

Docket R-10XXX

Volume 1

Philadelphia Gas Works
Before The
Pennsylvania Public Utility Commission

**Computation of Annual Purchased Gas Costs
For Twelve Months Ending August 31, 2011**

66 Pa.C.S. § 1307(f)

Information Submitted Pursuant To:

**66 Pa.C.S. §§ 1307(f), 1317, 1318 and
52 Pa. Code § 53.61, et seq.**

February 1, 2010

Philadelphia Gas Works 1307f - 2010 Prefiling

Table of Contents

	<u>Tab</u>
53.64 (c) (1)	#1
53.64 (c) (3)	#2
53.64 (c) (4)	#3
53.64 (c) (5)	#4
53.64 (c) (6)	#5
53.64 (c) (7)	#6
53.64 (c) (8)	#7
53.64 (c) (9)	#8
53.64 (c) (10)	#9
53.64 (c) (11)	#10
53.64 (c) (12)	#11
53.64 (c) (13)	#12
53.64 (c) (14)	#13
53.64 (i) (1)	#14
53.65 (1)	#15
53.65 (2)	#16
53.65 (3)	#17
53.65 (4)	#18
53.65 (5)	#19
1317 (a) (1)	#20
1317 (a) (2)	#21
1317 (a) (3)	#22
1317 (a) (4)	#23
1317 (b) (1)	#24
1317 (b) (2)	#25
1317 (b) (3)	#26
1317 (c) (1)	#27
1317 (c) (2)	#28
1317 (d)	#29
1318 (a) (1)	#30
1318 (a) (2)	#31
1318 (a) (3)	#32
1318 (a) (4)	#33
1318 (b) (1)	#34
1318 (b) (2)	#35
1318 (b) (3)	#36
1318 (c)	#37

TAB 1

Philadelphia Gas Works

Pennsylvania Public Utility Commission
52 Pa. Code §53.61, et seq.

Item 53.64(c) Thirty days prior to the filing of a tariff reflecting an increase or decrease in natural gas costs, each Section 1307(f) gas utility seeking recovery of purchased gas costs under that section shall provide notice to the public, under § 53.68 (relating to notice requirements), and shall file the following supporting information with the Commission, with a copy to the Consumer Advocate, Small Business Advocate and to intervenors upon request:

- (1) A complete list in schedule format of each spot and each long term source of gas supply, production, transportation and storage, used in the past 12 months, which 12-month period shall end 2 months prior to the date of the tariff filing, separately setting forth on a monthly basis the quantity and price of gas delivered, produced, transported or stored, maximum daily quantity levels, maximum annual quantity levels, a detailed description of warrantee or penalty provisions, including liquidated damages, take or pay provisions or minimum bill or take provisions of the purchases, balancing provisions and copies of Federal tariffs and contract provisions relating to the purchases—including demand and commodity components. With regard to each contemplated future source of supply, production, transportation or storage, during each of the next 20 months for each source, provide the name of the source, the maximum daily quantity, the maximum annual quantity, the minimum take levels, a detailed description of warrantee or penalty provisions, including liquidated damages, take or pay provisions or minimum bill or take provisions of the purchases, balancing provisions and contractual or tariffed terms of the purchases, copies of applicable Federal tariffs, the expiration date of each contract, the date when each contract was most recently negotiated and the details of the negotiation—such as meeting held, offers made, and changes in contractual obligation—and whether current proceedings, negotiations or renegotiations are pending before the Federal Energy Regulatory Commission, and the like, to modify the price, quantity or another condition of purchase, and if so, the details of the proceedings, negotiations or renegotiations. Gas supply sources which individually represent less than 3% of the total system supply may be shown collectively, such as other local gas purchases.

Response:

The attached schedules described herein below, contain details of the requested information. Information concerning PGW's Transportation and Storage contracts are addressed in section 53.64(c)(3).

Schedule 1 – Twelve (12) month purchased gas costs expressed in terms of volumes and dollars for the period January 1, 2009 to December 31, 2009. Actual data is provided for the eleven (11) months ending November 30, 2009 and actual/estimated data for the one (1) month ending December 31, 2009. Actual data for the twelve (12) months ending December 31, 2009 will be provided in the 1307f filing of March 1, 2010.

Schedule 2 – Actual capacity release credits by pipeline by month for the period January 1, 2009 through December 31, 2009.

Schedule 3 - Twenty (20) month forecasted summary of total fuel purchased for the period January 1, 2010 through August 31, 2011 will be provided in the 1307f filing of March 1, 2010.

Schedule 4 – Twenty (20) month forecast of capacity release credits by pipeline by month for the period January 1, 2010 through August 31, 2011 will be provided in the 1307f filing of March 1, 2010.

Schedule 5 - Detailed description of warrantee or penalty provisions, including liquidated damages, take or pay provisions or minimum bill or take provisions of the purchases, balancing provisions and copies of Federal tariffs and contract provisions relating to the purchases—including demand and commodity components.

Philadelphia Gas Works Summary of Total Fuels Purchased

	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Estimate Dec-09
Williams	\$ 2,450,677	\$ 2,249,108	\$ 2,438,863	\$ 2,208,403	\$ 2,122,350	\$ 2,020,236	\$ 2,094,417	\$ 2,085,026	\$ 2,345,847	\$ 2,420,648	\$ 2,360,799	\$ 2,517,750
Texas Eastern	\$ 2,560,363	\$ 2,509,171	\$ 2,442,364	\$ 2,024,829	\$ 1,722,743	\$ 1,774,689	\$ 1,739,218	\$ 1,754,771	\$ 1,958,129	\$ 2,248,446	\$ 2,454,863	\$ 2,605,503
Dominion	\$ 141,769	\$ 137,791	\$ 128,913	\$ 125,243	\$ 131,824	\$ 125,486	\$ 132,240	\$ 132,103	\$ 131,609	\$ 125,889	\$ 122,927	\$ 140,247
Equitrans	\$ 48,468	\$ 48,596	\$ 48,028	\$ 45,375	\$ 45,768	\$ 45,375	\$ 45,768	\$ 45,788	\$ 45,375	\$ 41,756	\$ 47,699	\$ 48,665
Spot Purchases -Transco	\$ 24,083	\$ 21,319	\$ 25,938	\$ 47,126	\$ 23,075	\$ 5,658	\$ -	\$ 1,276	\$ -	\$ -	\$ 1,013	\$ -
Spot Purchases -Tetco	\$ 1,998,308	\$ 670,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply2	\$ 3,587,600	\$ 2,908,765	\$ 1,319,234	\$ 5,191,880	\$ 5,241,308	\$ 4,980,814	\$ 4,214,068	\$ 3,679,441	\$ 3,540,490	\$ 4,726,022	\$ 1,518,804	\$ 3,890,500
Transco Supply3	\$ 1,416,000	\$ 1,230,600	\$ 1,284,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply6	\$ 1,302,211	\$ -	\$ -	\$ 1,546,500	\$ 1,598,050	\$ 1,546,500	\$ 1,598,050	\$ 1,598,050	\$ 1,546,500	\$ 1,598,050	\$ 1,488,000	\$ 1,391,900
Transco Supply7	\$ 995,000	\$ 2,246,192	\$ 1,063,019	\$ 586,775	\$ 1,147,113	\$ 2,112,851	\$ 1,195,368	\$ 1,551,756	\$ 1,558,612	\$ 1,782,453	\$ 1,150,633	\$ 3,360,400
Transco Supply8	\$ 3,701,400	\$ 1,495,200	\$ 1,986,200	\$ 2,422,900	\$ 1,898,150	\$ 1,981,500	\$ 3,627,350	\$ 3,036,950	\$ 2,339,350	\$ 2,543,150	\$ 2,330,800	\$ 1,488,300
Transco Supply9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply10	\$ 4,693,385	\$ 2,650,606	\$ 2,453,635	\$ 1,050,000	\$ 1,212,100	\$ 1,142,100	\$ 1,733,841	\$ 1,057,100	\$ 1,009,500	\$ 908,300	\$ 1,453,500	\$ 1,581,775
Transco Supply11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply12	\$ 1,510,639	\$ 690,200	\$ -	\$ 783,750	\$ 809,159	\$ 783,750	\$ 809,875	\$ 809,875	\$ 783,750	\$ 1,169,838	\$ -	\$ -
Transco Supply13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply14	\$ 2,301,750	\$ 2,046,800	\$ 1,677,706	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 643,350	\$ 695,330
Transco Supply15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply20	\$ 2,855,100	\$ 3,411,800	\$ 2,839,600	\$ 639,000	\$ 675,800	\$ 669,000	\$ 715,325	\$ 730,050	\$ 715,500	\$ 754,850	\$ 661,500	\$ 807,550
Transco Supply21	\$ 1,932,913	\$ 1,005,200	\$ 1,102,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply22	\$ 4,223,750	\$ 3,801,000	\$ 4,127,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transco Supply23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply1	\$ 533,402	\$ 1,168,226	\$ 643,200	\$ 861,740	\$ 666,392	\$ 338,399	\$ 341,292	\$ 322,995	\$ 300,264	\$ 1,021,223	\$ 500,720	\$ 695,950
Tetco Supply2	\$ 4,581,200	\$ 3,900,400	\$ 4,318,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 214,457	\$ 1,278,000	\$ 1,685,408
Tetco Supply3	\$ 1,263,630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply4	\$ 1,260,925	\$ 1,148,000	\$ 1,249,300	\$ 657,600	\$ 628,990	\$ 562,800	\$ 609,150	\$ 614,575	\$ 554,550	\$ 590,550	\$ 641,250	\$ 1,321,000
Tetco Supply5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 583,350	\$ 1,324,875
Tetco Supply6	\$ 957,497	\$ 633,836	\$ 631,997	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650,375
Tetco Supply7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 646,500
Tetco Supply8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 663,250
Tetco Supply9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 663,250
Tetco Supply10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 603,350
Tetco Supply11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 603,350
Tetco Supply12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply13	\$ 12,323,925	\$ 12,481,900	\$ 12,870,325	\$ 1,155,648	\$ 372,000	\$ 380,000	\$ 372,000	\$ 372,000	\$ 360,000	\$ 868,988	\$ 6,139,184	\$ -
Tetco Supply14	\$ 4,268,700	\$ 3,831,800	\$ 4,157,100	\$ 1,300,500	\$ 1,134,600	\$ 1,197,000	\$ 1,274,100	\$ 1,311,300	\$ 1,188,000	\$ 1,240,000	\$ 1,396,800	\$ -
Tetco Supply15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply16	\$ 4,993,664	\$ 1,693,300	\$ 2,063,848	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tetco Supply17	\$ 2,600,745	\$ 2,349,060	\$ 2,600,745	\$ 723,000	\$ 747,100	\$ 723,000	\$ 747,100	\$ 747,100	\$ 720,759	\$ 747,100	\$ 1,194,675	\$ -
TOTAL COSTS	\$ 68,517,105	\$ 54,329,470	\$ 51,492,190	\$ 21,370,268	\$ 20,178,522	\$ 20,369,157	\$ 21,249,163	\$ 19,860,136	\$ 19,098,235	\$ 24,182,819	\$ 29,338,968	\$ 31,533,437
Storages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storage Injection	\$ (98,005)	\$ (865,781)	\$ (1,736,872)	\$ (3,559,701)	\$ (8,759,957)	\$ (9,576,144)	\$ (11,343,928)	\$ (10,350,300)	\$ (8,636,636)	\$ (6,733,010)	\$ (2,925,099)	\$ (3,425,328)
Storage Withdraw	\$ 45,263,519	\$ 26,201,147	\$ 18,478,497	\$ 7,916,049	\$ 47,751	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 541,294	\$ 2,985,420	\$ 3,007,000

Philadelphia Gas Works Cost of Fuels Purchased

Volume	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Estimate
	5,341	6,303	8,608	16,970	8,678	2,128		860			521	Dec-09
Spot Purchases - Transco												
Spot Dem-Transco												
Spot Purchases - Telco												
Spot for Resale	383,916	140,000										
Firm CONTRACTS												
Transco Supply1 - Dem												
Commodity												
Transco Supply2 - Dem												
Commodity	775,000	700,000	775,000	750,000	775,000	750,000	775,000	775,000	750,000	775,000	750,000	775,000
Transco Supply3 - Dem	495,000	541,670	197,933	871,058	940,054	889,601	878,680	860,076	752,203	990,288	266,621	775,000
Commodity	230,000	140,000	155,000	150,000								
Transco Supply4 - Dem												
Commodity												
Transco Supply5 - Dem												
Commodity												
Transco Supply6 - Dem												
Commodity	264,000	560,000	620,000	300,000	310,000	300,000	310,000	310,000	300,000	310,000	300,000	310,000
Transco Supply7 - Dem	620,000	421,676	167,723	82,645	228,647	486,903	206,358	350,076	600,000	620,000	600,000	620,000
Commodity	100,000								452,175	404,592	201,080	620,000
Transco Supply8 - Dem												
Commodity	620,000	360,000	520,000	620,000	495,000	500,000	895,000	840,000	710,000	690,000	560,000	330,000
Transco Supply9 - Dem												
Commodity	155,000	140,000	155,000	300,000	310,000	270,000	457,406	310,000	300,000	310,000	300,000	310,000
Transco Supply10 - Dem	465,000	504,000	465,000									
Commodity												
Transco Supply11 - Dem												
Commodity	259,831	140,000	150,000	150,000	154,863	150,000	155,000	155,000	150,000	245,000	300,000	310,000
Transco Supply12 - Dem												
Commodity	310,000	280,000	309,765									
Transco Supply13 - Dem												
Commodity												
Transco Supply14 - Dem												
Commodity												
Transco Supply15 - Dem												
Commodity												
Transco Supply16 - Dem												
Commodity												
Transco Supply17 - Dem												
Commodity												
Transco Supply18 - Dem												
Commodity												
Transco Supply19 - Dem												
Commodity												
Transco Supply20 - Dem												
Commodity	310,000	280,000	310,000	150,000	155,000	150,000	155,000	155,000	150,000	155,000	150,000	155,000
Transco Supply21 - Dem												
Commodity	318,256	140,000	155,000									
Transco Supply22 - Dem												
Commodity	310,000	280,000	310,000									
Transco Supply23 - Dem												
Commodity												
Telco Supply1 - Dem												
Commodity	328,078	328,078	328,078	328,017	328,017	328,017	328,017	328,017	328,017	328,017	328,017	328,017
Telco Supply2 - Dem	54,410	228,522	114,119	196,100	146,596	36,820	33,573	33,573	32,422	224,098	80,140	310,000
Commodity	364,820	280,000	310,000	150,000								
Telco Supply3 - Dem												
Commodity	226,272											
Telco Supply4 - Dem												
Commodity	155,000	140,000	155,000	150,000	155,000	150,000	155,000	155,000	150,000	155,000	150,000	155,000
Telco Supply5 - Dem												
Commodity												
Telco Supply6 - Dem												
Commodity												
Telco Supply7 - Dem												
Commodity	155,000	140,000	155,000									
Telco Supply8 - Dem												
Commodity	155,000	140,000	155,000									
Telco Supply9 - Dem												
Commodity												
Telco Supply10 - Dem												
Commodity												
Telco Supply11 - Dem												
Commodity												
Telco Supply12 - Dem												
Commodity												
Telco Supply13 - Dem												
Commodity	620,000	560,000	620,000	600,000	620,000	600,000	620,000	620,000	600,000	620,000	600,000	620,000
Telco Supply14 - Dem	1,185,000	1,380,000	1,185,000	222,248								9,031,718
Commodity												
Telco Supply15 - Dem												
Commodity	310,000	280,000	310,000	300,000	310,000	300,000	310,000	310,000	300,000	310,000	300,000	310,000
Telco Supply16 - Dem												
Commodity	787,384	140,000	205,311									
Telco Supply17 - Dem												
Commodity	283,500	238,000	283,500	150,000	155,000	150,000	155,000	155,000	149,535	155,000	255,000	283,500

**Philadelphia Gas Works
Cost of Fuels Purchased
Williams Pipeline Company**

Account - \$	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Estimate Dec-09
S-2 Capacity	\$ 4,594	\$ 5,086	\$ 4,922	\$ 5,087	\$ 4,922	\$ 5,086	\$ 5,086	\$ 4,922	\$ 5,086	\$ 4,922	\$ 5,086	\$ 5,086
Storage Demand	\$ 21,405	\$ 23,699	\$ 22,934	\$ 23,699	\$ 22,934	\$ 23,699	\$ 23,847	\$ 23,078	\$ 23,847	\$ 23,078	\$ 23,847	\$ 23,847
Handling fr Stg.	\$ 6,000	\$ 3,919	\$ 1,686	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400
GSS Demand	\$ 188,586	\$ 170,336	\$ 188,586	\$ 182,337	\$ 188,415	\$ 176,000	\$ 181,818	\$ 181,818	\$ 182,337	\$ 181,818	\$ 182,337	\$ 188,262
Stg. Cap Vol Chg.	\$ 70,310	\$ 63,506	\$ 70,310	\$ 68,042	\$ 70,310	\$ 68,042	\$ 70,310	\$ 70,310	\$ 68,042	\$ 70,310	\$ 68,042	\$ 70,310
Handling fr Stg.	\$ 48,153	\$ 23,029	\$ 11,653	\$ 1,661	\$ 1,661	\$ 1,661	\$ 1,661	\$ 1,661	\$ 1,661	\$ 1,661	\$ 1,661	\$ 1,661
Storage Injection	\$ 25,148	\$ 22,714	\$ 25,148	\$ 24,336	\$ 25,148	\$ 24,336	\$ 25,148	\$ 25,148	\$ 24,336	\$ 25,148	\$ 24,336	\$ 25,148
WSS Demand	\$ 24,819	\$ 22,417	\$ 24,819	\$ 24,018	\$ 24,819	\$ 24,019	\$ 24,819	\$ 24,819	\$ 24,019	\$ 24,819	\$ 24,019	\$ 24,819
Stg. Cap Vol Chg.	\$ 4,442	\$ 4,434	\$ 3,420	\$ 2,060	\$ 2,060	\$ 2,060	\$ 2,060	\$ 2,060	\$ 2,060	\$ 2,060	\$ 2,060	\$ 2,060
Handling fr Stg.	\$ 25	\$ 575	\$ 1,242	\$ 274	\$ 0	\$ 2,110	\$ 2,705	\$ 4,482	\$ 3,734	\$ 2,798	\$ 2,189	\$ 4,692
FT Demand/3691	\$ 2,303,748	\$ 2,080,805	\$ 2,306,035	\$ 2,225,523	\$ 2,299,707	\$ 2,225,523	\$ 2,299,707	\$ 2,299,707	\$ 2,225,523	\$ 2,299,707	\$ 2,225,523	\$ 2,297,424
FT Commodity/3691	\$ 151,359	\$ 118,774	\$ 98,075	\$ 98,309	\$ 98,270	\$ 93,554	\$ 94,781	\$ 91,587	\$ 94,120	\$ 119,808	\$ 86,350	\$ 130,198
PSFT Demand/5001	\$ 15,785	\$ 14,257	\$ 13,498	\$ 13,027	\$ 13,461	\$ 13,027	\$ 13,461	\$ 13,461	\$ 13,027	\$ 13,461	\$ 13,027	\$ 15,744
PSFT Commodity	\$ 1,437	\$ 380	\$ 380	\$ 380	\$ 380	\$ 380	\$ 380	\$ 380	\$ 380	\$ 380	\$ 380	\$ 380
Eminence Cust.Dem.												
Eminence Cust. Cap.												
Eminence Storage Dem.	\$ 21,436	\$ 19,361	\$ 21,436	\$ 20,744	\$ 21,436	\$ 20,744	\$ 21,436	\$ 21,436	\$ 20,744	\$ 21,436	\$ 20,744	\$ 21,436
Eminence Storage Cap.	\$ 21,552	\$ 19,466	\$ 21,552	\$ 20,857	\$ 21,552	\$ 20,857	\$ 21,552	\$ 21,552	\$ 20,857	\$ 21,552	\$ 20,857	\$ 21,552
Handling fr Stg.	\$ 3,885	\$ 318	\$ 480	\$ 638	\$ 480	\$ 480	\$ 480	\$ 480	\$ 480	\$ 480	\$ 480	\$ 480
Handling to Stg.	\$ 80	\$ 481	\$ 571	\$ 667	\$ 396	\$ 1,597	\$ 1,966	\$ 313	\$ 977	\$ 690	\$ 484	\$ 1,715
Capacity Rel. Dem.Credit #3691	\$ (508,896)	\$ (382,558)	\$ (435,862)	\$ (564,717)	\$ (743,043)	\$ (762,207)	\$ (784,061)	\$ (787,167)	\$ (439,662)	\$ (469,891)	\$ (404,194)	\$ (406,508)
Capacity Rel. Dem.Credit #5001	\$ (15,004)	\$ (13,552)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
S2 Credit	\$ (2,924)	\$ (2,957)	\$ (2,956)	\$ (2,915)	\$ (2,909)	\$ (2,907)	\$ (2,955)	\$ (2,956)	\$ (2,956)	\$ (2,958)	\$ (2,897)	\$ (2,995)
Eminence #2 Demand	\$ 29,126	\$ 26,307	\$ 29,126	\$ 28,187	\$ 29,126	\$ 28,187	\$ 29,126	\$ 29,126	\$ 28,187	\$ 29,126	\$ 28,187	\$ 29,126
Eminence #2 Capacity	\$ 29,284	\$ 26,450	\$ 29,284	\$ 28,340	\$ 29,284	\$ 28,340	\$ 29,284	\$ 29,284	\$ 28,340	\$ 29,284	\$ 28,340	\$ 29,284
Handling to Stg.	\$ 109	\$ 653	\$ 762	\$ 672	\$ 156	\$ 1,796	\$ 3,341	\$ 1,838	\$ 1,603	\$ 1,461	\$ 725	\$ 871
Handling fr Stg.	\$ 6,218	\$ 643	\$ 532	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691
CashOut Minority Buy												
**GSS Inj. Adj. 03/27/09				\$ 53								
TOTAL	\$ 2,450,677	\$ 2,249,108	\$ 2,438,663	\$ 2,208,403	\$ 2,122,350	\$ 2,020,236	\$ 2,094,417	\$ 2,085,026	\$ 2,345,847	\$ 2,420,648	\$ 2,360,799	\$ 2,517,760

Philadelphia Gas Works
Cost of Fuels Purchased
Texas Eastern

Volumes - Dth	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Estimate Dec-09
CDS Access Area Demand	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
CDS Market Area Demand	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573	97,573
CDS Commodity	2,228,373	1,506,043	1,147,730	947,195	712,445	592,420	608,034	608,034	587,928	960,362	959,920	1,987,978
CDS ACA Charge	2,228,373	1,506,043	1,147,730	947,195	712,445	592,420	608,034	608,034	587,928	960,362	959,920	1,987,978
FT1 Access Area Demand	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822	23,822
FT1 Market Area Demand	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878
FT1 Commodity	244,714	221,032	244,714	0	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878
FT1 ACA Charge	244,714	221,032	244,714	0	54,878	54,878	54,878	54,878	54,878	54,878	54,878	54,878
SS1 Demand 400121	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118	44,118
Space Charge	220,590	220,590	220,590	220,590	220,590	220,590	220,590	220,590	220,590	220,590	220,590	220,590
Handling fr Storage	603,343	319,076	351,937	211,080	4,411	205,177	205,177	205,177	205,176	205,176	205,176	205,176
Excess Withdrawal	0	36	13,606	96,576	247,651	407,988	231,296	421,786	158,556	265,999	86,709	49,440
Storage Injection	0	36	3,618	63	63	63	63	63	63	63	63	63
Excess Injection	0	36	13,606	96,576	247,651	407,988	231,296	421,786	158,556	265,999	86,709	49,440
Storage Surcharge Credit	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847	20,847
SS1 Demand 400209	205,117	205,177	205,177	205,177	205,177	205,177	205,177	205,177	205,176	205,176	205,176	205,176
Space Charge	526,304	344,317	344,317	254,743	4,411	205,177	205,177	205,177	205,176	205,176	205,176	205,176
Handling fr Storage	0	12,656	29,885	131,187	356,425	186,966	392,336	198,104	379,680	129,500	117,657	86,042
Excess Withdrawal	0	12,656	29,885	131,187	356,425	186,966	392,336	198,104	379,680	129,500	117,657	86,042
Storage Injection	0	12,656	29,885	131,187	356,425	186,966	392,336	198,104	379,680	129,500	117,657	86,042
Excess Injection	0	12,656	29,885	131,187	356,425	186,966	392,336	198,104	379,680	129,500	117,657	86,042
Storage Surcharge Credit	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394
FTS-2 Demand	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788	7,788
FTS-3 Demand	25,709	25,709	25,709	25,709	25,709	25,709	25,709	25,709	25,709	25,709	25,709	25,709
FT-1 Acc.Area Dem. 800514	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000
FT-1 Market Area Demand	558,000	504,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000
FT Commodity	558,000	504,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000
FT-1 ACA Charge	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000
FT-1-3 Cap.Rel. demand credit 800514	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474	11,474
FT-1 Acc.Area Dem. 800515	558,000	504,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000
FT-1 Market Area Demand	558,000	504,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000
FT Commodity	558,000	504,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000	558,000
FT-1 ACA Charge	(119,815)	(86,604)	(124,155)	(540,000)	(614,758)	(595,020)	(614,854)	(614,854)	(595,020)	(558,000)	0	0
FT-1-3 Cap.Rel. demand credit 800515	(2,437,251)	(2,201,388)	(2,146,316)	(122,070)	(418,433)	(365,400)	(454,006)	(509,111)	(368,730)	(331,018)	(256,120)	(175,832)
CDS 800232 M1-M2 Cap. Rel.	1,060,241	863,077	395,979	(2,592,060)	(2,685,251)	(2,927,640)	(3,025,228)	(3,032,017)	(2,317,080)	(986,482)	(2,077,080)	(736,462)
FT1-800233 M1-M3 Cap. Rel.	1,060,241	863,077	395,979	(2,592,060)	(2,685,251)	(2,927,640)	(3,025,228)	(3,032,017)	(2,317,080)	(986,482)	(2,077,080)	(736,462)
FTS-2,7 ACA	1,060,241	863,077	395,979	(2,592,060)	(2,685,251)	(2,927,640)	(3,025,228)	(3,032,017)	(2,317,080)	(986,482)	(2,077,080)	(736,462)

