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RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

- 1.1 This rate schedule is available to any Shipper that has an effective Service Agreement with Pipeline under this Tariff providing for the firm transportation of natural gas by Pipeline.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to firm transportation service rendered by Pipeline for Shipper under Part 284 of the Commission's regulations and under a Service Agreement for Rate Schedule FT. Service hereunder shall consist of the receipt, transportation, and delivery of gas as set forth below.
- 2.2 Service hereunder is available on any Gas Day and will be firm, except as provided herein, in the effective Service Agreement, or in Pipeline's GT&Cs.
- 2.3 Pipeline will receive for Shipper's account on each Gas Day quantities of gas up to Shipper's MDTQ, plus an amount reflecting FRQ as determined in GT&Cs Section 25, at the Receipt Point(s) on Pipeline's system available to Shipper under the effective Service Agreement(s) and the GT&Cs. Such MDTQ shall be specified in the effective Service Agreement(s). Pipeline will transport and deliver for Shipper's account such quantities tendered to Pipeline, on a daily basis up to Shipper's MDTQ, at the Delivery Point(s) on Pipeline's system available to Shipper under the effective Service Agreement(s) and the GT&Cs. Quantities of gas allocated to Shipper's account on any Gas Day exceeding Shipper's total MDTQ under Rate Schedule FT shall be deemed an overrun.
- 2.4 Pipeline shall not be obligated to construct, modify, or add any facilities in any manner to provide transportation services to Shipper under this rate schedule; provided, however, Pipeline may, at its option, add facilities or expand capacity to provide such service, under GT&Cs Sections 2 and 5; provided, further, Pipeline is obligated to maintain its facilities in a manner that will allow it to provide firm service under its contract obligations.
- 2.5 Transportation of the gas received by Pipeline at the Primary Receipt Point(s) specified in Exhibit A of Shipper's Rate Schedule FT Service Agreement, and the delivery of such gas to the Primary Delivery Point(s) specified in Exhibit B of such Service Agreement, shall be on a firm basis and shall not be subject to limitation or interruption, except as provided in GT&Cs Sections 11, 12, 14, 15, 16, 18, and 23. Firm transportation services under this rate schedule shall have priority over Pipeline's interruptible services and equal to BH transportation services.
- 2.6 Subject to this Section 2.6, a new or existing Shipper may select the following 10-year minimum term option:
- (a) A new Shipper must agree, subject to the terms of GT&Cs Section 2, to enter into a firm Service Agreement for a minimum term of 10 years at a rate mutually agreed to by Shipper and Pipeline, or an existing Shipper must agree to extend its existing firm Service Agreement for a minimum term of 10 years at a service level equal to the level of Shipper's existing MDTQ and at a rate mutually agreed to by Shipper and Pipeline.
- (b) In exchange for such agreement, Pipeline will agree that: (i) Shipper will have the option during the term of its Service Agreement to increase its MDTQ in accordance with the provisions of this Tariff by up to the lesser of 50,000 Dts or 100 percent of Shipper's existing MDTQ; and (ii) if necessary to serve such increased MDTQ, Pipeline will exercise commercially reasonable efforts to construct new facilities and secure approvals

for such construction. To exercise this option, Shipper shall give to Pipeline six (6) months written notice if the increased MDTQ does not require installation of new facilities and, if new facilities are required, twelve (12) months written notice, or such longer time as shall reasonably be necessary to install the new facilities.

- (c) Pipeline shall not be obligated to construct facilities under (b) above unless: (i) the incremental revenue provided by Shipper's increase in MDTQ during the first year of service is equal to or exceeds Pipeline's incremental first-year costs, including return of and on equity, of providing the increased MDTQ; and (ii) the primary term for the increased MDTQ is at least 15 years and the remaining term of any other firm transportation service agreed to under (a) above is at least five (5) years or is extended to at least five (5) years. Shipper may provide a contribution in aid of construction to reduce the cost of facilities to a sufficient level so that requirement (i) is satisfied.
- (d) If facilities would need to be constructed under (b) and (c) above, Pipeline will hold an open season under GT&Cs Section 5 and will consider additional requests for service under GT&Cs Section 2.

2.7 Shipper's MDTQ shall be a uniform quantity throughout the contract term, except that Pipeline may, on a not unduly discriminatory basis, agree to sell the capacity made available each month of May through October by Summer Mitigation pursuant to GT&Cs section 24, including on a multi-year basis. Shipper's MDTQ and any differing levels in MDTQ resulting from the sale of capacity made available by Summer Mitigation, as well as the period of such differing MDTQ levels, shall be specified in Shipper's Rate Schedule FT Service Agreement. To the extent Pipeline and Shipper mutually agree to service at the applicable maximum rates with differing levels in MDTQ as described above, for a contract term extending more than one (1) year from the effective date of the Service Agreement, then such Shipper upon expiration of the Service Agreement may exercise its right of first refusal, to the extent that the Pipeline's Tariff continues to provide for Summer Mitigation and sufficient capacity continues to be available there under, by complying with the provisions of GT&Cs Section 4, provided however, partial reductions proposed by the Shipper must be a uniform percentage reduction throughout each month of the contract year or as mutually agreed by Pipeline and Shipper on a non-discriminatory basis.

