

Philadelphia Gas Works
Before The
Pennsylvania Public Utility Commission

**Computation of Annual Purchased Gas Costs
For Twelve Months Ending August 31, 2018**

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, 2017

Philadelphia Gas Works 1307f - 2017 Prefiling

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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, 2016 to December 31, 2016. Actual data is provided for the eleven (11) months ending November 30, 2016 and actual/estimated data for the one (1) month ending December 31, 2016. Actual data for the twelve (12) months ending December 31, 2016 will be provided in the 1307f filing of March 1, 2017.

Schedule 2 – Actual capacity release credits by pipeline by month for the period January 1, 2016 through December 31, 2016.

Schedule 3 - Twenty (20) month forecasted summary of total fuel purchased for the period January 1, 2017 through August 31, 2018 will be provided in the 1307f filing of March 1, 2017.

Schedule 4 – Twenty (20) month forecast of capacity release credits by pipeline by month for the period January 1, 2017 through August 31, 2018 will be provided in the 1307f filing of March 1, 2017.

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
Cost of Fuel Purchased**
Williams Pipeline Company

	Jan-16	Feb-16	Mar-16	Apr-16	May-16	JUNE-16	JULY-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16
Amount - \$	4,476	4,785	4,631	4,785	4,631	4,785	4,785	4,785	9,415	4,631	4,785	4,785
S-2 Capacity	21,870	23,348	22,595	23,348	22,595	23,348	23,496	-	46,234	22,738	23,496	23,496
Storage Demand	4,872	3,651	1,706	536							922	4,090
Handling fr Sig.												
WSS Demand	180,008	180,008	192,423	185,984	192,423	185,984	2,063	1,789	1,731	1,181	802	187,423
Capacity Rel. Dem.Credit #3691	63,382	63,382	67,753	65,567	67,753	65,567	67,753	192,793	185,984	187,193	186,547	187,423
Capacity Rel. Dem.Credit #5001	32,145	32,145	16,368	15,035	4,071	30	67,753	67,753	65,567	57,783	64,564	67,423
S2 Credit	2,824	3,873	8,281	6,884	15,953	20,301	23,776	24,678	20,483	8,368	11,054	27,846
FT-Demand Charges Paid by VA Power	23,927	23,983	23,927	24,688	27,835	27,021	27,835	27,835	27,021	27,835	27,021	27,835
Capacity #2 Demand	23,785	22,251	23,765	24,619	27,922	26,937	27,922	27,922	26,937	27,922	26,937	27,922
Capacity #2 Capacity	1,660	2,524	560	1,196	11							
Handling fr Sig.	72	200	291	349								
Handling to Sig.	2,446,612	2,288,766	2,449,176	2,359,267	2,437,909	2,437,909	2,437,909	2,437,909	2,359,267	2,437,909	2,359,267	2,435,362
FT Demand/3691	118,846	98,662	64,578	31,118	38,037	17,097	11,791	11,168	14,518	33,424	84,418	133,183
ESFT Commodity	60,573	56,665										60,300
Eminence Credit												
Eminence C. Crd.												
Eminence Storage Dem.	25,058	23,441	25,058	24,250	25,058	25,058	25,058	25,058	24,250	25,058	25,058	25,058
Eminence Storage Cap.	23,265	23,635	25,265	24,450	23,265	25,265	25,265	25,265	24,450	25,265	25,265	25,265
Handling fr Sig.	10,336	1,398	592									
Handling to Sig.												
Capacity Rel. Dem.Credit #3691	(316,782)	(294,541)	(383,296)	(219,421)	(287,540)	(323,015)	(358,092)	(361,536)	(303,857)	(258,525)	(204,570)	(229,983)
Capacity Rel. Dem.Credit #5001												
S2 Credit	(3,295)	(3,311)	(3,331)	(3,289)	(3,250)	(3,266)	(3,204)	(3,206)	(3,208)	(3,211)	(3,189)	(3,153)
Eminence #2 Demand	34,047	31,851	34,047									
Eminence #2 Capacity	34,330	32,115	34,330									
Handling to Sig.												
Handling fr Sig.	12,155	1,574	942									
Eminence #2 aid.												
Cashout / Cashout 02/29/2016												
S2 Adj. (02/1/15 - 02/28/15)			18,177									
WSS Capacity Release	(15,345)	(14,355)	(15,345)	(13,099)	(13,535)	(13,099)	(13,535)	(13,535)	(13,099)			
Eminence Capacity Release												
FT-Demand Charges Paid by VA Power												
Cashout / Cashout 03/31/16												
S2 Adj. (02/1/16 - 02/29/16)		(29)										
Cashout / Cashout Majority Buy 01/31/16		(808)										
Unauthorized Overrun 02/2016		4,862						(22,187)				
TOTAL	2,815,441	2,608,476	2,612,511	2,564,356	2,585,192	2,445,550	2,499,407	2,445,498	2,488,578	2,617,345	2,588,763	2,775,722

Philadelphia Gas Works

Cost Of Fuel Purchased

Texas Eastern

Volumes - Dth	Jan-16	Feb-16	Mar-16	Apr-16	May-16	JUNE-16	JULY-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16
CDS Access Area Demand	10.6000	10.5780	10.5780	10.5780	10.5780	10.5780	10.5780	10.6840	10.6840	10.6840	10.6840	10.7220
CDS Market Area Demand	3.3846	3.3846	3.3846	3.3846	3.3846	3.3846	3.3846	3.3846	3.3846	3.3846	3.3846	3.3846
CDS Commodity	0.0561	0.0563	0.0568	0.0549	0.0548	0.0560	0.0545	0.0577	0.0576	0.0577	0.0591	0.0501
CDS ACA Charge	0.0014	0.0014	0.0014	0.0014	0.0014	0.0014	0.0014	0.0014	0.0014	0.0013	0.0013	0.0013
FT1 Access Area Demand	10.3770	10.3550	10.3550	10.3550	10.3550	10.3550	10.3550	10.4610	10.4610	10.4610	10.4610	10.4990
FT1 Market Area Demand	3.5476	3.5476	3.5476	3.5476	3.5476	3.5476	3.5476	3.5476	3.5476	3.5476	3.5476	3.5476
FT1 Commodity	0.0000	0.0530	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
FT1 ACA Charge	0.0000	0.0014	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
SS1 Demand 400121	5.4210	5.4150	5.4150	5.4150	5.4150	5.4150	5.4150	5.4430	5.4430	5.4430	5.4430	5.4430
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	0.0555	0.0566	0.0566	0.0566	0.0566	0.0566	0.0566	0.0566	0.0566	0.0566	0.0577	0.0471
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	0.0350	0.0000	0.0350	0.0350	0.0350	0.0350	0.0350	0.0350	0.0350	0.0350	0.0350	0.0307
Excess Injection	0.1598	0.0000	0.1598	0.0000	0.1598	0.0000	0.0000	0.0000	0.1598	0.0000	0.1598	0.1555
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	5.4210	5.4150	5.4150	5.4150	5.4150	5.4150	5.4150	5.4430	5.4430	5.4430	5.4430	5.4430
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	0.0555	0.0566	0.0566	0.0566	0.0566	0.0566	0.0566	0.0566	0.0566	0.0566	0.0577	0.0471
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	0.0350	0.0350	0.0350	0.0350	0.0350	0.0350	0.0350	0.0350	0.0350	0.0350	0.0350	0.0307
Excess Injection	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.1598	0.1598	0.0000	0.1598	0.1598	0.1555
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	7.9600	7.9600	7.9600	7.9600	7.9600	7.9600	7.9600	7.9600	7.9600	7.9600	7.9600	7.9620
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	10.3770	10.3550	10.3550	10.3550	10.3550	10.3550	10.3550	10.4610	10.4610	10.4610	10.4610	10.4990
FT-1 Market Area Demand	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385
FT Commodity	0.0601	0.0639	0.0639	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0675	0.0534
FT-1 ACA Charge	0.0014	0.0014	0.0014	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0013	0.0013
FT-1-3 Cap.Rel. demand credit 800514	0.0000	0.0000	0.0000	0.1060	0.1032	0.1138	0.1217	0.1327	0.1327	0.1064	0.0000	0.0000
FT-1 Acc.Area Dem. 800515	10.3770	10.3550	10.3550	10.3550	10.3550	10.3550	10.3550	10.4610	10.4610	10.4610	10.4610	10.4990
FT-1 Market Area Demand	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385	2.2385
FT Commodity	0.0602	0.0639	0.0639	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0675	0.0534
FT-1 ACA Charge	0.0014	0.0014	0.0014	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0013	0.0013
FT-1-3 Cap.Rel. demand credit 800515	0.0000	0.0000	0.0000	0.0837	0.1032	0.1138	0.1217	0.1327	0.1327	0.1064	0.0000	0.0000
CDS 800232 M1-M2 Cap. Rel.	0.3221	0.4338	0.4261	0.4261	0.6018	0.4541	0.3606	0.3631	0.3436	0.3442	0.0000	0.0000
FT1-800233 M1-M3 Cap. Rel.	0.5300	0.5300	0.5300	0.5300	0.5300	0.5300	0.5300	0.5300	0.5300	0.5300	0.5300	0.5300
FTS-2,7,8 ACA	0.0014	0.0014	0.0014	0.0014	0.0014	0.0014	0.0014	0.0014	0.0014	0.0013	0.0013	0.0013