Philadelphia Gas Works
Cost of Fuels Purchased
Texas Eastern

Volumes - Dth	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Estimate Dec-09
CDS Access Area Demand	11.0230	11.0360	11.0360	11.0360	11.0360	11.0360	11.0360	11.1420	11.1420	11.1420	11.1420	11.1420
CDS Market Area Demand	3.3853	3.3846	3.3846	3.3846	3.3846	3.3846	3.3846	3.3866	3.3866	3.3866	3.3866	3.3866
CDS Commodity	0.0572	0.0607	0.0606	0.0595	0.0592	0.0587	0.0587	0.0675	0.0689	0.0689	0.0701	0.0842
CDS ACA Charge	0.0017	0.0017	0.0017	0.0017	0.0017	0.0017	0.0017	0.0017	0.0017	0.0019	0.0019	0.0019
FT1 Access Area Demand	10.8000	10.8130	10.8130	10.8130	10.8130	10.8130	10.8130	10.9190	10.9190	10.9190	10.9190	10.9190
FT1 Market Area Demand	3.5485	3.5476	3.5476	3.5476	3.5476	3.5476	3.5476	3.5502	3.5502	3.5502	3.5502	3.5502
FT1 Commodity	0.0585	0.0619	0.0619	0.0600	0.0600	0.0600	0.0600	0.0600	0.0600	0.0600	0.0706	0.0946
FT1 ACA Charge	0.0017	0.0017	0.0017	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0019	0.0019
SS1 Demand 400121	5.5340	5.5370	5.5370	5.5370	5.5370	5.5370	5.5370	5.5650	5.5650	5.5650	5.5650	5.5650
Space Charge	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293
Handling fr Storage	0.0428	0.0436	0.0436	0.0436	0.0436	0.0436	0.0436	0.0461	0.0461	0.0461	0.0461	0.0589
Excess Withdrawal	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Storage Injection	0.0000	0.0281	0.0280	0.0280	0.0280	0.0280	0.0280	0.0280	0.0280	0.0280	0.0280	0.0339
Excess Injection	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.1527	0.1586
Storage Surcharge Credit	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
SS1 Demand 400209	5.5340	5.5370	5.5370	5.5370	5.5370	5.5370	5.5370	5.5650	5.5650	5.5650	5.5650	5.5650
Space Charge	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293	0.1293
Handling fr Storage	0.0428	0.0436	0.0436	0.0436	0.0436	0.0436	0.0436	0.0461	0.0461	0.0461	0.0461	0.0589
Excess Withdrawal	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Storage Injection	0.0000	0.0280	0.0280	0.0280	0.0280	0.0280	0.0280	0.0280	0.0280	0.0280	0.0280	0.0339
Excess Injection	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Storage Surcharge Credit	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
FTS-2 Demand	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590	7.9590
FTS-7 Demand	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760	6.5760
FTS-8 Demand	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640	6.8640
FT-1 Acc.Area Dem. 800514	10.8000	10.8130	10.8130	10.8130	10.8130	10.8130	10.8130	10.9190	10.9190	10.9190	10.9190	10.9023
FT-1 Market Area Demand	2.2387	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385	2.2391	2.2391	2.2391	2.2391	2.2391
FT Commodity	0.0560	0.0594	0.0594	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0684	0.0868
FT-1 ACA Charge	0.0017	0.0017	0.0017	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0019	0.0019
FT1-3 Cap.Rel. demand credit 800514	0.0000	0.0000	0.0000	0.1850	0.2402	0.2402	0.2402	0.2423	0.2423	0.0350	0.0000	0.0000
FT-1 Acc.Area Dem. 800515	10.8000	10.8130	10.8130	10.8130	10.8130	10.8130	10.8130	10.9190	10.9190	10.9190	10.9190	10.9023
FT-1 Market Area Demand	2.2387	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385	2.2391	2.2391	2.2391	2.2391	2.2391
FT Commodity	0.0560	0.0594	0.0594	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0684	0.0868
FT-1 ACA Charge	0.0017	0.0017	0.0017	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0019	0.0019
FT1-3 Cap.Rel. demand credit 800515	0.0000	0.0000	0.0000	0.1460	0.2403	0.2402	0.2402	0.2423	0.2423	0.0360	0.0000	0.0000
CDS 800232 M1-M2 Cap. Rel.	0.3239	0.6156	0.6156	0.6156	0.5241	0.5065	0.4314	0.3813	0.3834	0.3540	0.4336	0.6191
FT1-800233 M1-M3 Cap. Rel.	0.1513	0.1514	0.1720	0.1952	0.1947	0.1728	0.1728	0.1737	0.1655	0.4017	0.1583	0.4600
FTS-2,7,8 ACA	0.0017	0.0017	0.0017	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0019	0.0019

Philadelphia Gas Works
Cost of Fuels Purchased
Texas Eastern

Amount - \$	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Estimate Dec-09
CDS Access Area Demand	\$ 826,725	\$ 827,700	\$ 827,700	\$ 827,700	\$ 827,700	\$ 827,700	\$ 827,700	\$ 835,650	\$ 835,650	\$ 835,650	\$ 835,650	\$ 835,650
CDS Market Area Demand	\$ 330,313	\$ 330,249	\$ 330,249	\$ 330,249	\$ 330,249	\$ 330,249	\$ 330,249	\$ 330,441	\$ 330,441	\$ 330,441	\$ 330,441	\$ 330,441
CDS Commodity	\$ 127,468	\$ 91,465	\$ 69,510	\$ 56,396	\$ 42,169	\$ 34,763	\$ 35,664	\$ 41,023	\$ 39,664	\$ 66,214	\$ 67,306	\$ 167,307
CDS ACA Charge	\$ 3,788	\$ 2,960	\$ 1,951	\$ 1,610	\$ 1,211	\$ 1,007	\$ 1,034	\$ 1,034	\$ 989	\$ 1,825	\$ 1,824	\$ 3,777
FT1 Access Area Demand	\$ 257,278	\$ 257,587	\$ 257,587	\$ 257,587	\$ 257,587	\$ 257,587	\$ 257,587	\$ 260,112	\$ 260,112	\$ 260,112	\$ 260,112	\$ 260,112
FT1 Market Area Demand	\$ 194,733	\$ 194,687	\$ 194,687	\$ 194,687	\$ 194,687	\$ 194,687	\$ 194,687	\$ 194,826	\$ 194,826	\$ 194,826	\$ 194,826	\$ 194,826
FT1 Commodity	\$ 14,325	\$ 13,890	\$ 15,157	\$ 15,157	\$ 15,157	\$ 15,157	\$ 15,157	\$ 17,195	\$ 17,195	\$ 17,195	\$ 17,195	\$ 23,806
FT1 ACA Charge	\$ 416	\$ 376	\$ 416	\$ 416	\$ 416	\$ 416	\$ 416	\$ 478	\$ 478	\$ 478	\$ 478	\$ 478
SS1 Demand 400121	\$ 244,149	\$ 244,281	\$ 244,281	\$ 244,281	\$ 244,281	\$ 244,281	\$ 244,281	\$ 245,517	\$ 245,517	\$ 245,517	\$ 245,517	\$ 245,517
Space Charge	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522	\$ 28,522
Handling fr Storage	\$ 25,823	\$ 13,912	\$ 15,344	\$ 9,203	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138	\$ 4,241	\$ 16,270
Excess Withdrawal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storage Injection	\$ -	\$ 1	\$ 381	\$ 2,760	\$ 6,934	\$ 11,424	\$ 6,476	\$ 11,810	\$ 4,440	\$ 7,448	\$ 2,428	\$ 1,676
Excess Injection	\$ -	\$ -	\$ 552	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storage Surcharge Credit	\$ (25,069)	\$ (25,057)	\$ (24,705)	\$ (24,656)	\$ (24,749)	\$ (25,161)	\$ (25,168)	\$ (26,113)	\$ (25,183)	\$ (24,867)	\$ (25,505)	\$ (25,226)
SS1 Demand 400209	\$ 115,367	\$ 115,430	\$ 115,430	\$ 115,430	\$ 115,430	\$ 115,430	\$ 115,430	\$ 116,014	\$ 116,014	\$ 116,014	\$ 116,014	\$ 116,014
Space Charge	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529	\$ 26,529
Handling fr Storage	\$ 22,526	\$ 11,078	\$ 15,012	\$ 11,107	\$ 192	\$ -	\$ -	\$ -	\$ -	\$ 2,772	\$ 4,135	\$ 20,659
Excess Withdrawal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storage Injection	\$ -	\$ 354	\$ 837	\$ 3,673	\$ 9,980	\$ 5,235	\$ 10,985	\$ 5,547	\$ 10,631	\$ 3,626	\$ 3,294	\$ 2,917
Excess Injection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storage Surcharge Credit	\$ (11,851)	\$ (11,845)	\$ (11,679)	\$ (11,656)	\$ (11,703)	\$ (11,897)	\$ (11,901)	\$ (12,348)	\$ (11,908)	\$ (11,664)	\$ (12,060)	\$ (11,928)
FTS-2 Demand	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931	\$ 42,931
FTS-7 Demand	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214	\$ 51,214
FTS-8 Demand	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467	\$ 176,467
FT-1 Acc-Area Dem. 800514	\$ 194,400	\$ 194,634	\$ 194,634	\$ 194,634	\$ 194,634	\$ 194,634	\$ 194,634	\$ 196,542	\$ 196,542	\$ 196,542	\$ 196,542	\$ 196,542
FT-1 Market Area Demand	\$ 25,687	\$ 25,685	\$ 25,685	\$ 25,685	\$ 25,685	\$ 25,685	\$ 25,685	\$ 25,691	\$ 25,691	\$ 25,691	\$ 25,691	\$ 25,691
FT Commodity	\$ 31,245	\$ 29,935	\$ 33,142	\$ 25,685	\$ 25,685	\$ 25,685	\$ 25,685	\$ 25,691	\$ 25,691	\$ 25,691	\$ 25,691	\$ 25,691
FT-1 ACA Charge	\$ 949	\$ 857	\$ 949	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FT-1-3 Cap.Rel. demand credit 800514	\$ -	\$ -	\$ 949	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FT-1 Acc-Area Dem. 800515	\$ 194,400	\$ 194,634	\$ 194,634	\$ 194,634	\$ 194,634	\$ 194,634	\$ 194,634	\$ 196,542	\$ 196,542	\$ 196,542	\$ 196,542	\$ 196,542
FT-1 Market Area Demand	\$ 25,687	\$ 25,685	\$ 25,685	\$ 25,685	\$ 25,685	\$ 25,685	\$ 25,685	\$ 25,691	\$ 25,691	\$ 25,691	\$ 25,691	\$ 25,691
FT Commodity	\$ 31,245	\$ 29,935	\$ 33,142	\$ 25,685	\$ 25,685	\$ 25,685	\$ 25,685	\$ 25,691	\$ 25,691	\$ 25,691	\$ 25,691	\$ 25,691
FT-1 ACA Charge	\$ 949	\$ 857	\$ 949	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FT-1-3 Cap.Rel. demand credit 800515	\$ -	\$ -	\$ 949	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CDS 800232 M1-M2 Cap. Rel.	\$ (38,804)	\$ (53,313)	\$ (76,430)	\$ (75,146)	\$ (219,282)	\$ (185,067)	\$ (195,864)	\$ (194,130)	\$ (141,388)	\$ (117,188)	\$ (111,057)	\$ (108,858)
FT1-800233 M1-M3 Cap. Rel.	\$ (368,652)	\$ (333,356)	\$ (369,072)	\$ (505,967)	\$ (522,832)	\$ (505,967)	\$ (522,832)	\$ (526,778)	\$ (383,464)	\$ (396,246)	\$ (328,744)	\$ (339,702)
FTS-2,7,8 ACA	\$ 1,802	\$ 1,467	\$ 673	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 191	\$ 1,970
TOTAL	\$ 2,550,363	\$ 2,509,171	\$ 2,442,364	\$ 2,024,829	\$ 1,722,743	\$ 1,774,689	\$ 1,739,218	\$ 1,754,771	\$ 1,958,129	\$ 2,248,446	\$ 2,454,863	\$ 2,605,503

Philadelphia Gas Works Cost of Fuels Purchased Equitrans

Volumes	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Estimate Dec-09
STS-1 Cap. Res. Chge.	4,998	4,998	4,998	2,613	2,613	2,613	2,613	2,613	2,613	2,613	4,998	4,998
STS-1 Commodity Inj.				78,360	80,972	78,360	80,972	80,972	78,360	54,286	4,998	
SS-3 Demand	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998
SS-3 Space Charge	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500	522,500
SS-3 Storage Withdrawal	154,938	129,952	47,686									
SS-3 Storage Injection				76,920	79,484	76,920	79,484	79,484	76,920	53,288		
ACA STS-1				78,360	80,972	78,360	80,972	80,972	78,360	54,286		
Pipeline Safety Cost Tracker				78,360	80,972	78,360	80,972	80,972	78,360	54,286		
Rates - \$												
STS-1 Cap. Res. Chge.	5.3098	5.3098	5.3098	4.7451	4.7451	4.7451	4.7451	4.7451	4.7451	4.7451	5.3098	5.3098
STS-1 Commodity Inj.	0.0094	0.0094	0.0094	0.0094	0.0094	0.0094	0.0094	0.0094	0.0094	0.0094	0.0094	0.0094
SS-3 Demand	1.4949	1.4949	1.4949	1.4949	1.4949	1.4949	1.4949	1.4949	1.4949	1.4949	1.4949	1.4949
SS-3 Space Charge	0.0262	0.0262	0.0262	0.0262	0.0262	0.0262	0.0262	0.0262	0.0262	0.0262	0.0262	0.0262
SS-3 Storage Withdrawal	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069
SS-3 Storage Injection	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069	0.0069
ACA STS-1	0.0017	0.0017	0.0017	0.0017	0.0017	0.0017	0.0017	0.0017	0.0017	0.0017	0.0017	0.0017
Pipeline Safety Cost Tracker	0.0865	0.0865	0.0865	0.1329	0.1329	0.1329	0.1329	0.1329	0.1329	0.1329	0.1329	0.1329
Total Amount - \$												
STS-1 Transp. Demand	\$ 26,538	\$ 26,538	\$ 26,538	\$ 12,399	\$ 12,399	\$ 12,399	\$ 12,399	\$ 12,399	\$ 12,399	\$ 12,399	\$ 26,538	\$ 26,538
STS-1 Commodity Inj.	\$ -	\$ -	\$ -	\$ 737	\$ 761	\$ 737	\$ 761	\$ 761	\$ 737	\$ 510	\$ -	\$ -
SS-3 Demand	\$ 7,472	\$ 7,472	\$ 7,472	\$ 7,472	\$ 7,472	\$ 7,472	\$ 7,472	\$ 7,472	\$ 7,472	\$ 7,472	\$ 7,472	\$ 7,472
SS-3 Space Charge	\$ 13,690	\$ 13,690	\$ 13,690	\$ 13,690	\$ 13,690	\$ 13,690	\$ 13,690	\$ 13,690	\$ 13,690	\$ 13,690	\$ 13,690	\$ 13,690
SS-3 Storage Withdrawal	\$ 1,069	\$ 897	\$ 329	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 966
SS-3 Storage Injection				\$ 531	\$ 548	\$ 531	\$ 548	\$ 548	\$ 531	\$ 368	\$ -	\$ -
ACA STS-1				\$ 133	\$ 138	\$ 133	\$ 138	\$ 138	\$ 133	\$ 103	\$ -	\$ -
Pipeline Safety Cost Tracker				\$ 10,414	\$ 10,761	\$ 10,414	\$ 10,761	\$ 10,761	\$ 10,414	\$ 7,215	\$ -	\$ -
*Adjustment for Overpayment	\$ (300)											
TOTAL	\$ 48,468	\$ 48,696	\$ 48,028	\$ 45,375	\$ 45,768	\$ 45,375	\$ 45,768	\$ 45,768	\$ 45,375	\$ 41,768	\$ 47,699	\$ 48,665

Philadelphia Gas Works
Cost of Fuels Purchased
Dominion

Volumes	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Estimate Dec-09
GSS Storage Demand	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047	34,047
GSS Storage Capacity	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971	3,918,971
GSS Storage Injection	-	-	-	189,481	475,644	475,545	483,701	487,767	466,290	217,602	-	3,918,971
GSS Handling from Storage	920,004	744,775	353,699	-	-	-	-	-	-	-	102,141	911,493
GSS-TE Surcharge	920,004	744,775	353,699	-	-	-	-	-	-	-	102,141	911,493
GSS-TE Excess Injection	-	-	-	-	-	-	-	-	-	-	-	-
Rates -- \$												
GSS Storage Demand	\$ 1.8815	\$ 1.8815	\$ 1.8815	\$ 1.8815	\$ 1.8815	\$ 1.8815	\$ 1.8815	\$ 1.8815	\$ 1.8815	\$ 1.8815	\$ 1.8773	\$ 1.8773
GSS Storage Capacity	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145	\$ 0.0145
GSS Storage Injection	\$ 0.0230	\$ 0.0230	\$ 0.0230	\$ 0.0230	\$ 0.0230	\$ 0.0230	\$ 0.0230	\$ 0.0230	\$ 0.0230	\$ 0.0230	\$ 0.0230	\$ 0.0230
GSS Handling from Storage	\$ 0.0177	\$ 0.0177	\$ 0.0177	\$ 0.0177	\$ 0.0177	\$ 0.0177	\$ 0.0177	\$ 0.0177	\$ 0.0177	\$ 0.0177	\$ 0.0163	\$ 0.0163
GSS-TE Surcharge	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0050	\$ 0.0051	\$ 0.0051
GSS-TE Excess Injection	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363	\$ 0.6363
Total Amount -- \$												
GSS Storage Demand	\$ 64,059	\$ 64,059	\$ 64,059	\$ 64,059	\$ 64,059	\$ 64,059	\$ 64,059	\$ 64,059	\$ 64,059	\$ 64,059	\$ 63,916	\$ 63,916
GSS Storage Capacity	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825	\$ 56,825
GSS Storage Injection	\$ -	\$ -	\$ -	\$ 4,358	\$ 10,940	\$ 10,938	\$ 11,355	\$ 11,219	\$ 10,725	\$ 5,005	\$ -	\$ -
GSS Handling from Storage	\$ 16,284	\$ 13,183	\$ 6,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,665	\$ 14,857
GSS-TE Surcharge	\$ 4,600	\$ 3,724	\$ 1,768	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 521	\$ 4,649
GSS-TE Excess Injection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,336)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overrun/Penalty Distribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 141,769	\$ 137,791	\$ 128,913	\$ 125,243	\$ 131,824	\$ 125,486	\$ 132,240	\$ 132,103	\$ 131,609	\$ 125,889	\$ 122,927	\$ 140,247

Philadelphia Gas Works
 Pennsylvania Public Utilities Commission
 52 Pa. Code §53.61, et seq.

