PART VI
GENERAL TERMS AND CONDITIONS

GT&C Section 1. Definitions
GT&C Section 2. Electronic Communication System
GT&C Section 3. Quality of Gas
GT&C Section 4. Measurement
GT&C Section 5. Responsibility During Transportation, Storage or Parking
GT&C Section 6. Procedures for Requesting Service Rights
GT&C Section 7. Contracting for Service Rights
GT&C Section 8. Nomination and Scheduling of Service
GT&C Section 9. Curtailment and Interruption
GT&C Section 10. Points of Receipt
GT&C Section 11. Points of Delivery
GT&C Section 12. Conditions of Receipt and Delivery
GT&C Section 13. Construction of New Receipt or Delivery Facilities
GT&C Section 14. Pooling and In-Field Transfers of Storage Inventory
GT&C Section 15. Procedures For Capacity Release
GT&C Section 16. Non-Conforming Agreements
GT&C Section 17. Statements and Payments
GT&C Section 18. Periodic Rate Adjustments and Surcharges
GT&C Section 19. Warranty and Assignments
GT&C Section 20. Force Majeure
GT&C Section 21. Termination for Default
GT&C Section 22. Regulations
GT&C Section 23. Operating Conditions in Conjunction with Affiliates
GT&C Section 24. Fuel Reimbursement Adjustment
GT&C Section 25. Flow Through of Cash-Out Revenues and Penalties
GT&C Section 26. Business Practices Standards
GT&C Section 27. Miscellaneous
GT&C Section 28. Reservation Charge Credit
PART VI
GENERAL TERMS AND CONDITIONS

GT&C Section 1. Definitions
GT&C Section 2. Electronic Communication System
GT&C Section 3. Quality of Gas
GT&C Section 4. Measurement
GT&C Section 5. Responsibility During Transportation, Storage or Parking
GT&C Section 6. Procedures for Requesting Service Rights
GT&C Section 7. Contracting for Service Rights
GT&C Section 8. Nomination and Scheduling of Service
GT&C Section 9. Curtailment and Interruption
GT&C Section 10. Points of Receipt
GT&C Section 11. Points of Delivery
GT&C Section 12. Conditions of Receipt and Delivery
GT&C Section 13. Construction of New Receipt or Delivery Facilities
GT&C Section 14. Pooling and In-Field Transfers of Storage Inventory
GT&C Section 15. Procedures For Capacity Release
GT&C Section 16. Non-Conforming Agreements
GT&C Section 17. Statements and Payments
GT&C Section 18. Periodic Rate Adjustments and Surcharges
GT&C Section 19. Warranty and Assignments
GT&C Section 20. Force Majeure
GT&C Section 21. Termination for Default
GT&C Section 22. Regulations
GT&C Section 23. Operating Conditions in Conjunction with Affiliates
GT&C Section 24. Fuel Reimbursement Adjustment
GT&C Section 25. Flow Through of Cash-Out Revenues and Penalties
GT&C Section 26. Business Practices Standards
GT&C Section 27. Miscellaneous
PART VI
GENERAL TERMS AND CONDITIONS

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GT&C Section 2. Electronic Communication System
GT&C Section 3. Quality of Gas
GT&C Section 4. Measurement
GT&C Section 5. Responsibility During Transportation, Storage or Parking
GT&C Section 6. Procedures for Requesting Service Rights
GT&C Section 7. Contracting for Service Rights
GT&C Section 8. Nomination and Scheduling of Service
GT&C Section 9. Curtailment and Interruption
GT&C Section 10. Points of Receipt
GT&C Section 11. Points of Delivery
GT&C Section 12. Conditions of Receipt and Delivery
GT&C Section 13. Construction of New Receipt or Delivery Facilities
GT&C Section 14. Pooling and In-Field Transfers of Storage Inventory
GT&C Section 15. Procedures For Capacity Release
GT&C Section 16. Reserved for Future Use
GT&C Section 17. Statements and Payments
GT&C Section 18. Periodic Rate Adjustments and Surcharges
GT&C Section 19. Warranty and Assignments
GT&C Section 20. Force Majeure
GT&C Section 21. Termination for Default
GT&C Section 22. Regulations
GT&C Section 23. Operating Conditions in Conjunction with Affiliates
GT&C Section 24. Fuel Reimbursement Adjustment
GT&C Section 25. Flow Through of Cash-Out Revenues and Penalties
GT&C Section 26. Business Practices Standards
GT&C Section 27. Miscellaneous
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GT&C Section 3. Quality of Gas
GT&C Section 4. Measurement
GT&C Section 5. Responsibility During Transportation, Storage or Parking
GT&C Section 6. Procedures for Requesting Service Rights
GT&C Section 7. Contracting for Service Rights
GT&C Section 8. Nomination and Scheduling of Service
GT&C Section 9. Curtailment and Interruption
GT&C Section 10. Points of Receipt
GT&C Section 11. Points of Delivery
GT&C Section 12. Conditions of Receipt and Delivery
GT&C Section 13. Construction of New Receipt or Delivery Facilities
GT&C Section 14. Pooling and In-Field Transfers of Storage Inventory
GT&C Section 15. Procedures For Capacity Release
GT&C Section 16. Reserved for Future Use
GT&C Section 17. Statements and Payments
GT&C Section 18. Periodic Rate Adjustments and Surcharges
GT&C Section 19. Warranty and Assignments
GT&C Section 20. Force Majeure
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GT&C Section 26. Reserved for Future Use
GT&C Section 27. Miscellaneous
The following General Terms and Conditions are applicable to any service provided hereunder:

1. **DEFINITIONS**

   **British Thermal Unit (Btu)** shall mean the amount of heat required to raise the temperature of one (1) avoirdupois pound of pure water from 58.5°F to 59.5°F under standard conditions as described in Section 4.2.

   **Business Day** shall mean Monday through Friday from 8:00 A.M. to 5:00 P.M. Central Clock Time excluding Federal Banking Holidays.

   **Central Time or Central Clock Time** shall mean the time in the Central Time Zone, as adjusted for Daylight Savings Time and Standard Time.

   **Commission or FERC** shall mean the Federal Energy Regulatory Commission or any successor regulatory agency.

   **Contract Year** as used in Rate Schedules FT, EFT, SCT, IT, EIT, IOS, GDS, TBS, LFT, HFT and DVS shall mean an annual period beginning the first Day of the Month following the effectiveness of the Service Agreement and ending twelve Months later; and as used in Rate Schedules WS, PS, IWS and FS shall mean an annual period beginning April 1 and ending the following March 31.

   **Corresponding Transportation Agreement** shall mean a Transportation Agreement that identifies a Pool Point as a Point of Receipt and provides for further delivery downstream of the Pool Point.

   **Corresponding Shipper** shall mean a Shipper that nominates receipts of Gas at a Pool Point for subsequent delivery under a Corresponding Transportation Agreement.

   **Daily Scheduling Charge** shall mean the charge that applies to a Transportation Agreement when the difference between the sum of the actual Quantities of Gas delivered at any Point of Delivery and the sum of Quantities of Gas nominated at such point exceeds the tolerance level. The Daily Scheduling Charge under normal conditions is set forth in Section 12.11(h) of the General Terms and Conditions and the Daily Scheduling Charge that applies when Panhandle issues an OFO is set forth in Section 12.17 of the General Terms and Conditions.

   **Day** shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 A.M. Central Clock Time. The reference date for any Day shall be the date of the beginning of such Day.

   **Dekatherm (Dt.)** shall mean one thousand cubic feet of Gas (Mcf) with a heat content of 1,000 Btu per cubic foot on a measurement basis specified under Section 4 herein and based on the same pressure base as the volumes.
DVS Party shall mean the entity that has executed a Service Agreement under Rate Schedule DVS with Panhandle.

Electronic Funds Transfer shall mean payments made or effected by wire transfer (Fedwire, CHIPS, or Bank Book Entry) or Automated Clearing House (ACH) or any other recognized electronic or automated payment mechanism that is agreed upon by Shipper and Panhandle in the future.

Electronic Gas Measurement (EGM) shall mean that form of measurement equipment which may consist of a computerized remote terminal unit, transducers and other associated power, radio and sensing and other electronic devices to accomplish Gas measurement and transfer of data, without the use of charts.

Field Area Storage Facilities shall mean the storage facilities Panhandle owns and leases located upstream of the suction side of Panhandle's Haven, Kansas Compressor Station.

Field Zone shall mean the portion of Panhandle's system located on the suction side of Panhandle's Haven, Kansas Compressor Station and extending westward through Kansas, Oklahoma and Texas.

Flow Control Device shall mean a physical valve at a Point of Receipt or Point of Delivery on Panhandle's pipeline which provides Panhandle with control over flowing volumes at that point.

