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Re: ANR Pipeline Company Change in FERC Gas Tariff Docket No. RP17- -

Ms. Kimberly D. Bose, Secretary

Federal Energy Regulatory Commission

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 ANR Pipeline Company ("ANR") submits for filing the revised tariff sections included as Appendix A to be part of its FERC Gas Tariff, Third Revised Volume No. 1 ("Tariff"), as more fully described below. ANR respectfully requests that the Commission accept the tariff sections, included herein as Appendix A, to become effective January 1, 2017.

Correspondence

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).

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- * David R. Hammel Senior Legal Counsel ANR Pipeline Company 700 Louisiana Street, Suite 700 Houston, Texas 77002-2700 Tel. (832) 320-5861 Fax (832) 320-6861 E-mail: dave_hammel@transcanada.com
- * Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

ANR is proposing in the instant filing a number of tariff modifications which include the relocation to ANR's website of the listing of points at which service under existing Rate Schedule IPLS ("IPLS") is offered; the ability for ANR and a shipper to agree to a schedule(s) for service under IPLS; a stand-alone *pro forma* form of service agreement ("PFSA") and accompanying Exhibit A for IPLS; the addition of an "if applicable" provision to ANR's firm service PFSA; as well as other housekeeping changes. The revisions are proposed in an effort to provide greater clarity, increased flexibility, and conformance with current Commission precedent. Outlined below in greater detail are the revisions proposed by ANR in the instant application.

Proposed Tariff Revisions Affecting Rate Schedule IPLS

ANR provides interruptible parking and lending service under IPLS. Section 5.9.7² of ANR's Tariff currently contains a static listing of the points at which ANR offers service under IPLS. In the instant filing, ANR is proposing to replace the point listing in Section 5.9.7 with a provision stating that ANR will instead post on its internet website those points at which service under IPLS is offered. Additionally, the revised provision states that ANR may revise its website point listing from time to time subject to operational considerations. ANR believes that by posting eligible IPLS points on its website, it will be able to react on a real-time basis to changing

² Part 5.9.7 – Rate Schedule IPLS, Points of Service ("Section 5.9.7").

operational and market conditions. Additionally, Section 5.9.1³ is being revised to state that ANR will post eligible IPLS points on its website.

ANR is proposing in the instant filing a further enhancement to its IPLS service that is intended to provide ANR and its shippers with greater parking and lending flexibility. Within Section 5.9.2,⁴ ANR is proposing the addition of a provision that allows ANR and a shipper to agree to a schedule that will apply to quantities of gas that are initially parked or loaned. On the subsequent return of such parked or loaned gas, ANR and shipper may similarly agree to a schedule. ANR notes that the addition of a schedule for parks and/or loans of gas, and the subsequent return of such gas, is consistent with earlier Commission orders.⁵

Concurrent with the changes to IPLS described above, ANR is additionally proposing herein to establish a separate PFSA that will apply exclusively to ANR's IPLS service in an effort to streamline and simplify the administration of its IPLS contracting process. To that end, ANR is proposing in the instant filing to revise its currently effective interruptible PFSA, included in Section 7.5,⁶ such that it will be applicable only to interruptible transportation and storage related services,⁷ and to establish a new PFSA, included in Section 7.6,⁸ which will be utilized for parking and lending service provided under IPLS.

Section 7.6 sets forth the terms and conditions of service to be provided under IPLS consistent with ANR's Tariff, and is being established to act as a standing agreement between ANR and a shipper. Furthermore, ANR is proposing herein that each individual IPLS transaction be set forth on an IPLS Exhibit A, included in newly added Section 7.6.1.⁹ Exhibit A is intended, by

³ Part 5.9.1 - Rate Schedule IPLS, Availability ("Section 5.9.1").

⁴ Part 5.9.2 – Rate Schedule IPLS, Applicability and Character of Service ("Section 5.9.2").

