



June 29, 2012

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

ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761

John A. Roscher
Director, Rates & Tariffs

tel 832.320.5675
fax 832.320.6675
email John_Roscher@TransCanada.com
web www.anrpl.com/company_info/

Re: ANR Pipeline Company
Change in FERC Gas Tariff
Docket No. RP12- -

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ ANR Pipeline Company (“ANR”) respectfully submits for filing and acceptance the tariff sections listed in Appendix A² to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”). As explained in greater detail below, ANR is proposing a revision to three (3) existing *pro forma* form of service agreements contained in Sections 7.1, 7.3, and 7.5 of its Tariff (“PFSAs”). As a housekeeping measure, ANR is proposing revisions to Tariff Section 7, as well. ANR requests that the Commission approve the tariff sections filed herein to become effective August 1, 2012.

Correspondence

The names, titles, mailing address, 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 (2011).

² Included at Appendix A are: a) Part 7 – FORM OF SERVICE AGREEMENT (“Section 7”); b) Part 7.1 – Service Agreements, Transporter’s Firm Rate Schedules (“Section 7.1”); c) Part 7.3 – Service Agreements, Associated Liquefiables Agreement (“Section 7.3”); and d) Part 7.5 – Service Agreements, Transporter’s Interruptible Rate Schedules (“Section 7.5”).

John A. Roscher
Director, Rates and Tariffs

* Joan F. Collins
Manager, Tariffs and Compliance
ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761
Tel. (832) 320-5651
E-mail: joan_collins@transcanada.com

* M. Catharine Davis
Vice President, US Pipelines Law
ANR Pipeline Company
717 Texas Street, Suite 2400
Houston, Texas 77002-2761
Tel. (832) 320-5509
Fax (832) 320-5555
E-mail: catharine_davis@transcanada.com

* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

ANR's currently effective PFSAs each contain the same provision in the RATES article of the service agreement which stipulates that ANR may seek appropriate authorization to change any rates, charges or other provisions of its Tariff, and shall have the right to place such changes in effect in accordance with the NGA. The provision continues, stating:

“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 **increased** rates in whole or in part.”

While the provision expressly states that nothing in the PFSAs deny a shipper any rights it may have under the NGA, it has recently come to ANR's attention that the specific use of the term “increased” may connote some limitation in a shipper's right to participate fully in a rate proceeding. To clarify the intent of the provision and eliminate the possibility of confusion or misunderstanding when entering into an agreement with a shipper, ANR is proposing to replace the term “increased” with “changes in” within the PFSAs.³

Additionally, ANR is seeking to eliminate non-conforming provisions in agreements between ANR and its customers which contain the change proposed in the instant filing, and thus,

³ Part 7.2 – Service Agreements, Master Service Agreement and Part 7.4 – Service Agreements, Transportation Service Request Form of ANR's Tariff do not contain the provision that is the focus of the instant filing.

eliminate the need to file with the Commission agreements which have heretofore contained provisions that deviate from the PFSAs.

As a housekeeping measure, ANR is additionally updating Section 7 to reflect the establishment of a new *pro forma* form of service agreement applicable only to ANR's interruptible services, which was approved by the Commission on February 23, 2012, in Docket No. RP12-360-000.⁴

Effective Date

ANR is requesting that the Commission approve the tariff sections filed herein and included at Appendix A to become effective August 1, 2012.

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 Section 154.7 of the Commission's regulations and Commission Order No. 714,⁵ ANR is submitting the following XML filing package, which includes:

- 1) This transmittal letter;
- 2) The proposed tariff sections (Appendix A); and
- 3) A marked version of the proposed tariff sections (Appendix B)

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.

⁴ ANR Pipeline Company, Docket No. RP12-360-000 (February 23, 2012) (unpublished Director's letter order).

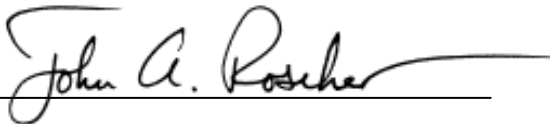
⁵ Electronic Tariff Filings, 124 FERC ¶ 61,270 (2008) ("Order No. 714").