3. RATES AND CHARGES

- 3.1 The Summary of Rates and Charges of this Tariff sets forth the Recourse Rates applicable to service provided under this rate schedule, and the range represented by the maximum and minimum rates stated for each such service. Shipper shall pay the Recourse Rates for service under this rate schedule unless Pipeline, in its reasonable judgment, offers to discount its rates to Shipper under GT&Cs Section 30, or unless the parties have agreed to a Negotiated Rate under GT&Cs Section 29. Any discount or Negotiated Rate agreed to by Pipeline, and the effective period thereof, shall be stated on an executed Exhibit C to the Service Agreement. The rates for service under this rate schedule shall not be discounted below the applicable minimum rates stated in the Summary of Rates and Charges.
- 3.2 The rates in this rate schedule are subject to adjustment under GT&Cs Sections 25-27.
- 3.3 Pipeline shall charge Shipper and Shipper shall pay Pipeline each Month the sum of the following amounts:
 - (a) Reservation Charges. For the applicable Receipt and Delivery zone combination, the applicable Reservation Rate, as determined under Section 3.1 herein, multiplied by Shipper's MDTQ.

- (b) Usage Charges. For the applicable Receipt and Delivery zone combination, the applicable Usage Rate, as determined under Section 3.1 herein, multiplied by the sum of the quantities allocated in a zone under this rate schedule each Gas Day during the applicable Month.
 - (c) Overrun Charges. For the applicable Receipt and Delivery zone combination, the difference between the maximum applicable Usage Rate for Rate Schedule IT and the maximum applicable Usage Rate for Rate Schedule FT stated in the Summary of Rates and Charges of this Tariff multiplied by the sum of the overrun quantities allocated in a zone under this rate schedule each Gas Day during the applicable Month.
 - (d) Zone 2 to Zone 1 Delivery Charge. The difference between the maximum Zone 1 and Zone 2 Volumetric Capacity Release Rates stated in the Summary of Rates and Charges of this Tariff multiplied by the sum of the quantities delivered in Zone 1 using Shipper's Zone 2 MDTQ but within Shipper's total MDTQ.
 - (e) Surcharges. Any surcharges applicable to service hereunder as set forth in GT&Cs Sections 19.6 and 26, multiplied by the sum of the delivered quantities each Gas Day during the applicable Month, allocated under this rate schedule.
 - (f) Penalties. Any penalties applicable to service hereunder as set forth in GT&Cs Section 27.
- 3.4 Shipper shall pay Pipeline any incremental facilities charge or reimbursement, as applicable, for facilities under GT&Cs Section 2.
- 3.5 Service under this rate schedule shall be subject to the applicable Fuel Retainage Percentage under GT&Cs Section 25 as specified in the Summary of Rates and Charges of this Tariff.
- 3.6 If service is provided for only a portion of a Month, any applicable Reservation Charges shall be prorated for the number of Gas Days that service is provided.

4. RECEIPT AND DELIVERY POINTS

- 4.1 The Primary Receipt Point(s) at which Pipeline shall receive gas for transportation hereunder shall be specified in an Exhibit A to the Service Agreement, which may be superseded by a new Exhibit A in order to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Receipt Point(s) or quantity at any Primary Receipt Point(s), or change in quantities among Primary Receipt Point(s), if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations, maintain system integrity, or receive FRQ at maximum deliverability levels, if the resulting aggregate firm MDRQs at all of Shipper's Primary Receipt Point(s) would exceed Shipper's MDTQ, or if the capacity requested by Shipper is not available at the Primary Receipt Point(s).

Notwithstanding the foregoing, all Receipt Points shall be available for use by Shipper as Secondary Receipt Points subject to reduction of quantities nominated by Shipper based on scheduling and curtailment and related provisions in GT&Cs Sections 12 and 16, respectively.

- 4.2 The Primary Delivery Point(s) at which Pipeline shall deliver gas for Shipper's account under this rate schedule shall be specified in an Exhibit B to the Service Agreement, which may be superseded by a new Exhibit B in order to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Delivery Point(s) or quantity at any Primary Delivery Point(s), or change in quantities among Primary Delivery Point(s), if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations, maintain system integrity, or receive FRQ at maximum deliverability

levels, if the resulting aggregate MDDQs at all of Shipper's Primary Delivery Point(s) would exceed Shipper's MDTQ, or if the capacity requested by Shipper is not available at the Primary Delivery Point(s).

