



April 22, 2016

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
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Washington, D.C. 20426

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Re: ANR Pipeline Company
Compliance Filing
Docket No. RP16-608-

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act and Part 154 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") regulations,¹ and to comply with the Commission order issued March 24, 2016, in Docket No. RP16-608-000 ("March Order"),² ANR Pipeline Company ("ANR") respectfully submits the instant filing to revise its FERC Gas Tariff, Third Revised Volume No. 1 ("Tariff"). ANR is proposing herein to modify certain sections in its Tariff³ consistent with the directive in the Commission's March Order, as more fully described below. ANR respectfully requests that the Commission accept the proposed tariff sections to be effective April 1, 2016.

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and communications concerning this filing should be addressed are as follows:

¹ 18 C.F.R. Part 154 (2016).

² *ANR Pipeline Company*, 154 FERC ¶ 61,232 (2016).

³ Specifically, Section 6.1-GT&C, Definitions ("Section 6.1"); Section 6.2.2-GT&C, Request for Transportation ("Section 6.2.2"); Section 6.18.12-GT&C, In-Field Storage Transfers ("Section 6.18.12"); Section 7.1-Service Agreements, Transporter's Firm Rate Schedules ("Section 7.1"); and Section 7.4-Service Agreements, Transportation Service Request Form ("Section 7.4").

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Statement of the Nature, Reasons and Basis for Filing

On February 12, 2016, in Docket No. RP16-608-000 (“February Filing”), ANR filed with the Commission a non-conforming firm storage service agreement entered into with J. Aron & Co. (“J. Aron Agreement”), along with two (2) revised tariff sections to reflect the housing of the J. Aron Agreement in ANR’s Tariff.⁴ In its March Order, the Commission found ANR had not demonstrated that the non-conforming provisions included in the J. Aron Agreement were just and reasonable. Consequently, the March Order directed ANR to either modify the daily withdrawal quantity and transfer rights set forth in the contract consistent with Rate Schedule FSS as set forth in ANR’s Tariff or revise the Tariff to make the daily withdrawal quantity and transfer rights included in the J. Aron Agreement available to all storage customers.

To comply with the Commission’s March Order, ANR is submitting in the instant filing proposed revisions to certain tariff sections that are intended to modify ANR’s storage service under Rate Schedule FSS to permit, on a not unduly discriminatory basis, daily withdrawal quantity and transfer right flexibility in a manner consistent with that reflected in the J. Aron Agreement. First, ANR is proposing herein to revise its definition of Base Maximum Daily Withdrawal Quantity (“Base MDWQ”) in Section 6.1 of its Tariff to provide ANR and its storage customers the flexibility to mutually agree to a daily withdrawal contract quantity different from that currently stipulated in ANR’s Tariff. The March Order found that the J. Aron

⁴ The February Filing included a non-conforming Rate Schedule FSS service agreement as tariff record 10.44-Non-Conforming Agmt, J. Aron & Company FSS Agmt (#127260), and revised Sections 1-Table of Contents and 6.28-GT&C, Non-Conforming Agreements.

Agreement differs from the withdrawal provisions in ANR's Tariff by establishing a maximum daily withdrawal amount of zero,⁵ which falls outside of ANR's Tariff's existing allowable limits. By this proposed change, ANR and its storage customers will be able to mutually agree to Base MDWQs that fall outside of currently existing limits, similar to the J. Aron Agreement.⁶

The J. Aron Agreement additionally prohibits infield transfers while its daily withdrawal amount is zero, which terms are not currently provided for in ANR's Tariff.⁷ Therefore, ANR is proposing in the instant filing to add fixed language to Section 6.18.12 that would allow ANR to restrict a shipper's ability to effectuate an in-field transfer during those periods of time when the shipper's Base MDWQ is equal to zero.⁸ By adding a provision that restricts in-field transfers when a shipper's Base MDWQ is zero, ANR is able to make otherwise stranded storage capacity available and sell additional storage service, to the benefit of all shippers on ANR's system.

Finally, ANR is proposing in the instant filing the addition of language to Section 6.2.2 that will allow ANR to agree, on a not unduly discriminatory basis, to differing levels of Base MDWQ during the term of a shipper's firm storage contract. ANR acknowledged in its February Filing that ANR's Tariff does not currently provide for a shipper's Base MDWQ to vary over the term of a service agreement.⁹ The proposed language allows for differing Base MDWQs during the term of an agreement, and states that those differing levels will be specified in the shipper's agreement. Consistent with this revision, ANR is proposing the addition of optional language and appropriate blank spaces to Sections 7.4 (ANR's service request form) and 7.1 (ANR's *pro forma* firm service agreement), to allow shippers to request varying levels of Base MDWQ and,

⁵ March Order at P 2.

⁶ ANR's Tariff currently limits Base MDWQ to at least one-two hundred and thirteenth (1/213) but not more than one tenth (1/10) of a shipper's Maximum Storage Quantity.

⁷ March Order at P 3.

⁸ Additionally, the J. Aron Agreement prohibits withdrawal nominations while its daily withdrawal amount is zero. ANR notes that its Tariff, at Section 5.12.2-Rate Schedule FSS, Applicability, paragraph (c) (4), currently limits a shipper's withdrawal rights to its Maximum Daily Withdrawal Quantity. Consequently, when a shipper's Base MDWQ is zero, ANR is not required to tender gas to such shipper for withdrawal, making any further changes to shipper withdrawal nominations in ANR's Tariff unnecessary.

⁹ March Order at P 4.

in turn, to allow ANR to reflect those differing levels of Base MDWQ in the shipper's firm storage service agreement, respectively.¹⁰

To comply with the Commission's directive in the March Order, ANR is submitting in the instant filing, as Appendix A, revised Sections 6.1, 6.2.2, 6.18.12, 7.1, and 7.4 of its Tariff, as more fully described above. ANR respectfully requests that the Commission accept Sections 6.1, 6.2.2, 6.18.12, 7.1, and 7.4 to be effective April 1, 2016, which coincides with the effective date of the J. Aron Agreement.

Effective Date and Request for Waiver

ANR respectfully requests that the Commission accept the tariff sections included as Appendix A to be effective April 1, 2016. ANR respectfully requests the Commission grant all waivers of its regulations necessary to accept this filing and the tariff sections to be effective as requested herein.

Other Filings Which May Affect This Proceeding

There are no other filings before the Commission that may significantly affect the changes proposed herein.

Contents of Filing

In accordance with Sections 154.7 and 154.201 of the Commission's regulations and Order No. 714, ANR is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. Clean tariff sections (Appendix A); and
3. Marked tariff sections (Appendix B).

¹⁰ Specifically, differing levels of Base MDWQ will be set forth in a Contract Quantity Exhibit (Section 7.1.2 of ANR's Tariff) which will be made part of a shipper's Rate Schedule FSS service agreement. Additionally, for clarification purposes, ANR is adding other optional language to Section 7.1 stating that ANR will set forth any differing levels of service for other firm rate schedules in a Primary Route Exhibit (Section 7.1.1 of ANR's Tariff), where appropriate.

Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for public inspection at ANR's principal place of business.

Pursuant to Section 385.2005 and Section 385.2011(c) (5), the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Joan Collins at (832) 320-5651.

Respectfully submitted,

ANR PIPELINE COMPANY

A handwritten signature in black ink that reads "John A. Roscher". The signature is written in a cursive style and is positioned above a solid horizontal line.

John A. Roscher
Director, Rates, Tariffs, and Certificates

Enclosures

Appendix A

ANR Pipeline Company FERC Gas Tariff, Third Revised Volume No. 1

Clean Tariff

<u>Tariff Sections</u>	<u>Version</u>
6.1 - GT&C, Definitions	v.3.1.0
6.2.2 - GT&C, Request for Transportation	v.2.0.0
6.18.12 - GT&C, In-Field Storage Transfers	v.2.0.0
7.1 - Service Agreements, Transporter's Firm Rate Schedules	v.5.0.0
7.4 - Service Agreements, Transportation Service Request Form	v.4.0.0

6.1 DEFINITIONS

1. The term "Agreement" shall mean the Service Agreement executed by the Shipper and Transporter and any exhibits, attachments and/or amendments thereto. Effective May 1, 1994, Shippers shall be required to execute a separate gathering service agreement in order to obtain service on any facilities in a Pooling Area not functionalized as transmission.
2. The term "Associated Liquefiabiles" shall mean that portion of Transporter's Gas stream that is extracted as liquid hydrocarbons at a processing plant.
3. The term "Associated Liquids" shall mean condensate (liquid hydrocarbons without free water) produced in conjunction with the production of Gas to be transported hereunder (the quantity shall not exceed 10 bbls per MMcf).
4. The term "Backhaul" shall mean the receipt and delivery of Gas which is accomplished by the Transporter's delivery of Gas at Delivery Point(s) which are upstream from the Receipt Point(s) of such Gas.
5. Unless otherwise agreed, the term "Base Maximum Daily Injection Quantity" ("Base MDIQ") shall mean the maximum quantity of Gas that Transporter is required to inject into Storage for the account of Shipper on a firm basis, and shall be equal to the MSQ divided by two hundred (200) for Rate Schedule FSS without ratchets and the MSQ divided by one hundred seventy-five (175) for Rate Schedule FSS with ratchets. Provided, further, that for Rate Schedule FSS with Flexible Entitlements and a Base MDWQ between 1/10 and 1/49 of its MSQ, the Base MDIQ shall be a mutually agreeable amount.
6. Unless otherwise agreed, the term "Base Maximum Daily Withdrawal Quantity" ("Base MDWQ") shall mean the maximum quantity of Gas that Transporter is required to withdraw from Storage for a Shipper, and shall be at least one-two hundred and thirteenth (1/213) but not more than one tenth (1/10) of the MSQ.
7. The term "Burner Tip Actual" ("BTA") shall mean quantities of Gas that have been electronically measured at the point of actual consumption for Rate Schedule FTS-3, ITS-3 and MBS Shippers and submitted via electronic measurement system to Transporter; provided, however, that if deliveries at the point of actual consumption include commingled deliveries from another supply source, the Shipper or Shipper's designee must identify the quantity attributable to each supply source, subject to verification of same by the intervening downstream transporter, including Transporter's deliveries within four (4) hours after the close of the applicable Day.