Schedule 2
 Item 53.64(C)(1)

For the Twelve Months Ending December 31, 2009

MONTH	TGPL		TETCO		Combined Total	
	Total	Volume	Total	Volume	Total	Volume
	Credits	DTH'S	Credits	DTH'S	Credits	DTH'S
Jan-09	\$ 523,900	1,588,103	\$ 407,657	1,429,867	\$ 931,556	3,017,970
Feb-09	\$ 396,110	1,035,020	\$ 386,669	1,010,278	\$ 782,779	2,045,298
Mar-09	\$ 435,882	1,054,217	\$ 445,502	1,146,783	\$ 881,384	2,201,000
Apr-09	\$ 564,717	1,922,130	\$ 759,853	2,430,910	\$ 1,324,570	4,353,040
May-09	\$ 743,043	3,298,433	\$ 1,037,527	2,898,061	\$ 1,780,570	6,196,494
Jun-09	\$ 762,207	3,345,460	\$ 979,101	2,835,040	\$ 1,741,307	6,180,500
Jul-09	\$ 784,061	3,461,068	\$ 871,348	2,804,488	\$ 1,655,410	6,265,556
Aug-09	\$ 787,167	3,471,440	\$ 1,018,872	2,944,037	\$ 1,806,039	6,415,477
Sep-09	\$ 439,662	2,068,760	\$ 813,203	2,553,390	\$ 1,252,866	4,622,150
Oct-09	\$ 469,891	2,036,049	\$ 553,051	2,433,500	\$ 1,022,942	4,469,549
Nov-09	\$ 404,194	856,180	\$ 439,801	970,780	\$ 843,995	1,826,960
Dec-09	\$ 406,508	795,863	\$ 448,559	915,034	\$ 855,067	1,710,897
TOTAL	\$ 6,717,343	24,932,723	\$ 8,161,143	24,372,168	\$ 14,878,486	49,304,891

Federal Tariff Provisions

Schedule 5
Item 53.64(c) (1)

**TRANSCONTINENTAL
GAS PIPE LINE CORPORATION**

FERC GAS TARIFF
FOURTH REVISED VOLUME NO. 1
(SUPERSEDING THIRD REVISED VOLUME NO. 1)
OF
TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff Should Be Addressed To:

Scott C. Turkington,
Director, Rates & Regulatory
Transcontinental Gas Pipe Line Company, LLC

MAILING ADDRESS: P. O. Box 1396
Houston, Texas 77251-1396

STREET ADDRESS: 2800 Post Oak Boulevard
Houston, Texas 77056

TELEPHONE NUMBER: (713) 215-3391

E-MAIL ADDRESS: scott.c.turkington@williams.com

FACSIMILE NUMBER: (713) 215-3483

TABLE OF CONTENTS

Contents -----	Sheet No. -----
Table of Contents	1
Preliminary Statement	4
Overview Map	5
Map - Zone 1	6
Map - Zone 2	7
Map - Zone 3	8
Map - Zones 4, 4A & 4B	9
Map - Zone 5	13
Map - Zone 6	17
GSS, LG-A, LG-S, and LNG Rates	21
WSS-Open Access, ESS and ISS Rates	22
EESWS Rates	23
S-2 Rates	24
LSS Rates	25
SS-1 Section 7(c) Storage Service Rates and SS-1 Open Access Storage Service	26
SS-2 Rates	27
Storage Fuel	28
Non-Conforming Service Agreements	29
Gathering Rates	30
List of Gathering Points	31
ICTS Rates	36
PAL Rates	36
FTN Rates	37
FT-G Rates	39
FT Rates	40
Reserved	59
IT Rates	79
Fuel - Transportation	81
Firm Certificated Rates	82
Interruptible Certificated Rates	84
Leidy Rates	85
SS-1 Section 7(c) Transportation Service Rates	86
Trading Fees and Trading Fuel Retention Percentages - OIA 1	87
Trading Fees and Trading Fuel Retention Percentages - OIA 2	88
FDLS Rates	89
IDLs Rates	90
Reserved	91

TABLE OF CONTENTS

Contents -----	Sheet No. -----
Rate Schedules:	
GSS - General Storage Service	100
LG-A - Liquefied Natural Gas Storage Service (Upstream of Carlstadt, New Jersey)	108
LNG - Liquefied Natural Gas Storage Service	113
S-2 - Storage Service (Oakford) Zone 6	119
LG-S - Liquefied Natural Gas Delivery - At Site (Carlstadt, New Jersey)	124
Reserved for Future Use	127
WSS-Open Access - Washington Storage Service-Open Access	133
LSS - Leidy Storage Service	141
SS-1 - Section 7(c) Storage Service	149
SS-1 - Open Access Storage Service	157
SS-1 - Section 7(c) Transportation Service	165
SS-2 - Storage Service	169
ICTS - Interconnect Transfer Service	175
FT - Firm Transportation	179
IT - Interruptible Transportation	210
FDLS - Firm Delivery Lateral Service	220
IDLS - Interruptible Delivery Lateral Service	228
Reserved	233
FT-G - Firm Transportation - G	265
FTN - Firm Transportation - Notice	276
Pooling - Pooling Service	290
ESS - Eminence Storage Service	293
EESWS - Emergency Eminence Storage Withdrawal Service	298
NS - Negotiated Sales Service	303
ISS - Interruptible Storage Service	304
PAL - Parking and Loaning Service	308
General Terms and Conditions	335
Reserved	481
Forms of Service Agreement	500

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC
FOURTH REVISED VOLUME NO. 1
TABLE OF CONTENTS

<u>Contents of First Revised Volume No. 2</u>	<u>Sheet No.</u>
Table of Contents	1
Applicability of Curtailment Rules	2
Special Rate Schedules:	
X-38 Valero Interstate Transmission Company (Formerly South Texas Natural Gas Gathering Company), Exchange and Delivery	3
X-40 National Fuel Gas Supply Corporation (Formerly United Natural Gas Company), Exchange	7
X-49 Consolidated Gas Supply Corporation, Exchange	11
X-57 North Penn Gas Company, Exchange	14
X-70 Mid Louisiana Gas Company, Exchange	18
X-122 Mid Louisiana Gas Company, Compression	22
X-123 Sea Robin Pipeline Company, Exchange	32
X-143 ANR Pipeline Company (Formerly Michigan Wisconsin Pipe Line Company), Exchange	36
X-170 Northern Natural Gas Company, Exchange	45
X-224 Penn Fuel Gas, Inc., National Gas Storage Corporation, National Fuel Gas Supply Corporation, Union Gas Company, Transportation	56
X-227 Delmarva Power & Light Company, National Fuel Gas Supply Corporation, National Gas Storage Corporation, Transportation	64
X-234 Columbia Gas Transmission Corporation, Exchange	72
X-236 Mid Louisiana Gas Company, Exchange and Transportation	85
X-256 Conoco Inc., Transportation	103
X-261 Amarex, Inc., Transportation	123
X-269 Elizabethtown Gas Company, Consolidated Gas Transmission Corporation, Transportation	137
X-270 Elizabethtown Gas Company, National Fuel Gas Supply Corporation, Transportation	159
X-274 Public Service Electric & Gas Company, Consolidated Gas Transmission Corporation, Transportation	181
X-275 Public Service Electric & Gas Company, National Fuel Gas Supply Corporation, Transportation	204
X-276 Elizabethtown Gas Company, National Fuel Gas Supply Corporation, Transportation	227

PRELIMINARY STATEMENT

Transcontinental Gas Pipe Line Company, LLC owns and operates an interstate natural gas transmission system extending from its sources of supply in Texas, Louisiana and Mississippi through the States of Texas, Louisiana, Mississippi, Alabama, Georgia, South Carolina, North Carolina, Virginia, Maryland, Pennsylvania and New Jersey to its termini in the New York Metropolitan Area.

The locations of the Company's transmission lines, compressor stations and the principal points at which it delivers gas are shown on the maps included herein.

Sales will be made under specific service agreements and rate schedules and the Company reserves the right to limit its agreements for transportation and sale of gas for resale to customers acceptable to the Company after consideration of its existing commitments, supplies of gas, delivery capacity, point of delivery and other factors deemed pertinent by the Company.

RATES AND CHARGES APPLICABLE TO STORAGE RATE SCHEDULES
 IN FERC GAS TARIFF FOURTH REVISED VOLUME NO. 1

Rate Schedule and Section	Base Rate (dt)	Electric Power Rate (dt)	Third Party Rate (dt)	Total Daily Rate (dt)
	(\$)	(\$)	(\$)	(\$)
GSS - General Storage Service				
3.2 (a) Demand Charge	0.06580	0.00011	0.03273	0.09864
3.2 (b) Storage Capacity Quantity Charge	0.00028	0.00000	0.00027	0.00055
3.2 (c) Quantity Injected Charge 1/	0.02741	0.00216	0.01346	0.04303
3.2 (d) Quantity Withdrawn Charge	0.02741	0.00216	0.00903	0.03860
3.2 (e) Excess Delivery from Buyer's Storage Gas Balance Charge	0.51083	0.00280	0.29721	0.81084
3.2 (f) Excess End of Season Inventory Charge See Section 14 of Rate Schedule GSS.				
		Third Party Fuel	Total Fuel	
3.3, 8 Injection Fuel	2.30%	1.79%	4.09%	
LG-A - Liquefied Natural Gas Storage Service				
3.2 (a) Demand Charge				0.04455
3.2 (b) Capacity Charge				0.00858
3.2 (c) Quantity Injected Charge				1.36905
3.2 (d) Quantity Withdrawn Charge				1.36905
11. Excess Delivery From Buyer's Liquefied Gas Balance Charge				7.75290
LG-S - Liquefied Natural Gas Delivery - At Site				
3.1 Rate				0.63700
			Daily Maximum Rate (dt)	Daily Minimum Rate (dt)
LNG - Liquefied Natural Gas Storage Service				
3.3 (a) Demand Charge			0.04455	0.00000
3.3 (b) Storage Capacity Quantity Charge			0.00858	0.00000
3.3 (c) Quantity Injected Charge			1.36905	1.36905
3.3 (d) Quantity Withdrawal Charge			1.36905	1.36905
10. Excess Delivery From Buyer's Liquefied Gas Balance Charge			7.75290	1.36905

Notes:

1/ Pursuant to Section 27 of the General Terms and Conditions of this Tariff, the quantity injection charge will be increased, when applicable, to include the ACA unit rate of \$0.00190.

RATES AND CHARGES APPLICABLE TO STORAGE RATE SCHEDULES
 IN FERC GAS TARIFF FOURTH REVISED VOLUME NO. 1
 (Continued)

Rate Schedule and Section		Maximum Daily Rate (dt)	Minimum Daily Rate (dt)

WSS-Open Access - Washington Storage Service		(\$)	(\$)

3.3 (a)	Demand Charge	0.02067	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00024	0.00000
3.3 (c)	Quantity Injected Charge	0.01295	0.01295
3.3 (d)	Quantity Withdrawal Charge	0.01295	0.01295
Incremental Rates			

Fortis Energy Marketing & Trading			

3.3 (a)	Demand Charge	0.05262	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00062	0.00000
3.3 (c)	Quantity Injected Charge	0.01295	0.01295
3.3 (d)	Quantity Withdrawal Charge	0.01295	0.01295
South Jersey Resources Group LLC			

3.3 (a)	Demand Charge	0.04744	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00056	0.00000
3.3 (c)	Quantity Injected Charge	0.01295	0.01295
3.3 (d)	Quantity Withdrawal Charge	0.01295	0.01295
ESS - Eminence Storage Service			

3.3 (a)	Demand Charge	0.01441	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00144	0.00000
3.3 (c)	Quantity Injected Charge	0.02505	0.02505
3.3 (d)	Quantity Withdrawal Charge	0.02505	0.02505
3.4	Injection Demand Charge	0.11786	0.00000
ISS - Interruptible Storage Service			

3.2 (a)	Inventory Charge	0.00075	0.00000
3.2 (b)	Quantity Injected Charge	0.01295	0.01295
3.2 (c)	Quantity Withdrawn Charge	0.01295	0.01295

Issued by: Frank J. Ferazzi, Vice President

Issued on: August 31, 2009

Effective on: October 1, 2009

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. CP08-430-000, issued February 27, 2009, 26 FERC ¶ 61,189

RATES AND CHARGES APPLICABLE TO STORAGE RATE SCHEDULES
IN FERC GAS TARIFF FOURTH REVISED VOLUME NO. 1
(Continued)

Rate Schedule and Section		Maximum Daily Rate (dt)	Minimum Daily Rate (dt)
EESWS - Emergency Eminence Storage Withdrawal Service		(\$)	(\$)
3.3 (a)	Demand Charge	0.01815	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00182	0.00000
3.3 (c)	Quantity Injected Charge	0.02505	0.02505
3.3 (d)	Quantity Withdrawal Charge	0.02505	0.02505

Issued by: Frank J. Ferazzi, Vice President
Issued on: December 15, 2008

Effective on: December 31, 2008

RATES AND CHARGES APPLICABLE TO
S-2 - STORAGE SERVICE

Section -----		Daily Charge (dt) -----
3.2(a)	Demand Charge	\$0.14819
3.2(b)	Capacity Charge	\$0.00422
3.2(c)	Injection Charge	\$0.03580
3.2(d)	Withdrawal Charge	\$0.05470
9.	Demand Charge Adjustment	\$0.38695
3.4	Injection Fuel	0.96 %
3.4	Withdrawal Fuel:	
	i. Summer Period - June 1 through September 30	3.04 %
	ii. Fall Shoulder Period - October 1 through November 30	3.04 %
	iii. Winter Period - December 1 through March 31	3.11 %
	iv. Spring Shoulder Period - April 1 through May 31	3.04 %
3.4	Inventory Level Fuel	0.08 %

RATES AND CHARGES APPLICABLE TO
 RATE SCHEDULE SS-1 SECTION 7(C) STORAGE SERVICE

Section -----		Daily Charge (dt) ----- (\$)
3.2 (a)	Demand Charge	0.04076
3.2 (b)	Storage Capacity Quantity Charge	0.00058
3.2 (c)	Quantity Injected Charge 1/	0.05620
3.2 (d)	Quantity Withdrawal Charge	0.04240

RATES AND CHARGES APPLICABLE TO
 RATE SCHEDULE SS-1 OPEN ACCESS STORAGE SERVICE

Section -----		Maximum Daily Rate (dt) ----- (\$)	Minimum Rate (dt) 2/ ----- (\$)
3.3 (a)	Demand Charge	0.04076	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00058	0.00000
3.3 (c)	Quantity Injected Charge	0.05620	0.05620
3.3 (d)	Quantity Withdrawal Charge	0.04240	0.04240

Notes:

- 1/ Pursuant to Section 27 of the General Terms and Conditions of this Tariff, the quantity injection charge will be increased, when applicable, to include the ACA unit rate of \$0.00190.
- 2/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

RATES AND CHARGES APPLICABLE TO
 RATE SCHEDULE SS-2 - STORAGE SERVICE

Section -----		Base Rate (dt) ----- (\$)	Electric Power Rate (dt) ----- (\$)	Third Party Rate (dt) ----- (\$)	Daily Charge (dt) ----- (\$)
3.2 (a)	Demand Charge	0.04900	0.00011	0.25631	0.30542
3.2 (b)	Storage Capacity Quantity Charge	0.00000	0.00000	0.00088	0.00088
3.2 (c)	Quantity Injected Charge 1/	0.00446	0.00216	0.01552	0.02214
3.2 (d)	Quantity Withdrawal Charge	0.00446	0.00216	0.01541	0.02203
	Fuel Retention 2/				
8 (a)	Injection - National Fuel Rate Schedule SS-1				1.40 %
8 (a)	Withdrawal - National Fuel Rate Schedule SS-1				1.42 %
8 (b)	Withdrawal - National Fuel Rate Schedule X-54				0.50 %
8 (c)	Adjustment to Storage Gas Balances (dt) by customer for the Period November 2008 through March 2009:				
	Consolidated Edison Co of NY				208
	Keyspan - Long IS				285
	New Jersey Natural Gas Company				177
	S. Jersey Gas				338
	UGI Penn Natural Gas, Inc.				515
	UGI Utilities Inc.				117

Notes:

- 1/ Pursuant to Section 27 of the General Terms and Conditions of this Tariff, the quantity injection charge will be increased, when applicable, to include the ACA unit rate of \$0.00190.
- 2/ Such fuel percentages reflect the fuel retained by National Fuel Gas Supply Corp.

STORAGE SERVICES FUEL RETENTION

<u>Rate Schedule</u>	<u>Fuel Retention Percentages 1/</u>
GSS	4.09%
WSS-Open Access	2.03%
LG-A	36.18%
LNG	36.18%
LG-S	36.18%
ISS	2.03%

1/ Applicable to quantities nominated for injection or return into storage.

FIRM TRANSPORTATION SERVICE RATES
 APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO
 RATE SCHEDULE FT AND PART 284 OF THE
 REGULATIONS OF THE FERC

Daily Reservation Rate per dt

Receipt & Delivery Zone	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate 1/	Minimum Rate 2/ 3/
-----	-----	-----	-----	-----	-----
	(\$)	(\$)	(\$)	(\$)	(\$)
1-1	0.07175	0.00000	0.00009	0.07184	0.00009
1-2, 2-1	0.09787	0.00000	0.00020	0.09807	0.00020
1-3, 3-1	0.14173	0.00000	0.00037	0.14210	0.00037
1-4, 4-1	0.29973	0.00000	0.00095	0.30068	0.00095
1-5, 5-1	0.41218	0.00000	0.00138	0.41356	0.00138
1-6, 6-1	0.47860	0.00000	0.00165	0.48025	0.00165
2-2	0.07813	0.00000	0.00011	0.07824	0.00011
2-3, 3-2	0.12199	0.00000	0.00028	0.12227	0.00028
2-4, 4-2	0.27999	0.00000	0.00086	0.28085	0.00086
2-5, 5-2	0.39244	0.00000	0.00129	0.39373	0.00129
2-6, 6-2	0.45886	0.00000	0.00156	0.46042	0.00156
3-3	0.09587	0.00000	0.00017	0.09604	0.00017
3-4, 4-3	0.25387	0.00000	0.00075	0.25462	0.00075
3-5, 5-3	0.36632	0.00000	0.00118	0.36750	0.00118
3-6, 6-3	0.43274	0.00000	0.00145	0.43419	0.00145
4-4	0.21001	0.00000	0.00058	0.21059	0.00058
4-5, 5-4	0.32246	0.00000	0.00101	0.32347	0.00101
4-6, 6-4	0.38888	0.00000	0.00128	0.39016	0.00128
4A-4A	0.09094	0.00000	0.00016	0.09110	0.00016
4B-4B	0.07588	0.00000	0.00010	0.07598	0.00010
4B-4A, 4A-4B	0.11481	0.00000	0.00026	0.11507	0.00026
5-5	0.16446	0.00000	0.00043	0.16489	0.00043
5-6, 6-5	0.23088	0.00000	0.00070	0.23158	0.00070
6-6	0.11843	0.00000	0.00027	0.11870	0.00027

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 30 shall apply to quantities transported through gathering facilities.

Notes:

- 1/ The Fixed and Variable Cost unit rates plus the Electric Power unit rate.
- 2/ The Variable Cost unit rate plus the Electric Power unit rate.
- 3/ The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall not be less than zero.

FIRM TRANSPORTATION SERVICE RATES
 APPLICABLE TO TRANSPORTATION RENDERED PURSUANT TO RATE SCHEDULE FT
 AND PART 284 OF THE REGULATIONS OF THE FERC (CONTINUED)

Commodity Rate per dt (excluding surcharge) 1/

Receipt & Delivery Zone	Fixed Cost Unit Rate	Variable Cost Unit Rate	Electric Power Unit Rate	Maximum Rate 2/	Minimum Rate 3/
	(\$)	(\$)	(\$)	(\$)	(\$)
1-1	0.00000	0.00142	0.00072	0.00214	0.00214
1-2, 2-1	0.00000	0.00340	0.00173	0.00513	0.00513
1-3, 3-1	0.00000	0.00566	0.00280	0.00846	0.00846
1-4, 4-1	0.00000	0.01573	0.00779	0.02352	0.02352
1-5, 5-1	0.00000	0.02329	0.01151	0.03480	0.03480
1-6, 6-1	0.00000	0.02759	0.01367	0.04126	0.04126
2-2	0.00000	0.00214	0.00101	0.00315	0.00315
2-3, 3-2	0.00000	0.00440	0.00208	0.00648	0.00648
2-4, 4-2	0.00000	0.01447	0.00707	0.02154	0.02154
2-5, 5-2	0.00000	0.02203	0.01079	0.03282	0.03282
2-6, 6-2	0.00000	0.02633	0.01295	0.03928	0.03928
3-3	0.00000	0.00242	0.00107	0.00349	0.00349
3-3 (WSS-Open Access Wth)	0.00000	0.00016	0.00000	0.00016	0.00016
3-4, 4-3	0.00000	0.01249	0.00606	0.01855	0.01855
3-5, 5-3	0.00000	0.02005	0.00978	0.02983	0.02983
3-6, 6-3	0.00000	0.02435	0.01194	0.03629	0.03629
4-4	0.00000	0.01023	0.00499	0.01522	0.01522
4-5, 5-4	0.00000	0.01779	0.00871	0.02650	0.02650
4-6, 6-4	0.00000	0.02209	0.01087	0.03296	0.03296
4A-4A	0.00000	0.00250	0.00120	0.00370	0.00370
4B-4B	0.00000	0.00170	0.00079	0.00249	0.00249
4B-4A, 4A-4B	0.00000	0.00404	0.00199	0.00603	0.00603
5-5	0.00000	0.00772	0.00372	0.01144	0.01144
5-6, 6-5	0.00000	0.01202	0.00588	0.01790	0.01790
6-6	0.00000	0.00446	0.00216	0.00662	0.00662

Gathering Charges

In addition to the charges above, the gathering rates on Sheet No. 30 shall apply to quantities transported through gathering facilities.

Notes:

- 1/ Pursuant to Section 27 of the General Terms and Conditions, the above charges shall be increased to include the ACA unit rate of \$0.00190, if applicable.
- 2/ The Fixed and Variable Cost unit rates plus the Electric Power unit rate.
- 3/ The Variable Cost unit rate plus the Electric Power unit rate.

FIRM AND INTERRUPTIBLE TRANSPORTATION FUEL REQUIREMENTS

Fuel Retention Percentages (for Receipts other than Zone 4A or Zone 4B)

Receipt	Delivery						
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 4A & 4B 1/	Zone 5	Zone 6
Zone 1	0.31%	0.76%	1.20%	3.29%	3.29%	4.89%	5.78%
Zone 2		0.45%	0.89%	2.98%	2.98%	4.58%	5.47%
Zone 3			0.44%	2.53%	2.53%	4.13%	5.02%
Zone 4				2.09%	2.09%	3.69%	4.58%
Zone 5						1.60%	2.49%
Zone 6							0.89%

Fuel Retention Percentages (for Receipts in Zone 4A or Zone 4B)

Receipt	Delivery								
	Zone 1 2/	Zone 2 2/	Zone 3 2/	Forward Haul In Zone 4	Backhaul Haul In Zone 4	Zone 4A	Zone 4B	Zone 5	Zone 6
Zone 4A	0.51%	0.51%	0.51%	2.60%	0.51%	0.51%	0.51%	4.20%	5.09%
Zone 4B	0.84%	0.84%	0.84%	2.93%	0.84%	0.84%	0.33%	4.53%	5.42%

The above fuel retention percentages apply only to the forward-haul portion, if any, of a transportation. For transactions in which the receipt zone is downstream of the delivery zone, the within zone fuel retention percentage(s) will apply for each zone(s) in which there is a forward haul movement of gas. No fuel will be retained on transportation which does not include a forward-haul movement of gas.

Notes:

- 1/ Transportation deliveries to Zone 4A or Zone 4B do not entail the forward-haul movement of gas in Zone 4A or Zone 4B.
- 2/ The stated fuel retention percentages for deliveries to Zones 1, 2 or 3 assume no forward-haul movement of gas in Zones 1, 2 or 3.

RATE SCHEDULE GSS
General Storage Service

1. AVAILABILITY

This rate schedule is available for the purchase from Transcontinental Gas Pipe Line Company, LLC (hereinafter called Seller) of natural gas storage service by any utility or gas distribution agency (hereinafter referred to as Buyer), when Buyer and Seller execute a service agreement for storage service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered by Seller to Buyer under the service agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations described in Sections 6 and 7 hereof, shall be considered to be firm, and shall not be subject to curtailment or interruption except that caused by force majeure or by operating conditions beyond Seller's or Buyer's control.

3. RATES, FUEL AND CHANGES IN RATES TO REFLECT A CHANGE IN RATES BY THE PIPELINE PROVIDING RELATED STORAGE SERVICE TO SELLER

- 3.1 The applicable charges set forth in that portion of the currently effective Sheet No. 21 of Volume No. 1 of this Tariff which relates to this rate schedule are incorporated herein.
- 3.2 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller for each day of each month the sum of the following amounts:
- (a) Demand Charge: A charge per day per dt of Storage Demand.
 - (b) Storage Capacity Quantity Charge: A charge per day per dt of Storage Capacity Quantity.
 - (c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.
 - (d) Quantity Withdrawn Charge: A charge per dt for gas withdrawn from storage for Buyer's account.
 - (e) Excess Delivery from Buyer's Storage Gas Balance Charge: A charge per dt for all gas withdrawn from storage for Buyer in excess of Buyer's firm withdrawal entitlement.
 - (f) Excess End of Season Inventory Charge: The portion of Dominion Transmission Inc.'s (Dominion) excess end of season inventory charge under Dominion's Rate Schedule GSS which is allocated to Buyers under this rate schedule.
- 3.3 In addition to the fuel allowance set forth in Section 8 of this rate schedule, Seller shall retain from Buyer's nominated storage injections a percentage or percentages as compensation for compressor fuel and gas otherwise used, or lost and unaccounted for, in Seller's operations. The respective fuel retention percentages pursuant to Section 3.3 and Section 8 of this Rate Schedule are specified on Sheet No. 21 of this Tariff. The total fuel retention percentage under this Rate Schedule is shown on Sheets Nos. 21 and 28 of this Tariff.
- 3.4 This Section sets forth the procedures to (i) change Seller's rates under this rate schedule when Dominion, a provider of storage service necessary for Seller to provide storage service under this rate schedule, changes the rates and charges payable by Seller for such storage service and (ii) to flow-through refunds received from Dominion attributable to such storage service. The effective date of a change in Seller's rates filed pursuant to this Section 3.4 shall coincide with the effective date of any change in rates by Dominion under Dominion's Rate Schedule GSS.
- (a) Rate Change - The charges under this rate schedule as shown on effective Sheet No. 21 of Volume No. 1 of this Tariff include amounts payable by Seller to Dominion for storage service under Dominion's Rate Schedule GSS. The service provided by Dominion is used by Seller to render a portion of the service to Buyers under Seller's Rate Schedule GSS. A change by Dominion in the charges payable by Seller shall be reflected in this rate schedule by the following procedure:

RATE SCHEDULE GSS
General Storage Service
(Continued)

3. RATES, FUEL AND CHANGES IN RATES TO REFLECT A CHANGE IN RATES
BY THE PIPELINE PROVIDING RELATED STORAGE SERVICE TO SELLER (Continued)

- 3.4 (a) (i) Demand Charge - The Demand Charge shown on Sheet No. 21 is based, in part, on Dominion's Storage Demand Charge and on the ratio of Seller's Storage Demand with Dominion to the Storage Demand of all Buyers under Seller's Rate Schedule GSS. Seller shall reduce or increase, as appropriate, the Demand Charge shown on Sheet No. 21 by an amount equal to the change in Dominion's Storage Demand Charge times the then-current ratio, rounded to the nearest one-thousandth of a cent.
- (ii) Storage Capacity Quantity Charge - The Storage Capacity Quantity Charge is based, in part, on Dominion's Storage Capacity Charge and on the ratio of Seller's Storage Capacity with Dominion to the Storage Capacity of all Buyers under Seller's Rate Schedule GSS. Seller shall reduce or increase, as appropriate, the Storage Capacity Quantity Charge shown on Sheet No. 21 by an amount equal to the change in Dominion's Storage Capacity Quantity Charge times the then-current ratio, rounded to the nearest one-thousandth of a cent.
- (iii) Quantity Injected Charge and Quantity Withdrawn Charge - The Quantity Injected charge and the Quantity Withdrawn Charge are based, in part, on Dominion's Injection and Withdrawal Charges and on the ratio of Seller's projected injections and withdrawals with Dominion to the total projected injections and withdrawals of all Buyers under Seller's Rate Schedule GSS. Seller shall reduce or increase, as appropriate, the Quantity Injected Charge and the Quantity Withdrawn Charge shown on Sheet No. 21 by an amount equal to the change in Dominion's Injection and Withdrawal Charges times the then-current ratio, rounded to the nearest one-thousandth of a cent.
- (iv) Other Charges - The other charges contained in this rate schedule shall be changed to reflect any changes filed pursuant to subsections (i), (ii) and (iii) above.
- (b) Notification - Seller shall give notice on lLine of any proposed rate change filed by Dominion which Seller is authorized to track under this rate schedule within three (3) business days following Seller's receipt of such filing. Such notice shall include the expected effect on Seller's rates under this Rate Schedule.
- (c) Seller's Tracker Filings - Seller shall file to track any rate change by Dominion which affects Seller's rates under this rate schedule no later than thirty (30) days following the issuance date of the Commission order which accepts and makes effective Dominion 's rate change. The effective date of such change in Seller's rates shall coincide with the effective date of any change in rates by Dominion.
- (d) Refunds and Surcharges - Within forty-five (45) days of receipt thereof, Seller shall refund to Buyers under Seller's Rate Schedule GSS the proportion of the amount refunded to Seller by Dominion under Dominion 's Rate Schedule GSS which pertains to service provided by Seller under Seller's Rate Schedule GSS, including any interest paid by Dominion. Such refund shall also include interest accrued by Seller while the funds received from Dominion are in Seller's possession. Seller shall bill Buyers under this Rate Schedule for any surcharges paid by Seller, including any interest paid by Seller. Each Buyer's proportionate share of any refund or surcharge shall be determined in the same manner as the refund or surcharge from Dominion was determined.