Notwithstanding the foregoing, all Delivery Points shall be available for use by Shipper as Secondary Delivery Points subject to reduction of quantities nominated by Shipper based on scheduling and curtailment and related provisions in GT&Cs Sections 12 and 16, respectively.

- 4.3 If Shipper desires transportation of gas on any Gas Day under this rate schedule, Shipper must nominate service under GT&Cs Section 11, and Pipeline must schedule service under GT&Cs Section 12.
- 4.4 Because of dispatching and other variations, certain minor imbalances may occur between the daily quantities of gas received by Pipeline for transportation under this rate schedule and the daily quantities of gas delivered by Pipeline. Shipper shall use every reasonable effort and available means to ensure that receipts and deliveries constantly remain in balance on both a daily and monthly basis.
- 4.5 To the extent operationally feasible, Shipper may segment its Primary Path consistent with GT&Cs Section 18.

5. IMBALANCES

- 5.1 Resolution of imbalances between receipts and deliveries associated with transportation under this rate schedule and Service Agreements under this rate schedule is governed by GT&Cs Section 19.

6. SYSTEM INTEGRITY

- 6.1 Pipeline reserves the right to take action as may be required in an event or condition to preserve the integrity of Pipeline's system, including maintenance of service to other Shippers. Pipeline will endeavor to identify those Shippers making a significant contribution to such event or condition, and to contact such Shippers in an effort to reduce the system imbalance and avoid the necessity of imposing OFOs or penalties. Such prior notification may not be possible under all circumstances.

7. FACILITIES

- 7.1 In order for Pipeline to transport gas under this rate schedule, it may become necessary for Pipeline to install facilities or to modify existing facilities. Should Shipper request the installation or modification of facilities and Pipeline and Shipper agree to address the cost thereof through one or a combination of the alternatives set out in GT&Cs Section 2.2(b), and should Pipeline agree to install facilities or to modify its existing facilities pursuant to Shipper's request, Pipeline will construct and install, or cause to be constructed and installed, such facilities, or will modify, or cause to be modified, its existing facilities, and will own and operate such facilities and all related appurtenant facilities.
- 7.2 In the event Pipeline and Shipper do not agree to address the costs of installing or modifying facilities through one or a combination of the alternatives set out in GT&Cs Section 2.2(b), Pipeline may agree to construct or modify such facilities so long as such facilities are constructed or modified on a non-discriminatory basis for similarly situated Shippers. Whether facilities will provide a benefit to all Shippers using Pipeline's system, making it appropriate to include the cost of such facilities in Pipeline's general system rates, will be determined in a rate proceeding. Title to and ownership of all facilities shall remain in Pipeline, and Pipeline shall operate such facilities as part of its system.

8. GOVERNMENTAL AUTHORIZATIONS

8.1 Transportation service under this rate schedule and effective Service Agreements shall be implemented under any applicable self-implementing authorizations or program for which Pipeline has filed or in which Pipeline has agreed to participate.

9. GENERAL TERMS AND CONDITIONS

9.1 All GT&Cs are applicable to this rate schedule and service hereunder and are made a part hereof. In the event of a conflict between the GT&Cs and this rate schedule or a Service Agreement under this rate schedule, the GT&Cs shall govern. In the event that a rate or a special term or condition set forth in the Service Agreement conflicts with this rate schedule, the Service Agreement shall govern.

