

PART 6 – RATE SCHEDULES

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FT RATE SCHEDULE
Firm Transportation Service

1. AVAILABILITY

- 1.1 This rate schedule is available for transportation service by National Fuel Gas Supply Corporation (hereinafter called “Transporter”) for any person (hereinafter called “Shipper”) provided that: (i) capacity is available on all portions of Transporter’s system (including primary receipt and delivery points) necessary to provide service on a firm basis throughout the requested term; (ii) Shipper makes a request for service as set forth in Section 31 of the General Terms and Conditions and executes a service agreement for firm transportation service under this FT Rate Schedule in the form contained in this tariff; and (iii) said service complies with the terms and conditions of this FT Rate Schedule.
- 1.2 For purposes of determining the availability of service in processing requests for service hereunder, Transporter shall not grant any said request for transportation service: (i) for which capacity is not available on any portion of its system necessary to provide such service on a firm basis; provided, however, that Transporter may not reject a request for service hereunder solely because of the absence of equipment sufficient to provide Transporter with measurement information from a supervisory control and data acquisition (“SCADA”) system and the ability to remotely adjust gas flows via a SCADA system, at any delivery point, unless the installation of such equipment would not be operationally feasible, as determined by Transporter; (ii) which could in Transporter’s judgment interfere with the integrity of its system, or service to existing firm transportation or storage customers; or (iii) if such service does not comply with this FT Rate Schedule or the FT Service Agreement. Transporter shall not be required to grant any said request for transportation service which would require the construction, modification, expansion or acquisition of any facilities. Availability of service is also subject to Section 31 of the General Terms and Conditions - Qualification for Service.
- 1.3 While a determination of capacity on Transporter’s system is reported once each year, on March 1st, in accordance with Section 284.13(d)(2) of the Commission’s regulations, determination of available firm capacity on Transporter’s system shall be made from time to time as capacity becomes available or as requests for service are received hereunder. Subject to Sections 10, 11 and 26 of the General Terms and Conditions of this tariff,

in processing requests for service hereunder, Transporter shall allocate any available firm capacity to persons which make a valid request under Section 31 of the General Terms and Conditions, on a first come, first served basis determined as of the date Transporter received a valid request.

- 1.4 Upon the request of Shipper, firm primary delivery or receipt points may be added or deleted from time to time provided Transporter can provide service at such points on a firm basis, provided, however, that Transporter shall have no obligation to agree to a change in Shipper's primary receipt or delivery point if such change would result in a decrease in Shipper's rate or the revenues received from Shipper under the applicable Transportation Service Agreement. The availability of service at secondary receipt and delivery points is described in Section 2.4 hereof.
- (a) Availability of service at new primary delivery point(s) will be subject to the provisions of this Section 1, and the reassignment of the Shipper's Contract MDTQ, as defined in Section 2.3, among its existing and new primary delivery point(s).
 - (b) Availability of service at new primary receipt point(s) will be subject to the provisions of this Section 1, and the reassignment of the Shipper's Contract MDTQ, as defined in Section 2.3, among its existing and new primary receipt points.
 - (c) A request for a change in primary receipt or delivery points shall be set forth on Transporter's Service Request Form, however, the information specified in subsections (c) and (f) of Section 31.1 of the General Terms and Conditions may be omitted.
 - (d) A change will not be made to a primary receipt or delivery point if such change would require capacity that is posted for bidding under Section 26 of the General Terms and Conditions, unless such capacity remains available at the end of the posting period.
- 1.5 With the exception of the Market Pooling Points identified in Section 4.1 of the MPPAS Rate Schedule, this FT Rate Schedule is available only for transportation to delivery points that are equipped with equipment sufficient to provide Transporter with measurement information from a SCADA system and the ability to remotely adjust gas flows via a SCADA system. All primary receipt points must also be equipped with such equipment. Notwithstanding the foregoing, "Transporter's Storage Facilities" may be used as a secondary receipt point or a secondary delivery point under an FT Service Agreement, and Market Pooling Points

identified in Section 4.1 of the MPPAS Rate Schedule may be used as primary or secondary receipt or delivery points under an FT Service Agreement. Transporter may waive the requirement that points be equipped with measurement information from a SCADA system and the ability to remotely adjust gas flows via a SCADA system on a non-discriminatory basis with respect to a delivery point or primary receipt point if it determines that such equipment exists at another point on Transporter's system and can (a) control gas flows at the delivery or primary receipt point and (b) provide a close approximation of the quantity of gas flowing at such delivery or primary receipt point. In addition, Transporter may, on a non-discriminatory basis (i) waive the requirement to install equipment sufficient to provide it with the ability to remotely adjust gas flows via a SCADA system with respect to a delivery point or primary receipt point if it determines that such capability is not required for operational purposes at such point, and (ii) rescind any such waiver on thirty (30) days notice to affected shippers if it subsequently determines that such capability is required for operational purposes at such point.

- 1.6 In addition to the information specified in Section 31 of the General Terms and Conditions, a request for service under this rate schedule shall include the following:
- (a) Receipt/Delivery Points: The primary receipt and delivery points for the requested transportation together with the name of the entity delivering the gas to Transporter and the name of the entity to receive the gas from Transporter,
 - (b) Gas Quantities: The maximum daily transportation quantity (MDTQ) applicable to each primary receipt and delivery point, stated in dekatherms.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The transportation service provided under this FT Rate Schedule shall be performed under Subpart 284G of the Commission's Regulations or, where specifically referenced in the FT Service Agreement, Subpart 284B of such regulations. This FT Rate Schedule shall apply to all gas transported by Transporter for Shipper pursuant to an FT Service Agreement.
- 2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in Section 8 of the General Terms and Conditions hereof, or whenever necessary to maintain gas quality or the integrity of Transporter's system. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.
- 2.3 Service hereunder shall consist of the receipt by Transporter of natural gas tendered by Shipper for transportation at the primary receipt point(s) specified in the FT Service Agreement, or at secondary receipt points as described in Subsection 2.4 hereof, the transportation of that natural gas through or by use of Transporter's system, and the delivery of that natural gas, after reductions as set out in the FT Service Agreement and Section 3 of this FT Rate Schedule, by Transporter to Shipper or for Shipper's account at the primary delivery points specified in the FT Service Agreement, or at secondary delivery points as described in Subsection 2.4 hereof. Except as provided in Subsection 2.4 and Section 2.5 hereof, Shipper shall have no right:
- (a) to tender quantities of gas at any firm primary receipt point in excess of the Maximum Daily Transportation Quantity (MDTQ) specified in the FT Service Agreement for that receipt point,
 - (b) to tender quantities of gas in excess of the Contract MDTQ on any day at any combination of receipt points,
 - (c) to take delivery of quantities of gas at any firm primary delivery point in excess of the MDTQ specified in the FT Service Agreement for that delivery point, nor
 - (d) to take delivery of quantities of gas in excess of the Contract MDTQ on any day at any combination of delivery points.

The Contract MDTQ shall be the sum of the MDTQ's applicable to each primary receipt point. The sum of the MDTQ's applicable to each primary delivery point shall also equal the Contract MDTQ, net of applicable Transportation Fuel and Company Use Retention and Transportation LAUF Retention.

- 2.4 Subject to the provisions of this FT Rate Schedule, Transporter will:
- (a) accept natural gas tendered by Shipper at a secondary receipt point, and
 - (b) deliver natural gas for the Shipper's account at a secondary delivery point;

provided that such acceptance or delivery would not impair Transporter's ability to provide firm transportation (to another Shipper from a firm primary receipt point or to a firm primary delivery point) or firm storage service, and provided further that any such delivery point(s) are equipped with measurement, control and communication equipment required for firm delivery points. Use of secondary receipt and delivery points by FT Shippers shall be superior to the use of such points by interruptible shippers.

- 2.5 Shipper may request Transporter to receive, transport, and deliver quantities of natural gas in excess of Shipper's MDTQ on any day under the FT Service Agreement. In such case, Transporter will determine whether the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its other delivery obligations. Deliveries pursuant to such scheduled overrun transportation shall be subordinated to all firm transportation and firm storage services and shall be scheduled, together with transportation under Rate Schedule IT.
- 2.6 Service under this FT Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Transporter.
- 2.7 A shipper receiving service under this FT Rate Schedule shall not lose priority for purposes of this section by the renewal or extension of term of that service.
- 2.8 The FT Service Agreement (or for service agreements in effect as of June 1, 2002, Appendix B to Transporter's June 14, 2002, filing in

compliance with Order No. 637) shall indicate the transportation path through Transporter's system between Shipper's primary receipt and delivery point(s), and the receipt and delivery points located along the transportation path that are eligible as primary or secondary receipt or delivery points. Upon implementation of Transporter's new business system, Shipper may simultaneously nominate for and/or release its capacity in two or more segments along its transportation path, provided that the combined nominated and/or released quantities do not exceed Shipper's Contract MDTQ (or the portion thereof identified to a particular transportation path) in any such segment. Each such segment must be bounded by a primary receipt point and a delivery point eligible under Section 1.5 hereof or two delivery points eligible under Section 1.5 hereof. While any such segmented service is being provided to Shipper or its Replacement Shipper (as defined in Section 10 of the General Terms and Conditions) on a primary or secondary basis, neither Shipper nor its Replacement Shipper shall be eligible to use receipt or delivery points that are not located along the transportation path. The Commodity Charge (set forth in Section 3.2(a) hereof) the Transportation Fuel and Company Use Retention, and the Transportation LAUF Retention (both set forth in Section 3.3 hereof) shall be applied to each segmented service.

Notwithstanding Section 1.4(a) and (b) of this FT Rate Schedule, the establishment of a new primary receipt or delivery point along Shipper's transportation path for Shipper or its Replacement Shipper (as defined in Section 10 of the General Terms and Conditions) shall not require the reassignment of the Shipper's Contract MDTQ among its existing and new primary points unless Transporter's ability to provide firm service at the existing points relies upon operational conditions that would be changed in the establishment of the new primary point.

Subject to the limitations set forth above, Shipper's segmentation rights shall include the ability for Shipper or its replacement shippers to nominate a forwardhaul and a backhaul transportation to the same delivery point; provided that, with respect to gas flowing opposite to the direction that gas flows from Shipper's primary receipt point(s) to its primary delivery point(s), deliveries at such point (even if a primary point) shall have the priority set forth at Section 13.2(a)(iv) or 13.2(b)(iv) of the General Terms and Conditions, as applicable.

- 2.9 Reserved for future use.
- 2.10 Reserved for future use.

- 2.11 Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.

3. RATE

3.1 The maximum and minimum rates for service under this rate schedule are set forth on the currently effective Section 4.010 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this tariff.

3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:

- (a) Reservation Charge. A charge per month per Dth of Contract MDTQ.
- (b) Commodity Charge. A charge per Dth for all gas delivered by Transporter during the billing month, except gas delivered into storage for subsequent transportation by Transporter upon withdrawal and gas delivered into a Market Pool established in accordance with the MPPAS Rate Schedule.
- (c) Interruptible Gathering (“IG”) Charge. In the event that Transporter transports Shipper’s gas through any pipeline facilities, classified as gathering, a charge per Dth as set forth in Section 4.040 for all gas transported through such facilities during the billing month. Gas transported through the meters shown in the list updated from time to time on Transporter’s web site, shall be subject to the interruptible gathering rate.

The maximum IG rate applicable to a given month shall be based on the Bidweek Survey for Appalachia – Columbia Gas, as published by Natural Gas Intelligence and shall be determined in accordance with the table set forth in Section 4.010. Transporter shall post the interruptible gathering rate applicable for each month on its web site. If this index becomes unavailable, Transporter will file for approval of a substitute representative index and may, at its discretion, use such substitute representative index in the interim.

- (d) An amount to reimburse Transporter for filing fees paid to the Commission associated with the transportation service.

- (e) An amount to reimburse Transporter for the cost of any new facilities installed by Transporter to receive or deliver natural gas for the account of Shipper; including, but not limited, to equipment sufficient to provide Transporter with measurement information from a SCADA system and the ability to remotely adjust gas flows via a SCADA system.
- 3.3
- (a) Except as provided in this section, Transporter will retain the percent of receipts set forth in Section 4.010 as “Transportation Fuel and Company Use Retention” and the percent of receipts set forth in Section 4.010 as “Transportation LAUF Retention”. Transporter may from time to time determine point pairs on its system where the Transportation Fuel and Company Use Retention will not be applied to a particular transaction (“Zero Fuel Point Pair Transactions”). Zero Fuel Point Pair Transactions will be determined by a review of projected system flows and the indication that on an aggregate basis no incremental Transportation Fuel or Company Use will be required to facilitate those transactions. Transporter will post on its web site point pairs where the Transportation Fuel and Company Use Retention shall be zero, the quantity eligible for such treatment, and the term of such eligibility. To the extent that more requests for Zero Fuel Point Pair Transaction capacity are received than Transporter has eligible capacity, such capacity will be awarded pursuant to Section 13.2 of the General Terms and Conditions. If Transporter later determines that incremental Transportation Fuel and Company Use is required to facilitate a transaction that had previously been identified as not requiring incremental Transportation Fuel and Company Use, Transporter will post such information to its web site and will require Transportation Fuel and Company Use reimbursement on a going forward basis; provided, however, Transporter will continue to honor any Zero Fuel Point Pair Transactions with respect to primary receipt and delivery points for the shorter of (a) the term of the commitment as posted on Transporter’s web site or (b) the primary term of Shipper’s service agreement.
 - (b) Transporter will retain neither the Transportation Fuel and Company Use Retention nor the Transportation LAUF Retention on quantities scheduled for delivery into a Market Pool established under the MPPAS Rate Schedule.

- 3.4 Except as provided by valid rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates less than the maximum rates specified for this rate schedule in Section 4.010; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate for service under this Rate Schedule as set forth in Section 4.010.
- 3.5 Overrun Transportation: For each Dth of gas delivered by Transporter on any day in excess of Shipper's Contract MDTQ (whether or not scheduled), Shipper shall pay Transporter the applicable rate for Overrun Transportation set forth in Section 4.010 of this tariff.
- 3.6 Reservation Charge Credits:
- (a) General Rule and Applicability: In the event Transporter is unable to make deliveries of the quantity of gas to which Shipper has firm entitlements on any day under an FT service agreement and to which Shipper has nominated for delivery from a primary receipt point to a primary delivery point under such agreement in accordance with this tariff and stands ready to deliver to Transporter in accordance with this tariff, Transporter shall provide a reservation charge credit applicable to the quantity of gas that was nominated and confirmed by Shipper's supplier or upstream pipeline, net of applicable retentions for Transportation LAUF and Transportation Fuel and Company Use, but not delivered; provided, however, Transporter shall not be relieved of the obligation to provide a credit for failure to confirm a nomination for reasons within its control. Subject to Section 3.6(b), the quantity of gas to which the credit shall apply shall be determined as follows:
- (i) when Transporter has given notice of the unavailability of service at least twenty-four (24) hours prior to the 11:30 a.m. deadline for nominations leaving control of the nominating party in the Timely Nomination Cycle, pursuant to Section 13.1(a) of the General Terms and Conditions, (A) the lesser of the applicable MDTQ or the average of daily quantities nominated and confirmed from Shipper's primary receipt point to the Shipper's primary delivery point during the most recent seven (7) days preceding the date service became unavailable, during which service was available, less (B) the quantity measured as delivered at Shipper's primary delivery point and allocated to Shipper; or

- (ii) when Transporter has not given notice as specified in Section 3.6(a)(i), (A) the lesser of the applicable MDTQ or the quantity Shipper has nominated in accordance with this tariff, and which has been confirmed by Shipper's supplier or upstream pipeline, for the day, less (B) the quantity measured as delivered at Shipper's primary delivery point and allocated to Shipper;
- (b) Exceptions and Clarifications: Transporter shall not be obligated to provide a reservation charge credit with respect to quantities
 - (i) nominated by Shipper and subsequently delivered by Transporter at another primary or secondary delivery point during the day; provided that Shipper will not be obligated to submit nominations to another delivery point;
 - (ii) that Transporter is unable to schedule at a primary receipt or delivery point due to the allocation of capacity to a Shipper that was properly scheduled in an earlier nomination cycle that is not subject to reduction or "bumping" in the current cycle;
 - (iii) that Transporter delivered at the primary delivery point but were not allocated to Shipper because other shippers without primary firm priority at the point were ranked higher than Shipper under the applicable allocation method for the point;
 - (iv) that Transporter is unable to schedule or deliver due to a failure or inadequacy of supply, transportation or market upstream or downstream of Transporter's system, provided that this clause (iv) shall not apply when Transporter's inability to deliver gas is due to the incidence of force majeure, as defined in Section 8 of the General Terms and Conditions, affecting Transporter and an upstream or downstream pipeline;
 - (v) that Transporter does not accept at a primary receipt point in accordance with the Section 2 of the General Terms and Conditions (Gas Quality);
 - (vi) that Shipper elected not to receive at a primary delivery point, except when it refuses to accept deliveries because of

Transporter's failure to meet its obligations under this tariff;
or

- (vii) not delivered at a primary delivery point due to scheduled work on Transporter's facilities if Transporter and Shipper have mutually coordinated the timing of the scheduled work and the work is performed in accordance with that schedule.
- (c) Calculation of the Credit:
- (i) When Transporter's inability to deliver gas is due to the incidence of force majeure, as defined in Section 8 of the General Terms and Conditions, the reservation charge credit for the day shall equal the quantity of gas to which the credit applies multiplied by 28.00% of the reservation charge (the portion representing return on equity and related taxes) shown on the table appearing in Part 4 of this tariff, expressed as a daily rate (*i.e.*, the reservation charge times 12 (months) and then divided by 365 (days)); provided, however, that for discounted rate agreements, the credit shall be based on 100% of the portion of the contractual reservation rate, if any, that exceeds 72.00% of the maximum recourse rate, unless otherwise agreed to in writing by Transporter and Shipper.
 - (ii) When Transporter's inability to deliver gas is due to Transporter's scheduling of necessary maintenance and repair of facilities, the tie-in of new facilities, or other causes, excepting the circumstances addressed in Section 3.6(c)(i), the reservation charge credit for the day shall equal the quantity of gas to which the credit applies multiplied by the contractual reservation rate, expressed as a daily rate (*i.e.*, the reservation rate times 12 (months) and then divided by 365 (days)).
 - (iii) Any reservation charge credit will be reflected on the Shipper's monthly invoice and will be applied first to any balances owed by Shipper.
 - (iv) For capacity release transactions, reservation charge credits applicable to the Replacement Shipper shall be determined in accordance with Section 3.6(c)(i) or 3.6(c)(ii), as applicable, provided that the contractual reservation rate utilized in

calculating any applicable credits shall be the lower of the contractual reservation rate of the Releasing Shipper or the contractual reservation rate of the Replacement Shipper. If the Replacement Shipper is paying a volumetric rate, no reservation charge credit will be provided. Billing credits applicable to the Releasing Shipper pursuant to GT&C Section 10.9 shall be calculated without regard to any reservation charge credits provided to the Replacement Shipper pursuant to this Section 3.6. Under no circumstances shall the total of the reservation charge credit exceed the reservation charge Shipper would have paid absent a capacity release or segmentation by Shipper.

- (v) For a two-year transitional period beginning April 28, 2013, reservation charge credits associated with outages that are required to comply with orders issued by the Pipeline and Hazardous Materials Safety Administration (PHMSA) pursuant to Section 60139(c) of Title 49 of the United States Code, shall be calculated in accordance with clause (i) of this Section 3.6(c). Notices of outages pursuant to this section shall identify the specific PHMSA order with which Transporter is complying.

3.7 Minimum Monthly Bill: The minimum monthly bill shall be the Reservation Charge.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Fifth Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this rate schedule.

FT-S RATE SCHEDULE
Firm Transportation Service - Seasonal

1. AVAILABILITY

- 1.1 This rate schedule is available for transportation service by National Fuel Gas Supply Corporation (hereinafter called “Transporter”) for any person (hereinafter called “Shipper”) provided that: (i) capacity is available on all portions of Transporter’s system (including primary receipt and delivery points) necessary to provide service on a firm basis but only during certain months of the year during the requested term or where the amount of capacity available is not the same each month during the requested term; (ii) Shipper makes a request for service as set forth in Section 31 of the General Terms and Conditions that seeks service only for all or a proportionate amount of such capacity as is available and executes a service agreement for firm transportation service under this FT-S Rate Schedule in the form contained in this tariff under which the Contract MDTQ varies from month to month according to the amount of capacity available; and (iii) said service complies with the terms and conditions of this FT-S Rate Schedule.
- 1.2 For purposes of determining the availability of service in processing requests for service hereunder, Transporter shall not grant any said request for transportation service: (i) for which capacity is not available on any portion of its system necessary to provide such service on a firm basis; provided, however, that Transporter may not reject a request for service hereunder solely because of the absence of equipment sufficient to provide Transporter with measurement information from a supervisory control and data acquisition (“SCADA”) system and the ability to remotely adjust gas flows via a SCADA system control capability at any delivery point, unless the installation of such equipment would not be operationally feasible, as determined by Transporter; (ii) which could in Transporter’s judgment interfere with the integrity of its system, or service to existing firm transportation or storage customers; or (iii) if such service does not comply with this FT-S Rate Schedule or the FT-S Service Agreement. Transporter shall not be required to grant any said request for transportation service which would require the construction, modification, expansion or acquisition of any facilities. Availability of service is also subject to Section 31 of the General Terms and Conditions - Qualification for Service.