4. MINIMUM BILL

The minimum bill shall be the sum of the Demand Charge and the Storage Capacity Quantity Charge.

RATE SCHEDULE GSS
General Storage Service
(Continued)

5. DEFINITIONS

5.1 Storage Demand

The Storage Demand shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

5.2 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the service agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder. The Storage Capacity Quantity shall be at least fifty (50) times and not more than one hundred ten (110) times Buyer's Storage Demand.

5.3 Reserved for Future Use

5.4 Reserved for Future Use

5.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

6. INJECTIONS INTO STORAGE

6.1 General Procedure

(a) When Buyer desires Seller to store gas for its account under this Rate Schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated, subject to the limitations set forth below in this Section. Gas for injection hereunder shall be made available by Buyer to Seller from gas available as a result of transportation services performed by Seller for Buyer or Buyer's designee.

RATE SCHEDULE GSS
General Storage Service
(Continued)

6. INJECTIONS INTO STORAGE (Continued)

6.1 (b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this Rate Schedule on such day.

6.2 Notice Required

Buyer shall nominate injections under this Rate Schedule in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

6.3 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, at least one-one hundred eightieth (1/180) of Buyer's Storage Capacity Quantity until such time as Buyer's Storage Gas Balance is equal to one-half (1/2) of Buyer's Storage Capacity Quantity and thereafter at least one-two hundred fourteenth (1/214) of Buyer's Storage Capacity Quantity. Seller shall provide notice on 1Line of the availability of daily injection quantities in excess of the foregoing daily injection obligations.

6.4 Limitation upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

7. WITHDRAWALS FROM STORAGE

7.1 General Procedure

(a) When Buyer desires the delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon deliver to Buyer the quantity of gas so nominated, subject to the limitations set forth below in this section.

RATE SCHEDULE GSS
General Storage Service
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.1 (b) Buyer may take delivery of quantities of gas stored for Buyer's account under this rate schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 7.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this rate schedule on such day.

7.2 Notice Required

Buyer shall nominate withdrawals under this Rate Schedule in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

7.3 Quantity and Inventory Limitations

In the event Seller determines that it can make available for withdrawal and delivery quantities in excess of the quantity entitlements and delivery obligations set forth in Sections 7.3(a), (b) or (c) below, Seller shall provide notice on 1Line of the availability of such excess withdrawals and deliveries.

(a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this rate schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operators thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Storage Demand. If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage and deliver, the gas deliverable on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day, Buyer shall be entitled to receive the following daily quantities:

- (i) Buyer's Storage Demand, provided Buyer's Storage Gas Balance is 35 percent or more of Buyer's Storage Capacity Quantity.
- (ii) 99 percent of Buyer's Storage Demand, provided Buyer's Storage Gas Balance is greater than or equal to 20 percent and less than 35 percent of Buyer's Storage Capacity Quantity.
- (iii) 74 percent of Buyer's Storage Demand, provided Buyer's Storage Gas Balance is greater than or equal to 7 percent and less than 20 percent of Buyer's Storage Capacity Quantity.
- (iv) 55 percent of Buyer's Storage Demand, when Buyer's Storage Gas Balance is less than 7 percent of Buyer's Storage Capacity Quantity.

(b) Seller shall not be obligated to deliver a daily average of more than 87-1/2 percent of Buyer's Storage Demand during any consecutive 30-day period.

(c) Seller shall not be obligated to deliver gas to Buyer hereunder, when:

- (i) During the period from November 1 through February 14, such delivery would reduce Buyer's Storage Gas Balance to less than 20 percent of Buyer's Storage Capacity Quantity, and
- (ii) During the period from February 15 through March 1, such delivery would reduce Buyer's Storage Gas Balance to less than 7 percent of Buyer's Storage Capacity Quantity.

RATE SCHEDULE GSS
General Storage Service
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.3 Quantity and Inventory Limitations (Continued)

(d) Minimum Inventory

Buyer must maintain a Storage Gas Balance equal to or greater than the following percentages of Buyer's Storage Capacity Quantity on each day during the following months:

December	35%
January	35%
February	15%

If Buyer does not maintain the required Storage Gas Balance, then commencing on such day and continuing until Buyer's Storage Gas Balance is at the level required above, Seller's obligation to make deliveries to Buyer shall be reduced by five (5) percent of Buyer's Storage Demand.

(e) Minimum Turnover

During the Winter Period, Buyer's total withdrawals from storage must be equal to or greater than the amount by which Buyer's Storage Gas Balance as of the prior November 1 exceeds thirty-five percent (35%) of Buyer's Storage Capacity. If Buyer has failed to withdraw such quantities, then Buyer will be subject to the provisions of Section 14 of this Rate Schedule.

7.4 Operational Flow Order

(a) Seller shall have the right to issue, if necessary, during the period of February 15 through March 31 of each year, Operational Flow Order(s) ("OFO") to specific Buyers described in Section 7.4(b) if Seller determines that such action is necessary to manage conditions which may inhibit Seller's ability to deliver the Storage Demands of Buyers pursuant to Rate Schedule GSS. Seller may issue an OFO pursuant to this Section 7.4 only when Buyers' Storage Gas Balances, in aggregate, are 35 percent or less of Buyers' Storage Capacity Quantities.

(b) This OFO shall only apply if a portion of Buyer's GSS Storage service is supported by Seller's equity ownership interest in the Wharton Storage Field and that Buyer meets the conditions described in (i) or (ii) below:

(i) If a Buyer's Storage Gas Balance is greater than or equal to 20 percent and less than 28 percent of Buyer's Storage Capacity Quantity, Buyer's Storage Demand during the time period the OFO is in effect shall be reduced to 83 percent of Buyer's Storage Demand.

(ii) If a Buyer's Storage Gas Balance is greater than or equal to 7 percent and less than 13 percent of Buyer's Storage Capacity Quantity, Buyer's Storage Demand during the time period the OFO is in effect shall be reduced to 60 percent of Buyer's Storage Demand.

RATE SCHEDULE GSS
General Storage Service
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.4 Operational Flow Order (Continued)

- (c) Seller shall give Buyer at least twenty-four (24) hours advance notice of the OFO, unless exigent circumstances dictate otherwise. Each OFO will contain the following information:
 - (i) time and date of issuance;
 - (ii) effective time of the OFO (if no time is specified, the OFO shall be effective immediately);
 - (iii) anticipated duration of the OFO (if none is specified the OFO shall be effective until further notice); and
 - (iv) Seller will publish notices of implementation of an OFO pursuant to this Section 7.4 on lLine as expeditiously as possible.
- (d) Each OFO shall remain in effect until the earlier of:
 - (i) the time when, in Seller's judgment, the conditions that caused the OFO have been alleviated;
 - (ii) the time when Buyers' Storage Balances, in the aggregate, are equal to or greater than 35% of Buyers' Storage Capacity Quantities; or
 - (iii) the time when that individual Buyer's Storage Gas Balance no longer falls within levels described in Section 7.4(b) (i) or (ii) above.
- (e) Seller will publish notice of the termination of an OFO on lLine as expeditiously as possible.
- (f) Nothing in this Section 7.4 shall preclude Seller from issuing a general system OFO pursuant to Section 52 of the General Terms and Conditions of Seller's FERC Gas Tariff that would apply to Rate Schedule GSS service.

8. FUEL ALLOWANCE

In order to recover quantities of fuel retained by Dominion associated with the injection of natural gas quantities into storage, Seller will retain equivalent quantities from Buyer's storage injection quantities hereunder. Provided, however, Buyer may deliver or cause to be delivered to Seller such additional quantities of gas as Seller reasonably determines are required for fuel to effect injection of Buyer's injection quantities.

9. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

10. RESERVED FOR FUTURE USE

11. RESERVED FOR FUTURE USE

RATE SCHEDULE GSS
General Storage Service
(Continued)

12. DEMAND CHARGE ADJUSTMENT

If Seller fails or is unable to deliver during any one or more days the amount of natural gas which Buyer desires to take, up to the maximum quantity which Seller is obligated by the Storage Service Contract to deliver to Buyer, then the Demand Charge specified in Section 3.2(a) shall be reduced by an amount equal to that percentage of 365 times the currently effective charge as provided by Sections 3.1 and 3.2(a) of this rate schedule which the Storage Demand shall be of the Storage Capacity Quantity specified in the executed service agreement, per dt, times the difference between the quantity of natural gas actually delivered during said day or days and the quantity of natural gas scheduled by Buyer for delivery during said day or days.

The reduction in charges as provided above shall under no circumstances be considered as giving Seller the right to reduce its maximum daily delivery obligation nor shall such reduction be considered as a substitute for any other remedies available to Buyer against Seller for failure in respect to its obligation to deliver the maximum Storage Demand.

13. SCHEDULED DELIVERIES IN EXCESS OF FIRM ENTITLEMENT

Buyer may request Seller to deliver gas to Buyer on any day during the period extending from October 1 through April 30 in excess of Buyer's nomination of its firm storage entitlement for such day. Seller may make such excess delivery to Buyer if, in Seller's judgment, such delivery can be made without adverse effect on Seller's operations.

Buyer shall pay Seller, for any such delivery scheduled by Buyer and Seller, the applicable per dt charges set forth for any such delivery scheduled from Buyer's Storage Gas Balance, in that portion of the currently effective Sheet No. 21 of Volume No. 1 of this Tariff which relates to this rate schedule and which are incorporated herein.

14. FAILURE TO COMPLY WITH MINIMUM TURNOVER

14.1 If Buyer's Storage Gas Balance on April 15 of any year exceeds the level required by Section 7.3(e) of this Rate Schedule and Seller is assessed an excess end of season inventory charge by Dominion under Dominion's Rate Schedule GSS, Buyer shall be assessed its proportionate share of Seller's Excess End of Season Inventory Charge under this rate schedule.

14.2 Seller shall collect each Buyer's proportionate share of the Excess End of Season Inventory Charge by deducting the applicable quantity of gas from Buyer's Storage Gas Balance.

15. QUALITY

Refer to Section 3 of the General Terms and Conditions.

16. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

17. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are hereby made a part hereof.

RATE SCHEDULE S-2
Storage Service
Zone 6

1. AVAILABILITY

This rate schedule is available for the purchase of storage service from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) by Public Service Electric and Gas Company, PECO Energy Company, The Brooklyn Union Gas Company, Pivotal Utility Holdings, Inc., South Jersey Gas Company and Philadelphia Gas Works (each hereinafter referred to as Buyer) provided Buyer has executed a service agreement with Seller for service under this rate schedule. The availability of storage service hereunder is contingent on and subject to the availability of storage service provided by Texas Eastern Transmission, LP (TETCO) to Seller under TETCO's Rate Schedule X-28.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered by Seller to Buyer under the service agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations set forth in Sections 5 and 6 hereof, shall be on a firm basis and shall not be subject to reduction or interruption, except as provided in Section 11 of the General Terms and Conditions; provided, however, that in the event TETCO fails for any reason whatsoever to make deliveries to Seller or receive gas from Seller under TETCO's Rate Schedule X-28 then Seller's obligation hereunder shall be reduced accordingly.

3. RATES AND CHARGES

- 3.1 The applicable charges set forth in that portion of the currently effective Sheet No. 24 of Volume No. 1 of this Tariff which relates to this Rate Schedule are incorporated herein.
- 3.2 For natural gas service rendered to Buyer under this Rate Schedule, Buyer shall pay Seller for each day each month the sum of the following amounts:
- (a) Demand Charge: A charge per day per dt of Contract Storage Demand.
 - (b) Storage Capacity Charge: A charge per day per dt of Storage Capacity Quantity.
 - (c) Injection Charge: A charge per dt of natural gas nominated by Buyer for injection.
 - (d) Withdrawal Charge: A charge per dt of natural gas nominated by Buyer for withdrawal.
- 3.3 Storage Cost Credit - Seller shall credit Buyer's invoice each month by an amount equal to Buyer's proportionate share of the Storage Cost Credit received by Seller from TETCO, if any. Buyer's proportionate share of the Storage Cost Credit shall be calculated each month by multiplying Buyer's Contract Storage Demand as a percentage of total Contract Storage Demand under this Rate Schedule times the Storage Cost Credit received by Seller from TETCO.
- 3.4 Fuel Allowance - In order to recover quantities of fuel that TETCO retains for company use and for calculated normal operational loss associated with the injection, withdrawal and storage of natural gas quantities, Seller will retain equivalent quantities of fuel from Buyer's storage injection quantities (injection allowance) and withdrawal quantities (withdrawal allowance) and from Buyer's average daily balance of gas stored during the month (Inventory Level Allowance). Seller's fuel retention percentages are set forth on the currently effective Sheet No. 24 of Volume No. 1 of this Tariff.

RATE SCHEDULE S-2
Storage Service
Zone 6
(Continued)

4. DEFINITIONS

4.1 Injection Season

The Injection Season shall begin on April 16 and extend through the succeeding November 15.

4.2 Withdrawal Season

The Withdrawal Season shall begin on November 16 and extend through the next succeeding April 15.

4.3 Contract Storage Demand

The Contract Storage Demand shall be that quantity set forth in the service agreement and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

4.4 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the service agreement and shall be utilized to determine the Storage Capacity Charges payable by Buyer hereunder.

4.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

RATE SCHEDULE S-2
Storage Service
Zone 6
(Continued)

5. INJECTIONS INTO STORAGE

5.1 General Procedure

- (a) When Buyer desires Seller to store gas for its account under this rate schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated and actually tendered to Seller for Buyer's account at the point of receipt specified in the service agreement, subject to the limitations set forth below in this Section.
- (b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this rate schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 5.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this rate schedule on such day.

5.2 Notice Required

Buyer shall nominate injections under this rate schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

5.3 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner, based on Buyer's proportionate share of the quantities TETCO is obligated to inject for Seller under TETCO's Rate Schedule X-28.

5.4 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

RATE SCHEDULE S-2
Storage Service
Zone 6
(Continued)

6. WITHDRAWALS FROM STORAGE

6.1 General Procedure

- (a) When Buyer desires the delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon deliver to Buyer the quantity of gas so nominated, subject to the limitations set forth below in this section.
- (b) Buyer may take delivery of quantities of gas stored for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this Rate Schedule on such day.

6.2 Notice Required

Buyer shall nominate withdrawals under this Rate Schedule in accordance with nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit.

6.3 Quantity Limitations

- (a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this Rate Schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operator thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Contract Storage Demand.

If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage and deliver, the gas deliverable on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day during November 16 through April 15, Buyer shall be entitled to receive up to the quantities stated in Buyer's Service Agreement.

RATE SCHEDULE S-2
Storage Service
Zone 6
(Continued)

7. QUALITY

Refer to Section 3 of the General Terms and Conditions.

8. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

9. DEMAND CHARGE ADJUSTMENT

If Seller orders interruption or reduction of service to Buyer under the provisions of Section 11 of the General Terms and Conditions and the prorated quantity that Buyer is entitled to is less than the quantity Buyer requested in good faith on any day or days, then the Demand Charge payable hereunder shall be reduced by an amount equal to the sum of all such days' deficiencies multiplied by the applicable per dt charge set forth in that portion of the currently effective Sheet No. 24 of Volume No. 1 of this Tariff which relates to this rate schedule and which is incorporated herein.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions which are applicable to this rate schedule are hereby made a part hereof.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access

1. AVAILABILITY

- 1.1 This open-access rate schedule is available for the purchase from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) of Washington Storage Service by any person, company or agency (hereinafter referred to as Buyer), when Buyer and Seller execute a service agreement for Washington Storage Service under this rate schedule.
- 1.2 Service under this rate schedule is also available when Buyer has obtained released firm capacity from a Rate Schedule WSS-Open Access Buyer releasing such firm capacity ("Releasing Shipper") pursuant to Section 42 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This rate schedule shall apply to storage service rendered from the Washington Storage Field by Seller to Buyer including service released under this rate schedule pursuant to Section 42 of the General Terms and Conditions. Service shall be rendered pursuant to the Service Agreement executed for service hereunder and subject to Part 284 of the Commission's Regulations. Service rendered under this rate schedule, within the limitations described in Sections 6 and 7 hereof, shall not be subject to curtailment or interruption except that caused by force majeure or by operating conditions beyond Seller's or Buyer's control.

2.2 Pregranted Abandonment and Right of First Refusal

Section 284.221(d) of the Commission's Regulations shall apply to service under this rate schedule subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

3. RATES AND CHARGES

- 3.1 The maximum and minimum rates for service under this Rate Schedule are shown on the currently effective Sheet No. 22 of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this Rate Schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.
- 3.2 For purposes of capacity release, the Demand and Storage Capacity Quantity charges payable by Buyer shall be at a rate set forth in the applicable capacity release award posted on lline consistent with the provisions of Section 42 of the General Terms and Conditions. The maximum and minimum rates for service are shown on the effective Sheet No. 22 of Volume No. 1 of this Tariff, however, for releases that become effective on or after July 30, 2008, the maximum rate ceiling does not apply to such releases provided the release is for a term of one year or less and the release is to take effect on or before one year from the date on which the pipeline is notified of the release. The rate paid in any capacity release transaction not subject to the maximum rate ceiling will not be subject to refund.
- 3.3 For natural gas storage service rendered to Buyer under this Rate Schedule, Buyer shall pay Seller for each day of each month the sum of the following amounts:
- (a) Demand Charge: A charge per day per dt of Storage Demand. If Buyer acquires storage capacity through a volumetric storage release, the demand charge shall be the rate set forth in the applicable capacity release award posted on lline multiplied by the allocated withdrawal quantity (up to the contract maximum daily withdrawal quantity for each day); provided, however, Buyer's monthly bill may be subject to adjustment to account for any minimum volumetric commitment specified in such capacity release award.
 - (b) Storage Capacity Quantity Charge: A charge per day per dt of Storage Capacity Quantity. If Buyer acquires storage capacity through a volumetric storage release, the Storage Capacity Quantity Charge shall be the rate set forth in the applicable capacity release award posted on lline multiplied by the end of day storage balance.
 - (c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.
 - (d) Quantity Withdrawal Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

Issued by: Frank J. Ferazzi, Vice President

Issued on: January 22, 2009

Effective on: February 22, 2009

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. RM08-1, issued June 19, 2008, 23 FERC ¶ 61,286

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

4. DEFINITIONS

4.1 Storage Demand

The Storage Demand shall be that quantity set forth in the executed Service Agreement and shall be utilized to determine the Demand Charges payable by Buyer hereunder.

4.2 Storage Capacity Quantity

The Storage Capacity Quantity shall be specified in the executed Service Agreement and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder.

4.3 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

5. GENERAL DESCRIPTION OF OPERATION

Subject to the limitations described in Sections 6 and 7 hereof, Buyer shall provide Seller with a quantity of gas up to Buyer's Storage Capacity Quantity plus a percentage or percentages of such quantity as compensation for compressor fuel and gas otherwise used, or lost and unaccounted for, in Seller's operations. Such percentage(s) is specified in the currently effective Sheet No. 28 of Volume No. 1 of this Tariff and does not include the fuel to be retained by Seller under Seller's firm and interruptible transportation Rate Schedules to transport gas to and from the Washington Storage Field.

6. INJECTIONS INTO STORAGE

6.1 General Procedure

- (a) When Buyer desires Seller to store gas for its account under this Rate Schedule, Buyer or Buyer's designee shall nominate quantities to be delivered for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Buyer shall make available such scheduled quantity, plus fuel as determined in accordance with Section 5 hereof, and Seller shall thereupon inject the scheduled quantity into storage for Buyer's account on such day, subject to the provisions of Section 6.1(b). Gas for injection hereunder shall be made available by Buyer at the receipt point set forth in the executed WSS-Open Access Service Agreement as a result of transportation services performed for Buyer or Buyer's designee.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

6. INJECTIONS INTO STORAGE (Continued)

6.1 (b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this Rate Schedule on such day.

6.2 Daily Injection Quantity

The maximum quantity of gas which Seller can inject into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceeds the total quantity which Seller can inject into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, at least one-one hundred eightieth (1/180) of Buyer's Storage Capacity Quantity until such time as Buyer's Storage Gas Balance is equal to one-half (1/2) of Buyer's Storage Capacity Quantity and thereafter at least one-two hundred fourteenth (1/214) of Buyer's Storage Capacity Quantity. Seller shall provide notice on 1Line of the availability of daily injection quantities in excess of the foregoing daily injection obligations.

6.3 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedures only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity by an amount greater than or equal to Buyer's nominated injection quantity.

7. WITHDRAWALS FROM STORAGE

7.1 General Procedure

(a) When Buyer desires the withdrawal or delivery of gas stored for Buyer's account under this Rate Schedule, Buyer or Buyer's designee shall nominate quantities to be received subsequent to withdrawal in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Seller shall thereupon withdraw or deliver for Buyer or Buyer's designee the quantity of gas scheduled and Buyer's Storage Gas Balance shall be reduced by the quantity of gas scheduled for withdrawal on such day, subject to Section 7.1(b) below. Gas for withdrawal hereunder shall be made available by Seller at the delivery point set forth in the executed WSS-Open Access Service Agreement for subsequent transportation service for Buyer or Buyer's designee.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.1 (b) Buyer may cause Seller to withdraw quantities from storage for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 7.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this Rate Schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this Rate Schedule on such day.

7.2 Daily Withdrawal Quantity

The maximum quantity of gas which Seller can withdraw from storage on any day is dependent upon operating conditions in the Washington Storage Field and on Seller's system at the particular time. Seller shall endeavor to withdraw and deliver on any one day, as much of Buyer's nomination for such day as operating conditions will permit.

If, however, the total of all of the nominations exceed the total quantity which Seller can withdraw from storage on such day, each Buyer's storage withdrawal on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance utilizing Seller's records, provided that on any day Buyer shall be entitled to withdraw the following daily quantity:

Buyer's Storage Gas Balance As a Percent of Buyer's Storage Capacity Quantity -----	Buyer's Daily Withdrawal Entitlement As A Factor of Buyer's Storage Capacity Quantity -----
20- 0	1/155
40-21	1/125
60-41	1/105
80-61	1/ 95
100-81	1/ 85

Seller shall provide notice on 1line of the availability of daily withdrawal quantities in excess of the foregoing daily withdrawal entitlements.