Former Tariff shall mean Panhandle's FERC GAS TARIFF, Original Volume No. 1.

Fuel Reimbursement shall mean the reimbursement of Panhandle by Shipper in kind for fuel usage and lost or unaccounted for Gas.

Gathering shall mean the receipt by Panhandle of Natural Gas from a wellhead or other facility connected to Panhandle's Gathering facilities and its Transportation to the outlet side of Panhandle's facilities at the terminus of any portion of Panhandle's Gathering system or such other mutually agreeable point(s) on Panhandle's Gathering system as set forth in the Transportation Agreement.

IOS Point shall mean the point near Panhandle's Haven, Kansas Compressor Station at which Gas is received for injection into Storage and Gas withdrawn from Storage is delivered to Panhandle under Rate Schedules IOS and IIOS.

Long-Term Agreement shall mean a Transportation or Storage Agreement with a primary term of one year or more from the effective date of the Agreement.

Market Area Storage Facilities shall mean the storage facilities Panhandle owns and leases located downstream of the discharge side of Panhandle's Haven, Kansas Compressor Station.

Market Zone shall mean the portion of Panhandle's system located on the discharge side of Panhandle's Haven, Kansas Compressor Station and extending eastward through Kansas, Missouri, Illinois, Indiana, Ohio and Michigan.
**Master Delivery Point List (MDPL)** shall mean the current list of meter stations and points available to Shippers as Points of Delivery as posted on the Messenger® system at any time.

**Master Parking Point List (MPPL)** shall mean the current list of points available to Shippers as Parking points as posted on the Messenger® system at any time.

**Master Receipt Point List (MRPL)** shall mean the current list of meter stations and points available to Shippers as Points of Receipt as posted on the Messenger® system at any time.

**Maximum Daily Contract Quantity (MDCQ)** shall mean the maximum Quantity of Gas which Panhandle is obligated to deliver on any Day at a Point of Delivery to Shipper as specified in an executed Transportation Agreement.

**Maximum Daily Injection Quantity (MDIQ)** shall mean the maximum Quantity of Gas which Panhandle is obligated to inject into Storage for the account of Shipper on any Day as specified in an executed Storage Agreement.

**Maximum Daily Variance Quantity (MDVQ)** shall mean the maximum Quantity of Gas that Panhandle is obligated to manage under Rate Schedule DVS.

**Maximum Daily Withdrawal Quantity (MDWQ)** shall mean the maximum Quantity of Gas which Panhandle is obligated to withdraw from Storage for the account of Shipper on any Day as specified in an executed Storage Agreement.

**Maximum Rate** shall mean the applicable maximum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule plus all surcharges specified in the General Terms and Conditions as may be applicable from time to time.

**Maximum Stored Quantity (MSQ)** shall mean the maximum Quantity of Gas which Shipper is permitted to have in Storage at any time during the Contract Year as specified in an executed Storage Agreement.

**Messenger®** shall mean the electronic communication system offered by Panhandle on a nondiscriminatory basis to any Shipper that has compatible equipment for electronic transmission of data, provided that such Shipper has been assigned a USERID and password and agrees to comply with the procedures for access to Messenger® and with the procedures for use of the Messenger® system.

**Minimum Rate** shall mean the applicable minimum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule.

**Month** shall mean the period beginning at 9:00 a.m. Central Time on the first Day of the calendar Month and ending at 9:00 a.m. Central Clock Time on the first Day of the next succeeding calendar Month.
**Mcf** shall mean 1,000 cubic feet of Gas.

**Mmcf** shall mean 1,000,000 cubic feet of Gas.

**Natural Gas or Gas** shall mean either Natural Gas unmixed, or a mixture of natural and artificial Gas.

**Negotiated Rate** shall mean the rate agreed to by Shipper and Panhandle which may be less than, equal to or greater than the Maximum Rate but shall not be less than the Minimum Rate. The Negotiated Rate may be based on a rate design other than straight fixed variable and may include a minimum quantity.

**Operational Flow Order (OFO)** shall mean an order issued by Panhandle in the circumstances specified in Section 12.17 requiring a Shipper(s) to take a certain action(s) or to refrain from taking a certain action(s).