Philadelphia Gas Works
Cost Of Fuel Purchased
Texas Eastern

	Jan-16	Feb-16	Mar-16	Apr-16	May-16	JUNE-16	JULY-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16
Amount - \$												
CDS Access Area Demand	795,000	793,350	793,350	793,350	793,350	793,350	793,350	801,300	801,300	801,300	801,300	804,150
CDS Market Area Demand	330,249	330,249	330,249	330,249	330,249	330,249	330,249	330,249	330,249	330,249	330,249	330,249
CDS Commodity	90,171	78,573	43,360	60,629	64,023	55,581	77,442	86,495	88,184	89,298	59,765	82,974
CDS ACA Charge	2,252	1,952	1,068	1,547	1,635	1,414	1,989	2,098	2,142	2,013	1,315	2,194
FT1 Access Area Demand	247,201	246,677	246,677	246,677	246,677	246,677	246,677	249,202	249,202	249,202	249,202	250,107
FT1 Market Area Demand	194,687	194,687	194,687	194,687	194,687	194,687	194,687	194,687	194,687	194,687	194,687	194,687
FT1 Commodity	3,180	84	-	-	-	-	-	-	-	-	-	-
FT1 ACA Charge	84	84	-	-	-	-	-	-	-	-	-	-
SS1 Demand 400121	239,164	238,899	238,899	238,899	238,899	238,899	238,899	240,134	240,134	240,134	240,134	240,134
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	33,170	19,757	10,276	11,249	-	-	-	-	-	-	6,998	12,968
Excess Withdrawal												
Storage Injection	476	-	1,591	252	1,876	-	13,597	14,463	6,776	9,919	4,534	638
Excess Injection	1,922	-	788	-	656	-	-	-	1,859	-	5,796	1,001
Storage Surcharge Credit	(28,140)	(28,309)	(27,951)	(27,676)	(27,722)	(27,278)	(27,295)	(27,315)	(27,339)	(26,845)	(26,845)	(26,910)
SS1 Demand 400209	113,012	112,887	112,887	112,887	112,887	112,887	112,887	113,470	113,470	113,470	113,470	113,470
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	27,288	21,657	12,537	12,896	1,865	-	-	-	-	3,958	8,879	12,841
Excess Withdrawal												
Storage Injection	857	494	4,222	2,637	8,132	7,086	5,540	4,347	13,289	4,714	5,717	1,283
Excess Injection	(13,313)	(13,393)	(13,224)	(13,054)	(13,075)	(12,866)	(12,874)	(12,853)	(12,885)	(12,806)	(12,806)	(12,692)
Storage Surcharge Credit	42,936	42,936	42,936	42,936	42,936	42,936	42,936	42,936	42,936	42,936	42,936	42,936
FTS-2 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-7 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
FTS-8 Demand	186,788	186,390	186,390	186,390	186,390	186,390	186,390	186,298	186,298	186,298	186,298	186,982
FT-1 Acc.Area Dem. 900514	25,685	25,685	25,685	25,685	25,685	25,685	25,685	25,685	25,685	25,685	25,685	25,685
FT-1 Market Area Demand	33,382	33,346	35,645	25,685	-	-	-	-	-	-	-	-
FT Commodity	777	731	781	(57,240)	(94,302)	(100,602)	(111,209)	(121,253)	(117,342)	(156,575)	702	725
FT-1 ACA Charge	186,786	186,390	186,390	186,390	186,390	186,390	186,390	186,298	186,298	186,298	186,298	186,982
FT-1 Acc.Area Dem. 900515	25,685	25,685	25,685	25,685	25,685	25,685	25,685	25,685	25,685	25,685	25,685	25,685
FT-1 Market Area Demand	33,588	33,346	35,634	-	-	-	-	-	-	-	-	-
FT Commodity	781	731	781	-	-	-	-	-	-	-	-	-
FT-1 ACA Charge	(156,174)	(146,651)	(154,296)	(45,188)	(94,302)	(100,602)	(111,209)	(121,253)	(117,342)	(156,575)	702	725
CDS 800232 M1-M2 Cap. Rel.	(342,993)	(287,563)	(342,993)	(331,928)	(342,993)	(331,928)	(342,993)	(342,993)	(331,928)	(342,993)	(321,996.44)	(5131,061.52)
FT1-000233 M1-M3 Cap. Rel.	1,470	1,031	788	676	217	210	217	217	210	202	564	(8225,262.99)
FTS-2.7.8 ACA												
CSHOUT UNDER P&DS												
PRIOR ADJUSTMENTS												
O.F.O CREDITS												
TOTAL	2,356,436	2,385,632	2,275,676	2,130,914	2,008,507	2,000,861	1,994,832	1,998,955	2,070,842	2,002,927	2,699,951	2,487,953

