such Day. Transporter shall use the best available data for such allocations, which may include scheduled quantities. Allocations shall be at a Receipt Point or Delivery Point, as applicable, level, as well as by Service Agreement.

GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

capacity or deliverability to meet system operating requirements or other higher priority service obligations as specified in the Tariff, upon such notice as is reasonable under the circumstances. If the conditions or events which caused the interruption or curtailment are anticipated to continue, scheduling of services pursuant to Section 5 shall be implemented to the extent required in conformity with the provisions of this section. Subject to Transporter's evaluation of the operational conditions and circumstances that exist on Transporter's pipeline at the time, in such event firm transportation and storage services, to the extent timely nominated and scheduled, shall have a priority over interruptible services. In the event such curtailment is required, whether systemwide, within a Pooling Area or with regard to a particular pipeline or storage segment, as determined by Transporter, Transporter shall reduce scheduled services in the affected segment(s), to zero if necessary, in accordance with the following:

Category One: Except as otherwise specified in the applicable Rate Schedule or specifically provided for in the Tariff, all Gas scheduled under Rate Schedules IT, PHS (interruptible and overrun wheeling or parking and loaning), FT/FT-2/EFT (overrun), FSS (overrun), ISS or PS (interruptible Pool Transfers only), as applicable, shall be curtailed first, provided that Transporter may curtail or discontinue services for Gas scheduled for delivery or being delivered at lower rates prior to the curtailment of services scheduled at higher rates. Otherwise, Transporter shall curtail such services on a pro rata basis based upon each Shipper's scheduled quantities.

GENERAL TERMS AND CONDITIONS  
(continued)

10. ASSIGNMENT AND CURTAILMENT OF CAPACITY (continued)

Category Two: Except as otherwise specified in the applicable Rate Schedule or specifically provided for in the Tariff, all Gas deliverable under Rate Schedule NNTS or all gas scheduled under Rate Schedules FT, FT-2, EFT, FSS, PS (firm Pool Transfers only) or PHS (firm wheeling and firm parking and loaning), as applicable, shall be curtailed last, on a pro rata basis based upon each Shipper's Contract Delivery Demand, Contract Demand, Receipt Entitlement, Maximum Receipt Obligation, Maximum Delivery Obligation, Maximum Storage Quantity, Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, ~~or~~ Capacity Reserved, Maximum Aggregate Capacity, or Maximum Daily Quantity, as applicable.

So far as operating conditions will permit, available Gas shall be dispatched, in accordance with the aforementioned priority and operating guidelines, in as equitable a manner as possible. Transporter shall not be liable in damages or otherwise for granting exemptions to the curtailment priorities or for interrupting services in accordance with the procedures described in this Section 10.10. Shippers shall be entitled to eliminate Monthly Imbalances directly resulting from, or attributable to, compliance in the event of a curtailment under this subsection (a) utilizing the factor of 1.00.

- (b) Receipt Supply Shortfall: Notwithstanding any provision in this Tariff, Transporter shall have the right, upon such notice as is reasonable under the circumstances, to interrupt deliveries in affected areas of its system if Transporter is unable to meet its total delivery obligations or if the operating integrity of its system, or parts thereof, is affected detrimentally because of underdeliveries of quantities nominated and scheduled for receipt until Transporter is able to identify the parties which failed to tender quantities equal to those



GENERAL TERMS AND CONDITIONS  
(continued)

18. RESERVATION CHARGE CREDITING

18.1 Definitions.

The definitions of terms applicable to this section are as follows:

- (a) Primary Firm Service shall mean (i) for service under Rate Schedules FT, FT-2, EFT, NNTS, and firm wheeling under Rate Schedule PHS, delivery on a firm basis from Primary Point(s) of Receipt to Primary Point(s) of Delivery up to the applicable MDO; (ii) for service under Rate Schedule FSS, withdrawal and delivery on a firm basis up to the applicable MDWQ; ~~and~~ (iii) firm Pool Transfer service for Pool Managers under Rate Schedule PS up to the applicable Capacity Reserved; and (iv) for firm parking and loaning service under Rate Schedule PHS, service up to the applicable Maximum Daily Quantity and Maximum Aggregate Quantity.
- (b) Reduction Event shall mean a reduction in Primary Firm Service due to one or more of the following: a Force Majeure Event, a Qualifying PHMSA Outage, or a Non-Force Majeure Event.
- (c) Force Majeure Event shall mean an event of "force majeure" as defined in Section 8.1 of these General Terms and Conditions.
- (d) Qualifying PHMSA Outage shall mean a reduction in Shipper's Primary Firm Service due to an outage (i) required to comply with an order or requirement of the Pipeline and Hazardous Materials Safety Administration ("PHMSA") pursuant to Section 60139(c) of Title 49 of the United States Code, Chapter 601, (ii) that commences on or before September 14, 2017.
- (e) Non-Force Majeure Event shall mean a reduction in Primary Firm Service that is not the result of a Force Majeure Event or a Qualifying PHMSA Outage.
- (f) Applicable Adjustment Rate shall mean the Reservation Charge Adjustment or Deliverability Fee Adjustment as set forth on the Statement of Effective Rates and Charges for the applicable Rate Schedule; provided, however, that:
  - (i) The Applicable Adjustment Rate for service obtained through capacity release pursuant to Section 19 shall be the lower of the rate under the replacement Shipper's Service Agreement or the reservation rate stated in the releasing Shipper's Service Agreement. Reservation charge credits are not applicable to a Shipper, including a replacement Shipper and/or a Small Customer, paying a volumetric rate.

ENABLE GAS TRANSMISSION, LLC  
INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION

FOR WRITTEN:

Send Request To: Enable Gas Transmission, LLC (Transporter)  
910 Louisiana Street, 48<sup>th</sup> Floor  
Houston, Texas 77002

Attention: Contract Administration - T&S  
Telecopier: (346) 701-2905

The following information, as applicable, should be included in Shipper's request for service.  
If Tariff requires electronic submission via the Internet, use Transporter's Internet Web Site to request and contract for service.

1. TYPE OF SERVICE BEING REQUESTED:

New Service \_\_\_\_\_

Amendment to Existing Service \_\_\_\_\_

Contract Date \_\_\_\_\_

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

2. RATE SCHEDULE /SERVICE:

Transport

Rate Schedule FT (Firm) \_\_\_\_\_

Rate Schedule IT (Interruptible) \_\_\_\_\_

Rate Schedule EFT \_\_\_\_\_

Rate Schedule PS \_\_\_\_\_

Interruptible Wheeling \_\_\_\_\_

Rate Schedule FT-2 \_\_\_\_\_

Rate Schedule PHS \_\_\_\_\_

Interruptible Park \_\_\_\_\_

Interruptible Loan \_\_\_\_\_

Park and Loan - NBS \_\_\_\_\_

Firm Wheeling \_\_\_\_\_

Firm Park \_\_\_\_\_

Firm Loan \_\_\_\_\_

Storage

Rate Schedule FSS (Firm) \_\_\_\_\_

Rate Schedule ISS (Interruptible) \_\_\_\_\_

3. CUSTOMER INFORMATION AND NOTICES:

A. SHIPPER/POOL MANAGER

PERSON REQUESTING SERVICE  
(Complete only if different from Shipper)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Address (include street address  
for overnight deliveries)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
City / State / Zip

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Telecopier

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Officer and Title (Signatory Party to  
Contracts)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Telecopier

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
E-mail

### C. 24-HOUR CONTACT

D. Shipper's Identification Number (currently DUNS) \_\_\_\_\_

4. TERM:

5. QUANTITIES:

6. RECEIPT AND DELIVERY POINTS:

\* Includes service under Rate Schedule FT-2

INFORMATION REQUIRED IN REQUEST FOR TRANSPORTATION  
(Continued)

B. Rate Schedule IT:

Rate Schedule IT Shippers have access to all generally available Pools, physical Receipt Points and Delivery Points through the nomination process. If Shipper wants certain points reflected on its Service Agreement, please specify.