- 1.3 While a determination of capacity on Transporter's system is reported once each year, on March 1st, in accordance with Section 284.13(d)(2) of the Commission's regulations, determination of available firm capacity on Transporter's system shall be made from time to time as capacity becomes available or as requests for service are received hereunder. Subject to Sections 10, 11 and 26 of the General Terms and Conditions of this tariff, in processing requests for service hereunder, Transporter shall allocate any available firm capacity to persons which make a valid request under Section 31 of the General Terms and Conditions, on a first come, first served basis determined as of the date Transporter received a valid request.
- 1.4 Upon the request of Shipper, firm primary delivery or receipt points may be added or deleted from time to time provided Transporter can only provide service at such points on a seasonal firm basis as described in the FT-S Service Agreement, provided, however, that Transporter shall have no obligation to agree to a change in Shipper's primary receipt or delivery point if such change would result in a decrease in Shipper's rate or the revenues received from Shipper under the applicable Transportation Service Agreement. The availability of service at secondary receipt and delivery points is described in Section 2.4 hereof.
- (a) Availability of service at new primary delivery point(s) will be subject to the provisions of this Section 1, and the reassignment of the Shipper's Contract MDTQ, as defined in Section 2.3, among its existing and new primary delivery point(s).
 - (b) Availability of service at new primary receipt point(s) will be subject to the provisions of this Section 1, and the reassignment of the Shipper's Contract MDTQ, as defined in Section 2.3, among its existing and new primary receipt points.
 - (c) A request for a change in primary receipt or delivery points shall be set forth on Transporter's Service Request Form, however, the information specified in subsections (c) and (f) of Section 31.1 of the General Terms and Conditions may be omitted.
 - (d) A change will not be made to a primary receipt or delivery point if such change would require capacity that is posted for bidding under Section 26 of the General Terms and Conditions, unless such capacity remains available at the end of the posting period.

- 1.5 With the exception of the Market Pooling Points identified in Section 4.1 of the MPPAS Rate Schedule, this FT-S Rate Schedule is available only for transportation to delivery points that are equipped with equipment sufficient to provide Transporter with measurement information from a supervisory control and data acquisition (“SCADA”) system and the ability to remotely adjust gas flows via a SCADA system. All primary receipt points must also be equipped with such equipment. Notwithstanding the foregoing, “Transporter’s Storage Facilities” may be used as a secondary receipt point or a secondary delivery point under an FT-S Service Agreement, and Market Pooling Points identified in Section 4.1 of the MPPAS Rate Schedule may be used as primary or secondary receipt or delivery points under an FT-S Rate Schedule. Transporter may waive the requirement that points be equipped with measurement information from a SCADA system and the ability to remotely adjust gas flows via a SCADA system on a non-discriminatory basis with respect to a delivery point or primary receipt point if it determines that such equipment exists at another point on Transporter’s system and can (a) control gas flows at the delivery or primary receipt point and (b) provide a close approximation of the quantity of gas flowing at such delivery or primary receipt point. In addition, Transporter may, on a non-discriminatory basis (i) waive the requirement to install equipment sufficient to provide it with the ability to remotely adjust gas flows via a SCADA system with respect to a delivery point or primary receipt point if it determines that such capability is not required for operational purposes at such point, and (ii) rescind any such waiver on thirty (30) days notice to affected shippers if it subsequently determines that such capability is required for operational purposes at such point.
- 1.6 In addition to the information specified in Section 31 of the General Terms and Conditions, a request for service under this rate schedule shall include the following:
- (a) Receipt/Delivery Points: The primary receipt and delivery points for the requested transportation together with the name of the entity delivering the gas to Transporter and the name of the entity to receive the gas from Transporter,
 - (b) Gas Quantities: The maximum daily transportation quantity (MDTQ) for each month of the year during the requested term, applicable to each primary receipt and delivery point, stated in dekatherms.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The transportation service provided under this FT-S Rate Schedule shall be performed under Subpart 284G of the Commission’s Regulations or, where specifically referenced in the FT-S Service Agreement, Subpart 284B of such regulations. This FT-S Rate Schedule shall apply to all gas transported by Transporter for Shipper pursuant to an FT-S Service Agreement.
- 2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in Section 8 of the General Terms and Conditions hereof, or whenever necessary to maintain gas quality or the integrity of Transporter’s system. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.
- 2.3 Service hereunder shall consist of the receipt by Transporter of natural gas tendered by Shipper for transportation at the primary receipt point(s) specified in the FT-S Service Agreement, or at secondary receipt points as described in Subsection 2.4 hereof, the transportation of that natural gas through or by use of Transporter’s system, and the delivery of that natural gas, after reductions as set out in the FT-S Service Agreement and Section 3 of this FT-S Rate Schedule, by Transporter to Shipper or for Shipper’s account at the primary delivery points specified in the FT-S Service Agreement, or at secondary delivery points as described in Subsection 2.4 hereof. Except as provided in Subsection 2.4 and Section 2.5 hereof, Shipper shall have no right:
- (a) to tender quantities of gas at any firm primary receipt point in excess of the Maximum Daily Transportation Quantity (MDTQ) specified in the FT-S Service Agreement for that receipt point,
 - (b) to tender quantities of gas in excess of the Contract MDTQ on any day at any combination of receipt points,
 - (c) to take delivery of quantities of gas at any firm primary delivery point in excess of the MDTQ specified in the FT-S Service Agreement for that delivery point, nor

- (d) to take delivery of quantities of gas in excess of the Contract MDTQ on any day at any combination of delivery points.

The Contract MDTQ shall be the sum of the MDTQ's applicable to each primary receipt point. The sum of the MDTQ's applicable to each primary delivery point shall also equal the Contract MDTQ, net of applicable Transportation Fuel and Company Use Retention and Transportation LAUF Retention.

2.4 Subject to the provisions of this FT-S Rate Schedule, Transporter will:

- (a) accept natural gas tendered by Shipper at a secondary receipt point, and
- (b) deliver natural gas for the Shipper's account at a secondary delivery point;

provided that such acceptance or delivery would not impair Transporter's ability to provide firm transportation (to another Shipper from a firm primary receipt point or to a firm primary delivery point) or firm storage service, and provided further that any such delivery point(s) are equipped with measurement, control and communication equipment required for firm delivery points. Use of secondary receipt and delivery points by FT-S Shippers shall be superior to the use of such points by interruptible shippers.

2.5 Shipper may request Transporter to receive, transport, and deliver quantities of natural gas in excess of Shipper's MDTQ on any day under the FT-S Service Agreement. In such case, Transporter will determine whether the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its other delivery obligations. Deliveries pursuant to such scheduled overrun transportation shall be subordinated to all firm transportation and firm storage services and shall be scheduled, together with transportation under Rate Schedule IT.

2.6 Service under this FT-S Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Transporter.

2.7 A shipper receiving service under this FT-S Rate Schedule shall not lose priority for purposes of this section by the renewal or extension of term of that service.

- 2.8 The FT-S Service Agreement (or for service agreements in effect as of June 1, 2002, Appendix B to Transporter's June 14, 2002, filing in compliance with Order No. 637) shall indicate the transportation path through Transporter's system between Shipper's primary receipt and delivery point(s), and the receipt and delivery points located along the transportation path that are eligible as primary or secondary receipt or delivery points. Upon implementation of Transporter's new business system, Shipper may simultaneously nominate for and/or release its capacity in two or more segments along its transportation path, provided that the combined nominated and/or released quantities do not exceed Shipper's Contract MDTQ (or the portion thereof identified to a particular transportation path) in any such segment. Each such segment must be bounded by a primary receipt point and a delivery point eligible under Section 1.5 hereof or two delivery points eligible under Section 1.5 hereof. While any such segmented service is being provided to Shipper or its Replacement Shipper (as defined in Section 10 of the General Terms and Conditions) on a primary or secondary basis, neither Shipper nor its Replacement Shipper shall be eligible to use receipt or delivery points that are not located along the transportation path. The Commodity Charge (set forth in Section 3.2(a) hereof) the Transportation Fuel and Company Use Retention, and the Transportation LAUF Retention (both set forth in Section 3.3 hereof) shall be applied to each segmented service.

Notwithstanding Section 1.4(a) and (b) of this FT-S Rate Schedule, the establishment of a new primary receipt or delivery point along Shipper's transportation path for Shipper or its Replacement Shipper (as defined in Section 10 of the General Terms and Conditions) shall not require the reassignment of the Shipper's Contract MDTQ among its existing and new primary points unless Transporter's ability to provide firm service at the existing points relies upon operational conditions that would be changed in the establishment of the new primary point.

Subject to the limitations set forth above, Shipper's segmentation rights shall include the ability for Shipper or its replacement shippers to nominate a forwardhaul and a backhaul transportation to the same delivery point; provided that, with respect to gas flowing opposite to the direction that gas flows from Shipper's primary receipt point(s) to its primary delivery point(s), deliveries at such point (even if a primary point) shall have the priority set forth at Section 13.2(a)(iv) or 13.2(b)(iv) of the General Terms and Conditions, as applicable.

- 2.9 Reserved for future use.
- 2.10 Reserved for future use.
- 2.11 Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.

3. RATE

3.1 The maximum and minimum rates for service under this rate schedule are set forth in the currently effective Section 4.010 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this tariff.

3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:

- (a) Reservation Charge. A charge per month per Dth of Contract MDTQ.
- (b) Commodity Charge. A charge per Dth for all gas delivered by Transporter during the billing month, except gas delivered into storage for subsequent transportation by Transporter upon withdrawal and gas delivered into a Market Pool established in accordance with the MPPAS Rate Schedule.
- (c) Interruptible Gathering (“IG”) Charge. In the event that Transporter transports Shipper’s gas through any pipeline facilities, classified as gathering, a charge per Dth as set forth in Section 4.010 for all gas transported through such facilities during the billing month. Gas transported through the meters shown in the list updated from time to time on Transporter’s web site, shall be subject to the interruptible gathering rate.

The maximum IG rate applicable to a given month shall be based on the Bidweek Survey for Appalachia – Columbia Gas, as published by Natural Gas Intelligence and shall be determined in accordance with the table set forth in Section 4.010. Transporter shall post the interruptible gathering rate applicable for each month on its web site. If this index becomes unavailable, Transporter will file for approval of a substitute representative index and may, at its discretion, use such substitute representative index in the interim.

- (d) An amount to reimburse Transporter for filing fees paid to the Commission associated with the transportation service.

- (e) An amount to reimburse Transporter for the cost of any new facilities installed by Transporter to receive or deliver natural gas for the account of Shipper; including, but not limited, to equipment sufficient to provide Transporter with measurement information from a SCADA system and the ability to remotely adjust gas flows via a SCADA system.
- 3.3
- (a) Except as provided in this section, Transporter will retain the percent of receipts set forth in Section 4.010 as “Transportation Fuel and Company Use Retention” and the percent of receipts set forth in Section 4.010 as “Transportation LAUF Retention”. Transporter may from time to time determine point pairs on its system where the Transportation Fuel and Company Use Retention will not be applied to a particular transaction (“Zero Fuel Point Pair Transactions”). Zero Fuel Point Pair Transactions will be determined by a review of projected system flows and the indication that on an aggregate basis no incremental Fuel or Company Use will be required to facilitate those transactions. Transporter will post on its Web Site point pairs where the Transportation Fuel and Company Use Retention shall be zero, the quantity eligible for such treatment, and the term of such eligibility. To the extent that more requests for Zero Fuel Point Pair Transaction capacity are received than Transporter has eligible capacity, such capacity will be awarded pursuant to Section 13.2 of the General Terms and Conditions. If Transporter later determines that incremental Transportation Fuel and Company Use is required to facilitate a transaction that had previously been identified as not requiring incremental Transportation Fuel and Company Use, Transporter will post such information to its web site and will require Transportation Fuel and Company Use reimbursement on a going forward basis; provided, however, Transporter will continue to honor any Zero Fuel Point Pair Transactions with respect to primary receipt and delivery points for the shorter of (a) the term of the commitment as posted on Transporter’s web site or (b) the primary term of Shipper’s service agreement.
 - (b) Transporter will retain neither the Transportation Fuel and Company Use Retention nor the Transportation LAUF Retention on quantities scheduled for delivery into a Market Pool established under the MPPAS Rate Schedule.

- 3.4 Except as provided by valid rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates less than the maximum rates specified for this rate schedule in Section 4.010; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate for service under this Rate Schedule as set forth in Section 4.010.
- 3.5 Overrun Transportation: For each Dth of gas delivered by Transporter on any day in excess of Shipper's Contract MDTQ (whether or not scheduled), Shipper shall pay Transporter the applicable rate for Overrun Transportation set forth in Section 4.010 of this tariff.
- 3.6 Reservation Charge Credits:
- (a) General Rule and Applicability: In the event Transporter is unable to make deliveries of the quantity of gas to which Shipper has firm entitlements on any day under an FT-S service agreement and to which Shipper has nominated for delivery from a primary receipt point to a primary delivery point under such agreement in accordance with this tariff and stands ready to deliver to Transporter in accordance with this tariff, Transporter shall provide a reservation charge credit applicable to the quantity of gas that was nominated and confirmed by Shipper's supplier or upstream pipeline, net of applicable retentions for Transportation LAUF and Transportation Fuel and Company Use, but not delivered; provided, however, Transporter shall not be relieved of the obligation to provide a credit for failure to confirm a nomination for reasons within its control. Subject to Section 3.6(b), the quantity of gas to which the credit shall apply shall be determined as follows:
- (i) when Transporter has given notice of the unavailability of service at least twenty-four (24) hours prior to the 11:30 a.m. deadline for nominations leaving control of the nominating party in the Timely Nomination Cycle, pursuant to Section 13.1(a) of the General Terms and Conditions, (A) the lesser of the applicable MDTQ or the average of daily quantities nominated and confirmed from Shipper's primary receipt point to the Shipper's primary delivery point during the most recent seven (7) days preceding the date service became unavailable, during which service was available, less (B) the quantity measured as delivered at Shipper's primary delivery point and allocated to Shipper; or

- (ii) when Transporter has given notice as specified in Section 3.6(a)(i), (A) the lesser of the applicable MDTQ or the quantity Shipper has nominated in accordance with this tariff, and which has been confirmed by Shipper's supplier or upstream pipeline, for the day, less (B) the quantity measured as delivered at Shipper's primary delivery point and allocated to Shipper;
- (b) Exceptions and Clarifications: Transporter shall not be obligated to provide a reservation charge credit with respect to quantities
 - (i) nominated by Shipper and subsequently delivered by Transporter at another primary or secondary delivery point during the day; provided that Shipper will not be obligated to submit nominations to another delivery point;
 - (ii) that Transporter is unable to schedule at a primary receipt or delivery point due to the allocation of capacity to a Shipper that was properly scheduled in an earlier nomination cycle that is not subject to reduction or "bumping" in the current cycle;
 - (iii) that Transporter delivered at the primary delivery point but were not allocated to Shipper because other shippers without primary firm priority at the point were ranked higher than Shipper under the applicable allocation method for the point;
 - (iv) that Transporter is unable to schedule or deliver due to a failure or inadequacy of supply, transportation or market upstream or downstream of Transporter's system, provided that this clause (iv) shall not apply when Transporter's inability to deliver gas is due to the incidence of force majeure, as defined in Section 8 of the General Terms and Conditions, affecting Transporter and an upstream or downstream pipeline;
 - (v) that Transporter does not accept at a primary receipt point in accordance with the Section 2 of the General Terms and Conditions (Gas Quality);
 - (vi) that Shipper elected not to receive at a primary delivery point, except when it refuses to accept deliveries because of

Transporter's failure to meet its obligations under this tariff;
or

- (vii) not delivered at a primary delivery point due to scheduled work on Transporter's facilities if Transporter and Shipper have mutually coordinated the timing of the scheduled work and the work is performed in accordance with that schedule.

(c) Calculation of the Credit:

- (i) When Transporter's inability to deliver gas is due to the incidence of force majeure, as defined in Section 8 of the General Terms and Conditions, the reservation charge credit for the day shall equal the quantity of gas to which the credit applies multiplied by 28.00% of the reservation charge (the portion representing return on equity and related taxes) shown on the table appearing in Part 4 of this tariff, expressed as a daily rate (*i.e.*, the reservation charge times 12 (months) and then divided by 365 (days)); provided, however, that for discounted rate agreements, the credit shall be based on 100% of the portion of the contractual reservation rate, if any, that exceeds 72.00% of the maximum recourse rate, unless otherwise agreed to in writing by Transporter and Shipper.
- (ii) When Transporter's inability to deliver gas is due to Transporter's scheduling of necessary maintenance and repair of facilities, the tie-in of new facilities, or other causes, excepting the circumstances addressed in Section 3.6(c)(i), the reservation charge credit for the day shall equal the quantity of gas to which the credit applies multiplied by the contractual reservation rate, expressed as a daily rate (*i.e.*, the reservation rate times 12 (months) and then divided by 365 (days)).
- (iii) Any reservation charge credit will be reflected on the Shipper's monthly invoice and will be applied first to any balances owed by Shipper.
- (iv) For capacity release transactions, reservation charge credits applicable to the Replacement Shipper shall be determined in accordance with Section 3.6(c)(i) or 3.6(c)(ii), as applicable,

provided that the contractual reservation rate utilized in calculating any applicable credits shall be the lower of the contractual reservation rate of the Releasing Shipper or the contractual reservation rate of the Replacement Shipper. If the Replacement Shipper is paying a volumetric rate, no reservation charge credit will be provided. Billing credits applicable to the Releasing Shipper pursuant to GT&C Section 10.9 shall be calculated without regard to any reservation charge credits provided to the Replacement Shipper pursuant to this Section 3.6. Under no circumstances shall the total of the reservation charge credit exceed the reservation charge Shipper would have paid absent a capacity release or segmentation by Shipper.

- (v) For a two-year transitional period beginning April 28, 2013, reservation charge credits associated with outages that are required to comply with orders issued by the Pipeline and Hazardous Materials Safety Administration (PHMSA) pursuant to Section 60139(c) of Title 49 of the United States Code, shall be calculated in accordance with clause (i) of this Section 3.6(c). Notices of outages pursuant to this section shall identify the specific PHMSA order with which Transporter is complying.

3.7 Minimum Monthly Bill: The minimum monthly bill shall be the Reservation Charge.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Fifth Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this rate schedule.

EFT RATE SCHEDULE
Enhanced Firm Transportation Service

1. AVAILABILITY

- 1.1 This rate schedule is available for transportation service by National Fuel Gas Supply Corporation (hereinafter called “Transporter”) for any person (hereinafter called “Shipper”) provided that: (i) capacity is available on all portions of Transporter’s system (including primary receipt and delivery points) necessary to provide service on a firm basis throughout the requested term; (ii) Shipper makes a request for service as set forth in Section 31 of the General Terms and Conditions and executes a service agreement for firm transportation service under this EFT Rate Schedule in the form contained in this tariff; and (iii) said service complies with the terms and conditions of this EFT Rate Schedule.
- 1.2 For purposes of determining the availability of service in processing requests for service hereunder, Transporter shall not grant any said request for transportation service: (i) for which capacity is not available on any portion of its system necessary to provide such service on a firm basis; (ii) which could in Transporter’s judgment interfere with the integrity of its system, or service to existing firm transportation or storage customers; or (iii) if such service does not comply with this EFT Rate Schedule or the EFT Service Agreement. Transporter shall not be required to grant any said request for transportation service which would require the construction, modification, expansion or acquisition of any facilities. Availability of service is also subject to Section 31 of the General Terms and Conditions - Qualification for Service.
- 1.3 While a determination of capacity on Transporter’s system is reported once each year, on March 1st, in accordance with Section 284.13(d)(2) of the Commission’s regulations, determination of available firm capacity on Transporter’s system shall be made from time to time as capacity becomes available or as requests for service are received hereunder. Subject to Sections 10, 11 and 26 of the General Terms and Conditions of this tariff, in processing requests for service hereunder, Transporter shall allocate any available firm capacity to persons which make a valid request under Section 31 of the General Terms and Conditions, on a first come, first served basis determined as of the date Transporter received a valid request.
- 1.4 Upon the request of Shipper, firm primary delivery or receipt points may be added or deleted from time to time provided Transporter can provide

service at such points on a firm basis. The availability of service at secondary receipt and delivery points is described in Section 2.4 hereof.

