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Rate Schedules

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined herein.

2. AVAILABILITY

2.1 This Rate Schedule is available to any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for firm transportation service under this Rate Schedule, and thus is a Shipper.

2.2 Transporter shall accept transportation requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 Service under this Rate Schedule shall be available on a daily basis for the receipt at Point(s) of Receipt of Natural Gas up to the MDQ set forth on Exhibit "A" to Shipper's FT-1 Service Agreement, the transportation of such quantities of Natural Gas, and the delivery at Point(s) of Delivery of Natural Gas up to such MDQ notwithstanding, all such quantities shall be received by Transporter at the Point(s) of Receipt, and Thermally Equivalent Quantities less Transporter Use Gas quantities shall be delivered to Shipper or for Shipper's account at the Point(s) of Delivery. Service under this Rate Schedule shall be firm up to Shipper's MDQ except as provided in this Rate Schedule, the GT&C, and the executed Service Agreement. Conditions that may cause the transportation quantity to be less than Shipper's MDQ include curtailment or interruption under GT&C Section 12.3, an emergency situation under GT&C 12.4, an OFO situation pursuant to GT&C Section 18 or Force Majeure pursuant to GT&C Section 24. Service under this Rate Schedule shall not commence until Transporter and Shipper have executed a Rate Schedule FT-1 Service Agreement.

3.2 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or to expand the capacity of its Pipeline Facilities in order to provide transportation service under this Rate Schedule.

3.3 Nominations and scheduling of service under this Rate Schedule shall be in accordance with the procedures set forth in Sections 11 and 12 of the GT&C.

3.4 Allocations of capacity shall be determined in accordance with Section 13 of the GT&C.

4. POINTS OF RECEIPT AND DELIVERY, AND RATES OF FLOW

4.1 The Primary Point(s) of Receipt into Transporter's Pipeline Facilities shall be specified on Exhibit "A" to Shipper's FT-1 Service Agreement, and may include any point(s) from Joliet, Illinois to Ixonia, Wisconsin. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's FT-1 Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Primary Point(s) of Receipt or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Receipt or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing firm obligations under

this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total quantities at the Primary Point(s) of Receipt shall not exceed Shipper's MDQ, adjusted for Transporter's Use Gas, as set forth on Exhibit "A" to Shipper's FT-1 Service Agreement. All Points of Receipt not specified on Exhibit "A" shall be available to Shipper on a secondary basis in accordance with the GT&C.

- 4.2 The Designated Limited Notice Point(s) of Receipt into Transporter's Pipeline Facilities, which shall be one or more of Shipper's Primary Point(s) of Receipt specified on Exhibit "A", shall also be specified on Exhibit "A" to Shipper's FT-1 Service Agreement, and may include any point(s) from Joliet, Illinois to Ixonia, Wisconsin. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's FT-1 Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Designated Limited Notice Point(s) of Receipt or to make other changes thereto. Transporter shall not be obligated to accept any additional Designated Limited Notice Point(s) of Receipt or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing firm obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total capacity designated at the Designated Limited Notice Point(s) of Receipt shall not exceed ten percent (10%) of Shipper's MDQ as set forth on Exhibit "A" to Shipper's FT-1 Service Agreement.
- 4.3 The Primary Point(s) of Delivery out of Transporter's Pipeline Facilities shall be specified on Exhibit "A" to Shipper's FT-1 Service Agreement, and may include any point(s) from Joliet, Illinois to Ixonia, Wisconsin. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's FT-1 Service Agreement may be superseded by a new Exhibit "A" to add or delete specific Primary Point(s) of Delivery or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Delivery or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing firm obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total quantities at the Primary Point(s) of Delivery shall not exceed Shipper's MDQ as set forth on Exhibit "A" to Shipper's FT-1 Service Agreement. All Points of Delivery not specified on Exhibit "A" shall be available to Shipper on a secondary basis in accordance with the GT&C.
- 4.4 Shipper shall deliver or cause to be delivered into Transporter's Pipeline Facilities Natural Gas at rates of flow in accordance with Section 15 of the GT&C.

5. RATES AND CHARGES

- 5.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule FT-1 Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates.
- 5.2 Service hereunder shall be subject to the following charges:
 - (a) A monthly reservation charge equal to the product of the applicable maximum Rate Schedule FT-1 Reservation Rate shown on the currently effective Statement of Rates or such other reservation rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the MDQ specified in Shipper's executed FT-1 Service Agreement;

- (b) A usage charge equal to the product of the applicable maximum Rate Schedule FT-1 Usage Rate shown on the currently effective Statement of Rates or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the quantity of Natural Gas delivered by Transporter for Shipper or for Shipper's account on each Day in the Month;
- (c) A new facilities charge equal to an amount agreed upon between Shipper and Transporter for facilities constructed at Shipper's request in order to provide transportation service under this Rate Schedule as provided in Section 27 of the GT&C;
- (d) Incidental charges necessary to recoup regulatory filing fees or similar fees incurred by Transporter in rendering service under this Rate Schedule;
- (e) Applicable charges for Authorized Overrun quantities, if any; and
- (f) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, Shipper's Rate Schedule FT-1 Service Agreement, the Statement of Rates or the GT&C including, but not limited to, Sections 12.3(f), 12.4(c), 14.1, 14.3, 14.4, 18.5, and 31.

6. AUTHORIZED OVERRUN

On any Day, Shipper may elect, with the prior approval of Transporter, to separately nominate quantities in excess of its MDQ, MDRO or MDDO. Scheduled Quantities in excess of Shipper's total MDQ, MDRO or MDDO shall be deemed to be Authorized Overrun. Unless otherwise specifically agreed to by Transporter on a not unduly discriminatory basis, the rate for daily Authorized Overrun quantities shall be the Maximum Daily Overrun Rate, as set forth on the Statement of Rates and shall be applied only to those quantities in excess of Shipper's MDQ.

7. UNAUTHORIZED OVERRUN

To the extent that Shipper delivers to or receives from Transporter quantities of Natural Gas on any Day in excess of Shipper's MDQ without prior approval of Transporter, such quantities shall be deemed to be daily Unauthorized Overrun. In addition to the Authorized Overrun charge, Shipper shall pay a charge for each Dekatherm of Unauthorized Overrun equal to two (2) times the Rate Schedule IT-1 Maximum Usage Rate. When such Unauthorized Overrun impairs reliable service, Transporter shall provide Shipper with notice to cease immediately such Unauthorized Overrun. In the event Transporter has issued a notice pursuant to this Section 7, Shipper thereafter shall pay for each Dekatherm of Unauthorized Overrun a charge equal to the greater of \$10 or two-hundred percent (200%) of the Gas Price Index for the flow date on which the gas is transported.

8. TRANSPORTER'S USE GAS

Shipper shall provide at the Point(s) of Receipt Transporter's Use Gas in-kind, as may be set forth and in effect from time to time on the Statement of Rates.

9. BILLING AND PAYMENT

The monthly bill for Natural Gas transportation under this Rate Schedule shall be equal to the sum of the charges set forth in Sections 5, 6 and 7 of this Rate Schedule and pursuant to Section 8 of the GT&C.

10. RELEASE OF FIRM CAPACITY

Any Shipper receiving service under this Rate Schedule FT-1 shall have the right on a permanent or temporary basis to release its firm capacity rights in accordance with Section 21 of the GT&C.

11. DETERMINATION OF RECEIPTS AND DELIVERIES

Receipts and deliveries of Natural Gas under this Rate Schedule FT-1 shall be determined in accordance with the provisions of Section 13 of the GT&C.

12. IMPAIRMENT OF RECEIPTS AND DELIVERIES

In the event that Transporter, on any Day, is unable to receive and/or deliver the total Scheduled Quantities of all Shippers under any Rate Schedule of Transporter's Tariff, Transporter shall limit receipts and/or deliveries of Natural Gas in accordance with Section 12 of the GT&C.

13. OPERATIONAL INTEGRITY

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other Shippers in accordance with Section 12 of the GT&C.

14. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreement(s) shall be implemented pursuant to any applicable authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

15. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE FT-2
FIRM TRANSPORTATION SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined herein.

2. AVAILABILITY

2.1 This Rate Schedule is available to any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for firm transportation service under this Rate Schedule, and thus is a Shipper.

2.2 Transporter shall accept transportation requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 Service under this Rate Schedule shall be available on a daily basis for the receipt at Point(s) of Receipt of Natural Gas up to the MDQ set forth on Exhibit "A" to Shipper's FT-2 Service Agreement, the transportation of such quantities of Natural Gas, and the delivery at Point(s) of Delivery of Natural Gas up to such MDQ notwithstanding, all such quantities shall be received by Transporter at the Point(s) of Receipt, and Thermally Equivalent Quantities less Transporter Use Gas quantities shall be delivered to Shipper or for Shipper's account at the Point(s) of Delivery. Service under this Rate Schedule shall be firm up to Shipper's MDQ except as provided in this Rate Schedule, the GT&C, and the executed Service Agreement. Conditions that may cause the transportation quantity to be less than Shipper's MDQ include curtailment or interruption under GT&C Section 12.3, an emergency situation under GT&C 12.4, an OFO situation pursuant to GT&C Section 18 or Force Majeure pursuant to GT&C Section 24. Service under this Rate Schedule shall not commence until Transporter and Shipper have executed a Rate Schedule FT-2 Service Agreement.

3.2 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or to expand the capacity of its Pipeline Facilities in order to provide transportation service under this Rate Schedule.

3.3 Nominations and scheduling of service under this Rate Schedule shall be in accordance with the procedures set forth in Sections 11 and 12 of the GT&C.

3.4 Allocations of capacity shall be determined in accordance with Section 13 of the GT&C.

4. POINTS OF RECEIPT AND DELIVERY, AND RATES OF FLOW

4.1 The Primary Point(s) of Receipt into Transporter's Pipeline Facilities shall be specified on Exhibit "A" to Shipper's FT-2 Service Agreement. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's FT-2 Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Primary Point(s) of Receipt or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Receipt or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing firm obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total quantities at the Primary Point(s) of Receipt shall not exceed Shipper's MDQ, adjusted for Transporter's Use Gas, as set forth on Exhibit "A" to Shipper's FT-2 Service

Agreement. All Points of Receipt not specified on Exhibit "A" shall be available to Shipper on a secondary basis in accordance with the GT&C.

- 4.2 The Designated Limited Notice Point(s) of Receipt into Transporter's Pipeline Facilities, which shall be one or more of Shipper's Primary Point(s) of Receipt specified on Exhibit "A", shall also be specified on Exhibit "A" to Shipper's FT-2 Service Agreement. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's FT-2 Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Designated Limited Notice Point(s) of Receipt or to make other changes thereto. Transporter shall not be obligated to accept any additional Designated Limited Notice Point(s) of Receipt or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing firm obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total capacity designated at the Designated Limited Notice Point(s) of Receipt shall not exceed ten percent (10%) of Shipper's MDQ as set forth on Exhibit "A" to Shipper's FT-2 Service Agreement.
- 4.3 The Primary Point(s) of Delivery out of Transporter's Pipeline Facilities shall be specified on Exhibit "A" to Shipper's FT-2 Service Agreement. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's FT-2 Service Agreement may be superseded by a new Exhibit "A" to add or delete specific Primary Point(s) of Delivery or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Delivery or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing firm obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total quantities at the Primary Point(s) of Delivery shall not exceed Shipper's MDQ as set forth on Exhibit "A" to Shipper's FT-2 Service Agreement. All Points of Delivery not specified on Exhibit "A" shall be available to Shipper on a secondary basis in accordance with the GT&C.
- 4.4 Shipper shall deliver or cause to be delivered into Transporter's Pipeline Facilities Natural Gas at rates of flow in accordance with Section 15 of the GT&C.

5. RATES AND CHARGES

- 5.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule FT-2 Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates.
- 5.2 Service hereunder shall be subject to the following charges:
 - (a) A monthly reservation charge equal to the product of the applicable maximum Rate Schedule FT-2 Reservation Rate shown on the currently effective Statement of Rates or such other reservation rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the MDQ specified in Shipper's executed FT-2 Service Agreement;
 - (b) A usage charge equal to the product of the applicable maximum Rate Schedule FT-2 Usage Rate shown on the currently effective Statement of Rates or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the quantity of Natural Gas delivered by Transporter for Shipper or for Shipper's account on each Day in the Month;

- (c) A new facilities charge equal to an amount agreed upon between Shipper and Transporter for facilities constructed at Shipper's request in order to provide transportation service under this Rate Schedule as provided in Section 27 of the GT&C;
- (d) Incidental charges necessary to recoup regulatory filing fees or similar fees incurred by Transporter in rendering service under this Rate Schedule;
- (e) Applicable charges for daily and hourly Authorized Overrun quantities, if any; and
- (f) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, Shipper's Rate Schedule FT-2 Service Agreement, the Statement of Rates or the GT&C including, but not limited to, Sections 12.3(f), 12.4(c), 14.1, 14.3, 14.4, 18.5, and 31.