⁵ *Pls see, Northern Border Pipeline Company*, Docket No. RP16-135-000 (November 24, 2015) (unpublished Director's letter order) ("Northern Border").

⁶ Part 7.5 – Service Agreements, Transporter's Interruptible Rate Schedules ("Section 7.5").

⁷ All references to IPLS will be removed from Section 7.5 as part of the instant filing. As revised, Section 7.5 will be applicable to Rate Schedules ITS, ITS-3, DDS, MBS, PTS-1, PTS-3, and IWS. ANR further notes that it is not proposing to modify its existing interruptible transportation or storage services in any way as part of the instant filing.

⁸ Part 7.6 – Service Agreements, Transporter's IPLS Rate Schedule ("Section 7.6").

⁹ Part 7.6.1 - Service Agreements, Rate Schedule IPLS-Exhibit A ("Section 7.6.1" or "Exhibit A"). Sections 7.6 and 7.6.1 are similar to those previously approved by the Commission. *Pls see*, Northern Border, *Gas Transmission Northwest LLC*, 151 FERC ¶ 61,180 (2015), and *Gas Transmission Northwest LLC*, 136 FERC ¶ 61,022 (2011).

the completion of fill-in-the-blanks, to reflect all of the information unique to a particular IPLS transaction, including the start and end dates, the shipper's maximum quantity, the parking or lending point(s), the daily IPLS rate, and, if applicable, a schedule of the park or lend quantities as agreed to between a shipper and ANR.¹⁰

Revision to ANR's Firm Service PFSA

ANR is proposing herein to revise its firm service PFSA, included in Section 7.1,¹¹ to incorporate a provision currently permitted by ANR's Tariff. Specifically, ANR is adding fixed language, designated as "if applicable," to Article 8 (Further Agreement) of Section 7.1 which states that "Pursuant to Section 6.18.12 of [ANR's] Tariff, [ANR] may restrict Shipper's ability to transfer any of its Working Storage Gas to another shipper or to [ANR] during those periods when its Base MDWQ is equal to zero."¹² ANR is making this revision in an effort to eliminate the potential for deviations between executed service agreements and ANR's firm service PFSA where ANR and a shipper have agreed to include such provision.

As a housekeeping measure, ANR is additionally updating the Tariff's Table of Contents and Section 7^{13} to reflect the establishment of a new PFSA applicable only to IPLS.

ANR is requesting that the Commission accept the tariff sections to become effective January 1, 2017.

Effective Date

ANR respectfully requests that the Commission accept the tariff sections included as Appendix A to become effective January 1, 2017.

¹⁰ Minor revisions have been made to Section 5.9.2, and Part 5.9.4 – Rate Schedule IPLS, Operational Requirements of Transporter, of ANR's Tariff to reflect that Section 7.6.1 (Exhibit A) will contain transaction-specific information.

¹¹ Part 7.1 – Service Agreements, Transporter's Firm Rate Schedules ("Section 7.1").

¹² The subject language resides in Part 6.18.12 – General Terms & Conditions, In-Field Storage Transfers ("Section 6.18.12") of ANR's Tariff and was previously accepted by the Commission. ANR Pipeline Company, RP16-608-002 (July 5, 2016) (unpublished Director's letter order). ¹³ Part 7 – FORM OF SERVICE AGREEMENT ("Section 7").

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, ANR is submitting the following via its electronic tariff filing:

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

<u>Certificate of Service</u>

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, 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