7.3 Limitation Upon Total Withdrawal

Seller shall not withdraw gas for Buyer in excess of Buyer's Storage Gas Balance existing at any time.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

8. BASE GAS

This provision shall not apply to releases of capacity under Section 42 of the General Terms and Conditions that are not permanent releases for the remaining term of the Service Agreement.

8.1 Seller's Obligation to Provide Base Gas

Seller is obligated to maintain sufficient base gas to support total top gas capacity entitlements of its customers.

8.2 Right to Certain Buyers to Purchase Base Gas

Seller shall be the owner of Base Gas injected into the Washington Storage Field; however, Buyers who are former Rate Schedule WSS customers, that have converted to service under this Rate Schedule, shall be entitled to purchase and receive the quantity of Base Gas as shown below, when such Buyer no longer receives service from the Washington Storage Field, less two (2) percent of such quantity for injection and withdrawal fuel. Buyer shall pay Seller for such gas received a charge per dt equal to the sum of (1) the average demand charge per dt credited to Buyer's bill at the time gas was injected into storage as Base Gas, (2) the average commodity charge in effect under the applicable Rate Schedule for each Buyer at the time gas was injected into storage as Base Gas, and (3) the Quantity Withdrawal Charge in effect at the time of withdrawal.

Base Gas attributable to each Buyer is as follows:

MCF @ 14.73 PSIA

Atlanta Gas Light Company	2,329,800
Atmos Energy Corporation	149,718
Brooklyn Union Gas Company	5,798,096
Chesapeake Utilities Corp. d/b/a Delaware Division	53,585
Chesapeake Utilities Corp. d/b/a Maryland Division	12,426
City of Danville, Virginia	98,549
Clinton-Newberry Natural Gas Authority	155,320
City of Greenwood, South Carolina	23,298
City of Laurens, South Carolina	33,471
City of Shelby, North Carolina	9,708
City of Union, South Carolina	17,862
Consolidated Edison Company of N.Y. Inc.	4,629,190
Delmarva Power & Light Company	432,312
Fort Hill Natural Gas Authority	77,660
KeySpan Energy Delivery Long Island	1,672,962
Municipal Gas Authority of Georgia	11,649
Owens-Corning Sales, LLC	291,225
Patriots Energy Group	317,323
PECO Energy Company	1,383,433
Philadelphia Gas Works	1,251,530
Piedmont Natural Gas Company, Inc.	3,521,080
Pivotal Utility Holdings, Inc.	1,183,242
Public Service Company of North Carolina	1,048,410
South Carolina Electric & Gas Co.	168,052
Southwestern Virginia Gas Company	10,096
UGI Central Penn Gas, Inc.	194,150
Virginia Natural Gas, Inc.	271,810
Washington Gas Light Company	723,706

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

8. BASE GAS (Continued)

8.2 Right to Certain Buyers to Purchase Gas (Continued)

The Base Gas purchase rights shall apply to Rate Schedule WSS-Open Access Buyers receiving service from Seller as of November 1, 1998 or to Rate Schedule WSS Buyers receiving service from Seller as of November 1, 1998 that subsequently convert to service under this Rate Schedule. If a Buyer under this Rate Schedule exercises its right to purchase Base Gas as shown above, such right must be exercised upon the termination of service hereunder; however, with respect to a permanent release under Section 42.14 of the General Terms and Conditions, Buyer may exercise its right to purchase Base Gas as shown above at the time of such permanent release or may assign such right to a Replacement Shipper.

8.3 Seller's Replenishment of Base Gas

If a Buyer exercises the right to purchase Base Gas pursuant to Section 8.2 of this Rate Schedule and Seller replenishes all, or any portion, of the Base Gas in order to support the top gas capacity entitlements of a new Buyer(s) under this rate schedule that contracts for capacity vacated by the terminating Buyer, then Seller shall have the right to make a limited Section 4 rate filing to recover from the new Buyer(s) any increase in the cost of service attributable to Seller's replenishment of Base Gas to serve the new Buyer(s). Subject to Seller demonstrating that the cost of the base gas included in the limited Section 4 rate filing is the actual cost incurred by Seller to replenish the Base Gas, the level of such costs shall not be subject to challenge. Seller's purchase of additional base gas quantities will be conducted pursuant to a posting and bidding process consistent with the procedures set forth in Section 43 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

9. TRANSFERS OF STORAGE INVENTORY

Refer to Section 47 of the General Terms and Conditions.

10. RIGHT OF FIRST REFUSAL PROCEDURES

Refer to Section 48 of the General Terms and Conditions.

11. PROCEDURES FOR ALLOCATING AVAILABLE CAPACITY

Refer to Section 49 of the General Terms and Conditions.

RATE SCHEDULE WSS-OPEN ACCESS
Washington Storage Service-Open Access
(Continued)

12. REQUEST FOR SERVICE

12.1 Requests for service hereunder shall be considered acceptable only if Buyer has completed and returned Seller's storage service request form (which is available to all Buyers and potential Buyers on request) electronically via lLine or to the following address:

Transcontinental Gas Pipe Line Company, LLC
Attention: Customer Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's storage service request form, as such may be revised from time to time, and

- (a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and
- (b) Sufficient information to determine Buyer's credit worthiness in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

12.2 Requests for service hereunder shall be void unless Buyer executes a Service Agreement for service under this Rate Schedule within thirty (30) days after Seller has tendered such agreement to Buyer.

13. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

14. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule WSS-Open Access, the terms and conditions of this Rate Schedule WSS-Open Access shall control.

RATE SCHEDULE SS-2
STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available for the purchase of natural gas storage service from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) by any person, company or agency (hereinafter referred to as Buyer), when Buyer and Seller execute a Service Agreement for storage service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to storage service rendered by Seller to Buyer under the Service Agreement executed for service hereunder. Service rendered under this rate schedule, within the limitations described in Sections 7 and 8 hereof, shall be considered firm, except such service shall be subject to interruption for events of force majeure and operating conditions beyond Seller's or Buyer's control; provided, however, that in the event National Fuel Gas Supply Corporation (National Fuel) fails, for any reason whatsoever to make deliveries to Seller under its agreements with Seller then Seller's obligation to make deliveries hereunder shall be reduced accordingly.

3. RATE

3.1 The applicable per dt charges set forth in that portion of the currently effective Sheet No. 27 of Volume No. 1 of this Tariff which relates to this rate schedule are incorporated herein.

3.2 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller for each day of each month the sum of the following amounts:

- (a) Demand Charge: A charge per day per dt of Storage Demand.
- (b) Storage Capacity Quantity Charge: A charge per day per dt of Storage Capacity Quantity.
- (c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.
- (d) Quantity Withdrawal Charge: A charge per dt for gas withdrawn from storage for Buyer's account.
- (e) The ACA Unit Charge.

RATE SCHEDULE SS-2
Continued

4. CHANGES IN RATES FOR THIS RATE SCHEDULE TO REFLECT CHANGES BY NATURAL GAS COMPANIES PROVIDING STORAGE AND RELATED TRANSPORTATION SERVICES TO SELLER

4.1 Application - This section sets forth the procedures to change Seller's rates under this rate schedule when the natural gas companies providing storage and transportation services necessary to provide storage service under this rate schedule change the rates and charges payable by Seller for such services, and to flow through refunds received from such natural gas companies.

- (a) Rate Change - The charges under this rate schedule, as shown on effective Sheet No. 27 of Volume No. 1 of this Tariff, reflect, as appropriate, amounts payable by Seller to National Fuel for storage service under National Fuel's Rate Schedule SS-1, and for storage-related transportation service under National Fuel's Rate Schedule X-54. The services provided by National Fuel (hereinafter referred to as "Supplier") are utilized by Seller to render service to Buyer under this rate schedule. A change in charges payable by Seller to Supplier shall be reflected in this rate schedule by the following procedure:
- (i) Demand Charge - The Demand Charge shown on Sheet No. 27 of this Tariff is based on the Monthly Deliverability and Monthly Reservation Charges to be paid by Seller to Supplier for related storage and transportation services and Seller's demand costs for delivery of storage quantities on its pipeline system. Seller shall reduce or increase, as appropriate, the Demand Charge shown on such Sheet No. 27 to reflect the change in Supplier's Monthly Deliverability and Monthly Reservation Charges.
- (ii) Storage Capacity Quantity Charge - The Storage Capacity Quantity Charge shown on Sheet No. 27 of this Tariff is based on the Storage Capacity Charge to be paid by Seller to National Fuel for storage service. Seller shall reduce or increase the capacity charge shown on such Sheet No. 27 to reflect the change in the National Fuel Storage Capacity Charge.
- (iii) Charges for Quantities Injected and Withdrawn - The Quantity Injected and Quantity Withdrawn charges shown on Sheet No. 27 of this Tariff are based on the commodity costs/charges of Supplier to inject and withdraw Buyer's storage quantities. Seller shall reduce or increase, as appropriate, the Quantity Injected and the Quantity Withdrawn Charges shown on Sheet No. 27 to reflect the commodity charges of Supplier.
- (b) Notification - Seller shall give notice via its electronic bulletin board of any proposed rate change filed by National Fuel which Seller is authorized to track under this rate schedule within three (3) business days following Seller's receipt of such filing. Such notice shall include the expected effect on Seller's rates under this Rate Schedule.
- (c) Seller's Tracker Filings - Seller shall file to track any rate change by National Fuel which affects Seller's rates under this rate schedule no later than thirty (30) days following the issuance date of the Commission order which accepts and makes effective National Fuel's rate change. The effective date of such change in Seller's rates shall coincide with the effective date of any change in rates by National Fuel.
- (d) Refunds - Within forty-five (45) days of the receipt thereof, Seller shall refund to its customers under this Rate Schedule all amounts refunded to Seller by Supplier under the related storage and transportation rate schedules, including any interest paid by Supplier. Each customer's proportionate part of such refund shall be determined in the same manner as the refund from Supplier was determined.

RATE SCHEDULE SS-2
(Continued)

5. DEFINITIONS

5.1 Injection Season

The Injection Season shall be the seven consecutive months beginning on April 1 and extending through the succeeding October 31.

5.2 Withdrawal Season

The Withdrawal Season shall be the five consecutive months beginning on November 1 and extending through the next succeeding March 31.

5.3 Storage Demand

The Storage Demand shall be that quantity set forth in the Service Agreement and shall be utilized to determine the Demand Charges payable by Buyer hereunder. It shall represent the maximum quantity Seller shall be obligated to deliver to Buyer and Buyer shall be entitled to receive from Seller from storage on any one day, subject to the limitations set forth in Section 7 below.

5.4 Storage Capacity Quantity

The Storage Capacity Quantity shall be that quantity set forth in the Service Agreement and shall be utilized to determine the Storage Capacity Quantity Charges payable by Buyer hereunder. It shall represent the quantity of top storage in the storage pools which Seller shall make, or cause to be made, available to Buyer for storage of gas.

5.5 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

6. INJECTIONS INTO STORAGE

6.1 General Procedure

(a) When Buyer desires Seller to store gas for its account under this Rate Schedule, Buyer shall nominate quantities for injection in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon inject or cause to be injected into storage for Buyer's account on such day, the quantity of gas so nominated and actually tendered to Seller for Buyer's account at the point of receipt specified in the Service Agreement, subject to the limitations set forth below in this Section.

(b) Buyer may inject quantities of gas into storage for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this Rate Schedule on such day.

RATE SCHEDULE SS-2
(Continued)

6.2 RESERVED FOR FUTURE USE.

6.3 Daily Injection Quantity

The maximum quantity of gas which Seller can inject or cause to be injected into storage on any one day is dependent in part upon operating conditions at the particular time. Seller shall endeavor to inject or cause to be injected on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceed the total quantity which Seller can inject or cause to be injected into storage on such day, the nominations for such day shall be reduced in an equitable manner; provided, however, that Seller shall be obligated to inject into storage on any one day for Buyer at Buyer's request, the Maximum Daily Injection Quantity as follows:

Percentage of Annual Storage Volume Occupied -----	Ratio of Maximum Daily Injection Quantity to Annual Quantity -----
Less than 10%	1/150
From greater than 10% to 30%	1/160
From greater than 30% to 50%	1/175
From greater than 50% to 70%	1/185
From greater than 70% to 100%	1/200

6.4 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedure only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity.

7. WITHDRAWALS FROM STORAGE

7.1 General Procedure

- (a) When Buyer desires the delivery of gas stored for Buyer's account under this Rate Schedule, Buyer shall nominate quantities for withdrawals in accordance with Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Seller shall thereupon withdraw or cause to be withdrawn from storage for Buyer's account on such day, the quantity of gas nominated to Seller for Buyer's account at the point of delivery specified in the Service Agreement, subject to the limitations set forth below in this Section.
- (b) Buyer may take delivery of quantities of gas stored for Buyer's account under this Rate Schedule which are greater than or less than the quantity scheduled in advance pursuant to Section 7.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day a quantity of gas in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this Rate Schedule on such day.

RATE SCHEDULE SS-2
(Continued)

7. WITHDRAWALS FROM STORAGE (Continued)

7.2 RESERVED FOR FUTURE USE.

7.3 Quantity Limitations

(a) Subject to the other provisions of this section, Seller will deliver to Buyer on any one day under this Rate Schedule, the maximum quantity of gas which operating conditions in the storage fields will permit as determined by the operators thereof. Seller shall endeavor to withdraw and deliver, on any one day, the total of each Buyer's nominations for such day, up to, but not exceeding, Buyer's Storage Demand.

If, however, all of the nominations exceed the total quantity which Seller can withdraw from storage and deliver, the gas deliverable on such day shall be prorated in proportion to each Buyer's current Storage Gas Balance, utilizing records of Seller's dispatcher, provided that on any day during November through March, Buyer shall be entitled to receive the following daily quantities.

Percentage of Annual Storage Volume Occupied	Ratio of Maximum Daily Withdrawal Quantity to Annual Quantity
-----	-----
From greater than 30% to 100%	1/110
From greater than 15% to 30%	1/120
From greater than 10% to 15%	1/135
Less than 10%	1/150

8. FUEL ALLOWANCE

Seller shall recover from Buyer such quantities of fuel, if any, that any Supplier and/or Seller requires for compressor fuel and for calculated normal operational loss associated with the storage, compression, transportation and delivery of natural gas quantities for Buyer's account (Fuel Allowance). The effective date of any change to the Fuel Allowance shall coincide with the effective date of any changes in Supplier's and/or Seller's fuel retention/loss factors applicable to the services provided hereunder. The portion of the Fuel Allowance attributable to the storage and transportation services provided by Suppliers under this rate schedule and the annual adjustment to Buyer's Storage Gas Balance under this rate schedule shall be determined as follows:

(a) National Fuel's Rate Schedule SS-1 Storage Service - Seller shall retain from Buyer's injection and withdrawal quantities hereunder, equivalent quantities retained by National Fuel under its Rate Schedule SS-1 storage service;

RATE SCHEDULE SS-2
(Continued)

8. FUEL ALLOWANCE (Continued)

- (b) National Fuel's Rate Schedule X-54 Transportation Service - Seller shall retain from Buyer's withdrawal quantities hereunder, equivalent quantities retained by National Fuel under its Rate Schedule X-54 transportation service. Effective November 1, 2007 National Fuel's Rate Schedule X-54 fuel allowance is 0.5% of the volumes received for transportation. The applicable fuel retention factor under this Section 8.1(b) will be used by Seller in the calculation of an annual adjustment to Buyer's Storage Gas Balance as described in Section 8.1(c) below;
- (c) Annual Adjustment to Buyer's Rate Schedule SS-2 Storage Gas Balance - Seller shall track an annual adjustment made by National Fuel to Seller's storage inventory under National Fuel's Rate Schedule SS-1 related to transportation purchased by Seller under National Fuel's Rate Schedule X-54. Beginning April 2008 and each April thereafter, National Fuel will compare the retained volume under Rate Schedule X-54 during the preceding months of April through March with the metered volumes of gas used as compressor fuel for those same preceding months for transportation under Rate Schedule X-54. National Fuel will then make an adjustment to Seller's storage inventory level under Rate Schedule SS-1 no later than May 1 each year for the difference between the retained volume and the metered volume. Accordingly, Seller will adjust annually, pursuant to a tariff filing to be made no later than June 1 each year to be effective May 1 of that same year, Buyer's Rate Schedule SS-2 Storage Gas Balance, as necessary, to pass through the impact to Buyers of National Fuel's annual adjustment to Seller's Rate Schedule SS-1 storage inventory. Seller will not assess Buyer any charges in conjunction with the annual pass through adjustment and such pass through adjustment will in no way affect Buyer's payment obligations pursuant to Section 3.2 of this rate schedule.

9. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected to or withdrawn from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

10. HEAT CONTENT

Refer to Section 3 of the General Terms and Conditions.

11. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

12. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions which are applicable to this rate schedule are made a part hereof.

RATE SCHEDULE FT
Firm Transportation Service

1. AVAILABILITY

Service under this rate schedule is available to any gas company or any other party (hereinafter referred to as "Buyer") for the transportation of natural gas by Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as "Seller") on Seller's system when:

- 1.1 Buyer desires firm transportation service of gas under this rate schedule; and
 - (a) Buyer has converted from firm sales service under Seller's CD, G or OG rate schedules or Seller's non-jurisdictional direct industrial sales agreement to firm transportation service pursuant to this rate schedule; or
 - (b) Buyer has converted from firm sales service under Seller's PS or ACQ rate schedules to firm transportation service pursuant to this rate schedule; or
 - (c) Buyer and Seller have agreed to convert existing firm service to service under this Rate Schedule; or
 - (d) Buyer has submitted a valid request in accordance with Section 8 hereof for service under this rate schedule and Seller has available capacity to render such service; and
- 1.2 Buyer and Seller have executed a Service Agreement for service under this rate schedule.
- 1.3 Service under this rate schedule is also available for transportation when Buyer has obtained released firm capacity from a Rate Schedule FT Buyer releasing such firm capacity ("Releasing Shipper") pursuant to Section 42 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to all firm transportation service rendered by Seller for Buyer including firm transportation service released under this rate schedule pursuant to Section 42 of the General Terms and Conditions. Service shall be rendered pursuant to Seller's blanket certificate or Part 284 of the regulations of the FERC and the executed service agreement for service under this rate schedule.
- 2.2 Transportation service provided under the terms of this rate schedule shall be limited to the delivery by Seller of up to Buyer's Transportation Contract Quantity (TCQ) specified in the executed service agreement plus fuel attributable to Rate Schedule GSS injections, if applicable.
- 2.3 Transportation service provided under this rate schedule shall be on a firm basis and shall not be subject to reduction or interruption, except as provided in Section 11 or 42 of the General Terms and Conditions.
- 2.4 Transportation service available to a Buyer hereunder pursuant to a conversion from Seller's PS Rate Schedule shall be limited to the period commencing on December 1 of each year through the last day of February of the following year unless otherwise specified in the Service Agreement.
- 2.5 Transportation service available to a Buyer hereunder pursuant to a conversion from Seller's ACQ Rate Schedule shall be limited to the period commencing on March 1 of each year through November 30 of the same year.
- 2.6 Except as otherwise agreed to by Buyer and approved by the Commission, Section 284.221(d) (1) of the Commission's Regulations shall apply to service under this rate schedule subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

2.7 Transportation service available hereunder to a Buyer of capacity resulting from a conversion from Seller's Rate Schedules X-289 through X-313 ("Southern Expansion Capacity"), from the unbundling/conversion of Rate Schedule SS-1, or from a conversion from Rate Schedule SS-1 Section 7(c) Transportation Service shall be limited to the period commencing on November 1 of each year through March 31 of the following year. Further, Southern Expansion Capacity (certificated in Docket No. CP88-760) has a TCQ applicable to the peak winter months of December, January, and February and a lower TCQ applicable to the shoulder months of November and March.

2.8 In any zone for which Buyer pays a reservation charge to Seller under this Rate Schedule, Buyer shall have access, on a secondary basis, to:

- (a) receipt points within that zone which are (i) located on Seller's mainline system upstream of Station 85, (ii) located on Seller's Mobile Bay Lateral, or (iii) downstream of Station 85 but not located within Buyer's firm contract path, as defined by those receipt and delivery points specifically identified in Buyer's FT Service Agreement; provided however, Buyer shall not have access on a secondary basis to receipt points located on any of Seller's delivery laterals as enumerated in Section 21.2 of the General Terms and Conditions; and
- (b) delivery points within that zone; provided however, Buyer shall not have access on a secondary basis to delivery points located on any of Seller's delivery laterals as enumerated in Section 21.2 of the General Terms and Conditions.

The quantities to be received or delivered on a secondary basis will be those quantities in excess of Buyer's firm capacity entitlement at the respective point of receipt or delivery, and shall not exceed Buyer's total firm capacity entitlement for the zone in which the point of receipt or delivery is located. Notwithstanding anything to the contrary in the foregoing, the sum of all quantities that can be nominated in any segment in a zone by Buyer and by any and all Replacement Shippers that derive a firm capacity entitlement in that zone from Buyer shall be limited to Buyer's original firm capacity entitlement under this Rate Schedule FT in that segment of the zone. If the sum of all such nominated quantities exceed Buyer's original firm capacity entitlement under this Rate Schedule FT in that segment of the zone, the nominations using capacity on a secondary basis in any segment covered by the nomination shall be reduced on a pro rata basis, based upon nominated quantities in each segment. Nominations that are not using capacity on a secondary basis in any segment shall not be subject to reduction under this Section 2.8. Further, Reverse Path transportation, as defined in Section 2.9(b) herein, which results in the delivery of gas to a point downstream of the point of receipt will be scheduled on a secondary basis. Quantities received or delivered on a secondary basis shall have the priority set forth in Section 28 of the General Terms and Conditions and shall be subject to reduction or interruption as specified in Sections 11 and 28 of the General Terms and Conditions.

2.9 For transportation service under this Rate Schedule the following terms shall apply in order to indicate direction of flow:

(a) Primary Path

The transportation path established by the receipt and delivery points as set forth in Buyer's executed Service Agreement.

(b) Reverse Path

The transportation path that is in the opposite direction of the Primary Path as defined in Section 2.9(a) above.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

3. RATES AND CHARGES

3.1 For transportation service rendered to Buyer each month under this Rate Schedule, Buyer shall pay to Seller the sum of Seller's Reservation and Commodity Charge(s) determined as follows:

- (a) Reservation Charge: Buyer's applicable TCQ(s) multiplied by the applicable reservation rate(s) multiplied by the number of days in the month that capacity was held. If Buyer acquires capacity through a volumetric release, the reservation charge shall be the rate set forth in the applicable capacity release award posted on line multiplied by the quantities (dts) delivered each day (up to Buyer's TCQ); provided, however, Buyer's monthly bill may be subject to adjustment to account for any minimum volumetric commitment specified in such capacity release award.
- (b) Commodity Charge: The applicable FT commodity rate(s) multiplied by the quantities (dts) delivered.