6. AUTHORIZED OVERRUN

- 6.1 On any Day, Shipper may elect, with the prior approval of Transporter, to separately nominate quantities in excess of its MDQ, MDRO or MDDO. Scheduled Quantities in excess of Shipper's total MDQ, MDRO or MDDO shall be deemed to be Authorized Overrun. Unless otherwise specifically agreed to by Transporter on a not unduly discriminatory basis, the rate for daily Authorized Overrun quantities shall be the Maximum Daily Overrun Rate, as set forth on the Statement of Rates and shall be applied only to those quantities in excess of Shipper's MDQ.
- 6.2 During any hour, Shipper may elect, with the prior approval of Transporter, to receive quantities in excess of the MHDO as set forth in Section 15.3 of the GT&C. Such quantities in excess of the MHDO shall be deemed to be Hourly Authorized Overrun. Unless otherwise specifically agreed to by Transporter on a not unduly discriminatory basis, the rate for Hourly Authorized Overrun quantities shall be the Rate Schedule FT-2 Maximum Daily Overrun Rate, as set forth on the Statement of Rates, divided by 24 and applied only to those quantities in excess of the MHDO.

7. UNAUTHORIZED OVERRUN

- 7.1 To the extent that Shipper delivers to or receives from Transporter quantities of Natural Gas on any Day in excess of Shipper's MDQ without prior approval of Transporter, such quantities shall be deemed to be daily Unauthorized Overrun. In addition to the Authorized Overrun charge, Shipper shall pay a charge for each Dekatherm of Unauthorized Overrun equal to two (2) times the Rate Schedule IT-2 Maximum Usage Rate. When such Unauthorized Overrun impairs reliable service, Transporter shall provide Shipper with notice to cease immediately such Unauthorized Overrun. In the event Transporter has issued a notice pursuant to this Section 7.1, Shipper thereafter shall pay for each Dekatherm of Unauthorized Overrun a charge equal to the greater of \$10 or two-hundred percent (200%) of the Gas Price Index for the flow date on which the gas is transported.
- 7.2 During any hour, to the extent Shipper receives from Transporter quantities of Natural Gas in excess of the MHDO, as set forth in Section 15.3 of the GT&C, without prior approval of Transporter, such quantities shall be deemed to be Hourly Unauthorized Overrun. In addition to the Hourly Authorized Overrun charge, Shipper shall pay a charge for each Dekatherm of Hourly Unauthorized Overrun equal to two (2) times the maximum rate for Rate Schedule IT-2 divided by twenty-four (24). When such Hourly Unauthorized Overrun impairs reliable service, Transporter shall provide Shipper with notice to cease immediately such Hourly Unauthorized Overrun. In the event Transporter has issued a notice pursuant to this Section 7.2, Shipper thereafter shall pay for each Dekatherm of Hourly Unauthorized Overrun, a charge equal to the greater of \$10 or two-hundred percent (200%) of the Gas Price Index divided by 24 for the flow date on which the gas is transported.

7.3 Shipper shall pay only one Unauthorized Overrun charge when Shipper's Hourly Unauthorized Overrun results in a Daily Unauthorized Overrun. Shipper shall pay the higher of the Daily Unauthorized Overrun amount calculated pursuant to Section 7.1 above or the sum of the Hourly Unauthorized Overrun amount(s) calculated pursuant to Section 7.2 above.

8. TRANSPORTER'S USE GAS

Shipper shall provide at the Point(s) of Receipt, Transporter's Use Gas in-kind, as may be set forth and in effect from time to time on the Statement of Rates.

9. BILLING AND PAYMENT

The monthly bill for Natural Gas transportation under this Rate Schedule shall be equal to the sum of the charges set forth in Sections 5, 6, and 7 of this Rate Schedule and pursuant to Section 8 of the GT&C.

10. RELEASE OF FIRM CAPACITY

Any Shipper receiving service under this Rate Schedule FT-2 shall have the right on a permanent or temporary basis to release its firm capacity rights in accordance with Section 21 of the GT&C.

11. DETERMINATION OF RECEIPTS AND DELIVERIES

Receipts and deliveries of Natural Gas under this Rate Schedule FT-2 shall be determined in accordance with the provisions of Section 13 of the GT&C.

12. IMPAIRMENT OF RECEIPTS AND DELIVERIES

In the event that Transporter, on any Day, is unable to receive and/or deliver the total Scheduled Quantities of all Shippers under any Rate Schedule of Transporter's Tariff, Transporter shall limit receipts and/or deliveries of Natural Gas in accordance with Section 12 of the GT&C.

13. OPERATIONAL INTEGRITY

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other Shippers in accordance with Section 12 of the GT&C.

14. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreement(s) shall be implemented pursuant to any applicable authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

15. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE OSS
OFF-SYSTEM STORAGE SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined herein.

2. AVAILABILITY

- 2.1 Provided there is off-system storage capacity, injection and withdrawal rights available for sale by Transporter, this Rate Schedule is available for any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; (c) entered into an OSS Service Agreement with Transporter; and (d) entered into a Service Agreement with Transporter for firm transportation service, and thus is a Shipper.
- 2.2 Transporter shall accept requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.
- 2.3 This Rate Schedule shall be available from the OSS/LBS In-Service Date through March 31, 2019, unless otherwise extended prior to March 31, 2019, subject to the conditions set forth in this Rate Schedule, in the Service Agreement, and the GT&C.

3. APPLICABILITY AND CHARACTER OF SERVICE

- 3.1 Service under this Rate Schedule shall be available on a daily basis for the receipt of Natural Gas at the Point of Receipt up to the OSS MDWQ as set forth in Exhibit "A" to Shipper's OSS Service Agreement and the delivery of Natural Gas at the Point of Delivery up to the OSS MDIQ as set forth in Exhibit "A" to Shipper's OSS Service Agreement, except that:
 - (a) when Shipper's OSS Working Gas Account balance is equal to or greater than 90% of its OSS MSQ, then Shipper's storage injection rights will be limited to 80% of its otherwise applicable OSS MDIQ;
 - (b) when Shipper's OSS Working Gas Account balance is equal to or less than 20% but greater than 10% of its OSS MSQ, then Shipper's storage withdrawal rights will be limited to 70% of its otherwise applicable OSS MDWQ;
 - (c) when Shipper's OSS Working Gas Account balance is equal to or less than 10% of its OSS MSQ, then Shipper's storage withdrawal rights will be limited to 40% of its otherwise applicable OSS MDWQ; and
 - (d) on any Day, the sum of Shipper's (i) scheduled Storage Injection Quantity at its Primary Point of Receipt as set forth in Shipper's OSS Service Agreement and (ii) LBS Undertake Quantity at its Primary Point of Receipt as set forth in Shipper's LBS Service Agreement, cannot exceed the total quantity of Natural Gas actually received by Shipper from Vector into Transporter on that same Day under all of Shipper's Service Agreements for firm transportation on Transporter.
- 3.2 Service under this Rate Schedule shall be provided on a commercially reasonable efforts basis by Transporter up to the Shipper's OSS MDIQ and OSS MDWQ, except as provided in this Rate Schedule, Shipper's firm transportation Service Agreement, the GT&C, and the executed OSS Service Agreement. Conditions that may cause the Storage Injection Quantity or Storage

Withdrawal Quantity to be less than Shipper's OSS MDIQ or OSS MDWQ, respectively, include curtailment or interruption under GT&C Section 12.3, an emergency situation under GT&C Section 12.4, an OFO situation pursuant to GT&C Section 18, Force Majeure pursuant to GT&C Section 24, or any of the circumstances provided for in Section 9 of this Rate Schedule. Service under this Rate Schedule shall not commence until Transporter and Shipper have executed an OSS Service Agreement.

- 3.3 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or to expand the capacity of its Pipeline Facilities in order to provide storage service under this Rate Schedule.
- 3.4 Nominations and scheduling of service under this Rate Schedule shall be in accordance with the procedures set forth in Sections 11 and 12 of the GT&C.
- 3.5 Allocations of capacity shall be determined in accordance with Section 13 of the GT&C.
- 3.6 Transporter shall maintain an OSS Working Gas Account for Shipper, such that, subject to this Rate Schedule:
 - (a) Shipper's Storage Injection Quantity net of applicable Third-Party Transportation Use Gas and Third-Party Injection Use Gas will be credited to Shipper's OSS Working Gas Account balance; and
 - (b) Shipper's Storage Withdrawal Quantity will be deducted from Shipper's OSS Working Gas Account balance, and Shipper's Storage Withdrawal Quantity net of applicable Third-Party Transportation Use Gas will be delivered to Shipper at the Point(s) of Delivery (for purposes of withdrawals) specified in Shipper's OSS Service Agreement with Transporter.
- 3.7 Shipper will retain title to the Natural Gas at all times, including the Natural Gas that is transported and stored on behalf of Shipper by Transporter with the Third-Party.
- 3.8 Each Day, Shipper's OSS Working Gas Account balance must:
 - (a) be equal to or exceed its Storage Withdrawal Quantity; and
 - (b) be equal to or less than its OSS MSQ.
- 3.9 Upon expiration of the contract term as specified in Shipper's OSS Service Agreement, Shipper's OSS Working Gas Account balance must equal zero. If at the end of the contract term as specified in Shipper's OSS Service Agreement Shipper's OSS Working Gas Account balance is greater than zero, then:
 - (a) Any Natural Gas remaining in Shipper's OSS Working Gas Account will be sold by Third-Party pursuant to an auction process, and Transporter will remit the net proceeds it receives, if any, from Third-Party to Shipper. However, if Shipper was unable to withdraw Natural Gas from its OSS Working Gas Account due to Force Majeure, Transporter will work with Third-Party and Shipper in an attempt to provide a reasonable period for withdrawal of any remaining Natural Gas in Shipper's OSS Working Gas Account following the end of the contract term. Notwithstanding these attempts by Transporter set forth in Section 3.9(a) herein, Transporter makes no representations or warranties regarding the ability of Shipper to withdraw all of its Natural Gas from its OSS Working Gas Account or receive full compensation for such Natural Gas if

Shipper's OSS Working Gas Account balance is not equal to zero upon expiration of Shipper's OSS Service Agreement.

- (b) Payment for the remaining quantities of Natural Gas that may be sold by Third-Party and remitted to Shipper shall be provided no later than twenty-five (25) days after Transporter's receipt of any final funds from Third-Party.
- 3.10 Shipper may nominate Rate Schedule OSS on any Day pursuant to Section 11 of the GT&C, provided that Shipper complies with all provisions set forth in this Rate Schedule herein, Shipper's Rate Schedule OSS Service Agreement, and the GT&C.
- 3.11 If Shipper has executed both an OSS Service Agreement and a LBS Service Agreement, then Shipper will be permitted to nominate to transfer quantities of Natural Gas on a firm basis:
- (a) from Shipper's OSS Working Gas Account into Shipper's LBS Account;
 - (b) from Shipper's LBS Account into Shipper's OSS Working Gas Account;
 - (c) from Shipper's OSS Working Gas Account into another Shipper's OSS Working Gas Account and/or LBS Account so long as such other Shipper has executed an OSS Service Agreement and/or a LBS Service Agreement, respectively;
 - (d) into Shipper's OSS Working Gas Account from another Shipper's OSS Working Gas Account and/or LBS Account as long as such other Shipper has executed an OSS Service Agreement and/or a LBS Service Agreement, respectively;
 - (e) from Shipper's OSS Working Gas Account to a third-party that has not executed a Service Agreement with Transporter but has executed a service agreement with Third-Party for storage services; or
 - (f) into Shipper's OSS Working Gas Account from a third-party that has not executed Service Agreement with Transporter but has executed a service agreement with Third-Party for storage services (collectively, (a) through (f) an "Inventory Transfer");

provided, however, that:

- (g) on any Day, all quantities subject to the Inventory Transfer do not result in Shipper exceeding its OSS MSQ or LBS MSQ or result in Shipper's OSS Working Gas Account balance or LBS Account balance to be less than zero;
- (h) on any Day, if Shipper nominates such Inventory Transfer by the Timely Nomination Cycle, then the Inventory Transfer will be effective at 12:00 p.m. CCT of the next Day;
- (i) on any Day, if Shipper nominates such Inventory Transfer during the Evening Nomination Cycle, Intraday 1 Nomination Cycle, Intraday 2 Nomination Cycle or Intraday 3 Nomination Cycle, then such Inventory Transfer will be effective no later than the end of the following Day; and
- (j) if Shipper has executed only a LBS Service Agreement and not an OSS Service Agreement, or if Shipper has executed only an OSS Service Agreement and not a LBS Service Agreement, the Inventory Transfers referenced in this Section 3.11(a) and 3.11(b) would not be available to such Shipper.