- (a) Availability of service at new primary receipt and delivery point(s) will be subject to the provisions of this Section 1.
- (b) A request for a change in primary receipt or delivery points shall be set forth on Transporter's Service Request Form, however, the information specified in subsections (c) and (f) of Section 31.1 of the General Terms and Conditions may be omitted.
- (c) A change will not be made to a primary receipt or delivery point if such change would require capacity that is posted for bidding under Section 26 of the General Terms and Conditions, unless such capacity remains available at the end of the posting period.

1.5 In addition to the information specified in Section 31 of the General Terms and Conditions, a request for service under this rate schedule shall include the following:

- (a) Gas Quantities: The Contract Maximum Daily Transportation Quantity desired and the quantities of gas desired at each receipt and delivery point, including Transporter's storage fields.
- (b) Receipt/Delivery Points: The designated Receipt Point(s) and Delivery Point(s) for the requested transportation together with the name of the entity delivering the gas to Transporter and the name of the entity to receive the gas from Transporter.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The transportation service provided under this EFT Rate Schedule shall be performed under Subpart 284G of the Commission’s Regulations or, where specifically referenced in the EFT Service Agreement, Subpart 284B of such regulations. This EFT Rate Schedule shall apply to all gas transported by Transporter for Shipper pursuant to an EFT Service Agreement. This EFT Rate Schedule, in conjunction with the ESS Rate Schedule, sets forth the terms and conditions of the “no-notice” transportation service required by Commission Order No. 636 et seq.
- 2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in Section 8 of the General Terms and Conditions hereof, or whenever necessary to maintain gas quality or the integrity of Transporter’s system. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.
- 2.3 Service hereunder shall consist of the receipt by Transporter of natural gas tendered by Shipper for transportation at the primary receipt point(s) specified in the EFT Service Agreement, or at secondary receipt points as described in Subsection 2.4, the transportation of that natural gas through or by use of Transporter’s system, and the delivery of that natural gas, after reductions as set out in the EFT Service Agreement and Section 3 of this EFT Rate Schedule, by Transporter to Shipper or for Shipper’s account at the primary delivery points specified in the EFT Service Agreement, or at secondary delivery points as described in Subsection 2.4. Except as provided in Subsection 2.4 and Section 2.14 hereof, Shipper shall have no right:
- (a) to tender quantities of gas in excess of the sum of the Contract Maximum Daily Transportation Quantity (MDTQ) on any day at any combination of receipt points and the Transportation Fuel and Company Use Retention and Transportation LAUF Retention applicable to such quantity.
 - (b) to tender any quantities of gas at receipt points other than storage facilities utilized by Transporter while Shipper has an Excess Storage Balance for purposes of Section 2.13 of the ESS Rate Schedule.

- (c) to tender quantities of gas in excess of the receipt entitlements applicable to a receipt point or combination of receipt points, or
- (d) to take delivery of quantities of gas in excess of the Contract MDTQ on any day at any combination of delivery points.

2.4 Subject to the provisions of this EFT Rate Schedule, Transporter will:

- (a) accept natural gas tendered by Shipper at a secondary receipt point, and
- (b) deliver natural gas for the Shipper's account at a secondary delivery point,

provided that such acceptance or delivery would not impair Transporter's ability to provide firm transportation (to another Shipper from a firm primary receipt point or to a firm primary delivery point) or firm storage service.

2.5 If the EFT Service Agreement links certain receipt entitlements (or portions thereof) with a delivery point or a combination of delivery points, the linked delivery point or point combination shall be regarded as a primary point only with respect to gas nominated for receipt, within such receipt entitlements (or portions thereof), at the receipt points associated with such entitlements, and a delivery point or point combination not linked with such receipt entitlements shall be regarded as a secondary point.

2.6 A shipper receiving service under this EFT Rate Schedule shall not lose priority for purposes of this section by the renewal or extension of term of that service.

2.7 Service under this EFT Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Seller.

2.8 Transporter's storage fields (in the aggregate) may be utilized as a firm primary receipt and delivery point under an EFT Service Agreement. Transporter's storage fields shall not be considered a firm primary receipt or delivery point for purposes of Section 2.4 of this EFT Rate Schedule.

2.9 With regard to receipts of gas from an upstream pipeline source that is comprised of more than one receipt point (e.g., Tennessee Gas Pipeline

Company, Zone 4 points) an EFT Shipper shall nominate for a receipt by Transporter of a stated quantity of gas from such source. Transporter shall determine the distribution of the nominated quantity among the receipt points within the zone.

- 2.10 Transporter shall not be required to accept nominations from Shipper for an arrangement of receipts and deliveries among receipt and delivery points that would conflict with the Operating Protocol for EFT Service set forth at Section 4 hereof. In addition, Transporter may reject nominations, require revised nominations, issue operational flow orders or take such other action as is reasonably required to:
- (a) protect any of Transporter's facilities from excessive pressures or other similar threats to the integrity of its system,
 - (b) permit Transporter to fulfill the delivery obligations set forth in the Operating Protocol for EFT Service set forth at Section 4 hereof, and its other firm obligations, and
 - (c) permit Transporter to inject or withdraw gas from individual storage fields in a manner consistent with the performance characteristics of such fields.

Transporter shall, as soon as is reasonably practicable, notify the Commission and post on its web site the circumstances and justifications for any actions taken pursuant to the second sentence of this Subsection 2.10.

- 2.11 Until a notification is received from Transporter that Shipper must bring receipts and deliveries into contemporaneous balance, and for twelve (12) hours thereafter, Shipper may receive gas in excess of the quantities scheduled for delivery by Transporter to Shipper up to the difference between Shipper's Contract MDTQ and the quantities scheduled for delivery by Transporter to Shipper. Within forty-eight (48) hours of receipt of notification from Transporter that Shipper must return the quantities of gas advanced by Transporter to Shipper pursuant to the foregoing sentence, Shipper must return such quantities of gas. An EFT Shipper shall not be entitled to receive gas under this Section 2.11 within such notification period. Section 15 of the General Terms and Conditions shall apply when Shipper fails to return such quantities of gas as required by Transporter. Availability of gas to all EFT Shippers under this Section 2.11 on any day shall be limited to the difference between sixty-five one hundredths of one percent (0.65%) of Transporter's total storage inventory (including top and

base gas) on such day and scheduled withdrawals from Transporter's storage facilities under the ESS and SS-1 Rate Schedules.

- 2.12 Upon the implementation of the necessary changes to Transporter's business system, a shipper with a firm primary delivery point at an interconnection between Transporter's system and the facilities of another interstate pipeline may nominate for deliveries into the firm transportation contract of another shipper of Transporter with a firm primary receipt point at the same interconnection. Subject to the quantity limitations applicable to the point under the delivering and receiving shippers' contracts, the nominated delivery shall be accorded primary firm priority for purposes of scheduling under Section 13.2 and curtailment under Section 16.1 of the General Terms and Conditions.
- 2.13 Upon the implementation of the necessary changes to Transporter's business system, a shipper with a firm primary receipt point at an interconnection between Transporter's system and the facilities of another interstate pipeline may nominate for receipts from the firm transportation contract of another shipper of Transporter with a firm primary delivery point at the same interconnection. Subject to the quantity limitations applicable to the point under the delivering and receiving shippers' contracts, the nominated receipt shall be accorded primary firm priority for purposes of scheduling under Section 13.2 and curtailment under Section 16.1 of the General Terms and Conditions.
- 2.14 Shipper may request Transporter to receive, transport, and deliver quantities of natural gas in excess of Shipper's Contract MDTQ or receive quantities of gas at any receipt point or combination thereof in excess of the receipt entitlement applicable to such receipt point or combination thereof on any day under the EFT Service Agreement. In such case, Transporter will determine whether the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its firm delivery obligations. Deliveries pursuant to such scheduled overrun transportation shall be subordinated to all firm transportation and firm storage services and shall be scheduled, together with transportation under Rate Schedule IT.
- 2.15 The maps and tables appearing in Part 3.030 of this tariff will be used to determine which (if any) of the Market Pooling Points identified in Section 4.1 of the MPPAS Rate Schedule will be considered to lie between Shipper's primary receipt and delivery points, for purposes of scheduling and curtailment.

3. RATE

3.1 The maximum and minimum rates for service under this rate schedule are set forth in the currently effective Section 4.010 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this tariff.

3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:

- (a) Reservation Charge. A charge per month per Dth of Contract MDTQ.
- (b) Commodity Charge. A charge per Dth for all gas delivered by Transporter during the billing month, except gas delivered into storage for subsequent transportation by Transporter upon withdrawal and gas delivered into a Market Pool established in accordance with the MPPAS Rate Schedule.
- (c) Firm Gathering (“FG”) Reservation Charge. A charge per month per Dth of FG Reservation determinants. Where the FG Reservation Charge is applicable, the Reservation Charge shall be reduced by subtracting the FG Reservation determinants from the Contract MDTQ. The FG Reservation determinants are as follows:

National Fuel Gas Distribution Corporation: 5,352 Dth/Day

The maximum FG reservation rate applicable to a given month shall be based on the Bidweek Survey for Appalachia – Columbia Gas, as published by Natural Gas Intelligence and shall be determined in accordance with the table set forth in Section 4.010. Transporter shall post the firm gathering rate applicable for each month on its web site. If this index becomes unavailable, Transporter will file for approval of a substitute representative index and may, at its discretion, use such substitute representative index in the interim.

- (d) Firm Gathering (“FG”) Commodity Charge. A charge per Dth for all gas delivered by Transporter during the billing month at delivery points located on Transporter’s gathering facilities to Shippers subject to the FG Reservation Charge. The FG Commodity Charge

shall apply in lieu of the Commodity Charge with respect to such deliveries. The maximum IG Charge shall apply to any overruns of the Shipper's maximum monthly reservation determinants.

- (e) Interruptible Gathering (“IG”) Charge. In the event that Transporter transports Shipper's gas through any pipeline facilities, classified as gathering, a charge per Dth as set forth in Section 4.010 for all gas transported through such facilities during the billing month. Gas transported through the meters shown in the list updated from time to time on Transporter's web site, shall be subject to the interruptible gathering rate.

The maximum IG rate applicable to a given month shall be based on the Bidweek Survey for Appalachia – Columbia Gas, as published by Natural Gas Intelligence and shall be determined in accordance with the table set forth in Section 4.010. Transporter shall post the interruptible gathering rate applicable for each month on its web site. If this index becomes unavailable, Transporter will file for approval of a substitute representative index and may, at its discretion, use such substitute representative index in the interim.

- (f) An amount to reimburse Transporter for filing fees paid to the Commission associated with the transportation service.
- (g) An amount to reimburse Transporter for the cost of any new facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.

3.3 Except as provided in this section, Transporter will retain the percent of receipts set forth in Section 4.010 as “Transportation Fuel and Company Use Retention” and the percent of receipts set forth in Section 4.010 as “Transportation LAUF Retention”.

- (a) Transporter may from time to time determine point pairs on its system where the Transportation Fuel and Company Use Retention will not be applied to a particular transaction (“Zero Fuel Point Pair Transactions”). Zero Fuel Point Pair Transactions will be determined by a review of projected system flows and the indication that on an aggregate basis no incremental Transportation Fuel or Company Use will be required to facilitate those transactions. Transporter will post on its web site point pairs where the Transportation Fuel and Company Use Retention shall be zero, the quantity eligible for such treatment, and the term of such

eligibility. To the extent that more requests for Zero Fuel Point Pair Transaction capacity are received than Transporter has eligible capacity, such capacity will be awarded pursuant to Section 13.2 of the General Terms and Conditions. If Transporter later determines that incremental Transportation Fuel and Company Use is required to facilitate a transaction that had previously been identified as not requiring incremental Transportation Fuel and Company Use, Transporter will post such information to its web site and will require Transportation Fuel and Company Use reimbursement on a going forward basis; provided, however, Transporter will continue to honor any Zero Fuel Point Pair Transactions with respect to primary receipt and delivery points for the shorter of (a) the term of the commitment as posted on Transporter's web site or (b) the primary term of Shipper's service agreement.

- (b) Transporter will retain neither the Transportation Fuel and Company Use Retention nor the Transportation LAUF Retention on quantities received directly from Transporter's storage fields, if such quantities were immediately prior to such receipt stored by Transporter under a firm storage agreement.
- (c) Transporter will retain neither the Transportation Fuel and Company Use Retention nor the Transportation LAUF Retention on quantities scheduled for delivery into a Market Pool established under the MPPAS Rate Schedule.

3.4 Except as provided by valid rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates less than the maximum rates specified for this rate schedule in Section 4.010; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate for service under this Rate Schedule as set forth in Section 4.010.

3.5 Overrun Transportation: For each Dth of gas delivered by Transporter on any day in excess of Shipper's Contract MDTQ (whether or not scheduled), Shipper shall pay Transporter the applicable rate for Overrun Transportation set forth in Section 4.010 of this tariff.

3.6 Reservation Charge Credits:

- (a) **General Rule and Applicability:** In the event Transporter is unable to make deliveries of the quantity of gas to which Shipper has firm entitlements on any day under an EFT service agreement and to which Shipper has nominated for delivery from a primary receipt point to a primary delivery point under such agreement in accordance with this tariff and stands ready to deliver to Transporter in accordance with this tariff, Transporter shall provide a reservation charge credit applicable to the quantity of gas that was nominated and confirmed by Shipper's supplier or upstream pipeline, net of applicable retentions for Transportation LAUF and Transportation Fuel and Company Use, but not delivered; provided, however, Transporter shall not be relieved of the obligation to provide a credit for failure to confirm a nomination for reasons within its control. Subject to Section 3.6(b), the quantity of gas to which the credit shall apply shall be determined as follows:
- (i) when Transporter has given notice of the unavailability of service at least twenty-four (24) hours prior to the 11:30 a.m. deadline for nominations leaving control of the nominating party in the Timely Nomination Cycle, pursuant to Section 13.1(a) of the General Terms and Conditions, (A) the lesser of the applicable MDTQ or the average of daily quantities nominated and confirmed from Shipper's primary receipt point to the Shipper's primary delivery point during the most recent seven (7) days preceding the date service became unavailable, during which service was available, less (B) the quantity measured as delivered at Shipper's primary delivery point and allocated to Shipper; or
 - (ii) when Transporter has not given notice as specified in Section 3.6(a)(i), (A) the lesser of the applicable MDTQ or the quantity Shipper has nominated in accordance with this tariff, and which has been confirmed by Shipper's supplier or upstream pipeline, for the day, less (B) the quantity measured as delivered at Shipper's primary delivery point and allocated to Shipper;

- (iii) (A) the applicable MDTQ less (B) the quantity measured as delivered at Shipper's primary delivery point and allocated to Shipper;
- (b) Exceptions and Clarifications: Transporter shall not be obligated to provide a reservation charge credit with respect to quantities
 - (i) nominated by Shipper and subsequently delivered by Transporter at another primary or secondary delivery point during the day; provided that Shipper will not be obligated to submit nominations to another delivery point;
 - (ii) that Transporter is unable to schedule at a primary receipt or delivery point due to the allocation of capacity to a Shipper that was properly scheduled in an earlier nomination cycle that is not subject to reduction or "bumping" in the current cycle;
 - (iii) that Transporter delivered at the primary delivery point but were not allocated to Shipper because other shippers without primary firm priority at the point were ranked higher than Shipper under the applicable allocation method for the point;
 - (iv) that Transporter is unable to schedule or deliver due to a failure or inadequacy of supply, transportation or market upstream or downstream of Transporter's system, provided that this clause (iv) shall not apply when Transporter's inability to deliver gas is due to the incidence of force majeure, as defined in Section 8 of the General Terms and Conditions, affecting Transporter and an upstream or downstream pipeline;
 - (v) that Transporter does not accept at a primary receipt point in accordance with the Section 2 of the General Terms and Conditions (Gas Quality);
 - (vi) that Shipper elected not to receive at a primary delivery point, except when it refuses to accept deliveries because of Transporter's failure to meet its obligations under this tariff;
 - (vii) not delivered at a primary delivery point due to scheduled work on Transporter's facilities if Transporter and Shipper have mutually coordinated the timing of the scheduled work

and the work is performed in accordance with that schedule;
or

- (viii) associated with a nomination rejected by Transporter in accordance with Section 2.10 of this EFT Rate Schedule; provided that this clause (viii) does not address the curtailment of flowing quantities.

(c) Calculation of the Credit:

- (i) When Transporter's inability to deliver gas is due to the incidence of force majeure, as defined in Section 8 of the General Terms and Conditions, the reservation charge credit for the day shall equal the quantity of gas to which the credit applies multiplied by 28.00% of the reservation charge (the portion representing return on equity and related taxes) shown on the table appearing in Part 4 of this tariff, expressed as a daily rate (*i.e.*, the reservation charge times 12 (months) and then divided by 365 (days)); provided, however, that for discounted rate agreements, the credit shall be based on 100% of the portion of the contractual reservation rate, if any, that exceeds 72.00% of the maximum recourse rate, unless otherwise agreed to in writing by Transporter and Shipper.
- (ii) When Transporter's inability to deliver gas is due to Transporter's scheduling of necessary maintenance and repair of facilities, the tie-in of new facilities, or other causes, excepting the circumstances addressed in Section 3.6(c)(i), the reservation charge credit for the day shall equal the quantity of gas to which the credit applies multiplied by the contractual reservation rate, expressed as a daily rate (*i.e.*, the reservation rate times 12 (months) and then divided by 365 (days)).
- (iii) Any reservation charge credit will be reflected on the Shipper's monthly invoice and will be applied first to any balances owed by Shipper.
- (iv) For capacity release transactions, reservation charge credits applicable to the Replacement Shipper shall be determined in accordance with Section 3.6(c)(i) or 3.6(c)(ii), as applicable,

provided that the contractual reservation rate utilized in calculating any applicable credits shall be the lower of the contractual reservation rate of the Releasing Shipper or the contractual reservation rate of the Replacement Shipper. If the Replacement Shipper is paying a volumetric rate, no reservation charge credit will be provided. Billing credits applicable to the Releasing Shipper pursuant to GT&C Section 10.9 shall be calculated without regard to any reservation charge credits provided to the Replacement Shipper pursuant to this Section 3.6. Under no circumstances shall the total of the reservation charge credit exceed the reservation charge Shipper would have paid absent a capacity release by Shipper.

- (v) For a two-year transitional period beginning April 28, 2013, reservation charge credits associated with outages that are required to comply with orders issued by the Pipeline and Hazardous Materials Safety Administration (PHMSA) pursuant to Section 60139(c) of Title 49 of the United States Code, shall be calculated in accordance with clause (i) of this Section 3.6(c). Notices of outages pursuant to this section shall identify the specific PHMSA order with which Transporter is complying.

3.7 Minimum Monthly Bill: The minimum monthly bill shall be the Reservation Charge.

4. OPERATING PROTOCOL FOR EFT SERVICE

4.1 Capacities of Segments of Transporter’s System

<u>Segment</u>	<u>Capacity (MMCFD)</u>
<u>NEW YORK</u>	
Line U (Porterville-Country Parkway)	229
Line U (Country Parkway-Vicksburg)	189
Line X TGP (Clarence-Nash Road)	132
Line X (Ellisburg-TGP Clarence)	166
Line PY (Porterville-Arcade)	11
Line PY (Line Z-20-Arcade)	29
Line NM44 (Porterville-Mineral Springs)	83
Line T (Zoar-Line TM2)	155
Line T (Line TM2-Mineral Springs)	252
Line R-M32 (Nashville-Line TM2)	134
Line K (Zoar-Lewis Run)	45
Line K (Zoar-Mineral Springs)	98
<u>PENNSYLVANIA</u>	
Line AM60 (Lamont-Roystone)	48*
Line D (Roystone-Lines U & R)	110
Line D (Lines U & R-Erie)	130
Line L (Roystone-Erie)	28
Line FM100 (Overbeck-Boone Mountain)	28
Line M (Henderson-Van)	57
Line M (Van-Overbeck)53	
Line N (Texas Eastern at Holbrook**-	
Columbia at Ellwood City)	81
Line N (Columbia at Ellwood City-Henderson)	58
Line NM50 (Columbia at Ellwood City-TGP Mercer)	118
Line NM44 (TGP Mercer-Henderson)	76
Line K (Overbeck-Lamont)	48
Line K (Lamont-Lewis Run)	37
Line YM52 (Ellisburg-Line YM7)	152
Line YM7 (Line YM52-East Fork)	256
Line KL/YM58 (Line K-Line X)	8
Line GM97/K (Knox-Overbeck)	38

*Capacity allocated to EFT Service.