3.2 For transportation service under this Rate Schedule, Seller's Reservation Charges shall be calculated as follows:

- (a) The Reservation Charge each month for a Conversion Buyer (as defined in Section 7 of this Rate Schedule) shall be determined as the sum of the following:
 - (i) $17\% \times \text{Buyer's TCQ} \times \text{the applicable reservation rate from Zone 1 (Station 30) to Buyer's delivery zone} \times \text{the number of days in the month that capacity was held.}$
 - (ii) $25\% \times \text{Buyer's TCQ} \times \text{the applicable reservation rate from Zone 2 (Station 45) to Buyer's delivery zone} \times \text{the number of days in the month that capacity was held.}$
 - (iii) $19\% \times \text{Buyer's TCQ} \times \text{the applicable reservation rate from Zone 3 (Station 50) to Buyer's delivery zone} \times \text{the number of days in the month that capacity was held.}$
 - (iv) $39\% \times \text{Buyer's TCQ} \times \text{the applicable reservation rate from Zone 3 (Station 62) to Buyer's delivery zone} \times \text{the number of days in the month that capacity was held.}$
- (b) In addition to the above, Conversion Buyers electing firm capacity entitlements described in Section 7.4 of this Rate Schedule shall pay a Reservation Charge each month under this Rate Schedule determined by multiplying Buyer's TCQ attributable to the firm capacity so elected by the Zone 3-3 Reservation Rate for each day in the month that capacity was held.
- (c) The Reservation Charge each month for all other Buyers under this Rate Schedule shall be determined by multiplying Buyer's TCQ by the applicable reservation rate for each day in the month that capacity was held.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

3. RATES AND CHARGES (Continued)

- 3.3 If, under the provisions of Section 11.1 through 11.4 of the General Terms and Conditions, Seller orders interruption or reduction of service to Buyer, then the Reservation Charge for the month in which such day or days occur shall be computed as follows: Determine for each such day the number of dt which Seller was unable to deliver, and multiply the sum of all such days' deficiencies by the reservation rate per dt of TCQ, and the result shall be subtracted from the Reservation Charge for such month as otherwise computed. No adjustment to the Reservation Charge shall be made as a result of a reduction or interruption of service under the provisions of Sections 11.5 or 11.6 of the General Terms and Conditions.
- 3.4 For transportation service under this rate schedule, the Commodity Charge shall consist of the applicable FT commodity rate multiplied by the quantities (dt) delivered.
- 3.5 The maximum and minimum reservation and commodity rates for firm transportation service are shown on the effective Sheet Nos. 40 through 78 of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this rate schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.
- 3.6 For purposes of capacity release, the Reservation Charges per TCQ payable by Buyer shall be as set forth in the applicable capacity release award posted on lLine consistent with the provisions of Section 42 of the General Terms and Conditions. The maximum reservation rates for firm transportation service are shown on the effective Sheet Nos. 40 through 78 of Volume No. 1 of this Tariff, however, for releases that become effective on or after July 30, 2008, the maximum rate ceiling does not apply to such releases provided the release is for a term of one year or less and the release is to take effect on or before one year from the date on which the pipeline is notified of the release. The rate paid in any capacity release transaction not subject to the maximum rate ceiling will not be subject to refund. The minimum reservation rate applicable to capacity release transactions that are not permanent releases shall be zero unless otherwise specified in the capacity release offer. The maximum and minimum commodity rates for firm transportation service are shown on the effective Sheet Nos. 41 through 78 of Volume No. 1 of this tariff.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

3. RATES AND CHARGES (Continued)

- 3.7 Seller shall retain from the quantities of gas delivered by Buyer at the point(s) of receipt for transportation under this rate schedule a percentage(s) of such gas for compressor fuel and line loss make-up. Such percentage(s) are specified on the effective Sheet No. 81 of Volume No. 1 of this Tariff.
- 3.8 Buyer shall pay Seller any and all filing fees incurred as a result of Buyer's request for Seller's performance of service under this rate schedule, to the extent such fees are imposed upon Seller by the FERC or any other governmental authority having jurisdiction. Buyer shall pay Seller for such fees at Seller's designated office or depository within ten days of receipt of Seller's invoice detailing the amount of such fees.
- 3.9 Buyer shall reimburse Seller for the costs of any facilities installed by Seller with Buyer's consent which are necessary to receive, measure, transport or deliver gas to or for the account of Buyer.
- 3.10 To the extent that Buyer elects to use this rate schedule to transport withdrawal quantities from Seller's Washington Storage Field, the following commodity charges shall apply:
- (a) For deliveries downstream of Zone 3 - transportation charges commence in Zone 4 and end in the zone of delivery.
 - (b) For deliveries upstream of Zone 3 - transportation charges commence in Zone 2 and end in the zone of delivery.
 - (c) For deliveries in Zone 3 - see effective Sheet No. 41 of Volume No. 1 of this tariff.

4. RECEIPTS AND DELIVERIES

- 4.1 Transportation service under this rate schedule shall consist of: (a) the receipt of gas on behalf of Buyer up to Buyer's TCQ quantity (plus fuel retained pursuant to the provisions of Section 3.7 hereof and injection fuel under Seller's Rate Schedule GSS, if applicable) at (i) the point(s) of receipt specified in the executed service agreement or (ii) at secondary point(s) of receipt pursuant to Section 2.8 hereof; (b) the transportation of gas through Seller's pipeline; (c) the delivery of equivalent quantities (dts) of natural gas (less fuel retained pursuant to provisions of Section 3.7 hereof) by Seller to Buyer, or for Buyer's account, at (i) the point(s) of delivery specified in the executed service agreement or (ii) secondary delivery points pursuant to Section 2.8 of this rate schedule.
- 4.2 Buyer shall make any necessary arrangements with other parties so as to be able to deliver gas to Seller at the point(s) of receipt and receive gas at the point(s) of delivery where Seller delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller. Buyer shall deliver, or cause to be delivered to Seller the scheduled daily quantities hereunder as nearly as possible at uniform hourly rates.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

4. RECEIPT AND DELIVERIES (Continued)

4.3 Seller's ability to receive gas under this Rate Schedule at specific point(s) of receipt is subject to the operating limitations of Seller and the upstream party at such point(s) and to the availability of capacity after performance by Seller of any existing certificated firm service arrangements under other Rate Schedules between Seller and third parties at such point(s) of receipt. If an allocation of capacity at a point of receipt is required by Seller, Seller shall prorate quantities scheduled at that point among all Buyers under this Rate Schedule requesting service on that day based upon the relative priority of scheduled quantities at the specific point(s) of receipt on Seller's pipeline system. Quantities nominated from secondary receipt points provided in Section 2.8 of this Rate Schedule, shall be interrupted first under this Rate Schedule, and shall be reduced prorata based upon the requested quantities. All other quantities scheduled hereunder will be reduced based upon relative TCQ quantities on that segment of Seller's pipeline system.

4.4 THIS SECTION IS RESERVED FOR FUTURE USE.

4.5 Each executed Service Agreement shall specify Buyer's traditional FT delivery point(s). In addition, all delivery point(s) upstream of such traditional FT delivery point(s) ("non-traditional delivery points") located within Buyer's TCQ entitlements, as specified in Sections 7.2 and 7.3 below, shall be made available to Buyer by Seller posting such delivery points on lLine. Buyer's ability to nominate transportation service to such upstream non-traditional delivery point(s) will be subject to: (a) operating and tariff limitations at such point(s); (b) confirmation and acceptance by the party responsible for operation of the upstream delivery point; and further, may be subordinate to any firm services scheduled to such point(s) which are traditional FT, FTN or FT-G delivery points of another firm Buyer.

Additionally, a Buyer under this Rate Schedule may nominate quantities of gas for transportation to secondary delivery points pursuant to Section 2.8 of this Rate Schedule.

4.6 Transportation service under this Rate Schedule, from the receipt point(s) and to the delivery point(s) specified in this Section 4 shall be subject to any applicable tariff limitations and contract capacity entitlements. The sum of Buyer's deliveries through a given segment of Seller's pipeline shall be limited to Buyer's TCQ quantity as specified in the executed Service Agreement for such segment of capacity.

4.7 Buyers under this Rate Schedule shall schedule transportation service to valid delivery points from valid receipt points without restriction to the direction of flow, provided however, the sum of the volumes scheduled on any day (upstream and/or downstream) through a given segment of Seller's pipeline shall not exceed Buyer's TCQ quantity as specified in the executed Service Agreement for such segment of capacity. Subject to the foregoing sentence and to other provisions of this Rate Schedule, Buyer, and any and all Replacement Shippers that derive a firm capacity entitlement from Buyer, may schedule on any day forwardhaul transportation up to Buyer's TCQ quantity and backhaul transportation up to Buyer's TCQ quantity, within or outside Buyer's firm contract path (as defined by those receipt and delivery points specifically identified in Buyer's FT Service Agreement), for delivery at the same valid delivery point at the same time. Further, Reverse Path transportation, as defined in Section 2.9(b), is subject to the operating conditions of Seller's pipeline and will not be made available to Buyer if Seller, in Seller's sole discretion, determines that such transportation is operationally infeasible.

4.8 For capacity release transactions, receipt and delivery points will be established by the terms of the capacity release agreement. The rights of the Replacement Shipper at any particular point shall be those rights of the Releasing Shipper.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

5. SCHEDULING AND BALANCING

5.1 Buyer shall nominate service under this Rate Schedule in accordance with the procedures set forth in Section 28.1 of the General Terms and Conditions subject to (a) and (b) below. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines that operating conditions permit. Buyer shall nominate receipt point quantities for delivery to the nominated points of delivery. Such nominated quantities shall be subject to confirmation by Seller which shall be based on the best operating information available to Seller. Such confirmed quantity shall be deemed the scheduled quantity. Buyer and Seller shall have scheduling personnel available to be contacted 7 days a week, 24 hours a day, and Buyer shall cause the operators at the point(s) of receipt and delivery to do the same.

- (a) Buyer may request to renominate gas supplies from available alternative receipt point(s) during the day (subject to verification and confirmation by Seller) in accordance with Section 28.1 of the General Terms and Conditions in order to mitigate unexpected gas production outages. Seller will use all reasonable efforts to accommodate such requests, when operating conditions on Seller's system permit.
- (b) Buyer may take daily delivery, at the point(s) of delivery set forth in Buyer's Service Agreement hereunder, of quantities greater than or less than the quantities scheduled in advance pursuant to this Section 5.1, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services at non-pipeline interconnects; provided, however, nothing herein shall give Buyer the right to take delivery hereunder on any day of quantities in excess of Buyer's TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

5. SCHEDULING AND BALANCING (Continued)

- 5.2 Buyer shall have the responsibility to adjust and maintain a concurrent balance between receipts and deliveries based on the best information available to Buyer. Seller shall have the responsibility to monitor daily receipts and daily deliveries during the month based on the best operating information available to Seller (including electronic gas measurement - estimates or actuals) and shall make such information available in accordance with Section 29 of the General Terms and Conditions. Seller shall install the appropriate equipment and facilities on its pipeline system as determined by Seller to accurately measure gas receipts and deliveries. Any imbalances between Buyer's deliveries of gas for transportation and Seller's redeliveries shall be kept to a minimum. For daily imbalances between receipts and deliveries exceeding 10 percent or 1,000 dth (whichever is greater) or cumulative imbalances exceeding 5 percent or 1,000 dth (whichever is greater) Seller, upon notice to Buyer, which notice shall be given at least 24 hours in advance, unless exigent circumstances dictate otherwise, may issue Operational Controls or Operational Flow Orders pursuant to Sections 51 and 52 of the General Terms and Conditions to require adjustments to Buyer's daily scheduling of receipts or deliveries over a reasonable period of time to maintain a concurrent balance when the operational integrity of Seller's pipeline system would otherwise be threatened.
- 5.3 Each month imbalances shall be resolved in accordance with the provisions of Sections 25 and 37 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.

Transcontinental Gas Pipe Line Company, LLC
FERC Gas Tariff
Fourth Revised Volume No. 1

First Revised Sheet No. 187
Superseding
Original Sheet No. 187

SHEET NO. 187 IS BEING RESERVED FOR FUTURE USE.

Issued by: Frank J. Ferazzi, Vice President
Issued on: August 31, 2009

Effective on: October 1, 2009

SHEET NO. 188 IS RESERVED FOR FUTURE USE

Transcontinental Gas Pipe Line Company, LLC
FERC Gas Tariff
Fourth Revised Volume No. 1

First Revised Sheet No. 189
Superseding
Original Sheet No. 189

SHEET NO. 189 IS RESERVED FOR FUTURE USE.

Issued by: Frank J. Ferazzi, Vice President
Issued on: June 11, 2009

Effective on: July 12, 2009

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

6. THIS SECTION IS RESERVED FOR FUTURE USE.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

7. SERVICE RIGHTS OF CONVERSION BUYERS

- 7.1 A Conversion Buyer for purposes of this Section 7, is a Buyer that has converted a firm sales contract to service under this rate schedule or a Buyer that receives service under this rate schedule by virtue of a reallocation of firm daily sales or firm mainline transportation capacity on Seller's system.
- 7.2 A Conversion Buyer shall be allocated its full firm TCQ capacity through Seller's mainline facilities commencing at Seller's Station 65 and terminating downstream at the Conversion Buyer's market area delivery points.
- 7.3 Conversion Buyers shall be allocated capacity through Seller's mainline system upstream of Station 65 as follows: Each Conversion Buyer shall be allocated capacity equal to the quantity determined by multiplying (i) such Conversion Buyer's TCQ commencing at Station 65 by (ii) the following percentages as applicable to each of the following sections of Seller's system:

Section of Seller's Mainline System Upstream of Station 65 (Compressor Station to Compressor Station)	Cumulative Percentage
----- 30 - 45	17%
45 - 50	42%
50 - 65	61%
62 - 65	39%

Transportation service from an off mainline receipt point upstream of one of the above designated compressor stations to any such compressor station which is a firm receipt point for Buyer under this rate schedule shall be provided by Seller under an interruptible feeder arrangement as set forth in Section 3.9 of Rate Schedule IT.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

7. SERVICE RIGHTS OF CONVERSION BUYERS (Continued)

7.4 In addition to the capacity entitlements specified in Section 7.3 above, Buyers converting from Rate Schedule PS to firm transportation service hereunder may elect to purchase a firm daily capacity entitlement on an annual basis from Seller's Station 54 to 65 equal to the difference between Buyer's Station 50-65 capacity entitlement as set forth in Section 7.3 above and 100% of Buyer's PS conversion TCQ.

8. OTHER CONDITIONS OF SERVICE

8.1 Requests for transportation hereunder shall be considered acceptable only if Buyer has completed and returned Seller's transportation service request form (which is available to all Buyers and potential Buyers on request) electronically via lLine or to the following address:

Transcontinental Gas Pipe Line Company, LLC
Attention: Customer Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's transportation service request form, as such may be revised from time to time, and

(a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

8. OTHER CONDITIONS OF SERVICE (Continued)

- 8.1 (b) Sufficient information to determine Buyer's creditworthiness in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff.
- 8.2 Requests for transportation hereunder shall be void unless Buyer executes a Service Agreement for service under this Rate Schedule within thirty (30) days after Seller has tendered such agreement to Buyer and provides the following information to Seller in writing at the address set forth in Section 8.1 prior to or at the time that Buyer executes such Service Agreement.
- (a) If the transportation service is to be provided pursuant to Section 311(a) of the Natural Gas Policy Act (NGPA), certification including sufficient information to verify that Buyer's transportation service qualifies under Section 311(a) of the NGPA. Such certification shall include a statement by the intrastate pipeline or local distribution company on whose behalf such transportation service is to be performed that:
- (i) The intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point; or
- (ii) The intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by the interstate pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company; or
- (iii) The gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that the interstate pipeline is providing transportation service.
- 8.3 If the transportation service is to be provided under one Service Agreement for multiple affiliated Buyers ("Principals") that have designated an affiliate to act as agent on their behalf ("Agent"), Principals shall provide notice of such to Seller and shall also provide sufficient information to verify:
- (a) that Principals collectively meet the "shipper must have title" requirement as set forth in Section 13 hereof;
- (b) that each Principal agrees that it is jointly and severally liable for all of the obligations of Buyer under the Service Agreement; and
- (c) that Principals agree that they shall be treated collectively as one Buyer for nomination, allocation and billing purposes.
- Agent shall be permitted to unilaterally amend the Service Agreement to remove a Principal or to add a Principal that satisfies the requirements of Section 8.1(b) of this Rate Schedule and of this Section 8.3 without using the procedures set forth in Section 42 of the General Terms and Conditions. No such amendment shall be binding on Seller prior to the date that notice thereof has been given to Seller.
- 8.4 Seller shall not be required to perform service under this Rate Schedule in the event all facilities necessary to render the requested service do not exist at the time the request is made.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

9. RESERVED FOR FUTURE USE

10. BUYER'S RESPONSIBILITIES

Buyer recognizes that, as between it and Seller, Buyer has sole control over its physical takes of gas from Seller's system and therefore has a duty to refrain from taking delivery of volumes in excess of Buyer's TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions. Buyer further recognizes that Buyer may cause hardship and economic damage to other Buyers in the event Buyer takes delivery of volumes in excess of Buyer's TCQ, as adjusted, for which Buyer may be held accountable either through a direct cause of action by such other Buyers or as an impleaded or third party defendant in a suit by such other Buyers. In no event shall the payment of a penalty for an overrun quantity pursuant to Section 18 of the General Terms and Conditions be considered as giving Buyer the right to take such overrun quantity nor shall such payment be considered as a substitute for all other rights and remedies (including but not limited to consequential damages) available to any other Buyer against Buyer for failure to respect its obligation to stay within its TCQ, as adjusted.

11. SELLER'S RESPONSIBILITIES

Seller recognizes that it has a duty to use reasonable care and prudent operating procedures to allow Buyer to schedule for delivery within its TCQ, as adjusted pursuant to Section 11 of the General Terms and Conditions, the gas quantities available to Buyer up to the amount verified and confirmed by Seller based on the best operating information available to Seller. Seller also recognizes that unless forces beyond Seller's control (including, but not limited to, force majeure, or the failure of Buyer or Buyer's gas supplier to deliver scheduled gas quantities into Seller's system) cause interference with Seller's ability to redeliver, Seller has a duty to tender to Buyer for redelivery the gas quantities which Seller has verified and confirmed as available to Buyer. Seller further recognizes that a breach of its duties herein may cause hardship and economic damage to Buyer, for which Buyer reserves all rights and remedies (including but not limited to consequential damages), and for which Seller may be held accountable. In addition to the foregoing, Seller shall be responsible to Buyer for penalties in the same manner as an overrun by a Buyer, for service deficiencies (i.e., the failure to allow Buyer to schedule gas quantities for redelivery or the failure to tender to Buyer gas quantities for redelivery) caused by Seller allocating to Seller's sales service or to any other Buyer in a knowing, willful or grossly negligent manner the gas quantities which Seller has verified and confirmed as available to Buyer.

12. PROCEDURES USED TO PROVIDE GENERAL INFORMATION TO BUYERS AND POTENTIAL BUYERS

- 12.1 Information regarding Seller's maximum and minimum rates for firm transportation services, general rate discounting advisories, gas scheduling or allocation procedures, available firm transportation capacity and other general announcements pertaining to transportation services will be made available to all Buyers and potential Buyers by electronic means on a twenty-four hour basis on lLine.
- 12.2 Any general firm transportation service announcements will be made available to all Buyers and potential Buyers by electronic means on a twenty-four hour basis through lLine. Overnight delivery of this information will be available to Buyers and potential Buyers upon written request provided that such overnight delivery services are prepaid.

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

13. WARRANTY OF TITLE TO GAS

Buyer warrants for itself, its successors and assigns, that it will at the time of delivery to Seller for transportation have good and merchantable title to all gas hereunder free and clear of all liens, encumbrances and claims whatsoever. Buyer shall indemnify Seller and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Seller for transportation under this Rate Schedule.

14. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule FT, the terms and conditions of this Rate Schedule FT shall control.

RATE SCHEDULE ESS
Eminence Storage Service

1. AVAILABILITY

- 1.1 This open-access rate schedule is available for the purchase from Transcontinental Gas Pipe Line Company, LLC (hereinafter referred to as Seller) of Eminence Storage Service by any person, company or agency (hereinafter referred to as Buyer), when Buyer and Seller execute a Service Agreement for storage service under this rate schedule.
- 1.2 Service under this Rate Schedule is also available when Buyer has obtained released firm capacity from a Rate Schedule ESS Buyer releasing such firm capacity ("Releasing Shipper") pursuant to Section 42 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Applicability

This rate schedule shall apply to storage service rendered from the Eminence Storage Field by Seller to Buyer including service released under this Rate Schedule pursuant to Section 42 of the General Terms and Conditions. Service shall be rendered pursuant to the Service Agreement executed for service hereunder and Part 284 of the Commission's Regulations. Service rendered under this rate schedule, within the limitations described in Sections 5 and 6 hereof, shall not be subject to curtailment or interruption except that caused by force majeure or by operating conditions beyond Seller's or Buyer's control.

2.2 Pregranted Abandonment and Right of First Refusal

Section 284.221(d) of the Commission's Regulations shall apply to service under this rate schedule subject to the right of first refusal procedures, if applicable, set forth in Section 48 of the General Terms and Conditions.

3. RATES AND CHARGES

- 3.1 The maximum and minimum demand and quantity rates for service under this Rate Schedule are shown on the currently effective Sheet No. 22 of Volume No. 1 of this Tariff. Buyer shall pay such maximum rates for service under this Rate Schedule unless Seller, in its sole judgment, agrees to discount its rate to Buyer. Such discount may be granted consistent with the applicable provisions of Section 40 of the General Terms and Conditions. Further, Buyer and Seller may mutually agree to a negotiated rate, pursuant to the provisions of Section 53 of the General Terms and Conditions. Such negotiated rate shall be set forth in the executed Service Agreement.
- 3.2 For purposes of capacity release, the Demand Charge, Storage Capacity Quantity Charge, and, if applicable, the Injection Demand Charge payable by Buyer shall be at the rates set forth in the applicable capacity release award posted on 1Line consistent with the provisions of Section 42 of the General Terms and Conditions. The maximum and minimum rates for service under this rate schedule are shown on the effective Sheet No. 22 of Volume No. 1 of this Tariff, however, for releases that become effective on or after July 30, 2008, the maximum rate ceiling does not apply to such releases provided the release is for a term of one year or less and the release is to take effect on or before one year from the date on which the pipeline is notified of the release. The rate paid in any capacity release transaction not subject to the maximum rate ceiling will not be subject to refund.

Issued by: Frank J. Ferazzi, Vice President

Issued on: August 31, 2009

Effective on: October 1, 2009

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. CP08-430-000, issued February 27, 2009, 26 FERC ¶ 61,189

RATE SCHEDULE ESS
Eminence Storage Service
(Continued)

3. RATES AND CHARGES (Continued)

3.3 For natural gas storage service rendered to Buyer under this rate schedule, Buyer shall pay Seller for each day of each month the sum of the following amounts:

- (a) Demand Charge: A charge per day per dt of Storage Demand. If Buyer acquires storage capacity through a volumetric storage release, the demand charge shall be the rate set forth in the applicable capacity release award posted on lline multiplied by the allocated withdrawal quantity (up to the contract maximum daily withdrawal quantity for each day); provided, however, Buyer's monthly bill may be subject to adjustment to account for any minimum volumetric commitment specified in such capacity release award.
- (b) Storage Capacity Quantity Charge: A charge per day per dt of Storage Capacity Quantity. If Buyer acquires storage capacity through a volumetric storage release, the Storage Capacity Quantity Charge shall be the rate set forth in the applicable capacity release award posted on lline multiplied by the end of day storage balance.
- (c) Quantity Injected Charge: A charge per dt for gas delivered into storage for Buyer's account.
- (d) Quantity Withdrawal Charge: A charge per dt for gas withdrawn from storage for Buyer's account.

3.4 In addition to the charges identified in Section 3.3 above, a Buyer contracting for service provided pursuant to Seller's Eminence Enhancement Project in Docket No. CP08-430 shall pay Seller for each day of each month the following amount:

Injection Demand Charge: A charge per day per dt of Storage Injection Quantity. If Buyer acquires storage capacity through a volumetric storage release, the injection demand charge shall be the rate set forth in the applicable capacity release award posted on lline multiplied by the allocated injection quantity (up to the contract maximum daily injection quantity for each day); provided however, Buyer's monthly bill may be subject to adjustment to account for any minimum volumetric commitment specified in such capacity release award.

4. DEFINITIONS

4.1 Storage Demand

The Storage Demand shall be that quantity set forth in the executed Service Agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be used to determine the Demand Charges payable by Buyer hereunder.

4.2 Reserved for Future Use

4.3 Storage Injection Quantity

The Storage Injection Quantity specified in the executed Service Agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, shall be the maximum quantity Seller shall be obligated to inject into storage for Buyer's account and Buyer shall be entitled to inject into storage on any one day, subject to the provisions set forth in Section 5 below.

Issued by: Frank J. Ferazzi, Vice President

Issued on: August 31, 2009

Effective on: October 1, 2009

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. CP08-430-000, issued February 27, 2009, 26 FERC ¶ 61,189

RATE SCHEDULE ESS
Eminence Storage Service
(Continued)

4. DEFINITIONS (Continued)

4.4 Reserved for Future Use

4.5 Storage Capacity Quantity

The Storage Capacity Quantity shall be specified in the executed Service Agreement, as adjusted in accordance with Section 23 of the General Terms and Conditions, and shall be used to determine the Storage Capacity Quantity Charges payable by Buyer hereunder.

4.6 Reserved for Future Use

4.7 Storage Gas Balance

The Storage Gas Balance of Buyer at any particular time shall be the quantity of gas in storage for Buyer's account at such time.