8. The term "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions in Canada and Mexico.
9. The term "BTA Stand-Alone Option" shall mean service to a Notice Service Shipper that has elected and qualified to have deliveries allocated on a BTA basis and agreed to the installation of flow control facilities at the point of consumption.
10. The term "BTU" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at sixty (60) degrees Fahrenheit, and is the International Btu. The reporting basis for BTU is 14.73 psia at 60 degrees F (101.325 kPa at 15 degrees C) and dry; and for gigacalorie it is 1.035646 Kg/cm² at 15.6 degrees C, and dry.

For purposes of this term, and the term Mcf in Section 6.1(45) below, NAESB WGQ takes no position on the basis upon which transactions are communicated to trading partners and/or regulatory agencies, as applicable, nor does NAESB WGQ state whether transactions may take place between parties on a volumetric basis.

11. The term "Cashout" shall mean the monetary settlement of quantities of Gas owed to or by Transporter or third parties, as further described in Section 6.15 of these General Terms and Conditions.
12. The term "Cashout Price" shall mean the price determined pursuant to Section 6.15 of these General Terms and Conditions.
13. The term "Catalog Receipt Point(s)" shall mean any eligible Transmission Receipt Point(s) located in a Pooling Area.
14. The term "Central Clock Time" or "CCT" shall mean Central Standard Time ("CST") except when Daylight Savings Time is in effect, when it shall mean one hour in advance of CST. All times referenced in this Tariff shall be in CCT.
15. The term "Commission" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority.
16. The term "Confirmed Price" shall mean the Transportation rate inclusive of all applicable fees and surcharges agreed upon by Transporter and Shipper.
17. The term "Cycling Fuel" shall mean the quantity of Gas equal to Transporter's Use (%) for Rate Schedule FSS times the quantity of Working Storage Gas in excess of twenty percent (20%) of Shipper's MSQ at the end of the Winter Period.

18. The term "Day" shall mean a period of consecutive hours, beginning at 9:00 a.m., and ending on the following 9:00 a.m.
19. The term "DDS Maximum Daily Injection Quantity" shall mean one thirtieth (1/30) of the Maximum Storage Quantity.
20. The term "DDS Maximum Daily Withdrawal Quantity" shall mean (a) the Working Storage Gas as of the last Day of the prior Service Month divided by the number of Days in the current Service Month or, if applicable, (b) the Working Storage Gas divided by the number of remaining Days in the Service Month as of the date that Transporter notifies Shipper that it must withdraw all of its Working Storage Gas within forty-five (45) Days.
21. The term "Dekatherm" (or "Dth") shall mean the quantity of heat energy which is equivalent to one (1) million (1,000,000) BTU; thus the term MDth shall mean one (1) thousand (1,000) Dth. The conversion factor between Dth and gigajoule, the standard measure of heat energy in Canada, is 1.055056 gigajoules per Dth. The conversion factor between Dth and gigacalorie, the standard measure of heat energy in Mexico, is 0.251996 gigacalories per Dth.
22. The term "Delivery Point" shall mean either (a) a Headstation, (b) the Point of Injection/Withdrawal, or (c) a point on Transporter's Pipeline System that Shipper and Transporter shall agree upon, where Gas exits facilities owned by Transporter, and is metered.
23. The term "Delivery Point MDQ" shall mean the greatest number of Dekatherms that Transporter is obligated to deliver to or on behalf of Shipper on any Day at the applicable Primary Delivery Point.
24. The term "Delivery Point Operator" shall mean the party that is responsible for operating the facilities that are immediately downstream of the applicable Delivery Point.
25. The term "Designated Storage Account" shall mean any Agreement pursuant to Rate Schedule FSS that is designated by the Shipper pursuant to Rate Schedule NNS, for which quantities are to be allocated under Rate Schedule NNS for debiting and crediting.
26. The term "Hydrocarbon Dewpoint" shall mean cricondenthem, the highest temperature at which the hydrocarbon vapor-liquid equilibrium may be present. The Hydrocarbon Dewpoint (cricondenthem) calculations are performed using the Peng-Robinson equation of state.

27. The term "HDP Segment(s)" shall have the meaning as defined in Section 6.13 paragraph 3.
28. The term "HDP Problem(s)" shall mean actual or anticipated operational problems on Transporter's system specifically related to actual or anticipated hydrocarbon liquid fallout.
29. The term "Extreme Condition Situation" shall mean that (a) on any portion of Transporter's Pipeline System throughput approaches capacity, or (b) weather conditions exist, or (c) operating pressures on an affected portion of Transporter's Pipeline System are significantly less than or greater than normal operating pressures, such that Transporter's ability to receive or deliver quantities of Gas in accordance with its service obligations is impaired.
30. The term "Electronic Communication" shall mean the transmission of information via Transporter's Internet site, electronic delivery mechanism prescribed by NAESB or other mutually agreed communication methodologies used to transmit and receive information, including communication by telephone.
31. The term "Electronic Delivery Mechanism" or "EDM" shall mean the Electronic Communication methodology used to transmit and receive data related to gas transactions. Transporter and Shipper shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate party. Transporter's use and implementation of EDM shall conform to all appropriate NAESB standards.
32. The term "Equivalent Quantities" shall mean a quantity of Gas containing an amount of Dekatherms equal to the amount of Dekatherms received by Transporter for the account of Shipper at the Receipt Point(s) reduced, where applicable, by the Dekatherms removed for Transporter's Use, third party use, and treatment and processing of Shipper's Gas, all as attributable to Transportation of Shipper's Gas.
33. The term "Flash Gas" shall mean gaseous hydrocarbons that either vaporize or are vaporized (including flare and vent gas) from liquefied hydrocarbons within facilities located onshore.
34. The term "Gas" shall mean natural gas, including gas cap gas, casinghead gas produced with crude oil, gas from gas wells, gas from condensate wells, Associated Liquefiables and synthetic natural gas, or any mixture of these gases meeting the quality standards under Section 6.13 of these General Terms and Conditions.

35. The term "Gas Delivered Hereunder" shall mean the quantities of Gas allocated to Shipper by Transporter, as determined in accordance with the provisions of Section 6.14 of these General Terms and Conditions.
36. The term "GEMS[™]" shall mean Transporter's electronic communication system which shall be available to any Shipper.
37. The term "Headstation" shall mean (a) Transporter's compressor station located at Eunice, Louisiana; (b) Transporter's compressor station located at Greensburg, Kansas; or (c) subject to operational feasibility, any single Delivery Point in a Pooling Area.
38. The term "Hub" shall mean (a) all interconnections with other transporters or storage service providers and Transporter, located between Transporter's compressor station at Sandwich, Illinois and the Crown Point, Indiana interconnect point (the ANR Joliet Hub), (b) all interconnections with other transporters or storage service providers and Transporter, located between Transporter's meter station at Glen Karn, Ohio and the terminus of the Lebanon Lateral in Ohio (the ANR Lebanon Hub), or (c) subject to operational or administrative feasibility, any other geographic region encompassing Transporter's facilities.
39. The term "Mainline Area Facilities" shall mean those facilities of Transporter which are not Southwest Area Facilities or Southeast Area Facilities of Transporter, and shall comprise Mainline Segments. Set forth below are the Mainline Segment location definitions:
 - (a) SOUTHEAST SOUTHERN SEGMENT: all points downstream of the Eunice, LA compressor station site and upstream of the Madisonville, KY compressor station site.
 - (b) SOUTHEAST CENTRAL SEGMENT: all points downstream of and including the Madisonville, KY compressor station site and upstream of and including the Defiance, OH compressor station site.
 - (c) SOUTHWEST SOUTHERN SEGMENT: all points downstream of the Greensburg, KS compressor station site and upstream of the Maitland, MO compressor station site.
 - (d) SOUTHWEST CENTRAL SEGMENT: all points downstream of and including the Maitland, MO compressor station site and upstream of and including the Sandwich, IL compressor station site.
 - (e) NORTHERN SEGMENT: all points downstream of the Sandwich, IL and the Defiance, OH compressor station sites.

Any Transportation from a Point of Injection/Withdrawal to a Delivery Point in the Northern Segment shall not involve the use of any other Mainline Area Facilities.

40. The term "Maximum Daily Injection Quantity" shall mean:
- (a) The Base Maximum Daily Injection Quantity if the Working Storage Gas is less than or equal to ninety percent (90%) of the MSQ; or
 - (b) Eighty percent (80%) of the Base Maximum Daily Injection Quantity if the Working Storage Gas is greater than ninety percent (90%) and less than one hundred percent (100%) of the MSQ; or
 - (c) The lesser of (1) the otherwise applicable Maximum Daily Injection Quantity or (2) the difference between the Maximum Storage Quantity and the Working Storage Gas.
41. The term "Maximum Daily Quantity" ("MDQ") shall mean the greatest number of Dekatherms that Transporter is obligated to deliver to or on behalf of Shipper on any Day.
42. The term "Maximum Daily Withdrawal Quantity" shall mean:
- (a) One hundred percent (100%) of the Base MDWQ if the Working Storage Gas is greater than twenty percent (20%) of the Maximum Storage Quantity; or
 - (b) Ninety percent (90%) of the Base MDWQ if the Working Storage Gas is greater than fifteen (15%) and less than or equal to twenty percent (20%) of the Maximum Storage Quantity; or
 - (c) Eighty percent (80%) of the Base MDWQ if the Working Storage Gas is greater than ten percent (10%) and less than or equal to fifteen percent (15%) of the Maximum Storage Quantity; or
 - (d) Seventy percent (70%) of the Base MDWQ if the Working Storage Gas is greater than five percent (5%) and less than or equal to ten percent (10%) of the Maximum Storage Quantity; or
 - (e) Sixty percent (60%) of the Base MDWQ if the Working Storage Gas is less than or equal to five percent (5%) of the Maximum Storage Quantity; or
 - (f) The lesser of the otherwise applicable Maximum Daily Withdrawal Quantity and the remaining Working Storage Gas.