Philadelphia Gas Works
Volumes, Rates, and Total Amounts

Dominion

	Jan-16	Feb-16	Mar-16	Apr-16	May-16	JUNE-16	JULY-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16
Volumes	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 Demand	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 Capacity	-	601,345	414,644	338,600	186,914	431,183	445,718	445,718	421,755	359,451	287,865	744,920
GSS Storage Injection	909,776	601,345	414,644	338,600	-	-	-	-	-	-	-	744,920
GSS Handling from Storage	909,776	601,345	414,644	338,600	-	-	-	-	-	-	-	744,920
GSS-TE Surcharges												
GSS-TE Excess Injection	0.0031	0.0031	0.0031	0.0031	0.0031	0.0031	0.0031	0.0031	0.0031	0.0031	0.0049	0.0049
GSS-TE Excess Injection	0.6363	0.6363	0.6363	0.6363	0.6363	0.6363	0.6363	0.6363	0.6363	0.6363	0.2365	0.2365
Unauthorized Overrun Charges	0.6316	0.6316	0.6316	0.6316	0.6316	0.6316	0.6316	0.6316	0.6316	0.6316	0.6309	0.6309
Rates - \$												
GSS Storage Demand	1.8618	1.8618	1.8618	1.8618	1.8618	1.8618	1.8618	1.8618	1.8618	1.8618	1.8653	1.8663
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	0.0262	0.0262	0.0262	0.0262	0.0262	0.0262	0.0262	0.0262	0.0262	0.0262	0.0274	0.0274
GSS Handling from Storage	0.0149	0.0149	0.0149	0.0149	0.0149	0.0149	0.0149	0.0149	0.0149	0.0149	0.0148	0.0161
GSS-TE Surcharges	0.0031	0.0031	0.0031	0.0031	0.0031	0.0031	0.0031	0.0031	0.0031	0.0031	0.0049	0.0049
GSS-TE Excess Injection	0.6363	0.6363	0.6363	0.6363	0.6363	0.6363	0.6363	0.6363	0.6363	0.6363	0.2365	0.2365
Unauthorized Overrun Charges	0.6316	0.6316	0.6316	0.6316	0.6316	0.6316	0.6316	0.6316	0.6316	0.6316	0.6309	0.6309
Total Amount - \$												
GSS Storage Demand	63,389	63,389	63,389	63,389	63,389	63,389	63,389	63,389	63,389	63,389	63,610	63,610
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	-	1,958	1,958	-	4,897	11,297	11,678	11,678	11,050	9,418	6,045	11,983
GSS Handling from Storage	13,556	8,960	6,178	5,045	-	-	-	-	-	-	-	3,650
GSS-TE Surcharges	2,820	1,864	1,285	1,050	-	-	-	-	-	-	-	-
GSS-TE Excess Injection												
*Overrun/Penalty Distribution												
Unauthorized Overrun Charges						(5,401)						
TOTAL	\$ 136,590	\$ 131,038	\$ 129,636	\$ 126,309	\$ 125,111	\$ 126,109	\$ 131,892	\$ 131,892	\$ 131,264	\$ 129,631	\$ 126,480	\$ 136,078

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 2016

MONTH	TGPL		Volume *		TETCO		Volume		Combined Total	
	Total	Credits	DTH'S	DTH'S	Total	Credits	DTH'S	Total	Credits	DTH'S
Jan-16	\$ 332,126		985,614	1,012,677	\$ 499,167		1,012,677	\$ 831,293		1,998,291
Feb-16	\$ 308,896		918,111	880,596	\$ 434,214		880,596	\$ 743,110		1,798,707
Mar-16	\$ 398,641		1,282,173	1,009,267	\$ 497,288		1,009,267	\$ 895,929		2,291,440
Apr-16	\$ 232,520		953,220	2,059,350	\$ 584,810		2,059,350	\$ 817,330		3,012,570
May-16	\$ 301,075		1,912,700	2,218,701	\$ 695,667		2,218,701	\$ 996,742		4,131,401
Jun-16	\$ 336,114		2,440,460	2,142,330	\$ 689,864		2,142,330	\$ 1,025,978		4,582,790
Jul-16	\$ 371,626		2,920,583	2,221,584	\$ 730,708		2,221,584	\$ 1,102,334		5,142,167
Aug-16	\$ 375,071		2,998,512	2,205,061	\$ 751,223		2,205,061	\$ 1,126,295		5,203,573
Sep-16	\$ 316,954		2,801,820	2,048,030	\$ 684,061		2,048,030	\$ 1,001,015		4,849,850
Oct-16	\$ 258,525		2,278,720	3,232,959	\$ 777,931		3,232,959	\$ 1,036,456		5,511,679
Nov-16	\$ 204,570		555,210	876,150	\$ 327,611		876,150	\$ 532,181		1,431,360
Dec-16	\$ 229,974		614,079	951,173	\$ 365,329		951,173	\$ 595,303		1,565,252
	\$ 3,666,091		20,661,202	20,857,878	\$ 7,037,874		20,857,878	\$ 10,703,966		41,519,080

* TGPL volumes do not include the ES storage capacity release but do include the credits to PGW has stated on the monthly invoices.

Federal Tariff Provisions

Schedule 5
Item 53.64(c) (1)

**TRANSCONTINENTAL
GAS PIPE LINE CORPORATION**

**FERC GAS TARIFF
FIFTH REVISED VOLUME NO. 1**

(SUPERSEDING FOURTH 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:

Transcontinental Gas Pipe Line Company, LLC

**Attention: Charlotte Hutson
Director, Rates & Regulatory
Charlotte.A.Hutson@williams.com**

**Mailing Address: P. O. Box 1396
Houston, TX 77251-1396**

**Street Address: 2800 Post Oak Boulevard
Houston, TX 77056**

Telephone Number: (713) 215-4060

Facsimile Number: (713) 215-3483

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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.

MAPS

The System Map and maps for each zone are available at the internet website below.

System Map:

<http://www.1line.williams.com/Transco/files/TariffSystemMaps/TranscoTariffSystem.pdf>

Zone 1:

<http://www.1line.williams.com/Transco/files/TariffSystemMaps/TranscoTariffZone1.pdf>

Zone 2:

<http://www.1line.williams.com/Transco/files/TariffSystemMaps/TranscoTariffZone2.pdf>

Zone 3:

<http://www.1line.williams.com/Transco/files/TariffSystemMaps/TranscoTariffZone3.pdf>

Zone 4:

<http://www.1line.williams.com/Transco/files/TariffSystemMaps/TranscoTariffZone4.pdf>

Zone 4A:

<http://www.1line.williams.com/Transco/files/TariffSystemMaps/TranscoTariffZone4A.pdf>

Zone 4B:

<http://www.1line.williams.com/Transco/files/TariffSystemMaps/TranscoTariffZone4B.pdf>

Zone 5:

<http://www.1line.williams.com/Transco/files/TariffSystemMaps/TranscoTariffZone5.pdf>

Zone 6:

<http://www.1line.williams.com/Transco/files/TariffSystemMaps/TranscoTariffZone6.pdf>

PART II – STATEMENT OF RATES AND FUEL

PART II - STATEMENT OF RATES AND FUEL

SECTION 1

OPEN ACCESS FIRM TRANSPORTATION RATES

PART II - STATEMENT OF RATES AND FUEL

**SECTION 1
OPEN ACCESS FIRM TRANSPORTATION RATES**

**SECTION 1.1
RATE SCHEDULE FT**

STATEMENT OF RATES AND FUEL
 RATE SCHEDULE FT – NON-INCREMENTAL

Daily Reservation Rate per dt (Except for Former PS/ACQ Rate Schedules)

<u>Receipt & Delivery Zone</u>	<u>Fixed Cost Unit Rate</u> (\$)	<u>Variable Cost Unit Rate</u> (\$)	<u>Electric Power Unit Rate</u> (\$)	<u>Maximum Rate 1/</u> (\$)	<u>Minimum Rate 2/ 3/</u> (\$)
1-1	0.07746	0.00000	0.00020	0.07766	0.00020
1-2, 2-1	0.10643	0.00000	0.00054	0.10697	0.00054
1-3, 3-1	0.15129	0.00000	0.00103	0.15232	0.00103
1-4, 4-1	0.31928	0.00000	0.00265	0.32193	0.00265
1-5, 5-1	0.43300	0.00000	0.00393	0.43693	0.00393
1-6, 6-1	0.50064	0.00000	0.00470	0.50534	0.00470
2-2	0.09117	0.00000	0.00034	0.09151	0.00034
2-3, 3-2	0.13603	0.00000	0.00083	0.13686	0.00083
2-4, 4-2	0.30402	0.00000	0.00245	0.30647	0.00245
2-5, 5-2	0.41774	0.00000	0.00373	0.42147	0.00373
2-6, 6-2	0.48538	0.00000	0.00450	0.48988	0.00450
3-3	0.10706	0.00000	0.00049	0.10755	0.00049
3-4, 4-3	0.27505	0.00000	0.00211	0.27716	0.00211
3-5, 5-3	0.38877	0.00000	0.00339	0.39216	0.00339
3-6, 6-3	0.45641	0.00000	0.00416	0.46057	0.00416
4-4	0.23019	0.00000	0.00162	0.23181	0.00162
4-5, 5-4	0.34391	0.00000	0.00290	0.34681	0.00290
4-6, 6-4	0.41155	0.00000	0.00367	0.41522	0.00367
4A-4A	0.09898	0.00000	0.00035	0.09933	0.00035
4B-4B	0.08637	0.00000	0.00028	0.08665	0.00028
4B-4A, 4A-4B	0.12315	0.00000	0.00063	0.12378	0.00063
5-5	0.17592	0.00000	0.00128	0.17720	0.00128
5-6, 6-5	0.24356	0.00000	0.00205	0.24561	0.00205
6-6	0.12984	0.00000	0.00077	0.13061	0.00077

