



December 22, 2014

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

**ANR Pipeline Company**  
700 Louisiana Street, Suite 700  
Houston, Texas 77002-2700

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Re: ANR Pipeline Company  
Change in FERC Gas Tariff  
Docket No. RP15-\_\_\_\_\_ - \_\_\_\_\_

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,<sup>1</sup> ANR Pipeline Company (“ANR”) hereby respectfully submits for filing and acceptance the revised tariff sections listed in Appendix A<sup>2</sup> to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”). ANR is proposing to modify and update certain provisions in its Tariff as more fully described below. ANR respectfully requests that the Commission accept the tariff sections, included herein as Appendix A, to become effective February 1, 2015.

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<sup>1</sup> 18 C.F.R. Part 154 (2014).

<sup>2</sup> Specifically, Appendix A includes: a) ANR’s Tariff’s cover sheet (“Cover Sheet”); b) Part 6.2.2– GT&C, Request for Transportation (“Section 6.2.2”); c) Part 6.2.3 – GT&C, Subsequent Information (“Section 6.2.3”); d) Part 6.2.5– GT&C, Request Validity (“Section 6.2.5”); e) Part 6.2.10– GT&C, Sale of Service (“Section 6.2.10”); f) Part 6.2.12– GT&C, Extension of Service Agreements (“Section 6.2.12”); g) Part 6.14.2 – GT&C, Allocation of Receipts (“Section 6.14.2”); h) Part 6.14.4 – GT&C, Prior Period Adjustments (“Section 6.14.4”); i) Part 6.22.2– GT&C, Eligibility and Interim Sales (“Section 6.22.2”); j) Part 7.1–Service Agreements, Transporter’s Firm Rate Schedules (“Section 7.1”); k) Part 7.2–Service Agreements, Master Service Agreement (“Section 7.2”); l) Part 7.3–Service Agreements, Associated Liquefiabiles Agreement (“Section 7.3”); m) Part 7.4–Service Agreements, Transportation Service Request Form (“Section 7.4”); and n) Part 7.5–Service Agreements, Transporter’s Interruptible Rate Schedules (“Section 7.5”).

## **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:

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\* Persons designated for official service pursuant to Rule 2010.

## **Statement of the Nature, Reasons and Basis for Filing**

ANR is proposing a number of modifications to various provisions within its Tariff regarding requests for firm service; sales of available capacity; eligibility and interim sales related to right of first refusal (“ROFR”) rights; execution of contracts; prior period adjustments; and other miscellaneous and housekeeping changes, all in an effort to provide greater clarity, increased flexibility, and conformance with current Commission policy. Outlined below in greater detail are descriptions of the revisions proposed by ANR in the instant application, listed in order of appearance in the Tariff.

### **Requests for Transportation Service**

#### **Section 6.2.2 – Request for Transportation**

ANR is modifying language in Section 6.2.2(e)(2) to state that, unless otherwise agreed, Rate Schedule FSS Agreements of at least 12 consecutive months must end on March 31. This modification renders language in Section 6.2.2(e)(2) consistent with a previous language change in Section 7.4 of ANR’s Tariff, which was accepted by the Commission, as proposed.<sup>3</sup>

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<sup>3</sup> ANR Pipeline Company, Docket No. RP14-316-000 (January 10, 2014) (unpublished Director’s letter order), wherein the Commission accepted ANR’s proposal to modify language in Section 7.4(3) to provide Rate Schedule FSS storage customers of at least twelve (12) consecutive months the flexibility to mutually agree with ANR to a contract ending date other than March 31.

ANR is additionally proposing to add language to Section 6.2.2(g)(1) to clarify that ANR may agree to firm transportation service with differing maximum daily quantity (“MDQ”) levels during the term of a shipper’s contract. This service flexibility is currently provided by use of fixed language and blank spaces in Section 7.4.5(A) of ANR’s Tariff (Transportation Service Request Form), and ANR further notes that the proposed language is consistent with language accepted in other Commission determinations.<sup>4</sup> Finally, Section 6.2.2 contains other minor revisions concerning the inclusion of an email address in a transportation request submitted by a shipper.

### **Section 6.2.3 – Subsequent Information**

As a housekeeping measure, ANR is deleting paragraph (b) which pertains specifically to the information requirements for transportation service requests pursuant to Part 284, subpart B (Section 311(a) of the NGPA and Section 284.102 of the Commission’s regulations). ANR is removing such language because ANR provides transportation service pursuant to its blanket certificate authority granted under Part 284, subpart G, of the Commission’s regulations.<sup>5</sup>

### **Section 6.2.5 – Request Validity**

ANR is proposing in the instant filing to shorten the time period within which a shipper must execute and return a tendered service agreement from thirty (30) days to fifteen (15) days, unless otherwise agreed to by ANR and a shipper. This modification is intended to enhance ANR’s contracting process and, moreover, complete sales of capacity on ANR’s system in a more expeditious manner, consistent with Commission precedent.<sup>6</sup>

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<sup>4</sup> *Gas Transmission Northwest Corporation*, Docket No. RP06-180-000 (February 14, 2006) (unpublished Director’s letter order), and *Texas Eastern Transmission, LP*, 106 FERC ¶ 61,066 (2004).

<sup>5</sup> *Pls see, North Baja Pipeline, LLC*, 147 FERC ¶ 61,048 (2014), where the Commission accepted similar tariff revisions.

<sup>6</sup> *Pls see, Gas Transmission Northwest, LLC*, 148 FERC ¶ 61,216 (2014); and *Southern Natural Gas Company*, 92 FERC ¶ 61,265 at p. 61,880 (2000).

## Section 6.2.10 – Sale of Service

### First-come, First-served and Open Season Sales of Capacity

Section 6.2.10 currently allows ANR to sell available capacity on a first-come, first-served basis according to timelines as set forth in paragraphs (a) through (c), or to conduct an open season to sell such available capacity as provided in current paragraph (h). For clarification purposes, ANR has consolidated this optionality into the opening paragraph of Section 6.2.10.

ANR is proposing to modify Section 6.2.10(c)(i), which addresses sales of long-term capacity. ANR proposes to either conduct an open season for the requested capacity within five (5) business days or honor the original valid request for service.<sup>7</sup> To the extent ANR elects to conduct an open season, the shipper's original valid request would be included as a bid in the open season and such shipper would be permitted to submit a bid with greater economic value, if desired. At the end of any bidding period, ANR will award capacity to the shipper submitting the bid with the greatest economic value. The option to subject requests for long-term firm capacity to an open season bidding process will allow ANR to ensure that such capacity is "awarded to the shipper who values it most," consistent with recent Commission orders.<sup>8</sup> In *Tennessee*, the Commission indicated that it not only favors placing capacity in the hands of those who value it most highly, but also assumes that the pipeline will always seek the highest possible rate from non-affiliated shippers, since it is in a pipeline's own economic interest to do so.<sup>9</sup> In *Encana*, the Commission went on to state that it has previously approved provisions which give the pipeline the discretion to hold an open season for capacity when the pipeline believes such an open season will help it obtain the highest value for the capacity, but permit it also to sell capacity on a first-come, first-served basis when an open season is not needed for this purpose.<sup>10</sup>

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<sup>7</sup> The proposed language is intended to allow ANR to post for bid a quantity equivalent to what was requested but not necessarily reflective of the exact primary path requested. For example, if a shipper requested a long-term, short-haul agreement, ANR could post for bid a longer, marketable path that encompassed the requested path, in order to: 1) determine whether another party valued a longer path, and 2) potentially avoid the stranding of capacity.

<sup>8</sup> *Tennessee Gas Pipeline Co.*, 135 FERC ¶ 61,208 ("*Tennessee*") at P 13 (2011). See also, *Encana Marketing (USA) Inc. v. Rockies Express Pipeline LLC*, 146 FERC ¶ 61,161 ("*Encana*") at P 26 (2014), citing *Northern Natural Gas Co.*, 111 FERC ¶ 61,379 (2005); *Gas Transmission Northwest, LLC*, 148 FERC ¶ 61,216 (2014); and *Northern Natural Gas Co.*, 118 FERC ¶ 61,053 ("*NNGCo*") at P 51 (2007).

<sup>9</sup> *Tennessee* at P 13, citing *NNGCo* at P 51.

<sup>10</sup> *Encana* at P 26.