43. The term "Maximum Storage Quantity" ("MSQ") shall mean the greatest number of Dekatherms that Transporter is obligated to store on behalf of Shipper.
44. The term "Maximum Transportation Quantity" shall mean the maximum quantity of Gas that Transporter is obligated to transport on any Day on behalf of Shipper from the applicable supply area.
45. The term "Mcf" shall mean one (1) thousand (1,000) cubic feet of Gas; the term MMcf shall mean one (1) million (1,000,000) cubic feet of Gas. The reporting basis for gas volumes measured in cubic feet is (at standard conditions) 14.73 psia at 60 degrees F, and dry. For cubic meters, the reporting basis is 101.325 kPa at 15 degrees C, and dry.
46. The term "Month" shall mean the period beginning on the first Day of a calendar Month and ending at the same hour on the first Day of the next succeeding calendar Month.
47. The term "Negotiated Rate" shall mean a rate or rate formula for computing a rate for service under a single rate schedule under which, for some portion of the contract term, one or more of the individual rate components may exceed the maximum charge, or be less than the minimum charge, for such component of the applicable tariff rate as set forth in Transporter's Schedule of Rates in Sections 4.1 through 4.17, 4.20 and in Section 5.19. A Negotiated Rate must be mutually agreed upon by Transporter and Shipper, and may be based on a rate design other than straight fixed-variable.
48. The term "Net Present Value" ("NPV") shall mean the discounted cash flow of expected revenues per Dekatherm of the applicable service for a term of up to twenty (20) years, using the interest rate set forth in Section 154.67(c)(2) of the Commission's Regulations.
49. The term "Nomination Route" shall mean the route used to transport Gas from the nominated Receipt Point to the nominated Delivery Point.
50. The term "No-Notice Service" shall mean service available under Rate Schedules NNS, STS and MBS.
51. The term "North American Energy Standards Board" or "NAESB" shall mean the private, consensus standards developer whose wholesale natural gas standards are developed by representatives from all segments of the natural gas industry.
52. The term "Notice Service" shall mean all Transportation Services provided by Transporter other than No-Notice Services.

53. The term "Pipeline Condensate" shall mean the hydrocarbons in a liquid state which condense out of the Transporter's facilities (Pipeline Condensate Reduction ("PCR") shall be measured in Dekatherms.)
54. The term "Plant Thermal Reduction" or "PTR" shall mean the quantity of Dekatherms removed at a processing plant and allocated in accordance with the procedures set forth in Section 6.5.2(b) of these General Terms and Conditions.
55. The term "Point of Injection/Withdrawal" shall mean Transporter's storage facilities.
56. The term "Pooler" shall mean a Shipper under Rate Schedules PTS-1, PTS-2 and PTS-3 that delivers Gas only at the Headstation to other Shippers utilizing Transporter's Mainline Area Facilities.
57. The term "Pooling Agreement" shall mean an Agreement entered into by a Pooler with Transporter.
58. The term "Pooling Area" shall mean, as to any Headstation, Transporter's facilities located upstream of that Headstation.
59. The term "Primary Delivery Point(s)" shall mean the Delivery Point(s) as specified in the Agreement.
60. The term "Primary Receipt Point(s)" shall mean the Receipt Point(s) as specified in the Agreement.
61. The term "Primary Point(s)" shall mean the Primary Delivery Point(s) and/or Primary Receipt Point(s).
62. The term "Primary Route" shall mean the shortest distance along contiguous ANR-owned transmission facilities deemed to transport Gas from the Primary Receipt Point to the Primary Delivery Point, and shall be deemed to include points of interconnection with the facilities of third parties, but shall not include transmission laterals unless the affected Shipper's Primary Receipt or Delivery Points are along any such laterals.
63. The term "Receipt Point" shall mean either (a) a Headstation, (b) the Point of Injection/Withdrawal, or (c) a point on Transporter's Pipeline System that Transporter and Shipper shall agree upon, where Gas enters facilities owned by Transporter, and is metered.
64. The term "Receipt Point MDQ" shall mean the greatest number of Dekatherms that Transporter is obligated to receive for or on behalf of Shipper on any Day at the applicable Primary Receipt Point.

65. The term "Reput" shall mean the reinstatement of a capacity release transaction that was recalled.
66. The term "Residue Gas" shall mean Transporter's Gas stream that has been reduced by PTR.
67. The term "Secondary Delivery Point" shall mean a Delivery Point that is not specified as a Primary Delivery Point.
68. The term "Secondary Receipt Point" shall mean a Receipt Point that is not specified as a Primary Receipt Point.
69. The term "Secondary Point(s)" shall mean the Secondary Delivery Point and/or the Secondary Receipt Point.
70. The term "Service Day" shall mean the Day during which Shipper receives Transportation Service pursuant to a nomination in accordance with Section 6.6 of these General Terms and Conditions.
71. The term "Service Month" shall mean the Month during which Shipper receives Transportation Services under this Tariff.
72. The term "Southeast Area Facilities" shall mean those facilities of Transporter which are located upstream or south of the Eunice, LA compressor station site property, including such site property of Transporter at Eunice, and Transporter's other onshore and offshore facilities which are not directly connected, and the Holiday Creek facilities located in Mississippi.
73. The term "Southwest Area Facilities" shall mean those facilities of Transporter which are located upstream of the Greensburg, KS compressor station site property, including such site property of Transporter at Greensburg, and Transporter's facilities in Wyoming.
74. Unless otherwise agreed, the term "Storage Contract Year" shall mean a period of consecutive Months ending on March 31 for services of at least twelve (12) consecutive Months, and shall commence and end on the Days provided in the Service Agreement for services of less than twelve (12) consecutive Months.
75. The term "Summer Period" shall mean the period from April 1 of each calendar year through October 31 of such year.
76. The term "Swing Percentage" shall mean the percentage of quantities allocated at Delivery Points to each Shipper that will be excused from overrun charges or daily

scheduling penalties, as applicable. The Swing Percentage shall be equal to ten percent (10%) of the Delivery Point nomination for such Shipper, unless Transporter shall have posted on GEMS™ a notification that an Extreme Condition Situation exists. In such case, the Swing Percentage shall be equal to five percent (5%) of the Delivery Point nomination for such Shipper.

77. The terms "Tender Gas" and "Tender of Gas" shall mean that the delivering party is able and willing, and offers, to deliver Gas to the receiving party at the appropriate Receipt Point or Delivery Point.
78. The term "Term of Agreement" shall mean the period set forth in the applicable Agreement during which Shipper may take service under the Agreement and shall be any period of one Day or longer. A period must be for consecutive Days except that Transporter may agree to non-continuous periods for multiple year contracts on a not-unduly discriminatory basis.
79. The term "Transmission Delivery Point(s)" shall mean any Delivery Point which does not include any facilities functionalized as gathering.
80. The term "Transmission Receipt Point(s)" shall mean any Receipt Point which does not include any facilities functionalized as gathering.
81. The terms "Transportation" and "Transportation Service(s)" shall mean (a) storage or (b) transportation of Gas by either forward haul, exchange or Backhaul or any combination thereof which includes the use of facilities functionalized on Transporter's books as transmission and/or storage.
82. The term "Transporter" shall mean ANR Pipeline Company.
83. The term "Transporter's Pipeline System" shall mean those facilities of Transporter which are Mainline Area Facilities, Southwest Area Facilities or Southeast Area Facilities.
84. The term "Transporter's Use" shall mean the quantity of Gas required by Transporter for (1) compressor fuel and (2) lost-and-unaccounted for ("L&U") Gas for service under each Agreement, and shall be equal to the Transporter's Use (%) under each such Agreement times Receipt Point quantities tendered to Transporter.
85. The term "Transporter's EPC" shall mean the dollar amount required by Transporter to recover the cost of electric power purchased, including surcharges, by or for Transporter for use in the operation of electric powered compressor units, and shall be equal to the EPC Charge times Delivery Point quantities.

86. The term "Transporter's Use (%)" shall mean the applicable percentage of Transporter's Use, as specified in the Agreement, which shall be an allocable amount of Transporter's Use. The term "EPC Charge" shall mean the rates in \$ per Dth applicable to Transporter's rate schedules, and shall be equal to an allocable amount of Transporter's EPC. The Transporter's Use (%) and the EPC Charge shall be calculated by Transporter by appropriate engineering principles and shall include consideration of the distance of Transportation, provided, however, that no Transporter's Use (%) or EPC Charge shall be assessed on Backhaul Transportation. Except as otherwise noted herein and in Section 6.34 of these General Terms and Conditions, the determination of Transporter's Use (%) and EPC Charge in each of Transporter's annual redetermination filings, shall be based upon the transactional throughput methodology set forth in Transporter's December 4, 1997 filing in Docket No. TM97-2-48-001 as accepted by Order of the Commission dated December 31, 1997, as further amended in the December 26, 2001 Stipulation and Agreement in Docket No. RP01-259-000. For purposes of computing the Current Fuel Use (%) and the Annual Transporter's Use Adjustment (%) pursuant to Section 6.34 of these General Terms and Conditions, the fuel use associated with the CenterPoint Energy Gas Transmission Company ("CenterPoint") (formerly Arkla) transportation contract described in Section 6.26 of these General Terms and Conditions ("CenterPoint Contract") shall be allocated pro rata between the Southeast and Southwest Mainline Areas based upon the volumes delivered under the contract to each respective area. For purposes of computing the Current Fuel Use (%), the Annual Transporter's Use Adjustment (%), the Current EPC Charge and the Annual EPC Charge Adjustment pursuant to Section 6.34 of these General Terms and Conditions, the transactional throughput of the respective Mainline Area Facilities shall be adjusted based upon the direction of flow of the net physical throughput under the CenterPoint Contract such that the transactional throughput of the Mainline Area Facilities with the net physical increase in volume shall be increased by such net physical increase and an offsetting decrease in the transactional throughput shall be made to the opposite Mainline Area Facilities. Transporter will include in each of its annual filings pursuant to Section 6.34 of these General Terms and Conditions information supporting the allocation of fuel use and direction of flow of the net physical throughput between Transporter's Southeast and Southwest Mainline Areas under the CenterPoint Contract.
87. The term "Winter Period" shall mean the period from November 1 of each calendar year through March 31 of the following calendar year.
88. The term "Wire Transfer" shall mean payments made/effected by wire transfer (Fedwire, CHIPS, or Book Entry), or Automated Clearinghouse, or any other recognized electronic or automated payment mechanism that is agreed upon by Transporter in the future.