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

Enclosures

Appendix A

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

Clean Tariff

<u>Tariff Section</u>	<u>Version</u>
7 – FORM OF SERVICE AGREEMENT	v.1.0.0
7.1 – Service Agreements, Transporter’s Firm Rate Schedules	v.3.0.0
7.3 – Service Agreements, Associated Liquefiabiles Agreement	v.1.0.0
7.5 – Service Agreements, Transporter’s Interruptible Rate Schedules	v.1.0.0

FORM OF SERVICE AGREEMENT

Firm Service Agreement

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

Master Service Agreement

Associated Liquefiabiles Agreement

Transportation Service Request Form

Interruptible Service Agreement

(For Rate Schedules ITS, ITS-3, DDS, MBS, PTS-1, PTS-3, IPLS and
IWS)

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).

4. TERM OF AGREEMENT:

_____ to

(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 GEMS™. 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
717 Texas Street, Suite 25000
Houston, Texas 77002-2761
Attention: Commercial Services

SHIPPER:

_____ (Shipper Name)
_____ (Address)
_____ (City, State, Zip)
Attention: _____
Telephone: _____
FAX: _____

INVOICES AND STATEMENTS:

_____ (Shipper Name)
_____ (Address)
_____ (City, State, Zip)
Attention: _____
Telephone: _____
FAX: _____

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)

Shipper shall be entitled to the Right of First Refusal provided for in 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.

(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: _____

ASSOCIATED LIQUEFIABLES AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and _____ (Shipper).

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:

(284B = Section 311; 284G = Blanket)

2. RATE SCHEDULE: Interruptible Transportation Service (ITS)

3. CONTRACT LOCATIONS:

To ensure accuracy in Transporter billing and invoicing for volumes transported hereunder, Transporter and Shipper hereby agree that this Agreement is to be used solely for the Transportation of quantities to the following locations, as applicable:

(a) Plant Thermal Reduction (PTR) transported to the Processing Plant, Location ID _____;

(b) Pipeline Condensate Reduction (PCR) transported to the Liquids Handling Facility, Location ID _____; and

(c) Flash Gas transported to the stabilizer Flash Gas Meter, Location ID _____.

4. TERM OF AGREEMENT:

_____, 20__ to _____, 20__, and month to month thereafter, until terminated by either party upon thirty (30) days written notice.

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMS[™] that it has agreed otherwise.

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 GEMS[™]. 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
717 Texas Street
Houston, Texas 77002-2761
Attention: Commercial Services

SHIPPER:

_____ (Shipper Name)

_____ (Address)

_____ (City, State, Zip)

Attention: _____

Telephone: _____

FAX: _____

INVOICES AND STATEMENTS:

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

Attention: _____
Telephone: _____
FAX: _____

8. FURTHER AGREEMENT:
(Write None or specify the agreement)

9. ALLOCATIONS:

Producer Representative Designee shall calculate condensate allocations and provide to Transporter for use in its distribution of volumes to those producer/shippers who hold ANR Transportation contracts.

10. IMBALANCES

The calculation of imbalances for liquefiabls is based on the difference between actual PTR reported by the plant and ANR's measured volume at receipt points where PTR replacement nominations are made.

It is the intent of the parties that Transporter be compensated in full for any reduction in BTUs in the Gas stream delivered to a processing plant attributable to processing PTR, for Flash Gas quantities allocated to Shipper, and for the Dekatherm equivalent of PCR allocated to Shipper. "Compensation in full for any reduction in BTUs" shall mean that all PTR, PCR, or Flash Gas allocated to a Shipper shall be replaced by the Shipper or the corresponding plant in accordance with contractual obligations. Any losses that were not replaced within the month shall be cashed out in accordance with Section 6.15 of Transporter's Tariff.

Further, it is the intent of the parties that persons or entities use reasonable best efforts to minimize any daily imbalance by replacing PTR, PCR and Flash Gas quantities on a daily basis and when imbalances occur to resolve such imbalances as soon as practical during such month. When Shipper is advised by Transporter by EBB, E-Mail or Fax to adjust nominations in order to resolve imbalances, Shipper will immediately comply with Transporter's request. "Immediately comply" shall mean an adjustment of Shipper's nominations, provision of an explanation as to why it cannot comply, or provision of

Shipper's good faith explanation that plant conditions warrant no change pursuant to the notice provided to Shipper by Transporter. If Transporter finds the explanation unacceptable, Transporter will inform Shipper of such and Shipper shall have until the next available nomination cycle to adjust nominations or the resultant cashout imbalances will be subject to tiering in accordance with the Cashout provisions in Section 6.15 of Transporter's Tariff.