**Formerly located at Bristoria

4.2 Delivery Pressure Requirements

Transporter shall deliver natural gas to Shipper at the point(s) of delivery at the pressures sufficient to effect deliveries of gas to Shipper, provided, however, that Transporter shall not be obligated to deliver gas at pressures greater than the delivery pressure obligations stated in this Section 4.2, subject to any provisions in this tariff which may limit these obligations.

Transporter has heretofore provided service to “scattered accounts” of sales customers. Transporter shall deliver natural gas to “scattered account” customers at the point(s) of delivery at the pressure existing in Transporter’s facilities from time to time, provided however, Transporter shall not be obligated to deliver gas at pressures greater than the delivery pressure which has historically existed at the “scattered account” meter(s).

(a) Interconnections with National Fuel Gas Distribution Corporation (NY)

Meter	Location	Pressure Requirement (psig)	
		Winter	Summer
NSA94AD17	Andover	60	60
NSA91A2313	Angelica	40	40
NSA93AU28	Aurora	50	50
NSA93AU30	Aurora	50	50
NSA93CE02	Caneadea	60	60
NSA93CE01	Caneadea (Houghton)	60	60
NSA93CV01	Centerville	50	50
NSA91A0357	CM3 (Harpan Rd)	55	55
NSA9100309	East Otto	40	40
NSA91A2081	From RM32 to SM2	45	45
NSA91A2074	Gunnville X to U	320	320
NSA92ID01	Hesselton Gully Road	60	60
NSA93JV01	Java	60	60
NSA9100133	Line Gmansfield	66	66
NSA91A0552	Line K North	220	220
NSA9100556	Line PY North NM48	275	200
NSA9100498	Line PY2 East	215	215
NSA91A2083	Line T Coving & Dorr	40	40
NSA91A2082	Line T McKin/Willet	40	40
NSA91A0252	Line T to Hamburg	47	47
NSA91A2312	Line T/Mile Strip Rd	57	57
NSA91A2310	Line T/Seneca Klas	60	60

NSA9100558	Line U North (Porterville)	450	450
NSA9102069	Line X New Road	50	50
NSA9100461	Line X to A	124	124
NSA9102070	Line X Ton. Creek	50	50
NSA93LV03	Little Valley	46	46
NSA9100551	Mansfield	50	50
NSA9100190	Mineral Spring Sales	57	57
NSA91A2073	Nash Road X North	56	56
NSA91A2072	Nash Road X South	56	56
NSA9220851	NM44 Plant Use	60	60
NSA91A2087	NM44 to Bowen Road	50	50
NSA91A2084	NM44 to Commerce Pwy	35	35
NSA91A0218	NM44 to Lein Road	50	50
NSA91A2086	NM44 to Min Springs	35	35
NSA91A2080	NM44 to Pound Road	44	44
NSA93OP40	Orchard Park	50	50
NSA93OT04	Otto	47	47
NSA9100554	PY to Line 14	220	200
NSA91A2004	PY to PY 2	124	124
NSA9100499	PY2 West	205	100
NSA91A0364	RM32 to Bethlehem Steel	124	124
NSA91A0365	RM32 to Main Lines	50	50
NSA91A0366	RM32 to Wanakah	50	50
NSA9100064	Salamanca	45	45
NSA9100065	Salamanca	45	45
NSA92SL01	Salamanca	45	45
NSA93SH03	Sheldon (Centerline)	60	60
NSA93SH01	Sheldon (Perry Road)	60	60
NSA93SH02	Sheldon (Varysburg)	60	60
NSA9123111	Supply to CNG Comp	170	170
NSA9100287	To Elma & E Aurora	56	56
NSA9100224	Wanakah Derby Area	55	55
NSA9102071	X to Main & Gunnville	55	55
NSA91A2079	XM3 to Distribution Olean	45	45
NSA9100566	Zoar to Line A	124	124
NSA9100563	Zoar to Line R	60	60
NSS91A0489O	Sheridan Storage to Distribution	195	75

(b) Interconnections with National Fuel Gas Distribution Corporation
 (PA)

Meter	Location	Pressure Requirement (psig)	
		Winter	Summer
PSA0100712F	Phillipsville from P	225	225
PSA0100712T	Phillipsville to P	225	225
PSA0100871	Roystone Line A	38	38
PSA0100872	McWilliams Station	77	77
PSA0100874	Line H - McWilliams	110	110
PSA0100932	To QM96 Irvine Run	182	140
PSA0101022	Sugar Grove Line R	207	155
PSA0101041	Sugar Grove Line U	260	190
PSA0101070	Picnic Run Line A	35	35
PSA0101080	Stateline Line H	120	90
PSA0101272	Penelec	260	260
PSA0101322F	From QM96 Irvine Run	182	140
PSA0101322T	To QM96 Irvine Run	182	140
PSA0120091	Erie Control Line L	47	20
PSA0120092	Erie Control Line L	47	20
PSA0120093	Erie Control Line D	47	20
PSA0120094	Erie Control Line D	47	20
PSA0225001	Follett Road CG	38	38
PSA0225351	Line B57 To Wetmore	9	9
PSA0225361	Wetmore City Gate	8	8
PSA0225681	Blissville Line C2	8	8
PSA0225681	Blissville Line C2	8	8
PSA0225731	Doolittle Road	22	22
PSA02CWW01	Yankee Bush Road	25	25
PSA02CWW21	Follett Run	20	20
PSA02GLW11	Hemlock	26	26
PSA02GRE11	Barton Road	20	20
PSA02GRE31	Mark Road	34	34
PSA02GRE41	Gunnison Road	28	28
PSA02GRE51	Dutch Road	35	35
PSA02HMM21	Ludlow C.P. (LINE C3)	6 OZ	6 OZ
PSA02WYE41	Beaver Dam	39	39
PSA0300135	Skinner Hill	40	40
PSA0320095	Erie Control	47	20
PSA0320096	Erie Control S42	47	20
PSA0320097	Erie Control S42	47	20

PSA0321581	Warren City Plant	35	35
PSA0322221	Wrightsville	34	34
PSA0324501	Weiler Road	35	35
PSA0324521	Summit to Distribution	34	34
PSA03COE11	North Corry C.P.	37	37
PSA03COE21	Corry Jamestown	37	37
PSA03GRE21	Hammett	35	35
PSA03STW11	Sugar Grove C.P.	38	38
PSA03WYE21	Walker Road	53	53
PSA03WYE22	Walker Road	53	53
PSA0400312	Ludlow City Gate	6 OZ	6 OZ
PSA0422381	RgrTwn Line D W. RT6	24	24
PSA0423671	Ludlow City Plant	6	6
PSA0425741	Clymer Feed	53	53
PSA0426651	Keller Road	25	25
PSA04HMM31	Ludlow C.P. (W1462)	6 OZ	6 OZ
PSA04HMM31	Ludlow C.P. (W1462)	22	22
PSA04VGE11	Lowville	22	22
PSA04VGE12	Lowville	22	22
PSA04VGE21	Wattsburg	22	22
PSA04VGE22	Wattsburg	15	15
PSA04WYE31	Buffalo Road	15	15
PSA1100157F	Hickory (from Q)	220	220
PSA1100157T	Hickory (to Q)	220	220
PSA1100158	Hickory (Endeavor)	50	50
PSA1100970A	Brown Hill	35	35
PSA1101062T	Line TM2 to Miola	75	30
PSA1101440	Sta T715 Mercer	390	280
PSA1101441	Sta T715 Mercer	390	280
PSA1101693	Coder Sales	90	90
PSA1121031	Reynoldsville Comp.	230	230
PSA1200901	Fisher Sales	10	10
PSA1200962	Lake Latonka E. Side	35	35
PSA1200963	Lake Latonka W. Side	30	30
PSA1201064	Shephard of the Hill	13	13
PSA1201088	Wilcox Sales	22	22
PSA1201290	TM211 to T5/T9	8	8
PSA1220071	Clarington Sales	24	24
PSA1220081	Line K182 to Distribution	24	24
PSA1220111	Production Gas F52	48	48
PSA1221252	TM6 to T28	10	6
PSA1223031	Sales to RM24	10	10
PSA1225101	E.Brady Distribution to P101	14	8

PSA1225321	Line F4 to Distribution	11	5
PSA1225621	TW 3393 to Distribution	230	230
PSA1300387	Sugar Hill Dump	230	230
PSA1300832	Penfield Bennett	50	50
PSA1300905	Marienville CP	46	46
PSA1301218	Miola Sales	31	31
PSA1301374	Brockway FM100 & F98	200	200
PSA131155A	Clarion City Plant	42	42
PSA1311771	FM120 Feed to VM71	120	120
PSA1321081	Henderson to Distribution	164	164
PSA1321082	Henderson to Distribution	164	164
PSA1322453	Lewis Run K TO C	140	140
PSA1322454	Line A Lewis Run	140	140
PSA1322461	NM44 - SM14	170	170
PSA1324941	Particleboard Plant	44	44
PSA1325071	Federal Prison	21	21
PSA1325072	Federal Prison	21	21
PSA1325561	Island Run to Dist.	250	250
PSA1325562	Island Run to Dist.	150	150
PSA1325801	Van Line M	230	200
PSA1325802	Van Line M	230	200
PSA1325931	Maloney Farm K to C	135	135
PSA1326341	Borden Products	15	15
PSA1401143	Brown Hill	35	35
PSA1401148	Carpenter Station	18	18
PSA1401213	SIGEL SALES	20	20
PSA1401216	Sigel City Sales	31	31
PSA1401233	Westline	26	26
PSA1401248	Clermont FM120	33	33
PSA1401525	Highland Sales	12	12
PSA1424121	Wishaw	20	20
PSA1424421	Clarion Line T5	10	10
PSA1424431	Limestone Line T119	10	10
PSA1424441	Line T5 to Dist.	10	10
PSA1424711	GM97 Sheep Farm Rd	38	38
PSA1425011	Marvindale Line B20	13	14
PSA1425121	KW 3804 to Dist.	8	4
PSA1425551	QM95 to K182	20	20
PSA1426191	G110 to Dist.	28	28
PSS111086	Boone Mtn Storage	200	200
PSS110045O	St Mary's Storage	90	-
PSS0101059	Summit Storage	350	-
PSA0324521	Summit Storage	36	25

(c) Deliveries to or for the account of other EFT shippers

Meter	Location	Pressure Requirement (psig)	
		Winter	Summer
PSN0300659	Northeast Heat&Light	38	38
PSN0300659	Northeast Heat&Light	38	38
PSN1202061	Eastern Natural Gas	48	48
PSN1202062	Eastern Natural Gas	48	48
PSN1300631	Peoples Nat. Gas(SR)	489	394
PSN1302081	Eastern Natural Gas	160	160
PSN1322481	Peoples Nat. Gas(GC)	160	160
PSN1322501	Peoples Nat. Gas(SB)	60	60
PSN1322631	Eastern Natural Gas	300	300
PSN1322641	Eastern Natural Gas	150	160
PSN1400233	Peoples (Bullion)	12	12
PSN1400597	Peoples Nat. Gas(SB)	30	30
PSN1400763	CRG (Emergency)	18	12
PSN1400764	CRG (Sigel)	10	10
PSN1401256	CRG (Hominy Ridge #1)	18	12
PSN1401257	CRG (Hominy Ridge #2)	18	12
PSN1406285	CRG (Greenwood)	20	20
PSN1433511	CRG (HP Tap #3351)	4 OZ	4 OZ
PSN1444319	CRG (Edeburn)	15	15
PSNENG0001E	Natural Addison Av	45	45
PSNENG0002E	Natural Buckeye Dr	47	47
PSNENG0003E	Natural 5 Points	47	47
PSNENG0004E	Natural 5 Points	47	47
NSN92CE04	Rushford Sales	200	150
PPPTRN0001F	Transco Wharton	600	600

4.3 Receipt Requirements

- (a) At the following delivery points to National Fuel Gas Distribution Corporation, requirements are served by upstream pipeline connections which feed directly to the Shipper's market. In these specific cases, Transporter has no facilities through which to replace or supplement natural gas deliveries, and the Shipper is restricted to the pressures and quantities available from such upstream pipelines,

with whom National Fuel Gas Distribution Corporation will contract directly for transportation service. Transporter’s delivery obligation at such points will also be limited by station capacities, which are listed below.

Interconnecting Pipeline	Meter Name/Location	Meter	Pressure Requirement PSIG	Capacity DT/DAY
EGTS*	Belmont	60185	125	2060
EGTS	Caledonia	60154	200	15450
EGTS	Donovan	60178	300	41200
EGTS	Johnsonburg	60047	200	030
EGTS	Sanford	60181	175	20600
EGTS	Silver Springs	60049	200	5150
EGTS	West Wellsville	60179	200	10300
EGTS	Wyoming	60050	300	20600
Somerset Gas Gathering of Pennsylvania	Smethport	630202	100	3100
Tennessee Gas Pipeline	Cochranton	2-0314	400	20600
Tennessee Gas Pipeline	Cranberry Sales	2-0703	400	36050
Tennessee Gas Pipeline	Lewiston	2-0092	200	6000
Tennessee Gas Pipeline	Mayville	2-0088	200	10300
Tennessee Gas Pipeline	Sharon	2-0069	400	70000
Tennessee Gas Pipeline	Pekin	2-0326	200	51500
Tennessee Gas Pipeline	Pettis	2-0071	400	30900
Tennessee Gas Pipeline	Sherman	2-0428	200	4120
Tennessee Gas Pipeline	Townville	2-0390	400	10300
Tennessee Gas Pipeline	Union City	2-0200	200	20600

*EGTS = Eastern Gas Transmission and Storage, Inc.

- (b) Transporter’s delivery pressure obligations set forth in Section 4.2 are subject to its Shippers meeting the receipt pressure requirements set forth in this Section 4.3(b). National would attempt, but would not be obligated, to maintain the delivery pressures set forth in Section 4.2 if receipt pressures fall below the requirements set forth in this Section 4.3(b).

Interconnecting Pipeline	Meter Name/Location	Meter	Pressure Requirement PSIG	Capacity DT/DAY
EGTS	Ellisburg Station	60288	975	103000
EGTS	Ellisburg Storage	NFSTG	1000	103000
EGTS	Eshbaugh	51052	400	27810
EGTS	Leidy	4494	1100	50000
EGTS	Leidy	3549	1100	50000
EGTS	Marilla	2-0502	500	12360
EGTS	Porterville	60051	400	139050
Columbia Gas Transmission	Ellwood City	690533	700	26780
Columbia Gas Transmission	First Fork	632291	500	36050
Columbia Gas Transmission	Sugar Grove	617733	350	10300
Columbia Gas Transmission	Waterford	620549	500	10300
Tennessee Gas Pipeline	Clarence	2-0497	200	165000
Tennessee Gas Pipeline	Colden Storage	6-0003	700	41200
Tennessee Gas Pipeline	Coudersport	2-0074	400	51500
Tennessee Gas Pipeline	East Aurora	2-0077	200	400000
Tennessee Gas Pipeline	Hamburg (E. Eden)	2-0076	200	82400
Tennessee Gas Pipeline	Hebron Storage	6-0001	700	41200
Tennessee Gas Pipeline	Lamont	2-0072	400	30900
Tennessee Gas Pipeline	Nashville Storage	2-0243	200	82400
Tennessee Gas Pipeline	Rose Lake	2-0527	400	154500
Tennessee Gas Pipeline	Rose Lake	1-0110	400	154500
Tennessee Gas Pipeline	Mercer	2-0496	400	30900
Tennessee Gas Pipeline	Wattsburg	2-0075	200	46350
Texas Eastern Transmission	Holbrook*	0015	750	103000
Texas Eastern Transmission	Holbrook*	5054	750	103000
Three Rivers Pipeline	Three Rivers P.L.	TRP268	450	10000
TC Energy	Niagara	1-0902	725	236500
Transcontinental Gas Pipe Line	Leidy	4494	1100	400000
Transcontinental Gas Pipe Line	Leidy	3549	1100	400000
Transcontinental Gas Pipe Line	Wharton	6172	600	139050
Transcontinental Gas Pipe Line	Wharton	3261	600	139050

*Formerly located at Bristoria

4.4 Storage Requirements

This section sets forth the range of injection and withdrawal capabilities associated with each individual storage field operated by Transporter. Transporter's ability to transport quantities of gas between Transporter's storages under the EFT Rate Schedule and particular receipt and delivery points may be constrained by these field specific capabilities.

In addition, during the injection cycle specific storages can only be filled from a single interconnection to an upstream pipeline. In New York; Nashville, Perrysburg, Sheridan and Colden storages can only be filled from the facilities of Tennessee Gas Pipeline Company. Similarly, in Pennsylvania; Hebron Storage can only be filled from Tennessee Gas Pipeline Company.

Therefore, EFT Shippers who have upstream capacity on Tennessee Gas Pipeline Company will have to arrange for quantities to be scheduled on Tennessee Gas Pipeline Company for injection into these specific storages.

Storage Field	Injection Cycle (April 1 - October 31)		Withdrawal Cycle (November 1 - April 15)	
	Flow Range Mmcf/d	Flow Range Mmcf/d	Flow Range Mmcf/d	Flow Range Mmcf/d
Belmouth	4.3	13	5	5
Bennington	30	30	28.8	60
Boone Mtn.	10	10	5	5
Colden	40	40	25	40
Collins	3.5	11	20	40
Corry	6.3	6.7	3.6	40
Derby	3	3	2	2
East Branch	25	50	25	35
Ellisburg	72	90	110	225
Galbraith	12	12	6.5	16
Hebron	30	30	25	25
Henderson	15	30	17.1	30
Holland	20	20	10	20
Keelor	30	30	13.5	40
Lawtons	4	20	10	30
Markle	8	8	1.5	8
Nashville	66	66	35	110
Perrysburg	40	40	18	40
Sheridan	6	30	15	25
ST. Mary's	1	1	1	1
Summit	10	20	24.8	60
Swede Hill	13	13	6.3	8
Tuscarora	21.3	25	57	80
Wellendorf	6	14	5	5
Wharton	28	28	27	40
Zoar	8	65	25	60

5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Fifth Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this rate schedule.

6. RESERVED FOR FUTURE USE

FST RATE SCHEDULE
Firm Storage Transportation Service

1. AVAILABILITY

- 1.1 This rate schedule is available for transportation service by National Fuel Gas Supply Corporation (hereinafter called “Transporter”), associated with a firm storage service provided by Transporter or a provider of storage service that interconnects with Transporter, for any person (hereinafter called “Shipper”) provided that: (i) capacity is available on all portions of Transporter’s system (including primary receipt and delivery points) necessary to provide service on a firm basis throughout the requested term; (ii) Shipper makes a request for service as set forth in Section 31 of the General Terms & Conditions and executes a service agreement for firm transportation service under this FST Rate Schedule in the form contained in this tariff; and (iii) said service complies with the terms and conditions of this FST Rate Schedule.
- 1.2 For purposes of determining the availability of service in processing requests for service hereunder, Transporter shall not grant any said request for transportation service: (i) for which capacity is not available on any portion of its system necessary to provide such service on a firm basis; provided, however, that Transporter may not reject a request for service hereunder solely because of the absence of equipment sufficient to provide Transporter with measurement information from a supervisory control and data acquisition (“SCADA”) system and the ability to remotely adjust gas flows via a SCADA system at any delivery point, unless the installation of such equipment would not be operationally feasible, as determined by Transporter; (ii) which could in Transporter’s judgment interfere with the integrity of its system, or service to existing firm transportation or storage customers; or (iii) if such service does not comply with this FST Rate Schedule or the FST Service Agreement. Transporter shall not be required to grant any said request for transportation service which would require the construction, modification, expansion or acquisition of any facilities. Availability of service is also subject to Section 31 of the General Terms and Conditions - Qualification for Service.
- 1.3 While a determination of capacity on Transporter’s system is reported once each year, on March 1st, in accordance with Section 284.13(d)(2) of the Commission’s regulations, determination of available firm capacity on Transporter’s system shall be made from time to time as capacity becomes available or as requests for service are received hereunder. Subject to

Sections 10, 11 and 26 of the General Terms and Conditions of this tariff, in processing requests for service hereunder, Transporter shall allocate any available firm capacity to persons which make a valid request under Section 31 of the General Terms and Conditions, on a first come, first served basis determined as of the date Transporter received a valid request.