89. The term "Working Storage Gas" shall mean the quantity of Gas held in storage by Transporter for Shipper.
90. Capitalized terms not defined herein are defined pursuant to NAESB.

6.2.2 Request for Transportation.

- (a) Each request, to be considered as an acceptable and valid request, must furnish the information set forth below.

- (b) Requestor's Identification.

Name, address, representative, telephone, e-mail address and/or fax number of party requesting service.

Is Requestor affiliated with ANR? (Please answer this question with "yes" or "no" and provide the % ownership shared between the parties.)

- (c) Shipper's Identification.

Is Shipper affiliated with ANR? (Please answer this question with "yes" or "no" and provide the % ownership shared between the parties.)

(Note: the "Shipper" is the party which proposes to execute the Agreement).

- (1) Legal Name
- (2) Entity Dun & Bradstreet Number
- (3) Representative's name, phone number, fax number and/or e-mail address

- (d) Type of Request.

New Service or Amendments

If amendment is being requested, the reason for the amendment and the Agreement No(s) of the Agreement(s) being amended.

- (e) Term of Service.

New Service

- (1) Date service is requested to commence.
- (2) Date service is requested to terminate (Unless otherwise agreed, Agreements for Rate Schedule FSS of at least twelve (12) consecutive Months must end on March 31. Agreements for Rate Schedule STS must end on March 31st).

Amendment(s) Effective Date: _____

(f) Type of Service(s) Requested.

Specify which Rate Schedule service is desired.

(g) Contract Quantities (stated in Dekatherms).

- (1) For Rate Schedules ETS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L, STS and PTS-2

Specify Primary Route(s) and Primary Route(s) MDQ described by Primary Receipt Point identification name and number and Primary Delivery Point identification name and number. A Shipper's MDQ shall be a uniform quantity throughout the contract term, except that i) to the extent the requested Transportation Service is related to storage then Section 6.2.10(e) of these General Terms and Conditions applies; or ii) Transporter may, on a not unduly discriminatory basis, agree to differing levels in the Shipper's MDQ during the term of Shipper's contract. Shipper's MDQ and any differing levels in the MDQ, as well as the period of such differing MDQ levels, shall be specified in the Agreement.

- (2) Indicate desired options for Rate Schedules ETS and FTS-3.

- (3) For Storage related Transportation under Rate Schedules ETS, FTS-1, FTS-2, FTS-4 and FTS-4L, Transporter may permit a Shipper to have a Maximum Daily Quantity during the Summer Period equal to the Base Maximum Daily Injection Quantity; provided, however, that the only Primary Delivery Point during such Summer Period shall be the Point of Injection/Withdrawal and further, Transporter may permit a Shipper to have a Maximum Daily Quantity during the Winter Period equal to Shipper's Base Maximum Daily Withdrawal Quantity for Rate Schedule FSS provided that the only Primary Receipt Point during such Winter Period shall be the Point of Injection/Withdrawal.

- (4) For Rate Schedule FSS, Transporter may, on a not unduly discriminatory basis, agree to differing levels in the Shipper's Base Maximum Daily Withdrawal Quantity ("Base MDWQ") during the term of Shipper's contract. Shipper's Base MDWQ and any differing levels in the Base MDWQ, as well as the period of such differing Base MDWQ levels, shall be specified in the Agreement.

- (i) Winter Period only, or Flexible Entitlements; and
(ii) With storage ratchets or without storage ratchets.

- (5) For Rate Schedule DDS, the Maximum Storage Quantity.
- (6) For Rate Schedule NNS, the No-Notice Entitlements (NNE), the Designated Storage Account FSS Agreement Number and the NNS Storage Transportation Agreement Number.

(h) Further Agreement.

Describe any other terms and conditions desired.

(i) Notices.

Name, address, representative, telephone, e-mail address and/or fax number for invoices, statements and all other matters.

6.18.12 In-Field Storage Transfers.

Transporter or any Shipper receiving storage service from Transporter shall be entitled to transfer, in-field, any of its Working Storage Gas to another Shipper or to Transporter, provided, however, that Transporter may restrict such transfers when the transfer results in an increase in Transporter's service obligations and such increase would in Transporter's reasonable judgment impair Transporter's ability to meet all of its other service obligations of equal or higher priority. Furthermore, Transporter may restrict a Shipper's ability to transfer any of its Working Storage Gas to another Shipper or to Transporter during those periods when its Base MDWQ is equal to zero.

FORM OF AGREEMENT
(For use under Transporter's Rate Schedules
ETS, STS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L, FSS,
PTS-2 and NNS)

Date: _____

Contract No. _____

SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and _____ (Shipper name).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. AUTHORITY FOR TRANSPORTATION SERVICE:

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

2. RATE SCHEDULE: _____

3. CONTRACT QUANTITIES:

Receipt Points - see Exhibit attached hereto (if applicable).
Delivery Points - see Exhibit attached hereto (if applicable).
Primary Routes - see Exhibit attached hereto (if applicable).
Contract Quantities - see Exhibit attached hereto (if applicable).

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

(Optional for FSS and Transportation Agreements Used for Injection Into Storage)

Shipper desires to maintain the MDQ delivered to the city gate from storage in the event of a change in Transporter's Use %. Therefore, subject to available capacity, if Transporter's Use %, as stated in Transporter's Tariff changes, Transporter shall (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b)

if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s), associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

_____ Shipper elects changes per subpart (a) only.

_____ Shipper elects changes per subpart (a) and (b).

(if applicable)

If Transportation Service is to be provided at differing levels during the term of the Agreement, those quantities are set forth in the Primary Route Exhibit.

(if applicable)

If Transportation Service is to be provided at differing levels during the term of the Agreement, those quantities are set forth in the Contract Quantity Exhibit.

4. TERM OF AGREEMENT:

_____ to

Right of First Refusal:

(whichever option is applicable)

Regulatory (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff); (or)

Contractual (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2); (or)

Not Applicable to this Agreement.

(if applicable)

If Transportation Service is to be provided on a seasonal basis or for non-consecutive months during the term of the Agreement, those periods are set forth in the Primary Route Exhibit attached hereto.

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

6. INCORPORATION BY REFERENCE:

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

TRANSPORTER:
ANR Pipeline Company
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Services

SHIPPER:

_____ (Shipper Name)
_____ (Address)
_____ (City, State, Zip)

Attention: _____
Telephone: _____
FAX: _____
E-mail: _____

INVOICES AND STATEMENTS:

_____ (Shipper Name)
_____ (Address)
_____ (City, State, Zip)

Attention: _____

Telephone: _____

FAX: _____

E-mail: _____

8. FURTHER AGREEMENT

(This part to be utilized when necessary to specify other provisions permitted to be negotiated by Transporter's Tariff. Write None or specify the agreement)

(if applicable)

Pursuant to Section 5.5.4 of Rate Schedule FTS-3 of Transporter's Tariff, Shipper elects the short notice start-up and shut-down optional service.

(if applicable)

Pursuant to Section 5.5.5 of Rate Schedule FTS-3 of Transporter's Tariff, Shipper elects the variation of deliveries optional service.

(if applicable)

Pursuant to Section 6.3.2 of Transporter's Tariff, Transporter will make a Contribution in Aid of Construction subject to the terms and condition(s) as stipulated herein:

(if applicable)

Pursuant to Section 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein:

(if applicable)

Pursuant to Section 6.32 of Transporter's Tariff, Shipper elects the Reduction Option[s] under: _____ [Section 6.32.1-Loss of Load, or Section 6.32.2-Plant Outage, or Section 6.32.3-Regulatory Unbundling Order, or Section 6.32.4-Sole Supply Customer, or Section 6.32.5-Other Reduction Options (as further described below)]. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

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

SHIPPER: _____

TRANSPORTER: ANR Pipeline Company

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Amendment Reason: _____ Change Primary Point(s) (Must extend through term of Agreement)
 _____ Elevation of Secondary Point to Primary
 _____ Other (Reason)_____

If Amended Service Request is from a Capacity Release Replacement Shipper:

Replacement Shipper Contract #: _____
 Releasing Shipper Contract #: _____

3. CONTRACT TERM From: _____ To: _____
 Amendment Effective Date: _____
 (Unless otherwise agreed, Agreements for Rate Schedule FSS of at least twelve (12) consecutive months must end on March 31. Agreements for Rate Schedule STS must end on March 31.)

4. RATE SCHEDULE

_____ ETS _____ FSS _____ ITS _____ PTS-1
 _____ STS _____ DDS _____ ITS-3 _____ PTS-2
 _____ FTS-1 _____ MBS _____ IPLS _____ PTS-3
 _____ FTS-2 _____ NNS _____ IWS
 _____ FTS-3 _____ MSA (Master Service Agreement for
 _____ FTS-4 Capacity Release)
 _____ FTS-4L

Associated Gathering Contract? _____ Yes _____ No

5. CONTRACT QUANTITIES

(A) Primary Routes for Rate Schedules ETS, FTS-1, FTS-2, STS, FTS-3, FTS-4, FTS-4L and PTS-2

<u>Start Date</u>	<u>End Date</u>	<u>Receipt Point</u>		<u>Delivery Point</u>		<u>MDQ</u> <u>Dth/Day</u>	<u>MHQ</u> <u>Dth/Hour</u>
		<u>No.</u>	<u>Name</u>	<u>No.</u>	<u>Name</u>		
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

See ANR point catalog for complete description. If a point that is not in ANR's point catalog is being requested, please provide a complete description.