Daily Reservation Rate per dt for the Former PS Rate Schedule (December – February)

<u>Receipt & Delivery Zone</u>	<u>Fixed Cost Unit Rate</u> (\$)	<u>Variable Cost Unit Rate</u> (\$)	<u>Electric Power Unit Rate</u> (\$)	<u>Maximum Rate 1/ (\$)</u>	<u>Minimum Rate 2/ 3/ (\$)</u>
3-3	0.10706	0.00000	0.00049	0.10755	0.00049
1-4	0.60631	0.00000	0.00504	0.61135	0.00504
2-4	0.57733	0.00000	0.00466	0.58199	0.00466
3-4	0.52232	0.00000	0.00401	0.52633	0.00401
1-5	0.83491	0.00000	0.00761	0.84252	0.00761
2-5	0.80593	0.00000	0.00723	0.81316	0.00723
3-5	0.75092	0.00000	0.00658	0.75750	0.00658
1-6	0.99418	0.00000	0.00942	1.00360	0.00942
2-6	0.96520	0.00000	0.00904	0.97424	0.00904
3-6	0.91019	0.00000	0.00839	0.91858	0.00839

Daily Reservation Rate per dt for the Former ACQ Rate Schedule (March – November)

<u>Receipt & Delivery Zone</u>	<u>Fixed Cost Unit Rate</u> (\$)	<u>Variable Cost Unit Rate</u> (\$)	<u>Electric Power Unit Rate</u> (\$)	<u>Maximum Rate 1/ (\$)</u>	<u>Minimum Rate 2/ 3/ (\$)</u>
1-6	0.26143	0.00000	0.00244	0.26387	0.00244
2-6	0.25331	0.00000	0.00233	0.25564	0.00233
3-6	0.23789	0.00000	0.00215	0.24004	0.00215

Gathering Charges

In addition to the charges above, the gathering rates on the Statement of Rates and Fuel for Firm and Interruptible Gathering Service in Section 9.1 of this Tariff 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.

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	0.00172	0.00082	0.00254	0.00254
1-2, 2-1	0.00000	0.00459	0.00316	0.00775	0.00775
1-3, 3-1	0.00000	0.00695	0.00479	0.01174	0.01174
1-4, 4-1	0.00000	0.01722	0.01018	0.02740	0.02740
1-Sta 85 Zn 4 Pool	0.00000	0.00695	0.00479	0.01174	0.01174
1-Sta 85 Zn 4A Pool	0.00000	0.01722	0.01018	0.02740	0.02740
1-5, 5-1	0.00000	0.02498	0.01357	0.03855	0.03855
1-Station 165 Zn 5 Pool	0.00000	0.02498	0.01357	0.03855	0.03855
1-6, 6-1	0.00000	0.02952	0.01547	0.04499	0.04499
1-Station 210 Zn 6 Pool	0.00000	0.02952	0.01547	0.04499	0.04499
2-2	0.00000	0.00319	0.00234	0.00553	0.00553
2-3, 3-2	0.00000	0.00555	0.00397	0.00952	0.00952
2-4, 4-2	0.00000	0.01582	0.00936	0.02518	0.02518
2-Sta 85 Zn 4 Pool	0.00000	0.00555	0.00397	0.00952	0.00952
2-Sta 85 Zn 4A Pool	0.00000	0.01582	0.00936	0.02518	0.02518
2-5, 5-2	0.00000	0.02358	0.01275	0.03633	0.03633
2-Station 165 Zn 5 Pool	0.00000	0.02358	0.01275	0.03633	0.03633
2-6, 6-2	0.00000	0.02812	0.01465	0.04277	0.04277
2-Station 210 Zn 6 Pool	0.00000	0.02812	0.01465	0.04277	0.04277
3-3	0.00000	0.00268	0.00163	0.00431	0.00431
3-4, 4-3	0.00000	0.01295	0.00702	0.01997	0.01997
3-Sta 85 Zn 4 Pool	0.00000	0.00268	0.00163	0.00431	0.00431
3-Sta 85 Zn 4A Pool	0.00000	0.01295	0.00702	0.01997	0.01997
3-5, 5-3	0.00000	0.02071	0.01041	0.03112	0.03112
3-Sta 165 Zn 5 Pool	0.00000	0.02071	0.01041	0.03112	0.03112
3-6, 6-3	0.00000	0.02525	0.01231	0.03756	0.03756
3-Sta 210 Zn 6 Pool	0.00000	0.02525	0.01231	0.03756	0.03756
3-1 (WSS Wth)	0.00000	0.00459	0.00316	0.00775	0.00775
3-2 (WSS Wth)	0.00000	0.00319	0.00234	0.00553	0.00553
3-3 (WSS Wth)	0.00000	0.00032	0.00000	0.00032	0.00032
3-4 (WSS Wth)	0.00000	0.01059	0.00539	0.01598	0.01598
3- Sta 85 Zn 4 Pool (WSS Wth)	0.00000	0.00032	0.00000	0.00032	0.00032
3- Sta 85 Zn 4A Pool (WSS Wth)	0.00000	0.01059	0.00539	0.01598	0.01598
3-5 (WSS Wth)	0.00000	0.01835	0.00878	0.02713	0.02713
3-Sta 165 Zn 5 Pool (WSS Wth)	0.00000	0.01835	0.00878	0.02713	0.02713
3-6 (WSS Wth)	0.00000	0.02289	0.01068	0.03357	0.03357