All such nominations made for Inventory Transfers subject to Section 3.11 herein shall be made according to the provisions set forth in Transporter's Tariff. In addition, nominations made for Inventory Transfers will be subject to the ability of Transporter to make such inventory transfers as set forth in Third-Party's currently effective FERC Gas Tariff. Furthermore, Inventory Transfers will be subject to any costs applicable to such Inventory Transfer that may be assessed on Transporter by Third-Party for conducting such Inventory Transfer. However, in the event that Transporter can administratively conduct an Inventory Transfer without such Inventory Transfer having to be nominated by Transporter and scheduled by Third-Party, then such Inventory Transfer will be conducted by Transporter on behalf of Shipper subject to the conditions set forth in this Section 3.11, and the Inventory Transfer will be conducted by Transporter on behalf of Shipper at zero cost.

3.12 Nothing herein shall eliminate, reduce or modify the right of Transporter to invoke Section 18 of the GT&C.

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt, for both the purposes of injections and withdrawals pursuant to this Rate Schedule, shall be specified on Exhibit "A" to Shipper's OSS Service Agreement. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's OSS Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Primary Point(s) of Receipt or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Receipt or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total quantities of Natural Gas at the Primary Point(s) of Receipt (for purposes of injections) shall not exceed Shipper's OSS MDIQ as set forth on Exhibit "A" to Shipper's OSS Service Agreement. Total quantities of Natural Gas at the Primary Point(s) of Receipt (for purposes of withdrawals) shall not exceed Shipper's OSS MDWQ as set forth on Exhibit "A" to Shipper's OSS Service Agreement.

4.2 The Primary Point(s) of Delivery, for both purposes of injections and withdrawals pursuant to this Rate Schedule, shall be specified on Exhibit "A" to Shipper's OSS Service Agreement. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's OSS Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Primary Point(s) of Delivery or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Delivery or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total quantities of Natural Gas at the Primary Point(s) of Delivery (for purposes of injections) shall not exceed Shipper's OSS MDIQ as set forth on Exhibit "A" to Shipper's OSS Service Agreement less the sum of Third-Party Transportation Use Gas and Third-Party Injection Use Gas. Total quantities of Natural Gas at the Primary Point(s) of Delivery (for purposes of withdrawals) shall not exceed Shipper's OSS MDWQ as set forth on Exhibit "A" to Shipper's OSS Service Agreement less Third-Party Transportation Use Gas.

4.3 Shipper's Storage Withdrawal Quantity on any Day shall be considered by Transporter to be delivered pursuant to the hourly rates of flow applicable to Shipper's firm transportation Service Agreement utilized to deliver such Storage Withdrawal Quantity by Transporter.

4.4 Shipper will be permitted to utilize Alternative Vector Points of Receipt to nominate its Storage Injection Quantity; provided however, on any Day:

- (a) Shipper's Storage Injection Quantity utilizing Alternative Vector Points of Receipt must be nominated by Shipper and scheduled by Transporter pursuant to the provisions set forth in this Rate Schedule, Shipper's Rate Schedule OSS Service Agreement and the GT&C;
- (b) Shipper's Storage Injection Quantity utilizing Alternative Vector Points of Receipt must be confirmed and scheduled by Vector;
- (c) the total of Shipper's Storage Injection Quantity utilizing Primary Points of Receipt and Storage Injection Quantity utilizing Alternative Vector Points of Receipt shall not exceed Shipper's OSS MDIQ; and
- (d) Shipper's Storage Injection Quantity utilizing Alternative Vector Points of Receipt will not be considered to be received by Shipper from Vector into Transporter for purposes of Section 3.1(d) of this Rate Schedule.

5. RATES AND CHARGES

5.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule OSS Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates. Subject to Section 26.3 of the GT&C, Transporter may adjust the maximum rate under this Rate Schedule to reflect changes in the charges and fees Transporter pays to the Third-Party providing the underlying service to Transporter.

5.2 Service hereunder shall be subject to the following charges:

- (a) A monthly reservation charge equal to the product of (i) the OSS MSQ specified in Shipper's executed OSS Service Agreement; and (ii) the applicable maximum Rate Schedule OSS Reservation Rate shown on the currently effective Statement of Rates or such other reservation rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;
- (b) A usage charge equal to the product of the (i) Storage Withdrawal Quantity, less applicable Third-Party Transportation Use Gas, delivered by Transporter for Shipper or for Shipper's account on each Day in the Month; and (ii) applicable maximum Rate Schedule OSS withdrawal usage rate shown on the currently effective Statement of Rates or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;
- (c) A usage charge equal to the product of the (i) Storage Injection Quantity, less applicable Third-Party Transportation Use Gas and Third-Party Injection Use Gas, delivered by Transporter for Shipper or for Shipper's account on each Day in the Month; and (ii) applicable maximum Rate Schedule OSS injection usage rate shown on the currently effective Statement of Rates or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;
- (d) Charges that Transporter may be assessed from time to time by Third-Party as a result of Transporter's provision of Rate Schedule OSS contemplated herein, including, but not limited to:

- (i) all applicable taxes that may be assessed against Third-Party for the receipt, injection, storage, withdrawal and/or delivery of Natural Gas by Transporter on behalf of Shipper; and
 - (ii) all ad valorem taxes, property taxes and/or other similar taxes assessed against and paid by Third-Party associated with Natural Gas stored by Transporter on behalf of Shipper; and
 - (iii) all other fees and charges as set forth in Third-Party's currently effective FERC Gas Tariff that are applicable to the rate schedule pursuant to which Third-Party is providing service to Transporter; and
- (e) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, including Section 7 herein, Shipper's Rate Schedule OSS Service Agreement, the Statement of Rates or the GT&C including, but not limited to, Sections 12.3(f), 12.4(c), 14.1, 14.3, 14.4, 18.5, and 31.
- 5.3 All charges that may be assessed to Transporter by Third-Party as contemplated in Section 5.2(d) herein will be recovered from all Rate Schedule OSS Shippers in accordance with the mechanism set forth in Section 5.4 herein.
- 5.4 In any Month, should Transporter incur any charges as set forth in Section 5.2(d) herein ("Unrecovered OSS Costs"), then all such Unrecovered OSS Costs will be summed by Transporter for that Month. Shipper will be responsible for its pro rata share of the Unrecovered OSS Costs incurred by Transporter in that Month, whereby Shipper's pro rata share will be defined as the percentage of Shipper's OSS MSQ for that Month divided by the sum of the total OSS MSQ of all Shippers in that Month. The Unrecovered OSS Costs will be invoiced to Shipper on the same monthly invoice as the charges set forth in Section 5.2 herein and will be subject to the same terms and conditions as set forth in Transporter's Tariff.
- 5.5 Shipper shall have the option to verify any modified rates or charges imposed by Third-Party on Transporter pursuant to Section 5.2(d) herein, subject to the provisions of this Section 5.5. Upon request of Shipper, Transporter will supply for Shipper's review any documentation reasonably required by Shipper to verify any change in the existing rates for service, or any charges not supported by existing rates for such service as may exist from time-to-time. The costs associated with any verification of rates or charges contemplated in this Section 5.5 will be the responsibility of Shipper.
- 5.6 Should Transporter receive any credits or rate reductions (to the extent not already reflected in a reduction in the Shipper's charges or fees) from Third-Party that are associated with Rate Schedule OSS charges or fees for which Shipper has previously paid, then Transporter agrees to apply any such credits or reductions to Shipper's next monthly invoice immediately following Transporter's receipt of any such credit. Shipper's share of any such credit or reductions to be applied by Transporter will be based upon the percentage calculated by (i) the total fees and/or charges originally paid by Shipper that relate to the credit or reduction received by Transporter; divided by (ii) the total fees and/or charges paid by all Shippers that relate to the credit or reduction received by Transporter.
6. THIRD-PARTY TRANSPORTATION USE GAS AND THIRD-PARTY INJECTION USE GAS
- 6.1 Shipper shall provide in-kind reimbursement of Third-Party Transportation Use Gas and Third-Party Injection Use Gas, as applicable, for all injections and withdrawals. Specifically, Shipper shall be responsible for Third-Party Transportation Use Gas and Third-Party Injection Use Gas

associated with each of Shipper's injection transactions. Shipper shall be responsible for Third-Party Transportation Use Gas associated with each of Shipper's withdrawal transactions.

- 6.2 On any Day, Shipper's Storage Injection Quantity may not exceed Shipper's OSS MDIQ. Third-Party Transportation Use Gas and Third-Party Injection Use Gas will be deducted from Shipper's Storage Injection Quantity.
- 6.3 On any Day, Shipper's Storage Withdrawal Quantity may not exceed Shipper's OSS MDWQ. Third-Party Transportation Use Gas will be deducted from Shipper's Storage Withdrawal Quantity.
- 6.4 Shipper will not be permitted to net the quantity of Third-Party Transportation Use Gas or Third-Party Injection Use Gas for which Shipper would otherwise be responsible on any Day if Shipper nominates and is scheduled by Transporter to inject and withdraw quantities of Natural Gas into its OSS Working Gas Account at different nomination cycles within the Day.
- 6.5 Shipper's OSS Working Gas Account balance will be credited or reduced, as applicable, on a quarterly basis pursuant to Section 33 of the GT&C to reflect the Third-Party Use Gas Adjustment.

7. BILLING AND PAYMENT

The monthly bill for Natural Gas storage under this Rate Schedule shall be equal to the sum of the charges set forth in Section 5 of this Rate Schedule and pursuant to Section 8 of the GT&C.

8. DETERMINATION OF RECEIPTS AND DELIVERIES

Receipts and deliveries of Natural Gas under this Rate Schedule OSS shall be determined in accordance with the provisions of Section 13 of the GT&C.

9. IMPAIRMENT OF RECEIPTS AND DELIVERIES

- 9.1 Transporter shall provide service under this Rate Schedule on a commercially reasonable efforts basis. Rate Schedule OSS is provided through the use of off-system transportation and storage, and in certain operational circumstances, Transporter may be unable to provide all or part of Shipper's contracted service hereunder. In such event, Transporter is released from all claims and liability resulting from any failure to provide service under this Rate Schedule including, but not limited to, any claim for refund of charges relating to the service, except if such claims and liabilities result from the gross negligence or willful misconduct of Transporter.
- 9.2 In the event that Transporter, on any Day, is unable to receive and/or deliver the total Scheduled Quantities of all Shippers under any Rate Schedule of Transporter's Tariff, Transporter shall limit receipts and/or deliveries of Natural Gas in accordance with Section 12 of the GT&C.
- 9.3 Transporter will make commercially reasonable efforts to obtain refunds of all applicable Third-Party charges in the event that Transporter's failure to provide service pursuant to Rate Schedule OSS is a result of the failure of Third Party. Should any refunds be obtained by Transporter pursuant to this Section 9.3, the proceeds, net of all costs incurred by Transporter to obtain such refunds, shall be refunded to Rate Schedule OSS Shippers.
- 9.4 The availability of a portion of Shipper's Storage Withdrawal Quantity during the months of April through October relies on Third Party's use of secondary receipt and delivery points on Vector's pipeline system for the delivery of such Gas to Transporter, and in the event nominations

associated with the use of such secondary points are denied, then the Storage Withdrawal Quantity at Shipper's Primary Point of Delivery may be limited to an amount that is less than Shipper's OSS MDWQ during certain times.

10. MANAGEMENT OF SERVICE AND OPERATIONAL INTEGRITY

Transporter reserves the right to manage the provision of Rate Schedule OSS in the manner it deems most efficient and to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other Shippers in accordance with Section 12 of the GT&C.

11. GOVERNMENTAL AUTHORIZATIONS

Storage service under this Rate Schedule and effective Service Agreement(s) shall be implemented pursuant to any applicable authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

12. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE LBS
LOAD BALANCING SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined herein.