John A. Roscher Director, Rates & Regulatory

Enclosures

Appendix A

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

Clean Tariff

Tariff Sections	<u>Version</u>
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5.9.2 – Rate Schedule IPLS, Applicability and Character of Service	v.1.0.0
5.9.4 – Rate Schedule IPLS, Operational Requirements of Transporter	v.1.0.0
5.9.7 – Rate Schedule IPLS, Points of Service	v.1.0.0
7 – FORM OF SERVICE AGREEMENT	v.2.0.0
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7.5 – Service Agreements, Transporter's Interruptible Rate Schedules	s v.3.0.0
7.6 – Service Agreements, Transporter's IPLS Rate Schedule	v.0.0.0
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Lease Dedication Agreement	$\begin{array}{c} 10.26\\ 10.27\\ 10.28\\ 10.29\\ 10.30\\ 10.30\\ 10.31\\ 10.32\\ 10.33\\ 10.34\\ 10.35\\ 10.36\\ 10.37\\ 10.38\\ 10.39\\ 10.40\\ 10.41\\ 10.42\\ 10.43\\ \end{array}$

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5.9.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the parking and lending of Gas from Transporter, subject to the following limitations:

- (a) Transporter has determined that it is operationally able to render such service;
- (b) Shipper and Transporter have executed an Agreement, or conformed an existing Agreement to be consistent with this Rate Schedule;
- (c) Transporter offers this service at the points that are posted for this Rate Schedule in the Informational Postings area on its internet website, and any other Receipt or Delivery Point, subject to operational and administrative feasibility.

5.9.2 APPLICABILITY AND CHARACTER OF SERVICE

- 1. This Rate Schedule shall apply to service which is rendered by Transporter for Shipper pursuant to an executed Agreement under this Rate Schedule.
- 2. Service under this Rate Schedule shall consist of parking and lending of Gas on any Day, provided, however, that Shipper cannot both park and lend gas on the same Day at the same Receipt Point or Delivery Point. Service rendered by Transporter under this Rate Schedule shall be interruptible and shall consist of:
 - (a) Parking Service. Parking Service is an interruptible service which provides for (1) the receipt by Transporter of Gas quantities delivered by Shipper to the point(s) of service agreed to by Transporter and Shipper for receipt of parked quantities; (2) Transporter holding the parked quantities on Transporter's Pipeline System; and (3) return of the parked quantities to Shipper at the agreed upon time and at the same point(s) or other mutually agreed upon point(s), provided, however, that Transporter is not obligated to return parked quantities on the same Day and at the same point the Gas is parked.
 - (b) Lending Service. Lending Service is an interruptible service which provides for (1) Shipper receiving Gas quantities from Transporter at the point(s) of service agreed to by Transporter and Shipper for delivery of loaned quantities of Gas; and (2) the subsequent return of the loaned quantities of Gas to Transporter at the agreed upon time and at the same point(s) or mutually agreed upon point(s), provided that, however, Transporter is not obligated to accept return of loaned Gas on the same Day and at the same point the Gas is loaned.
 - (c) Parking or Lending service shall be provided up to Shipper's Maximum Quantity as set forth on an Exhibit A of Shipper's effective Agreement under this Rate Schedule. Transporter and Shipper may agree to a schedule of the quantities to be parked or loaned, and subsequently returned, as specified in an Exhibit A of Shipper's effective Agreement.
 - (d) If Shipper and Transporter agree that Shipper may receive parked quantities or return loaned quantities at point(s) other than the point(s) of the park or loan as specified on an Exhibit A of Shipper's effective Agreement under this Rate Schedule, then Shipper and Transporter shall enter into a separate Transportation Agreement(s) to effectuate receipt or delivery of the Gas from or to the new point(s).
- 3. Service rendered under this Rate Schedule shall be provided for a minimum of a one (1) Day term. The term shall be set forth on the Agreement executed between Shipper and Transporter.

Issued: December 1, 2016 Effective: January 1, 2017

- 4. Transportation of Gas quantities for or on behalf of Shipper to or from the designated point(s) of service as specified on an Exhibit A of Shipper's effective Agreement shall not be performed under this Rate Schedule. Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver Gas quantities at the designated points of service as specified on an Exhibit A of Shipper's effective Agreement for Parking or Lending Service hereunder.
- 5. Services rendered under this Rate Schedule shall be interruptible. Interruptible services shall be available only to the extent of actual capacity as it may be available from time to time, under current conditions and shall be offered in accordance with the priorities established in the General Terms and Conditions of this Tariff.