C. Rate Schedule PHS:

1. For firm wheeling:

Receipt Points:

Primary Receipt Points with MRO(s)  
Perryville Hub Receipt Point Name

Meter No.

Maximum Receipt Obligation (Dth/D)

2. Rate Schedule PHS Shippers shall have access to Receipt and Delivery Points as described in such Rate Schedule for each of the interruptible wheeling and park and loan options provided for thereunder, through the nomination process.

3. For firm park and loan:

Receipt Points:

7. Is Shipper requesting a selective discount? Yes \_\_\_\_\_ No \_\_\_\_\_

8. Are new/modified facilities required? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please describe, and provide, if required, peak day and annual volumes to be transported.

9. REQUESTED FORM OF SERVICE:

A. NGPA SECTION 311 \_\_\_\_\_ (Subpart B)  
Designate "On behalf of" Entit(y)(ies) \*

B. SECTION 284 G \_\_\_\_\_  
(BLANKET)

\* If LDC/Intrastate pipeline company will not be executing the Service Agreement, Shipper must provide an acceptable "on behalf of" letter to Transporter consistent with the current regulatory requirements.

10. Submission of deposit provided for in the General Terms and Conditions with Request: Yes \_\_\_\_\_ No \_\_\_\_\_

11. For requests for service pursuant to Rate Schedule IT or ISS, unless Shipper designates otherwise, Shipper's signature on its request shall constitute its agreement to execute a Service Agreement as provided in such Rate Schedules and to comply with the terms and conditions of Transporter's Tariff in the event that Transporter accepts its request.  
Yes \_\_\_\_\_ No \_\_\_\_\_

RATE SCHEDULE PHS SERVICE AGREEMENT (INTERRUPTIBLE PARK/LOAN)  
TSA No. \_\_\_\_\_

THIS AGREEMENT is made effective as of the date below by and between ENABLE GAS TRANSMISSION, LLC, a Delaware limited liability company, hereinafter called "Transporter", and Shipper (defined below). In consideration of the mutual covenants and agreements as herein set forth, both Transporter and Shipper covenant and agree as follows:

1) SHIPPER INFORMATION:

Shipper's Name: \_\_\_\_\_

[INSTRUCTIONS: Among the items which may be included on TSA are the following: Address/Contact Information for Shipper, e-mail address, type of entity, description of either party's prior entity name (and how changed) and state of establishment. Shipper's contact information, may be initially provided to Transporter in service request or other written notice and may be subsequently revised by Shipper in writing.]

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

2) REGULATORY AUTHORITY: Part 284 [Subpart B] [Subpart G]

3) TERM: [Effective Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Evergreen/Term Extension? [Yes] [No] [Describe if applicable.]]

4) QUANTITIES, POINTS, SERVICE and RATE:

[Park] [Loan]  
[Maximum Aggregate Quantity] [Maximum Aggregate Quantity]  
[(MAQ Park) \_\_\_\_\_ Dth] [(MAQ Loan) \_\_\_\_\_ Dth]  
[[Maximum] [Minimum] Quantities] [[Maximum] [Minimum] Quantities]

[Other TSA No(s): \_\_\_\_\_]

[Points: \_\_\_\_\_]  
[Parking [ID No.] Quantity (Dth/\_\_\_) Date(s)] [Removal of  
Parked Quantities Quantity (Dth/\_\_\_) [ID No.] [Date(s)]]

[Loaning [ID No.] Quantity (Dth/\_\_\_) [Date(s)] [Return of  
Loaned Quantities Quantity (Dth/\_\_\_) [ID No.] [Date(s)]]

RATE:

Unless Transporter agrees otherwise in an Attachment or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate and any applicable Tariff penalties, charges, fees or assessments. Shipper shall not at any time pay less than the minimum applicable Tariff rate.

Rate (\$/Dth): Activity \_\_\_\_\_ Inventory \_\_\_\_\_

[Advance Fee (if any): \_\_\_\_\_]

AutoPAL option elected: \_\_\_\_ Yes \_\_\_\_ No

Nomination Balancing Service option elected: \_\_\_\_ Yes \_\_\_\_ No

Rates and Clarifications: \_\_\_\_\_

The rates herein apply only to the services described above, including without limitation, the quantities, points and dates stated above. [Negotiated Rates apply per Section 12.3, GT&C of Transporter's Tariff.]