**Overrun Charge** shall mean the charge that applies when a Shipper takes Quantities of Gas in excess of the MDCQ as stated in Shipper's Service Agreement under Rate Schedules FT, EFT, SCT, LFT and HFT. Overrun Charge shall also mean the charge that applies when Shipper exceeds the MDIQ or MDWQ under Shipper's Service Agreement as reflected in Section 3.6 of Rate Schedules IOS, WS and FS and Section 4.6 of Rate Schedule PS.

**Panhandle** shall mean Panhandle Eastern Pipe Line Company, LP.

**Parking** shall mean the receipt by Panhandle of Gas from or for the account of Shipper, the holding of such Gas for a period of time and the subsequent redelivery to Shipper.

**Parking Agreement** shall mean an agreement for Parking service provided under Rate Schedule GPS.

**Point of Delivery** shall mean a point at the outlet side of Panhandle's facilities at a point of interconnection between the facilities of Panhandle and the facilities of Shipper or Shipper's designee, a Pool Point or such other mutually agreeable point as set forth in the Service Agreement. Point(s) of Delivery located on the Gathering and transmission portions of Panhandle's system shall be identified in the Service Agreement.

**Point of Receipt** shall mean a point at the inlet side of Panhandle's facilities at a point of interconnection between the facilities of Panhandle and facilities of Shipper or Shipper's designee, a Pool Point or such other mutually agreeable point as set forth in the Service Agreement. Point(s) of Receipt located on the Gathering and transmission portions of Panhandle's system shall be identified in the Service Agreement.

**Pool Point** shall mean a point on Panhandle's system located at or west of Panhandle's Haven, Kansas Compressor Station which has been identified as a Point of Receipt in a Corresponding
Transportation Agreement, subject to Section 14 herein. A Pool Point may not be located at a point where Gas physically enters or leaves Panhandle's system.

**Pooling Shipper** shall mean a Shipper under a Pooling Transportation Agreement.

**Pooling Transportation Agreement** shall mean a Transportation Agreement under Rate Schedules FT, EFT, IT, EIT or LFT that designates a Pool Point as the sole Point of Delivery.

**Primary Path** shall mean the portion of capacity physically located between the designated Primary Points of Receipt and Delivery.

**PS Point** shall mean the point near the Michigan and Ohio state line traversed by Panhandle's pipeline facilities at which Gas is received for injection into Panhandle's Market Area Storage Facilities and Gas withdrawn from such Storage facilities is delivered to Panhandle under Rate Schedule PS.

**Quantity of Gas** or any other substantially similar phrase shall be the number of units of Gas expressed in Dekatherms (Dt.).

**Seasonal Storage** shall mean Storage service provided under Rate Schedules WS, PS, IWS, or FS.

**Service Agreement** shall mean a Transportation Agreement, Storage Agreement, Parking Agreement, or Delivery Variance Service Agreement.

**Shipper** shall mean the entity that has executed a Service Agreement with Panhandle for any capacity release or any Transportation or Storage service.

**Storage** shall mean the receipt by Panhandle of Gas from or for the account of Shipper, the retention by Panhandle of that Gas for a period of time in an underground facility and the redelivery to Shipper.

**Storage Agreement** shall mean an agreement for Storage service provided under Rate Schedules IOS, IIOS, WS, PS, IWS or FS.

**Stored Volume** shall mean the Quantity of Gas held by Panhandle in Storage for Shipper's account at any time.

**Summer Period** shall mean the period from April 1 through October 31.

**Thermal or Thermally Equivalent** shall mean an equal number of Btu's.

**Transportation** shall mean forward haul, backhaul or any other method of transport of Gas as defined in the FERC's Regulations, except Storage.
**Transportation Agreement** shall mean an agreement for Transportation service provided under Rate Schedule FT, EFT, SCT, IT, EIT, LFT, GPS or HFT.

**Unauthorized Gas** shall mean any Quantity of Gas, either received or delivered by Panhandle which cannot be identified as being received or delivered pursuant to a Transportation or Storage withdrawal nomination on behalf of an existing Shipper.

**Unauthorized Overrun Penalty** shall mean the penalty that applies when, on any Day, Shipper takes Quantities of Gas in excess of the MDCQ as stated in the Transportation Agreement or Quantities of Gas in excess of the MDIQ or MDWQ as stated in the Storage Agreement and such excess Quantities have not been scheduled by Panhandle.