2. AVAILABILITY

- 2.1 Provided there is load balancing service available for sale by Transporter, this Rate Schedule is available to any Person for the delivery of Natural Gas without prior notice for purposes of load balancing in conjunction with the Transportation of Natural Gas by Transporter, to the extent that such Person (a) has requested service under this Rate Schedule; (b) has satisfied the requirements of Section 10 of the GT&C; (c) has entered into an LBS Service Agreement with Transporter; and (d) has entered into a Service Agreement with Transporter for firm transportation service, and thus is a Shipper.
- 2.2 Transporter shall accept transportation requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.
- 2.3 This Rate Schedule shall be available from the OSS/LBS In-Service Date through March 31, 2019, unless otherwise extended prior to March 31, 2019, subject to the conditions set forth in this Rate Schedule, in the Service Agreement, and the GT&C.

3. APPLICABILITY AND CHARACTER OF SERVICE

- 3.1 Subject to the conditions set forth in this Rate Schedule, Shipper's firm transportation Service Agreement, the GT&C, and the executed LBS Service Agreement, service under this Rate Schedule shall be available on a daily basis for the delivery of Natural Gas at the Point(s) of Delivery set forth in Shipper's firm transportation Service Agreements with Transporter and Shipper will be permitted to:
- (a) have actual quantities of Natural Gas delivered by Transporter without prior notice to Transporter that exceed Shipper's Scheduled Quantities of Natural Gas to be delivered from Transporter, up to Shipper's LBS Overtake MDQ as set forth in Exhibit "A" to Shipper's LBS Service Agreement; or
 - (b) have actual quantities of Natural Gas delivered by Transporter without prior notice to Transporter that are less than Shipper's Scheduled Quantities of Natural Gas to be delivered from Transporter, up to Shipper's LBS Undertake MDQ as set forth in Exhibit "A" to Shipper's LBS Service Agreement; except that:
 - (i) Shipper will not be permitted to utilize an LBS Overtake Quantity in excess of its LBS Overtake MDQ nor utilize an LBS Undertake Quantity in excess of its LBS Undertake MDQ;
 - (ii) Shipper will not be permitted to utilize an LBS Overtake Quantity or LBS Undertake Quantity to exceed the MDQ set forth in Exhibit "A" of Shipper's FT-1 or FT-2 Service Agreement;
 - (iii) Shipper's LBS Overtake Quantity or LBS Undertake Quantity will be deemed to flow at the same hourly rates of flow set forth in Transporter's Tariff applicable

to Shipper's Rate Schedule FT-1 or FT-2 Firm Transportation Service Agreement under which the LBS Overtake Quantity or LBS Undertake Quantity is delivered by Transporter to Shipper;

- (iv) when Shipper's LBS Account balance is equal to or greater than 90% of its LBS MSQ, then Shipper's LBS Undertake Quantity will be limited to 80% of its otherwise applicable LBS Undertake MDQ;
- (v) when Shipper's LBS Account balance is equal to or less than 20% but greater than 10% of its LBS MSQ, then Shipper's LBS Overtake Quantity will be limited to 70% of its otherwise applicable LBS Overtake MDQ;
- (vi) when Shipper's LBS Account balance is equal to or less than 10% of its LBS MSQ, then Shipper's LBS Overtake Quantity will be limited to 40% of its otherwise applicable LBS Overtake MDQ; and
- (vii) on any Day, the sum of Shipper's (i) scheduled Storage Injection Quantity at its Primary Point of Receipt as set forth in Shipper's OSS Service Agreement and (ii) LBS Undertake Quantity at its Primary Point of Receipt as set forth in Shipper's LBS Service Agreement, cannot exceed the total quantity of Natural Gas actually received by Shipper from Vector into Transporter on that same Day under all of Shipper's Service Agreements for firm transportation on Transporter.

- 3.2 Service under this Rate Schedule shall be provided on a commercially reasonable efforts basis by Transporter up to the Shipper's LBS Overtake MDQ and LBS Undertake MDQ, except as provided in this Rate Schedule, Shipper's firm transportation Service Agreement, the GT&C, and the executed LBS Service Agreement. Conditions that may cause the LBS Undertake Quantity or LBS Overtake Quantity to be less than Shipper's LBS Overtake MDQ and LBS Undertake MDQ include curtailment or interruption under GT&C Section 12.3, an emergency situation under GT&C Section 12.4, an OFO situation pursuant to GT&C Section 18, Force Majeure pursuant to GT&C Section 24, or any of the circumstances provided for in Section 9 of this Rate Schedule. Service under this Rate Schedule shall not commence until Transporter and Shipper have executed an LBS Service Agreement.
- 3.3 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or to expand the capacity of its Pipeline Facilities in order to provide load balancing service under this Rate Schedule.
- 3.4 Allocations of service hereunder shall be determined in accordance with Section 13 of the GT&C.
- 3.5 Transporter shall maintain an LBS Account for Shipper, such that, subject to the conditions set forth in this Rate Schedule:
- (a) all LBS Undertake Quantities net of applicable Third-Party Transportation Use Gas and Third-Party Injection Use Gas will be added to Shipper's LBS Account balance; and
 - (b) all LBS Overtake Quantities will be deducted from Shipper's LBS Account balance, and Shipper's LBS Overtake Quantity net of applicable Third-Party Transportation Use Gas will be delivered to Shipper at the Point(s) of Delivery specified in Shipper's LBS Service Agreements with Transporter.

- 3.6 Shipper will retain title to the Natural Gas at all times, including the Natural Gas stored and transported on behalf of Shipper by Transporter as accounted for in Shipper's LBS Account.
- 3.7 Each Day, Shipper's LBS Account balance must:
- (a) be equal to or exceed its LBS Overtake Quantity; and
 - (b) be equal to or less than its LBS MSQ.
- 3.8 Upon expiration of the contract term as specified in Shipper's LBS Service Agreement, Shipper's LBS Account balance must equal zero. If, at the end of the contract term as specified in Shipper's LBS Service Agreement, Shipper's LBS Account balance is greater than zero, then:
- (a) Any Natural Gas remaining in Shipper's LBS Account will be sold by Third-Party pursuant to an auction process, and Transporter will remit the net proceeds it receives, if any, from Third-Party to Shipper. However, if Shipper was unable to withdraw Natural Gas from its LBS Account due to Force Majeure, Transporter will work with Third-Party and Shipper in an attempt to provide a reasonable period for withdrawal of any remaining Natural Gas in Shipper's LBS Account following the end of the contract term. Notwithstanding these attempts by Transporter set forth in Section 3.8(a) herein, Transporter makes no representations or warranties regarding the ability of Shipper to withdraw all of its Natural Gas from its LBS Account or receive full compensation for such Natural Gas if Shipper's LBS Account balance is not equal to zero upon expiration of Shipper's LBS Service Agreement.
 - (b) Payment for the remaining quantities of Natural Gas that may be sold by Third-Party and remitted to Shipper shall be provided no later than twenty-five (25) days after Transporter's receipt of any final funds from Third-Party.
- 3.9 Nothing herein shall eliminate, reduce or modify the right of Transporter to invoke Section 18 of the GT&C.
- 3.10 Rate Schedule LBS does not apply to imbalances resulting from Shipper's Authorized Overrun Quantities or Unauthorized Overrun Quantities.
- 3.11 On any day, if Shipper's:
- (a) LBS Undertake Quantity would result in a quantity of gas credited to its LBS Account such that its LBS Account balance would exceed its LBS MSQ; or
 - (b) LBS Overtake Quantity would result in a quantity of gas deducted from its LBS Account such that its LBS Account balance would be less than zero (such quantities in excess of a Shipper's LBS MSQ or such quantities which cause the Shipper's LBS Account balance to be less than zero, herein collectively "Excess Quantities")

then, such Excess Quantities will be applied to Shipper's actual quantities of Natural Gas delivered pursuant to Shipper's firm transportation Service Agreement with Transporter for purposes of calculating transportation charges, imbalances, scheduling charges and/or other applicable penalties pursuant to Transporter's Tariff.

- 3.12 Rate Schedule LBS may be utilized by Shipper to manage imbalances at all of the Point(s) of Delivery specified in Shipper's firm transportation Service Agreements.
- (a) Any daily delivery point imbalances applicable to Shipper will be calculated pursuant to Section 14 of the GT&C;
 - (b) Any monthly imbalances applicable to Shipper will be calculated pursuant to Section 19 of the GT&C.
- 3.13 If Shipper has executed both an OSS Service Agreement and an LBS Service Agreement, then Shipper will be permitted to nominate to transfer quantities of Natural Gas on a firm basis:
- (a) from Shipper's OSS Working Gas Account into Shipper's LBS Account;
 - (b) from Shipper's LBS Account into Shipper's OSS Working Gas Account;
 - (c) from Shipper's LBS Account into another Shipper's OSS Working Gas Account and/or LBS Account so long as such other Shipper has executed an OSS Service Agreement and/or a LBS Service Agreement, respectively;
 - (d) into Shipper's LBS Account from another Shipper's OSS Working Gas Account and/or LBS Account as long as such other Shipper has executed an OSS Service Agreement and/or a LBS Service Agreement, respectively;
 - (e) from Shipper's LBS Account to a third-party that has not executed a Service Agreement with Transporter but has executed a service agreement with Third-Party for storage services; or
 - (f) into Shipper's LBS Account from a third-party that has not executed Service Agreement with Transporter but has executed a service agreement with Third-Party for storage services (collectively, (a) through (f) an "Inventory Transfer");

provided, however, that:

- (g) on any Day, all quantities subject to the Inventory Transfer do not result in Shipper exceeding its OSS MSQ or LBS MSQ or result in Shipper's OSS Working Gas Account balance or LBS Account balance to be less than zero;
- (h) on any Day, if Shipper nominates such Inventory Transfer by the Timely Nomination Cycle, then the Inventory Transfer will be effective at 12:00 p.m. CCT of the next Day;
- (i) on any Day, if Shipper nominates such Inventory Transfer during the Evening Nomination Cycle, Intraday 1 Nomination Cycle, Intraday 2 Nomination Cycle or Intraday 3 Nomination Cycle, then such Inventory Transfer will be effective no later than the end of the following Day; and
- (j) if Shipper has executed only a LBS Service Agreement and not an OSS Service Agreement, or if Shipper has executed only an OSS Service Agreement and not a LBS Service Agreement, the Inventory Transfers referenced in this Section 3.13(a) and 3.13(b) would not be available to such Shipper.

All such nominations made for Inventory Transfers subject to Section 3.13 herein shall be made according to the provisions set forth in Transporter's Tariff. In addition, nominations made for Inventory Transfers will be subject to the ability of Transporter to make such Inventory Transfers as set forth in Third-Party's currently effective FERC Gas Tariff. Furthermore, Inventory Transfers will be subject to any costs applicable to such Inventory Transfer that may be assessed on Transporter by Third-Party for conducting such Inventory Transfer. However, in the event that Transporter can administratively conduct an Inventory Transfer without such Inventory Transfer having to be nominated by Transporter and scheduled by Third-Party, then such Inventory Transfer will be conducted by Transporter on behalf of Shipper subject to the conditions set forth in this Section 3.11, and the Inventory Transfer will be conducted by Transporter on behalf of Shipper at zero cost.