### Sales of Capacity on a Pre-arranged Basis

Within Section 6.2.10, ANR is proposing to add a provision which will allow ANR to sell, on a pre-arranged basis, available firm capacity one year or more in advance of the date that the service is to commence. The new provision, appearing as Section 6.2.10(j)(3), stipulates that if ANR sells capacity on a pre-arranged basis, ANR will post a notice on its Internet website indicating, in addition to the terms of the arrangement, that the associated capacity will be subject to an open season bidding process so that other parties will have an opportunity to submit a bid reflecting either an immediate or future need for the capacity. If another party submits a bid with a greater economic value, the shipper entering into the pre-arranged deal will have a one-time right to match the higher bid in order to retain the capacity. If the pre-arranged shipper elects not to match the greater competing bid, the associated capacity will be awarded to the shipper bidding the greatest net present value for the capacity. Permitting ANR to sell capacity with future commencement dates on a pre-arranged basis will benefit customers with long lead times who do not need capacity in the near-term, but need some assurance that they can acquire capacity for future requirements, such as for new or planned electric generation projects which require substantial lead times.<sup>11</sup> As proposed herein, ANR's posting and bidding processes for pre-arranged capacity sales will allow for an efficient allocation of capacity and ensure that available capacity is awarded to the shipper(s) willing to pay the highest net present value for such capacity, consistent with an acceptable "prearranged deal" program as articulated by the Commission in *GTN* and *Northern*.<sup>12</sup>

Furthermore, Section 6.2.10(i)(3) reflects that if ANR sells capacity on a pre-arranged basis, such capacity will be made available for transportation service on an interim basis without ROFR rights prior to the service commencement date of the pre-arranged sale. The Commission allowed such extension limitations in *GTN*, *Northern*, and *Tennessee Gas Pipeline Company*.<sup>13</sup>

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<sup>11</sup> *Gas Transmission Northwest Corp.*, 109 FERC ¶ 61,141 at P 15 (2004) ("*GTN*").

<sup>12</sup> *GTN* at PP 17 and 18, and *Northern Natural Gas Company*, 109 FERC ¶ 61,388 ("*Northern*") at PP 14, 22 through 24, 27 and 29 (2004).

<sup>13</sup> *GTN* at PP 17 and 18; *Northern* at PP 22, 24, and 26 through 29; and *Tennessee Gas Pipeline Company*, 126 FERC ¶ 61,200 at PP 9 and 12 (2009) ("*Tennessee Gas Pipeline Company*"). ANR avers that its proposed pre-arranged sales program implements posting and bidding procedures that will ensure that the shipper obtaining the capacity for the future period is the shipper that places the highest net present value on the capacity, which is the Commission's prerequisite for allowing such extension limitations.

In any posting of interim capacity, ANR will indicate limitations on extension rights that apply to such interim transportation service.

#### Miscellaneous Modifications

ANR is proposing other miscellaneous re-ordering and re-wording of existing language within Section 6.2.10 for clarification purposes, including:

- Relocation of current Section 6.2.10(e), in its entirety, to Section 6.2.10(d).
- Relocation of the second sentence of current Section 6.2.10(g) (concerning third-party storage), to Section 6.2.10(f).
- Relocation of language currently included in Section 6.2.10(f) concerning a request for transportation service related to storage, to Section 6.2.2(g)(1)(i) - GT&C, Request for Transportation.
- Elimination of duplicative language in the opening sentence of current Section 6.2.10(h), concerning open seasons.

#### **Section 6.2.12 – Extension of Service Agreements**

Section 6.2.12(b) currently allows for ANR and a shipper with a *regulatory* (emphasis added) ROFR to extend the term of such agreement so long as ANR and shipper agree to such extension prior to the initiation of ANR's ROFR procedure.<sup>14</sup> ANR is proposing herein to modify Section 6.2.12(b) to broaden ANR's and shippers' ability to negotiate contract extensions. ANR is proposing herein to make clear that the agreements eligible for extension additionally include those agreements with a contractual ROFR. Additionally, ANR is clarifying that extending a ROFR-eligible contract is completed by mutual agreement between ANR and a shipper.

#### **Allocation of Receipts and Deliveries, Daily Balancing**

##### **Section 6.14.4 – Prior Period Adjustments**

ANR is proposing in the instant filing to simplify the administration of measurement related prior period adjustments at receipt and delivery points which have heretofore been allocated to the operator of facilities either upstream or downstream of the point requiring a reallocation.

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<sup>14</sup> As currently provided in Section 6.22.3, the initiation of ANR's ROFR procedure commences at 7 to 8 months prior to an agreement's expiration.

ANR is proposing herein to revise Section 6.14.4 by eliminating language that refers to the point operator as the reallocation party, and incorporating language that will allow ANR to settle measurement related prior period adjustments directly with shippers, as set forth in existing language in Sections 6.14.1<sup>15</sup> and 6.14.2 of ANR's Tariff.

### **Right of First Refusal**

As part of the instant filing, ANR is proposing to clarify and restructure its ROFR eligibility and interim sales provisions included in Section 6.22.2, as described more fully below.

#### **Section 6.22.2 – (ROFR) Eligibility and Interim Sales**

Section 6.22.2, which currently addresses only ROFR eligibility, has been expanded to additionally address ROFR rights for capacity sold on an interim basis.

Section 6.22.2(1) addresses ROFR eligibility. ANR's proposed revisions are intended primarily to clarify and restructure the existing eligibility provisions. Specifically, proposed paragraph (c), which addresses a shipper's ability to parse its entitlement, is existing language relocated from the last paragraph of current Section 6.22.2.

Section 6.22.2(2) specifically addresses ROFR rights for capacity sold on an interim basis. Again, ANR has included revisions intended to clarify and restructure the existing interim sales related provisions currently included in Section 6.22.2. Paragraphs (a), (b), and (c) are intended to clearly set forth that capacity sold on an interim basis that has been reserved for an expansion project [paragraph (a)], or capacity sold under Rate Schedule FTS-4L [paragraph (b)], or interim service associated with capacity already under contract for a future period [paragraph (c)], is not eligible for ROFR rights. The provisions included in current Sections 6.22.2(a), (b), and (c), reflecting future sales of capacity, have been moved to a more appropriate location in newly proposed Section 6.2.10(i)(3) (Sales of Capacity on a Pre-arranged Basis), as described above.

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<sup>15</sup> Part 6.14.1 – GT&C, Allocation of Deliveries ("Section 6.14.1").

## **Other Changes**

### **Section 7.1 – Service Agreements, Transporter’s Firm Rate Schedules**

Within its *pro forma* service agreement (“PFSA”), ANR is proposing in the instant filing the addition of language to Article 4-Term of Agreement, to identify ROFR eligibility for ANR’s firm service agreements.<sup>16</sup> Three options have been added to specify the ROFR status of an agreement: 1) the agreement is eligible for a regulatory ROFR; 2) the agreement is eligible for a contractual ROFR; and 3) a ROFR is not applicable to the agreement. The modification is intended to eliminate any future misunderstanding or confusion about an agreement’s ROFR status. Consistent with the addition of ROFR eligibility in Article 4, ANR is eliminating the optional contractual ROFR provision currently included in Article 8 – Further Agreement, of the PFSA.

### **Section 7.4 – Service Agreements, Transportation Service Request Form**

Currently, ANR’s Section 7.4 does not accommodate a firm service request from a shipper that is willing to accept a lesser capacity amount in instances where the total capacity requested is unavailable. In such situations, the shipper must submit a second request with a reduced volume subsequent to ANR informing the requestor that their initial request has been denied. This process is inefficient, cumbersome, and potentially places the impacted shippers lower in the queue when their initial request is denied.

To remedy the situation, ANR is proposing herein to revise the “Contract Quantities” portion of its service request form to allow a shipper to specify whether it will only accept the stated MDQ, or whether it will accept a lesser MDQ level. The lesser MDQ would be considered by ANR only in those instances where ANR is unable to satisfy the shipper’s desired MDQ. The modification proposed herein is similar to provisions previously accepted by the Commission in other FERC gas tariffs.<sup>17</sup>

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<sup>16</sup> The eligibility provisions for regulatory and contractual ROFR are located in Section 6.22.2 of ANR’s Tariff.

<sup>17</sup> *Pls see, Natural Gas Pipeline Company of America LLC*, Part 5.2(3)(2)(a)-Rate Schedule FTS, Valid Requests, Gas Quantities; and *Viking Gas Transmission Company*, Part 8.22.1(c)(ii)-GT&C, Requests for Service.



### **Miscellaneous / Housekeeping**

- Authority for Transportation Service - Consistent with the revision to Section 6.2.3, as described above, ANR is revising Article 1 of its Associated Liquifiabiles Agreement (Section 7.3) to similarly clarify that ANR will provide transportation service pursuant to Part 284 of the Commission's regulations.<sup>18</sup>
- Street Address Change – References to ANR's street/courier address have been updated in the instant filing within the Cover Sheet and Sections 7.1, 7.2, 7.3, 7.4, and 7.5, to reflect a change in the physical location of ANR's business office.
- References to "GEMS<sup>tm</sup>" - References to ANR's Internet website have been updated from "GEMS<sup>tm</sup>," to the more generic term(s) "Internet website" or "Transporter's Internet website" within Sections 6.2.10, 6.14.2, 7.1, 7.2, 7.3, and 7.5, which are being updated as part of the instant filing.
- References to "e-mail" - ANR is adding an e-mail address as part of its requested shipper information in Sections 6.2.2, 7.1, 7.3 and 7.4.

### **Effective Date**

ANR respectfully requests that the Commission accept the Tariff Sections listed as Appendix A to become effective February 1, 2015.

### **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 Order No. 714, ANR is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. The clean tariff sections (Appendix A); and

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<sup>18</sup> *Pls see, ANR Pipeline Company*, Docket No. RP12-360-000 (February 23, 2012) (unpublished Director's letter order), where the Commission accepted similar tariff revisions proposed by ANR concerning Section 284B service.