If Requestor/Shipper is agreeable to lesser MDQ(s) when the above requested MDQ(s) capacity is not currently available, please identify acceptable lesser MDQ(s) below:

- _____ Requested MDQ(s) only; or
- _____ Acceptable minimum MDQ(s), by date and transportation path, as identified below:

- (B) Rate Schedule ETS Options: _____ Aggregation of Delivery Points
_____ MHQ
- (C) Rate Schedule FTS-3 Options: _____ Variation of Deliveries
(Enhanced Balancing)
_____ Short Notice Startup & Shutdown
- (D) Rate Schedule FSS

Maximum Storage Quantity (MSQ) _____ Dekatherms

Base Maximum Daily Withdrawal Quantity (MDWQ) _____ Dekatherms/day

Or:

	<u>Start Date</u>	<u>End Date</u>
_____ Dekatherms/day	_____	_____
_____ Dekatherms/day	_____	_____

- Rate Schedule FSS Options:
- _____ Winter Period Only
 - _____ Flexible Entitlements (Annual)
 - _____ With Ratchets
 - _____ Without Ratchets
 - _____ Base Maximum Daily Injection
Quantity (MDIQ) (if applicable)
Base MDIQ _____ Dekatherms/day

(E) Rate Schedule DDS

Maximum Storage Quantity Dekatherms _____

(F) Rate Schedule NNS

Delivery Location # _____ Delivery Location Name: _____

No-Notice Entitlements (NNE) _____ Dekatherms _____

Designated Storage Account and NNS Storage Transportation

_____ FSS Agreement No.

_____ ETS, FTS-1, or FTS-3 Agreement No.

6. FURTHER AGREEMENT

(Write None or specify the agreement.)

7. NOTICES

(A) Shipper Notices

Address: _____

City, State Zip: _____

Attn: _____

E-mail: _____

Phone: _____

Fax: _____

(B) Invoices and Statements _____ Same as above

Address: _____

City, State Zip: _____

Attn: _____

E-mail: _____

Phone: _____

Fax: _____

THIS TRANSPORTATION SERVICE REQUEST IS HEREBY SUBMITTED.

REQUESTOR:

_____ (Name)
_____ (Address)
_____ (City, State Zip)

By: _____

Title: _____

Date: _____

Phone: _____

Fax: _____

E-mail: _____

Appendix B

ANR Pipeline Company FERC Gas Tariff, Third Revised Volume No. 1

Marked Tariff

<u>Tariff Sections</u>	<u>Version</u>
6.1 - GT&C, Definitions	v.3.1.0
6.2.2 - GT&C, Request for Transportation	v.2.0.0
6.18.12 - GT&C, In-Field Storage Transfers	v.2.0.0
7.1 - Service Agreements, Transporter's Firm Rate Schedules	v.5.0.0
7.4 - Service Agreements, Transportation Service Request Form	v.4.0.0

6.1 DEFINITIONS

1. The term "Agreement" shall mean the Service Agreement executed by the Shipper and Transporter and any exhibits, attachments and/or amendments thereto. Effective May 1, 1994, Shippers shall be required to execute a separate gathering service agreement in order to obtain service on any facilities in a Pooling Area not functionalized as transmission.
2. The term "Associated Liquefiabiles" shall mean that portion of Transporter's Gas stream that is extracted as liquid hydrocarbons at a processing plant.
3. The term "Associated Liquids" shall mean condensate (liquid hydrocarbons without free water) produced in conjunction with the production of Gas to be transported hereunder (the quantity shall not exceed 10 bbls per MMcf).
4. The term "Backhaul" shall mean the receipt and delivery of Gas which is accomplished by the Transporter's delivery of Gas at Delivery Point(s) which are upstream from the Receipt Point(s) of such Gas.
5. Unless otherwise agreed, the term "Base Maximum Daily Injection Quantity" ("Base MDIQ") shall mean the maximum quantity of Gas that Transporter is required to inject into Storage for the account of Shipper on a firm basis, and shall be equal to the MSQ divided by two hundred (200) for Rate Schedule FSS without ratchets and the MSQ divided by one hundred seventy-five (175) for Rate Schedule FSS with ratchets. Provided, further, that for Rate Schedule FSS with Flexible Entitlements and a Base MDWQ between 1/10 and 1/49 of its MSQ, the Base MDIQ shall be a mutually agreeable amount.
6. Unless otherwise agreed, ~~the~~ term "Base Maximum Daily Withdrawal Quantity" ("Base MDWQ") shall mean the maximum quantity of Gas that Transporter is required to withdraw from Storage for a Shipper, and shall be at least one-two hundred and thirteenth (1/213) but not more than one tenth (1/10) of the MSQ.
7. The term "Burner Tip Actual" ("BTA") shall mean quantities of Gas that have been electronically measured at the point of actual consumption for Rate Schedule FTS-3, ITS-3 and MBS Shippers and submitted via electronic measurement system to Transporter; provided, however, that if deliveries at the point of actual consumption include commingled deliveries from another supply source, the Shipper or Shipper's designee must identify the quantity attributable to each supply source, subject to verification of same by the intervening downstream transporter, including Transporter's deliveries within four (4) hours after the close of the applicable Day.

8. The term "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions in Canada and Mexico.
9. The term "BTA Stand-Alone Option" shall mean service to a Notice Service Shipper that has elected and qualified to have deliveries allocated on a BTA basis and agreed to the installation of flow control facilities at the point of consumption.
10. The term "BTU" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at sixty (60) degrees Fahrenheit, and is the International Btu. The reporting basis for BTU is 14.73 psia at 60 degrees F (101.325 kPa at 15 degrees C) and dry; and for gigacalorie it is 1.035646 Kg/cm² at 15.6 degrees C, and dry.

For purposes of this term, and the term Mcf in Section 6.1(45) below, NAESB WGQ takes no position on the basis upon which transactions are communicated to trading partners and/or regulatory agencies, as applicable, nor does NAESB WGQ state whether transactions may take place between parties on a volumetric basis.

11. The term "Cashout" shall mean the monetary settlement of quantities of Gas owed to or by Transporter or third parties, as further described in Section 6.15 of these General Terms and Conditions.
12. The term "Cashout Price" shall mean the price determined pursuant to Section 6.15 of these General Terms and Conditions.
13. The term "Catalog Receipt Point(s)" shall mean any eligible Transmission Receipt Point(s) located in a Pooling Area.
14. The term "Central Clock Time" or "CCT" shall mean Central Standard Time ("CST") except when Daylight Savings Time is in effect, when it shall mean one hour in advance of CST. All times referenced in this Tariff shall be in CCT.
15. The term "Commission" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority.
16. The term "Confirmed Price" shall mean the Transportation rate inclusive of all applicable fees and surcharges agreed upon by Transporter and Shipper.
17. The term "Cycling Fuel" shall mean the quantity of Gas equal to Transporter's Use (%) for Rate Schedule FSS times the quantity of Working Storage Gas in excess of twenty percent (20%) of Shipper's MSQ at the end of the Winter Period.

18. The term "Day" shall mean a period of consecutive hours, beginning at 9:00 a.m., and ending on the following 9:00 a.m.
19. The term "DDS Maximum Daily Injection Quantity" shall mean one thirtieth (1/30) of the Maximum Storage Quantity.
20. The term "DDS Maximum Daily Withdrawal Quantity" shall mean (a) the Working Storage Gas as of the last Day of the prior Service Month divided by the number of Days in the current Service Month or, if applicable, (b) the Working Storage Gas divided by the number of remaining Days in the Service Month as of the date that Transporter notifies Shipper that it must withdraw all of its Working Storage Gas within forty-five (45) Days.
21. The term "Dekatherm" (or "Dth") shall mean the quantity of heat energy which is equivalent to one (1) million (1,000,000) BTU; thus the term MDth shall mean one (1) thousand (1,000) Dth. The conversion factor between Dth and gigajoule, the standard measure of heat energy in Canada, is 1.055056 gigajoules per Dth. The conversion factor between Dth and gigacalorie, the standard measure of heat energy in Mexico, is 0.251996 gigacalories per Dth.
22. The term "Delivery Point" shall mean either (a) a Headstation, (b) the Point of Injection/Withdrawal, or (c) a point on Transporter's Pipeline System that Shipper and Transporter shall agree upon, where Gas exits facilities owned by Transporter, and is metered.
23. The term "Delivery Point MDQ" shall mean the greatest number of Dekatherms that Transporter is obligated to deliver to or on behalf of Shipper on any Day at the applicable Primary Delivery Point.
24. The term "Delivery Point Operator" shall mean the party that is responsible for operating the facilities that are immediately downstream of the applicable Delivery Point.
25. The term "Designated Storage Account" shall mean any Agreement pursuant to Rate Schedule FSS that is designated by the Shipper pursuant to Rate Schedule NNS, for which quantities are to be allocated under Rate Schedule NNS for debiting and crediting.
26. The term "Hydrocarbon Dewpoint" shall mean cricondenthem, the highest temperature at which the hydrocarbon vapor-liquid equilibrium may be present. The Hydrocarbon Dewpoint (cricondenthem) calculations are performed using the Peng-Robinson equation of state.