5. INJECTIONS INTO STORAGE

5.1 General Procedure

- (a) When Buyer desires Seller to store gas for its account under this rate schedule, Buyer shall nominate quantities for injection according to Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgment, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines operating conditions permit. Buyer shall make available such scheduled quantity and Seller shall thereupon inject the scheduled quantity into storage for Buyer's account on such day, subject to the provisions set forth below in this section. Gas for injection hereunder shall be made available by Buyer to Seller at the receipt point set forth in the executed ESS Service Agreement as a result of transportation services performed by Seller for Buyer or Buyer's designee.
- (b) Buyer may cause Seller to inject quantities of gas into storage for Buyer's account under this rate schedule which are greater than or less than the quantities scheduled in advance pursuant to Section 5.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms and Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to inject on any day a quantity of gas into storage under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to inject under the terms of this rate schedule on such day.

5.2 Daily Injection Quantity

The maximum quantity of gas which Seller can inject into storage on any one day is dependent in part upon operating conditions in the Eminence Storage Field and on Seller's system at the particular time. Seller shall endeavor to inject on any one day, as much of Buyer's storage nomination for such day as operating conditions will permit. If, however, the total of all nominations for such day exceeds the total quantity which Seller can inject into storage on such day, the nominations for such day shall be allocated based upon Buyer's proportionate share of the total Storage Capacity Quantities of the Eminence Storage Field, but in no event shall Buyer be allocated less than its Storage Injection Quantity.

Issued by: Frank J. Ferazzi, Vice President

Issued on: August 31, 2009

Effective on: October 1, 2009

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. CP08-430-000, issued February 27, 2009, 26 FERC ¶ 61,189

RATE SCHEDULE ESS
Eminence Storage Service
(Continued)

5. INJECTIONS INTO STORAGE (Continued)

5.3 Limitation Upon Total Injection

Seller shall be obligated to inject gas into storage for Buyer's account in accordance with the above procedures only when Buyer's Storage Gas Balance is less than Buyer's Storage Capacity Quantity by an amount greater than or equal to Buyer's nominated injection quantity.

6. WITHDRAWALS FROM STORAGE

6.1 General Procedure

- (a) When Buyer desires the withdrawal or delivery of gas stored for Buyer's account under this rate schedule, Buyer shall nominate quantities for withdrawal according to Seller's nomination and ranking deadlines as set forth in Section 28.1 of the General Terms and Conditions. Seller, in its sole judgement, may waive any nomination and ranking deadlines, on a non-discriminatory basis, if Seller determines operating conditions permit. Seller shall thereupon withdraw for Buyer the quantity of gas scheduled and Buyer's Storage Gas Balance shall be reduced by the quantity of gas scheduled for withdrawal on such day, subject to the provisions set forth below in this section. Gas for withdrawal hereunder shall be made available to Buyer at the delivery point set forth in the executed ESS Service Agreement as a result of transportation services performed by Seller for Buyer or Buyer's designee.
- (b) Buyer may cause Seller to withdraw quantities from storage for Buyer's account under this rate schedule which are greater than or less than the quantities scheduled in advance pursuant to Section 6.1(a) above, pursuant to the procedures outlined in Section 18.1 of the General Terms & Conditions governing designation of delivery point "swing" services; provided, however, nothing herein shall give Buyer the right to take delivery on any day of a quantity of gas under this rate schedule in excess of the quantity which Buyer would otherwise be entitled to take under the terms of this rate schedule on such day.

6.2 Daily Withdrawal Quantity

The maximum quantity of gas which Seller can withdraw from storage on any day is dependent in part upon operating conditions in the Eminence Storage Field and on Seller's system at the particular time. Seller shall endeavor to withdraw and deliver, on any one day, as much of Buyer's nomination for such day as operating conditions permit. If, however, the total of all nominations for such day exceeds the total quantity which Seller can withdraw from storage on such day, the nominations for such day shall be allocated based upon Buyer's proportionate share of the total Storage Capacity Quantities of the Eminence Storage Field, but in no event shall Buyer be allocated less than its Storage Demand.

6.3 Limitation Upon Total Withdrawal

Seller shall not withdraw gas for Buyer in excess of Buyer's Storage Gas Balance existing at any time.

Issued by: Frank J. Ferazzi, Vice President

Issued on: August 31, 2009

Effective on: October 1, 2009

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. CP08-430-000, issued February 27, 2009, 26 FERC ¶ 61,189

RATE SCHEDULE ESS
Eminence Storage Service
(Continued)

7. TRANSFERS OF STORAGE INVENTORY

Refer to Section 47 of the General Terms and Conditions.

8. RIGHT OF FIRST REFUSAL PROCEDURES

Refer to Section 48 of the General Terms and Conditions.

9. PROCEDURES FOR ALLOCATING AVAILABLE CAPACITY

Refer to Section 49 of the General Terms and Conditions.

10. REQUEST FOR SERVICE

10.1 Requests for service hereunder shall be considered acceptable only if Buyer has completed and returned Seller's storage service request form (which is available to all Buyers and potential Buyers on request) electronically via 1Line or to the following address:

Transcontinental Gas Pipe Line Company, LLC
Attention: Customer Services
P. O. Box 1396
Houston, Texas 77251

Such request for service shall contain the information specified in Seller's storage service request form, as such may be revised from time to time, and

- (a) Either with the request for service or at the time of execution of the service agreement, such other information, in writing, as is required to comply with regulatory reporting or filing requirements; and
- (b) Sufficient information to determine Buyer's credit worthiness in accordance with the General Terms and Conditions of Seller's Volume No. 1 Tariff.

10.2 Requests for service hereunder shall be void unless Buyer executes a Service Agreement for service under this rate schedule within thirty (30) days after Seller has tendered such agreement to Buyer.

11. RECORDS OF INJECTION, WITHDRAWAL AND STORAGE GAS BALANCES

Seller shall keep accurate records of quantities injected and withdrawn from, or transferred to or from Buyer's account, and of Buyer's Storage Gas Balance, which records shall be made available to Buyer at its request.

12. GENERAL TERMS AND CONDITIONS

All of the applicable General Terms and Conditions of Seller's Volume No. 1 Tariff are hereby made a part hereof. However, in the event of any inconsistencies between the General Terms and Conditions and this Rate Schedule ESS, the terms and conditions of this Rate Schedule ESS shall control.

Issued by: Frank J. Ferazzi, Vice President

Issued on: August 31, 2009

Effective on: October 1, 2009

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. CP08-430-000, issued February 27, 2009, 26 FERC ¶ 61,189

FORM OF SERVICE AGREEMENT
(For Use Under Seller's GSS Rate Schedule)

THIS AGREEMENT entered into this ____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule GSS, Seller agrees to receive from Buyer for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer, quantities of natural gas as follows:

To withdraw from storage or cause to be withdrawn from storage, the gas stored for Buyer's account up to a maximum quantity in any day of ____ dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of ____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINT OF DELIVERY

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

ARTICLE III
DELIVERY PRESSURE

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective
force and effect for a period

and shall remain in

FORM OF SERVICE AGREEMENT
(For Use Under Seller's GSS Rate Schedule)
(Continued)

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule GSS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of anyone or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of .

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's GSS Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

FORM OF SERVICE AGREEMENT
(For Temporary Storage Service Under
Section 9 of Seller's GSS Rate Schedule)

THIS AGREEMENT entered into this ____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party:

W I T N E S S E T H:

WHEREAS Buyer desires to purchase temporary storage service from Seller under Seller's Rate Schedule GSS and,

WHEREAS Seller has available on a temporary basis storage service which it desires to sell to Buyer and which Buyer desires to purchase from Seller in accordance with the provisions of Section 9 of Seller's Rate Schedule GSS;

NOW, THEREFORE, Seller and Buyer agree as follows:

1. This agreement shall be effective April 1, and shall remain in force and effect for a period of one year.

2. During the term of this agreement, Seller agrees to receive from Buyer for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer, quantities of natural gas as follows:

To withdraw or cause to be withdrawn from storage, transport and deliver to Buyer at the delivery points set forth below, the gas stored for Buyer's account on a temporary basis up to a maximum quantity in any day of _____ dt, which quantity shall be Buyer's Temporary Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of _____ dt, which quantity shall be Buyer's Temporary Storage Capacity Quantity.

3. Such service shall be performed by Seller in accordance with the provisions of Seller's Rate Schedule GSS and particularly Section 9 thereof, and shall be paid for by Buyer in accordance with the provisions of such Rate Schedule and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

4. The point or points of delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

Seller shall deliver gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

5. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

6. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of _____

7. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

FORM OF SERVICE AGREEMENT
(For Temporary Storage Service Under
Section 9 of Seller's GSS Rate Schedule)
(Continued)

IN WITNESS WHEREOF, this agreement is executed as of the day and year first above set forth.

ATTEST:

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC

Secretary

By _____
President (Seller)

ATTEST:

By _____
President (Buyer)

FORM OF SERVICE AGREEMENT
(For Use Under Seller's S-2 Rate Schedule)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as Seller, first party, and _____, hereinafter referred to as Buyer, second party

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICES TO BE RENDERED

Subject to the terms and provisions of this Agreement and Seller's Rate Schedule S-2, Seller agrees to receive from Buyer for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer quantities of natural gas stored by Seller (less fuel allowance, if any) as defined in Rate Schedule S-2 and stated in Article II of this Agreement.

ARTICLE II
TERM OF AGREEMENT

Subject to the provisions of Article I hereof, this Agreement shall be effective on _____, _____. Natural gas service rendered hereunder shall commence on _____, _____, and continue for a period of _____ (____) years and thereafter until terminated either by Seller or Buyer upon twelve (12) months prior written notice to the other specifying a termination date of April 15, or any anniversary thereafter.

ARTICLE III
CONTRACT DEMAND
AND STORAGE CAPACITY QUANTITY

Subject to the terms and provisions of this Agreement, Seller, during the period November 16 through April 15th, inclusive, of each contract year, agrees to withdraw or cause to be withdrawn from storage, transport and deliver to Buyer such quantities of natural gas as Buyer shall specify up to the following maximum daily quantities:

The period from November 16 through February 16, _____ dt per day;

Commencing February 17 the Maximum Daily Quantity shall decrease each successive day by _____ dt per day until March 1, on which date the Maximum Daily Quantity shall be _____ dt per day;

FORM OF SERVICE AGREEMENT
(For Use Under Seller's S-2 Rate Schedule)
(Continued)

Commencing March 2 the Maximum Daily Quantity shall decrease each successive day by _____ dt per day until March 16, on which date the Maximum Daily Quantity shall be _____ dt per day;

Commencing March 17 the Maximum Daily Quantity shall decrease each successive day by _____ dt per day until April 1, and for the period from April 1 through April 15, the Maximum Daily Quantity shall be _____ dt per day;

provided, that Seller shall have no obligation to deliver to Buyer during each contract year a quantity of natural gas in excess of the following total quantities during the periods hereinafter set forth:

From November 16 through February 15,
not in excess of _____ dt

From November 16 through March 15,
not in excess of _____ dt

From November 16 through April 15,
not in excess of _____ dt

For the purpose of computing the demand charge in Seller's Rate Schedule S-2, the foregoing maximum daily quantity of _____ dt shall constitute the Contract Storage Demand of Buyer, and Buyer agrees to pay Seller therefor as provided in Article V hereof. Buyer's Storage Capacity Quantity under Rate Schedule S-2 shall be _____ dts.

The term "contract year" as used in this Contract and in Seller's Rate Schedule S-2 shall mean a period commencing on the sixteenth day of November of each calendar year of the term hereof and continuing through the next ensuing fifteenth day of November.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's S-2 Rate Schedule)
(Continued)

ARTICLE IV
POINT(S) OF DELIVERY
AND DELIVERY PRESSURE(S)

Seller shall deliver natural gas hereunder to Buyer at the following Point(s) of Delivery and at a pressure(s):

ARTICLE V
PRICE

Commencing on the effective date hereof Buyer shall pay Seller for all natural gas service rendered hereunder in accordance with Seller's Rate Schedule S-2 as filed with the Federal Energy Regulatory Commission, and as same may be amended or superseded, from time to time.

This Agreement in all respects shall be and remain subject to the applicable provisions of Seller's Rate Schedule S-2, which is made a part hereof by reference, and as same may be amended or superseded from time to time.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this Agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed, and enforced in accordance with the laws of the State of

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's S-2 Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's SS-2 Rate Schedule)

THIS AGREEMENT entered into this _____ day of _____, 1990, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, a _____ corporation, hereinafter referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule SS-2, Seller agrees to receive from Buyer or for Buyer's account for storage, inject into storage for Buyer's account, store, withdraw from storage (or cause to be injected into storage for Buyer's account, stored, and withdrawn from storage) and deliver to Buyer, quantities of natural gas stored by Seller (less fuel allowance, if any) as defined in Rate Schedule SS-2 as follows:

To withdraw from storage or cause to be withdrawn from storage, transport and deliver to Buyer at the delivery points set forth below, the gas stored for Buyer's account up to a maximum quantity in any day of _____ dt, which quantity shall be Buyer's Storage Demand.

To receive and store or cause to be stored up to a total quantity at any one time of _____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINTS OF RECEIPT AND DELIVERY

The Point of Receipt for all natural gas received by Seller for injection into storage for Buyer's account shall be (1) at the interconnection between the facilities of National Fuel Gas Supply Corporation (National Fuel) and Penn-York Energy Corporation located in Potter County, Pennsylvania, at the Ellisburg Station; (2) at the interconnection between the facilities of National Fuel and Transco at or near Leidy in Clinton County, Pennsylvania; or (3) at certain existing points of interconnection between Buyer and Seller.

The Point or Points of Delivery for all natural gas delivered by Seller to Buyer under this agreement shall be at or near:

Delivery Point(s)	Quantity (dt/d)
-----	-----

ARTICLE III
DELIVERY PRESSURE

Buyer shall deliver natural gas to Seller at the Point of Receipt at such pressures as may be available from time to time in Buyer's transporter's line serving such point but not less than 1,000 pounds per square inch gauge.

Seller shall deliver natural gas to Buyer at the Point(s) of Delivery at a pressure(s) of:

FORM OF SERVICE AGREEMENT
(For Use Under Seller's SS-2 Rate Schedule)
(Continued)

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective April 1, 1990, and shall remain in force and effect until _____, and shall continue thereafter until terminated by either party upon _____ prior written notice to the other specifying a termination date at the end of such primary term or any subsequent anniversary thereof.

ARTICLE V
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule SS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.
2. This agreement supersedes and cancels as of the effective date hereof the following contracts:
3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.
4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.
5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.
6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's SS-2 Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, hereinafter referred to as "Buyer," second party,

[or, when applicable, THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and _____, as "Agent," for _____ ("Principals"), hereinafter individually and collectively referred to as "Buyer," second party, which Principals meet the requirements set forth in Section 8.3 of Rate Schedule FT which is incorporated herein by reference.]

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to a Transportation Contract Quantity ("TCQ") of _____ dt per day.

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 and, if applicable, Section 42 of the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE II
POINT(S) OF RECEIPT

Buyer shall deliver or cause to be delivered gas at the point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, the pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) of Seller's pipeline system at such point(s) of receipt. In the event the maximum operating pressure(s) of Seller's pipeline system, at the point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

See Exhibit A, attached hereto, for points of receipt.

ARTICLE III
POINT(S) OF DELIVERY

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

See Exhibit B, attached hereto, for points of delivery and pressures.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)
(Continued)

ARTICLE IV
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) [or, when applicable, "This agreement shall be effective as of the later of _____, _____ (year) or the date that all of Seller's _____ (insert project name) facilities necessary to provide firm transportation service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion"] and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) [or, when applicable, "shall remain in force and effect for a primary term of _____"] and thereafter until terminated by Seller or Buyer upon at least _____ written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate creditworthiness, and (b) Buyer fails to provide adequate security in accordance with Section 32 of the General Terms and Conditions of Seller's Volume No. 1 Tariff. [OPTION TO DELETE IF NOT APPLICABLE: As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et.al., (a) pregranted abandonment under Section 284.221(d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.]

ARTICLE V
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions in Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit C to the service agreement.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 81 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

ARTICLE VI
MISCELLANEOUS

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s):

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)
(Continued)

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of _____, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)
(Continued)

Exhibit A

Point(s) of Receipt

[OPTIONAL IF AGREED TO:
Maximum Daily Capacity Entitlement
at each Receipt Point (DT/day)*]

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof.

Issued by: Frank J. Ferazzi, Vice President
Issued on: November 25, 2009

Effective on: December 28, 2009

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)
(Continued)

Exhibit B

Point(s) of Delivery -----	Maximum Daily Capacity Entitlement at each Delivery Point(Dt/Day) -----	Pressure -----
-------------------------------	----------------------------------------------------------------------------------	-------------------

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule FT)
(Continued)

EXHIBIT C

Specification of Negotiated Rate and Term

[OPTIONAL IF AGREED TO: Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint, or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate set forth above.]

[OPTIONAL IF AGREED TO: Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate set forth above.]

FORM OF SERVICE AGREEMENT
(For Use Under Seller's ESS Rate Schedule)

THIS AGREEMENT entered into this _____ day of _____, _____ (year), by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party.

W I T N E S S E T H

WHEREAS, Seller has made available to Buyer storage capacity from its Eminence Storage Field under Part 284 of the Commission's Regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage service under Seller's Rate Schedule ESS as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule ESS, Seller agrees to inject into storage for Buyer's account, store and withdraw from storage, quantities of natural gas as follows:

To withdraw from storage up to a maximum quantity on any day of _____ dt, which quantity shall be Buyer's Storage Demand Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule ESS.

To inject into storage a maximum quantity on any day of _____ dt, which quantity shall be Buyer's Storage Injection Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule ESS.

To receive and store up to a total quantity at any one time of _____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINT(S) OF RECEIPT AND DELIVERY

The Point of Receipt for injection of natural gas delivered to Seller by Buyer and the Point of Delivery for withdrawal of natural gas delivered by Seller to Buyer under this agreement shall be at the point of interconnection of Seller's pipeline facilities and its Eminence Storage Field located in Covington County, Mississippi. Such gas shall be delivered or received at the prevailing pressure in Seller's pipeline system not to exceed the maximum allowable operating pressure.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's ESS Rate Schedule)
(Continued)

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, ____ (year) (or, when applicable, "This agreement shall be effective as of the later of _____, ____ (year) or the date that all of Seller's _____ (insert project name) facilities necessary to provide firm storage service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion") and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, ____ (year) (or, when applicable, "shall remain in force and effect for a primary term of ____") and thereafter until terminated by Seller or Buyer upon at least _____ written notice.

ARTICLE IV
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule ESS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's ESS Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule ESS)
(Continued)

EXHIBIT A

Specification of Negotiated Rate and Term

[OPTIONAL IF AGREED TO: Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint, or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate set forth above.]

[OPTIONAL IF AGREED TO: Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate set forth above.]

FORM OF SERVICE AGREEMENT
(For Use Under Seller's EESWS Rate Schedule)

THIS AGREEMENT entered into this ____ day of _____, _____, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, hereinafter referred to as "Buyer", second party.

W I T N E S S E T H

WHEREAS, Seller has made available to Buyer Emergency Eminence Storage Withdrawal Service from its Eminence Storage Field under Part 284 of the Commission's Regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage withdrawal service under Seller's Rate Schedule EESWS as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule EESWS, Seller agrees as follows:

To withdraw from storage on any day _____ dt, which quantity shall be Buyer's Storage Demand Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule EESWS.

To inject into storage on any day ____ dt, which quantity shall be Buyer's Storage Injection Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule EESWS.

To receive and store up to a total quantity at any one time of _____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINT(S) OF RECEIPT AND DELIVERY

The Point of Receipt for injection of natural gas delivered to Seller by Buyer and the Point of Delivery for withdrawal of natural gas delivered by Seller to Buyer under this agreement shall be at the point of interconnection of Seller's pipeline facilities and its Eminence Storage Field located in Covington County, Mississippi. Such gas shall be delivered or received at the prevailing pressure in Seller's pipeline system not to exceed the maximum allowable operating pressure.

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ (year) and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) and thereafter until terminated by Seller or Buyer upon at least _____ written notice.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's EESWS Rate Schedule)
(Continued)

ARTICLE IV
RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for service hereunder in accordance with Seller's Rate Schedule EESWS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:
Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention: Director, Customer Services

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's EESWS Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule EESWS)
(Continued)

EXHIBIT A

Specification of Negotiated Rate and Term

Issued by: Frank J. Ferazzi, Vice President
Issued on: December 15, 2008

Effective on: December 31, 2008

FORM OF SERVICE AGREEMENT
(For Use Under Seller's WSS-Open Access Rate Schedule)

THIS AGREEMENT entered into this _____ day of _____, _____, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller", first party, and _____, a _____ corporation, hereinafter referred to as "Buyer", second party,

W I T N E S S E T H:

WHEREAS, Seller has made available to Buyer storage capacity from its Washington Storage Field under Part 284 of the Commission's Regulations; and Buyer desires to purchase and Seller desires to sell natural gas storage service under Seller's Rate Schedule WSS-Open Access as set forth herein;

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
SERVICE TO BE RENDERED

Subject to the terms and provisions of this agreement and of Seller's Rate Schedule WSS-Open Access, Seller agrees to inject into storage for Buyer's account, store and withdraw from storage, quantities of natural gas as follows:

To withdraw from storage up to a maximum quantity on any day of _____ dt, which quantity shall be Buyer's Storage Demand Quantity, or such greater daily quantity, as applicable from time to time, pursuant to the terms and conditions of Seller's Rate Schedule WSS-Open Access.

To receive and store up to a total quantity at any one time of _____ dt, which quantity shall be Buyer's Storage Capacity Quantity.

ARTICLE II
POINT(S) OF RECEIPT AND DELIVERY

The Point of Receipt for injection of natural gas delivered to Seller by Buyer and the Point of Delivery for withdrawal of natural gas delivered by Seller to Buyer under this agreement shall be Seller's Washington Storage Field located at Seller's Station 54 in St. Landry Parish, Louisiana. Gas delivered or received in Seller's pipeline system shall be at the prevailing pressure not to exceed the maximum allowable operating pressure.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's WSS-Open Access Rate Schedule)
Continued)

ARTICLE III
TERM OF AGREEMENT

This agreement shall be effective as of _____, ____ (year) [or, when applicable, "This agreement shall be effective as of the later of _____, ____ (year) or the date that all of Seller's _____ (insert project name) facilities necessary to provide firm storage service to Buyer have been constructed and are ready for service as determined in Seller's sole opinion"] and shall remain in force and effect until 9:00 a.m. Central Clock Time _____, _____ (year) [or, when applicable, "shall remain in force and effect for a primary term of _____"] and thereafter until terminated by Seller or Buyer upon at least _____ written notice.

ARTICLE IV
RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's Rate Schedule WSS-Open Access, and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. In the event Buyer and Seller mutually agree to a negotiated rate pursuant to the provisions of Section 53 of the General Terms and Conditions and specified term for service hereunder, provisions governing such negotiated rate (including surcharges) and term shall be set forth on Exhibit A to the service agreement.

ARTICLE V
MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in any interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contracts:

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of _____

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC
P. O. Box 1396
Houston, Texas 77251
Attention:

(b) If to Buyer:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

FORM OF SERVICE AGREEMENT
(For Use Under Seller's WSS-Open Access Rate Schedule)
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC
(Seller)

By _____

Print Name _____

Title _____

(Buyer)

By _____

Print Name _____

Title _____

FORM OF SERVICE AGREEMENT
(For Use Under Seller's WSS-Open Access Rate Schedule)
(Continued)

EXHIBIT A

Specification of Negotiated Rate and Term

[OPTIONAL IF AGREED TO: Buyer agrees not to file or cause to be filed with the FERC any action, claim, complaint, or other pleading under Section 5 of the NGA, or support or participate in any such proceeding initiated by any other party, requesting a change to or in any way opposing the negotiated rate set forth above.]

[OPTIONAL IF AGREED TO: Seller agrees not to file or cause to be filed with the FERC under Section 4 of the NGA to seek to modify the negotiated rate set forth above.]

