



National Grid USA Service Company Inc.
Maria Stateman

September 22, 2016

Kathleen H. Burgess
Secretary
Public Service Commission
Three Empire State Plaza
Albany, NY 12223-1350

Dear Secretary Brillling:

Enclosed for filing with the Commission is a copy of the following contract entered into by The Brooklyn Union Gas Company d/b/a National Grid NY:

1. Contract No. 1069 between The Brooklyn Union Gas Company d/b/a National Grid NY and Transcontinental Gas Pipe Line Company, LLC.

I can be reached at (516) 545-6068 if you have any questions.

Respectfully submitted,

A handwritten signature in blue ink that reads "Maria Stateman".

Maria Stateman
Contract Administration

I, Maria Stateman, Contract Administrator, National Grid USA Service Company Inc., at 100 East Old Country Road, Hicksville, New York, DO HEREBY CERTIFY that the following is a true and correct copy of Contract No. 1069 between The Brooklyn Union Gas Company d/b/a National Grid NY and Transcontinental Gas Pipe Line Company, LLC.



Maria Stateman
Contract Administrator

CONTRACT NO. 1069
BETWEEN

THE BROOKLYN UNION GAS COMPANY
d/b/a NATIONAL GRID

AND

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

Term: 15 years and thereafter

Date Effective: Date Seller's Project facilities are ready for service

Type: Firm Transportation

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

THIS AGREEMENT entered into this 2nd day of August, 2016, by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as "Seller," first party, and THE BROOKLYN UNION GAS COMPANY D/B/A NATIONAL GRID NY, hereinafter referred to as "Buyer," second party.

WITNESSETH

WHEREAS, Buyer has requested firm transportation service under Seller's New York Bay Expansion Project (the "Project") and has executed a Precedent Agreement for Firm Transportation Service Under the New York Bay Expansion Project (the "Precedent Agreement"), dated as of March 3, 2015, in connection therewith;

WHEREAS, by order issued July 7, 2016, in Docket No. CP15-527-000, the Federal Energy Regulatory Commission ("FERC") has authorized the Project;

WHEREAS, the Project will add 115,000 dt per day of incremental firm transportation capacity to Seller's system by a proposed in-service date of November 1, 2017; and

WHEREAS, Seller is willing to provide the requested firm transportation for Buyer under the Project pursuant to the terms of this service agreement and the Precedent Agreement.

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 115,000 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 the date that all of Seller's Project 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 for a primary term of fifteen (15) years and thereafter until terminated by Seller or Buyer upon at least one (1) year's prior 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.

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.

The credit support provisions set forth in that certain Precedent Agreement for Firm Transportation Service under the New York Bay Expansion Project dated March 3, 2015 (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): None.

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 New York, 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: Director, Customer Services

(b) If to Buyer:
The Brooklyn Union Gas Company
d/b/a National Grid NY

100 Old Country Road
Hicksville, New York 11801-4257
Attention: John Allocca, Director

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)

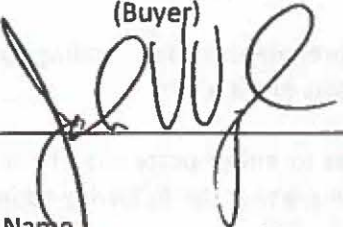
By 

Print Name Camilo Amezquita

Title Director, Customer Services

*gpc
ckm
JK*

THE BROOKLYN UNION GAS COMPANY
D/B/A NATIONAL GRID NY
(Buyer)

By 

Print Name John V. Vaughn

Title Authorized Signatory

*clc
JV*

Exhibit A

<u>Point(s) of Receipt</u>	<u>Maximum Daily Capacity Entitlement at each Receipt Point (DT/day)*</u>
The discharge side of Seller's Station No. 195 (assuming Southwest to Northeast flow) in York County, Pennsylvania.	115,000

- * 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>	<u>Maximum Daily Capacity Entitlement at each Delivery Point (Dt/Day)</u>	<u>Pressure</u>
1. The offshore point of interconnection between Seller's existing Lower New York Bay Lateral and Seller's proposed Rockaway Delivery Lateral at or near milepost 34.31 on the Lower New York Bay Lateral in New York State waters, referred to as the "Rockaway Transfer Point".	65,000	Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.
2. Seller's existing interconnection with Buyer at the "Narrows" meter station in Richmond County, New York.	50,000	Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.

Exhibit C

Specification of Negotiated Rate and Term

None.

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:

<u>Section of Seller's Mainline System Upstream of Station 65 (Compressor Station to Compressor Station)</u>	<u>Cumulative 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.