- 1.4 Upon the request of Shipper, firm primary delivery or receipt points (injection or withdrawal) may be added or deleted from time to time provided Transporter can provide service at such points on a firm basis. The availability of service at secondary receipt and delivery points is described in Section 2.4 hereof.
- (a) Availability of service at new primary injection or withdrawal delivery point(s) will be subject to the provisions of this Section 1, and the reassignment of the Shipper's Contract MDITQ or MDWTQ, as defined in Section 2.4, among its existing and new primary delivery point(s).
 - (b) Availability of service at new primary injection or withdrawal receipt point(s) will be subject to the provisions of this Section 1, and the reassignment of the Shipper's Contract MDITQ or MDWTQ, as defined in Section 2.4, among its existing and new primary receipt points.
 - (c) A request for a change in primary receipt or delivery points (injection or withdrawal) shall be set forth on Transporter's Service Request Form, however, the information specified in subsections (c) and (f) of Section 31.1 of the General Terms and Conditions may be omitted.
 - (d) A change will not be made to a primary receipt or delivery point if such change would require capacity that is posted for bidding under Section 26 of the General Terms and Conditions, unless such capacity remains available at the end of the posting period.
- 1.5 With the exception of the Market Pooling Points identified in Section 4.1 of the MPPAS Rate Schedule, this FST Rate Schedule is available only for transportation to delivery points that are equipped with equipment sufficient to provide Transporter with measurement information from a SCADA system and the ability to remotely adjust gas flows via a SCADA system. All primary receipt points must also be equipped with such equipment. Notwithstanding the foregoing, "Transporter's Storage

Facilities” may be used as a secondary receipt point or a secondary delivery point under an FST Service Agreement, and Market Pooling Points identified in Section 4.1 of the MPPAS Rate Schedule may be used as primary or secondary receipt or delivery points under an FST Service Agreement. Transporter may waive the requirement that points be equipped with measurement information from a SCADA system and the ability to remotely adjust gas flows via a SCADA system on a non-discriminatory basis with respect to a delivery point or primary receipt point if it determines that such equipment exists at another point on Transporter’s system and can (a) control gas flows at the delivery or primary receipt point and (b) provide a close approximation of the quantity of gas flowing at such delivery or primary receipt point. In addition, Transporter may, on a non-discriminatory basis (i) waive the requirement to install equipment sufficient to provide it with the ability to remotely adjust gas flows via a SCADA system with respect to a delivery point or primary receipt point if it determines that such capability is not required for operational purposes at such point, and (ii) rescind any such waiver on thirty (30) days notice to affected shippers if it subsequently determines that such capability is required for operational purposes at such point.

- 1.6 In addition to the information specified in Section 31 of the General Terms and Conditions of this tariff, a request for service under this rate schedule shall include the following:
- (a) Receipt/Delivery Points: The primary receipt and delivery points (injection and withdrawal) for the requested transportation together with the name of the entity delivering the gas to Transporter and the name of the entity to receive the gas from Transporter.
 - (b) Gas Quantities: The maximum daily injection quantity (MDITQ) applicable to each primary injection receipt and delivery point, and the maximum daily withdrawal transportation quantity (MDWTQ) applicable to each primary withdrawal receipt and delivery point stated in dekatherms.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The transportation service provided under this FST Rate Schedule shall be performed under Subpart 284G of the Commission’s Regulations or, where specifically referenced in the FST Service Agreement, Subpart 284B of such regulations. This FST Rate Schedule shall apply to all gas transported by Transporter for Shipper pursuant to an FST Service Agreement.
- 2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in Section 8 of the General Terms and Conditions hereof, or whenever necessary to maintain gas quality or the integrity of Transporter’s system. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.
- 2.3 Service hereunder shall consist of:
- (a) the receipt by Transporter of natural gas tendered by Shipper for transportation at the primary injection receipt point(s) specified in the FST Service Agreement, or at secondary receipt points as described in Subsection 2.5, the transportation of that natural gas through or by use of Transporter’s system, and the delivery of that natural gas, after reductions as set out in the FST Service Agreement and Section 3 of this FST Rate Schedule, by Transporter to Shipper or for Shipper’s account at the primary injection delivery point(s) specified in the FST Service Agreement, or at secondary delivery points as described in Subsection 2.5 hereof; and
 - (b) the receipt by Transporter of natural gas tendered by Shipper for transportation at the primary withdrawal receipt point(s) specified in the FST Service Agreement, or at secondary receipt point(s) as described in Subsection 2.5, the transportation of that natural gas through or by use of Transporter’s system, and the delivery of that natural gas, after reductions as set out in the FST Service Agreement and Section 3 of this FST Rate Schedule, by Transporter to Shipper or for Shipper’s account at the primary withdrawal delivery point(s) specified in the FST Service Agreement, or at secondary delivery points as specified in Subsection 2.5 hereof.

- 2.4 Except as provided in Subsection 2.5 and Section 2.6 hereof, Shipper shall have no right:
- (a) to tender quantities of gas at any firm primary injection receipt point in excess of the Maximum Daily Injection Transportation Quantity (MDITQ) specified in the FST Service Agreement for that injection receipt point;
 - (b) to tender quantities of gas at any firm primary withdrawal receipt point in excess of the Maximum Daily Withdrawal Transportation Quantity (MDWTQ) specified in the FST Service Agreement for that withdrawal receipt point;
 - (c) to tender quantities of gas in excess of the Contract MDWTQ on any day at any combination of receipt points;
 - (d) to take delivery of quantities of gas at any firm primary injection delivery point in excess of the MDITQ specified in the FST Service Agreement for that injection delivery point;
 - (e) to take delivery of quantities of gas at any firm primary withdrawal delivery point in excess of the MDWTQ specified in the FST Service Agreement for that withdrawal delivery point; nor
 - (f) to take delivery of quantities of gas in excess of the Contract MDWTQ on any day at any combination of delivery points.

The Contract MDITQ shall be the sum of the MDITQ's applicable to each primary injection receipt point. The sum of the MDITQ's applicable to each primary injection delivery point shall also equal the Contract MDITQ, net of applicable Transportation Fuel and Company Use Retention and Transportation LAUF Retention. The Contract MDWTQ shall be the sum of the MDWTQ's applicable to each primary withdrawal receipt point. The sum of the MDWTQ's applicable to each primary withdrawal delivery point shall also equal the contract MDWTQ.

- 2.5 Subject to the provisions of this FST Rate Schedule, Transporter will:
- (a) accept natural gas tendered by Shipper at a secondary receipt point, and
 - (b) deliver natural gas for the Shipper's account at a secondary delivery point;

provided that such acceptance or delivery would not impair Transporter's ability to provide firm transportation (to another Shipper from a firm primary receipt point or to a firm primary delivery point) or firm storage service, and provided further that any such delivery point(s) are equipped with measurement, control and communication equipment required for firm delivery points. Use of secondary receipt and delivery points by FST Shippers shall be superior to the use of such points by interruptible shippers.

- 2.6 Shipper may request Transporter to receive, transport, and deliver quantities of natural gas in excess of Shipper's Contract MDWTQ or MDITQ any day under the FST Service Agreement. In such case, Transporter will determine whether the delivery capacity of its system will permit such receipt, transportation, and delivery without impairing the ability of Transporter to meet its other delivery obligations. Deliveries pursuant to such scheduled overrun transportation shall be subordinated to all firm transportation and firm storage services and shall be scheduled, together with transportation under Rate Schedule IT.
- 2.7 A shipper receiving service under this FST Rate Schedule shall not lose priority for purposes of this section by the renewal or extension of term of that service.
- 2.8 Service under this FST Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Transporter.
- 2.9 Transporter may reject nominations, require revised nominations, issue operational flow orders or take such other action as is reasonably required to:
- (a) protect any of Transporter's facilities from excessive pressure or other similar threats to the integrity of its system, and

- (b) permit Transporter to inject or withdraw gas from individual storage fields in a manner consistent with the performance characteristics of such fields.

Transporter shall, as soon as is reasonably practicable, notify the Commission and post on its web site the circumstances and justifications for any actions taken pursuant to this Subsection 2.10.

- 2.10 Notwithstanding Section 13 of the General Terms and Conditions, an FST Shipper may change its nomination effective on any hour of the day to reflect changes in quantities to be delivered or received under its transportation contract(s) with pipelines that are physically interconnected with Transporter which are associated with service at FST receipt or delivery points, by notifying Transporter and the interconnecting transporter one hour in advance.

Nominations changed pursuant to this Section 2.11 shall be accepted by Transporter only to the extent that Transporter's scheduling of such change will not reduce the scheduled quantities of another firm shipper.

- 2.11 Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.
- 2.12 The maps and tables appearing in Part 3.030 of this tariff will be used to determine which (if any) of the Market Pooling Points identified in Section 4.1 of the MPPAS Rate Schedule will be considered to lie between Shipper's primary receipt and delivery points, for purposes of scheduling and curtailment.

3. RATE

- 3.1 The maximum and minimum rates for deliveries are set forth in the currently effective Section 4.010 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this tariff.
- 3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:
- (a) Reservation Charge. A charge per month per Dth of Contract MDWTQ.
 - (b) Commodity Charge. A charge per Dth for all gas delivered by Transporter during the billing month except gas delivered into a Market Pool established in accordance with the MPPAS Rate Schedule.
 - (c) Interruptible Gathering (“IG”) Charge. In the event that Transporter transports Shipper’s gas through any pipeline facilities, classified as gathering, a charge per Dth as set forth in Section 4.040 for all gas transported through such facilities during the billing month. Gas transported through the meters shown in the list updated from time to time on Transporter’s web site, shall be subject to the interruptible gathering rate.

The maximum IG rate applicable to a given month shall be based on the Bidweek Survey for Appalachia – Columbia Gas, as published by Natural Gas Intelligence and shall be determined in accordance with the table set forth in Section 4.010. Transporter shall post the interruptible gathering rate applicable for each month on its web site. If this index becomes unavailable, Transporter will file for approval of a substitute representative index and may, at its discretion, use such substitute representative index in the interim.

- (d) An amount to reimburse Transporter for filing fees paid to the Commission associated with the transportation service.
- (e) An amount to reimburse Transporter for the cost of any new facilities installed by Transporter to receive or deliver natural gas for

the account of Shipper; including, but not limited, to equipment sufficient to provide Transporter with measurement information from a SCADA system and the ability to remotely adjust gas flows via a SCADA system.

- 3.3 Transporter will retain the percent of receipts set forth in Section 4.010 as “Transportation Fuel and Company Use Retention” and the percent of receipts set forth in Section 4.010 as “Transportation LAUF Retention”.
- (a) Transporter may from time to time determine point pairs on its system where the Transportation Fuel and Company Use Retention will not be applied to a particular transaction (“Zero Fuel Point Pair Transactions”). Zero Fuel Point Pair Transactions will be determined by a review of projected system flows and the indication that on an aggregate basis no incremental Transportation Fuel or Company Use will be required to facilitate those transactions. Transporter will post on its web site point pairs where the Transportation Fuel and Company Use Retention shall be zero, the quantity eligible for such treatment, and the term of such eligibility. To the extent that more requests for Zero Fuel Point Pair Transaction capacity are received than Transporter has eligible capacity, such capacity will be awarded pursuant to Section 13.2 of the General Terms and Conditions. If Transporter later determines that incremental Transportation Fuel and Company Use is required to facilitate a transaction that had previously been identified as not requiring incremental Transportation Fuel and Company Use, Transporter will post such information to its web site and will require Transportation Fuel and Company Use reimbursement on a going forward basis; provided, however, Transporter will continue to honor any Zero Fuel Point Pair Transactions with respect to primary receipt and delivery points for the shorter of (a) the term of the commitment as posted on Transporter’s web site or (b) the primary term of Shipper’s service agreement
 - (b) Transporter will retain neither the Transportation Fuel and Company Use Retention nor the Transportation LAUF Retention on quantities received directly from Transporter’s storage fields, if such quantities were immediately prior to such receipt stored by Transporter under a firm storage agreement.
 - (c) Transporter will retain neither the Transportation Fuel and Company Use Retention nor the Transportation LAUF Retention on

quantities scheduled for delivery into a Market Pool established under the MPPAS Rate Schedule.

- 3.4 Except as provided by valid rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates less than the maximum rates specified for this rate schedule in Section 4.010; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate for service under this Rate Schedule as set forth in Section 4.010.
- 3.5 Overrun Transportation: For each Dth of gas delivered by Transporter on any day in excess of Shipper's Contract MDWTQ (whether or not scheduled), Shipper shall pay Transporter the applicable rate for Overrun Transportation set forth in Section 4.010 of this tariff.
- 3.6 Reservation Charge Credits:
- (a) General Rule and Applicability: In the event Transporter is unable to make deliveries of the quantity of gas to which Shipper has firm entitlements on any day under an FST service agreement and to which Shipper has nominated for delivery from a primary receipt point to a primary delivery point under such agreement in accordance with this tariff and stands ready to deliver to Transporter in accordance with this tariff, Transporter shall provide a reservation charge credit applicable to the quantity of gas that was nominated and confirmed by Shipper's supplier or upstream pipeline, net of applicable retentions for Transportation LAUF and Transportation Fuel and Company Use, but not delivered; provided, however, Transporter shall not be relieved of the obligation to provide a credit for failure to confirm a nomination for reasons within its control. Subject to Section 3.6(b), the quantity of gas to which the credit shall apply shall be determined as follows:
- (i) when Transporter has given notice of the unavailability of service at least twenty-four (24) hours prior to the 11:30 a.m. deadline for nominations leaving control of the nominating party in the Timely Nomination Cycle, pursuant to Section 13.1(a) of the General Terms and Conditions, (A) the lesser of the applicable MDTQ the average of daily quantities nominated and confirmed from Shipper's primary receipt point to the Shipper's primary delivery point during the most recent seven (7) days preceding the date service became unavailable, during which service was available, less

- (B) the quantity measured as delivered at Shipper's primary delivery point and allocated to Shipper; or
- (i) when Transporter has not given notice as specified in Section 3.6(a)(i), (A) the lesser of the applicable MDTQ or the quantity Shipper has nominated in accordance with this tariff, and which has been confirmed by Shipper's supplier or upstream pipeline, for the day, less (B) the quantity measured as delivered at Shipper's primary delivery point and allocated to Shipper;
- (b) Exceptions and Clarifications: Transporter shall not be obligated to provide a reservation charge credit with respect to quantities
- (i) nominated by Shipper and subsequently delivered by Transporter at another primary or secondary delivery point during the day; provided that Shipper will not be obligated to submit nominations to another delivery point;
 - (ii) that Transporter is unable to schedule at a primary receipt or delivery point due to the allocation of capacity to a Shipper that was properly scheduled in an earlier nomination cycle that is not subject to reduction or "bumping" in the current cycle;
 - (iii) that Transporter delivered at the primary delivery point but were not allocated to Shipper because other shippers without primary firm priority at the point were ranked higher than Shipper under the applicable allocation method for the point;
 - (iv) that Transporter is unable to schedule or deliver due to a failure or inadequacy of supply, transportation or market upstream or downstream of Transporter's system, provided that this clause (iv) shall not apply when Transporter's inability to deliver gas is due to the incidence of force majeure, as defined in Section 8 of the General Terms and Conditions, affecting Transporter and an upstream or downstream pipeline;
 - (v) that Transporter does not accept at a primary receipt point in accordance with the Section 2 of the General Terms and Conditions (Gas Quality);

- (vi) that Shipper elected not to receive at a primary delivery point, except when it refuses to accept deliveries because of Transporter's failure to meet its obligations under this tariff; or
 - (vii) not delivered at a primary delivery point due to scheduled work on Transporter's facilities if Transporter and Shipper have mutually coordinated the timing of the scheduled work and the work is performed in accordance with that schedule.
- (c) Calculation of the Credit:
- (i) When Transporter's inability to deliver gas is due to the incidence of force majeure, as defined in Section 8 of the General Terms and Conditions, the reservation charge credit for the day shall equal the quantity of gas to which the credit applies multiplied by 28.00% of the reservation charge (the portion representing return on equity and related taxes) shown on the table appearing in Part 4 of this tariff, expressed as a daily rate (*i.e.*, the reservation charge times 12 (months) and then divided by 365 (days)); provided, however, that for discounted rate agreements, the credit shall be based on 100% of the portion of the contractual reservation rate, if any, that exceeds 72.00% of the maximum recourse rate, unless otherwise agreed to in writing by Transporter and Shipper.
 - (ii) When Transporter's inability to deliver gas is due to Transporter's scheduling of necessary maintenance and repair of facilities, the tie-in of new facilities, or other causes, excepting the circumstances addressed in Section 3.6(c)(i), the reservation charge credit for the day shall equal the quantity of gas to which the credit applies multiplied by the contractual reservation rate, expressed as a daily rate (*i.e.*, the reservation rate times 12 (months) and then divided by 365 (days)).
 - (iii) Any reservation charge credit will be reflected on the Shipper's monthly invoice and will be applied first to any balances owed by Shipper.
 - (iv) For capacity release transactions, reservation charge credits applicable to the Replacement Shipper shall be determined in

accordance with Section 3.6(c)(i) or 3.6(c)(ii), as applicable, provided that the contractual reservation rate utilized in calculating any applicable credits shall be the lower of the contractual reservation rate of the Releasing Shipper or the contractual reservation rate of the Replacement Shipper. If the Replacement Shipper is paying a volumetric rate, no reservation charge credit will be provided. Billing credits applicable to the Releasing Shipper pursuant to GT&C Section 10.9 shall be calculated without regard to any reservation charge credits provided to the Replacement Shipper pursuant to this Section 3.6. Under no circumstances shall the total of the reservation charge credit exceed the reservation charge Shipper would have paid absent a capacity release by Shipper.

- (v) For a two-year transitional period beginning April 28, 2013, reservation charge credits associated with outages that are required to comply with orders issued by the Pipeline and Hazardous Materials Safety Administration (PHMSA) pursuant to Section 60139(c) of Title 49 of the United States Code, shall be calculated in accordance with clause (i) of this Section 3.6(c). Notices of outages pursuant to this section shall identify the specific PHMSA order with which Transporter is complying.

3.7 Minimum Monthly Bill: The minimum monthly bill shall be the Reservation Charge.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Fifth Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this rate schedule.

IT RATE SCHEDULE
Interruptible Transportation Service

1. AVAILABILITY

- 1.1 This IT Rate Schedule is available for interruptible transportation service by National Fuel Gas Supply Corporation (hereafter called “Transporter”) on behalf of any person (hereinafter called “Shipper”) to the extent that: (i) capacity is available on Transporter’s system from time to time; (ii) Shipper makes a request for service as set forth in Section 31 of the General Terms and Conditions and executes a service agreement for interruptible transportation under this IT Rate Schedule in the form contained in this tariff; and (iii) such service complies with the terms and conditions of this IT Rate Schedule.
- 1.2 In addition to the information specified in Section 31 of the General Terms and Conditions of this tariff, a request for service under this rate schedule shall include the following:
- (a) Gas Quantities: The maximum daily transportation quantity (MDTQ) stated in dekatherms.
 - (b) Receipt/Delivery Point: The designated Receipt Point(s) and Delivery Point(s) for the requested transportation together with the name of the entity delivering the gas to Transporter and the name of the entity to receive the gas from Transporter.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The transportation service provided under this IT Rate Schedule shall be performed under Subpart 284G of the Commission's Regulations or, where specifically referenced in the IT Service Agreement, Subpart 284B of such regulations. This IT Rate Schedule shall apply to all gas transported by Transporter for Shipper pursuant to an IT Service Agreement.
- 2.2 (a) Service hereunder shall be provided on an interruptible basis. Interruption of service includes decreasing, suspending, or discontinuing both the receipt and delivery of gas.
- (b) Service hereunder will be interrupted whenever necessary to provide firm transportation or firm storage services. Service hereunder is also subject to the availability of any necessary upstream or downstream transportation, which shall be the responsibility of Shipper to arrange.
- 2.3 Service hereunder shall consist of the receipt by Transporter of natural gas tendered by Shipper for transportation at the receipt point(s) specified in the IT Service Agreement, the transportation of that natural gas through or by use of Transporter's system, and the delivery of that natural gas (after reductions as set out in the IT Service Agreement and Section 3 of this IT Rate Schedule) by Transporter to Shipper or for Shipper's account at the delivery point(s) specified in the IT Service Agreement.
- 2.4 Shipper may request Transporter to receive, transport, and deliver on any day, quantities of natural gas in excess of Shipper's MDTQ under the IT Service Agreement. In such case, Transporter will determine whether the delivery capacity of its system will permit such receipt, transportation, and delivery obligations.
- 2.5 A Shipper receiving service under this IT Rate Schedule shall not lose priority for purposes of this Section by the renewal or extension of term of that service.
- 2.6 Service under this IT Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Seller.

- 2.7 All receipt and delivery points are available to Shippers as they are added to Transporter's system.
- 2.8 Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.

3. RATE

3.1 The maximum and minimum rates per Dth for service under this rate schedule are set forth in the currently effective Section 4.010 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this tariff.

3.2 For all service rendered under this rate schedule during each month, Shipper shall pay Transporter:

(a) Commodity Charge: A charge per Dth for all gas delivered by Transporter during the billing month except gas delivered into a Market Pool established in accordance with the MPPAS Rate Schedule.