RATE SCHEDULE BH
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

- 1.1 This rate schedule is available to any Shipper that has an effective Service Agreement with Pipeline under this Tariff providing for the firm Displacement only Backhaul transportation of natural gas by Pipeline.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to firm Backhaul transportation service rendered by Pipeline for Shipper under Part 284 of the Commission's regulations and under a Service Agreement for Rate Schedule BH. Service hereunder shall consist of the receipt, transportation, and delivery of gas as set forth below.
- 2.2 Service provided under this Rate Schedule is limited to firm Displacement only Backhaul transportation. Backhaul is the transportation of Gas by Displacement which is requested for receipt and delivery in a direction opposite of the physical flow direction of Pipeline's pipeline segments or points necessary to effectuate the transportation of Gas requested.
- 2.3 Acceptance of nominations and scheduling of Gas shall be conditioned upon and subject to the operational capability to satisfy such nomination and to sufficient forward haul transportation quantities at points, locations, and segments necessary to permit Pipeline to effectuate the transportation of Gas under this Rate Schedule. Receipt and Delivery Point availability may be subject to Displacement. Service hereunder shall consist of the acceptance by Pipeline of Gas tendered by Shipper for transportation at the Primary Receipt Point(s) specified in or applicable to the BH Agreement, the transportation of that Gas through Pipeline's pipeline System, and the delivery of that Gas by Pipeline to Shipper or for Shipper's account at the Primary Delivery Point(s) specified in or applicable to the BH Agreement. Pipeline shall not be required to accept any Gas tendered in excess of the Maximum Daily Transportation Quantity (MDTQ), plus Fuel. The service hereunder shall be provided on a uniform hourly basis as specified in Section 14 of the General Terms and Conditions of this Tariff.
- 2.4 Pipeline shall not be obligated to construct, modify, or add any facilities in any manner to provide transportation services to Shipper under this rate schedule; provided, however, Pipeline may, at its option, add facilities or expand capacity to provide such service, under GT&Cs Sections 2 and 5; provided, further, Pipeline is obligated to maintain its facilities in a manner that will allow it to provide firm service under its contract obligations.
- 2.5 Transportation of the gas received by Pipeline at the Primary Receipt Point(s) specified in Exhibit A of Shipper's Rate Schedule BH Service Agreement, and the delivery of such gas to the Primary Delivery Point(s) specified in Exhibit B of such Service Agreement, shall be on a firm basis and shall not be subject to limitation or interruption, except as provided in this Rate Schedule BH and GT&Cs Sections 11, 12, 14, 15, 16, 18, and 23. Transportation services under this rate schedule shall have priority over Pipeline's interruptible services.
- 2.6 Shipper's MDTQ shall be a uniform quantity throughout the contract term, except that Pipeline may, on a not unduly discriminatory basis, agree to sell the capacity made available each month of May through October by Summer Mitigation pursuant to GT&Cs section 24, including on a multi-year basis. Shipper's MDTQ and any differing levels in MDTQ resulting from the sale of capacity made available by Summer Mitigation, as well as the period of such differing MDTQ levels, shall be specified in Shipper's Rate Schedule BH Service Agreement. To the extent Pipeline and Shipper mutually agree to service at the applicable maximum rates with differing levels in MDTQ as described above, for a contract term extending more than one (1) year from

the effective date of the Service Agreement, then such Shipper upon expiration of the Service Agreement may exercise its right of first refusal, to the extent that the Pipeline's Tariff continues to provide for Summer Mitigation and sufficient capacity continues to be available there under, by complying with the provisions of GT&Cs Section 4, provided however, partial reductions proposed by the Shipper must be a uniform percentage reduction throughout each month of the contract year or as mutually agreed by Pipeline and Shipper on a non-discriminatory basis.

3. RATES AND CHARGES

- 3.1 The Summary of Rates and Charges of this Tariff sets forth the Recourse Rates applicable to service provided under this rate schedule, and the range represented by the maximum and minimum rates stated for each such service. Shipper shall pay the Recourse Rates for service under this rate schedule unless Pipeline, in its reasonable judgment, offers to discount its rates to Shipper under GT&Cs Section 30, or unless the parties have agreed to a Negotiated Rate under GT&Cs Section 29. Any discount or Negotiated Rate agreed to by Pipeline, and the effective period thereof, shall be stated on an executed Exhibit C to the Service Agreement. The rates for service under this rate schedule shall not be discounted below the applicable minimum rates stated in the Summary of Rates and Charges.
- 3.2 The rates in this rate schedule are subject to adjustment under GT&Cs Sections 25-27.
- 3.3 Pipeline shall charge Shipper and Shipper shall pay Pipeline each Month the sum of the following amounts:
- (a) Reservation Charges. For the applicable Receipt and Delivery zone combination, the applicable Reservation Rate, as determined under Section 3.1 herein, multiplied by Shipper's MDTQ.
 - (b) Usage Charges. For the applicable Receipt and Delivery zone combination, the applicable Usage Rate, as determined under Section 3.1 herein, multiplied by the sum of the quantities allocated in a zone under this rate schedule each Gas Day during the applicable Month.
 - (c) Overrun Charges. For the applicable Receipt and Delivery zone combination, the difference between the maximum applicable Usage Rate for Rate Schedule IT and the maximum applicable Usage Rate for Rate Schedule FT stated in the Summary of Rates and Charges of this Tariff multiplied by the sum of the overrun quantities allocated in a zone under this rate schedule each Gas Day during the applicable Month.
 - (d) Zone 2 to Zone 1 Delivery Charge. The difference between the maximum Zone 1 and Zone 2 Volumetric Capacity Release Rates stated in the Summary of Rates and Charges of this Tariff multiplied by the sum of the quantities delivered in Zone 1 using Shipper's Zone 2 MDTQ but within Shipper's total MDTQ.
 - (e) Surcharges. Any surcharges applicable to service hereunder as set forth in GT&Cs Sections 19.6 and 26, multiplied by the sum of the delivered quantities each Gas Day during the applicable Month, allocated under this rate schedule.
 - (f) Penalties. Any penalties applicable to service hereunder as set forth in GT&Cs Section 27.
- 3.4 Shipper shall pay Pipeline any incremental facilities charge or reimbursement, as applicable, for facilities under GT&Cs Section 2.