5.9.4 OPERATIONAL REQUIREMENTS OF TRANSPORTER

- (a) Shipper may be required, upon notification from Transporter, to cease or reduce deliveries to, or receipts from, Transporter as agreed to in any Exhibit A to the Agreement under this Rate Schedule within the Day consistent with Transporter's operating requirements. Further, Shipper may be required to return loaned quantities or remove parked quantities upon notification by Transporter. Such notification shall, at a minimum, be provided by posting on Transporter's HTML page and may also be provided by other means of Electronic Communication. Transporter will not recall from (or require withdrawal by) any Shipper, on any Day, any quantity greater than one-tenth (1/10) of the Shipper's outstanding park or loan balance, but in no event shall Transporter be restricted to recalling less than 5,000 Dth from any Shipper on any Day, nor will any Shipper be permitted to extend the term of its park or loan by reason of this limitation. Transporter's notification shall specify the time frame within which parked quantities shall be removed and/or loaned quantities shall be returned, consistent with Transporter's operating conditions, but in no event shall the specified time be sooner than the next Day after Transporter's notification, subject to the following conditions:
 - (1) In the event that the specified time for removal or return of Gas quantities is the next Day, the time frame for required removal or return shall begin from the time that Shipper receives notice from Transporter. Notices provided after business hours for the next Day will be provided to Shipper via Electronic Communication. In the event that Shipper makes a timely and valid nomination in response to notification by Transporter to remove parked quantities and/or return loaned quantities, Shipper shall be deemed to have complied with Transporter's notification; and
 - (2) Unless otherwise agreed by Shipper and Transporter: (i) any parked quantity not nominated for removal within a time frame specified by Transporter's notice shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims; (ii) any loaned quantity not returned within the time frame specified by Transporter's notice shall be sold to Shipper at 150% of the Transporter's Monthly Spot Price Index pursuant to Section 6.16(b) and (c) of the General Terms and Conditions of this Tariff.
- (b) In the event parked quantities remain in Transporter's Pipeline System and/or loaned quantities have not been returned to Transporter's Pipeline System at the expiration of any Exhibit A to an Agreement executed by Shipper and Transporter under this Rate Schedule, Transporter and Shipper may mutually agree to an extended time frame and/or modified terms, including the rate, of such Exhibit A. In the event that Shipper and Transporter are unable to reach agreement, Transporter shall notify Shipper, and Shipper shall nominate for removal of the parked quantities and/or return of the loaned quantities within the time frame specified in Transporter's notice,

which in no instance shall be less than one (1) Day. Any parked quantity not nominated for removal within the time frame specified by Transporter's notice shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims. Any loaned quantities not nominated to be returned within the time frame specified by Transporter's notice shall be sold to Shipper at 150% of the Transporter's Monthly Spot Price Index pursuant to Section 6.16(b) and (c) of the General Terms and Conditions of this Tariff.

5.9.7 POINTS OF SERVICE

Transporter shall post on its Internet website the points at which service under this Rate Schedule is offered. Transporter may revise such points any time and from time to time, subject to the operational and administrative feasibility of including a particular point on Transporter's system. If Transporter removes a point where service under this Rate Schedule was previously provided, and there exists a Shipper balance at such point, service under this Rate Schedule shall remain available for such Shipper at such point for the limited purpose of reducing the balance. Transporter and Shipper may mutually agree to utilize a different posted point to reduce such balance.

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 Liquefiables Agreement
Transportation Service Request Form

Interruptible Service Agreement

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

Interruptible Park and Lend Service Service Agreement

(For Rate Schedule IPLS)

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:	

Issued: December 1, 2016 Effective: January 1, 2017 Docket No. Accepted:

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 6.18.12 of Transporter's Tariff, Transporter may restrict 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.