Receipt & Delivery Zone	Fixed Cost Unit Rate (\$)	Variable Cost Unit Rate (\$)	Electric Power Unit Rate (\$)	Maximum Rate 2/ (\$)	Minimum Rate 3/ (\$)
3-Sta 210 Zn 6 Pool (WSS Wth)	0.00000	0.02289	0.01068	0.03357	0.03357
4-4	0.00000	0.01059	0.00539	0.01598	0.01598
4- Sta 85 Zn 4 Pool	0.00000	0.00000	0.00000	0.00000	0.00000
4- Sta 85 Zn 4A Pool	0.00000	0.01059	0.00539	0.01598	0.01598
4-5, 5-4	0.00000	0.01835	0.00878	0.02713	0.02713
4-Sta 165 Zn 5 Pool	0.00000	0.01835	0.00878	0.02713	0.02713
4-6, 6-4	0.00000	0.02289	0.01068	0.03357	0.03357
4-Sta 210 Zn 6 Pool	0.00000	0.02289	0.01068	0.03357	0.03357
4A-4A	0.00000	0.00240	0.00129	0.00369	0.00369
4A- Sta 85 Zn 4 Pool	0.00000	0.00240	0.00129	0.00369	0.00369
4A- Sta 85 Zn 4A Pool	0.00000	0.00000	0.00000	0.00000	0.00000
Sta 85 Zn 4 Pool - 1	0.00000	0.01722	0.01018	0.02740	0.02740
Sta 85 Zn 4 Pool - 2	0.00000	0.01582	0.00936	0.02518	0.02518
Sta 85 Zn 4 Pool - 3	0.00000	0.01295	0.00702	0.01997	0.01997
Sta 85 Zn 4 Pool - 4	0.00000	0.01059	0.00539	0.01598	0.01598
Sta 85 Zn 4 Pool - 4A	4/ 0.00000	0.01299	0.00668	0.01967	0.01967
Sta 85 Zn 4 Pool - Sta 85 Zone 4A Pool	4/ 0.00000	0.01059	0.00539	0.01598	0.01598
Sta 85 Zn 4 Pool - 4B	4/ 0.00000	0.01458	0.00771	0.02229	0.02229
Sta 85 Zn 4 Pool - 5	0.00000	0.01835	0.00878	0.02713	0.02713
Sta 85 Zn 4 Pool - Sta 165 Zn 5 Pool	0.00000	0.01835	0.00878	0.02713	0.02713
Sta 85 Zn 4 Pool - 6	0.00000	0.02289	0.01068	0.03357	0.03357
Sta 85 Zn 4 Pool - Sta 210 Zn 6 Pool	0.00000	0.02289	0.01068	0.03357	0.03357
Sta 85 Zn 4A Pool - 1	5/ 0.00000	0.01962	0.01147	0.03109	0.03109
Sta 85 Zn 4A Pool - 2	5/ 0.00000	0.01822	0.01065	0.02887	0.02887
Sta 85 Zn 4A Pool - 3	5/ 0.00000	0.01535	0.00831	0.02366	0.02366
Sta 85 Zn 4A Pool - 4	5/ 0.00000	0.01299	0.00668	0.01967	0.01967
Sta 85 Zn 4A Pool - Sta 85 Zone 4 Pool	5/ 0.00000	0.00240	0.00129	0.00369	0.00369
Sta 85 Zn 4A Pool - 4A	0.00000	0.00240	0.00129	0.00369	0.00369
Sta 85 Zn 4A Pool - 4B	0.00000	0.00399	0.00232	0.00631	0.00631
Sta 85 Zn 4A Pool - 5	5/ 0.00000	0.02075	0.01007	0.03082	0.03082
Sta 85 Zn 4A Pool - Sta 165 Zn 5 Pool	5/ 0.00000	0.02075	0.01007	0.03082	0.03082
Sta 85 Zn 4A Pool - 6	5/ 0.00000	0.02529	0.01197	0.03726	0.03726
Sta 85 Zn 4A Pool - Sta 210 Zn 6 Pool	5/ 0.00000	0.02529	0.01197	0.03726	0.03726
4B-4B	0.00000	0.00191	0.00103	0.00294	0.00294
4B-4A, 4A-4B	0.00000	0.00399	0.00232	0.00631	0.00631
4B- Sta 85 Zn 4 Pool	0.00000	0.00399	0.00232	0.00631	0.00631

Receipt & Delivery Zone	Fixed Cost Unit Rate (\$)	Variable Cost Unit Rate (\$)	Electric Power Unit Rate (\$)	Maximum Rate 2/ (\$)	Minimum Rate 3/ (\$)
4B- Sta 85 Zn 4A Pool	0.00000	0.00191	0.00103	0.00294	0.00294
5- Sta 85 Zn 4 Pool	0.00000	0.00808	0.00339	0.01147	0.01147
5- Sta 85 Zn 4A Pool	0.00000	0.01835	0.00878	0.02713	0.02713
5-5	0.00000	0.00808	0.00339	0.01147	0.01147
5-Sta 165 Zn 5 Pool	0.00000	0.00808	0.00339	0.01147	0.01147
5-6, 6-5	0.00000	0.01262	0.00529	0.01791	0.01791
5-Sta 210 Zn 6 Pool	0.00000	0.01262	0.00529	0.01791	0.01791
Sta 165 Zn 5 Pool - 1	0.00000	0.01722	0.01018	0.02740	0.02740
Sta 165 Zn 5 Pool - 2	0.00000	0.01582	0.00936	0.02518	0.02518
Sta 165 Zn 5 Pool - 3	0.00000	0.01295	0.00702	0.01997	0.01997
Sta 165 Zn 5 Pool - 4	0.00000	0.01059	0.00539	0.01598	0.01598
Sta 165 Zn 5 Pool - Sta 85 Zn 4 Pool	0.00000	0.00000	0.00000	0.00000	0.00000
Sta 165 Zn 5 Pool - Sta 85 Zn 4A Pool	0.00000	0.01059	0.00539	0.01598	0.01598
Sta 165 Zn 5 Pool - 5	0.00000	0.00000	0.00000	0.00000	0.00000
Sta 165 Zn 5 Pool - 6	0.00000	0.00486	0.00190	0.00676	0.00676
Sta 165 Zn 5 Pool - Sta 210 Zn 6 Pool	0.00000	0.00486	0.00190	0.00676	0.00676
6- Sta 85 Zn 4 Pool	0.00000	0.01262	0.00529	0.01791	0.01791
6- Sta 85 Zn 4A Pool	0.00000	0.02289	0.01068	0.03357	0.03357
6- Sta 165 Zn 5 Pool	0.00000	0.01262	0.00529	0.01791	0.01791
6-6	0.00000	0.00486	0.00190	0.00676	0.00676
6- Sta 210 Zn 6 Pool	0.00000	0.00486	0.00190	0.00676	0.00676
Sta 210 Zn 6 Pool - 1	0.00000	0.02498	0.01357	0.03855	0.03855
Sta 210 Zn 6 Pool - 2	0.00000	0.02358	0.01275	0.03633	0.03633
Sta 210 Zn 6 Pool - 3	0.00000	0.02071	0.01041	0.03112	0.03112
Sta 210 Zn 6 Pool - 4	0.00000	0.01835	0.00878	0.02713	0.02713
Sta 210 Zn 6 Pool - Sta 85 Zn 4 Pool	0.00000	0.00808	0.00339	0.01147	0.01147
Sta 210 Zn 6 Pool - Sta 85 Zn 4A Pool	0.00000	0.01835	0.00878	0.02713	0.02713
Sta 210 Zn 6 Pool - 5	0.00000	0.00808	0.00339	0.01147	0.01147
Sta 210 Zn 6 Pool - Sta 165 Zn 5 Pool	0.00000	0.00808	0.00339	0.01147	0.01147
Sta 210 Zn 6 Pool - 6	0.00000	0.00000	0.00000	0.00000	0.00000

Gathering Charges

In addition to the charges above, the gathering rates on the Statement of Rates and Fuel for Firm and Interruptible Gathering Service in Section 9.1 of this Tariff 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, if applicable, as published on the Commission's website, <http://www.ferc.gov>.
- 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.
- 4/ The Zone 4-4 commodity charge, which charge applies to quantities transported from the Zone 4 Pool for delivery to Zone(s) 4A or 4B, is included in the rates shown.
- 5/ The Zone 4A-4A commodity charge, which charge applies to quantities transported from the Zone 4A Pool for delivery to zones other than Zone(s) 4A or 4B, is included in the rates shown.