(b) Interruptible Gathering (“IG”) Charge. In the event that Transporter transports Shipper’s gas through any pipeline facilities, classified as gathering, a charge per Dth as set forth in Section 4.040 for all gas transported through such facilities during the billing month. Gas transported through the meters shown in the list updated from time to time on Transporter’s web site, shall be subject to the interruptible gathering rate.

The maximum IG rate applicable to a given month shall be based on the Bidweek Survey for Appalachia – Columbia Gas, as published by Natural Gas Intelligence and shall be determined in accordance with the table set forth in Section 4.010. Transporter shall post the interruptible gathering rate applicable for each month on its web site. If this index becomes unavailable, Transporter will file for approval of a substitute representative index and may, at its discretion, use such substitute representative index in the interim.

(c) An amount to reimburse Transporter for filing fees associated directly with the transportation service and paid to the Commission.

(d) An amount to reimburse Transporter for the costs of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.

- 3.3 (a) Transporter will retain the percent of receipts set forth in Section 4.010 as “Transportation Fuel and Company Use Retention” and the percent of receipts set forth in Section 4.010 as “Transportation LAUF Retention”. Transporter may from time to time determine point pairs on its system where the Transportation Fuel and Company Use Retention will not be applied to a particular transaction (“Zero Fuel Point Pair Transactions”). Zero Fuel Point Pair Transactions will be determined by a review of projected system flows and the indication that on an aggregate basis no incremental Fuel or Company Use will be required to facilitate those transactions. Transporter will post on its web site point pairs where the Transportation Fuel and Company Use Retention shall be zero, the quantity eligible for such treatment, and the term of such eligibility. To the extent that more requests for Zero Fuel Point Pair Transaction capacity are received than Transporter has eligible capacity, such capacity will be awarded pursuant to Section 13.2 of the General Terms and Conditions. If Transporter later determines that incremental Transportation Fuel and Company Use is required to facilitate a transaction that had previously been identified as not requiring incremental Transportation Fuel and Company Use, Transporter will post such information to its web site and will require Transportation Fuel and Company Use reimbursement on a going forward basis; provided, however, Transporter will continue to honor any Zero Fuel Point Pair Transactions with respect to primary receipt and delivery points for the shorter of (a) the term of the commitment as posted on Transporter’s web site or (b) the primary term of Shipper’s service agreement.
- (b) Transporter will retain neither the Transportation Fuel and Company Use Retention nor the Transportation LAUF Retention on quantities scheduled for delivery into a Market Pool established under the MPPAS Rate Schedule.
- 3.4 Except as provided by valid Commission rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates less than the maximum rates specified for this rate schedule in Section 4.010; however, nothing precludes Transporter from charging a rate between the maximum and minimum rates for this service under this Rate Schedule set forth in Section 4.010.
- 3.5 Overrun Transportation: For each Dth of gas delivered by Transporter on any day in excess of Shipper’s Contract MDTQ (whether or not

scheduled), Shipper shall pay Transporter the applicable rate for Overrun Transportation set forth in Section 4.010 of this tariff.

3.6 Minimum Monthly Bill: None.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Fifth Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

PTR RATE SCHEDULE
Plant Thermal Reduction (PTR) Transportation Service

1. **AVAILABILITY**

- 1.1 This PTR Rate Schedule governs the transportation by National Fuel Gas Supply Corporation (hereafter called “Transporter”) of separately nominated liquefiable hydrocarbons (PTR). This Rate Schedule is available to any shipper which has retained the processing rights to the gas delivered into Transporter’s Unprocessed Gas System and which executes a PTR Transportation Agreement wherein Transporter agrees to transport PTR on a basis commensurate with the transportation of the gas with which the PTR is commingled (the “Related Gas Stream”).

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The transportation service provided under this PTR Rate Schedule shall be performed under Subpart 284G of the Commission's Regulations or, where specifically referenced in the PTR Service Agreement, Subpart 284B of such regulations. This PTR Rate Schedule shall apply to all gas transported by Transporter for Shipper pursuant to a PTR Service Agreement.
- 2.2 (a) The character of service under a PTR Service Agreement will be commensurate with service under the service agreement which provides for transportation of the Related Gas Stream.
- (b) For purposes of scheduling and curtailment, PTR quantities will be accorded the same priority as the quantities under the service agreement which provides for transportation of the Related Gas Stream.
- 2.3 Service hereunder shall consist of the receipt by Transporter of natural gas tendered by Shipper for transportation at the receipt point(s) associated with the PTR Service Agreement, the transportation of that natural gas through or by use of Transporter's system, and the delivery of that natural gas by Transporter to Shipper or for Shipper's account at the delivery point(s) specified in the PTR Service Agreement. Each receipt point shall be associated with no more than one PTR Service Agreement.
- 2.4 Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.
- 2.5 Allocation of gas and the hydrocarbons constituents thereof among processing plants, and the redelivery of residue gas, and associated accounting procedures, shall be in accordance with procedures mutually satisfactory to Transporter and Shipper. Gas shall be allocated to shippers based on measured quantities at the Receipt Point(s).
- 2.6 For purposes of nominating service hereunder, Shipper agrees that on a day when the Related Gas Stream is scheduled by Transporter for transportation, Transporter will provide as a nomination on Shipper's behalf the quantity (in Dth per day) of liquefiabiles produced from the Receipt Point(s) attributable to the interest from which Shipper has retained or acquired the right to process such liquefiabiles during the most

recent production month for which data is available at the time of the nomination. For the first production month for a Receipt Point, the nomination will be based on Transporter's reasonable estimate of liquefiable production. This volume provided by Transporter shall be deemed to be Shipper's nomination under this Agreement for transportation to the processing plant(s) specified in the PTR Service Agreement until changed or adjusted by Transporter prospectively pursuant to an allocation of capacity under Section 2.2 above or an update of the historical plant volume reduction information utilized by Transporter.

3. RATE

3.1 Shipper shall reimburse Transporter:

- (a) for any fees associated directly with the transportation service and paid to the Commission; and
- (b) for the cost of any facilities installed by Transporter to receive or deliver natural gas under this Rate Schedule for the account of Shipper.

3.2 Interruptible Gathering (“IG”) Charge. In the event that Transporter transports Shipper’s gas through any pipeline facilities, classified as gathering, and unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this tariff, Shipper shall pay Transporter a charge per Dth as set forth in Section 4.040 of this tariff for all gas transported through such facilities during the billing month. Gas transported through the meters shown in the list updated from time to time on Transporter’s web site, shall be subject to the interruptible gathering rate.

The maximum IG rate applicable to a given month shall be based on the Bidweek Survey for Appalachia – Columbia Gas, as published by Natural Gas Intelligence and shall be determined in accordance with the table set forth in Section 4.010. Transporter shall post the interruptible gathering rate applicable for each month on its web site. If this index becomes unavailable, Transporter will file for approval of a substitute representative index and may, at its discretion, use such substitute representative index in the interim.

3.3 Except as provided by valid Commission rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates less than the maximum rates specified in Section 4.040 of this tariff; however, nothing precludes Transporter from charging a rate between the maximum and minimum rates for this service under this Rate Schedule set forth in Section 4.040 of this tariff.

3.4 Minimum Monthly Bill: None.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Fifth Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

IAS RATE SCHEDULE
INTERRUPTIBLE ADVANCE SERVICE

1. AVAILABILITY

- 1.1 This IAS Rate Schedule is available for interruptible advance service by National Fuel Gas Supply Corporation (hereinafter called “Transporter”) on behalf of any person (hereinafter called “Shipper”) to the extent that: (i) excess deliverability is available from storage fields utilized by Transporter, as posted by Transporter on its web site from time to time; (ii) Shipper makes a request for service as set forth in Section 31 of the General Terms and Conditions and executes a service agreement for interruptible advance service under this IAS Rate Schedule in the form contained in this tariff; (iii) Shipper has arranged for the transportation of the gas to be advanced by Transporter hereunder from storage fields utilized by Transporter to the desired delivery points under the EFT, IT, FT, FST or FT-S Rate Schedules; and (iv) such service complies with the terms and conditions of this IAS Rate Schedule.
- 1.2 In addition to the information specified in Section 31 of the General Terms and Conditions, a request for service under this rate schedule shall include the following:
- (a) Gas Quantities: The Maximum Advance Quantity requested, stated in dekatherms.
 - (b) Receipt Point(s): The designated Receipt Point(s) for the return hereunder of gas service.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The interruptible advanced service provided under this IAS Rate Schedule shall be performed under Subpart 284G of the Commission's Regulations or, where specifically referenced in the IAS Service Agreement, Subpart 284B of such regulations. This IAS Rate Schedule shall apply to all gas advanced by Transporter to Shipper pursuant to an IAS Service Agreement.
- 2.2 (a) Service hereunder shall be provided on an interruptible basis. Interruption of service includes decreasing, suspending, or discontinuing the delivery of gas.
- (b) Service hereunder shall be interrupted whenever necessary to permit Transporter to meet its obligations under firm transportation or firm storage rate schedules.
- 2.3 Service hereunder shall consist of the advance of gas by Transporter, up to the Maximum Advance Quantity specified in the IAS Service Agreement, the delivery of such gas into Transporter's transmission facilities for subsequent transportation pursuant to the EFT, IT, FT, FST or FT-S Rate Schedule, and the acceptance at the receipt point designated in the IAS Service Agreement of the quantity advanced by Transporter hereunder.
- 2.4 Shipper shall be required to return the sum of (i) the quantity of gas advanced by Transporter from storage fields utilized by Transporter, which quantity shall include quantities retained by Transporter during the subsequent transportation of such gas by Transporter, and (ii) a quantity of gas equal to the product obtained by multiplying the quantity of gas described in clause (i) hereof by two (2) times the percentage set forth in Section 4.050 as Storage Operating and LAUF Retention.
- 2.5 Shipper may nominate for the return of advanced gas at any time, subject to Section 13 of the General Terms and Conditions of this tariff, and Transporter shall accept such gas to the extent it has capacity to do so. The voluntary return of advanced gas hereunder shall have a priority of service equal to service under the IT Rate Schedule.
- 2.6 Upon receipt of notification from Transporter, Shipper must return the quantities of gas specified in Section 2.4 hereof within the period of time and according to the schedule specified in Transporter's notification;

provided, however, that such period of time shall be at least forty-eight (48) hours.

- 2.7 Transporter shall not be required to receive or deliver gas at a receipt or delivery point where the total quantity of gas for transportation scheduled is less than that required to operate existing measurement facilities at such point.
- 2.8 A Shipper receiving service under this IAS Rate Schedule shall not lose priority for purposes of this Section by the renewal or extension of term of that service.

3. RATE

- 3.1 The maximum and minimum rates per Dth for service under this rate schedule are set forth in the currently effective in Section 4.050 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this tariff.
- 3.2 For all service rendered under this rate schedule during each month, Shipper shall pay Transporter:
- (a) Advance Charge: A charge per Dth for all gas advanced by Transporter during the billing month.
 - (b) Return Charge: A charge per Dth for all gas returned to Transporter during the billing month.
 - (c) Usage Charge: A charge per Dth for Shipper's advanced gas balance. The usage charge shall be applied on a daily basis. The Shipper's "advanced gas balance" shall be the highest aggregate quantity of Transporter's gas on advance to Shipper hereunder during a day.
 - (d) An amount to reimburse Transporter for the costs of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.
- 3.3 Except as provided by valid Commission rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates less than the maximum rates specified for this rate schedule in Section 4.050; however, nothing precludes Transporter from charging a rate between the maximum and minimum rates under this Rate Schedule set forth in Section 4.050.
- 3.4 Minimum Monthly Bill: None.

4. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Fifth Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

FSS RATE SCHEDULE
Firm Storage Service

1. AVAILABILITY

- 1.1 This rate schedule is available for storage service by National Fuel Gas Supply Corporation (hereinafter called “Transporter”) for any person (hereinafter called “Shipper”) provided that: (i) capacity is available in Transporter’s storage fields necessary to provide service on a firm basis throughout the requested term; (ii) Shipper makes a request for service as set forth in Section 31 of the General Terms and Conditions and executes a service agreement for firm storage service under this FSS Rate Schedule in the form contained in this tariff; and (iii) said service complies with the terms and conditions of this FSS Rate Schedule.
- 1.2 For purposes of determining the availability of service in processing requests for service hereunder, Transporter shall not grant any said request for storage service: (i) for which capacity is not available on any portion of its system necessary to provide such service on a firm basis; (ii) which could in Transporter’s judgment interfere with the integrity of its system, or service to existing firm transportation or firm storage customers; or (iii) if such service does not comply with this FSS Rate Schedule or the FSS Service Agreement. Transporter shall not be required to grant any said request for transportation service which would require the construction, modification, expansion or acquisition of any facilities. Availability of service is also subject to Section 31 of the General Terms and Conditions - Qualification for Service.
- 1.3 While a determination of capacity on Transporter’s system is reported once each year, on March 1st, in accordance with Section 284.13(d)(2) of the Commission’s regulations, determination of available firm capacity on Transporter’s system shall be made from time to time as capacity becomes available or as requests for service are received hereunder. Subject to Sections 10, 11 and 26 of the General Terms and Conditions of this tariff, in processing requests for service hereunder, Transporter shall allocate any available firm capacity to persons which make a valid request under Section 31 of the General Terms and Conditions, on a first come, first served basis determined as of the date Transporter received a valid request.

- 1.4 In addition to the information specified in Section 31 of the General Terms and Conditions, a request for service under this rate schedule shall include the following:
- (a) Gas Quantities: The Maximum Daily Injection Quantity (MDIQ), Maximum Daily Withdrawal Quantity (MDWQ) and the Maximum Storage Quantity (MSQ) stated in dekatherms.
 - (b) Receipt/Delivery Point: If receipts or deliveries are to take place at a point of interconnection between storage facilities utilized by Transporter and another pipeline, the designated Receipt Point(s) and Delivery Point(s) for the requested service together with the name of the entity delivering the gas to Transporter and the name of the entity to receive the gas from Transporter.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The storage service provided under this FSS Rate Schedule shall be performed under Subpart 284G of the Commission's Regulations or, where specifically referenced in the FSS Service Agreement, Subpart 284B of such regulations. This FSS Rate Schedule shall apply to all gas stored by Transporter for Shipper pursuant to an FSS Service Agreement.
- 2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in Section 8 of the General Terms and Conditions hereof, or whenever necessary to maintain gas quality or the integrity of Transporter's system.
- 2.3 Service hereunder shall consist of the receipt of natural gas delivered to storage facilities utilized by Transporter pursuant to a shipper's EFT, IT, FT, FST or FT-S Service Agreement, or pursuant to a transportation agreement with another pipeline where operationally feasible, the injection of gas into storage facilities utilized by Transporter, the storage and withdrawal of that gas, and the delivery of that gas, after reductions as set out in the FSS Service Agreement and Section 3 of this FSS Rate Schedule, into Transporter's transmission facilities for subsequent transportation pursuant to a shipper's EFT, IT, FT, FST or FT-S Service Agreement, or pursuant to a transportation agreement with another pipeline where operationally feasible. Except as provided in Subsections 2.4 and 2.5 hereof, Shipper shall have no right:
- (a) to tender any gas for injection during periods of time not within the Injection Period, as stated in the FSS Service Agreement,
 - (b) to tender for injection on any day a quantity of gas in excess of the sum of the Maximum Daily Injection Quantity (MDIQ) specified in the FSS Service Agreement, and a quantity sufficient to satisfy the retentions described in Section 3.3 hereof,
 - (c) to tender for injection on any day a quantity of gas at a point of interconnection between storage facilities utilized by Transporter and another pipeline in excess of the quantity of gas Transporter is authorized and physically able to inject at such point of interconnection, multiplied by a fraction, the numerator of which is Shipper's Maximum Storage Quantity, and the denominator of which is the total top gas capacity in all of Transporter's storage fields,

- (d) to store a quantity of gas in excess of the Maximum Storage Quantity (MSQ),
 - (e) to withdraw any gas during periods of time not within the Withdrawal Period, as stated in the FSS Service Agreement,
 - (f) to withdraw quantities of gas in excess of the Maximum Daily Withdrawal Quantity (MDWQ) specified in the FSS Service Agreement, or
 - (g) to withdraw on any day a quantity of gas at a point of interconnection between storage facilities utilized by Transporter and another pipeline in excess of the quantity of gas Transporter is authorized and physically able to withdraw at such point of interconnection, multiplied by a fraction, the numerator of which is Shipper's Maximum Storage Quantity, and the denominator of which is the total top gas capacity in all of Transporter's storage fields.
- 2.4 Provided Transporter determines that the receipt of gas and the injection of such gas into storage from Shipper can be accomplished by Transporter without detriment to Transporter's facilities and/or Transporter's ability to meet its firm obligations to other Shippers, Transporter, upon request of Shipper, shall inject on an interruptible basis quantities of gas in excess of the limitations set forth in Sections 2.3 and 2.9 hereof. Such excess quantities shall be referred to as authorized overruns.
- 2.5 Provided such withdrawal from storage and delivery of such gas to Shipper can be accomplished by Transporter without detriment to Transporter's facilities and/or Transporter's ability to meet its firm obligations to other Shippers, Transporter, upon request of Shipper, shall withdraw on an interruptible basis quantities of gas in excess of the limitations set forth in Sections 2.3 and 2.9 hereof. Such excess quantities shall be referred to as authorized overruns.
- 2.6 Transporter shall provide service under this FSS Rate Schedule through its combined utilization of each of its individual storage fields. Shipper's Storage Balance shall not be stored in or allocated to any particular storage field(s).

- 2.7 A shipper receiving service under this FSS Rate Schedule shall not lose priority for purposes of this section by the renewal or extension of term of that service.
- 2.8 Service under this FSS Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Seller.
- 2.9 When necessary to assure that a storage service will not in Transporter's judgment interfere with the integrity of its system, or service to existing firm transportation or firm storage customers, Transporter may limit Shipper's right to inject and/or withdraw gas hereunder in the FSS Service Agreement to specified percentages of the MDIQ and/or MDWQ during specified periods of the Storage Year or while Shipper's Storage Balance is at specified levels, or during other specified periods, and Shipper may be required to reduce its Storage Balance according to a specified schedule, and in such cases the FSS Service Agreement will reflect any such specifications. If Shipper does not reduce its Storage Balance in accordance with a schedule set forth in the FSS Service Agreement, any excess shall be considered a positive imbalance, occurring as of the time Shipper's obligation to reduce its Storage Balance was not satisfied, and shall be subject to Section 14 of the General Terms and Conditions of this tariff, including, without limitation, the transportation balancing fee (which shall apply in addition to all charges due hereunder) and the provisions relating to clearing of imbalances; provided, however, that the maximum transportation balancing fee (i.e., 1.0 x the ISS Rate) shall apply to any and all excess gas in storage.

3. RATE

- 3.1 The maximum and minimum rates for service hereunder are set forth in the currently effective in Section 4.020 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this tariff.
- 3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:
- (a) Storage Capacity Charge. A charge per month per Dth of Maximum Storage Quantity.
 - (b) Storage Demand Charge. A charge per month per Dth of Maximum Daily Withdrawal Quantity.
 - (c) Injection Charge. A charge per Dth for all gas received during the billing month by Transporter for injection hereunder, net of the retention set forth in Section 3.3 hereof.
 - (d) Withdrawal Charge. A charge per Dth for all gas withdrawn during the billing month by Transporter for withdrawal hereunder, net of the retention set forth in Section 3.4 hereof.
 - (e) An amount to reimburse Transporter for filing fees paid to the Commission associated with the additional storage service.
 - (f) An amount to reimburse Transporter for the cost of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.
- 3.3 During injection of gas hereunder, Transporter will retain the percent of gas set forth in Section 4.020 as Storage Operating and LAUF Retention.
- 3.4 During withdrawal of gas hereunder, Transporter will retain the percent of gas set forth in Section 4.020 as Storage Operating and LAUF Retention.
- 3.5 Except as provided by valid rule or regulation, Transporter is not obligated to offer to store or store gas at any rates less than the maximum rates specified for this rate schedule in Section 4.020; however, nothing

precludes Transporter from charging a rate between the maximum and minimum rate specified for service under this Rate Schedule as set forth in Section 4.020.

- 3.6 Each Shipper submitting to Transporter a Customer Nomination pursuant to Section 32 of the General Terms and Conditions of this tariff, for a transfer of Storage Balance shall pay Transporter an administrative charge equal to the current Posted Rate Schedule FSS Storage Balance Transfer Rate ranging between the maximum and the minimum of such rate as set forth in the currently effective Section 4.020 of this tariff. Such charge shall be billed on the invoice for the billing period in which a Customer Nomination Form is received by Transporter.