3. The marked tariff sections (Appendix B).

**Certificate of Service**

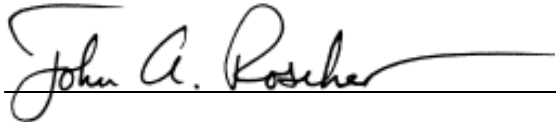
As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of ANR's existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for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

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 cursive script that reads "John A. Roscher". The signature is written in black ink 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

<b><u>Tariff Sections</u></b>	<b><u>Version</u></b>
Tariff Cover Sheet	v.1.0.0
6.2.2 – GT&C, Request for Transportation	v.1.0.0
6.2.3 – GT&C, Subsequent Information	v.1.0.0
6.2.5 – GT&C, Request Validity	v.1.0.0
6.2.10 – GT&C, Sale of Service	v.2.0.0
6.2.12 – GT&C, Extension of Service Agreements	v.1.0.0
6.14.2 – GT&C, Allocation of Receipts	v.1.0.0
6.14.4 – GT&C, Prior Period Adjustments	v.1.0.0
6.22.2 – GT&C, Eligibility and Interim Sales	v.2.0.0
7.1 – Service Agreements, Transporter’s Firm Rate Schedules	v.4.0.0
7.2 – Service Agreements, Master Service Agreement	v.2.0.0
7.3 – Service Agreements, Associated Liquefiabiles Agreement	v.2.0.0
7.4 – Service Agreements, Transportation Service Request Form	v.3.0.0
7.5 – Service Agreements, Transporter’s Interruptible Rate Schedules	v.2.0.0

FERC GAS TARIFF  
THIRD REVISED VOLUME NO. 1  
(Superseding Second Revised Volume No. 1)  
Of  
ANR PIPELINE COMPANY  
Filed With The  
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff Should  
Be Addressed To:

Joan Collins  
Manager, Tariffs and Compliance  
ANR Pipeline Company  
Mailing Address: P.O. Box 2446  
Houston, TX 77252-2446  
Courier address: 700 Louisiana Street, Suite 700  
Houston, TX 77002-2700  
Phone: (832) 320-5651  
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6.2.2 Request for Transportation.

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

- (b) Requestor's Identification.

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

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

- (c) Shipper's Identification.

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

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

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

- (d) Type of Request.

New Service or Amendments

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

- (e) Term of Service.

New Service

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

Amendment(s) Effective Date: \_\_\_\_\_

(f) Type of Service(s) Requested.

Specify which Rate Schedule service is desired.

(g) Contract Quantities (stated in Dekatherms).

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

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

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

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

- (4) For Rate Schedule FSS, the Maximum Storage Quantity ("MSQ") and Base Maximum Daily Withdrawal Quantity for Rate Schedule FSS, which shall not be less than fifty (50) Dth, so as to avoid measurement problems relative to small quantities.

(i) Winter Period only, or Flexible Entitlements; and

(ii) With storage ratchets or without storage ratchets.

- (5) For Rate Schedule DDS, the Maximum Storage Quantity.

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

(h) Further Agreement.

Describe any other terms and conditions desired.

(i) Notices.

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

### 6.2.3 Subsequent Information.

#### (a) Credit Evaluation.

- (1) Shipper's Bank References.
- (2) Shipper should submit year end audited financial statements of Shipper together with the latest quarterly report.
- (3) Shipper's Affiliates, including parent, subsidiaries of parent and of such subsidiaries, and subsidiaries of Shipper.
- (4) In the event proceedings have been commenced by or against such Shipper for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension; or in the event a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Shipper, or of a substantial part of its property, or for the winding up or liquidation of its affairs, shall have been entered, or any substantial part of the property of such Shipper shall be sequestered or attached and shall not be returned to the possession of such Shipper or released from such attachment within thirty (30) Days thereafter; or in the event such Shipper shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, Shipper shall be required to fully disclose any and all actions regarding the above described proceedings against Shipper or related parties defined in (3) above, in its request for service.
- (5) If any of the events or actions described in Section 6.2.3 paragraph (a)(4) above, shall be initiated or imposed during the term of service hereunder, Shipper shall provide notification thereof to Transporter within two (2) working Days of any such initiated or imposed event or action. Shipper shall also provide, forthwith, such additional Shipper credit information as may be reasonably required by Transporter, at any time during the term of service hereunder, to determine Shipper's creditworthiness.



#### 6.2.5 Request Validity.

Shipper's Request for Service shall be considered null and void if Transporter has tendered an Agreement for execution to Shipper and Shipper fails to execute the Agreement within fifteen (15) Days thereafter, unless otherwise agreed to by Transporter and Shipper. In determining whether it is feasible to tender an Agreement, after provision for existing requirements on Transporter's system, operating constraints and pending requests for service, Transporter will not tender a firm Agreement which relates to requests for service for which it does not have sufficient available capacity, or is unable to reasonably predict the demand requirements at the gate station to perform the service requested, in the case of service under Rate Schedules NNS and MBS. In addition Transporter shall not be required to tender an Agreement for service which Shipper cannot begin within thirty (30) Days after the date the request is made pursuant to Section 6.2.1 of these General Terms and Conditions, or such other period as the parties may agree to in writing.

#### 6.2.10 Sale of Service.

Transporter shall post available capacity on its Internet website. Capacity that becomes available may be sold on a first-come, first-served basis or may be subject to an open season bidding process. Transporter will respond to requests for Transportation Service submitted in accordance with this Section 6.2 within five (5) Business Days of Transporter's receipt of such request.

- (a) To the extent that Transporter does not consider a request acceptable and valid in accordance with Section 6.2.2, above, Transporter's response shall identify those elements of the request that cause Transporter to consider the request not acceptable and valid in accordance with Section 6.2.2, above.
- (b) To the extent that Transporter considers a request acceptable and valid in accordance with Section 6.2.2, above, Transporter's response shall state whether it is operationally feasible to provide the requested Transportation Service and whether the request for Transportation Service is granted pursuant to this Section 6.2.10, provided that Transporter shall not be obligated under any circumstances to accept requests for service at rates less than maximum rates.
- (c) To the extent that a valid request for capacity not subject to an open season is at maximum rates, is at a fixed MDQ for the requested term, and is operationally feasible for Transporter to provide, then Transporter shall take the following action for service requested within the time periods set forth below:
  - (i) Requests for a term of one year or longer that are made within six (6) months of the requested service commencement date shall obligate Transporter to either: 1) conduct an open season for the requested capacity in accordance with Section 6.2.10(i) below within five (5) Business Days of receiving such request and award such capacity to the shipper submitting the request/bid with the greatest economic value; or 2) honor such request. If Transporter conducts an open season for the requested capacity, the initial valid service request will be included in the open season, however, the shipper submitting such request may submit a bid with greater economic value during the open season;
  - (ii) Requests for a term of either a Winter Period or a Summer Period or longer, but less than one year, that are made within thirty (30) days of the requested service commencement date shall be honored;
  - (iii) Requests for a term of less than either a Winter Period or Summer Period, but longer than one month, that are made within ten (10) days of the requested service commencement date shall be honored;

- (iv) Requests for a term of one month or less that are made within six (6) days of the requested service commencement date shall be honored.
- (d) Transporter may grant, on a not unduly-discriminatory basis, requests for service made outside of the time periods set forth in Section 6.2.10(c) above.
- (e) A request for transportation services associated with a storage service request whose combined term is the same as the storage service term, and where the MDQ of the request matches, subject to an initial adjustment for Transporter's Use, the Maximum Daily Injection Quantity and the Maximum Daily Withdrawal Quantity, respectively, of the storage service, shall be a valid request and shall be administered under the same timeframe in Section 6.2.10(c)(i)-(iv) above as the storage service request regardless of whether the transportation service would be provided under multiple contracts for the injection and withdrawal periods.
- (f) When a request is made for transportation service that is associated with third-party storage, such service shall be available to similarly situated Shippers on the same terms and conditions as is transportation service associated with Transporter's storage services.
- (g) Transporter is not required to sell multiple year contracts unless the request is for continuous service at a fixed MDQ during the contract period.
- (h) Nothing in this Section 6.2.10 shall in any way limit or affect a Shipper's right, as defined under Section 6.22.3(b) of these General Terms and Conditions, to select the term of Agreement when the Shipper is willing to pay maximum rates to exercise its ROFR.
- (i) If Transporter conducts an open season it will post a notice of the open season on its Internet website to afford all potential Shippers an opportunity to acquire the capacity. Any award of capacity through an open season is subject to the requirements for service to commence as set forth in this Tariff, including Transporter's creditworthiness requirements. Any potential shipper wishing to purchase the capacity in an open season may participate in the open season. Transporter will use nondiscriminatory and objective posting, bidding and evaluation criteria, which evaluation criteria will be specified in the notice of open season, along with the details of what constitutes a valid bid request, contingencies that Transporter is willing to accept, and details of when the successful bidder(s), if any, will be identified by posting of a notice on Transporter's Internet website. Once an open season commences, all requests for service for the capacity available through the open season will be treated under this open season process.
- (j) Capacity made available in an open season may include capacity for service that commences outside of time periods set forth in Section 6.2.10(c) above, or that

includes reduction options under Section 6.32 of these General Terms and Conditions, or that has been sold on a pre-arranged basis. Transporter shall conduct an open season to sell capacity in the following circumstances:

- (1) If (i) Transporter elects to sell capacity, or a potential Shipper requests service one year or more in advance of the date that the service is to commence, (ii) capacity available to satisfy that request is not otherwise subject to a pending request for Transportation Services, and (iii) Transporter wishes to sell capacity for the interim period prior to the start of the requested service commencement date without ROFR, then Transporter shall (1) so indicate in its open season posting, (2) include a bid methodology based on a net present value analysis, and (3) include the interim capacity as available capacity to be bid on by potential Shippers in the open season.
- (2) If Transporter agrees with a potential Shipper to provide capacity reduction options in accordance with Section 6.32.5 of these General Terms and Conditions, Transporter shall (i) so indicate in its open season posting, and (ii) include a bid methodology based on a net present value analysis.
- (3) Transporter may sell, on a pre-arranged basis, available firm capacity one year or more in advance of the date that the service is to commence. If Transporter sells capacity on a pre-arranged basis, Transporter will post the terms of the pre-arranged transaction and other parties will have an opportunity to bid on the capacity. At the time Transporter enters into a pre-arranged service agreement, Transporter will post a notice on its Internet website indicating that the pre-arranged capacity will be subject to an open season bidding process for a minimum of five (5) days permitting bids for service to start immediately or anytime in the future, even if such capacity has already been subject to an open season bidding process and is currently posted as available capacity. If another party submits a bid with a higher incremental economic value, the pre-arranged Shipper will have a one-time right to match the higher bid within five (5) Business Days of notification in order to retain the capacity. If the pre-arranged Shipper elects not to match a higher competing bid, the capacity will be awarded to the creditworthy bidder bidding the greatest NPV. If there is an open season ongoing for certain capacity, Transporter will not enter into a pre-arranged deal for that capacity during the open season.

If Transporter sells capacity on a pre-arranged basis, such capacity will be made available for transportation service on an interim basis up to the commencement date of the service agreement for such capacity. For such interim service agreements, Transporter reserves the right to limit Shipper extension rights, including the right of first refusal, within the service agreement. Transporter will indicate in any open season posting of this

capacity any limitations on extension rights that will apply to such interim transportation service.

Except as otherwise set forth in Section 6.2.10(j)(1), (2), and (3) above, any open season conducted by Transporter in accordance with this Section 6.2.10(j) shall comply with Section 6.2.10(i) above.

6.2.12 Extension of Service Agreements.

- (a) Transporter and Shipper may mutually agree to the early termination of one or more Agreements in exchange for Shipper's extension of the use of all or part of the underlying capacity under new terms. To the extent that Transporter and Shipper have mutually agreed to this arrangement, Shipper need not participate in an open season for the extension nor must the underlying capacity be posted on Transporter's Internet site as unsubscribed, available capacity prior to the extension.
- (b) Prior to the expiration of the term of an Agreement, Transporter and Shipper may mutually agree to an extension of the term of the Agreement with respect to all or part of the underlying capacity (the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner).

If an Agreement has a Right of First Refusal, the mutual agreement to extend must be reached prior to initiation of the Right of First Refusal procedure pursuant to Section 6.22.3 of these General Terms and Conditions.

6.14.2 Allocation of Receipts. Each Day, allocation of actual quantities at a Receipt Point shall be made pro rata, based on nominations, to all services at each Receipt Point, provided, however, that if Transporter and operator mutually agree, Transporter shall allow the operator, if any, at any Receipt Point, to establish allocation priorities according to the following procedures:

- (a) Operator shall notify Transporter via Transporter's Internet website after or during confirmation and before start of the Service Day, that it desires to establish allocation priorities at Receipt Points utilizing any of the following methodologies: ranked, percentage, swing, or operator provided value provided, however, Transporter will not be required to agree to any of such allocation methodologies if they are operationally or administratively infeasible.
- (b) Transporter shall advise such operator of the confirmed nominations at such Receipt Points.
- (c) The operator shall establish separate allocation priorities for over and under production at the level of detail that the confirmed nominations are provided, and advise Transporter of such priorities via Transporter's Internet website before the beginning of the Day. Any confirmed nominations that do not have established allocation priorities shall be considered as having the highest priority:
  - (1) In the case of underproduction, such allocation priorities shall be used by Transporter to allocate Gas, such that Transporter shall allocate Gas to each Shipper, in order of priority designated by the operator, up to the full nomination of that Shipper, until the entire gross measured volume at such Receipt Point is allocated.
  - (2) In the case of over production, such allocation priorities shall be used by Transporter to allocate Gas, such that Transporter shall allocate Gas to each Shipper, in order of priority designated by the operator, equal to the full nomination of that Shipper, with any over produced quantities being allocated to the Shipper(s) with the lowest priority, until the entire gross measured volume at such Receipt Point is allocated.

6.14.4 Prior Period Adjustments.

- (a) In accordance with the provisions of Sections 6.12.3, 6.12.4, and 6.17 paragraphs 1 and 3 of these General Terms and Conditions, Transporter shall use the best information available to close its measurement quantities for a Service Month five (5) business days after such Service Month. To the extent that adjustments are made after the date of such close such adjustments ("Prior Period Adjustments" or "PPA") shall be treated under this Section 6.14.4. If the PPA are due to the correction of measurement data or allocations, such adjustments should be processed within six (6) Months of the applicable Service Month. If the affected party disputes the as-adjusted quantity, it is entitled to rebut the basis for the PPA, but only if it does so within three (3) Months of the processing of the as-adjusted quantity. Notwithstanding the above-specified deadlines for processing/rebutting PPAs, such deadlines shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not be diminished by this standard.
- (b) If an adjustment is required at a Receipt Point, such adjustment shall be allocated pursuant to the methodology set forth in Section 6.14.2 above.
- (c) If an adjustment is required at a Delivery Point, such adjustment shall be allocated pursuant to the methodology set forth in section 6.14.1 above.
- (d) Flash Gas shall be treated as a prior period adjustment. Transporter shall pay each operator, that submits a valid and verifiable statement to Transporter for quantities of Flash Gas, an amount (as full consideration, inclusive of taxes and any other amounts) equal to the product of the Flash Gas quantity times the one hundred percent (100%) Cashout Price for the Service Month to which the Flash Gas applies.



## 6.22.2 Eligibility and Interim Sales.

### 1. Eligibility.

- a. Any Shipper with an Agreement under Rate Schedules ETS, STS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L, PTS-2, FSS, or NNS, which is: (a) executed prior to March 26, 2000 with an initial term of one (1) year or more; or (b) after March 26, 2000, for a term of twelve (12) consecutive months or more and is at the maximum applicable tariff rate (including maximum rate Agreements of one year or more where service is not available for twelve consecutive months), may exercise a right to continue to receive service thereunder from Transporter at the expiration of its Agreement provided that Shipper gives notice to Transporter that it desires to continue its Agreement and will match (a) the longest term, and (b) the highest rate for such service, up to the maximum rate, that is offered by any other person desiring such capacity; provided, however, that Transporter shall not be obligated to provide service at less than the maximum applicable rate(s).
- b. If a Shipper's Agreement does not qualify for the right of first refusal under this Section 6.22, then Transporter in a not unduly discriminatory manner may agree otherwise with any such Shipper.
- c. The Shipper may exercise its right to retain a portion of its firm service entitlement subject to the right of first refusal; however, the Shipper may not exercise the right of first refusal for a geographic portion of its Agreement.

### 2. Capacity Sold on an Interim Basis.

The following Capacity shall not be eligible for a right of first refusal, unless otherwise noted:

- a. Capacity sold on an interim basis in accordance with Section 6.3 paragraph 3, Capacity Reserved for Expansion Projects, of these General Terms and Conditions, unless Transporter and Shipper agree to a conditional contractual right of first refusal that would take effect upon a determination that the proposed expansion project will not go forward;
- b. Capacity sold under Rate Schedule FTS-4L, unless Transporter and Shipper agree to a conditional contractual right of first refusal that would take effect upon the extension for a commensurate term of the applicable FTS-4 Agreement(s) needed to provide Transportation Service under the FTS-4L Agreement;

- c. Interim Service Agreements associated with capacity that is already under contract for a future period in accordance with Section 6.2.10(j) of these General Terms and Conditions.

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  
\_\_\_\_\_

Right of First Refusal:

(whichever option is applicable)

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

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

Not Applicable to this Agreement.