PART II - STATEMENT OF RATES AND FUEL

**SECTION 3
OPEN ACCESS FIRM STORAGE RATES AND FUEL**

STATEMENT OF RATES AND FUEL
 RATE SCHEDULE WSS-OPEN ACCESS
 WASHINGTON STORAGE SERVICE – OPEN ACCESS

Seller hereby provides notice that the rates set forth herein are subject to change, and Seller reserves all its rights and remedies with respect to the collection of the rates set forth herein, including but not limited to the right to seek adjustment(s) or surcharge(s) to such rates, in the event that the FERC's order(s) issued in Docket Nos. RP06-569-008 and RP07-376-005 (consolidated), relating to these rates are modified or reversed by the FERC on rehearing or are modified, vacated, reversed or remanded as a result of a court appeal of those orders.

Rate Schedule and Section

		Maximum Daily Rate (dt) <hr/> (\$)	Minimum Daily Rate (dt) <hr/> (\$)
<u>WSS-Open Access – Washington Storage Service</u>			
3.3 (a)	Demand Charge	0.02557	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00027	0.00000
3.3 (c)	Quantity Injected Charge	0.01456	0.01456
3.3 (d)	Quantity Withdrawn Charge	0.01456	0.01456
 <u>WGL Midstream, Inc.</u>			
3.3 (a)	Demand Charge	0.03114	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00033	0.00000
3.3 (c)	Quantity Injected Charge	0.01456	0.01456
3.3 (d)	Quantity Withdrawn Charge	0.01456	0.01456
 5	 Injection Fuel Retention %		 1.52%

Reserved For Future Use

STATEMENT OF RATES AND FUEL
 RATE SCHEDULE ESS
 EMINENCE STORAGE SERVICE

<u>Section</u>		Maximum		Minimum
		Daily Rate (dt)		Daily Rate (dt)
		(\$)		(\$)
3.3 (a)	Demand Charge	0.02109	1/	0.00000
3.3 (b)	Storage Capacity Quantity Charge	0.00252	1/	0.00000
3.3 (c)	Quantity Injected Charge	0.04113		0.04113
3.3 (d)	Quantity Withdrawn Charge	0.04113		0.04113
3.4	Injection Demand Charge	0.06430		0.00000

Note:

1/ The demand and capacity rates include \$0.00537 and \$0.00064, respectively, for amounts associated with the terminal retirement of Eminence Caverns 1-4.

PART II - STATEMENT OF RATES AND FUEL

**SECTION 7
FIRM 7(c) STORAGE RATES AND FUEL**

STATEMENT OF RATES AND FUEL
 RATE SCHEDULE GSS
 GENERAL STORAGE SERVICE

<u>Section</u>	<u>Base Rate (dt) (\$)</u>	<u>Electric Power Rate (dt) (\$)</u>	<u>Third Party Rate (dt) (\$)</u>	<u>Total Daily Rate (dt) (\$)</u>
3.2(a) Demand Charge	0.07052	0.00032	0.02998	0.10082
3.2(b) Storage Capacity Quantity Charge	0.00028	0.00000	0.00025	0.00053
3.2(c) Quantity Injected Charge 1/	0.03215	0.00190	0.01644	0.05049
3.2(d) Quantity Withdrawn Charge	0.03215	0.00190	0.00947	0.04352
3.2(e) Excess Delivery from Buyer's Storage Gas Balance Charge	0.54292	0.00375	0.27441	0.82108
3.2(f) Excess End of Season Inventory Charge. See Section 14 of Rate Schedule GSS.				

	<u>Seller's Fuel</u>	<u>Third Party Fuel</u>	<u>Total Fuel</u>
3.3, 8 Injection Fuel	1.45%	1.39%	2.84%

Notes:

1/ Pursuant to Section 27 of the General Terms and Conditions, the quantity injection charge shall be increased to include the ACA unit rate, if applicable, as published on the Commission's website, <http://www.ferc.gov>.

STATEMENT OF RATES AND FUEL
RATE SCHEDULE S-2

<u>Section</u>		<u>Daily Charge (dt) (\$)</u>
3.2 (a)	Demand Charge	0.14601
3.2 (b)	Capacity Charge	0.00397
3.2 (c)	Injection Charge	0.02955
3.2 (d)	Withdrawal Charge	0.03958
9	Demand Charge Adjustment	0.37726
3.4	Injection Fuel	0.63%
3.4	Withdrawal Fuel:	
	i. Winter Period – December 1 through March 31	2.07%
	ii. Spring, Summer and Fall Periods – April 1 through November 30	1.87%
3.4	Inventory Level Fuel	0.06%

PART II - STATEMENT OF RATES AND FUEL

**SECTION 12
TRANSPORTATION FUEL RETENTION FACTORS**

STATEMENT OF RATES AND FUEL
 FIRM AND INTERRUPTIBLE TRANSPORTATION FUEL

Fuel Retention Percentages (for Receipts other than Zone 4A or Zone 4B) 1/

Receipt	Delivery						Sta 210 Zone 6 Pool			
	Zone 1	Zone 2	Zone 3	Zone 4	Sta 85 Zone 4 Pool	Sta 85 Zone 4A Pool		Zones 4A & 4B 2/	Zone 5 Pool	Sta 165 Zone 5 Pool
Zone 1	0.17%	0.68%	1.03%	2.23%	1.03%	2.23%	2.51%	2.97%	2.97%	3.32%
Zone 2		0.51%	0.86%	2.06%	0.86%	2.06%	2.34%	2.80%	2.80%	3.15%
Zone 3			0.35%	1.55%	0.35%	1.55%	1.83%	2.29%	2.29%	2.64%
Zone 4				1.20%		1.20%	1.48%	1.94%	1.94%	2.29%
Sta 85 Zone 4 Pool 3/ Zone 5				1.20%		1.20%	1.48%	1.94%	1.94%	2.29%
Sta 165 Zone 5 Pool Zone 6								0.74%	0.74%	1.09%
Sta 210 Zone 6 Pool										0.35%
										0.35%

Fuel Retention Percentages (for Receipts in Zone 4A or Zone 4B) 1/

Receipt	Delivery									
	Zone 1 4/	Zone 2 4/	Zone 3 4/	Fwd Haul In Zone 4	Back- haul In Zone 4	Sta 85 Zone 4 Pool	Sta 85 Zone 4A Pool	Zone 4B	Zone 5 & Sta 165 Zone 5 Pool	Zone 6 & Sta 210 Zone 6 Pool
Zone 4A	0.28%	0.28%	0.28%	1.48%	0.28%	0.28%	0.00%	0.28%	0.28%	2.57%
Sta 85 Zone 4A Pool 5/ Zone 4B	0.28%	0.28%	0.28%	1.48%	0.28%	0.28%	0.00%	0.28%	2.22%	2.57%
	0.51%	0.51%	0.51%	1.71%	0.51%	0.51%	0.23%	0.23%	2.45%	2.80%

Notes:

- 1/ The 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.
- 2/ Transportation deliveries to Zone 4B do not entail the forward-haul movement of gas in Zone 4B.
- 3/ The Zone 4 fuel retention percentage, which percentage applies to quantities transported from the Station 85 Zone 4 Pool, is included in the fuel retention percentages shown.
- 4/ 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.
- 5/ The Zone 4A fuel retention percentage, which percentage applies to quantities transported from the Station 85 Zone 4A Pool, is included in the fuel retention percentages shown.

PART V – FORMS OF SERVICE AGREEMENT

**SECTION 6
FIRM 7(c) STORAGE SERVICE**

**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,

WITNESSETH:

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 _____ and shall remain in force and effect for a period _____

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 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.