5) The General Terms and Conditions for this TSA are incorporated by reference into this TSA.

6) Other Provisions: In addition to the above amounts, Shipper shall pay any applicable Tariff penalties, charges, fees or assessments.

[7)] [Other Tariff-permitted provisions]

[INSTRUCTIONS: Placement on page, number of pages, underlining, paragraph numbering, format and capitalization may vary. TSA No., Service Request No. and or page number(s) may be added. Multiple or new blanks may be used if needed, including as needed to show changes during term or to document other Tariff-permitted information or provisions. If any of items in Sections 1 through 7 are to be included on an Attachment insert: "See Attachment \_\_\_ hereto." For electronic contracts, see the applicable Attachment for the items in Section 1 through 7. Terms describing the manner in which a contract is being changed, such as superseded, substituted, amended, restated, etc., may be added to the header or below as needed. Attachments may be numbered or lettered differently or called addendum, exhibit, etc.]

RATE SCHEDULE PHS SERVICE AGREEMENT (INTERRUPTIBLE PARK/LOAN)  
TSA No. \_\_\_\_\_

[INSTRUCTIONS: FOR WRITTEN AGREEMENTS insert the following:

Please sign below and return this agreement to Transporter. If Transporter does not receive a signed confirmation within forty-eight (48) hours of transmittal, but Shipper nominates and flows gas consistent herewith, Shipper has accepted the terms hereof without changes. Transporter may void this confirmation if not accepted by Shipper within forty-eight (48) hours.

ENABLE GAS TRANSMISSION, LLC

[SHIPPER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[INSTRUCTIONS: FOR ELECTRONIC AGREEMENTS insert one of the following: [Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms hereof shall become effective.] [Upon Shipper's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement shall become effective.]

RATE SCHEDULE PHS SERVICE AGREEMENT (INTERRUPTIBLE PARK/LOAN)  
TSA No. \_\_\_\_\_  
GENERAL TERMS AND CONDITIONS

1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the General Terms and Conditions of the Tariff.
2. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
3. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any Imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
4. This Agreement shall be subject to the provisions of Rate Schedule PHS and any other applicable Rate Schedules, as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
5. 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 hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
6. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
7. Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.
8. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written or electronic consent of the parties.
9. THE INTERPRETATION AND PERFORMANCE OF THE AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF \_\_\_\_\_, EXCLUDING CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.]

ATTACHMENT  
SUPPLEMENTING THE  
RATE SCHEDULE PHS (INTERRUPTIBLE PARK/LOAN)  
SERVICE AGREEMENT BETWEEN TRANSPORTER  
AND \_\_\_\_\_  
[DATED \_\_\_\_\_]  
(TSA No. \_\_\_\_\_)

1) SHIPPER INFORMATION:

Shipper's Name: \_\_\_\_\_

[INSTRUCTIONS: Complete items from Sections 1-7 of base TSA, as applicable]

[INSTRUCTIONS: For Written Agreements insert the following:

Executed by a duly authorized representative of each party hereto, in the space provided below:

TRANSPORTER:

[SHIPPER]:

ENABLE GAS TRANSMISSION, LLC

[NAME OF SHIPPER]

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[INSTRUCTIONS: For Electronic Agreements insert one of the following:

[Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document), the terms of this document shall become effective.] [Upon Shipper's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement [including] [Attachment \_\_\_\_] [including the applicable Transaction Confirmation] shall become effective.]

[For Electronic Agreements: Upon Shipper's receipt of confirmation and unless Shipper notifies Transporter in writing within \_\_\_\_\_, the terms of the confirmation shall become effective unless Transporter otherwise agrees.]]