4. BILLING ADJUSTMENTS

If during the Injection Period Transporter is unable to inject into storage quantities of gas nominated during such period by Shipper for injection and made available to Transporter, then the Storage Demand Charge and the Storage Capacity Charge shall be reduced in the following manner:

If, at the end of the Injection Period, Shipper's Storage Gas Balance is less than Shipper's Maximum Storage Quantity due solely to Transporter's inability to inject gas within the limitations set forth in this Rate Schedule, then the Storage Capacity Charge applicable for the ensuing Withdrawal Period and Injection Period shall be that part of the total Storage Capacity Charge herein provided which Shipper's Storage Balance as of such date bears to Shipper's Storage Capacity.

5. STORAGE FIELD LOSSES

In the event of a loss of gas from one or more storage fields utilized by Transporter resulting from force majeure, such loss shall be allocated among Transporter, lessees of Transporter's storage capacity and each Shipper receiving service under the SS-1, ESS, FSS or ISS Rate Schedule in proportion to the quantities of gas (excluding base gas) of each in storage immediately prior thereto as reasonably determined by Transporter, and if such extraordinary loss exceeds the top gas balances of Transporter and all such lessees and Shippers, such excess will be deemed to be from Transporter's base gas.

Losses of gas from storage fields utilized by Transporter that are not losses resulting from force majeure, as defined below, will be deemed to be gas from Transporter's top gas balance, and, to the extent such losses exceed Transporter's top gas balance, such excess will be deemed to be from Transporter's base gas. For purposes of this Section 5, a loss of gas resulting from force majeure is a loss caused by any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, or similar causes.

Shipper is placed on notice that Transporter may recognize storage gas losses for rate and accounting purposes. Such losses shall be valued at the current replacement cost of gas. After accounting recognition of any such loss, Transporter shall record and maintain a regulatory asset account which shall be maintained until Transporter's next general rate change filing under Section 4 of the Natural Gas Act. In any of Transporter's general rate change filings, Transporter may propose to amortize storage gas losses through its base rates. This provision shall apply to storage gas losses incurred but unamortized as of the date upon which this provision becomes effective, and to those incurred after that date.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Fifth Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter shall apply to and are made a part of this rate schedule.

ESS RATE SCHEDULE
Enhanced Storage Service

1. AVAILABILITY

- 1.1 This rate schedule is available for storage service by National Fuel Gas Supply Corporation (hereinafter called “Transporter”) for shippers receiving firm transportation service under the EFT Rate Schedule (hereinafter called “Shipper”).
- 1.2 For purposes of determining the availability of service in processing requests for service hereunder, Transporter shall not grant any said request for storage service (i) for which capacity is not available on any portion of its system necessary to provide such service on a firm basis; (ii) which could in Transporter’s judgment interfere with the integrity of its system, or service to existing, firm transportation or firm storage customers; or (iii) if such service does not comply with this ESS Rate Schedule or the ESS Service Agreement. Transporter shall not be required to grant any said request for transportation service which would require the construction, modification, expansion or acquisition of any facilities. Availability of service is also subject to Section 31 of the General Terms and Conditions - Qualification for Service.
- 1.3 While a determination of capacity on Transporter’s system is reported once each year, on March 1st, in accordance with Section 284.13(d)(2) of the Commission’s regulations, determination of available firm capacity on Transporter’s system shall be made from time to time as capacity becomes available or as requests for service are received hereunder. Subject to Sections 10, 11 and 26 of the General Terms and Conditions of this tariff, in processing requests for service hereunder, Transporter shall allocate any available firm capacity to persons which make a valid request under Section 31 of the General Terms and Conditions, on a first come, first served basis determined as of the date Transporter received a valid request.
- 1.4 In addition to the information specified in Section 31 of the General Terms and Conditions, for additional service under this rate schedule shall include the following:
 - (a) Gas Quantities: The new Maximum Storage Quantity desired by Shipper.

- (b) Facilities: Identification and location of any facilities proposed to be constructed or installed by any party affected by the proposed additional transportation service.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The storage service provided under this ESS Rate Schedule shall be performed under Subpart 284G of the Commission’s Regulations or, where specifically referenced in the ESS Service Agreement, Subpart 284B of such regulations. This ESS Rate Schedule shall apply to all gas stored by Transporter for Shipper pursuant to an ESS Service Agreement. This ESS Rate Schedule, in conjunction with the EFT Rate Schedule, sets forth the terms and conditions of the “no-notice” transportation service required by Commission Order No. 636 et seq.
- 2.2 Service hereunder shall be provided on a firm basis. However, service may be interrupted for any of the reasons set out in Section 8 of the General Terms and Conditions hereof, or whenever necessary to maintain gas quality or the integrity of Transporter’s system.
- 2.3 Service hereunder shall consist of the receipt of natural gas delivered to storage facilities utilized by Transporter pursuant to Shipper’s EFT Service Agreement, the injection of gas into storage facilities utilized by Transporter, the storage and withdrawal of that gas, and the delivery of that gas, after reductions as set out in the ESS Service Agreement and Section 3 of this ESS Rate Schedule, into Transporter’s transmission facilities for subsequent transportation pursuant to Shipper’s EFT Service Agreement. Except as provided under Subsections 2.6 and 2.7 hereof, Shipper shall have no right:
- (a) to tender any gas for injection during periods of time not within the Injection Period, which shall commence April 1st and end November 1st,
 - (b) to tender for injection on any day a quantity of gas in excess of the sum of the Maximum Daily Injection Quantity (MDIQ) specified in the ESS Service Agreement, or the percentage thereof as is applicable pursuant to Section 2.11 hereof, and a quantity sufficient to satisfy the retentions described in Section 3.3 hereof,
 - (c) to store a quantity of gas in excess of the Maximum Storage Quantity (MSQ),
 - (d) to withdraw quantities of gas on any day during the Withdrawal Period, which shall commence November 1st and end April 15th, in

excess of the Maximum Daily Withdrawal Quantity (MDWQ) specified in the ESS Service Agreement, or the percentage thereof applicable pursuant to Section 2.11 hereof.

- (e) to withdraw gas on any day not within the Withdrawal Period in excess of 24% of the MDWQ specified in the ESS Service Agreement, provided that Transporter may temporarily limit or suspend withdrawals outside the Withdrawal Period as necessary to conduct pressure tests of its storage fields.
- 2.4 Transporter shall provide service under this ESS Rate Schedule through its combined utilization of each of its individual storage fields. Shipper's Storage Balance shall not be stored in or allocated to any particular storage field(s).
- 2.5 Notwithstanding Section 13 of the General Terms and Conditions of this tariff, Transporter will adjust scheduled injections and withdrawals pursuant to an ESS Service Agreement as necessary to balance nominated receipts and actual deliveries under the Shipper's EFT Service Agreement, up to the MDIQ or MDWQ specified in the Shipper's ESS Service Agreement.
- 2.6 Provided Transporter determines that the receipt of gas and the injection of such gas into storage from Shipper can be accomplished by Transporter without detriment to Transporter's facilities and/or Transporter's ability to meet its firm obligations to other Shippers, Transporter, upon request of Shipper, shall inject on an interruptible basis quantities of gas in excess of the limitations set forth in Sections 2.3 and 2.10 hereof. Such excess quantities shall be referred to as authorized overruns.
- 2.7 Provided such withdrawal from storage and delivery of such gas to Shipper can be accomplished by Transporter without detriment to Transporter's facilities and/or Transporter's ability to meet its firm obligations to other Shippers, Transporter, upon request of Shipper, shall withdraw on an interruptible basis quantities of gas in excess of the limitations set forth in Sections 2.3 and 2.10 hereof. Such excess quantities shall be referred to as authorized overruns.
- 2.8 A shipper receiving service under this ESS Rate Schedule shall not lose priority for purposes of this section by the renewal or extension of term of that service.

- 2.9 Service under this ESS Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Seller.
- 2.10 The MDIQ applicable to an ESS Shipper shall equal 1/170th of the MSQ; however, Transporter's obligation to accept gas for injection during the Injection Season shall be limited to eighty-five percent (85%) of the MDIQ whenever Shipper's Storage Balance is at or above eighty percent (80%) of its MSQ.
- 2.11 The MDWQ applicable to an ESS Shipper shall be set forth in the ESS Service Agreement. Transporter's obligation to withdraw gas from storage during the Withdrawal Period shall be limited as follows:

<u>When Shipper's Storage Balance is:</u>	<u>Transporter's Obligation to Withdraw gas is limited to:</u>
greater than 30% of MSQ	100% of the MDWQ
greater than 20% of MSQ but less than or equal to 30% of MSQ	90% of the MDWQ
greater than 10% of MSQ but less than or equal to 20% of MSQ	80% of the MDWQ
greater than 0% of MSQ but less than or equal to 10% of MSQ	70% of the MDWQ

In addition to the limitations set forth above, on any days during the Withdrawal Period on or after March 1st on which Shipper's Storage Balance is greater than thirty percent (30%) of its MSQ, Transporter's obligation to withdraw gas shall be limited to ninety percent (90%) of the MDWQ.

- 2.12 An ESS Shipper must reduce its Storage Balance to thirty percent (30%) of its MSQ by March 31st of each Withdrawal Period. If Shipper does not reduce its Storage Balance to such level, any excess shall be considered an “Excess Storage Balance” for purposes of Section 3 hereof.

3. RATE

- 3.1 The maximum and minimum rates for service hereunder are set forth in the currently effective Section 4.020 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this tariff.
- 3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:
- (a) Storage Capacity Charge. A charge per month per Dth of Maximum Storage Quantity.
 - (b) Storage Demand Charge. A charge per month per Dth of Maximum Daily Withdrawal Quantity.
 - (c) Injection Charge. A charge per Dth for all gas received during the billing month by Transporter for injection hereunder, net of the retention set forth in Section 3.3 hereof.
 - (d) Withdrawal Charge. A charge per Dth for all gas withdrawn during the billing month by Transporter for withdrawal hereunder, net of the retention set forth in Section 3.4 hereof.
 - (e) Excess Balance Charge. A charge per Dth for any Excess Storage Balance occurring at any time between March 15th and March 31st of any year, which shall be computed on a daily basis by multiplying the Excess Storage Balance by a rate equal to one-sixteenth (1/16) of the applicable injection charge under the ISS Rate Schedule.
 - (f) An amount to reimburse Transporter for filing fees paid to the Commission associated with the additional storage service.
 - (g) An amount to reimburse Transporter for the cost of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.
- 3.3 During injection of gas hereunder, Transporter will retain the percent of gas set forth in Section 4.020 as Storage Operating and LAUF Retention.

- 3.4 During withdrawal of gas hereunder, Transporter will retain the percent of gas set forth in Section 4.020 as Storage Operating and LAUF Retention.
- 3.5 Except as provided by valid rule or regulation, Transporter is not obligated to offer to store or store gas at any rates less than the maximum rates specified for this rate schedule in Section 4.020; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate specified for service under this Rate Schedule as set forth in Section 4.020.
- 3.6 Each Shipper submitting to Transporter a Customer Nomination pursuant to Section 32 of the General Terms and Conditions of this tariff, for a transfer of Storage Balance shall pay Transporter an administrative charge equal to the current Posted Rate Schedule FSS Storage Balance Transfer Rate—ranging between the maximum and the minimum of such rate as set forth in the currently effective Section 4.020 of this tariff. Such charge shall be billed on the invoice for the billing period in which a Customer Nomination Form is received by Transporter.
- 3.7 Minimum Monthly Bill: The minimum monthly bill shall be the sum of the Storage Demand Charge and the Storage Capacity Charge.

4. BILLING ADJUSTMENTS

If during the Injection Period Transporter is unable to inject into storage quantities of gas nominated during such period by Shipper for injection and made available to Transporter, then the Storage Demand Charge and the Storage Capacity Charge shall be reduced in the following manner:

If, at the end of the Injection Period, Shipper's Storage Gas Balance is less than Shipper's Maximum Storage Quantity due solely to Transporter's inability to inject gas within the limitations set forth in this Rate Schedule, then the Storage Capacity Charge applicable for the ensuing Withdrawal Period and Injection Period shall be that part of the total Storage Capacity Charge herein provided which Shipper's Storage Balance as of such date bears to Shipper's Storage Capacity.

5. STORAGE FIELD LOSSES

In the event of a loss of gas from one or more storage fields utilized by Transporter resulting from force majeure, such loss shall be allocated among Transporter, lessees of Transporter's storage capacity and each Shipper receiving service under the FSS, SS-1, ESS or ISS Rate Schedule in proportion to the quantities of gas (excluding base gas) of each in storage immediately prior thereto as reasonably determined by Transporter, and if such extraordinary loss exceeds the top gas balances of Transporter and all such lessees and Shippers, such excess will be deemed to be from Transporter's base gas. Losses of gas from storage fields utilized by Transporter that are not losses resulting from force majeure, as defined below, will be deemed to be gas from Transporter's top gas balance, and, to the extent such losses exceed Transporter's top gas balance, such excess will be deemed to be from Transporter's base gas. For purposes of this Section 5, a loss of gas resulting from force majeure is a loss caused by any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, or similar causes.

Shipper is placed on notice that Transporter may recognize storage gas losses for rate and accounting purposes. Such losses shall be valued at the current replacement cost of gas. After accounting recognition of any such loss, Transporter shall record and maintain a regulatory asset account which shall be maintained until Transporter's next general rate change filing under Section 4 of the Natural Gas Act. In any of Transporter's general rate change filings, Transporter may propose to amortize storage gas losses through its base rates. This provision shall apply to storage gas losses incurred but unamortized as of the date upon which this provision becomes effective, and to those incurred after that date.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Fifth Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter shall apply to and are made a part of this rate schedule.

ISS RATE SCHEDULE
Interruptible Storage Service

1. AVAILABILITY

1.1 This rate schedule is available for interruptible storage service by National Fuel Gas Supply Corporation (hereinafter called “Transporter”) for any person (hereinafter called “Shipper”) provided that: (i) capacity is available in storage fields utilized by Transporter from time to time; (ii) Shipper makes a request for service as set forth in Section 31 of the General Terms and Conditions and executes a service agreement for interruptible storage service under this ISS Rate Schedule in the form contained in this tariff and has entered into a service agreement under Transporter’s FT, FT-S, FST, EFT or IT Rate Schedule providing for the receipt and delivery of gas attributable to service hereunder; and (iii) said service complies with the terms and conditions of this ISS Rate Schedule.

1.2 In addition to the information specified in Section 31 of the General Terms and Conditions of this tariff, a request for service under this rate schedule shall include the following:

Gas Quantities: The Maximum Daily Injection and Withdrawal Quantities and the Maximum Storage Quantity (MSQ) stated in dekatherms.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 The storage service provided under this ISS Rate Schedule shall be performed under Subpart 284G of the Commission's Regulations or, where specifically referenced in the ISS Service Agreement, Subpart 284B of such regulations. This ISS Rate Schedule shall apply to all gas stored by Transporter for Shipper pursuant to an ISS Service Agreement.
- 2.2 (a) Service hereunder shall be provided on an interruptible basis. Interruption of service includes decreasing, suspending or discontinuing both the receipt and delivery of gas.
- (b) Service hereunder will be interrupted whenever necessary to effect injections or withdrawals for firm storage customers.
- 2.3 Service hereunder shall consist of the receipt of natural gas delivered to storage facilities utilized by Transporter pursuant to a shipper's transportation service agreement; the injection of such gas into such storage facilities, the storage and withdrawal of that gas, and the delivery of that gas, after reductions as set forth in the ISS Service Agreement and Section 3 of this ISS Rate Schedule, into Transporter's transmission facilities for subsequent transportation pursuant to a shipper's transportation service agreement.
- 2.4 The ISS Service Agreement shall specify the Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity and Maximum Storage Quantity applicable to Shipper.
- 2.5 To the extent storage capacity which is being utilized by a Shipper hereunder is needed by Transporter in order to satisfy or to accommodate Transporter's obligations to firm transportation or storage customers, Transporter shall require Shipper to withdraw all, or any portion, of the gas quantities held in storage by Transporter within thirty (30) days of Transporter's notice to Shipper. If Shipper fails to arrange for the withdrawal from storage of the quantities specified by Transporter in its notice, despite the availability of capacity for the withdrawal of Shipper's gas under its ISS Service Agreement and the transportation of Shipper's gas under its FT, FT-S, FST, EFT or IT Service Agreement, Transporter shall take title to Shipper's ISS Storage Balance that Shipper was instructed to withdraw, free and clear of any adverse claims. Transporter's notice to Shipper may be verbal and in such case shall be followed by a written confirmation.

- 2.6 A shipper receiving service under this ISS Rate Schedule shall not lose priority for purposes of this section by the renewal or extension of term of that service.
- 2.7 Service under this ISS Rate Schedule shall be provided on a basis that is equal in quality for all gas supplies transported hereunder, whether or not purchased from Seller.
- 2.8 Transporter shall provide service under this ISS Rate Schedule through its combined utilization of each of its individual storage fields. Shipper's Storage Balance shall not be stored in or allocated to any particular storage field(s).

3. RATE

- 3.1 The maximum and minimum rates for service hereunder are set forth in the currently effective in Section 4.020 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this tariff.
- 3.2 For all service rendered under this rate schedule, Shipper shall pay Transporter the sum of the following:
- (a) Injection Charge. A charge per Dth for all gas received by Transporter for injection hereunder, net of quantities retained pursuant to Section 3.3 hereof during the billing month.
 - (b) An amount to reimburse Transporter for filing fees paid to the Commission associated with the transportation service.
 - (c) An amount to reimburse Transporter for the cost of any facilities installed by Transporter to receive or deliver natural gas for the account of Shipper.
- 3.3 During receipt and injection of gas hereunder, Transporter will retain the percent of gas set forth in Section 4.020 as Storage Operating and LAUF Retention.
- 3.4 During withdrawal of gas hereunder, Transporter will retain the percent of gas set forth in Section 4.020 as Storage Operating and LAUF Retention.
- 3.5 Except as provided by valid rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates less than the maximum rates specified for this rate schedule in Section 4.020; however, nothing precludes Transporter from charging a rate between the maximum and minimum rate specified for service under this Rate Schedule as set forth in Section 4.020.
- 3.6 Each Shipper submitting to Transporter a Customer Nomination pursuant to Section 32 of the General Terms and Conditions of this tariff, for a transfer of Storage Balance shall pay Transporter an administrative charge equal to the current Posted Rate Schedule FSS Storage Balance Transfer Rate-ranging between the maximum and the minimum of such rate as set

forth in the currently effective in Section 4.020 of this tariff. Such charge shall be billed on the invoice for the billing period in which a Customer Nomination Form is received by Transporter.

- 3.7 In the case of a transfer of Storage Balance from an ESS or FSS Service Agreement to an ISS Service Agreement, the Storage Balance being transferred shall be considered gas received by Transporter for injection hereunder for purposes of Section 3.2(a) of this ISS Rate Schedule, and the Injection Charge shall be applicable to the entire transfer of Storage Balance; provided that the ISS shipper shall be credited with an amount (not in excess of the Injection Charge), for each Dth transferred, equal to the maximum FSS Injection Charge shown in currently effective in Section 4.020 of this tariff.
- 3.8 Minimum Monthly Bill: None

4. STORAGE FIELD LOSSES

In the event of a loss of gas from one or more storage fields utilized by Transporter resulting from force majeure, such loss shall be allocated among Transporter, lessees of Transporter's storage capacity and each Shipper receiving service under FSS, SS-1, ESS or ISS Rate Schedule in proportion to the quantities of gas (excluding base gas) of each in storage immediately prior thereto as reasonably determined by Transporter, and if such extraordinary loss exceeds the top gas balances of Transporter and all such lessees and Shippers, such excess will be deemed from Transporter's base gas. Losses of gas from storage fields utilized by Transporter that are not losses resulting from force majeure, as defined below, will be deemed to be gas from Transporter's top gas balance, and, to the extent such losses exceed Transporter's top gas balance, such excess will be deemed to be from Transporter's base gas. For purposes of this Section 4, a loss of gas resulting from force majeure is a loss caused by any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze-ups, or similar causes.

Shipper is placed on notice that Transporter may recognize storage gas losses for rate and accounting purposes. Such losses shall be valued at the current replacement cost of gas. After accounting recognition of any such loss, Transporter shall record and maintain a regulatory asset account which shall be maintained until Transporter's next general rate change filing under Section 4 of the Natural Gas Act. In any of Transporter's general rate change filings, Transporter may propose to amortize storage gas losses through its base rates. This provision shall apply to storage gas losses incurred but unamortized as of the date upon which this provision becomes effective, and to those incurred after that date.

5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Seller's effective FERC Gas Tariff, Fifth Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this rate schedule.