(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
Ву:	Ву:
Title:	Title:
Date:	Date:

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

(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:

FORM OF AGREEMENT (For use under Transporter's Rate Schedule IPLS)

Date: _____

Contract No.: _____

SERVICE AGREEMENT

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

WHEREAS, Shipper has requested Transporter to park or loan Gas on its behalf and Transporter represents that it is willing to park or loan 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 Rate Schedule IPLS 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. GENERAL:

- 2.1 Transporter and Shipper agree that the term, Shipper's Maximum Quantity, parking and lending point(s), and other such terms as applicable for each transaction under this Agreement, shall be communicated by Transporter to Shipper in an Exhibit A to confirm such terms.
- 2.2 The terms of any such Exhibit A are hereby incorporated by reference in this Agreement. Transporter and Shipper agree that the terms of each Exhibit A, together with the terms and conditions of this Agreement, constitute a single Agreement and fully describe the service to be provided and the rights and obligations of Transporter and Shipper.
- 2.3 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of Transporter having a higher priority service.

2.4 Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to this Agreement are in place, or will be in place as of the requested effective date of service.

3. TERM OF AGREEMENT:

_______to _______, and month to month thereafter, until terminated by either party upon thirty (30) days written notice. The term of each transaction shall be specified in the applicable Exhibit A.

4. RATES:

Maximum rates, charges, and fees shall be applicable for the quantities parked and/or loaned pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as set forth in an Exhibit A.

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.

5. 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.

6. 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:	

7. 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)

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.

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:

Contract No.:

ANR PIPELINE COMPANY IPLS SERVICE AGREEMENT

EXHIBIT A TO IPLS SERVICE AGREEMENT

NOW, THEREFORE, Transporter and ______ (Shipper) agree that the terms below, together with the terms and conditions of the executed IPLS Agreement, constitute a single Agreement and fully describe the service to be provided and the rights and obligations of Transporter and Shipper.

Maximum Quantity:_____Dekatherms (Dth)

IPLS Point(s):_____

IPLS Service Option:

_____ PARKING Service

_____ LENDING Service

PARK/LEND SCHEDULE		INTERIM PERIOD		RETURN SCHEDULE			
Ratable (Y or N)	Period (Date Range)	Rate (\$/Dth/D)	Interim Period (Date Range)	Interim Rate (\$/Dth/D)	Ratable (Y or N)	Return Period (Date Range)	Return Rate (\$/Dth/D)
	to		to			to	

Appendix **B**

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

Marked Tariff

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5.9.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Shipper") for the parking and lending of Gas from Transporter, subject to the following limitations:

- (a) Transporter has determined that it is operationally able to render such service;
- (b) Shipper and Transporter have executed an Agreement, or conformed an existing Agreement to be consistent with this Rate Schedule;
- (c) Transporter offers this service at the points <u>that are posted for this Rate Schedule in</u> <u>the Informational Postings area on its internet websitelisted in Section 5.9.7 of this</u> <u>Rate Schedule</u>, and any other Receipt or Delivery Point, subject to operational and administrative feasibility.