Provided that Shipper exercises reasonable best efforts to minimize daily imbalances as provided above, Transporter will waive daily and monthly scheduling penalties and monthly imbalances will be settled pursuant to Section 6.15 of Transporter's Tariff or such other written procedures as agreed to by Shipper and Transporter.

SHIPPER: _____

TRANSPORTER: ANR Pipeline Company

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FORM OF AGREEMENT
(For use under Transporter's Rate Schedules
ITS, ITS-3, DDS, MBS, PTS-1, PTS-3,
IPLS and IWS)

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:

Contract quantities are not required to initiate interruptible Transportation Service. Contract quantities will be based upon daily scheduled nominations.

4. TERM OF AGREEMENT:

_____ to _____, and month to month thereafter, until terminated by either party upon thirty (30) days written notice.

5. RATES:

Maximum rates, charges, and fees shall be applicable for the quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as referenced herein, or in writing or by GEMStm, that they have agreed otherwise.

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 GEMS™. 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
717 Texas Street, Suite 25000
Houston, Texas 77002-2761
Attention: Commercial Services

SHIPPER:

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

Attention: _____
Telephone: _____
FAX: _____

INVOICES AND STATEMENTS:

_____ (Shipper Name)
_____ (Address)
_____ (City, State, Zip)
Attention: _____
Telephone: _____
FAX: _____

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)

(for IPLS if applicable)

The service provided under this Agreement may only be used to park or loan quantities of gas at Transporter's SE Headstation that have originated from Transporter's SE gathering receipt points.

(for PTS-1 if applicable)

The transportation service provided under this Agreement may only be used to transport quantities of gas at Transporter's SE Gathering Area Receipt Points to Transporter's SE Headstation.

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: _____

Appendix B

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

Marked Tariff

<u>Tariff Section</u>	<u>Version</u>
7 – FORM OF SERVICE AGREEMENT	v.1.0.0
7.1 – Service Agreements, Transporter’s Firm Rate Schedules	v.3.0.0
7.3 – Service Agreements, Associated Liquefiabiles Agreement	v.1.0.0
7.5 – Service Agreements, Transporter’s Interruptible Rate Schedules	v.1.0.0

FORM OF SERVICE AGREEMENT

Firm Service Agreement

(For Rate Schedules ETS, STS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L,
~~ITS, ITS-3, FSS, DDS, MBS, PTS-1, PTS-2, PTS-3, and NNS, IPLS~~
~~and IWS~~)

Master Service Agreement

Associated Liquefiabiles Agreement

Transportation Service Request Form

Interruptible Service Agreement

(For Rate Schedules ITS, ITS-3, DDS, MBS, PTS-1, PTS-3, IPLS and
IWS)

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).

4. TERM OF AGREEMENT:

_____ to

(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 ~~increased~~ 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 GEMS™. 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
717 Texas Street, Suite 25000
Houston, Texas 77002-2761
Attention: Commercial Services

SHIPPER:

_____ (Shipper Name)
_____ (Address)
_____ (City, State, Zip)
Attention: _____
Telephone: _____
FAX: _____

INVOICES AND STATEMENTS:

_____ (Shipper Name)
_____ (Address)
_____ (City, State, Zip)
Attention: _____
Telephone: _____
FAX: _____

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)

Shipper shall be entitled to the Right of First Refusal provided for in 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.

(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: _____

ASSOCIATED LIQUEFIABLES AGREEMENT

This AGREEMENT is entered into by ANR PIPELINE COMPANY (Transporter) and _____ (Shipper).

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:

(284B = Section 311; 284G = Blanket)

2. RATE SCHEDULE: Interruptible Transportation Service (ITS)

3. CONTRACT LOCATIONS:

To ensure accuracy in Transporter billing and invoicing for volumes transported hereunder, Transporter and Shipper hereby agree that this Agreement is to be used solely for the Transportation of quantities to the following locations, as applicable:

(a) Plant Thermal Reduction (PTR) transported to the Processing Plant, Location ID _____;

(b) Pipeline Condensate Reduction (PCR) transported to the Liquids Handling Facility, Location ID _____; and

(c) Flash Gas transported to the stabilizer Flash Gas Meter, Location ID _____.