4. POINTS OF RECEIPT AND DELIVERY

- 4.1 The Primary Point(s) of Receipt, for both purposes of LBS Undertake Quantities and LBS Overtake Quantities, shall be specified on Exhibit "A" to Shipper's LBS Service Agreement. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's LBS Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Primary Point(s) of Receipt or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Receipt or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total quantities of Natural Gas at the Primary Point(s) of Receipt (for purposes of LBS Undertake Quantities) shall not exceed Shipper's LBS Undertake MDQ as set forth on Exhibit "A" to Shipper's LBS Service Agreement. Total quantities of Natural Gas at the Primary Point(s) of Receipt (for purposes of LBS Overtake Quantities) shall not exceed Shipper's LBS Overtake MDQ as set forth on Exhibit "A" to Shipper's LBS Service Agreement.
- 4.2 The Primary Point(s) of Delivery, for both the purposes of LBS Undertake Quantities and LBS Overtake Quantities, shall be specified on Exhibit "A" to Shipper's LBS Service Agreement. Upon the agreement of Transporter and Shipper, Exhibit "A" to Shipper's LBS Service Agreement may be superseded from time to time by a new Exhibit "A" to add or delete specific Primary Point(s) of Delivery or to make other changes thereto. Transporter shall not be obligated to accept any additional Primary Point(s) of Delivery or to make other changes to Exhibit "A" if to do so would impair Transporter's ability to satisfy existing obligations under this Rate Schedule or any other firm service Rate Schedule that Transporter may have in effect. Total quantities of Natural Gas at the Primary Point(s) of Delivery (for purposes of LBS Undertake Quantities) shall not exceed Shipper's LBS Undertake MDQ as set forth on Exhibit "A" to Shipper's LBS Service Agreement less Third-Party Transportation Use Gas and Third-Party Injection Gas. Total quantities of Natural Gas at the Primary Point(s) of Delivery (for purposes of LBS Overtake Quantities) shall not exceed Shipper's LBS Overtake MDQ as set forth on Exhibit "A" to Shipper's LBS Service Agreement less Third-Party Transportation Use Gas.
- 4.3 Shipper's LBS Overtake Quantity on any Day shall be considered by Transporter to be delivered pursuant to the hourly rates of flow applicable to Shipper's firm transportation Service Agreement utilized to deliver such LBS Overtake Quantity by Transporter.
- 4.4 On any Day, Shipper will be permitted to utilize Alternative Vector Points of Receipt for the limited purpose of injecting Natural Gas into its LBS Account; provided, however:
 - (a) Shipper's Nominated LBS Undertake Quantity must be nominated by Shipper and scheduled by Transporter pursuant to the provisions set forth in this Rate Schedule, Shipper's Rate Schedule LBS Service Agreement and the GT&C;

- (b) Shipper's Nominated LBS Undertake Quantity must be confirmed and scheduled by Vector;
- (c) Shipper's Nominated LBS Undertake Quantity must be equal to or less than its LBS Undertake MDQ;
- (d) On any Day, the total of Shipper's Nominated LBS Undertake Quantity and any other LBS Undertake Quantity shall not exceed Shipper's LBS Undertake MDQ; and
- (e) Shipper's Nominated LBS Undertake Quantity will not be considered to be received by Shipper from Vector into Transporter for purposes of Section 3.1(vii) of this Rate Schedule.

5. RATES AND CHARGES

5.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule LBS Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates. Subject to Section 26.3 of the GT&C, Transporter may adjust the maximum rate under this Rate Schedule to reflect changes in the charges and fees Transporter pays to the Third-Party providing the underlying service to Transporter.

5.2 Service hereunder shall be subject to the following charges:

- (a) A monthly reservation charge equal to the product of the (i) LBS MSQ specified in Shipper's executed LBS Service Agreement; and (ii) applicable maximum Rate Schedule LBS Reservation Rate shown on the currently effective Statement of Rates or such other reservation rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;
- (b) A usage charge equal to the product of the (i) LBS Overtake Quantity, less applicable Third-Party Transportation Use Gas, delivered by Transporter for Shipper or for Shipper's account on each Day in the Month; and (ii) the applicable maximum Rate Schedule LBS overtake usage rate shown on the currently effective Statement of Rates or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;
- (c) A usage charge equal to the product of the (i) LBS Undertake Quantity, less applicable Third-Party Transportation Use Gas and Third-Party Injection Use Gas, delivered by Transporter for Shipper or for Shipper's account on each Day in the Month; and (ii) the applicable maximum Rate Schedule LBS undertake usage rate shown on the currently effective Statement of Rates or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C;
- (d) Any costs assessed by Third-Party to Transporter in order for Transporter to proactively manage Transporter's provision of Rate Schedule LBS ("Proactive Management"), whereby such Proactive Management is conducted by Transporter, in its sole discretion, to mitigate the need for Transporter to issue an OFO on any Day resulting from Transporter's provision of Rate Schedule LBS;

- (e) Charges that Transporter may be assessed from time to time by Third-Party as a result of Transporter's provision of Rate Schedule LBS contemplated herein, including, but not limited to:
 - (i) all applicable taxes that may be assessed against Third-Party for the receipt, injection, storage, withdrawal and/or delivery of Natural Gas by Transporter on behalf of Shipper;
 - (ii) all ad valorem taxes, property taxes and/or other similar taxes assessed against and paid by Third-Party associated with Natural Gas stored by Transporter on behalf of Shipper; and
 - (iii) all other fees and charges as set forth in Third-Party's currently effective FERC Gas Tariff that are applicable to the rate schedule pursuant to which Third-Party is providing service to Transporter; and
 - (f) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, including Section 7 herein, Shipper's Rate Schedule LBS Service Agreement, the Statement of Rates or the GT&C including, but not limited to, Sections 12.3(f), 12.4(c), 14.2, 14.3, 14.4, 18.5, and 31.
- 5.3 All charges that may be assessed to Transporter by Third-Party as contemplated in Sections 5.2(d) and 5.2(e) herein will be recovered from all Rate Schedule LBS Shippers in accordance with the mechanism set forth in Section 5.4 herein.
- 5.4 In any Month, should Transporter incur any charges as set forth in Sections 5.2(d) and 5.2(e) herein ("Unrecovered LBS Costs"), then all such Unrecovered LBS Costs will be summed by Transporter for that Month. Shipper will be responsible for its pro rata share of the Unrecovered LBS Costs incurred by Transporter in that Month, whereby Shipper's pro rata share will be defined as the percentage of Shipper's LBS MSQ in that Month divided by the sum of the total LBS MSQ of all Shippers in that Month. The Unrecovered LBS Costs will be invoiced to Shipper on the same monthly invoice as the charges set forth in Section 5.2 herein and will be subject to the same terms and conditions as set forth in Transporter's Tariff.
- 5.5 Shipper shall have the option to verify any modified rates or charges imposed by Third-Party on Transporter pursuant to Section 5.2(e) herein, subject to the provisions of this Section 5.5. Upon request of Shipper, Transporter will supply for Shipper's review any documentation reasonably required by Shipper to support and/or verify any change in the existing rates for service, or any charges not supported by existing rates for such service as may exist from time-to-time. The costs associated with any verification of rates or charges contemplated in this Section 5.5 will be the responsibility of Shipper. Notwithstanding the verification provisions of this Section 5.5, under no circumstances shall Shipper be permitted to challenge the prudence or reasonableness of any Proactive Management decisions made by Transporter that result in any charges pursuant to Section 5.2(d) herein.
- 5.6 Should Transporter receive any credits or rate reductions (to the extent not already reflected in a reduction in the Shipper's charges or fees) from Third-Party that are associated with Rate Schedule LBS charges or fees for which Shipper has previously paid, then Transporter agrees to apply any such credits or reductions to Shipper's next monthly invoice immediately following Transporter's receipt of any such credit. Shipper's share of any such credit or reductions to be applied by Transporter will be based upon the percentage calculated by (i) the total fees and/or charges originally paid by Shipper that relate to the credit or reduction received by Transporter; divided by (ii) the total fees and/or charges paid by all Shippers that relate to the credit or reduction received

by Transporter.

6. THIRD-PARTY TRANSPORTATION USE GAS AND THIRD-PARTY INJECTION USE GAS

- 6.1 Shipper shall provide in-kind reimbursement of Third-Party Transportation Use Gas and Third-Party Injection Use Gas, as applicable, for all LBS Undertake Quantities and LBS Overtake Quantities. Specifically, Shipper shall be responsible for Third-Party Transportation Use Gas and Third-Party Injection Use Gas associated with all of Shipper's LBS Undertake Quantities. Shipper shall be responsible for Third-Party Transportation Use Gas associated with all of Shipper's LBS Overtake Quantities.
- 6.2 On any Day, Shipper's LBS Undertake Quantity may not exceed Shipper's LBS Undertake MDQ. Third-Party Transportation Use Gas and Third-Party Injection Use Gas will be deducted from Shipper's LBS Undertake Quantity.
- 6.3 On any Day, Shipper's LBS Overtake Quantity may not exceed Shipper's LBS Overtake MDQ. Third-Party Transportation Use Gas will be deducted from Shipper's LBS Overtake Quantity.
- 6.4 Shipper will not be permitted to net the quantity of Third-Party Transportation Use Gas or Third-Party Injection Use Gas for which Shipper would otherwise be responsible on any Day if Shipper utilizes both LBS Undertake Quantities and LBS Overtake Quantities at different nomination cycles within the Day.
- 6.5 Shipper's LBS Account balance will be credited or reduced, as applicable, on a quarterly basis pursuant to Section 33 of the GT&C to reflect the Third-Party Use Gas Adjustment.

7. BILLING AND PAYMENT

The monthly bill for Natural Gas storage under this Rate Schedule shall be equal to the sum of the charges set forth in Section 5 of this Rate Schedule and pursuant to Section 8 of the GT&C.

8. DETERMINATION OF RECEIPTS AND DELIVERIES

Receipts and deliveries of Natural Gas under this Rate Schedule LBS shall be determined in accordance with the provisions of Section 13 of the GT&C.

9. IMPAIRMENT OF RECEIPTS AND DELIVERIES

- 9.1 Transporter shall provide service under this Rate Schedule on a commercially reasonable efforts basis. Rate Schedule LBS is provided through the use of Transporter line pack and off-system transportation and storage, and in certain operational circumstances, Transporter may be unable to provide all or part of Shipper's contracted service hereunder. In such event, Transporter is released from all claims and liability resulting from any failure to provide service under this Rate Schedule including, but not limited to, any claim for refund of charges relating to the services, except if such claims and liabilities result from the gross negligence or willful misconduct of Transporter.
- 9.2 In the event that Transporter, on any Day, is unable to receive and/or deliver the total Scheduled Quantities of all Shippers under any Rate Schedule of Transporter's Tariff, Transporter shall limit receipts and/or deliveries of Natural Gas in accordance with Section 12 of the GT&C.
- 9.3 Transporter will make commercially reasonable efforts to obtain refunds of all applicable Third-Party charges in the event that Transporter's failure to provide service pursuant to Rate Schedule

LBS is a result of the failure of Third Party. Should any refunds be obtained by Transporter pursuant to this Section 9.3, the proceeds, net of all costs incurred by Transporter to obtain such refunds, shall be refunded to Rate Schedule LBS Shippers.

10. MANAGEMENT OF SERVICE AND OPERATIONAL INTEGRITY

Transporter reserves the right to manage the provision of Rate Schedule LBS in the manner it deems most efficient and to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other Shippers in accordance with Section 12 of the GT&C.

11. GOVERNMENTAL AUTHORIZATIONS

Storage service under this Rate Schedule and effective Service Agreement(s) shall be implemented pursuant to any applicable authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

12. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined herein.

2. AVAILABILITY

2.1 This Rate Schedule is available to any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for interruptible transportation service under this Rate Schedule, and thus is a Shipper.

2.2 Transporter shall accept transportation requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 This Rate Schedule shall apply to the transportation of Natural Gas, on an interruptible basis, when and to the extent that Transporter determines that capacity is available in its existing Pipeline Facilities and at its existing Points of Receipt and Points of Delivery sufficient to provide service up to the quantity nominated by Shipper.

3.2 Service under this Rate Schedule shall be available on a daily basis for the receipt at Point(s) of Receipt of Natural Gas up to the MDQ set forth on Exhibit "A" to Shipper's IT-1 Service Agreement, the transportation of such quantities of Natural Gas, and the delivery at Point(s) of Delivery of Natural Gas up to such MDQ notwithstanding, all such nominated quantities that Transporter confirms and schedules shall be received by Transporter at the Point(s) of Receipt, and Thermally Equivalent Quantities less Transporter Use Gas quantities shall be delivered to Shipper or for Shipper's account at the Point(s) of Delivery. Service under this Rate schedule shall be interruptible. Service under this Rate Schedule shall not commence until Transporter and Shipper have executed a Rate Schedule IT-1 Service Agreement.

3.3 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or to expand the capacity of its Pipeline Facilities in order to provide transportation service under this Rate Schedule.

3.4 Nominations and scheduling of service under this Rate Schedule shall be in accordance with the procedures set forth in Sections 11 and 12 of the GT&C.

3.5 Allocations of capacity shall be determined in accordance with Section 13 of the GT&C.

4. POINTS OF RECEIPT AND DELIVERY, AND RATES OF FLOW

4.1 All Points of Receipt into Transporter's Pipeline Facilities from Joliet, Illinois to Ixonia, Wisconsin shall be available on an interruptible basis for nomination by Shippers who have executed an IT-1 Service Agreement.

- 4.2 All Points of Delivery out of Transporter's Pipeline Facilities from Joliet, Illinois to Ixonia, Wisconsin shall be available on an interruptible basis for nomination by Shippers who have executed an IT-1 Service Agreement.
- 4.3 Shipper shall deliver or cause to be delivered into Transporter's Pipeline Facilities Natural Gas at rates of flow in accordance with Section 15 of the GT&C.