27. The term "HDP Segment(s)" shall have the meaning as defined in Section 6.13 paragraph 3.
28. The term "HDP Problem(s)" shall mean actual or anticipated operational problems on Transporter's system specifically related to actual or anticipated hydrocarbon liquid fallout.
29. The term "Extreme Condition Situation" shall mean that (a) on any portion of Transporter's Pipeline System throughput approaches capacity, or (b) weather conditions exist, or (c) operating pressures on an affected portion of Transporter's Pipeline System are significantly less than or greater than normal operating pressures, such that Transporter's ability to receive or deliver quantities of Gas in accordance with its service obligations is impaired.
30. The term "Electronic Communication" shall mean the transmission of information via Transporter's Internet site, electronic delivery mechanism prescribed by NAESB or other mutually agreed communication methodologies used to transmit and receive information, including communication by telephone.
31. The term "Electronic Delivery Mechanism" or "EDM" shall mean the Electronic Communication methodology used to transmit and receive data related to gas transactions. Transporter and Shipper shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate party. Transporter's use and implementation of EDM shall conform to all appropriate NAESB standards.
32. The term "Equivalent Quantities" shall mean a quantity of Gas containing an amount of Dekatherms equal to the amount of Dekatherms received by Transporter for the account of Shipper at the Receipt Point(s) reduced, where applicable, by the Dekatherms removed for Transporter's Use, third party use, and treatment and processing of Shipper's Gas, all as attributable to Transportation of Shipper's Gas.
33. The term "Flash Gas" shall mean gaseous hydrocarbons that either vaporize or are vaporized (including flare and vent gas) from liquefied hydrocarbons within facilities located onshore.
34. The term "Gas" shall mean natural gas, including gas cap gas, casinghead gas produced with crude oil, gas from gas wells, gas from condensate wells, Associated Liquefiables and synthetic natural gas, or any mixture of these gases meeting the quality standards under Section 6.13 of these General Terms and Conditions.

35. The term "Gas Delivered Hereunder" shall mean the quantities of Gas allocated to Shipper by Transporter, as determined in accordance with the provisions of Section 6.14 of these General Terms and Conditions.
36. The term "GEMS[™]" shall mean Transporter's electronic communication system which shall be available to any Shipper.
37. The term "Headstation" shall mean (a) Transporter's compressor station located at Eunice, Louisiana; (b) Transporter's compressor station located at Greensburg, Kansas; or (c) subject to operational feasibility, any single Delivery Point in a Pooling Area.
38. The term "Hub" shall mean (a) all interconnections with other transporters or storage service providers and Transporter, located between Transporter's compressor station at Sandwich, Illinois and the Crown Point, Indiana interconnect point (the ANR Joliet Hub), (b) all interconnections with other transporters or storage service providers and Transporter, located between Transporter's meter station at Glen Karn, Ohio and the terminus of the Lebanon Lateral in Ohio (the ANR Lebanon Hub), or (c) subject to operational or administrative feasibility, any other geographic region encompassing Transporter's facilities.
39. The term "Mainline Area Facilities" shall mean those facilities of Transporter which are not Southwest Area Facilities or Southeast Area Facilities of Transporter, and shall comprise Mainline Segments. Set forth below are the Mainline Segment location definitions:
 - (a) SOUTHEAST SOUTHERN SEGMENT: all points downstream of the Eunice, LA compressor station site and upstream of the Madisonville, KY compressor station site.
 - (b) SOUTHEAST CENTRAL SEGMENT: all points downstream of and including the Madisonville, KY compressor station site and upstream of and including the Defiance, OH compressor station site.
 - (c) SOUTHWEST SOUTHERN SEGMENT: all points downstream of the Greensburg, KS compressor station site and upstream of the Maitland, MO compressor station site.
 - (d) SOUTHWEST CENTRAL SEGMENT: all points downstream of and including the Maitland, MO compressor station site and upstream of and including the Sandwich, IL compressor station site.
 - (e) NORTHERN SEGMENT: all points downstream of the Sandwich, IL and the Defiance, OH compressor station sites.

Any Transportation from a Point of Injection/Withdrawal to a Delivery Point in the Northern Segment shall not involve the use of any other Mainline Area Facilities.

40. The term "Maximum Daily Injection Quantity" shall mean:
- (a) The Base Maximum Daily Injection Quantity if the Working Storage Gas is less than or equal to ninety percent (90%) of the MSQ; or
 - (b) Eighty percent (80%) of the Base Maximum Daily Injection Quantity if the Working Storage Gas is greater than ninety percent (90%) and less than one hundred percent (100%) of the MSQ; or
 - (c) The lesser of (1) the otherwise applicable Maximum Daily Injection Quantity or (2) the difference between the Maximum Storage Quantity and the Working Storage Gas.
41. The term "Maximum Daily Quantity" ("MDQ") shall mean the greatest number of Dekatherms that Transporter is obligated to deliver to or on behalf of Shipper on any Day.
42. The term "Maximum Daily Withdrawal Quantity" shall mean:
- (a) One hundred percent (100%) of the Base MDWQ if the Working Storage Gas is greater than twenty percent (20%) of the Maximum Storage Quantity; or
 - (b) Ninety percent (90%) of the Base MDWQ if the Working Storage Gas is greater than fifteen (15%) and less than or equal to twenty percent (20%) of the Maximum Storage Quantity; or
 - (c) Eighty percent (80%) of the Base MDWQ if the Working Storage Gas is greater than ten percent (10%) and less than or equal to fifteen percent (15%) of the Maximum Storage Quantity; or
 - (d) Seventy percent (70%) of the Base MDWQ if the Working Storage Gas is greater than five percent (5%) and less than or equal to ten percent (10%) of the Maximum Storage Quantity; or
 - (e) Sixty percent (60%) of the Base MDWQ if the Working Storage Gas is less than or equal to five percent (5%) of the Maximum Storage Quantity; or
 - (f) The lesser of the otherwise applicable Maximum Daily Withdrawal Quantity and the remaining Working Storage Gas.

43. The term "Maximum Storage Quantity" ("MSQ") shall mean the greatest number of Dekatherms that Transporter is obligated to store on behalf of Shipper.
44. The term "Maximum Transportation Quantity" shall mean the maximum quantity of Gas that Transporter is obligated to transport on any Day on behalf of Shipper from the applicable supply area.
45. The term "Mcf" shall mean one (1) thousand (1,000) cubic feet of Gas; the term MMcf shall mean one (1) million (1,000,000) cubic feet of Gas. The reporting basis for gas volumes measured in cubic feet is (at standard conditions) 14.73 psia at 60 degrees F, and dry. For cubic meters, the reporting basis is 101.325 kPa at 15 degrees C, and dry.
46. The term "Month" shall mean the period beginning on the first Day of a calendar Month and ending at the same hour on the first Day of the next succeeding calendar Month.
47. The term "Negotiated Rate" shall mean a rate or rate formula for computing a rate for service under a single rate schedule under which, for some portion of the contract term, one or more of the individual rate components may exceed the maximum charge, or be less than the minimum charge, for such component of the applicable tariff rate as set forth in Transporter's Schedule of Rates in Sections 4.1 through 4.17, 4.20 and in Section 5.19. A Negotiated Rate must be mutually agreed upon by Transporter and Shipper, and may be based on a rate design other than straight fixed-variable.
48. The term "Net Present Value" ("NPV") shall mean the discounted cash flow of expected revenues per Dekatherm of the applicable service for a term of up to twenty (20) years, using the interest rate set forth in Section 154.67(c)(2) of the Commission's Regulations.
49. The term "Nomination Route" shall mean the route used to transport Gas from the nominated Receipt Point to the nominated Delivery Point.
50. The term "No-Notice Service" shall mean service available under Rate Schedules NNS, STS and MBS.
51. The term "North American Energy Standards Board" or "NAESB" shall mean the private, consensus standards developer whose wholesale natural gas standards are developed by representatives from all segments of the natural gas industry.
52. The term "Notice Service" shall mean all Transportation Services provided by Transporter other than No-Notice Services.

53. The term "Pipeline Condensate" shall mean the hydrocarbons in a liquid state which condense out of the Transporter's facilities (Pipeline Condensate Reduction ("PCR") shall be measured in Dekatherms.)
54. The term "Plant Thermal Reduction" or "PTR" shall mean the quantity of Dekatherms removed at a processing plant and allocated in accordance with the procedures set forth in Section 6.5.2(b) of these General Terms and Conditions.
55. The term "Point of Injection/Withdrawal" shall mean Transporter's storage facilities.
56. The term "Pooler" shall mean a Shipper under Rate Schedules PTS-1, PTS-2 and PTS-3 that delivers Gas only at the Headstation to other Shippers utilizing Transporter's Mainline Area Facilities.
57. The term "Pooling Agreement" shall mean an Agreement entered into by a Pooler with Transporter.
58. The term "Pooling Area" shall mean, as to any Headstation, Transporter's facilities located upstream of that Headstation.
59. The term "Primary Delivery Point(s)" shall mean the Delivery Point(s) as specified in the Agreement.
60. The term "Primary Receipt Point(s)" shall mean the Receipt Point(s) as specified in the Agreement.
61. The term "Primary Point(s)" shall mean the Primary Delivery Point(s) and/or Primary Receipt Point(s).
62. The term "Primary Route" shall mean the shortest distance along contiguous ANR-owned transmission facilities deemed to transport Gas from the Primary Receipt Point to the Primary Delivery Point, and shall be deemed to include points of interconnection with the facilities of third parties, but shall not include transmission laterals unless the affected Shipper's Primary Receipt or Delivery Points are along any such laterals.
63. The term "Receipt Point" shall mean either (a) a Headstation, (b) the Point of Injection/Withdrawal, or (c) a point on Transporter's Pipeline System that Transporter and Shipper shall agree upon, where Gas enters facilities owned by Transporter, and is metered.
64. The term "Receipt Point MDQ" shall mean the greatest number of Dekatherms that Transporter is obligated to receive for or on behalf of Shipper on any Day at the applicable Primary Receipt Point.