(if applicable)

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

5. RATES:

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

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such

changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

6. INCORPORATION BY REFERENCE:

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

7. NOTICES:

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

TRANSPORTER:

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

SHIPPER:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

INVOICES AND STATEMENTS:

\_\_\_\_\_ (Shipper Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, Zip)

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

8. FURTHER AGREEMENT

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

(if applicable)

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

(if applicable)

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

(if applicable)

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

(if applicable)

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

(if applicable)

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

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

SHIPPER: \_\_\_\_\_

TRANSPORTER: ANR Pipeline Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MASTER SERVICE AGREEMENT  
FOR CAPACITY RELEASE TRANSACTIONS

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

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf in the event that Shipper is awarded by Transporter capacity released on Transporter's system 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. SCOPE OF AGREEMENT:

Shipper and Transporter acknowledge that this is a Master Service Agreement entered into pursuant to Section 6.21.1.14 of Transporter's Tariff for the purpose of facilitating the capacity release process. Accordingly, Shipper agrees to be bound by the terms of its capacity release bid(s) if and when Transporter awards Shipper any such bid(s). Further, for each release transaction performed pursuant to this Agreement, Shipper agrees that, in addition to the terms and conditions of this Agreement, Shipper's rights under this Agreement shall not exceed those of the Releasing Shipper. Within one hour after Transporter has been notified of any release to Shipper, and of the term, maximum daily quantity, rate schedule, route, authority for Transportation Service, and other terms as applicable, for such release, Transporter shall issue a contract for the release transaction and shall confirm the release in writing ("Award Notice"). The terms of such Award Notice(s) are hereby incorporated by reference in this Agreement.

2. AUTHORITY FOR TRANSPORTATION SERVICE:

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

3. RATE SCHEDULE:

To be specified in the applicable Award Notice.

4. CONTRACT QUANTITIES:

To be specified in the applicable Award Notice.

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

5. TERM OF AGREEMENT:

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

(The term of any release transaction under this Agreement shall be specified in the applicable Award Notice.)

6. RATES:

The reservation rate for all quantities of gas transported on the Primary Route and/or to any Secondary Receipt Point, any Secondary Delivery Point and any secondary route within the Primary Route rate zones up to the Primary Route MDQ(s) under this Agreement shall be as stated in the capacity release bid. In addition, Shipper will be charged the applicable base tariff Commodity rate, Volumetric Surcharges, ACA, fuel and any other related fees or surcharges.

All quantities associated with the release of capacity under this agreement (i.e., a rerelease) will be at the applicable rate(s) plus all other related fees, surcharges and fuel.

All quantities associated with Secondary Receipt Points, Secondary Delivery Points and secondary routes that use additional zone(s) will be at maximum tariff rates (unless Transporter shall agree otherwise) plus all other related fees, surcharges and fuel associated with the additional zone(s).

7. 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.

8. NOTICES:

Except insofar as the Award Notice must be confirmed in writing, 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 and 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: \_\_\_\_\_

9. FURTHER AGREEMENT:

(This paragraph may address, inter alia, other terms and conditions of service to be determined in the Award Notice or any agency services that Shipper agrees Transporter shall provide.)

10. OPERATIONAL FLOW ORDERS

Shipper hereby guarantees to Transporter that each contract it has entered into in connection with the Gas to be transported under this Agreement contains a provision that permits Transporter to issue an effective Operational Flow Order pursuant to Section 6.8 of the

General Terms and Conditions of Transporter's Tariff. Shipper shall also guarantee for any supply contract for Gas that is transported via Viking Gas Transmission Company, that Transporter shall be designated a third party beneficiary.

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:

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

### 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 its Internet website 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 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:  
(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: \_\_\_\_\_

ANR PIPELINE COMPANY  
TRANSPORTATION SERVICE REQUEST FORM

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

INFORMATION REQUIRED FOR VALID TRANSPORTATION REQUEST

1. SHIPPER

Full Legal Name: \_\_\_\_\_  
Entity ID (DUNs #): \_\_\_\_\_

Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact e-mail: \_\_\_\_\_

Is Requestor affiliated with ANR?

\_\_\_\_\_ NO      \_\_\_\_\_ YES      \_\_\_\_\_ ANR  
\_\_\_\_\_ ANR Affiliate  
\_\_\_\_\_ % Ownership of or \_\_\_\_\_ % Owned By ANR  
or ANR Affiliate

Is Shipper affiliated with ANR?

\_\_\_\_\_ NO      \_\_\_\_\_ YES      \_\_\_\_\_ ANR  
\_\_\_\_\_ ANR Affiliate  
\_\_\_\_\_ % Ownership of or \_\_\_\_\_ % Owned By ANR  
or ANR Affiliate

2. TYPE OF REQUEST

\_\_\_\_\_ New Service  
\_\_\_\_\_ Amended Service      \_\_\_\_\_ (Contract #)

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

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

Replacement Shipper Contract #: \_\_\_\_\_  
 Releasing Shipper Contract #: \_\_\_\_\_

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

4. RATE SCHEDULE

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

Associated Gathering Contract? \_\_\_\_\_ Yes \_\_\_\_\_ No

5. CONTRACT QUANTITIES

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

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



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

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

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

(B) Rate Schedule ETS Options: \_\_\_\_\_ Aggregation of Delivery Points  
\_\_\_\_\_ MHQ

(C) Rate Schedule FTS-3 Options: \_\_\_\_\_ Variation of Deliveries  
(Enhanced Balancing)  
\_\_\_\_\_ Short Notice Startup & Shutdown

(D) Rate Schedule FSS

Maximum Storage Quantity (MSQ) \_\_\_\_\_ Dekatherms  
Base Maximum Daily Withdrawal Quantity (MDWQ) \_\_\_\_\_ Dekatherms/day  
Rate Schedule FSS Options: \_\_\_\_\_ Winter Period Only  
\_\_\_\_\_ Flexible Entitlements (Annual)  
\_\_\_\_\_ With Ratchets  
\_\_\_\_\_ Without Ratchets  
\_\_\_\_\_ Base Maximum Daily Injection  
Quantity (MDIQ) (if applicable)  
Base MDIQ \_\_\_\_\_ Dekatherms/day

(E) Rate Schedule DDS

Maximum Storage Quantity Dekatherms \_\_\_\_\_

(F) Rate Schedule NNS

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

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

6. FURTHER AGREEMENT

(Write None or specify the agreement.)

7. NOTICES

(A) Shipper Notices

Address: \_\_\_\_\_  
\_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Attn: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

(B) Invoices and Statements \_\_\_\_\_ Same as above

Address: \_\_\_\_\_  
\_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Attn: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

THIS TRANSPORTATION SERVICE REQUEST IS HEREBY SUBMITTED.

REQUESTOR:

\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State Zip)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

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.

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 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

<b><u>Tariff Sections</u></b>	<b><u>Version</u></b>
Tariff Cover Sheet	v.1.0.0
6.2.2 – GT&C, Request for Transportation	v.1.0.0
6.2.3 – GT&C, Subsequent Information	v.1.0.0
6.2.5 – GT&C, Request Validity	v.1.0.0
6.2.10 – GT&C, Sale of Service	v.2.0.0
6.2.12 – GT&C, Extension of Service Agreements	v.1.0.0
6.14.2 – GT&C, Allocation of Receipts	v.1.0.0
6.14.4 – GT&C, Prior Period Adjustments	v.1.0.0
6.22.2 – GT&C, Eligibility and Interim Sales	v.2.0.0
7.1 – Service Agreements, Transporter’s Firm Rate Schedules	v.4.0.0
7.2 – Service Agreements, Master Service Agreement	v.2.0.0
7.3 – Service Agreements, Associated Liquefiabiles Agreement	v.2.0.0
7.4 – Service Agreements, Transportation Service Request Form	v.3.0.0
7.5 – Service Agreements, Transporter’s Interruptible Rate Schedules	v.2.0.0

FERC GAS TARIFF  
THIRD REVISED VOLUME NO. 1  
(Superseding Second Revised Volume No. 1)  
Of  
ANR PIPELINE COMPANY  
Filed With The  
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff Should  
Be Addressed To:

Joan Collins  
Manager, Tariffs and Compliance  
ANR Pipeline Company  
Mailing Address: P.O. Box 2446  
Houston, TX 77252-2446  
Courier address: ~~717 Texas Street~~ 700 Louisiana Street, Suite 700  
Houston, TX ~~77002-2764~~ 2700  
Phone: (832) 320-5651  
Fax: (832) 320-6651



6.2.2 Request for Transportation.

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

- (b) Requestor's Identification.

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

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

- (c) Shipper's Identification.

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

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

- (1) Legal Name

- (2) Entity Dun & Bradstreet Number

- (3) Representative's name, phone number, fax number and/or e-mail ~~Mail~~ address

- (d) Type of Request.

New Service or Amendments

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

- (e) Term of Service.

New Service

- (1) Date service is requested to commence.

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

Amendment(s) Effective Date: \_\_\_\_\_

(f) Type of Service(s) Requested.

Specify which Rate Schedule service is desired.

(g) Contract Quantities (stated in Dekatherms).

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

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

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

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

- (4) For Rate Schedule FSS, the Maximum Storage Quantity ("MSQ") and Base Maximum Daily Withdrawal Quantity for Rate Schedule FSS, which shall not be less than fifty (50) Dth, so as to avoid measurement problems relative to small quantities.

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

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

(h) Further Agreement.

Describe any other terms and conditions desired.

(i) Notices.