5. RATES AND CHARGES

- 5.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule IT-1 Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates.
- 5.2 Service hereunder shall be subject to the following charges:
- (a) A usage charge equal to the product of the applicable maximum Rate Schedule IT-1 Usage Rate shown on the currently effective Statement of Rates, or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the quantity of Natural Gas delivered by Transporter for Shipper or for Shipper's account on each Day in the Month;
 - (b) Incidental charges necessary to recoup regulatory filing fees or similar fees incurred by Transporter in rendering service under this Rate Schedule;
 - (c) Applicable charges for daily Authorized Overrun quantities, if any; and
 - (d) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, Shipper's Rate Schedule IT-1 Service Agreement, the Statement of Rates or the GT&C including, but not limited to, Sections 12.3(f), 12.4(c), 14.1, 14.3, 14.4, 18.5, and 31.

6. AUTHORIZED OVERRUN

On any Day, Shipper may elect, with the prior approval of Transporter, to separately nominate quantities in excess of its MDQ. Scheduled Quantities in excess of Shipper's total MDQ shall be deemed to be Authorized Overrun. Unless otherwise specifically agreed to by Transporter on a not unduly discriminatory basis, the rate for daily Authorized Overrun quantities shall be the Rate Schedule IT-1 Maximum Daily Overrun Rate, as set forth on the Statement of Rates and shall be applied only to those quantities in excess of Shipper's MDQ.

7. UNAUTHORIZED OVERRUN

To the extent that Shipper delivers to or receives from Transporter quantities of Natural Gas on any Day in excess of Shipper's MDQ without prior approval of Transporter, such quantities shall be deemed to be daily Unauthorized Overrun. In addition to the Authorized Overrun Charge, Shipper shall pay a charge for each Dekatherm of Unauthorized Overrun equal to two (2) times the Rate Schedule IT-1 Maximum Usage Rate. When such Unauthorized Overrun impairs reliable service, Transporter shall provide Shipper with notice to cease immediately such Unauthorized Overrun. In the event Transporter has issued a notice pursuant to this Section 7, Shipper thereafter shall pay for each Dekatherm of Unauthorized Overrun a charge equal to the greater of \$10 or two-hundred percent (200%) of the Gas Price Index for the flow date on which the gas is transported.

8. TRANSPORTER'S USE GAS

Shipper shall provide at the Point(s) of Receipt Transporter's Use Gas in-kind, as may be set forth and in effect from time to time on the Statement of Rates.

9. BILLING AND PAYMENT

The monthly bill for Natural Gas transportation under this Rate Schedule shall be equal to the sum of the applicable charges set forth in Sections 5, 6 and 7 of this Rate Schedule and pursuant to Section 8 of the GT&C.

10. DETERMINATION OF RECEIPTS AND DELIVERIES

Receipts and deliveries of Natural Gas under this Rate Schedule IT-1 shall be determined in accordance with the provisions of Section 13 of the GT&C.

11. IMPAIRMENT OF RECEIPTS AND DELIVERIES

In the event that Transporter, on any Day, is unable to receive and/or deliver the total Scheduled Quantities of all Shippers under any Rate Schedule of Transporter's Tariff, Transporter shall limit receipts and/or deliveries of Natural Gas in accordance with Section 12 of the GT&C.

12. OPERATIONAL INTEGRITY

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other Shippers in accordance with Section 12 of the GT&C.

13. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreement(s) shall be implemented pursuant to any applicable authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

14. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE IT-2
INTERRUPTIBLE TRANSPORTATION SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined herein.

2. AVAILABILITY

2.1 This Rate Schedule is available to any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for interruptible transportation service under this Rate Schedule, and thus is a Shipper.

2.2 Transporter shall accept transportation requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 This Rate Schedule shall apply to the transportation of Natural Gas, on an interruptible basis, when and to the extent that Transporter determines that capacity is available in its existing Pipeline Facilities and at its existing Points of Receipt and Points of Delivery sufficient to provide service up to the quantity nominated by Shipper.

3.2 Service under this Rate Schedule shall be available on a daily basis for the receipt at Point(s) of Receipt of Natural Gas up to the MDQ set forth on Exhibit "A" to Shipper's IT-2 Service Agreement, the transportation of such quantities of Natural Gas, and the delivery at Point(s) of Delivery of Natural Gas up to such MDQ notwithstanding, all such nominated quantities that Transporter confirms and schedules shall be received by Transporter at the Point(s) of Receipt, and Thermally Equivalent Quantities less Transporter Use Gas quantities shall be delivered to Shipper or for Shipper's account at the Point(s) of Delivery. Service under this Rate Schedule shall be interruptible up to Shipper's MDQ except as provided in this Rate Schedule, the GT&C, and the executed Service Agreement. Service under this Rate Schedule shall be interruptible. Service under this Rate Schedule shall not commence until Transporter and Shipper have executed a Rate Schedule IT-2 Service Agreement.

3.3 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or to expand the capacity of its Pipeline Facilities in order to provide transportation service under this Rate Schedule.

3.4 Nominations and scheduling of service under this Rate Schedule shall be in accordance with the procedures set forth in Sections 11 and 12 of the GT&C.

3.5 Allocations of capacity shall be determined in accordance with Section 13 of the GT&C.

4. POINTS OF RECEIPT AND DELIVERY, AND RATES OF FLOW

4.1 All Points of Receipt into Transporter's Pipeline Facilities shall be available on an interruptible basis for nomination by Shippers who have executed an IT-2 Service Agreement.

- 4.2 All Points of Delivery out of Transporter's Pipeline Facilities shall be available on an interruptible basis for nomination by Shippers who have executed an IT-2 Service Agreement.
- 4.3 Shipper shall deliver or cause to be delivered into Transporter's Pipeline Facilities Natural Gas at rates of flow in accordance with Section 15 of the GT&C.

5. RATES AND CHARGES

- 5.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule IT-2 Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates.
- 5.2 Service hereunder shall be subject to the following charges:
- (a) A usage charge equal to the product of the applicable maximum Rate Schedule IT-2 Usage Rate shown on the currently effective Statement of Rates or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the quantity of Natural Gas delivered by Transporter for Shipper or for Shipper's account on each Day in the Month;
 - (b) Incidental charges necessary to recoup regulatory filing fees or similar fees incurred by Transporter in rendering service under this Rate Schedule;
 - (c) Applicable charges for daily and hourly Authorized Overrun quantities, if any; and
 - (d) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, Shipper's Rate Schedule IT-2 Service Agreement, the Statement of Rates or the GT&C including, but not limited to, Sections 12.3(f), 12.4(c), 14.1, 14.3, 14.4, 18.5, and 31.

6. AUTHORIZED OVERRUN

- 6.1 On any Day, Shipper may elect, with the prior approval of Transporter, to separately nominate quantities in excess of its MDQ. Scheduled Quantities in excess of Shipper's total MDQ shall be deemed to be Authorized Overrun. Unless otherwise specifically agreed to by Transporter on a not unduly discriminatory basis, the rate for daily Authorized Overrun quantities shall be the Rate Schedule IT-2 Maximum Daily Overrun Rate, as set forth on the Statement of Rates and shall be applied only to those quantities in excess of Shipper's MDQ.
- 6.2 During any hour, Shipper may elect, with the prior approval of Transporter, to receive quantities in excess of the MHDO as set forth in Section 15.3 of the GT&C. Such quantities in excess of the MHDO shall be deemed to be Hourly Authorized Overrun. Unless otherwise specifically agreed to by Transporter on a not unduly discriminatory basis, the rate for Hourly Authorized Overrun quantities shall be the Rate Schedule IT-2 Maximum Daily Overrun Rate, as set forth on the Statement of Rates, divided by 24 and applied only to those quantities in excess of Shipper's MHDO.

7. UNAUTHORIZED OVERRUN

- 7.1 To the extent that Shipper delivers to or receives from Transporter quantities of Natural Gas on any Day in excess of Shipper's MDQ without prior approval of Transporter, such quantities shall be deemed to be daily Unauthorized Overrun. In addition to the Authorized Overrun charge, Shipper shall pay a charge for each Dekatherm of Unauthorized Overrun equal to two (2) times the Rate Schedule IT-2 Maximum Usage Rate. When such Unauthorized Overrun impairs reliable service, Transporter shall provide Shipper with notice to cease immediately such Unauthorized Overrun. In the event Transporter has issued a notice pursuant to this Section 7.1, Shipper thereafter shall pay for each Dekatherm of Unauthorized Overrun a charge equal to the greater of \$10 or two-hundred percent (200%) of the Gas Price Index for the flow date on which the gas is transported.
- 7.2 During any hour, to the extent Shipper receives from Transporter quantities of Natural Gas in excess of the MHDO, as set forth in Section 15.3 of the GT&C, without prior approval of Transporter, such quantities shall be deemed to be Hourly Unauthorized Overrun. In addition to the Hourly Authorized Overrun charge, Shipper shall pay a charge for each Dekatherm of Hourly Unauthorized Overrun equal to two (2) times the maximum rate for Rate Schedule IT-2 divided by twenty-four (24). When such Hourly Unauthorized Overrun impairs reliable service, Transporter shall provide Shipper with notice to cease immediately such Hourly Unauthorized Overrun. In the event Transporter has issued a notice pursuant to this Section 7.2, Shipper thereafter shall pay for each Dekatherm of Hourly Unauthorized Overrun, a charge equal to the greater of \$10 or two-hundred percent (200%) of the Gas Price Index divided by 24 for the flow date on which the gas is transported.
- 7.3 Shipper shall pay only one Unauthorized Overrun charge when Shipper's Hourly Unauthorized Overrun results in a Daily Unauthorized Overrun. Shipper shall pay the higher of the Daily Unauthorized Overrun amount calculated pursuant to Section 7.1 above or the sum of the Hourly Unauthorized Overrun amount(s) calculated pursuant to Section 7.2 above.

8. TRANSPORTER'S USE GAS

Shipper shall provide at the Point(s) of Receipt Transporter's Use Gas in-kind, as may be set forth and in effect from time to time on the Statement of Rates.

9. BILLING AND PAYMENT

The monthly bill for Natural Gas transportation under this Rate Schedule shall be equal to the sum of the charges set forth in Sections 5, 6 and 7 of this Rate Schedule and pursuant to Section 8 of the GT&C.

10. DETERMINATION OF RECEIPTS AND DELIVERIES

Receipts and deliveries of Natural Gas under this Rate Schedule IT-2 shall be determined in accordance with the provisions of Section 13 of the GT&C.

11. IMPAIRMENT OF RECEIPTS AND DELIVERIES

In the event that Transporter, on any Day, is unable to receive and/or deliver the total Scheduled Quantities of all Shippers under any Rate Schedule of Transporter's Tariff, Transporter shall limit receipts and/or deliveries of Natural Gas in accordance with Section 12 of the GT&C.

12. OPERATIONAL INTEGRITY

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other Shippers in accordance with Section 12 of the GT&C.

13. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreement(s) shall be implemented pursuant to any applicable authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

14. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE EAW
ENHANCED AGGREGATION AND WHEELING SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined herein.

2. AVAILABILITY

2.1 This Rate Schedule is available to any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for service under this Rate Schedule, and thus is a Shipper.

2.2 Service under this Rate Schedule will be available at EAW Points.

3. APPLICABILITY AND CHARACTER OF SERVICE

3.1 The service provided hereunder is the enhanced aggregation and wheeling of Natural Gas up to the MDQ set forth in the Service Agreement, subject to the availability of capacity, the GT&C and the further provisions of the Service Agreement. Enhanced aggregation and wheeling shall be defined as the aggregation of Natural Gas from one or more physical and/or virtual Points of Receipt at or upstream of Transporter's Joliet, Illinois compressor station to a single EAW Point; and the disaggregation of Natural Gas from such EAW Point to one or more physical and/or virtual Points of Delivery at or upstream of Transporter's Joliet, Illinois compressor station under this Rate Schedule or Points of Delivery downstream of Transporter's Joliet, Illinois compressor station under another Service Agreement. This Rate Schedule shall apply to all enhanced aggregation and wheeling service rendered by Transporter for Shipper, pursuant to Transporter's blanket certificate or Part 284 of the regulations of the FERC and the executed Service Agreement for service under this Rate Schedule.

3.2 In order to accommodate the priority of service consistent with Section 12 of the GT&C, enhanced aggregation and wheeling service shall be designated as either firm or interruptible. Shipper shall execute a separate Service Agreement under this Rate Schedule for firm enhanced aggregation and wheeling service or for interruptible enhanced aggregation and wheeling service, as applicable. Shipper electing firm service under this Rate Schedule EAW shall designate firm Primary Point(s) of Receipt with associated MDRO and firm Primary Point(s) of Delivery with associated MDDO on Exhibit "A" of the Rate Schedule EAW Service Agreement. If Designated Limited Notice Points of Receipt are also applicable pursuant to Section 3.3 below, then such points and quantities shall also be specified on Exhibit "A."