- 3.5 Service under this rate schedule shall be subject to the applicable Fuel Retainage Percentage under GT&Cs Section 25 as specified in the Summary of Rates and Charges of this Tariff.
- 3.6 If service is provided for only a portion of a Month, any applicable Reservation Charges shall be prorated for the number of Gas Days that service is provided.

4. RECEIPT AND DELIVERY POINTS

- 4.1 The Primary Receipt Point(s) at which Pipeline shall receive gas for transportation hereunder shall be specified in an Exhibit A to the Service Agreement, which may be superseded by a new Exhibit A in order to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Receipt Point(s) or quantity at any Primary Receipt Point(s), or change in quantities among Primary Receipt Point(s), if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations, maintain system integrity, or receive FRQ at maximum deliverability levels, if the resulting aggregate firm MDRQs at all of Shipper's Primary Receipt Point(s) would exceed Shipper's MDTQ, or if the capacity requested by Shipper is not available at the Primary Receipt Point(s).

Notwithstanding the foregoing, all Receipt Points shall be available for use by Shipper as Secondary Receipt Points subject to reduction of quantities nominated by Shipper based on scheduling and curtailment and related provisions in GT&Cs Sections 12 and 16, respectively.

- 4.2 The Primary Delivery Point(s) at which Pipeline shall deliver gas for Shipper's account under this rate schedule shall be specified in an Exhibit B to the Service Agreement, which may be superseded by a new Exhibit B in order to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Delivery Point(s) or quantity at any Primary Delivery Point(s), or change in quantities among Primary Delivery Point(s), if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations, maintain system integrity, or receive FRQ at maximum deliverability levels, if the resulting aggregate MDDQs at all of Shipper's Primary Delivery Point(s) would exceed Shipper's MDTQ, or if the capacity requested by Shipper is not available at the Primary Delivery Point(s).

Notwithstanding the foregoing, all Delivery Points shall be available for use by Shipper as Secondary Delivery Points subject to reduction of quantities nominated by Shipper based on scheduling and curtailment and related provisions in GT&Cs Sections 12 and 16, respectively.

- 4.3 If Shipper desires transportation of gas on any Gas Day under this rate schedule, Shipper must nominate service under GT&Cs Section 11, and Pipeline must schedule service under GT&Cs Section 12.
- 4.4 Because of dispatching and other variations, certain minor imbalances may occur between the daily quantities of gas received by Pipeline for transportation under this rate schedule and the daily quantities of gas delivered by Pipeline. Shipper shall use every reasonable effort and available means to ensure that receipts and deliveries constantly remain in balance on both a daily and monthly basis.
- 4.5 To the extent operationally feasible, Shipper may segment its Primary Path consistent with GT&Cs Section 18.
- 4.6 Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where Gas is tendered to Pipeline hereunder; and (2) at or downstream of Delivery Point(s) where pipeline delivers Gas to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule BH and must be coordinated with Pipeline.

5. IMBALANCES

- 5.1 Resolution of imbalances between receipts and deliveries associated with transportation under this rate schedule and Service Agreements under this rate schedule is governed by GT&Cs Section 19.

6. SYSTEM INTEGRITY

- 6.1 Pipeline reserves the right to take action as may be required in an event or condition to preserve the integrity of Pipeline's system, including maintenance of service to other Shippers. Pipeline will endeavor to identify those Shippers making a significant contribution to such event or condition, and to contact such Shippers in an effort to reduce the system imbalance and avoid the necessity of imposing OFOs or penalties. Such prior notification may not be possible under all circumstances.

7. FACILITIES

- 7.1 In order for Pipeline to transport gas under this rate schedule, it may become necessary for Pipeline to install facilities or to modify existing facilities. Should Shipper request the installation or modification of facilities and Pipeline and Shipper agree to address the cost thereof through one or a combination of the alternatives set out in GT&Cs Section 2.2(b), and should Pipeline agree to install facilities or to modify its existing facilities pursuant to Shipper's request, Pipeline will construct and install, or cause to be constructed and installed, such facilities, or will modify, or cause to be modified, its existing facilities, and will own and operate such facilities and all related appurtenant facilities.

- 7.2 In the event Pipeline and Shipper do not agree to address the costs of installing or modifying facilities through one or a combination of the alternatives set out in GT&Cs Section 2.2(b), Pipeline may agree to construct or modify such facilities so long as such facilities are constructed or modified on a non-discriminatory basis for similarly situated Shippers. Whether facilities will provide a benefit to all Shippers using Pipeline's system, making it appropriate to include the cost of such facilities in Pipeline's general system rates, will be determined in a rate proceeding. Title to and ownership of all facilities shall remain in Pipeline, and Pipeline shall operate such facilities as part of its system.