5.9.2 APPLICABILITY AND CHARACTER OF SERVICE

- 1. This Rate Schedule shall apply to service which is rendered by Transporter for Shipper pursuant to an executed Agreement under this Rate Schedule.
- 2. Service under this Rate Schedule shall consist of parking and lending of Gas on any Day, provided, however, that Shipper cannot both park and lend gas on the same Day at the same Receipt Point or Delivery Point. Service rendered by Transporter under this Rate Schedule shall be interruptible and shall consist of:
 - (a) Parking Service. Parking Service is an interruptible service which provides for (1) the receipt by Transporter of Gas quantities delivered by Shipper to the point(s) of service agreed to by Transporter and Shipper for receipt of parked quantities; (2) Transporter holding the parked quantities on Transporter's Pipeline System; and (3) return of the parked quantities to Shipper at the agreed upon time and at the same <u>pointPoint(s)</u> or other mutually agreed upon <u>pointPoint(s)</u>, provided, however, that Transporter is not obligated to return parked quantities on the same Day and at the same <u>pointPoint</u> the Gas is parked.
 - (b) Lending Service. Lending Service is an interruptible service which provides for (1) Shipper receiving Gas quantities from Transporter at the point(s) of service agreed to by Transporter and Shipper for delivery of loaned quantities of Gas; and (2) the subsequent return of the loaned quantities of Gas to Transporter at the agreed upon time and at the same <u>pointPoint(s)</u> or mutually agreed upon <u>pointPoint(s)</u>, provided that, however, Transporter is not obligated to accept return of loaned Gas on the same Day and at the same <u>pointPoint</u> the Gas is loaned.
 - (c) Parking or Lending service shall be provided up to Shipper's Maximum Quantity as set forth on an Exhibit A of Shipper's effective Agreement under this Rate Schedule. Transporter and Shipper may agree to a schedule of the quantities to be parked or loaned, and subsequently returned, as specified in an Exhibit A of Shipper's effective Agreement.
 - (ed) If Shipper and Transporter agree that Shipper may receive parked quantities or return loaned quantities at <u>pointPoint(s)</u> other than the <u>pointPoint(s)</u> of the park or loan as specified on an Exhibit A of Shipper's effective Agreement under <u>this Rate Schedule</u>, then Shipper and Transporter shall enter into a separate Transportation Agreement(s) to effectuate receipt or delivery of the Gas from or to the new <u>pointPoint(s)</u>.
- 3. Service rendered under this Rate Schedule shall be provided for a minimum of a one (1) Day term. The term shall be set forth on the Agreement executed between Shipper and Transporter.

Issued: December 1, 2016 Effective: January 1, 2017 ANR Pipeline Company FERC Gas Tariff Third Revised Volume No. 1 PART 5.9.2 5.9.2 - Rate Sch IPLS Applicability and Character of Service v.1.0.0 Superseding v.0.0.0

- 4. Transportation of Gas quantities for or on behalf of Shipper to or from the designated point(s) of service <u>as specified on an Exhibit A of Shipper's effectiveunder the</u> Agreement shall not be performed under this Rate Schedule. Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver Gas quantities at the designated points of service <u>as specified on an Exhibit A of Shipper's effective Agreement</u> for Parking or Lending Service hereunder.
- 5. Services rendered under this Rate Schedule shall be interruptible. Interruptible services shall be available only to the extent of actual capacity as it may be available from time to time, under current conditions and shall be offered in accordance with the priorities established in the General Terms and Conditions of this Tariff.