3.3 Linking EAW Service with FT-1 or FT-2 Service

(a) If a firm Shipper under this Rate Schedule EAW is also a Shipper under Transporter's Rate Schedule(s) FT-1 or FT-2, then Shipper may elect to link the two agreements by so designating such linkage in Exhibit "A" to Shipper's Rate Schedule EAW Service Agreement. To the extent that Shipper has linked its Service Agreement hereunder with a Rate Schedule(s) FT-1 or FT-2 Service Agreement, Shipper shall designate the desired quantity at each primary Point of Receipt and the Limited Notice Quantity at each specified Primary Point of Receipt on Exhibit "A" of Shipper's Rate Schedule EAW Service Agreement and an equivalent primary receipt point quantity and Limited Notice Quantity at the EAW Point as its Primary Point of Receipt on Exhibit "A" of its Rate

Schedule FT-1 Service Agreement or Rate Schedule FT-2 Service Agreement.

- (b) If a firm Shipper under this Rate Schedule (i) is also a Shipper under Transporter's Rate Schedule(s) FT-1 or FT-2, and (ii) has a Maximum Daily Quantity under its Rate Schedule EAW Service Agreement at least equal to its Limited Notice Quantity, then Shipper may elect to exercise its Rate Schedule FT-1 or Rate Schedule FT-2 Designated Limited Notice Point(s) of Receipt rights for use under such Rate Schedule EAW Service Agreement to receive Natural Gas hereunder up to its Limited Notice Quantity in accordance with Section 17.2 of the GT&C, provided that such an election shall not create or be deemed to create a Limited Notice Quantity entitlement for such Shipper greater than that quantity to which Shipper would otherwise be entitled under Rate Schedule(s) FT-1 or FT-2. A Shipper's election to exercise its Designated Limited Notice Point(s) of Receipt rights in conjunction with its service under this Rate Schedule shall be set forth in Exhibit "A" to Shipper's Rate Schedule EAW Service Agreement.
- (c) To the extent that Shipper has linked its Rate Schedule EAW Service Agreement with a Rate Schedule(s) FT-1 or FT-2 Service Agreement, in the event that Transporter's Use Gas included in the Statement of Rates changes, such fuel adjustment will modify the total MDQ + Fuel, MDRO + Fuel and the MDDO + Fuel included in Exhibit "A" of Shipper's Rate Schedule EAW Service Agreement. Subject to the provisions of Transporter's Tariff, Transporter and Shipper shall amend Exhibit "A" accordingly.
- (d) The Base MDQ set forth in Exhibit "A" of Shipper's Rate Schedule EAW Service Agreement shall be equal to the currently effective MDQ of the linked Rate Schedule FT-1 or FT-2 Service Agreement. Upon any change in such linked agreement MDQ: Shipper shall notify Transporter of the desired allocation of the restated Base MDRO and MDRO + Fuel among Point(s) of Receipt, the desired allocation of the restated Base MDDO and MDDO + Fuel among Point(s) of Delivery and the desired Limited Notice Quantity; and, subject to the provisions of Transporter's Tariff, Transporter and Shipper shall amend Exhibit "A" accordingly.

3.4 Service under this Rate Schedule shall be provided as follows:

- (a) Shipper shall submit an Aggregation Nomination that shall be a nomination on Shipper's Service Agreement(s) under this Rate Schedule identifying the quantity of Natural Gas to be delivered from specified Point(s) of Receipt to Shipper's EAW Point as specified in the Service Agreement under this Rate Schedule.
- (b) Shipper must also submit a Disaggregation Nomination on Shipper's Service Agreement under this Rate Schedule or another of Transporter's Rate Schedules identifying the business entity (and package ID if so desired) and quantity of Natural Gas that Shipper authorizes to be delivered from the specified EAW Point to related Service Agreements. Such nomination must be in accordance with Section 11 of the GT&C with respect to nomination procedures and timelines.
- (c) Total daily quantities of Natural Gas delivered to the EAW Point under Aggregation Nomination(s) must equal the total daily quantities of Natural Gas nominated from that EAW Point under Disaggregation Nomination(s). To the extent that Shipper's Aggregation Nomination(s) to the EAW Point and Disaggregation Nomination(s) from that EAW Point do not balance, Transporter shall balance such nominations during the applicable nomination cycle in the following manner:

- (i) In the event the total quantity of the Aggregation Nomination(s) is in excess of the total quantity of the Disaggregation Nomination(s), Transporter shall reduce Shipper's Aggregation Nomination(s) using the schedule ranks provided by Shipper to Transporter.
 - (ii) In the event the total quantity of the Disaggregation Nomination(s) is in excess of the total of the Aggregation Nomination(s), Transporter shall use Shipper's schedule ranks on the Disaggregation Nomination(s) provided by Shipper to determine reductions under the related Service Agreements into which Natural Gas is being delivered from the EAW Point.
 - (A) To the extent that multiple transactions exist within a Service Agreement, then the schedule ranks on the transactions received at said EAW Point shall be used to make reductions at the transaction level.
 - (B) To the extent that Transporter does not receive schedule ranks on either the Disaggregation Nomination(s), the Aggregation Nomination(s) or the transportation transactions under which Natural Gas is being delivered from the EAW Point, Transporter shall make reductions on a pro-rata basis; provided, however, that Transporter shall reduce transactions from physical points prior to reducing transactions that do not involve the physical movement of Natural Gas.
- 3.5 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or expand the capacity of its Pipeline Facilities in order to provide enhanced aggregation and wheeling service under this Rate Schedule.

4. RATES AND CHARGES

- 4.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the currently effective Statement of Rates and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Shipper's effective Rate Schedule EAW Service Agreement. Unless Transporter and Shipper otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates.
- 4.2 Service hereunder shall be subject to the following charges:
- (a) For firm service, a reservation charge equal to the product of the applicable Rate Schedule EAW Reservation Rate shown on the currently effective Statement of Rates or such other reservation rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the MDQ specified in Shipper's executed Rate Schedule EAW Service Agreement;
 - (b) For interruptible service, a usage charge equal to the product of the Rate Schedule EAW Usage Rate shown on the currently effective Statement of Rates, or such other usage rate agreed to by Shipper and Transporter pursuant to Section 26.1 or Section 26.2 of the GT&C, and the quantity of Natural Gas delivered by Transporter to the EAW Point on each Day in the Month;
 - (c) Applicable charges for Authorized Overrun quantities, if any, equal to the maximum Authorized Overrun rates shown on the currently effective Statement of Rates or such

other overrun rate to which Transporter specifically agrees multiplied by the quantity of Natural Gas delivered for Shipper or Shipper's account on each Day in the Month as Authorized Overrun; and

- (d) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, Shipper's Rate Schedule EAW Service Agreement, the Statement of Rates or the GT&C including, but not limited to, Sections 12.3(f), 12.4(c), 14.1, 14.3, 14.4, 18.5, and 31.

5. AUTHORIZED OVERRUN

If Shipper has executed a firm Service Agreement under this Rate Schedule EAW, Shipper may elect on any Day, with the prior approval of Transporter, to receive, ship and deliver quantities in excess of its MDQ, MDRO or MDDO. Such quantities in excess of Shipper's total MDQ, MDRO or MDDO shall be deemed to be Authorized Overrun. Unless otherwise specifically agreed to by Transporter on a not unduly discriminatory basis, the rate for Authorized Overrun quantities shall be the 100 percent load factor equivalent of the maximum EAW rate applied only to those quantities in excess of MDQ, and shall be set forth on the Statement of Rates.

6. UNAUTHORIZED OVERRUN

To the extent that Shipper with a firm Service Agreement under this Rate Schedule EAW delivers to or receives from Transporter quantities of Natural Gas on any Day in excess of Shipper's total MDQ without prior approval of Transporter, such quantities shall be deemed to be Unauthorized Overrun. In addition to the Authorized Overrun charge, Shipper shall pay a charge for each Dekatherm of Unauthorized Overrun equal to two (2) times the maximum rate for Rate Schedule EAW. When such Unauthorized Overrun impairs reliable service, Transporter shall provide Shipper with notice to cease immediately such Unauthorized Overrun. In the event Transporter has issued a notice pursuant to this Section 6, Shipper thereafter shall pay for each Dekatherm of Unauthorized Overrun a charge equal to the greater of \$10 or two-hundred percent (200%) of the Gas Price Index for the flow date on which the gas is transported.

7. TRANSPORTER'S USE GAS

With respect to all Natural Gas received by Transporter from or for the account of Shipper under this Rate Schedule from a Low Pressure Receipt Point, Shipper shall provide at the Point(s) of Receipt Transporter's Use Gas in-kind, as may be set forth and in effect from time to time on the Statement of Rates. Natural Gas received by Transporter from or for the account of Shipper from a Point of Receipt that is not a Low Pressure Receipt Point shall not be subject to a Transporter's Use Gas charge under this Rate Schedule.

8. BILLING AND PAYMENT

The monthly bill for Natural Gas transportation under this Rate Schedule shall be equal to the sum of the applicable charges set forth in Section 4 of this Rate Schedule and Section 8 of the GT&C.

9. RELEASE OF FIRM CAPACITY

Any Shipper receiving firm service under this Rate Schedule EAW shall have the right on a permanent or temporary basis to release its firm capacity rights in accordance with Section 21 of the GT&C.

10. DETERMINATION OF RECEIPTS AND DELIVERIES

Receipts and deliveries of Natural Gas under this Rate Schedule EAW shall be determined in accordance with the provisions of Section 13 of the GT&C.

11. IMPAIRMENT OF RECEIPTS AND DELIVERIES

In the event that Transporter, on any Day, is unable to receive and/or deliver the total Scheduled Quantities of all Shippers under any Rate Schedule of Transporter's Tariff, Transporter shall limit receipts and/or deliveries of Natural Gas in accordance with Section 12 of the GT&C.

12. OPERATIONAL INTEGRITY

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other Shippers in accordance with Section 12 of the GT&C.

13. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreement(s) shall be implemented pursuant to any applicable authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

14. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE PAL
PARKING AND LENDING SERVICE

1. DEFINITIONS

The terms used in this Rate Schedule shall have the meaning set forth in Section 2 of the GT&C, unless otherwise defined therein.

2. AVAILABILITY

- 2.1 This Rate Schedule is available to any Person that has (a) requested service under this Rate Schedule; (b) satisfied the requirements of Section 10 of the GT&C; and (c) entered into a Service Agreement with Transporter for service under this Rate Schedule, and thus is a Shipper.
- 2.2 Transporter shall accept written requests for service under this Rate Schedule in accordance with Section 10 of the GT&C.

3. APPLICABILITY AND CHARACTER OF SERVICE

The service provided hereunder permits Shipper to nominate Natural Gas, made available to Transporter by Shipper in connection with a separate nomination pursuant to Rate Schedule(s) FT-1, FT-2, IT-1, IT-2 or EAW Service Agreement in order to render Parking and Lending service under this Rate Schedule PAL, up to the maximum parked quantity or maximum loaned quantity set forth in the Service Agreement, subject to the GT&C and the further provisions of the Service Agreement. Transporter shall not be required to receive or deliver quantities of Natural Gas on any day for which there is insufficient available capacity under Shipper's Service Agreements to deliver Natural Gas or to receive Natural Gas from the PAL Point. Parking and Lending service shall not impede Transporter's ability to meet its firm service requirements, including Transporter's system requirements.

- 3.1 The PAL Point may be any point on Transporter's system, or any point available to Transporter under any contract for off-system service acquired by Transporter pursuant to Section 29.9 of the General Terms and Conditions, that has been designated as a PAL Point and posted on Transporter's Web Site. Shipper may nominate delivery of Natural Gas to its PAL Point or receipt of Natural Gas from its PAL Point, subject to the nomination and confirmation procedures in Section 11 of the GT&C. Subject to Section 3.5 and 3.6 herein, Natural Gas may be parked or loaned for a minimum of one day. The term of service shall be set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement for Parking and Lending service and such term may be extended by Transporter as permitted by system operating conditions. Transporter and Shipper may agree to a schedule, over which nominations may be ratable, for the initial park or loan period and the subsequent redelivery period, as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement. Where Transporter and Shipper have agreed to a ratable schedule, the quantities shall be nominated in an equal amount over the course of the corresponding period.

3.2 Park and Loan (PAL) Service Options

Transporter and Shipper shall agree on one of the PAL service options listed below and as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement.