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

### 6.2.3 Subsequent Information.

#### (a) Credit Evaluation.

- (1) Shipper's Bank References.
- (2) Shipper should submit year end audited financial statements of Shipper together with the latest quarterly report.
- (3) Shipper's Affiliates, including parent, subsidiaries of parent and of such subsidiaries, and subsidiaries of Shipper.
- (4) In the event proceedings have been commenced by or against such Shipper for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension; or in the event a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Shipper, or of a substantial part of its property, or for the winding up or liquidation of its affairs, shall have been entered, or any substantial part of the property of such Shipper shall be sequestered or attached and shall not be returned to the possession of such Shipper or released from such attachment within thirty (30) Days thereafter; or in the event such Shipper shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, Shipper shall be required to fully disclose any and all actions regarding the above described proceedings against Shipper or related parties defined in (3) above, in its request for service.
- (5) If any of the events or actions described in Section 6.2.3 paragraph (a)(4) above, shall be initiated or imposed during the term of service hereunder, Shipper shall provide notification thereof to Transporter within two (2) working Days of any such initiated or imposed event or action. Shipper shall also provide, forthwith, such additional Shipper credit information as may be reasonably required by Transporter, at any time during the term of service hereunder, to determine Shipper's creditworthiness.

#### ~~(b) Transportation pursuant to Part 284B.~~

- ~~(1) If Transportation is to be provided pursuant to Part 284B (Section 311 of the NGPA and Section 284.102 of the Commission's regulations), then prior to the initial flow of Gas to any Delivery Point, the Shipper must also certify that the Transportation of Gas will be on behalf of ("OBO") either an "intrastate pipeline" or a "local distribution company" (as defined by the NGPA), and that the OBO party will either:~~

- ~~(i) have physical custody of, and transport the Gas at some point in the transaction; or~~
  - ~~(ii) hold title to the Gas at some point either prior to, during, or after the time that the Gas is being transported by Transporter, for a purpose related to the OBO party's status and functions as an intrastate pipeline or local distribution company; or~~
  - ~~(iii) that the Gas is to be delivered to a customer of the OBO party that is either located in the service area of the OBO party, if the OBO party is a local distribution party, or is physically able to receive direct deliveries of Gas from the OBO party, if the OBO party is an intrastate pipeline. (The OBO party must also certify to Transporter that it is the on behalf of party for which the Transportation is to be provided.)~~
  - ~~(iv) Shipper must specify which of the above (i), (ii) or (iii) the OBO party satisfies and must provide the name of the OBO party.~~
  - ~~(v) The Transportation Service described in (iii) above will not commence until Transporter has received a written certification from the qualifying OBO party.~~
- ~~(2) For Transportation authorized under Section 311 of the NGPA and Section 284.102 of the Commission's regulations, if there is any change in the OBO party on whose behalf the Gas is being transported, Shipper shall notify Transporter of such change in the OBO party within two (2) Days of the change, in which case Shipper shall forfeit any earnest money deposit made pursuant to Section 6.2.1 of these General Terms and Conditions.~~

#### 6.2.5 Request Validity.

Shipper's Request for Service shall be considered null and void if Transporter has tendered an Agreement for execution to Shipper and Shipper fails to execute the Agreement within fifteen~~thirty~~ (15~~30~~) Days thereafter, unless otherwise agreed to by Transporter and Shipper. In determining whether it is feasible to tender an Agreement, after provision for existing requirements on Transporter's system, operating constraints and pending requests for service, Transporter will not tender a firm Agreement which relates to requests for service for which it does not have sufficient available capacity, or is unable to reasonably predict the demand requirements at the gate station to perform the service requested, in the case of service under Rate Schedules NNS and MBS. In addition Transporter shall not be required to tender an Agreement for service which Shipper cannot begin within thirty (30) Days after the date the request is made pursuant to Section 6.2.1 of these General Terms and Conditions, or such other period as the parties may agree to in writing.

6.2.10 Sale of Service.

Transporter shall post available capacity on its Internet website. Capacity that becomes available may be sold on a first-come, first-served basis or may be subject to an open season bidding process. Transporter will respond to requests for Transportation Service submitted in accordance with this Section 6.2 within five (5) Business Days of Transporter's receipt of such request.

- (a) To the extent that Transporter does not consider a request acceptable and valid in accordance with Section 6.2.2, above, Transporter's response shall identify those elements of the request that cause Transporter to consider the request not acceptable and valid in accordance with Section 6.2.2, above.
- (b) To the extent that Transporter considers a request acceptable and valid in accordance with Section 6.2.2, above, Transporter's response shall state whether it is operationally feasible to provide the requested Transportation Service and whether the request for Transportation Service is granted pursuant to this Section 6.2.10, provided that Transporter shall not be obligated under any circumstances to accept requests for service at rates less than maximum rates.
- (c) To the extent that a valid request for service capacity not subject to an open season is at maximum rates, is at a fixed MDQ for the requested term, and ~~it~~ is operationally feasible for Transporter to provide ~~the requested service~~, then ~~Transporter shall be obligated to grant such requests for service that are made within the time periods set forth below subject to the conditions above~~ take the following action for service requested within the time periods set forth below:
  - (i) Requests ~~For service~~ for a term of one year or longer, requests that are made within six (6) months of the requested service commencement date shall obligate Transporter to either: 1) conduct an open season for the requested capacity in accordance with Section 6.2.10(i) below within five (5) Business Days of receiving such request and award such capacity to the shipper submitting the request/bid with the greatest economic value; or 2) honor such request. If Transporter conducts an open season for the requested capacity, the initial valid service request will be included in the open season, however, the shipper submitting such request may submit a bid with greater economic value during the open season;
  - (ii) Requests ~~For service~~ for a term of either a Winter Period or a Summer Period or longer, but less than one year, requests that are made within thirty (30) days of the requested service commencement date shall be honored;

- (iii) ~~Requests for service~~ for a term of less than either a Winter Period or Summer Period, but longer than one month, ~~requests that are~~ made within ten (10) days of the requested service commencement date shall be honored; ~~and~~
- (iv) ~~Requests for service~~ for a term of one month or less, ~~requests that are~~ made within six (6) days of the requested service commencement date shall be honored.
- (d) Transporter may grant, on a not unduly-discriminatory basis, requests for service made outside of the time periods set forth in Section 6.2.10(c) above.
- (~~e~~) A request for transportation services associated with a storage service request whose combined term is the same as the storage service term, and where the MDQ of the request matches, subject to an initial adjustment for Transporter's Use, the Maximum Daily Injection Quantity and the Maximum Daily Withdrawal Quantity, respectively, of the storage service, shall be a valid request and shall be administered under the same timeframe in Section 6.2.10(c)(i)-(iv) above as the storage service request regardless of whether the transportation service would be provided under multiple contracts for the injection and withdrawal periods.
- (f) When a request is made for transportation service that is associated with third-party storage, such service shall be available to similarly situated Shippers on the same terms and conditions as is transportation service associated with Transporter's storage services.
- (~~e~~) ~~Transporter may grant, on a not unduly discriminatory basis, requests for service made outside of the time periods set forth in Section 6.2.10(e) above.~~
- (~~f~~g) Transporter is not required to sell multiple year contracts unless the request is for continuous service at a fixed MDQ during the contract period (~~except to the extent the requested Transportation Service is related to storage in which event Section 6.2.10(d) above applies~~).
- (~~g~~h) Nothing in this Section 6.2.10 shall in any way limit or affect a Shipper's right, as defined under Section 6.22.3(b) of these General Terms and Conditions, to select the term of Agreement when the Shipper is willing to pay maximum rates to exercise its ROFR. ~~When a request is made for transportation service that is associated with third party storage, such service shall be available to similarly situated Shippers on the same terms and conditions as is transportation service associated with Transporter's storage services.~~
- (~~h~~i) ~~Transporter may conduct an open season to sell capacity that has been posted on GEMS<sup>tm</sup> as uncontracted for capacity and such capacity is not otherwise subject to~~



~~a pending request for Transportation Services.~~ If Transporter conducts such an open season it will post a notice of the open season on its Internet website GEMS<sup>tm</sup> to afford all potential Shippers an opportunity to acquire the capacity. Any award of capacity through an open season is subject to the requirements for service to commence as set forth in this Tariff, including Transporter's creditworthiness requirements. Any potential shipper wishing to purchase the capacity in an open season may participate in the open season. Transporter will use nondiscriminatory and objective posting, bidding and evaluation criteria, which evaluation criteria will be specified in the notice of open season, along with the details of what constitutes a valid bid request, contingencies that Transporter is willing to accept, and details of when the successful bidder(s), if any, will be identified by posting of a notice on Transporter's Internet website GEMS<sup>tm</sup>. Once an open season commences, all requests for service for the capacity available through the open season will be treated under this open season process.