65. The term "Reput" shall mean the reinstatement of a capacity release transaction that was recalled.
66. The term "Residue Gas" shall mean Transporter's Gas stream that has been reduced by PTR.
67. The term "Secondary Delivery Point" shall mean a Delivery Point that is not specified as a Primary Delivery Point.
68. The term "Secondary Receipt Point" shall mean a Receipt Point that is not specified as a Primary Receipt Point.
69. The term "Secondary Point(s)" shall mean the Secondary Delivery Point and/or the Secondary Receipt Point.
70. The term "Service Day" shall mean the Day during which Shipper receives Transportation Service pursuant to a nomination in accordance with Section 6.6 of these General Terms and Conditions.
71. The term "Service Month" shall mean the Month during which Shipper receives Transportation Services under this Tariff.
72. The term "Southeast Area Facilities" shall mean those facilities of Transporter which are located upstream or south of the Eunice, LA compressor station site property, including such site property of Transporter at Eunice, and Transporter's other onshore and offshore facilities which are not directly connected, and the Holiday Creek facilities located in Mississippi.
73. The term "Southwest Area Facilities" shall mean those facilities of Transporter which are located upstream of the Greensburg, KS compressor station site property, including such site property of Transporter at Greensburg, and Transporter's facilities in Wyoming.
74. Unless otherwise agreed, the term "Storage Contract Year" shall mean a period of consecutive Months ending on March 31 for services of at least twelve (12) consecutive Months, and shall commence and end on the Days provided in the Service Agreement for services of less than twelve (12) consecutive Months.
75. The term "Summer Period" shall mean the period from April 1 of each calendar year through October 31 of such year.
76. The term "Swing Percentage" shall mean the percentage of quantities allocated at Delivery Points to each Shipper that will be excused from overrun charges or daily

scheduling penalties, as applicable. The Swing Percentage shall be equal to ten percent (10%) of the Delivery Point nomination for such Shipper, unless Transporter shall have posted on GEMStm a notification that an Extreme Condition Situation exists. In such case, the Swing Percentage shall be equal to five percent (5%) of the Delivery Point nomination for such Shipper.

77. The terms "Tender Gas" and "Tender of Gas" shall mean that the delivering party is able and willing, and offers, to deliver Gas to the receiving party at the appropriate Receipt Point or Delivery Point.
78. The term "Term of Agreement" shall mean the period set forth in the applicable Agreement during which Shipper may take service under the Agreement and shall be any period of one Day or longer. A period must be for consecutive Days except that Transporter may agree to non-continuous periods for multiple year contracts on a not-unduly discriminatory basis.
79. The term "Transmission Delivery Point(s)" shall mean any Delivery Point which does not include any facilities functionalized as gathering.
80. The term "Transmission Receipt Point(s)" shall mean any Receipt Point which does not include any facilities functionalized as gathering.
81. The terms "Transportation" and "Transportation Service(s)" shall mean (a) storage or (b) transportation of Gas by either forward haul, exchange or Backhaul or any combination thereof which includes the use of facilities functionalized on Transporter's books as transmission and/or storage.
82. The term "Transporter" shall mean ANR Pipeline Company.
83. The term "Transporter's Pipeline System" shall mean those facilities of Transporter which are Mainline Area Facilities, Southwest Area Facilities or Southeast Area Facilities.
84. The term "Transporter's Use" shall mean the quantity of Gas required by Transporter for (1) compressor fuel and (2) lost-and-unaccounted for ("L&U") Gas for service under each Agreement, and shall be equal to the Transporter's Use (%) under each such Agreement times Receipt Point quantities tendered to Transporter.
85. The term "Transporter's EPC" shall mean the dollar amount required by Transporter to recover the cost of electric power purchased, including surcharges, by or for Transporter for use in the operation of electric powered compressor units, and shall be equal to the EPC Charge times Delivery Point quantities.

86. The term "Transporter's Use (%)" shall mean the applicable percentage of Transporter's Use, as specified in the Agreement, which shall be an allocable amount of Transporter's Use. The term "EPC Charge" shall mean the rates in \$ per Dth applicable to Transporter's rate schedules, and shall be equal to an allocable amount of Transporter's EPC. The Transporter's Use (%) and the EPC Charge shall be calculated by Transporter by appropriate engineering principles and shall include consideration of the distance of Transportation, provided, however, that no Transporter's Use (%) or EPC Charge shall be assessed on Backhaul Transportation. Except as otherwise noted herein and in Section 6.34 of these General Terms and Conditions, the determination of Transporter's Use (%) and EPC Charge in each of Transporter's annual redetermination filings, shall be based upon the transactional throughput methodology set forth in Transporter's December 4, 1997 filing in Docket No. TM97-2-48-001 as accepted by Order of the Commission dated December 31, 1997, as further amended in the December 26, 2001 Stipulation and Agreement in Docket No. RP01-259-000. For purposes of computing the Current Fuel Use (%) and the Annual Transporter's Use Adjustment (%) pursuant to Section 6.34 of these General Terms and Conditions, the fuel use associated with the CenterPoint Energy Gas Transmission Company ("CenterPoint") (formerly Arkla) transportation contract described in Section 6.26 of these General Terms and Conditions ("CenterPoint Contract") shall be allocated pro rata between the Southeast and Southwest Mainline Areas based upon the volumes delivered under the contract to each respective area. For purposes of computing the Current Fuel Use (%), the Annual Transporter's Use Adjustment (%), the Current EPC Charge and the Annual EPC Charge Adjustment pursuant to Section 6.34 of these General Terms and Conditions, the transactional throughput of the respective Mainline Area Facilities shall be adjusted based upon the direction of flow of the net physical throughput under the CenterPoint Contract such that the transactional throughput of the Mainline Area Facilities with the net physical increase in volume shall be increased by such net physical increase and an offsetting decrease in the transactional throughput shall be made to the opposite Mainline Area Facilities. Transporter will include in each of its annual filings pursuant to Section 6.34 of these General Terms and Conditions information supporting the allocation of fuel use and direction of flow of the net physical throughput between Transporter's Southeast and Southwest Mainline Areas under the CenterPoint Contract.
87. The term "Winter Period" shall mean the period from November 1 of each calendar year through March 31 of the following calendar year.
88. The term "Wire Transfer" shall mean payments made/effected by wire transfer (Fedwire, CHIPS, or Book Entry), or Automated Clearinghouse, or any other recognized electronic or automated payment mechanism that is agreed upon by Transporter in the future.

89. The term "Working Storage Gas" shall mean the quantity of Gas held in storage by Transporter for Shipper.
90. Capitalized terms not defined herein are defined pursuant to NAESB.

6.2.2 Request for Transportation.

- (a) Each request, to be considered as an acceptable and valid request, must furnish the information set forth below.

- (b) Requestor's Identification.

Name, address, representative, telephone, e-mail address and/or fax number of party requesting service.

Is Requestor affiliated with ANR? (Please answer this question with "yes" or "no" and provide the % ownership shared between the parties.)

- (c) Shipper's Identification.

Is Shipper affiliated with ANR? (Please answer this question with "yes" or "no" and provide the % ownership shared between the parties.)

(Note: the "Shipper" is the party which proposes to execute the Agreement).

- (1) Legal Name
- (2) Entity Dun & Bradstreet Number
- (3) Representative's name, phone number, fax number and/or e-mail address

- (d) Type of Request.

New Service or Amendments

If amendment is being requested, the reason for the amendment and the Agreement No(s) of the Agreement(s) being amended.

- (e) Term of Service.

New Service

- (1) Date service is requested to commence.
- (2) Date service is requested to terminate (Unless otherwise agreed, Agreements for Rate Schedule FSS of at least twelve (12) consecutive Months must end on March 31. Agreements for Rate Schedule STS must end on March 31st).

Amendment(s) Effective Date: _____

(f) Type of Service(s) Requested.

Specify which Rate Schedule service is desired.

(g) Contract Quantities (stated in Dekatherms).

- (1) For Rate Schedules ETS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L, STS and PTS-2

Specify Primary Route(s) and Primary Route(s) MDQ described by Primary Receipt Point identification name and number and Primary Delivery Point identification name and number. A Shipper's MDQ shall be a uniform quantity throughout the contract term, except that i) to the extent the requested Transportation Service is related to storage then Section 6.2.10(e) of these General Terms and Conditions applies; or ii) Transporter may, on a not unduly discriminatory basis, agree to differing levels in the Shipper's MDQ during the term of Shipper's contract. Shipper's MDQ and any differing levels in the MDQ, as well as the period of such differing MDQ levels, shall be specified in the Agreement.

- (2) Indicate desired options for Rate Schedules ETS and FTS-3.

- (3) For Storage related Transportation under Rate Schedules ETS, FTS-1, FTS-2, FTS-4 and FTS-4L, Transporter may permit a Shipper to have a Maximum Daily Quantity during the Summer Period equal to the Base Maximum Daily Injection Quantity; provided, however, that the only Primary Delivery Point during such Summer Period shall be the Point of Injection/Withdrawal and further, Transporter may permit a Shipper to have a Maximum Daily Quantity during the Winter Period equal to Shipper's Base Maximum Daily Withdrawal Quantity for Rate Schedule FSS provided that the only Primary Receipt Point during such Winter Period shall be the Point of Injection/Withdrawal.

- (4) For Rate Schedule FSS, ~~the Maximum Storage Quantity ("MSQ") and Base Maximum Daily Withdrawal Quantity for Rate Schedule FSS, which shall not be less than fifty (50) Dth, so as to avoid measurement problems relative to small quantities.~~ Transporter may, on a not unduly discriminatory basis, agree to differing levels in the Shipper's Base Maximum Daily Withdrawal Quantity ("Base MDWQ") during the term of Shipper's contract. Shipper's Base MDWQ and any differing levels in the Base MDWQ, as well as the period of such differing Base MDWQ levels, shall be specified in the Agreement.

- (i) Winter Period only, or Flexible Entitlements; and
 - (ii) With storage ratchets or without storage ratchets.
- (5) For Rate Schedule DDS, the Maximum Storage Quantity.
- (6) For Rate Schedule NNS, the No-Notice Entitlements (NNE), the Designated Storage Account FSS Agreement Number and the NNS Storage Transportation Agreement Number.
- (h) Further Agreement.