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 _____

PART III – RATE SCHEDULES

**SECTION 1
OPEN ACCESS FIRM TRANSPORTATION SERVICE**

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 Commission's regulations 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 hereunder to a Buyer of capacity resulting from 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 hereunder to a Buyer of capacity resulting from 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.
- 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 receipt and delivery points within that zone which are (i) located on Seller's mainline system upstream of Station 85, which does not include points upstream of Station 30, (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 or 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 (i) 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 and (ii) quantities within Buyer's firm capacity entitlement at the respective point of receipt or delivery when Buyer's TCQ at those points consists entirely of secondary firm capacity entitlements obtained pursuant to Section 42 of the General Terms and Conditions. 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 exceeds 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.

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 1Line 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 x the number of days in the month that capacity was held.

(ii) 25% x Buyer's TCQ x the applicable reservation rate from Zone 2 (Station 45) to Buyer's delivery zone x the number of days in the month that capacity was held.

(iii) 19% x Buyer's TCQ x the applicable reservation rate from Zone 3 (Station 50) to Buyer's delivery zone x the number of days in the month that capacity was held.

(iv) 39% x Buyer's TCQ x the applicable reservation rate from Zone 3 (Station 62) to Buyer's delivery zone x 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.

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 (dts) delivered.

3.5 The maximum and minimum reservation and commodity rates for firm transportation service are shown on the effective Statement of Rates and Fuel in Part II, Section 1.1 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 1Line 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 Statement of Rates and Fuel in Part II, Section 1.1 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 Statement of Rates and Fuel in Part II, Section 1.1 of this tariff.
- 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 Statement of Rates and Fuel in Part II, Section 12.1 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 the effective Statement of Rates and Fuel in Part II, Section 1.1.1 of this tariff.
- 3.11 Any quantities pooled at Seller's Station 85 Zone 4 pool that are nominated and delivered in Zone 4A or Zone 4B will be assessed, as a component of the total commodity charges and fuel retention applicable to such deliveries, the Zone 4 to Zone 4 commodity charges and fuel retention under this rate schedule.

Any quantities pooled at Seller's Station 85 Zone 4A pool that are nominated and delivered in zones other than Zone 4A or Zone 4B will be assessed, as a component of the total commodity charges and fuel retention applicable to such deliveries, the Zone 4A to Zone 4A commodity charges and fuel retention under this rate schedule.

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) primary points of receipt which include the furthest upstream point(s) of receipt specified in the executed service agreement and all points of receipt within Buyer's firm contract path, 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 the 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 ("traditional delivery point(s)"), (ii) the point(s) of delivery within Buyer's firm contract path upstream of Buyer's traditional delivery point(s) ("non-traditional delivery points"), or (iii) 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.
- 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 A Buyer under this rate schedule that has rights to nominate quantities of gas for delivery into or receipt from Seller's Station 85 Zone 4 pool (located at the point of interconnection between Seller's mainline and Mobile Bay Lateral at milepost 784.66 in Choctaw County, Alabama), may also nominate quantities of gas for delivery into or receipt from Seller's Station 85 Zone 4A pool (located at the point of interconnection between Seller's mainline and Mobile Bay Lateral at milepost 0.00 in Choctaw County, Alabama). Similarly, a Buyer under this rate schedule ~~that has~~ rights to nominate quantities of gas for delivery into or

receipt from Seller's Station 85 Zone 4A pool, may also nominate quantities of gas for delivery into or receipt from Seller's Station 85 Zone 4 pool.

- 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 hereof, shall be made available to Buyer by Seller posting such delivery points on 1Line. 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 delivery point operator; and further, may be subordinate to any firm services scheduled to such point(s) which are traditional FT, FTN, FTP 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) hereof, 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.

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 Swing Service Delivery Points; 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.

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.

6. BYPASS OF A LOCAL DISTRIBUTION COMPANY

6.1 In the event Seller bypasses a Buyer that is a local distribution company to provide service directly to a gas burning facility that, prior to the date of such direct service,

was served by that local distribution company, then the bypassed local distribution company will have certain options, as described below, related to such bypass provided the local distribution company meets the following conditions:

- (a) Buyer is a Conversion Buyer as defined in Section 7.1 of this rate schedule; and
- (b) Buyer formerly contracted for sales service under Seller's now-terminated Rate Schedule FS for a term of at least three (3) years.

6.2 If Seller is required to provide firm or interruptible transportation service directly to an existing gas burning facility that prior to the date of commencement of such direct service was receiving gas service from Buyer (Existing Facility), thereby excluding Buyer from such transaction:

Seller shall offer firm or interruptible transportation service, as applicable, to Buyer under the same terms and conditions (including rates) offered to the Existing Facility for a volume of gas equal to the maximum daily transportation service provided directly to the Existing Facility by Seller.

6.3 If Seller voluntarily provides firm or interruptible transportation service directly to an Existing Facility thereby excluding Buyer from such transaction:

- (a) Seller shall offer firm or interruptible transportation service, as applicable, to Buyer under the same terms and conditions (including the lowest rates) offered to any facility served directly by Seller in Buyer's existing service territory for a volume of gas equal to the maximum daily transportation service provided directly to the Existing Facility by Seller, or
- (b) Buyer shall have the right to elect, within six (6) months following receipt of notice that such direct service will be provided to an Existing Facility by Seller, to reduce its Rate Schedule FT entitlements. Buyer agrees to specify, at the time of such election, the date, which shall be a date no earlier than six (6) months following the date of Buyer's election and no later than thirty-six (36) months following the date of Buyer's election, on which such reductions will become effective. Such reductions in Rate Schedule FT service shall be no greater than the maximum daily transportation service provided directly by Seller to such Existing Facility.
- (c) Transco will provide written notice to Buyer sixty (60) days prior to commencement of voluntary direct transportation service to an Existing Facility.

- (d) For purposes of this Section 6.3, Seller shall be deemed to have voluntarily provided direct service to an Existing Facility if Seller voluntarily constructs facilities connecting its system to an Existing Facility or if Seller does not oppose a tap into its system by an Existing Facility or a third party the purpose of which, at the time the tap is constructed, is to bypass Buyer and serve an Existing Facility.

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 <u>Station to Compressor</u> <u>Station)</u>	<u>Cumulative</u> <u>Percentage</u>
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.

- 7.4 In addition to the capacity entitlements specified in Section 7.3 hereof, 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 hereof 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 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 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
 - (b) Sufficient information to determine Buyer's creditworthiness in accordance with Section 32 of the General Terms and Conditions.
- 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 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.

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 1Line.

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 1Line. Overnight delivery of this information will be available to Buyers and potential Buyers upon written request provided that such overnight delivery services are prepaid.

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.

PART III – RATE SCHEDULES

**SECTION 3
OPEN ACCESS FIRM STORAGE SERVICE**

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.

3. RATES AND CHARGES

- 3.1 The maximum and minimum rates for service under this rate schedule are shown on the currently effective Statement of Rates and Fuel in Part II, Section 3.1 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 ~~11~~line 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 Statement of Rates and Fuel in Part II, Section 3.1 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 1Line 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 1Line 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.

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 Statement of Rates and Fuel in Part II, Section 3.1 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) hereof. 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.
- (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) hereof, 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) hereof. 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.
- (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) hereof, 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 <u>Storage Capacity Quantity</u>	Buyer's Daily Withdrawal Entitlement As A Factor of Buyer's <u>Storage Capacity Quantity</u>
20- 0	1/173
40-21	1/140
60-41	1/117
80-61	1/106
100-81	1/95

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.

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
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	432,212
Fort Hill Natural Gas Authority	77,660
KeySpan Energy Delivery Long Island	1,672,962
Liberty Utilites (Peach State Natural Gas) Corp.	149,718
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
Virginia Natural Gas, Inc.	271,810
WGL Midstream, Inc.	723,706

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 either 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) or make an informational filing detailing the volume of replenishment base gas purchased and the cost of that gas. 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.

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.