(h) Capacity made available in an open season may include capacity for service that commences outside of time periods set forth in Section 6.2.10(c) above, or that includes reduction options under Section 6.32 of these General Terms and Conditions, or that has been sold on a pre-arranged basis. Transporter shall conduct an open season to sell capacity in the following circumstances:

(1) If (i) Transporter elects to sell capacity, or a potential Shipper requests service one year or more in advance of the date that the service is to commence, (ii) capacity available to satisfy that request is not otherwise subject to a pending request for Transportation Services, and (iii) Transporter wishes to sell capacity for the interim period prior to the start of the requested service commencement date without ROFR, then Transporter shall (1) so indicate in its open season posting, (2) include a bid methodology based on a net present value analysis, and (3) include the interim capacity as available capacity to be bid on by potential Shippers in the open season.

(2) If Transporter agrees with a potential Shipper to provide capacity reduction options in accordance with Section 6.32.5 of these General Terms and Conditions, Transporter shall (i) so indicate in its open season posting, and (ii) include a bid methodology based on a net present value analysis.

(3) Transporter may sell, on a pre-arranged basis, available firm capacity one year or more in advance of the date that the service is to commence. If Transporter sells capacity on a pre-arranged basis, Transporter will post the terms of the pre-arranged transaction and other parties will have an opportunity to bid on the capacity. At the time Transporter enters into a pre-arranged service agreement, Transporter will post a notice on its Internet website indicating that the pre-arranged capacity will be subject to an open season bidding process for a minimum of five (5) days permitting bids for

service to start immediately or anytime in the future, even if such capacity has already been subject to an open season bidding process and is currently posted as available capacity. If another party submits a bid with a higher incremental economic value, the pre-arranged Shipper will have a one-time right to match the higher bid within five (5) Business Days of notification in order to retain the capacity. If the pre-arranged Shipper elects not to match a higher competing bid, the capacity will be awarded to the creditworthy bidder bidding the greatest NPV. If there is an open season ongoing for certain capacity, Transporter will not enter into a pre-arranged deal for that capacity during the open season.

If Transporter sells capacity on a pre-arranged basis, such capacity will be made available for transportation service on an interim basis up to the commencement date of the service agreement for such capacity. For such interim service agreements, Transporter reserves the right to limit Shipper extension rights, including the right of first refusal, within the service agreement. Transporter will indicate in any open season posting of this capacity any limitations on extension rights that will apply to such interim transportation service.

Except as otherwise set forth in Section 6.2.10(ij)(1), ~~and (2)~~, and (3) above, any open season conducted by Transporter in accordance with this Section 6.2.10(ij) shall comply with Section 6.2.10(hi) above.

6.2.12 Extension of Service Agreements.

- (a) Transporter and Shipper may mutually agree to the early termination of one or more Agreements in exchange for Shipper's extension of the use of all or part of the underlying capacity under new terms. To the extent that Transporter and Shipper have mutually agreed to this arrangement, Shipper need not participate in an open season for the extension nor must the underlying capacity be posted on Transporter's Internet site as unsubscribed, available capacity prior to the extension.
- (b) Prior to the expiration of the term of an Agreement, Transporter and Shipper may mutually agree to an extension of the term of the Agreement with respect to all or part of the underlying capacity (the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner).

If an Agreement has a ~~regulatory~~ Right of First Refusal, the mutual agreement to extend must be reached prior to initiation of the Right of First Refusal procedure pursuant to Section 6.22.3 of these General Terms and Conditions.

6.14.2 Allocation of Receipts. Each Day, allocation of actual quantities at a Receipt Point shall be made pro rata, based on nominations, to all services at each Receipt Point, provided, however, that if Transporter and operator mutually agree, Transporter shall allow the operator, if any, at any Receipt Point, to establish allocation priorities according to the following procedures:

- (a) Operator shall notify Transporter via Transporter's Internet website ~~GEMS<sup>tm</sup>~~ after or during confirmation and before start of the Service Day, that it desires to establish allocation priorities at Receipt Points utilizing any of the following methodologies: ranked, percentage, swing, or operator provided value provided, however, Transporter will not be required to agree to any of such allocation methodologies if they are operationally or administratively infeasible.
- (b) Transporter shall advise such operator of the confirmed nominations at such Receipt Points.
- (c) The operator shall establish separate allocation priorities for over and under production at the level of detail that the confirmed nominations are provided, and advise Transporter of such priorities via Transporter's Internet website ~~GEMS<sup>tm</sup>~~ before the beginning of the Day. Any confirmed nominations that do not have established allocation priorities shall be considered as having the highest priority:
  - (1) In the case of underproduction, such allocation priorities shall be used by Transporter to allocate Gas, such that Transporter shall allocate Gas to each Shipper, in order of priority designated by the operator, up to the full nomination of that Shipper, until the entire gross measured volume at such Receipt Point is allocated.
  - (2) In the case of over production, such allocation priorities shall be used by Transporter to allocate Gas, such that Transporter shall allocate Gas to each Shipper, in order of priority designated by the operator, equal to the full nomination of that Shipper, with any over produced quantities being allocated to the Shipper(s) with the lowest priority, until the entire gross measured volume at such Receipt Point is allocated.

#### 6.14.4 Prior Period Adjustments.

- (a) In accordance with the provisions of Sections 6.12.3, 6.12.4, and 6.17 paragraphs 1 and 3 of these General Terms and Conditions, Transporter shall use the best information available to close its ~~measurement allocation~~ of quantities for a Service Month five (5) business days after such Service Month. To the extent that adjustments are made after the date of such close such adjustments ("Prior Period Adjustments" or "PPA") shall be treated under this Section 6.14.4. If the PPA are due to the correction of measurement data or allocations, such adjustments should be processed within six (6) Months of the applicable Service Month. If the affected party disputes the as-adjusted quantity, it is entitled to rebut the basis for the PPA, but only if it does so within three (3) Months of the processing of the as-adjusted quantity. Notwithstanding the above-specified deadlines for processing/rebutting PPAs, such deadlines shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not be diminished by this standard.
- (b) If an adjustment is required at a Receipt Point, such adjustment shall be allocated ~~pursuant to the methodology set forth in Section 6.14.2 above to the operator of facilities immediately upstream of that Receipt Point or the producer. If the adjustment results in an increase in the measured quantity, Transporter shall pay such operator or the producer an amount (as full consideration, inclusive of taxes and any other amounts) equal to the product of the adjustment quantity times the one hundred percent (100%) Cashout Price for the Service Month to which the adjustment applies. If the adjustment results in a decrease in the measured quantity, such operator or producer shall pay Transporter an amount equal to the product of the adjustment quantity times the one hundred percent (100%) Cashout Price for the Service Month to which the adjustment applies. Provided, however, that Transporter and the operator of the Receipt Point, or the producer, may agree to resolve the adjustment with Gas in kind.~~
- (c) If an adjustment is required at a Delivery Point, such adjustment shall be allocated ~~pursuant to the methodology set forth in section 6.14.1 above to the operator of facilities immediately downstream of that Delivery Point.~~

~~If the adjustment results in an increase in the measured quantity, such operator shall pay Transporter an amount equal to the product of the adjustment quantity times the one hundred percent (100%) Cashout Price for the Service Month to which the adjustment applies. If the adjustment results in a decrease in the measured quantity, Transporter shall pay such operator an amount equal to the product of the adjustment quantity times the one hundred percent (100%) Cashout Price for the Service Month to which the adjustment applies; provided, however,~~

~~that Transporter and the operator of the Delivery Point may agree to resolve the adjustment with Gas in kind.~~

- (d) Flash Gas shall be treated as a prior period adjustment. Transporter shall pay each operator, that submits a valid and verifiable statement to Transporter for quantities of Flash Gas, an amount (as full consideration, inclusive of taxes and any other amounts) equal to the product of the Flash Gas quantity times the one hundred percent (100%) Cashout Price for the Service Month to which the Flash Gas applies.

6.22.2 Eligibility and Interim Sales.

1. Eligibility.

- a. Any Shipper with an Agreement under Rate Schedules ETS, STS, FTS-1, FTS-2, FTS-3, FTS-4, FTS-4L, PTS-2, FSS, or NNS, which is: (a) executed prior to March 26, 2000 with an initial term of one (1) year or more; or (b) after March 26, 2000, for a term of twelve (12) consecutive months or more and is at the maximum applicable tariff rate (including maximum rate Agreements of one year or more where service is not available for twelve consecutive months), may exercise a right to continue to receive service thereunder from Transporter at the expiration of its Agreement provided that Shipper gives notice to Transporter that it desires to continue its Agreement and will match (a) the longest term, and (b) the highest rate for such service, up to the maximum rate, that is offered by any other person desiring such capacity; provided, however, that Transporter shall not be obligated to provide service at less than the maximum applicable rate(s).
- b. If a Shipper's Agreement does not qualify for the right of first refusal under this Section 6.22, then Transporter in a not unduly discriminatory manner may agree otherwise with any such Shipper.
- c. The Shipper may exercise its right to retain a portion of its firm service entitlement subject to the right of first refusal; however, the Shipper may not exercise the right of first refusal for a geographic portion of its Agreement.