**Winter Period** shall mean the period November 1 through March 31 of the next year.

**WS Point** shall mean the point at which Gas is received for injection into Storage and Gas withdrawn from Storage is delivered to Panhandle under Rate Schedules WS, IWS and FS. If Shipper’s Service Agreement provides for Storage service under Rate Schedule WS, IWS, or FS from Panhandle's Market Area Storage Facilities, the WS Point shall be at a point near the Michigan and Ohio state line traversed by Panhandle's pipeline facilities; if Shipper's Service Agreement provides for Storage service under Rate Schedule WS, IWS, or FS from Panhandle's Field Area Storage Facilities, the WS Point shall be at a point near Panhandle's Haven, Kansas Compressor Station.
1. DEFINITIONS

**British Thermal Unit (Btu)** shall mean the amount of heat required to raise the temperature of one (1) avoirdupois pound of pure water from 58.5°F to 59.5°F under standard conditions as described in Section 4.2.

**Business Day** shall mean Monday through Friday from 8:00 A.M. to 5:00 P.M. Central Clock Time excluding Federal Banking Holidays.

**Central Time or Central Clock Time** shall mean the time in the Central Time Zone, as adjusted for Daylight Savings Time and Standard Time.

**Commission or FERC** shall mean the Federal Energy Regulatory Commission or any successor regulatory agency.

**Contract Year** as used in Rate Schedules FT, EFT, SCT, IT, EIT, IOS, IIOS, GDS, TBS, LFT, HFT and DVS shall mean an annual period beginning the first Day of the Month following the effectiveness of the Service Agreement and ending twelve Months later; and as used in Rate Schedules WS, PS, IWS and FS shall mean an annual period beginning April 1 and ending the following March 31.

**Corresponding Transportation Agreement** shall mean a Transportation Agreement that identifies a Pool Point as a Point of Receipt and provides for further delivery downstream of the Pool Point.

**Corresponding Shipper** shall mean a Shipper that nominates receipts of Gas at a Pool Point for subsequent delivery under a Corresponding Transportation Agreement.

**Daily Scheduling Charge** shall mean the charge that applies to a Transportation Agreement when the difference between the sum of the actual Quantities of Gas delivered at any Point of Delivery and the sum of Quantities of Gas nominated at such point exceeds the tolerance level. The Daily Scheduling Charge under normal conditions is set forth in Section 12.11(h) of the General Terms and Conditions and the Daily Scheduling Charge that applies when Panhandle issues an OFO is set forth in Section 12.17 of the General Terms and Conditions.

**Day** shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 A.M. Central Clock Time. The reference date for any Day shall be the date of the beginning of such Day.
Dekatherm (Dt.) shall mean one thousand cubic feet of Gas (Mcf) with a heat content of 1,000 Btu per cubic foot on a measurement basis specified under Section 4 herein and based on the same pressure base as the volumes.

DVS Party shall mean the entity that has executed a Service Agreement under Rate Schedule DVS with Panhandle.

Electronic Funds Transfer shall mean payments made or effected by wire transfer (Fedwire, CHIPS, or Bank Book Entry) or Automated Clearing House (ACH) or any other recognized electronic or automated payment mechanism that is agreed upon by Shipper and Panhandle in the future.

Electronic Gas Measurement (EGM) shall mean that form of measurement equipment which may consist of a computerized remote terminal unit, transducers and other associated power, radio and sensing and other electronic devices to accomplish Gas measurement and transfer of data, without the use of charts.

Field Area Storage Facilities shall mean the storage facilities Panhandle owns and leases located upstream of the suction side of Panhandle's Haven, Kansas Compressor Station.

Field Zone shall mean the portion of Panhandle's system located on the suction side of Panhandle's Haven, Kansas Compressor Station and extending westward through Kansas, Oklahoma and Texas.

Flow Control Device shall mean a physical valve at a Point of Receipt or Point of Delivery on Panhandle's pipeline which provides Panhandle with control over flowing volumes at that point.

Former Tariff shall mean Panhandle's FERC GAS TARIFF, Original Volume No. 1.

Fuel Reimbursement shall mean the reimbursement of Panhandle by Shipper in kind for fuel usage and lost or unaccounted for Gas.

Gathering shall mean the receipt by Panhandle of Natural Gas from a wellhead or other facility connected to Panhandle's Gathering facilities and its Transportation to the outlet side of Panhandle's facilities at the terminus of any portion of Panhandle's Gathering system or such other mutually agreeable point(s) on Panhandle's Gathering system as set forth in the Transportation Agreement.