4. TERM OF AGREEMENT:

_____, 20__ to _____, 20__, and month to month thereafter, until terminated by either party upon thirty (30) days written notice.

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter has advised Shipper in writing or by GEMStm that it has agreed otherwise.

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 ~~increased~~ 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 GEMStm. 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
717 Texas Street
Houston, Texas 77002-2761
Attention: Commercial Services

SHIPPER:

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

Attention: _____
Telephone: _____

FAX: _____

INVOICES AND STATEMENTS:

_____ (Shipper Name)

_____ (Address)

_____ (City, State, Zip)

Attention: _____

Telephone: _____

FAX: _____

8. FURTHER AGREEMENT:
(Write None or specify the agreement)

9. ALLOCATIONS:

Producer Representative Designee shall calculate condensate allocations and provide to Transporter for use in its distribution of volumes to those producer/shippers who hold ANR Transportation contracts.

10. IMBALANCES

The calculation of imbalances for liquefiabiles is based on the difference between actual PTR reported by the plant and ANR's measured volume at receipt points where PTR replacement nominations are made.

It is the intent of the parties that Transporter be compensated in full for any reduction in BTUs in the Gas stream delivered to a processing plant attributable to processing PTR, for Flash Gas quantities allocated to Shipper, and for the Dekatherm equivalent of PCR allocated to Shipper. "Compensation in full for any reduction in BTUs" shall mean that all PTR, PCR, or Flash Gas allocated to a Shipper shall be replaced by the Shipper or the corresponding plant in accordance with contractual obligations. Any losses that were not replaced within the month shall be cashed out in accordance with Section 6.15 of Transporter's Tariff.

Further, it is the intent of the parties that persons or entities use reasonable best efforts to minimize any daily imbalance by replacing PTR, PCR and Flash Gas quantities on a daily basis and when imbalances occur to resolve such imbalances as soon as practical during such month. When Shipper is advised by Transporter by EBB, E-Mail or Fax to adjust nominations in order to resolve imbalances, Shipper will immediately comply with Transporter's request. "Immediately comply" shall mean an adjustment of Shipper's

nominations, provision of an explanation as to why it cannot comply, or provision of Shipper's good faith explanation that plant conditions warrant no change pursuant to the notice provided to Shipper by Transporter. If Transporter finds the explanation unacceptable, Transporter will inform Shipper of such and Shipper shall have until the next available nomination cycle to adjust nominations or the resultant cashout imbalances will be subject to tiering in accordance with the Cashout provisions in Section 6.15 of Transporter's Tariff.

Provided that Shipper exercises reasonable best efforts to minimize daily imbalances as provided above, Transporter will waive daily and monthly scheduling penalties and monthly imbalances will be settled pursuant to Section 6.15 of Transporter's Tariff or such other written procedures as agreed to by Shipper and Transporter.

SHIPPER: _____

TRANSPORTER: ANR Pipeline Company

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FORM OF AGREEMENT
(For use under Transporter's Rate Schedules
ITS, ITS-3, DDS, MBS, PTS-1, PTS-3,
IPLS and IWS)

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:

Contract quantities are not required to initiate interruptible Transportation Service. Contract quantities will be based upon daily scheduled nominations.

4. TERM OF AGREEMENT:

_____ to _____, and month to month thereafter, until terminated by either party upon thirty (30) days written notice.

5. RATES:

Maximum rates, charges, and fees shall be applicable for the quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as referenced herein, or in writing or by GEMStm, that they have agreed otherwise.

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 ~~increased~~ 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 GEMStm. 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
717 Texas Street, Suite 25000
Houston, Texas 77002-2761
Attention: Commercial Services

SHIPPER:

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

Attention: _____
Telephone: _____
FAX: _____

INVOICES AND STATEMENTS:

_____ (Shipper Name)
_____ (Address)
_____ (City, State, Zip)
Attention: _____
Telephone: _____
FAX: _____

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)

(for IPLS if applicable)

The service provided under this Agreement may only be used to park or loan quantities of gas at Transporter's SE Headstation that have originated from Transporter's SE gathering receipt points.

(for PTS-1 if applicable)

The transportation service provided under this Agreement may only be used to transport quantities of gas at Transporter's SE Gathering Area Receipt Points to Transporter's SE Headstation.

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: _____