Describe any other terms and conditions desired.

- (i) Notices.

Name, address, representative, telephone, e-mail address and/or fax number for invoices, statements and all other matters.

6.18.12 In-Field Storage Transfers.

Transporter or any Shipper receiving storage service from Transporter shall be entitled to transfer, in-field, any of its Working Storage Gas to another Shipper or to Transporter, provided, however, that Transporter may restrict such transfers when the transfer results in an increase in Transporter's service obligations and such increase would in Transporter's reasonable judgment impair Transporter's ability to meet all of its other service obligations of equal or higher priority. Furthermore, Transporter may restrict a Shipper's ability to transfer any of its Working Storage Gas to another Shipper or to Transporter during those periods when its Base MDWQ is equal to zero.

FORM OF AGREEMENT
(For use under Transporter's Rate Schedules
ETS, STS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L, FSS,
PTS-2 and NNS)

Date: _____

Contract No. _____

SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and _____ (Shipper name).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. AUTHORITY FOR TRANSPORTATION SERVICE:

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

2. RATE SCHEDULE: _____

3. CONTRACT QUANTITIES:

Receipt Points - see Exhibit attached hereto (if applicable).
Delivery Points - see Exhibit attached hereto (if applicable).
Primary Routes - see Exhibit attached hereto (if applicable).
Contract Quantities - see Exhibit attached hereto (if applicable).

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

(Optional for FSS and Transportation Agreements Used for Injection Into Storage)

Shipper desires to maintain the MDQ delivered to the city gate from storage in the event of a change in Transporter's Use %. Therefore, subject to available capacity, if Transporter's Use %, as stated in Transporter's Tariff changes, Transporter shall (a) make corresponding changes to the MSQ, Base MDWQ and Base MDIQ of Shipper's FSS Agreement; and (b)

if elected below, any necessary changes to the MDQ of the injection route(s) of a firm transport agreement(s), associated with such FSS Agreement. Shipper authorizes Transporter to make such quantity changes without formal amendment by providing to Shipper a revised Exhibit for each contract affected.

_____ Shipper elects changes per subpart (a) only.

_____ Shipper elects changes per subpart (a) and (b).

(if applicable)

If Transportation Service is to be provided at differing levels during the term of the Agreement, those quantities are set forth in the Primary Route Exhibit.

(if applicable)

If Transportation Service is to be provided at differing levels during the term of the Agreement, those quantities are set forth in the Contract Quantity Exhibit.

4. TERM OF AGREEMENT:

_____ to

Right of First Refusal:

(whichever option is applicable)

Regulatory (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff); (or)

Contractual (in accordance with Section 6.22 of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.22.2); (or)

Not Applicable to this Agreement.

(if applicable)

If Transportation Service is to be provided on a seasonal basis or for non-consecutive months during the term of the Agreement, those periods are set forth in the Primary Route Exhibit attached hereto.

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

6. INCORPORATION BY REFERENCE:

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff are specifically incorporated herein by reference and made a part hereof.

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

TRANSPORTER:
ANR Pipeline Company
700 Louisiana Street, Suite 700
Houston, Texas 77002-2700
Attention: Commercial Services

SHIPPER:

_____ (Shipper Name)
_____ (Address)
_____ (City, State, Zip)

Attention: _____
Telephone: _____
FAX: _____
E-mail: _____

INVOICES AND STATEMENTS:

_____ (Shipper Name)
_____ (Address)
_____ (City, State, Zip)

Attention: _____

Telephone: _____

FAX: _____

E-mail: _____

8. FURTHER AGREEMENT

(This part to be utilized when necessary to specify other provisions permitted to be negotiated by Transporter's Tariff. Write None or specify the agreement)

(if applicable)

Pursuant to Section 5.5.4 of Rate Schedule FTS-3 of Transporter's Tariff, Shipper elects the short notice start-up and shut-down optional service.

(if applicable)

Pursuant to Section 5.5.5 of Rate Schedule FTS-3 of Transporter's Tariff, Shipper elects the variation of deliveries optional service.

(if applicable)

Pursuant to Section 6.3.2 of Transporter's Tariff, Transporter will make a Contribution in Aid of Construction subject to the terms and condition(s) as stipulated herein:

(if applicable)

Pursuant to Section 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein:

(if applicable)

Pursuant to Section 6.32 of Transporter's Tariff, Shipper elects the Reduction Option[s] under: _____ [Section 6.32.1-Loss of Load, or Section 6.32.2-Plant Outage, or Section 6.32.3-Regulatory Unbundling Order, or Section 6.32.4-Sole Supply Customer, or Section 6.32.5-Other Reduction Options (as further described below)]. To qualify for a reduction, Shipper must meet the notice, certification and/or other requirements stated in the tariff.

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

SHIPPER: _____

TRANSPORTER: ANR Pipeline Company

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANR PIPELINE COMPANY
TRANSPORTATION SERVICE REQUEST FORM

- Send:
- a) Electronically through ANR's Internet site
 - b) Fax Telecopy No. (832) 320-5677
Verification No. (832) 320-5474
 - c) E-mail to ANRMarketing@Transcanada.com
 - d) Mail to:
Marketing Department
ANR Pipeline Company
Suite 700
700 Louisiana Street
Houston, Texas 77002-2700

INFORMATION REQUIRED FOR VALID TRANSPORTATION REQUEST

1. SHIPPER

Full Legal Name: _____
Entity ID (DUNs #): _____

Contact Name: _____
Contact Phone: _____
Contact e-mail: _____

Is Requestor affiliated with ANR?

_____ NO _____ YES _____ ANR
_____ ANR Affiliate
_____ % Ownership of or _____ % Owned By ANR
or ANR Affiliate

Is Shipper affiliated with ANR?

_____ NO _____ YES _____ ANR
_____ ANR Affiliate
_____ % Ownership of or _____ % Owned By ANR
or ANR Affiliate

2. TYPE OF REQUEST

_____ New Service
_____ Amended Service _____ (Contract #)

Amendment Reason: _____ Change Primary Point(s) (Must extend through term of Agreement)
 _____ Elevation of Secondary Point to Primary
 _____ Other (Reason)_____

If Amended Service Request is from a Capacity Release Replacement Shipper:

Replacement Shipper Contract #: _____
 Releasing Shipper Contract #: _____

3. CONTRACT TERM From: _____ To: _____
 Amendment Effective Date: _____
 (Unless otherwise agreed, Agreements for Rate Schedule FSS of at least twelve (12) consecutive months must end on March 31. Agreements for Rate Schedule STS must end on March 31.)

4. RATE SCHEDULE

_____ ETS _____ FSS _____ ITS _____ PTS-1
 _____ STS _____ DDS _____ ITS-3 _____ PTS-2
 _____ FTS-1 _____ MBS _____ IPLS _____ PTS-3
 _____ FTS-2 _____ NNS _____ IWS
 _____ FTS-3 _____ MSA (Master Service Agreement for
 _____ FTS-4 Capacity Release)
 _____ FTS-4L

Associated Gathering Contract? _____ Yes _____ No

5. CONTRACT QUANTITIES

(A) Primary Routes for Rate Schedules ETS, FTS-1, FTS-2, STS, FTS-3, FTS-4, FTS-4L and PTS-2

<u>Start Date</u>	<u>End Date</u>	<u>Receipt Point</u>		<u>Delivery Point</u>		<u>MDQ</u> <u>Dth/Day</u>	<u>MHQ</u> <u>Dth/Hour</u>
		<u>No.</u>	<u>Name</u>	<u>No.</u>	<u>Name</u>		
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

See ANR point catalog for complete description. If a point that is not in ANR's point catalog is being requested, please provide a complete description.

If Requestor/Shipper is agreeable to lesser MDQ(s) when the above requested MDQ(s) capacity is not currently available, please identify acceptable lesser MDQ(s) below:

- _____ Requested MDQ(s) only; or
- _____ Acceptable minimum MDQ(s), by date and transportation path, as identified below:

- (B) Rate Schedule ETS Options: _____ Aggregation of Delivery Points
_____ MHQ
- (C) Rate Schedule FTS-3 Options: _____ Variation of Deliveries
(Enhanced Balancing)
_____ Short Notice Startup & Shutdown
- (D) Rate Schedule FSS

Maximum Storage Quantity (MSQ) _____ Dekatherms

Base Maximum Daily Withdrawal Quantity (MDWQ) _____ Dekatherms/day

Or: _____ Start Date End Date
_____ Dekatherms/day
_____ Dekatherms/day

- Rate Schedule FSS Options: _____ Winter Period Only
_____ Flexible Entitlements (Annual)
_____ With Ratchets
_____ Without Ratchets
_____ Base Maximum Daily Injection
Quantity (MDIQ) (if applicable)
Base MDIQ _____ Dekatherms/day

(E) Rate Schedule DDS

Maximum Storage Quantity Dekatherms _____

(F) Rate Schedule NNS

Delivery Location # _____ Delivery Location Name: _____
No-Notice Entitlements (NNE) Dekatherms _____

Designated Storage Account and NNS Storage Transportation
_____ FSS Agreement No.
_____ ETS, FTS-1, or FTS-3 Agreement No.

6. FURTHER AGREEMENT

(Write None or specify the agreement.)

7. NOTICES

(A) Shipper Notices

Address: _____

City, State Zip: _____
Attn: _____
E-mail: _____
Phone: _____
Fax: _____

(B) Invoices and Statements _____ Same as above

Address: _____

City, State Zip: _____
Attn: _____
E-mail: _____
Phone: _____
Fax: _____

THIS TRANSPORTATION SERVICE REQUEST IS HEREBY SUBMITTED.

REQUESTOR:

_____ (Name)
_____ (Address)
_____ (City, State Zip)

By: _____

Title: _____

Date: _____

Phone: _____

Fax: _____

E-mail: _____