2. Capacity Sold on an Interim Basis.

The following Capacity shall not be eligible for a right of first refusal, unless otherwise noted:

- a. ~~However, e~~Capacity ~~(i)~~ sold on an interim basis in accordance with Section 6.3 paragraph 3, Capacity Reserved for Expansion Projects, of these General Terms and Conditions, unless Transporter and Shipper agree to a conditional contractual right of first refusal that would take effect upon a determination that the proposed expansion project will not go forward; or (ii)
- b. Capacity sold under Rate Schedule FTS-4L, unless Transporter and Shipper agree to a conditional contractual right of first refusal that would take effect upon the extension for a commensurate term of the applicable FTS-4 Agreement(s) needed to provide Transportation Service under the FTS-4L Agreement;~~shall not be eligible for a right of first refusal unless Transporter and Shipper agree to a conditional contractual ROFR that would take effect, with respect to (i) above, upon a determination that the proposed project will not go~~

~~forward and with respect to (ii) above, upon the extension for a commensurate term of the applicable FTS 4 Agreement(s) needed to provide Transportation Service under the FTS 4L Agreement.~~

~~c. Also, the right of first refusal will not be applicable to iInterim Service Agreements for entitlement associated with capacity that is already under contract for a future period subject to the following conditions and in accordance with Section 6.2.10(ij) of these General Terms and Conditions.:~~

- ~~(a) The future capacity must have been sold through an open season bidding process permitting bids for capacity for service to start immediately or anytime in the future;~~
- ~~(b) The bids must have been evaluated on a net present value basis; and~~
- ~~(c) The future capacity must have been awarded to the Shipper providing the highest net present value bid.~~

~~The Shipper may exercise its right to retain a portion of its firm service entitlement subject to the right of first refusal, however, the Shipper may not exercise the right of first refusal for a geographic portion of its Agreement.~~



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  
\_\_\_\_\_

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 GEMS<sup>™</sup>. 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~~ ~~717 Texas~~ Street, Suite ~~70025000~~  
Houston, Texas ~~77002-2700~~ ~~2761~~  
Attention: Commercial Services

SHIPPER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

INVOICES AND STATEMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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)~~

~~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: \_\_\_\_\_

MASTER SERVICE AGREEMENT  
FOR CAPACITY RELEASE TRANSACTIONS

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

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf in the event that Shipper is awarded by Transporter capacity released on Transporter's system 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. SCOPE OF AGREEMENT:

Shipper and Transporter acknowledge that this is a Master Service Agreement entered into pursuant to Section 6.21.1.14 of Transporter's Tariff for the purpose of facilitating the capacity release process. Accordingly, Shipper agrees to be bound by the terms of its capacity release bid(s) if and when Transporter awards Shipper any such bid(s). Further, for each release transaction performed pursuant to this Agreement, Shipper agrees that, in addition to the terms and conditions of this Agreement, Shipper's rights under this Agreement shall not exceed those of the Releasing Shipper. Within one hour after Transporter has been notified of any release to Shipper, and of the term, maximum daily quantity, rate schedule, route, authority for Transportation Service, and other terms as applicable, for such release, Transporter shall issue a contract for the release transaction and shall confirm the release in writing ("Award Notice"). The terms of such Award Notice(s) are hereby incorporated by reference in this Agreement.

2. AUTHORITY FOR TRANSPORTATION SERVICE:

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

3. RATE SCHEDULE:

To be specified in the applicable Award Notice.

4. CONTRACT QUANTITIES:

To be specified in the applicable Award Notice.

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

5. TERM OF AGREEMENT:

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

(The term of any release transaction under this Agreement shall be specified in the applicable Award Notice.)

6. RATES:

The reservation rate for all quantities of gas transported on the Primary Route and/or to any Secondary Receipt Point, any Secondary Delivery Point and any secondary route within the Primary Route rate zones up to the Primary Route MDQ(s) under this Agreement shall be as stated in the capacity release bid. In addition, Shipper will be charged the applicable base tariff Commodity rate, Volumetric Surcharges, ACA, fuel and any other related fees or surcharges.

All quantities associated with the release of capacity under this agreement (i.e., a rerelease) will be at the applicable rate(s) plus all other related fees, surcharges and fuel.

All quantities associated with Secondary Receipt Points, Secondary Delivery Points and secondary routes that use additional zone(s) will be at maximum tariff rates (unless Transporter shall agree otherwise) plus all other related fees, surcharges and fuel associated with the additional zone(s).

7. 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.

8. NOTICES:

Except insofar as the Award Notice must be confirmed in writing, 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 GEMS<sup>sm</sup>. Shipper and 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~~~~717 Texas~~ Street, Suite ~~70025000~~  
Houston, Texas ~~77002-27002761~~  
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: \_\_\_\_\_

9. FURTHER AGREEMENT:

(This paragraph may address, inter alia, other terms and conditions of service to be determined in the Award Notice or any agency services that Shipper agrees Transporter shall provide.)

10. OPERATIONAL FLOW ORDERS

Shipper hereby guarantees to Transporter that each contract it has entered into in connection with the Gas to be transported under this Agreement contains a provision that permits Transporter to issue an effective Operational Flow Order pursuant to Section 6.8 of the



General Terms and Conditions of Transporter's Tariff. Shipper shall also guarantee for any supply contract for Gas that is transported via Viking Gas Transmission Company, that Transporter shall be designated a third party beneficiary.

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:

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.~~(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 its Internet website ~~GEMS<sup>tm</sup>~~ 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 Transporter's Internet website ~~GEMS<sup>tm</sup>~~. 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~~717 Texas~~ Street, Suite 700  
Houston, Texas 77002-~~2700~~~~2761~~  
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:  
(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~~ 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: \_\_\_\_\_

ANR PIPELINE COMPANY  
TRANSPORTATION SERVICE REQUEST FORM

- Send: a) Electronically through ANR's Internet site
- b) Fax Telecopy No. (832) 320-5677  
Verification No. (832) 320-5474
- c) ~~E-mail~~ Mail to ANRMarketing@Transcanada.com
- d) Mail to:  
Marketing Department  
ANR Pipeline Company  
Suite ~~70026337~~  
~~700 Louisiana~~ 717 Texas Street  
Houston, Texas 77002-~~27002761~~

INFORMATION REQUIRED FOR VALID TRANSPORTATION REQUEST

1. SHIPPER

Full Legal Name: \_\_\_\_\_  
Entity ID (DUNs #): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact ~~e-mail~~ Mail: \_\_\_\_\_

Is Requestor affiliated with ANR?

\_\_\_\_\_ NO      \_\_\_\_\_ YES      \_\_\_\_\_ ANR  
\_\_\_\_\_ ANR Affiliate  
\_\_\_\_\_ % Ownership of or \_\_\_\_\_ % Owned By ANR  
or ANR Affiliate

Is Shipper affiliated with ANR?

\_\_\_\_\_ NO      \_\_\_\_\_ YES      \_\_\_\_\_ ANR  
\_\_\_\_\_ ANR Affiliate  
\_\_\_\_\_ % Ownership of or \_\_\_\_\_ % Owned By ANR  
or ANR Affiliate

2. TYPE OF REQUEST

\_\_\_\_\_ New Service  
\_\_\_\_\_ Amended Service      \_\_\_\_\_ (Contract #)

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

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

Replacement Shipper Contract #: \_\_\_\_\_  
 Releasing Shipper Contract #: \_\_\_\_\_

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

4. RATE SCHEDULE

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

Associated Gathering Contract? \_\_\_\_\_ Yes \_\_\_\_\_ No

5. CONTRACT QUANTITIES

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

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

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

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

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

(B) Rate Schedule ETS Options: \_\_\_\_\_ Aggregation of Delivery Points  
\_\_\_\_\_ MHQ

(C) Rate Schedule FTS-3 Options: \_\_\_\_\_ Variation of Deliveries  
(Enhanced Balancing)  
\_\_\_\_\_ Short Notice Startup & Shutdown

(D) Rate Schedule FSS

Maximum Storage Quantity (MSQ) \_\_\_\_\_ Dekatherms  
Base Maximum Daily Withdrawal Quantity (MDWQ) \_\_\_\_\_ Dekatherms/day  
Rate Schedule FSS Options: \_\_\_\_\_ Winter Period Only  
\_\_\_\_\_ Flexible Entitlements (Annual)  
\_\_\_\_\_ With Ratchets  
\_\_\_\_\_ Without Ratchets  
\_\_\_\_\_ Base Maximum Daily Injection  
Quantity (MDIQ) (if applicable)  
Base MDIQ \_\_\_\_\_ Dekatherms/day

(E) Rate Schedule DDS

Maximum Storage Quantity Dekatherms \_\_\_\_\_

(F) Rate Schedule NNS

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



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

6. FURTHER AGREEMENT

(Write None or specify the agreement.)

7. NOTICES

(A) Shipper Notices

Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Attn: \_\_\_\_\_  
~~E-Mail~~E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

(B) Invoices and Statements \_\_\_\_\_ Same as above

Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Attn: \_\_\_\_\_  
~~E-Mail~~E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

THIS TRANSPORTATION SERVICE REQUEST IS HEREBY SUBMITTED.

REQUESTOR:

\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State Zip)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

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 GEMS<sup>tm</sup>, 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 GEMS<sup>tm</sup>. 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~~717 Texas~~ Street, Suite 7002~~5000~~  
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 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: \_\_\_\_\_