IOS Point shall mean the point near Panhandle's Haven, Kansas Compressor Station at which Gas is received for injection into Storage and Gas withdrawn from Storage is delivered to Panhandle under Rate Schedules IOS and IIOS.

Long-Term Agreement shall mean a Transportation or Storage Agreement with a primary term of one year or more from the effective date of the Agreement.
**Market Area Storage Facilities** shall mean the storage facilities Panhandle owns and leases located downstream of the discharge side of Panhandle's Haven, Kansas Compressor Station.

**Market Zone** shall mean the portion of Panhandle's system located on the discharge side of Panhandle’s Haven, Kansas Compressor Station and extending eastward through Kansas, Missouri, Illinois, Indiana, Ohio and Michigan.

**Master Delivery Point List (MDPL)** shall mean the current list of meter stations and points available to Shippers as Points of Delivery as posted on the Messenger® system at any time.

**Master Parking Point List (MPPL)** shall mean the current list of points available to Shippers as Parking points as posted on the Messenger® system at any time.

**Master Receipt Point List (MRPL)** shall mean the current list of meter stations and points available to Shippers as Points of Receipt as posted on the Messenger® system at any time.

**Maximum Daily Contract Quantity (MDCQ)** shall mean the maximum Quantity of Gas which Panhandle is obligated to deliver on any Day at a Point of Delivery to Shipper as specified in an executed Transportation Agreement.

**Maximum Daily Injection Quantity (MDIQ)** shall mean the maximum Quantity of Gas which Panhandle is obligated to inject into Storage for the account of Shipper on any Day as specified in an executed Storage Agreement.

**Maximum Daily Variance Quantity (MDVQ)** shall mean the maximum Quantity of Gas that Panhandle is obligated to manage under Rate Schedule DVS.

**Maximum Daily Withdrawal Quantity (MDWQ)** shall mean the maximum Quantity of Gas which Panhandle is obligated to withdraw from Storage for the account of Shipper on any Day as specified in an executed Storage Agreement.

**Maximum Rate** shall mean the applicable maximum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule plus all surcharges specified in the General Terms and Conditions as may be applicable from time to time.

**Maximum Stored Quantity (MSQ)** shall mean the maximum Quantity of Gas which Shipper is permitted to have in Storage at any time during the Contract Year as specified in an executed Storage Agreement.

**Messenger®** shall mean the electronic communication system offered by Panhandle on a nondiscriminatory basis to any Shipper that has compatible equipment for electronic transmission of data, provided that such Shipper has been assigned a USERID and password and agrees to comply with the procedures for access to Messenger® and with the procedures for use of the Messenger® system.
Minimum Rate shall mean the applicable minimum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule.

Month shall mean the period beginning at 9:00 a.m. Central Time on the first Day of the calendar Month and ending at 9:00 a.m. Central Clock Time on the first Day of the next succeeding calendar Month.

Mcf shall mean 1,000 cubic feet of Gas.

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Natural Gas or Gas shall mean either Natural Gas unmixed, or a mixture of natural and artificial Gas.

Negotiated Rate shall mean the rate agreed to by Shipper and Panhandle which may be less than, equal to or greater than the Maximum Rate but shall not be less than the Minimum Rate. The Negotiated Rate may be based on a rate design other than straight fixed variable and may include a minimum quantity.

Operational Flow Order (OFO) shall mean an order issued by Panhandle in the circumstances specified in Section 12.17 requiring a Shipper(s) to take a certain action(s) or to refrain from taking a certain action(s).

Overrun Charge shall mean the charge that applies when a Shipper takes Quantities of Gas in excess of the MDCQ as stated in Shipper's Service Agreement under Rate Schedules FT, EFT, SCT, LFT and HFT. Overrun Charge shall also mean the charge that applies when Shipper exceeds the MDIQ or MDWQ under Shipper's Service Agreement as reflected in Section 3.6 of Rate Schedules IOS, WS and FS and Section 4.6 of Rate Schedule PS.

Panhandle shall mean Panhandle Eastern Pipe Line Company, LP.

Parking shall mean the receipt by Panhandle of Gas from or for the account of Shipper, the holding of such Gas for a period of time and the subsequent redelivery to Shipper.

Parking Agreement shall mean an agreement for Parking service provided under Rate Schedule GPS.