RATE SCHEDULE PHS SERVICE AGREEMENT (FIRM PARK/LOAN)

TSA No. \_\_\_\_\_

THIS AGREEMENT is made effective as of the date below by and between ENABLE GAS TRANSMISSION, LLC, a Delaware limited liability company, hereinafter called "Transporter", and Shipper (defined below). In consideration of the mutual covenants and agreements as herein set forth, both Transporter and Shipper covenant and agree as follows:

1) SHIPPER INFORMATION:

Shipper's Name: \_\_\_\_\_

[INSTRUCTIONS: Among the items which may be included on TSA are the following: Address/Contact Information for Shipper, e-mail address, type of entity, description of either party's prior entity name (and how changed) and state of establishment. Shipper's contact information, may be initially provided to Transporter in service request or other written notice and may be subsequently revised by Shipper in writing.]

Transporter's wire transfer information and addresses for notices and payments shall be located on Transporter's Internet Web Site.

2) REGULATORY AUTHORITY: Part 284 [Subpart B] \_\_\_\_\_ [Subpart G] \_\_\_\_\_

3) TERM: [Effective Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Evergreen/Term Extension? [Yes] [No] [Describe if applicable.]]

4) QUANTITIES, POINTS, SERVICE and RATE:

[Park] \_\_\_\_\_

[Loan] \_\_\_\_\_

[Maximum Aggregate Quantity] \_\_\_\_\_ [Maximum Aggregate Quantity] \_\_\_\_\_

[(MAO Park) \_\_\_\_\_ Dth] \_\_\_\_\_ [(MAO Loan) \_\_\_\_\_ Dth] \_\_\_\_\_

[Maximum Daily Quantity] \_\_\_\_\_ [Maximum Daily Quantity] \_\_\_\_\_

[(MDQ Park) \_\_\_\_\_ Dth] \_\_\_\_\_ [(MDQ Loan) \_\_\_\_\_ Dth] \_\_\_\_\_

[[Maximum] [Minimum] Quantities] \_\_\_\_\_ [[Maximum] [Minimum] Quantities] \_\_\_\_\_

[Other TSA No(s): \_\_\_\_\_]

[Points: \_\_\_\_\_ Removal of \_\_\_\_\_]

[Parking [ID No.] Quantity (Dth/ ) Date(s)] [Parked Quantities Quantity (Dth/ ) [ID No.]] [Date(s)]

Return of

[Loaning [ID No.] Quantity (Dth/ ) [Date(s)] [Loaned Quantities Quantity (Dth/ ) [ID No.]] [Date(s)]

RATE:

Unless Transporter agrees otherwise in an Attachment or below, Shipper shall pay, or cause to be paid, to Transporter each month for all services provided hereunder the maximum applicable rate and any applicable tariff penalties, charges, surcharges, fees or assessments. Shipper shall not at any time pay less than the minimum applicable tariff rate.

Rate (\$/Dth): \_\_\_\_\_ Reservation \_\_\_\_\_ Activity \_\_\_\_\_

[Advance Fee (if any): \_\_\_\_\_]

AutoPAL option elected: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Nomination Balancing Service option elected: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Rates and Clarifications: \_\_\_\_\_

The rates herein apply only to the services described above, including without limitation, the quantities, points and dates stated above. [Negotiated Rates apply per Section 12.3, GT&C of Transporter's Tariff.]

5) The General Terms and Conditions for this TSA are incorporated by reference into this TSA.

6) Other Provisions: In addition to the above amounts, Shipper shall pay any applicable tariff penalties, charges, surcharges, fees or assessments.

[7) [Other Tariff-permitted provisions]

[INSTRUCTIONS: Placement on page, number of pages, underlining, paragraph numbering, format and capitalization may vary. TSA No., Service Request No. and or page number(s) may be added. Multiple or new blanks may be used if needed, including as needed to show changes during term or to document other Tariff-permitted information or provisions. If any of items in Sections 1 through 7 are to be included on an Attachment insert: "See Attachment \_\_\_\_\_ hereto." For electronic contracts, see the applicable Attachment for the items in Section 1 through 7. Terms describing the manner in which a contract is being changed, such as superseded, substituted, amended, restated, etc., may be added to the header or below as needed. Attachments may be numbered or lettered differently or called addendum, exhibit, etc.]