- (a) Shipper Nominated Parking/Lending (NPL)

Shipper Nominated Parking/Lending (NPL) is a service option that allows a Shipper to request a parking and/or lending service from Transporter, subject to availability, on

Transporter's system, for a specified quantity at a designated PAL Point in each of the supported nomination and scheduling cycles. This service option is an interruptible service option subject to the applicable PAL NPL Service Usage Rate. For purposes of this service option, the quantity of gas parked and/or loaned shall be the actual quantity of gas parked or loaned.

(b) Shipper Requested Term Parking/Lending (RPL)

Shipper Requested Term Parking/Lending (RPL) is a service option that allows a Shipper to request and pre-authorize a parking and/or lending service from Transporter, subject to availability, for a specific quantity at a designated PAL Point for a mutually agreed upon term. For purposes of this service option, the quantity of gas parked and/or loaned shall be the quantities set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement.

The RPL service option is a pre-authorized service option subject to a reservation charge with reservation charge credits if Transporter is unable to provide the nominated PAL RPL service quantities as further described in Section 4.3 of this Rate Schedule PAL.

- 3.3 Parking service shall consist of the receipt of Natural Gas by Transporter at the PAL Point, the holding of the parked quantity for Shipper's account and Transporter's redelivery of the parked quantity to Shipper at the PAL Point.
- 3.4 Lending service shall consist of the advancement of Natural Gas by Transporter at the PAL Point for Shipper's account and Shipper's redelivery of the loaned quantity to Transporter at the PAL Point. Nominations to receive such loaned quantity of Natural Gas shall be confirmed at Transporter's sole discretion.
- 3.5 Shipper may be required, upon notification from Transporter, to cease or reduce deliveries to or receipts from its Parking service within the Day, or to receive from Parking all, or any part, of its parked quantity under this Rate Schedule PAL as rapidly as is consistent with Transporter's operating capabilities or Transporter's rights under contracts for services obtained pursuant to Section 29.9. Any parked quantity not removed in accordance with Transporter's notice within five (5) days of Transporter giving Shipper such notice shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims; provided, however, that Transporter shall extend the time available for Shipper to remove any portion of its parked quantity by one day for every day that Transporter has been unable to schedule such parked quantity through no fault of Shipper. To the extent operationally feasible, if it determines that it should recall some but not all Parking service, Transporter shall recall NPL service before recalling RPL service.
- 3.6 Shipper may be required, upon notification from Transporter to deliver all, or any part, of its loaned quantity as rapidly as is consistent with Transporter's operating capabilities or Transporter's rights under contracts for services obtained pursuant to Section 29.9. Any quantity of Natural Gas not delivered to Transporter in accordance with Transporter's notice within three (3) days of Transporter giving Shipper such notice shall be subject to an OFO and the Tier 1 OFO penalty in accordance with Section 18 of Transporter's GT&C; provided, however, Transporter shall extend the time available for Shipper to deliver any portion of its loaned quantity by one day for every day that Transporter has been unable to schedule such loaned quantity through no fault of Shipper. To the extent operationally feasible, if it determines that it should recall some but not all Lending service, Transporter shall recall NPL service before recalling RPL Service.
- 3.7 Except as provided in Section 27 of the GT&C, Transporter shall have no obligation to add any facilities or expand the capacity of its Pipeline Facilities in order to provide PAL service under

this Rate Schedule.

- 3.8 Service under this Rate Schedule shall be confirmed and scheduled after all firm and interruptible transportation services offered by Transporter are confirmed and scheduled. The RPL service option shall be confirmed and scheduled before the NPL service option. Each shall be confirmed and scheduled on the basis of the Shipper paying the highest revenue commitment at a Parking Point or Lending Point within the applicable service option. Ties will be confirmed and scheduled on a pro rata basis within the applicable service option.

Confirmed and scheduled quantities of gas parked or loaned by Transporter cannot be bumped by new requests for parking and/or lending service.

4. RATES

The rates and charges for service under this Rate Schedule PAL shall be as follows:

4.1 NPL Daily Parking/Lending Charge

The Daily Parking/Lending Charge to be invoiced monthly for NPL service shall be the applicable PAL daily usage rate as set forth on Transporter's Statement of Rates, multiplied by the actual quantity of gas parked or loaned each day.

4.2 RPL Daily Parking/Lending Charge

The Daily Parking/Lending Charge to be invoiced monthly for RPL service shall be the applicable PAL daily reservation rate as set forth on Transporter's Statement of Rates, multiplied by the quantity Transporter has made available to be parked or loaned as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement multiplied by the number of days within such month that a RPL service commitment is in effect as set forth on Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement.

4.3 RPL Daily Parking/Lending Charge Reservation Charge Credit

To the extent Transporter fails to make available the requested RPL quantities during the agreed upon term as set forth in Exhibit "A" of Shipper's Rate Schedule PAL Service Agreement, and such failure is the result of action or inaction within the reasonable control of Transporter including the failure of Transporter to provide the related confirmed transportation service necessary to provide the requested RPL quantities to or from the applicable PAL Point, then the RPL reservation charge shall be reduced by an amount equal to the applicable daily reservation rate per Dekatherm times the difference between the quantity nominated by Shipper and the actual quantity tendered and delivered or received at the applicable PAL Point by Transporter. Notwithstanding, Shipper shall not receive a PAL RPL reservation charge credit to the extent Transporter and Shipper agree to an alternate means of satisfying Shipper's PAL request (such as by transporting quantities to or from another PAL Point).

4.4 Range of Rates

Unless otherwise agreed to between Shipper and Transporter pursuant to Section 26 of the GT&C, any rate applicable to a Shipper for service hereunder shall be the applicable maximum rate as set forth on the effective Statement of Rates of Transporter's Tariff, as may be changed from time to time. If an amount less than the applicable maximum rate and not less than the applicable minimum rate is agreed upon, such amount shall be applied prospectively in accordance with such agreement. Transporter shall be responsible for compliance with any reporting requirements

prescribed by the Commission. Transporter shall not be required to render PAL service at a rate less than the maximum rate.

5. CURTAILMENT

Service under this rate schedule shall be curtailed based upon revenue commitment, with the highest revenue commitment receiving a higher priority than those quantities with a lower revenue commitment. For purposes of curtailment under this Section 5, the RPL service shall be deemed to have a higher revenue commitment than the NPL service option. Service shall be curtailed pro rata, if necessary, in the event two or more Shippers within the same service under this rate schedule have an equal revenue commitment and will be based on the validated nominated quantity.

6. GENERAL TERMS AND CONDITIONS

The GT&C are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control, except that such Rate Schedule, Service Agreement, and the GT&C shall be construed in a manner to be consistent unless the context clearly indicates otherwise.

RATE SCHEDULE MA
MARKET AGGREGATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for any Person (Aggregator) which has

- (a) requested aggregation service at delivery point(s) it operates on Transporter's system;
- (b) executed a Rate Schedule MA Service Agreement (MA Agreement) with Transporter for service under Rate Schedule MA pursuant to Section 10 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule permits Aggregator to aggregate quantities of Natural Gas at a Market Aggregation Point (MA Point) for subsequent delivery to the physical delivery point(s) identified in Exhibit "A" of the MA Agreement pursuant to the terms and conditions set forth herein.
- 2.2 To be eligible for designation under Delivery Point(s) on Exhibit "A" of the MA Agreement, each Delivery Point must be a physical delivery point operated by Aggregator whose nominations are confirmed by Aggregator. Additionally, Aggregator must have an executed Operational Balancing Agreement with Transporter at each Delivery Point detailed on Exhibit "A". Aggregator also must designate one Delivery Point on Exhibit "A" of the MA Agreement to be utilized for balancing, unless otherwise mutually agreed upon, to facilitate daily and cumulative imbalance tracking under the respective Operational Balancing Agreement.
- 2.3 The MA Point shall be assigned a milepost number and location code on Transporter's system and shall be identified on Exhibit "A" of the MA Agreement. Transporter shall only accept nominations at an MA Point from a party with an MA Agreement.
- 2.4 The quantity of gas at the MA Point for a given Gas Day shall be the total of the actual metered quantities at the Delivery Point(s) set forth in Exhibit "A" of the MA Agreement and shall be used to determine any operational imbalance at the MA Point.
- 2.5 Any Shipper on Transporter's system shall not be precluded from nominating quantities directly to the Delivery Point(s) listed on Exhibit "A" of the MA Agreement.
- 2.6 If a firm Shipper under this Rate Schedule MA is also a Shipper under Transporter's Rate Schedule(s) FT-1 or FT-2, then Shipper may elect to link the two agreements by so designating such linkage in Exhibit "A" of Shipper's Rate Schedule MA Service Agreement. The MA Maximum Aggregation Quantity set forth on Exhibit "A" shall be equal to the currently effective MDQ of the linked rate schedule FT-1 or FT-2 Service Agreement. Upon any change in such MDQ in the linked FT-1 or FT-2 Service Agreement, and subject to the terms of Transporter's Tariff, Transporter and Shipper shall amend Exhibit "A" to the linked Rate Schedule MA Service Agreement accordingly.

3. RATES AND PAYMENT

- 3.1 The applicable maximum and minimum rates for service under this Rate Schedule are set forth on the effective Statement of Rates and are incorporated herein by reference. The rates under this Rate Schedule are subject to discount, negotiation, change and adjustment pursuant to Section 26 of the GT&C and pursuant to Aggregator's effective Rate Schedule MA Service Agreement.

Unless Transporter and Aggregator otherwise agree in writing, the applicable rate for service under this Rate Schedule shall be the maximum rate shown on the currently effective Statement of Rates of Transporter's Tariff.

3.2 Service hereunder shall be subject to the following charges

- (a) A usage charge equal to the product of the applicable maximum Rate Schedule MA Rate shown on the effective Statement of Rates, or such other rate agreed to by Aggregator and Transporter pursuant to Section 26 of the GT&C, and the quantity of Natural Gas scheduled to the MA Point in the Month;
- (b) Incidental charges necessary to recoup regulatory filing fees or similar fees incurred by Transporter in rendering service under this Rate Schedule; and
- (c) Any other applicable surcharges, penalties, or other charges due to Transporter under the terms of this Rate Schedule, Aggregator's Rate Schedule MA Service Agreement, and the GT&C.

4. NOMINATIONS, ALLOCATIONS, CONFIRMATIONS, AND SCHEDULING

- 4.1 Aggregator shall be responsible for confirming nominations at the MA Point and at the Delivery Point(s) identified on Exhibit "A" of the MA Agreement.
- 4.2 In the event of an interruption or reduction in the supplies or markets, or in the event that pipeline operating conditions require Transporter to adjust scheduled receipts or deliveries, Transporter shall allocate quantities at the Delivery Point(s) identified on Exhibit "A" of the MA Agreement.

5. OPERATIONAL INTEGRITY

Where possible, Transporter will make flow adjustments at the point(s) set forth on Exhibit "A" of the MA Agreement throughout a Day to balance the MA Point. Transporter reserves the right to take further actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to firm Shippers in accordance with Section 12 of the GT&C.

6. GENERAL TERMS AND CONDITIONS

Service under this Rate Schedule is subject to the General Terms and Conditions contained in Volume 1 of Transporter's FERC Gas Tariff as may be amended from time to time. To the extent there is an inconsistency between a term or condition in this Rate Schedule and the General Terms and Conditions, the General Terms and Conditions shall govern. To the extent there is an inconsistency between a term or condition in this Rate Schedule and the applicable MA Agreement, then the terms and conditions of this Rate Schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

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Part 7.0 - Rate Schedules, v.0.0.0, Effective 8/31/2010

Part 7.10 - Firm Transportation Service (FT-1), v.1.0.0, Effective 9/7/2016

Part 7.11 - Firm Transportation Service (FT-2), v.1.0.0, Effective 9/7/2016

Part 7.20 - Off-System Storage Service (OSS), v.4.0.0, Effective 9/7/2016

Part 7.21 - Load Balancing Service (LBS), v.4.0.0, Effective 9/7/2016

Part 7.30 - Interruptible Transportation Service (IT-1), v.1.0.0, Effective 9/7/2016

Part 7.31 - Interruptible Transportation Service (IT-2), v.1.0.0, Effective 9/7/2016

Part 7.40 - Enhanced Aggregation and Wheeling Service (EAW), v.1.0.0, Effective 9/7/2016

Part 7.41 - Parking and Lending Service (PAL), v.4.0.0, Effective 5/4/2018

Part 7.42 - Market Aggregation Service (MA), v.1.0.0, Effective 4/1/2016