8. GOVERNMENTAL AUTHORIZATIONS

- 8.1 Transportation service under this rate schedule and effective Service Agreements shall be implemented under any applicable self-implementing authorizations or program for which Pipeline has filed or in which Pipeline has agreed to participate.

9. GENERAL TERMS AND CONDITIONS

- 9.1 All GT&Cs are applicable to this rate schedule and service hereunder and are made a part hereof. In the event of a conflict between the GT&Cs and this rate schedule or a Service Agreement under this rate schedule, the GT&Cs shall govern. In the event that a rate or a special term or condition set forth in the Service Agreement conflicts with this rate schedule, the Service Agreement shall govern.

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

- 1.1 This rate schedule is available to any Shipper that has an effective Service Agreement with Pipeline under this Tariff providing for the interruptible transportation of natural gas by Pipeline.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to interruptible transportation service rendered by Pipeline for Shipper under Part 284 of the Commission's regulations and under a Service Agreement for Rate Schedule IT. Service hereunder shall consist of the receipt, transportation, and delivery of gas as set forth below.
- 2.2 Service hereunder may be available on any Gas Day and will be interruptible as provided herein, in the effective Service Agreement, or in Pipeline's GT&Cs. Interruptible transportation services under this rate schedule shall have a priority subordinate to Pipeline's firm transportation services.
- 2.3 Pipeline may receive for Shipper's account on each Gas Day quantities of gas, plus an amount reflecting FRQ as determined in GT&Cs Section 25.
- 2.4 Pipeline shall not be obligated to construct, modify, or add any facilities in any manner to provide transportation services to Shipper under this rate schedule. Pipeline is free to contract at any time with other parties for new transportation services, whether firm or interruptible, without liability to Shipper for any resulting interruption or reduction of interruptible transportation services.

3. RATES AND CHARGES

- 3.1 The Summary of Rates and Charges of this Tariff sets forth the Recourse Rates applicable to service provided under this rate schedule, and the range represented by the maximum and minimum rates stated for each such service. Shipper shall pay the Recourse Rates for service under this rate schedule unless Pipeline, in its reasonable judgment, offers to discount its rates to Shipper under GT&Cs Section 30, or unless the parties have agreed to a Negotiated Rate under GT&Cs Section 29. Any discount or Negotiated Rate agreed to by Pipeline, and the effective period thereof, shall be stated on an executed Exhibit A to the Service Agreement. The rates for service under this rate schedule shall not be discounted below the applicable minimum rates stated in the Summary of Rates and Charges.
- 3.2 The rates in this rate schedule are subject to adjustment under GT&Cs Sections 25-27.
- 3.3 Pipeline shall charge Shipper and Shipper shall pay Pipeline each Month, the sum of the following amounts:
- (a) Usage Charges. For each zone, the applicable Usage Rate, as determined under Section 3.1 herein, multiplied by the sum of the quantities allocated in a zone under this rate schedule each Gas Day during the applicable Month.
 - (b) Surcharges. Any surcharges applicable to service hereunder as set forth in GT&Cs Sections 19.6 and 26, multiplied by the sum of the delivered quantities each Gas Day during the applicable Month, allocated under this rate schedule.

(c) Penalties. Any penalties applicable to service hereunder as set forth in GT&Cs Section 27.

3.4 Shipper shall pay Pipeline any incremental facilities charge or reimbursement, as applicable, for facilities under GT&Cs Section 2.

3.5 Service under this rate schedule shall be subject to the applicable Fuel Retainage Percentage under GT&Cs Section 25 as specified in the Summary of Rates and Charges of this Tariff.

4. RECEIPT AND DELIVERY POINTS

4.1 All points at which Pipeline receives gas shall be available as Receipt Points under this rate schedule. All points at which Pipeline delivers gas shall be available as Delivery Points under this rate schedule. Notwithstanding the foregoing, all Receipt and Delivery Points shall be available for use by Shipper subject to reduction of quantities nominated by Shipper based on scheduling and curtailment and related provisions in GT&Cs Sections 12 and 16, respectively.

4.2 If Shipper desires transportation of gas on any Gas Day under this rate schedule, Shipper must nominate service under GT&Cs Section 11, and Pipeline must schedule service under GT&Cs Section 12.

4.3 Because of dispatching and other variations, certain minor imbalances may occur between the daily quantities of gas received by Pipeline for transportation under this rate schedule and the daily quantities of gas delivered by Pipeline. Shipper shall use every reasonable effort and available means to ensure that receipts and deliveries constantly remain in balance on both a daily and monthly basis.

5. IMBALANCES

5.1 Resolution of imbalances between receipts and deliveries associated with transportation under this rate schedule and Service Agreements under this rate schedule is governed by GT&Cs Section 19.