RATE SCHEDULE PHS SERVICE AGREEMENT (FIRM PARK/LOAN)  
TSA No. \_\_\_\_\_

[INSTRUCTIONS: FOR WRITTEN AGREEMENTS insert the following:

Please sign below and return this agreement to Transporter. If Transporter does not receive a signed confirmation within forty-eight (48) hours of transmittal, but Shipper nominates and flows gas consistent herewith, Shipper has accepted the terms hereof without changes. Transporter may void this confirmation if not accepted by Shipper within forty-eight (48) hours.

ENABLE GAS TRANSMISSION, LLC

[SHIPPER]

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

[INSTRUCTIONS: FOR ELECTRONIC AGREEMENTS insert one of the following: [Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document) the terms hereof shall become effective.] [Upon Shipper's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement shall become effective.]

RATE SCHEDULE PHS SERVICE AGREEMENT (FIRM PARK/LOAN)  
ISA No. \_\_\_\_\_  
GENERAL TERMS AND CONDITIONS

1. Upon Shipper's failure to pay when due all or any part of amounts billed in connection with services rendered or to comply with the terms of this Agreement, Transporter may terminate this Agreement and/or suspend service, as appropriate, in accordance with the provisions of Section 14 of the General Terms and Conditions of the Tariff.
2. Upon termination hereof for whatever reason, Shipper agrees to stop delivering gas to Transporter for service and, unless otherwise agreed by Transporter, to seek no further service from Transporter hereunder. Shipper agrees to cooperate with and assist Transporter in obtaining such regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
3. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash out or correct any imbalance hereunder nor relieve Shipper of its obligation to pay any monies due hereunder to Transporter and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive for the time and to the extent required.
4. This Agreement shall be subject to the provisions of Rate Schedule PHS and any other applicable Rate Schedules, as well as the General Terms and Conditions set forth in Transporter's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof.
5. 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 hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
6. Except as otherwise permitted in the Tariff, this Agreement shall not be assigned by Shipper in whole or in part, nor shall Shipper agree to provide services to others by use of any capacity contracted for under the Agreement, without Transporter's prior written consent. In addition to all other rights and remedies, Transporter may terminate the Agreement immediately if it is assigned by Shipper or if Shipper subcontracts the capacity to others contrary to the provisions hereof, whether the assignment or contract be voluntary, or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. Any person which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either party hereto, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement; and either party may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment or similar instrument which it has executed or may execute hereafter.
7. Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified therein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.
8. All modifications, amendments or supplements to the terms and provisions hereof shall be effected by supplementary written or electronic consent of the parties.
9. THE INTERPRETATION AND PERFORMANCE OF THE AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF \_\_\_\_\_, EXCLUDING CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.]

ATTACHMENT  
SUPPLEMENTING THE  
RATE SCHEDULE PHS (FIRM PARK/LOAN)  
SERVICE AGREEMENT BETWEEN TRANSPORTER  
AND

[DATED \_\_\_\_\_]  
(TSA No. \_\_\_\_\_)

1) SHIPPER INFORMATION:

Shipper's Name: \_\_\_\_\_

[INSTRUCTIONS: Complete items from Sections 1-7 of base TSA, as applicable]

[INSTRUCTIONS: For Written Agreements insert the following:

Executed by a duly authorized representative of each party hereto, in the space provided below:

TRANSPORTER: \_\_\_\_\_ [SHIPPER]: \_\_\_\_\_

ENABLE GAS TRANSMISSION, LLC \_\_\_\_\_ [NAME OF SHIPPER]  
\_\_\_\_\_

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[INSTRUCTIONS: For Electronic Agreements insert one of the following:

[Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document), the terms of this document shall become effective.] [Upon Shipper's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement [including] [Attachment \_\_\_\_\_] [including the applicable Transaction Confirmation] shall become effective.]

[For Electronic Agreements: Upon Shipper's receipt of confirmation and unless Shipper notifies Transporter in writing within \_\_\_\_\_, the terms of the confirmation shall become effective unless Transporter otherwise agrees.]