**TEXAS EASTERN
TRANSMISSION, L. P.**

FERC GAS TARIFF

SEVENTH REVISED VOLUME NO. 1

(Supersedes Texas Eastern Transmission Corporation
Sixth Revised Volume No. 1)

of

TEXAS EASTERN TRANSMISSION, LP

FILED WITH

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should Be Addressed To:

David A. McCallum, Director
Rates and Tariffs
Texas Eastern Transmission, LP

Mailing Address: Post Office Box 1642
Houston, Texas 77251-1642

Street Address: 5400 Westheimer Court
Houston, Texas 77056-5310

Telephone Number: (713) 627-5340

Facsimile Number: (713) 627-5947

TABLE OF CONTENTS	
<u>Seventh Revised Volume No. 1</u>	<u>Sheet No.</u>
Table of Contents	2
Preliminary Statement	10
Map	11
Currently Effective Rates	25
Open-access Transportation Rate Schedules	
Rate Schedule CDS	200
Rate Schedule FT-1	211
Rate Schedule SCT	223
Rate Schedule IT-1	271
Rate Schedule LLFT	281
Rate Schedule LLIT	287
Rate Schedule VKFT	291
Rate Schedule VKIT	295
Rate Schedule MLS-1	297A
Market Centers-Aggregation and Balancing Services	
Rate Schedule TABS-1	298
Rate Schedule TABS-2	336
Rate Schedule MBA	346
Rate Schedule PAL	350
Open-access Storage Rate Schedules	
Rate Schedule SS-1	376
Rate Schedule FSS-1	386
Rate Schedule ISS-1	396
Individual Certificated Transportation Rate Schedules	
Rate Schedule FTS	406
Rate Schedule FTS-2	411
Rate Schedule FTS-4	416
Rate Schedule FTS-5	421
Rate Schedule FTS-7	426
Rate Schedule FTS-8	436
Individual Certificated Storage Rate Schedule	
Rate Schedule SS	456
General Terms and Conditions	500
Form of Service Agreements	800
Index of Firm Customers	1200

TABLE OF CONTENTS

<u>First Revised Volume No. 2</u>	<u>Sheet No.</u>
Index of Active Volume No. 2 Rate Schedules	1
Index of Terminated Volume No. 2 Rate Schedules	3
<u>Active Volume No. 2 Rate Schedules</u>	
Rate Schedule X-6, Exchange of Natural Gas with United Gas Pipe Line Company	20
Rate Schedule X-12, Transfer to New York State Natural Gas Corporation of title to one-half the base storage gas under "Oakford Storage Contract"	56
Rate Schedule X-28, Storage Agreement with Transcontinental Gas Pipe Line Corporation	104

TABLE OF CONTENTS (Continued)

First Revised Volume No. 2

Sheet No.

Rate Schedule X-52,	Exchange Agreement with Algonquin Gas Transmission Company	147
Rate Schedule X-57,	Exchange Agreement with United Gas Pipe Line Company	154

TABLE OF CONTENTS (Continued)

<u>First Revised Volume No. 2</u>		<u>Sheet No.</u>
Rate Schedule X-127,	Transportation Agreement with New Jersey Natural Gas Company	218
Rate Schedule X-128,	Exchange Agreement with Columbia Gas Transmission Corporation	236
Rate Schedule X-129,	Transportation Agreement with New Jersey Natural Gas Company	253
Rate Schedule X-130,	Transportation Agreement with The Brooklyn Union Gas Company	270
Rate Schedule X-135,	Transportation Agreement with CNG Transmission Corporation	287
Rate Schedule X-137,	Transportation Agreement with CNG Transmission Corporation	306

PRELIMINARY STATEMENT

This Federal Energy Regulatory Commission (FERC) Gas Tariff is filed by Texas Eastern Transmission, LP (Texas Eastern) in compliance with Part 154, Subchapter E, Chapter 1, Title 18, of the Code of Federal Regulations and in compliance with Order No. 636 of the FERC. This FERC Gas Tariff reflects the unbundling of services in compliance with Order No. 636 and sets forth the terms and conditions of the transportation and storage services rendered by Texas Eastern. Texas Eastern is a Natural Gas company engaged in the business of transporting and storing Natural Gas in interstate commerce under authorization granted by and subject to the jurisdiction of the FERC.

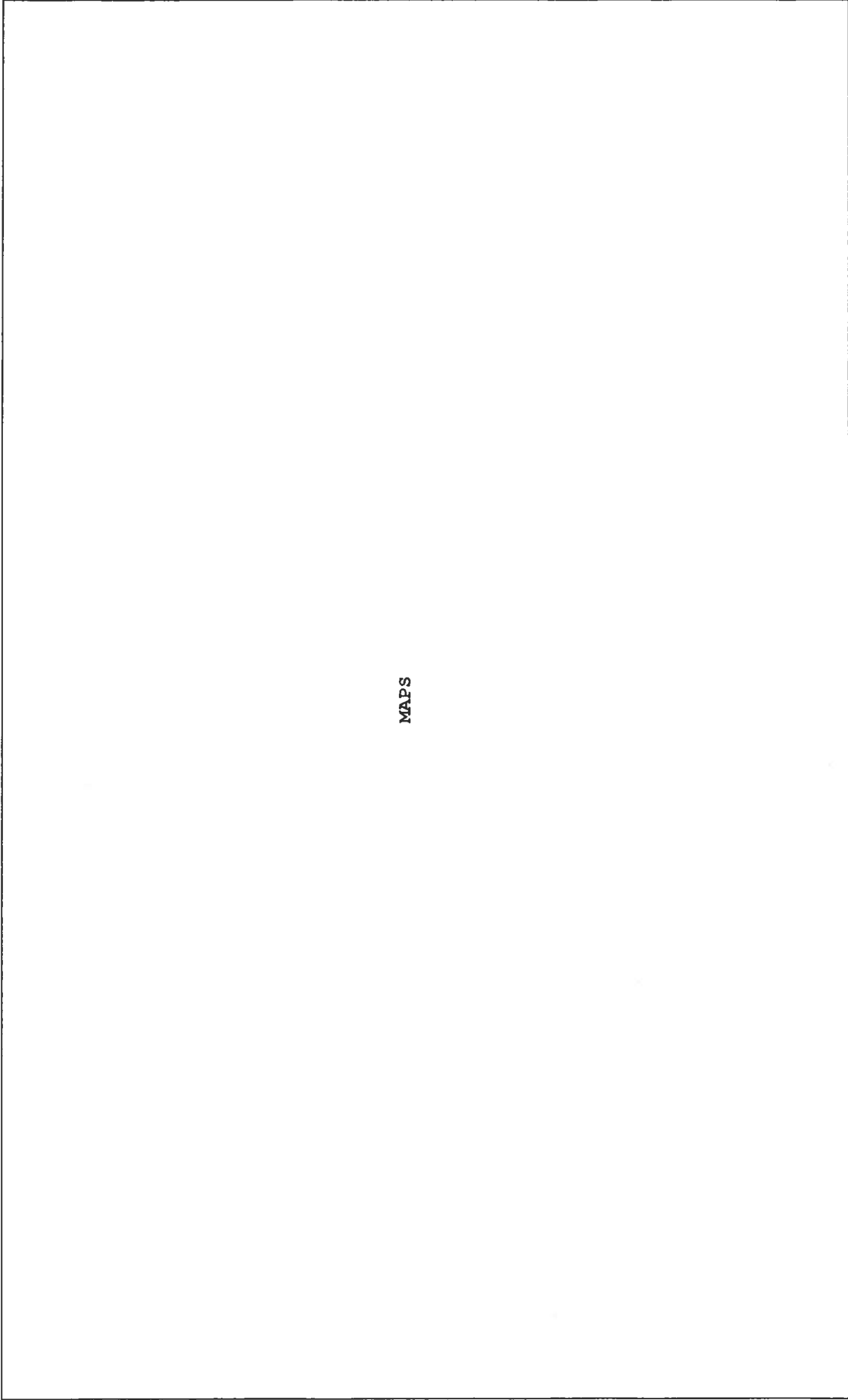
The facilities owned and operated by Texas Eastern consist of a pipeline system which extends (1) from the State of Texas through the States of Louisiana, Arkansas, Missouri, Illinois, Indiana, Ohio, West Virginia, Pennsylvania and New Jersey to the State of New York, (2) from the State of Mississippi through the States of Alabama, Tennessee, Kentucky and Ohio to the State of Pennsylvania; and which includes storage fields in Maryland and Pennsylvania.

The transportation and storage of Natural Gas is undertaken by Texas Eastern only under written contract acceptable to Texas Eastern after consideration of its commitments to others, delivery capacity and other factors deemed pertinent by Texas Eastern. If any such contract is to become operative only upon performance of certain precedent conditions, Texas Eastern reserves the right to require a separate written agreement specifying the conditions which must be satisfied before the contract for the transportation and/or storage of Natural Gas becomes operative.

Nothing in this tariff is intended to inhibit development of, or discriminate against the use of, Imbalance Management Services or Title Transfer Tracking services provided by third parties or Texas Eastern's Customers. Any party interested in providing Imbalance Management Services or Title Transfer Tracking services must coordinate with Texas Eastern.

TEXAS EASTERN TRANSMISSION, LP
FERC Gas Tariff
Seventh Revised Volume No. 1

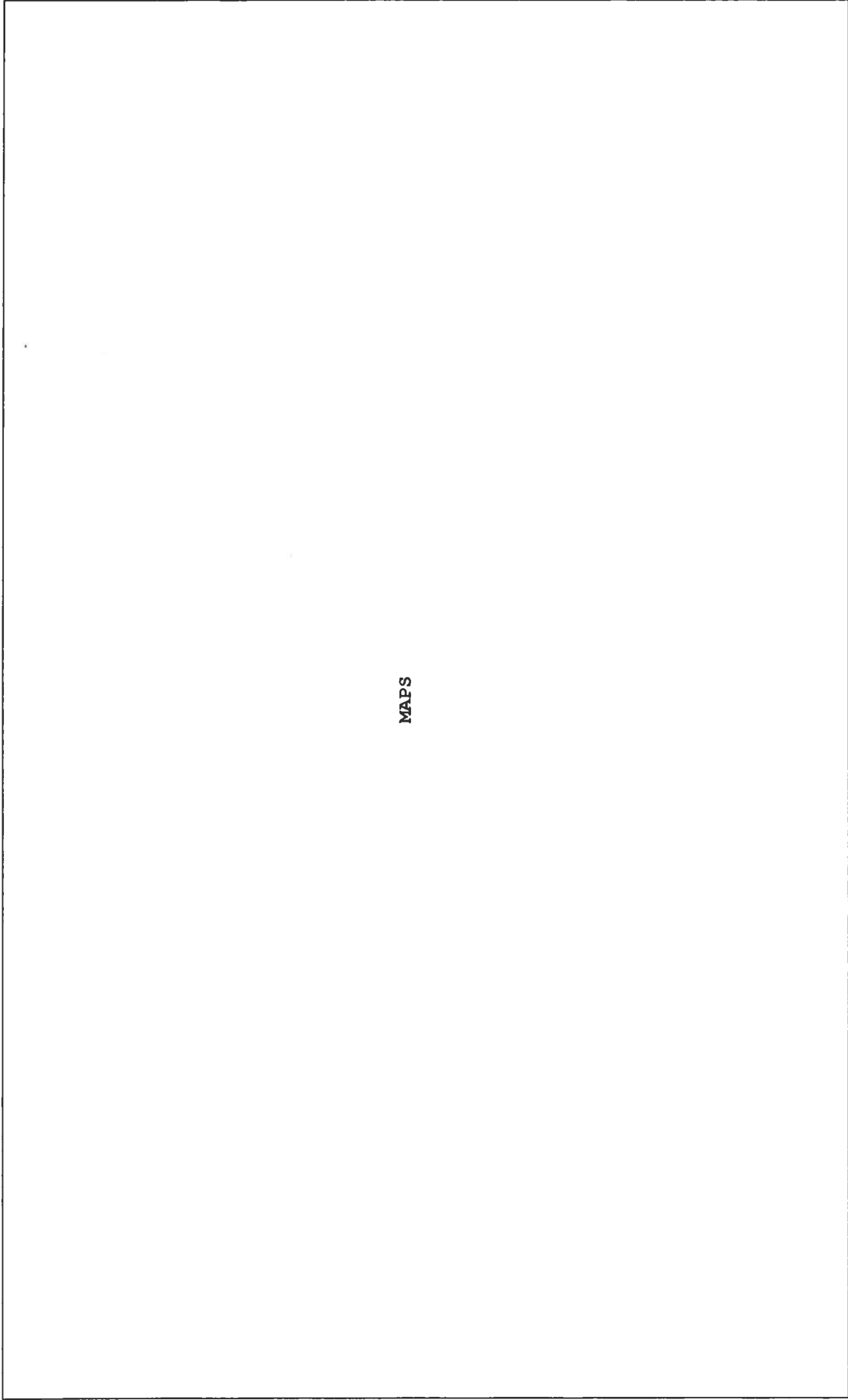
Second Revised Sheet No. 11
Superseding
First Revised Sheet No. 11



MAPS

Issued by: D. A. McCallum, Director, Rates and Tariffs
Issued on: April 30, 2008

Effective on: June 1, 2008



MAPS

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

CDS
 RESERVATION
 CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule CDS:

ACCESS AREA	CDS RESERVATION CHARGE*		CDS RESERVATION CHARGE ADJUSTMENT	
	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
STX-AAB	6.8100	0.0000	0.2239	0.0000
WLA-AAB	2.8280	0.0000	0.0930	0.0000
ELA-AAB	2.3750	0.0000	0.0781	0.0000
ETX-AAB	2.1890	0.0000	0.0720	0.0000
STX-STX	5.7380	0.0000	0.1886	0.0000
STX-WLA	5.8980	0.0000	0.1939	0.0000
STX-ELA	6.8150	0.0000	0.2241	0.0000
STX-ETX	6.8150	0.0000	0.2241	0.0000
WLA-WLA	2.0570	0.0000	0.0676	0.0000
WLA-ELA	2.8310	0.0000	0.0931	0.0000
WLA-ETX	2.8300	0.0000	0.0930	0.0000
ELA-ELA	2.3790	0.0000	0.0782	0.0000
ETX-ETX	2.1920	0.0000	0.0721	0.0000
ETX-ELA	2.3780	0.0000	0.0782	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	4.5560	0.0000	0.1498	0.0000
M1-M2	8.4700	0.0000	0.2785	0.0000
M1-M3	11.1420	0.0000	0.3663	0.0000
M2-M2	6.5690	0.0000	0.2160	0.0000
M2-M3	9.3790	0.0000	0.3084	0.0000
M3-M3	5.3260	0.0000	0.1751	0.0000

* Reservation Charge reflects a storage surcharge of: 0.3200

PRE-INJECTION CREDIT APPLICABLE TO CUSTOMERS' RESERVATION CHARGE
 PURSUANT TO SECTION 2.4 OF RATE SCHEDULE CDS.

ALL ZONES
 \$/dth
 0.0053

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

CDS USAGE CHARGES	ZONE RATE \$/dth						
Pursuant to Sections 3.2 and 3.3 of Rate Schedule CDS:							
	STX	WLA	ELA	ETX	M1	M2	M3
USAGE-1 - MAXIMUM							
from STX	0.0090	0.0098	0.0143	0.0143	0.0362	0.0722	0.0970
from WLA		0.0060	0.0105	0.0105	0.0324	0.0684	0.0932
from ELA			0.0089	0.0089	0.0308	0.0668	0.0916
from ETX				0.0089	0.0308	0.0668	0.0916
from M1					0.0219	0.0579	0.0827
from M2						0.0405	0.0652
from M3							0.0290
USAGE-1 - MINIMUM							
from STX	0.0048	0.0056	0.0100	0.0100	0.0277	0.0637	0.0885
from WLA		0.0018	0.0062	0.0062	0.0239	0.0599	0.0847
from ELA			0.0046	0.0046	0.0223	0.0583	0.0831
from ETX				0.0046	0.0223	0.0583	0.0831
from M1					0.0177	0.0537	0.0785
from M2						0.0363	0.0610
from M3							0.0248
USAGE-1 - BACKHAUL MAXIMUM							
from STX	0.0088						
from WLA	0.0096	0.0059					
from ELA	0.0140	0.0103	0.0087				
from ETX	0.0140	0.0103	0.0087	0.0087			
from M1	0.0357	0.0320	0.0304	0.0304	0.0217		
from M2	0.0716	0.0679	0.0663	0.0663	0.0576	0.0402	
from M3	0.0962	0.0925	0.0909	0.0909	0.0822	0.0648	0.0288
USAGE-1 - BACKHAUL MINIMUM							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0272	0.0235	0.0219	0.0219	0.0175		
from M2	0.0631	0.0594	0.0578	0.0578	0.0534	0.0360	
from M3	0.0877	0.0840	0.0824	0.0824	0.0780	0.0606	0.0246
USAGE-2	0.0092	0.0092	0.0092	0.0092	0.0311	0.0671	0.0919
USAGE-3	0.1130	0.1130	0.1130	0.1130	0.2774	0.4420	0.5547

ALL ZONES
\$/dth

ACA COMMODITY SURCHARGE TO APPLICABLE CUSTOMERS, PURSUANT TO
 SECTION 15.5 OF THE GENERAL TERMS AND CONDITIONS.

0.0019

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

CDS CAPACITY RELEASE CHARGES	RESERVATION CHARGE*			RESERVATION CHARGE ADJUSTMENT/ VOLUMETRIC RESERVATION CHARGE*		
	\$/dth			\$/dth		
		NON-	TOTAL	NON-	TOTAL	
ACCESS AREA	MILEAGE	MILEAGE	TOTAL	MILEAGE	MILEAGE	TOTAL
STX-AAB	4.1570	2.6530	6.8100	0.1367	0.0872	0.2239
WLA-AAB	1.3140	1.5140	2.8280	0.0432	0.0498	0.0930
ELA-AAB	0.9150	1.4600	2.3750	0.0301	0.0480	0.0781
ETX-AAB	0.8320	1.3570	2.1890	0.0274	0.0446	0.0720
STX-STX	3.0840	2.6540	5.7380	0.1014	0.0872	0.1886
STX-WLA	3.2420	2.6560	5.8980	0.1066	0.0873	0.1939
STX-ELA	4.1570	2.6580	6.8150	0.1367	0.0874	0.2241
STX-ETX	4.1570	2.6580	6.8150	0.1367	0.0874	0.2241
WLA-WLA	0.3980	1.6590	2.0570	0.0131	0.0545	0.0676
WLA-ELA	1.3130	1.5180	2.8310	0.0432	0.0499	0.0931
WLA-ETX	1.3120	1.5180	2.8300	0.0431	0.0499	0.0930
ELA-ELA	0.9160	1.4630	2.3790	0.0301	0.0481	0.0782
ETX-ETX	0.8320	1.3600	2.1920	0.0274	0.0447	0.0721
ETX-ELA	0.9150	1.4630	2.3780	0.0301	0.0481	0.0782
MARKET AREA						
M1-M1	1.8970	2.6590	4.5560	0.0624	0.0874	0.1498
M1-M2	5.8100	2.6600	8.4700	0.1910	0.0875	0.2785
M1-M3	8.4810	2.6610	11.1420	0.2788	0.0875	0.3663
M2-M2	3.9110	2.6580	6.5690	0.1286	0.0874	0.2160
M2-M3	6.7190	2.6600	9.3790	0.2209	0.0875	0.3084
M3-M3	2.6700	2.6560	5.3260	0.0878	0.0873	0.1751

*Rates are exclusive of surcharges which can also be recovered.

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

Pursuant to Section 3.14 of the General Terms and Conditions:

CDS

CAPACITY RELEASE
 CHARGES

\$/DTH

USAGE-1 RATE*	STX	WLA	ELA	ETX	M1	M2	M3
MILEAGE							
from STX	0.0048	0.0056	0.0100	0.0100	0.0277	0.0637	0.0885
from WLA		0.0023	0.0062	0.0062	0.0239	0.0599	0.0847
from ELA			0.0046	0.0046	0.0223	0.0583	0.0831
from ETX				0.0046	0.0223	0.0583	0.0831
from M1					0.0177	0.0537	0.0785
from M2						0.0363	0.0610
from M3							0.0248
NON-MILEAGE							
from STX	0.0042	0.0042	0.0043	0.0043	0.0085	0.0085	0.0085
from WLA		0.0037	0.0043	0.0043	0.0085	0.0085	0.0085
from ELA			0.0043	0.0043	0.0085	0.0085	0.0085
from ETX				0.0043	0.0085	0.0085	0.0085
from M1					0.0042	0.0042	0.0042
from M2						0.0042	0.0042
from M3							0.0042
TOTAL							
from STX	0.0090	0.0098	0.0143	0.0143	0.0362	0.0722	0.0970
from WLA		0.0060	0.0105	0.0105	0.0324	0.0684	0.0932
from ELA			0.0089	0.0089	0.0308	0.0668	0.0916
from ETX				0.0089	0.0308	0.0668	0.0916
from M1					0.0219	0.0579	0.0827
from M2						0.0405	0.0652
from M3							0.0290

USAGE-1 BACKHAUL RATE*	STX	WLA	ELA	ETX	M1	M2	M3
MILEAGE							
from STX	0.0046						
from WLA	0.0054	0.0017					
from ELA	0.0097	0.0060	0.0044				
from ETX	0.0097	0.0060	0.0044	0.0044			
from M1	0.0272	0.0235	0.0219	0.0219	0.0175		
from M2	0.0631	0.0594	0.0578	0.0578	0.0534	0.0360	
from M3	0.0877	0.0840	0.0824	0.0824	0.0780	0.0606	0.0246
NON-MILEAGE							
from STX	0.0042						
from WLA	0.0042	0.0042					
from ELA	0.0043	0.0043	0.0043				
from ETX	0.0043	0.0043	0.0043	0.0043			
from M1	0.0085	0.0085	0.0085	0.0085	0.0042		
from M2	0.0085	0.0085	0.0085	0.0085	0.0042	0.0042	
from M3	0.0085	0.0085	0.0085	0.0085	0.0042	0.0042	0.0042
TOTAL							
from STX	0.0088						
from WLA	0.0096	0.0059					
from ELA	0.0140	0.0103	0.0087				
from ETX	0.0140	0.0103	0.0087	0.0087			
from M1	0.0357	0.0320	0.0304	0.0304	0.0217		
from M2	0.0716	0.0679	0.0663	0.0663	0.0576	0.0402	
from M3	0.0962	0.0925	0.0909	0.0909	0.0822	0.0648	0.0288

*Rates are exclusive of surcharges which can also be recovered.

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

CDS
INCREMENTAL
FACILITY CHARGE

INCREMENTAL
FACILITY CHARGE
\$/dth

[RESERVED FOR FUTURE USE]

CURRENTLY EFFECTIVE SERVICE RATES APPLICABLE TO OPEN ACCESS, PART 284, RATE
 SCHEDULES IN FERC GAS TARIFF, SEVENTH REVISED VOLUME NO. 1

FT-1
 RESERVATION
 CHARGES

Pursuant to Sections 3.2, 3.3, and 3.5 of Rate Schedule FT-1:

ACCESS AREA	FT-1 RESERVATION CHARGE*		FT-1 RESERVATION CHARGE ADJUSTMENT	
	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
	\$/dth		\$/dth	
STX-AAB	6.5870	0.0000	0.2166	0.0000
WLA-AAB	2.6050	0.0000	0.0856	0.0000
ELA-AAB	2.1520	0.0000	0.0708	0.0000
ETX-AAB	1.9660	0.0000	0.0646	0.0000
STX-STX	5.5150	0.0000	0.1813	0.0000
STX-WLA	5.6750	0.0000	0.1866	0.0000
STX-ELA	6.5920	0.0000	0.2167	0.0000
STX-ETX	6.5920	0.0000	0.2167	0.0000
WLA-WLA	1.8340	0.0000	0.0603	0.0000
WLA-ELA	2.6080	0.0000	0.0857	0.0000
WLA-ETX	2.6070	0.0000	0.0857	0.0000
ELA-ELA	2.1560	0.0000	0.0709	0.0000
ETX-ETX	1.9690	0.0000	0.0647	0.0000
ETX-ELA	2.1550	0.0000	0.0708	0.0000
MARKET AREA	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM
M1-M1	4.3330	0.0000	0.1425	0.0000
M1-M2	8.2470	0.0000	0.2711	0.0000
M1-M3	10.9190	0.0000	0.3590	0.0000
M2-M2	6.3460	0.0000	0.2086	0.0000
M2-M3	9.1560	0.0000	0.3010	0.0000
M3-M3	5.1030	0.0000	0.1678	0.0000

* Reservation Charge reflects a storage surcharge of: 0.0970