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 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 Section 32 of the General Terms and Conditions.

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.

Reserved For Future Use

**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 Statement of Rates and Fuel in Part II, Section 3.3 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 Statement of Rates and Fuel in Part II, Section 3.3 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 1Line 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 1Line 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 hereof, 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 1Line 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.

3.5 If, under the provisions of Section 11.3 of the General Terms and Conditions, Seller orders interruption or reduction of service to Buyer on a day or days (Service Reduction Day), then Seller shall credit Buyer's Demand Charge, Storage Capacity Quantity Charge and Injection Demand Charge in accordance with the provisions of Sections 3.7 and 3.8 of this rate schedule for the day(s) on which such interruption or reduction occurs. Additionally, on a Service Reduction Day, Seller shall suspend, as necessary, the provisions of Section 5.1(b)

and/or 6.1(b) of this rate schedule. Seller shall post notice of such suspension on 1Line, including whether the Service Reduction Day affects injections, withdrawals, or injections and withdrawals.

3.6 Determination of Service Reduction Quantities

- (a) For each Service Reduction Day, Seller shall determine the interruption or reduction in Buyer's Storage Demand in the following manner:
 - (i) 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 a day exceeds the total quantity which Seller can withdraw from storage on such day, the nominations for such day shall be allocated pro rata among the nominating Buyers based upon each Buyer's nomination up to Buyer's Storage Demand. The final nominated quantity upon conclusion of each of the nomination cycles identified in Section 28.1 of the General Terms and Conditions, as prorated if necessary, shall be the scheduled withdrawal quantity for such day. Seller shall thereupon withdraw for Buyer the quantity of gas scheduled.
 - (ii) The difference each day, if any (but not less than zero), between Buyer's nominated quantity (not to exceed Buyer's Storage Demand) and the quantity scheduled in accordance with Section 3.6 (a)(i) is Buyer's Storage Demand Reduction Quantity.
- (b) For each Service Reduction Day, Seller shall determine the interruption or reduction in Buyer's Storage Capacity Quantity and Storage Injection Quantity (where applicable) in the following manner:
 - (i) Seller shall endeavor to inject, 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 a day exceeds the total quantity which Seller can inject into storage on such day, the nominations for such day shall be allocated pro rata among the nominating Buyers based upon each Buyer's nomination up to Buyer's Storage Injection Quantity. The final nominated quantity upon conclusion of each of the nomination cycles identified in Section 28.1 of the General Terms and Conditions, as prorated if necessary, shall be the scheduled injection quantity for such day. Seller shall thereupon inject for Buyer the quantity of gas scheduled.
 - (ii) The difference each day, if any (but not less than zero), between Buyer's nominated quantity (not to exceed Buyer's Storage Injection Quantity) and the quantity scheduled in accordance with Section 3.6 (b)(i) is Buyer's Storage Injection Reduction Quantity.

3.7 For each Service Reduction Day due to a force majeure event, Buyer's Demand Charge credit, Storage Capacity Quantity Charge credit and Injection Demand Charge credit shall be computed as follows:

(a) Demand Charge credit:

Buyer's Storage Demand Reduction Quantity calculated in Section 3.6(a)(ii) multiplied by the return on equity and associated income tax component of Buyer's Demand Charge.

(b) Storage Capacity Quantity Charge credit:

Buyer's Storage Injection Reduction Quantity calculated in Section 3.6(b)(ii) multiplied by the return on equity and associated income tax component of Buyer's Storage Capacity Quantity Charge.

(c) Injection Demand Charge credit:

Buyer's Storage Injection Reduction Quantity calculated in Section 3.6(b)(ii) multiplied by the return on equity and associated income tax component of Buyer's Injection Demand Charge, where applicable.

3.8 For each Service Reduction Day due to a non-force majeure event, Buyer's Demand Charge credit, Storage Capacity Quantity Charge credit and Injection Demand Charge credit shall be computed as follows:

(a) Demand Charge credit:

Buyer's Storage Demand Reduction Quantity calculated in Section 3.6(a)(ii) multiplied by Buyer's Demand Charge.

(b) Storage Capacity Quantity Charge credit:

Buyer's Storage Injection Reduction Quantity calculated in Section 3.6(b)(ii) multiplied by Buyer's Storage Capacity Quantity Charge.

(c) Injection Demand Charge credit:

Buyer's Storage Injection Reduction Quantity calculated in Section 3.6(b)(ii) multiplied by Buyer's Injection Demand Charge, where applicable.

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 hereof.

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) hereof, 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.

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 judgment, 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) hereof, 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.

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.

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.

PART III – RATE SCHEDULES

**SECTION 6
FIRM 7(c) STORAGE SERVICE**

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 Statement of Rates and Fuel in Part II, Section 7.1 of this tariff.

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 the Statement of Rates and Fuel in Part II, Section 7.1 of this tariff. The total fuel retention percentage under this rate schedule is shown on such Statement of Rates and Fuel in Part II, Section 7.1.

- 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 the effective Statement of Rates and Fuel in Part II, Section 7.1 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:
- (i) Demand Charge - The Demand Charge shown on the Statement of Rates and Fuel in Part II, Section 7.1 of this tariff 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 such Statement of Rates and Fuel in Part II, Section 7.1 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 the Statement of Rates and Fuel in Part II, Section 7.1 of this tariff 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 the Statement of Rates and Fuel in Part II, Section 7.1 of this tariff 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 Sections 3.4(a)(i), (ii) and (iii) hereof.
- (b) Notification - Seller shall give notice on 1Line 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.

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.
- (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) hereof, 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.
- (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) hereof, 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 Section 7.3(a), (b) or (c) hereof, 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.
- (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) hereof 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.
- (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 1Line 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) hereof.
- (e) Seller will publish notice of the termination of an OFO on 1Line 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 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

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) hereof 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 Statement of Rates and Fuel in Part II, Section 7.1 of this tariff.

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 of Seller's Volume No. 1 Tariff 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 Statement of Rates and Fuel in Part II, Section 7.5 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 Statement of Rates and Fuel in Part II, Section 7.5 of this tariff.

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.

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) hereof, 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.

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) hereof, 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.

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 Statement of Rates and Fuel in Part II, Section 7.5 of this tariff.

10. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's Volume No. 1 Tariff which are applicable to this rate schedule are hereby made a part hereof.

PART V - FORMS OF SERVICE AGREEMENT

PART V – FORMS OF SERVICE AGREEMENT

**SECTION 1
OPEN ACCESS FIRM TRANSPORTATION SERVICE**

PART V – FORMS OF SERVICE AGREEMENT

**SECTION 3
OPEN ACCESS FIRM STORAGE SERVICE**

**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,

WITNESSETH:

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

**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.]

WITNESSETH

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.

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.

[WHEN APPLICABLE: The credit support provisions set forth in that certain *[insert description of precedent agreement(s)]* dated _____ (including any amendments thereto) related to this agreement are hereby incorporated herein by reference and made a part of this 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 Statement of Rates and Fuel in Part II, Section 12.1 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.

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 _____

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.

Exhibit B

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

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.]

received in Seller's pipeline system shall be at the prevailing pressure not to exceed the maximum allowable operating pressure.

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 [or, when applicable, "and year to year 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 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.

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 _____

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.]

Reserved For Future Use

**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.

WITNESSETH

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.

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 [or, when applicable, "and year to year 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.

[WHEN APPLICABLE: The credit support provisions set forth in that certain [insert description of precedent agreement(s)] dated _____ (including any amendments thereto) related to this agreement are hereby incorporated herein by reference and made a part of this 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:

(b) If to Buyer:

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

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 _____

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 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

WITNESSETH:

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;

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.

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 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.

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 _____