Reserved for Future Use

RATE SCHEDULE SS-1
110-DAY UNDERGROUND STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available for the purchase of underground gas storage service from National Fuel Gas Supply Corporation (hereinafter called “Transporter”) by any purchaser (hereinafter called “Buyer”) when the Buyer;

- (a) has executed a service agreement, which is accepted by Transporter, for the purchase of service under this rate schedule,
- (b) has entered into such transportation and/or exchange agreement with other parties as may be necessary to accomplish delivery and receipt of gas, and
- (c) has provided base gas to Transporter upon such terms and in such quantities as Transporter may determine to be necessary for development of storage facilities.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule provides a firm storage service available to each customer during the contract year which consists of an annual period commencing April 1 and ending the following March 31.

- 2.1 Subject to Subparagraph 2.4 below, Buyer has the right to have Quantities of Gas in storage up to a maximum quantity specified in the Underground Storage Service Agreement as the “Annual Storage Quantity”.
- 2.2 Subject to Subparagraph 2.4 below, Buyer has the right to make gas available for injection and Transporter will inject such gas into storage from April 1 through October 31 of each contract year (hereinafter the “Injection Season”) at a daily rate not to exceed the Maximum Daily Injection Quantity as set forth in the applicable Underground Storage Service Agreement (hereinafter the “Maximum Daily Injection Quantity”). During the Injection Season, as far in advance as possible and no later than the beginning of the next preceding day, each Buyer shall notify Transporter of the Quantity of Gas, net of the Injection Allowance (as defined in Subparagraph 2.4 below), which it desires to inject in excess of its Maximum Daily Injection Quantity pursuant to Paragraph 7 below. Upon request, Transporter may waive any part of such advance notice requirement, if, in its judgment, operating conditions permit.
- 2.3 Subject to Subparagraph 2.4 below, Buyer will have the right to receive and Transporter will deliver commencing November 1 and terminating March 31 in each contract year (hereinafter the “Withdrawal Season”) that Quantity of Gas which Buyer has in storage on October 31 in such contract year (augmented by any quantity of Buyer’s gas injected during such Withdrawal Season) at a daily rate not exceeding the Maximum Daily Withdrawal Quantity set forth in the applicable Underground Storage Service Agreement (hereinafter the “Maximum Daily Withdrawal Quantity”). During the Withdrawal Season, as far in advance as possible and no later than the beginning of the next preceding day, each Buyer shall notify Transporter of the Quantity of Gas which it desires to withdraw on each day pursuant to this Subparagraph 2.3. Such notice may be given by telephone and shall also specify any Quantity of Gas which Buyer desires to have withdrawn and delivered in excess of its Maximum Daily Withdrawal Quantity pursuant to Paragraph 8 below. Upon request, Transporter may waive any part of such advance notice requirement, if, in its judgment, operating conditions permit.

- 2.4 During injection of gas hereunder, Transporter will retain the percent of gas set forth in Section 4.030 as “Storage Operating and LAUF Retention”. (In connection with gas received by Transporter for injection, the Storage Operating and LAUF Retention shall also be referred to as the “Injection Allowance”). During withdrawal of gas hereunder, Transporter will retain the percent of gas set forth in Section 4.030 as Storage Operating and LAUF Retention (In connection with gas withdrawn from storage, the Storage Operating and LAUF Retention shall also be referred to as the “Withdrawal Allowance”). On any given day during the Injection Season, Buyer shall be permitted to deliver Quantities of Gas to Transporter for injection necessary to satisfy the Injection Allowance and Withdrawal Allowance, occurring during the Injection Season as reported by Transporter. Such additional Quantities of Gas will not reduce Buyer’s Maximum Daily Injection Quantity and will not be considered in determining the Quantities of Gas subject to the Excess Service Charge, but shall be subject to a Surface Operating and LAUF Allowance Charge.

Consequently, Buyer will begin each Withdrawal Season with those Quantities of Gas injected into storage during the immediately preceding Injection Season, less such Quantities of Gas equal to, unless tendered during the Injection Season: (a) the allowances applicable to such Quantities of Gas; and (b) any of Buyer’s Quantities of Gas withdrawn for delivery to Buyer during the Injection Season, plus carryover Quantities of Gas as described in Paragraph 6 of this rate schedule.

- 2.5 Subject to (a) the limitation that Buyer may have in storage at any one time no more than its Annual Storage Quantity, (b) the limitation that Transporter will not be obligated to deliver more than the Quantity of Buyer’s Gas in its possession as reduced by the Injection Allowance and the Withdrawal Allowance, if applicable, and (c) such provisions for transportation as may be made by Buyer for delivery to Transporter and for redelivery to or for the account of Buyer, Buyer may request Transporter to accept for injection gas offered by Buyer and to redeliver gas to or for the account of Buyer Quantities of Gas up to five percent in excess of the respective Maximum Daily Injection Quantity and Maximum Daily Withdrawal Quantity. Upon receiving such request, Transporter shall determine and act upon such request in accordance with Paragraphs 7 and 8 of this rate schedule. In order to facilitate carrying out the procedures set forth in Paragraphs 7 and 8 of this rate schedule, in each contract year Buyer will provide Transporter on the first day of the month immediately preceding the respective Injection Season and Withdrawal Season a schedule showing its best estimate of requested injection volumes and withdrawal volumes during such respective seasons.

- 2.6 Subject to (a) the limitation that Buyer may have in storage at any one time no more than its Annual Storage Quantity, (b) the limitation that Transporter will not be obligated to deliver more than the Quantity of Gas that Buyer has in its possession as reduced except for service provided pursuant to paragraph A(2) and B(2) below, by the Withdrawal Allowance, (c) the limitation that Buyer will not exceed its Maximum Daily Injection Quantity or its Maximum Daily Withdrawal Quantity (except as provided in paragraph 2.5), (d) such provisions for transportation as may be made by Buyer for delivery to Transporter and for redelivery to or for the account of Buyer, and (e) Buyer providing Transporter with a minimum of twenty-four hours prior notice, Transporter shall:
- A. accept for injection gas offered by Buyer during the Withdrawal Season provided: (1) the pressure of the gas being tendered by the transporting pipeline is sufficient to permit Transporter to physically accept the gas from the transporting pipeline at Transporter's Line EC-1, or (2) there are corresponding quantities being delivered by Transporter on behalf of other customers to the same transporting pipeline at Transporter's Line EC-1 from which the quantities tendered for injection would be received so as to permit a back off, or (3) the Buyer tendering gas for injection is concurrently requesting to withdraw gas at quantities equal to or greater than the injection quantities.
 - B. provide withdrawal gas requested by Buyer during the Injection Season provided: (1) the pressure in the Transporter's facilities is sufficient to permit delivery of gas to the respective transporting pipeline's facilities at Transporter's Line EC-1, or (2) there are corresponding quantities being received for injection by Transporter from the same transporting pipeline on behalf of other customers of Transporter from Transporter's Line EC-1, or (3) the Buyer requesting to withdraw gas is concurrently delivering quantities of gas for injection greater than or equal to the quantities being withdrawn.

3. RATES

- 3.1 For all services rendered to Buyer under this Rate Schedule, Buyer shall pay Transporter each month an amount of money calculated as the sum of the following charges. The currently-effective rates per Dth for each charge are set forth in that portion of the currently effective Section 4.030 of this tariff which relates to the Rate Schedule and which are incorporated herein.

Deliverability Charge: The Deliverability Rate times the Buyer's Annual Storage Quantity divided by 110.

Capacity Charge: The Capacity Rate times the Buyer's Annual Storage Quantity.

Injection/Withdrawal Charge: The Injection/Withdrawal Rate times the Quantities of Gas Injected or Withdrawn for the Buyer.

Excess Service Charge: The Excess Service Rate times the Quantities of Gas provided pursuant to Paragraph 2.5 of this Rate Schedule.

Surface Operating and LAUF Allowance Charge: The Injection or Withdrawal Charge times the Quantities of Gas delivered for the express purpose of satisfying the Injection or Withdrawal Allowance.

- 3.2 Notwithstanding Paragraph 3.1, (a) on any day that a Buyer both tenders gas for injection and requests withdrawals of gas from storage pursuant to Paragraphs 2.6 A(2) or B(2) of this rate schedule at the same receipt/delivery point, to the extent that the quantities tendered for injection and the quantities requested to be withdrawn are equal, the Injection/Withdrawal charge shall be \$0.0100/Dth times the Quantities of Gas tendered for injection, plus \$0.0100/Dth times the Quantities of Gas requested for withdrawal. To the extent that the quantities tendered for injection and requested for withdrawal are not equal, the Injection/Withdrawal Charge, or Excess Service Charge, if applicable, reflected in Paragraph 3.1 shall apply to the net difference.

4. MINIMUM BILL

The Minimum monthly bill (hereinafter “Minimum Bill”) shall be the sum of the Deliverability and Capacity charges as stated in Paragraph 3.1.

5. CREDIT FOR DEFAULT QUANTITIES

Buyer shall receive credit against payments due to Transporter for that portion of Buyer's payments made in the immediately preceding contract year measured as followed:

$$\text{Credit} = \frac{\text{Buyer's Payments}}{\text{Buyer's Annual Storage Quantity}} \times \text{Default Quantities}$$

“Credit” represents the amount of credit to be applied against Buyer's payments due to Transporter;

“Buyer's Payments” represents the sum of Buyer's payments to Transporter in the immediately preceding contract year;

“Default Quantities” represents the sum of Quantities of Gas on each day of the Injection Season and of the Withdrawal Season in such contract year;

- (a) which were tendered by Buyer and duly requested by Buyer to be injected or which were in storage and duly requested to be withdrawn and delivered,
- (b) which Transporter was obligated to accept for injection or to withdraw and deliver under Buyer's effective Underground Storage Service Agreement, and
- (c) which Transporter, by reason of its sole negligence or willful breach of the terms of service hereunder, failed to accept for injection or withdraw and deliver prior to the end of such Injection Season or Withdrawal Season; and

“Buyers Annual Storage Quantity” represents the Annual Storage Quantity applicable according to Buyer's Underground Storage Service Agreement as in effect during the applicable contract year; provided that such credit shall be contingent upon Buyer having used its best efforts to, as the case may be,

- (a) make available for injection, during the remaining portion of such Injection Season, Quantities of Gas equivalent to the Default Quantities occurring during such Injection Season, or

- (b) accept Quantities of Gas withdrawn from storage, during the remaining portion of such Withdrawal Season, equivalent to the Default Quantities occurring during such Withdrawal Season.

Any credit due at the end of the last contract year in which Buyer's Underground Storage Service Agreement is in effect shall be paid in cash by Transporter to Buyer. The provisions of this Paragraph 5 shall not in any way affect rights which Buyer has under Paragraph 2 of this rate schedule.

6. CARRYOVER PROVISIONS

For purposes of determining the Quantity of Gas of Buyer in storage as of April 1 of each year until the April 1 immediately following expiration of Buyer's Underground Storage Service Agreement, (a) the Quantity of Gas shall be (i) the Quantity of Gas of Buyer in storage as of the preceding April 1, plus (ii) the Quantity of Gas received for injection (net of the Injection Allowance) during the intervening contract year less (iii) the Quantity of Gas withdrawn and delivered (including the Withdrawal Allowance) during the intervening contract year.

In the event that immediately following the last contract year in which the service agreement is in effect there remains in storage any Quantity of Gas of Buyer of which Buyer, for reasons other than Transporter's sole negligence or willful breach of the terms of service hereunder, has not taken delivery, Buyer shall pay to Transporter for each month or portion thereof during which any of Buyer's gas remains in storage an amount equal to the amount payable in the final month of such last contract year, and Buyer shall have the right to take delivery of such remaining Quantity at the Maximum Daily Withdrawal Quantity.

7. EXCESS INJECTIONS AND APPORTIONMENT OF REQUESTED QUANTITIES

On any day for which Buyer, through the injection notice required by Subparagraph 2.2, requests Transporter to receive for injection Quantities of Gas in excess of said Buyer's Maximum Daily Injection Quantity, together with the applicable Injection Allowance, Transporter shall determine what, if any, portion of the excess Quantity of Gas it will receive, subject always to Transporter's firm obligation to receive gas scheduled for injection by other Buyers under Transporter's Rate Schedules ESS, FSS and SS-1 up to their Maximum Daily Injection Quantities. Transporter may, in making such determination, take into account the fact that one or more other such Buyers have scheduled Quantities of Gas for injection which are less than their Maximum Daily Injection Quantities, but Transporter shall not be obligated to receive such excess Quantities of Gas except to the extent that Transporter may, in its sole judgment, determine that it is expedient for it to do so. Having made such determination, Transporter will receive excess Quantities of Gas to the extent consistent with such determination. Where two or more such buyers request the injection of excess Quantities of Gas on any day and Transporter so determines that it will inject a portion but not the totality of all such requested Quantities of Gas, it shall apportion the excess Quantity of Gas to be injected on such day among the requesting Buyers under Transporter's Rate Schedules ESS, FSS and SS-1 in the relation of their respective Maximum Daily Injection Quantities and shall receive excess gas accordingly.

8. EXCESS WITHDRAWALS AND APPORTIONMENT OF REQUESTED QUANTITIES

On any day for which Buyer, through the withdrawal notice required by Subparagraph 2.3, requests Transporter to withdraw and deliver to or for the account of said Buyer Quantities of Gas in excess of its Maximum Daily Withdrawal Quantity, net of the applicable Withdrawal Allowance, Transporter shall determine what, if any, portion of the excess Quantity of Gas it will withdraw and deliver, subject always to Transporter's firm obligation to withdraw and deliver gas scheduled for withdrawal by other Buyers under Transporter's Rate Schedules ESS, FSS and SS-12 up to their Maximum Daily Withdrawal Quantities. Transporter may, in making such determination take into account the fact that one or more other such Buyers have scheduled Quantities of Gas for withdrawal and delivery which are less than the Maximum Daily Withdrawal Quantities, but Transporter shall not be obligated to withdraw and deliver such excess Quantities of Gas except to the extent that Transporter may, in its sole judgment, determine that it is expedient for it to do so. Having made such determination, Transporter will withdraw and deliver excess gas to the extent consistent with such determination. Where two or more such Buyers request the withdrawal and delivery of excess Quantities of Gas on any day and Transporter so determines that it will withdraw and deliver a portion but not the totality of all such requested Quantities of Gas, it shall apportion the excess Quantity of Gas to be withdrawn and delivered on such day among the requesting Buyers under Transporter's Rate Schedules ESS, FSS and SS-1 in the relation of their respective Maximum Daily Withdrawal Quantities and shall withdraw and deliver excess gas accordingly.

9. CONVERSION TO DEKATHERM BASIS

All services provided under this Rate Schedule SS-1 shall be provided on a dekatherm basis, for operational, gas accounting, billing and all other purposes. Shippers under this rate schedule shall have:

- (a) an Annual Storage Quantity equal to the product obtained by multiplying the Annual Storage Volume set forth in the Shipper's service agreement by 1.032;
- (b) a Maximum Daily Injection Quantity equal to the product obtained by multiplying the Maximum Daily Injection Volume set forth in the Shipper's service agreement (as said volume may vary according to the percentage of Annual Storage Quantity occupied) by 1.032; and
- (c) a Maximum Daily Withdrawal Quantity equal to the product obtained by multiplying the Maximum Daily Withdrawal Volume set forth in the Shipper's service agreement (as said volume may vary according to the percentage of Annual Storage Quantity occupied) by 1.032.

10. GENERAL TERMS AND CONDITIONS

Section 25 of the General Terms and Conditions of this tariff, as well as the other General Terms and Conditions to the extent not modified by Section 25, are made a part of this rate schedule.

MPPAS RATE SCHEDULE
Market Pooling Point Aggregation Service

1. AVAILABILITY

- 1.1 This MPPAS Rate Schedule is available on behalf of any person (hereinafter called “Pool Aggregator”) for the aggregation of natural gas quantities that are nominated for transportation services to be performed by National Fuel Gas Supply Corporation (hereafter called “Transporter”) in accordance with service agreements under the FT, FT-S, EFT, FST or IT Rate Schedules (the “Subject Service Agreements”) provided that: (i) Pool Aggregator makes a request for service as set forth in Section 31 of the General Terms and Conditions and executes a service agreement for market pooling point aggregation service under this MPPAS Rate Schedule in the form contained in this tariff (“MPPAS Service Agreement”); and (ii) such service complies with the terms and conditions of this MPPAS Rate Schedule.
- 1.2 In addition to the information specified in Section 31 of the General Terms and Conditions of this tariff, a request for service under this rate schedule shall include the following:
- (a) Market Pooling Points: The Market Pooling Points at which Pool Aggregator proposes to establish a Market Pool.
 - (b) DUNS Number: The DUNS number for Pool Aggregator.
 - (c) The Maximum Daily Aggregation Quantity requested by Pool Aggregator.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This MPPAS Rate Schedule shall apply to all natural gas aggregated by Transporter for Pool Aggregator under an executed Market Pooling Aggregation Agreement (“MPA Agreement”) that conforms to the form of agreement contained in this tariff. Transportation to and from the Market Pooling Point(s) identified in the MPA Agreement shall be performed pursuant to the Subject Service Agreements under Subpart 284G of the Commission’s Regulations or, where specifically referenced in the Subject Service Agreement, Subpart 284B of such regulations.

3. RATE

3.1 The maximum and minimum rates per Dth for service under this rate schedule are set forth in the currently effective Section 4.050 of this tariff, and these rates are incorporated herein by reference. These rates shall be applicable to service hereunder, unless Transporter and Shipper have agreed upon a negotiated rate pursuant to Section 17.2 of the General Terms and Conditions of this tariff.

3.2 For all service rendered under this rate schedule during each month, Shipper shall pay Transporter:

(a) Commodity Charge: A charge per Dth for all gas scheduled into any Market Pool administered by the Pool Aggregator during the billing month, except that the commodity charge shall not apply to gas scheduled from another Market Pool at the same Market Pooling Point.

3.3 Except as provided by valid Commission rule or regulation, Transporter is not obligated to offer to transport or transport gas at any rates less than the maximum rates specified for this rate schedule in Section 4.050; however, nothing precludes Transporter from charging a rate between the maximum and minimum rates for this service under this Rate Schedule set forth in Section 4.050.

3.4 Minimum Monthly Bill: None.

4. AGGREGATION PROCEDURES

- 4.1 Transporter will establish Market Pooling Points at the following physical locations:
- (a) New Castle (south of TGP Mercer on Line N-M50 at the mainline block valve EWM 5615)
 - (b) Oswayo (west of Ellisburg on Line Y-M2 at the mainline block valve HEM 9685)
 - (c) Sweden (south of Ellisburg on Line Y-M53 at mainline block valve SUP 5036)
 - (d) Ridgway (south of Lamont on Line K at the mainline block valve JOE 5842)
 - (e) Wales (west of the East Aurora station at the mainline block valve WAE 86)
 - (f) Aliquippa (south of Ellwood City on Line N20 at the mainline block valve HOB 1)
- 4.2 A Pool Aggregator may establish a pool (“Market Pool”) at any or all of the locations identified in section 4.1 by submitting a written request to Transporter, on or before 9:00 a.m. central clock time the 20th day of the month preceding the desired effective date, identifying the Market Pooling Point applicable to each Market Pool.
- 4.3 Each Market Pooling Point identified in section 4.2 will be an eligible nomination point for receipts or deliveries under any Subject Service Agreement. All nominations to or from a Market Pooling Point must identify a single Pool Aggregator, by DUNS number, that has established a Market Pool at such Market Pooling Point under Section 4.2. In addition, a Pool Aggregator may submit nominations for the transfer of quantities from a Market Pool it administers to another Market Pool administered by another Pool Aggregator at the same Market Pooling Point. Such nominations are subject to the procedures and other requirements set forth

in Section 13.1 of the General Terms and Conditions, and to Section 7 - Warranty of Title to Gas.

- 4.4 For each Market Pool, Pool Aggregator may aggregate quantities scheduled for delivery into the pool under one or more Subject Service Agreements for further transportation downstream of the Market Pooling Point under one or more other Subject Service Agreements or for sale to one or more other Pool Aggregators or other parties at the Market Pooling Point. Transporter will perform the gas accounting necessary to allocate quantities aggregated by Pool Aggregator at the Market Pooling Point to the appropriate Subject Service Agreement, and, with respect to sales involving parties that are not Pool Aggregators, accept title transfer nominations from Title Transfer Parties in accordance with Section 13.1(f) of the General Terms and Conditions.
- 4.5 During scheduling of service under Subject Service Agreements, nominations into or out of a Market Pool will be cut as necessary to achieve equality between such nominations and to limit daily nominations to the Maximum Daily Aggregation Quantity applicable to each Pool Aggregator. Prior to each Gas Day, Pool Aggregator must submit or provide any revisions to its instructions on how to allocate such cuts among shippers under the Subject Service Agreements. Pool Aggregator must have personnel available by contact during each nomination cycle.

5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's effective FERC Gas Tariff, Fifth Revised Volume No. 1, and any revisions thereof that may be proposed and made effective from time to time hereafter, shall apply to and are made a part of this Rate Schedule.

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