6. SYSTEM INTEGRITY

6.1 Pipeline reserves the right to take action as may be required in an event or condition to preserve the integrity of Pipeline's system, including maintenance of service to other Shippers. Pipeline will endeavor to identify those Shippers making a significant contribution to such event or condition, and to contact such Shippers in an effort to reduce the system imbalance and avoid the necessity of imposing OFOs or penalties. Such prior notification may not be possible under all circumstances.

7. FACILITIES

7.1 In order for Pipeline to transport gas under this rate schedule, it may become necessary for Pipeline to install facilities or to modify existing facilities. Should Shipper request the installation or modification of facilities and Pipeline and Shipper agree to address the cost thereof through one or a combination of the alternatives set out in GT&Cs Section 2.2(b), and should Pipeline agree to install facilities or to modify its existing facilities pursuant to Shipper's request, Pipeline will construct and install, or cause to be constructed and installed, such facilities, or will modify, or cause to be modified, its existing facilities, and will own and operate such facilities and all related appurtenant facilities.

7.2 In the event Pipeline and Shipper do not agree to address the costs of installing or modifying facilities through one or a combination of the alternatives set out in GT&Cs Section 2.2(b),

Pipeline may agree to construct or modify such facilities so long as such facilities are constructed or modified on a non-discriminatory basis for similarly situated Shippers. Whether facilities will provide a benefit to all Shippers using Pipeline's system, making it appropriate to include the cost of such facilities in Pipeline's general system rates, will be determined in a rate proceeding. Title to and ownership of all facilities shall remain in Pipeline, and Pipeline shall operate such facilities as part of its system.

8. GOVERNMENTAL AUTHORIZATIONS

8.1 Transportation service under this rate schedule and effective Service Agreements shall be implemented under any applicable self-implementing authorizations or program for which Pipeline has filed or in which Pipeline has agreed to participate.

9. GENERAL TERMS AND CONDITIONS

9.1 All GT&Cs are applicable to this rate schedule and service hereunder and are made a part hereof. In the event of a conflict between the GT&Cs and this rate schedule or a Service Agreement under this rate schedule, the GT&Cs shall govern. In the event that a rate or a special term or condition set forth in the Service Agreement conflicts with this rate schedule, the Service Agreement shall govern.

RATE SCHEDULE PAL
PARK AND LOAN SERVICE

1. AVAILABILITY

- 1.1 This rate schedule is available to any Shipper that has an effective Service Agreement with Pipeline under this Tariff providing for the parking and loaning of natural gas on an interruptible basis.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to all park and loan services rendered by Pipeline for Shipper under Part 284 of the Commission's regulations and under a Service Agreement for Rate Schedule PAL. Service hereunder shall consist of the interruptible parking and loaning of gas as set forth below.

- 2.2 Service hereunder may be available on any Gas Day and shall be interruptible as provided herein, in the effective Service Agreement, or in Pipeline's GT&Cs. Park and loan services under this rate schedule shall have a priority subordinate to Pipeline's firm services.

- 2.3 Parking under this rate schedule will be provided as follows:

- (a) Parking is an interruptible service that provides for Pipeline's receipt of gas quantities, up to the maximum quantity specified in the Service Agreement, that have been delivered by Shipper to Pipeline, subject to GT&Cs Section 11; and
- (b) Pipeline shall hold such parked quantities of gas on Pipeline's system for a time period up to the maximum duration as specified in the Service Agreement; and
- (c) Pipeline shall return such parked quantities of gas to Shipper at the same point where Pipeline received the gas, subject to GT&Cs Section 11.

- 2.4 Loaning under this rate schedule will be provided as follows:

- (a) Loaning is an interruptible service that provides for Shipper's receipt of gas quantities from Pipeline, up to the maximum quantity specified in the Service Agreement, subject to GT&Cs Section 11; and
- (b) The quantity of gas loaned under the Service Agreement shall be available only to Shipper for a time period up to the maximum duration as specified in the Service Agreement; and
- (c) Shipper shall cause to be returned such loaned quantities of gas to Pipeline at the same point where Shipper received the gas tendered by Pipeline, subject to GT&Cs Section 11.

- 2.5 The parking and loaning of gas under this rate schedule shall be scheduled when and to the extent Pipeline determines, using its reasonable discretion, that it has the feasible operational flexibility to provide the service without detriment or disadvantage to Pipeline's firm or interruptible transportation services.

- 2.6 Pipeline shall not be obligated to construct, modify, or add any facilities in any manner to provide service to Shipper under this rate schedule.

2.7 To determine the duration of specific park and loan transactions, Shipper's PAL account balance will be attributed to specific transactions on a first-in-first-out basis. The maximum quantity limitation in the Service Agreement shall apply to the net of all of Shipper's outstanding parked and loaned quantities for each Gas Day.