5.9.4 OPERATIONAL REQUIREMENTS OF TRANSPORTER

- (a) Shipper may be required, upon notification from Transporter, to cease or reduce deliveries to, or receipts from, Transporter hereunderas agreed to in any Exhibit A to the Agreement under this Rate Schedule within the Day consistent with Transporter's operating requirements. Further, Shipper may be required to return loaned quantities or remove parked quantities upon notification by Transporter. Such notification shall, at a minimum, be provided by posting on Transporter's HTML page and may also be provided by other means of Electronic Communication. Transporter will not recall from (or require withdrawal by) any Shipper, on any Day, any quantity greater than one-tenth (1/10) of the Shipper's outstanding park or loan balance, but in no event shall Transporter be restricted to recalling less than 5,000 Dth from any Shipper on any Day, nor will any Shipper be permitted to extend the term of its park or loan by reason of this limitation. Transporter's notification shall specify the time frame within which parked quantities shall be removed and/or loaned quantities shall be returned, consistent with Transporter's operating conditions, but in no event shall the specified time be sooner than the next Day after Transporter's notification, subject to the following conditions:
 - (1) In the event that the specified time for removal or return of Gas quantities is the next Day, the time frame for required removal or return shall begin from the time that Shipper receives notice from Transporter. Notices provided after business hours for the next Day will be provided to Shipper via Electronic Communication. In the event that Shipper makes a timely and valid nomination in response to notification by Transporter to remove parked quantities and/or return loaned quantities, Shipper shall be deemed to have complied with Transporter's notification; and
 - (2) Unless otherwise agreed by Shipper and Transporter: (i) any parked quantity not nominated for removal within a time frame specified by Transporter's notice shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims; (ii) any loaned quantity not returned within the time frame specified by Transporter's notice shall be sold to Shipper at 150% of the Transporter's Monthly Spot Price Index pursuant to Section 6.16(b) and (c) of the General Terms and Conditions of this Tariff.
- (b) In the event parked quantities remain in Transporter's Pipeline System and/or loaned quantities have not been returned to Transporter's Pipeline System at the expiration of any Exhibit A to an Agreement executed by Shipper and Transporter<u>under this Rate Schedule</u>, Transporter and Shipper may mutually agree to an extended time frame and/or modified terms, including the rate, of such Exhibit AAgreement. In the event that Shipper and Transporter are unable to reach agreement, Transporter shall notify Shipper, and Shipper shall nominate for removal of the parked quantities and/or return of the loaned quantities within the time frame specified in Transporter's

notice, which in no instance shall be less than one (1) Day. Any parked quantity not nominated for removal within the time frame specified by Transporter's notice shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims. Any loaned quantities not nominated to be returned within the time frame specified by Transporter's notice shall be sold to Shipper at 150% of the Transporter's Monthly Spot Price Index pursuant to Section 6.16(b) and (c) of the General Terms and Conditions of this Tariff.

5.9.7 POINTS OF SERVICE

Transporter shall post on its Internet website the points at which service under this Rate Schedule iscurrently offered.s this service at the points listed below: Transporter may revise such points any time and from time to time, subject to the operational and administrative feasibility of including a particular point on Transporter's system. If Transporter removes a point where service under this Rate Schedule was previously provided, and there exists a Shipper balance at such point, service under this Rate Schedule shall remain available for such Shipper at such point for the limited purpose of reducing the balance. Transporter and Shipper may mutually agree to utilize a different posted point to reduce such balance.

- (a) The Headstations as defined in Section 6.1 paragraph 37 of the General Terms and Conditions of this Tariff.
- (b) The ANR Joliet Hub as defined in Section 6.1 paragraph 38 of the General Terms and Conditions of this Tariff.
- (c) The Brownsville Power Haywood Delivery Point located downstream of the Brownsville compressor station located on Transporter's Southeast Southern Segment at Brownsville, Tennessee.
- (d) The Bedison Delivery Point located downstream of the Maitland compressor station located on Transporter's Southwest Central Segment at Maitland, Missouri.
- (e) The Glen Karn Meter Station located on Transporter's Southeast Central Segment near Glen Karn, Ohio.
- (f) The Michigan Consolidated Gas Company Delivery Point located on Transporter's Northern Segment at Willow Run, Michigan.
- (g) The Wauseon Delivery Point located on Transporter's Northern Segment at Wauseon, Ohio.
- (h) The Panola County Interconnection located on Transporter's Southeast Southern Segment at Batesville, Mississippi.
- (i) The Weakley County Interconnection located in Transporter's Southeast Southern Segment near Gleason, Tennessee.
- (j) The Napoleon Interconnect located on Transporter's Northern Segment in Henry County, Ohio.

- (k) The Holland BPW Interconnect located on Transporter's Northern Segment in Allegan County, Michigan.
- (1) The South Craig Interconnect located on Transporter's Southwest Central Segment in Holt County, Missouri.
- (m) The Mone Plant Interconnect located on Transporter's Southeast Central Segment in Convoy, Ohio.
- (n) The Monee Plant Interconnect located on Transporter's Southwest Central Segment in Will County, Illinois.
- (o) The Covert Power Plant located on Transporter's Northern Segment in Covert Township, Michigan.