2.8 Quantities of gas parked or loaned are not subject to FRQ.

3. RATES AND CHARGES

3.1 The Summary of Rates and Charges of this Tariff sets forth the Recourse Rates applicable to each service provided under this rate schedule, and the range represented by the maximum and minimum rates stated for each such service. Shipper shall pay the Recourse Rates for service under this rate schedule unless Pipeline, in its reasonable judgment, offers to discount its rates to Shipper under GT&Cs Section 30, or unless the parties have agreed to a Negotiated Rate under GT&Cs Section 29. Any discount or Negotiated Rate agreed to by Pipeline, and the effective period thereof, shall be stated on an executed Exhibit A to the Service Agreement. The rates for service under this rate schedule shall not be discounted below the applicable minimum rates stated in the Summary of Rates and Charges of this Tariff. The First Day Rate will be applied for each separate transaction on the day(s) that the gas quantities initially are parked or loaned hereunder. The Subsequent Day Rate will be applied to Shipper's PAL account daily balance for each separate transaction on all days excluding the first day(s) that gas is parked or loaned hereunder.

3.2 Pipeline shall charge Shipper and Shipper shall pay Pipeline for service under this rate schedule each applicable Month, the sum of the following amounts:

- (a) First Day Charges. The product of the quantities of gas in Shipper's PAL account for each separate transaction and the First Day Rate, as determined under Section 3.1 herein, for the applicable day(s) that service is provided by Pipeline.
- (b) Subsequent Day Charges. The product of the quantities of gas in Shipper's PAL account for each separate transaction and the Subsequent Day Rate, as determined under Section 3.1 herein, for the applicable day(s) that service is provided by Pipeline.
- (c) Penalties. Any penalties applicable to service hereunder as set forth in GT&Cs Section 27.

3.3 Charges shall commence on the first day of the agreed on transaction and continue until the transaction is closed out.

4. NOTIFICATIONS, ALLOCATIONS, LIMITATIONS, AND CASH OUT

4.1 For purposes of restricting park and loan transactions, Pipeline will give priority to Service Agreements with the highest rate paid to Pipeline on a per unit basis, provided that Shippers paying more than a Recourse Rate will be considered to be paying the Recourse Rate. Such unit rate shall be calculated by taking total revenue generated during the term of the Service Agreement and dividing by total transaction quantity to arrive at revenue on a per unit basis. If there is a tie, service will be allocated or limited on a *pro rata* basis among Shippers' transaction quantity with the same per unit rate for park and loan services.

4.2 Shipper may be required, on notice from Pipeline, to suspend or reduce deliveries for parking, or receipts for lending. Further, Shipper may be required, on notice from Pipeline, to remove quantities of gas previously parked with Pipeline, or to return quantities of gas previously loaned to Shipper.

- 4.3 Should Pipeline notify Shipper to remove or return quantities of gas under Section 4.2 above, Pipeline's notice shall specify the effective nomination cycle by which parked quantities shall be removed, or loaned quantities shall be returned, or both. Such notice shall be consistent with Pipeline's operating requirements, but in no event shall the specified effective nomination cycle be less than 48 hours from the time of Pipeline's notice unless Shipper and Pipeline mutually agree to a different notice period.
- 4.4 To the extent Shipper fails to comply with such notice, Pipeline shall cash out parked gas at the lowest of the Daily Gas Index Prices for the duration of the transaction, and Pipeline shall cash out loaned gas at the highest of the Daily Gas Index Prices for the duration of the transaction. Such cash out payments shall be debited or credited to the Transportation Deferred Account as stated in GT&Cs Section 19.6.

5. TERMINATION OF CONTRACT

- 5.1 Shipper must close out all park and loan transactions on or before the date of expiration of its Service Agreement. To the extent Shipper fails to close out its transactions by the date of expiration of Shipper's Service Agreement, Pipeline shall treat Shipper's remaining parked or loaned quantities as an imbalance under GT&Cs Section 19 for the Month during which the Service Agreement expired.

6. SYSTEM INTEGRITY

- 6.1 Pipeline reserves the right to take action as may be required in an event or condition to preserve the integrity of Pipeline's system, including maintenance of service to other Shippers. Pipeline will endeavor to identify those Shippers making a significant contribution to such event or condition, and to contact such Shippers in an effort to reduce the system imbalance and avoid the necessity of imposing OFOs or penalties. Such prior notification may not be possible under all circumstances.

7. GOVERNMENTAL AUTHORIZATIONS

- 7.1 Service under this rate schedule and effective Service Agreements shall be implemented under any applicable self-implementing authorizations or program for which Pipeline has filed or in which Pipeline has agreed to participate.

8. GENERAL TERMS AND CONDITIONS

- 8.1 All GT&Cs are applicable to this rate schedule and service hereunder and are made a part hereof. In the event of a conflict between the GT&Cs and this rate schedule or a Service Agreement under this rate schedule, the GT&Cs shall govern. In the event that a rate or a special term or condition set forth in the Service Agreement conflicts with or this rate schedule, the Service Agreement shall govern.

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