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 Liquefiables Agreement Transportation Service Request Form Interruptible Service Agreement (For Rate Schedules ITS, ITS-3, DDS, MBS, PTS-1, PTS-3, IPLS and IWS) Interruptible Park and Lend Service Service Agreement (For Rate Schedule IPLS)

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:	(City, State, Zip)

Issued: December 1, 2016 Effective: January 1, 2017 Docket No. Accepted:

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 6.18.12 of Transporter's Tariff, Transporter may restrict 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.

(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:

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 Transporter's Internet website, that they have agreed otherwise.

Issued: December 1, 2016 Effective: January 1, 2017 Docket No. Accepted: 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)

<u>(for IPLS if applicable)</u>

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
Ву:	By:
Title:	Title:
Date:	Date:

<u>FORM OF AGREEMENT</u> (For use under Transporter's Rate Schedule IPLS)

Date:

Contract No.: _____

SERVICE AGREEMENT

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

WHEREAS, Shipper has requested Transporter to park or loan Gas on its behalf and Transporter represents that it is willing to park or loan 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 Rate Schedule IPLS 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:

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

2. GENERAL:

- 2.1 Transporter and Shipper agree that the term, Shipper's Maximum Quantity, parking and lending point(s), and other such terms as applicable for each transaction under this Agreement, shall be communicated by Transporter to Shipper in an Exhibit A to confirm such terms.
- 2.2 The terms of any such Exhibit A are hereby incorporated by reference in this Agreement. Transporter and Shipper agree that the terms of each Exhibit A, together with the terms and conditions of this Agreement, constitute a single Agreement and fully describe the service to be provided and the rights and obligations of Transporter and Shipper.
- 2.3 The service under this Agreement shall be conditioned upon the availability of capacity sufficient to provide the service without detriment or disadvantage to those customers of Transporter having a higher priority service.

2.4 Shipper warrants that the requisite upstream and downstream transportation arrangements to effectuate the service to be provided pursuant to this Agreement are in place, or will be in place as of the requested effective date of service.

3. TERM OF AGREEMENT:

to , and month to month thereafter, until terminated by either party upon thirty (30) days written notice. The term of each transaction shall be specified in the applicable Exhibit A.

4. RATES:

Maximum rates, charges, and fees shall be applicable for the quantities parked and/or loaned pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as set forth in an Exhibit A.

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.

5. 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.

6. 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:	

7. 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)

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.

IN WITNESS WH	ERJ	EOF, the parties	hereto hav	ve cau	used this	Agre	eme	ent to be	sig	ned	by	their
respective Officers	or	Representatives	thereunto	duly	authorize	ed to	be	effective	as	of	the	date
stated above.		-										

SHIPPER:	TRANSPORTER: ANR Pipeline Company
<u>By:</u>	By:
Title:	Title:
Date:	Date:

Contract No.:

ANR PIPELINE COMPANY IPLS SERVICE AGREEMENT

EXHIBIT A TO IPLS SERVICE AGREEMENT

NOW, THEREFORE, Transporter and ______ (Shipper) agree that the terms below, together with the terms and conditions of the executed IPLS Agreement, constitute a single Agreement and fully describe the service to be provided and the rights and obligations of Transporter and Shipper.

Maximum Quantity: Dekathern	ns (Dth)
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IPLS Point(s):

IPLS Service Option:

PARKING Service

LENDING Service

PARE	K/LEND SCHI	EDULE	INTERIM [PERIOD	RETURN SCHEDULE			
<u>Ratable</u> (Y or N)	<u>Period</u> (Date Range)	<u>Rate</u> (\$/Dth/D)	Interim PeriodInterim Rate(Date Range)(\$/Dth/D)		<u>Ratable</u> (Y or N)			
	to		to			<u>to</u>		