Point of Delivery shall mean a point at the outlet side of Panhandle's facilities at a point of interconnection between the facilities of Panhandle and the facilities of Shipper or Shipper's designee, a Pool Point or such other mutually agreeable point as set forth in the Service Agreement. Point(s) of Delivery located on the Gathering and transmission portions of Panhandle's system shall be identified in the Service Agreement.

Point of Receipt shall mean a point at the inlet side of Panhandle's facilities at a point of interconnection between the facilities of Panhandle and facilities of Shipper or Shipper's
designee, a Pool Point or such other mutually agreeable point as set forth in the Service Agreement. Point(s) of Receipt located on the Gathering and transmission portions of Panhandle's system shall be identified in the Service Agreement.

**Pool Point** shall mean a point on Panhandle's system located at or west of Panhandle's Haven, Kansas Compressor Station which has been identified as a Point of Receipt in a Corresponding Transportation Agreement, subject to Section 14 herein. A Pool Point may not be located at a point where Gas physically enters or leaves Panhandle's system.

**Pooling Shipper** shall mean a Shipper under a Pooling Transportation Agreement.

**Pooling Transportation Agreement** shall mean a Transportation Agreement under Rate Schedules FT, EFT, IT, EIT or LFT that designates a Pool Point as the sole Point of Delivery.

**Primary Path** shall mean the portion of capacity physically located between the designated Primary Points of Receipt and Delivery.

**PS Point** shall mean the point near the Michigan and Ohio state line traversed by Panhandle's pipeline facilities at which Gas is received for injection into Panhandle's Market Area Storage Facilities and Gas withdrawn from such Storage facilities is delivered to Panhandle under Rate Schedule PS.

**Quantity of Gas** or any other substantially similar phrase shall be the number of units of Gas expressed in Dekatherms (Dt.).

**Seasonal Storage** shall mean Storage service provided under Rate Schedules WS, PS, IWS, or FS.

**Service Agreement** shall mean a Transportation Agreement, Storage Agreement, Parking Agreement, or Delivery Variance Service Agreement.

**Storage** shall mean the receipt by Panhandle of Gas from or for the account of Shipper, the retention by Panhandle of that Gas for a period of time in an underground facility and the redelivery to Shipper.

**Storage Agreement** shall mean an agreement for Storage service provided under Rate Schedules IOS, IIOS, WS, PS, IWS or FS.

**Stored Volume** shall mean the Quantity of Gas held by Panhandle in Storage for Shipper's account at any time.

**Summer Period** shall mean the period from April 1 through October 31.

**Thermal or Thermally Equivalent** shall mean an equal number of Btu's.
**Transportation** shall mean forward haul, backhaul or any other method of transport of Gas as defined in the FERC's Regulations, except Storage.

**Transportation Agreement** shall mean an agreement for Transportation service provided under Rate Schedule FT, EFT, SCT, IT, EIT, LFT, GPS or HFT.

**Unauthorized Gas** shall mean any Quantity of Gas, either received or delivered by Panhandle which cannot be identified as being received or delivered pursuant to a Transportation or Storage withdrawal nomination on behalf of an existing Shipper.

**Unauthorized Overrun Penalty** shall mean the penalty that applies when, on any Day, Shipper takes Quantities of Gas in excess of the MDCQ as stated in the Transportation Agreement or Quantities of Gas in excess of the MDIQ or MDWQ as stated in the Storage Agreement and such excess Quantities have not been scheduled by Panhandle.


**Winter Period** shall mean the period November 1 through March 31 of the next year.

**WS Point** shall mean the point at which Gas is received for injection into Storage and Gas withdrawn from Storage is delivered to Panhandle under Rate Schedules WS, IWS and FS. If Shipper's Service Agreement provides for Storage service under Rate Schedule WS, IWS, or FS from Panhandle's Market Area Storage Facilities, the WS Point shall be at a point near the Michigan and Ohio state line traversed by Panhandle's pipeline facilities; if Shipper's Service Agreement provides for Storage service under Rate Schedule WS, IWS, or FS from Panhandle's Field Area Storage Facilities, the WS Point shall be at a point near Panhandle's Haven, Kansas Compressor Station.
GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are applicable to any service provided hereunder:

1. **DEFINITIONS**

   **British Thermal Unit (Btu)** shall mean the amount of heat required to raise the temperature of one (1) avoirdupois pound of pure water from 58.5°F to 59.5°F under standard conditions as described in Section 4.2.

   **Business Day** shall mean Monday through Friday from 8:00 A.M. to 5:00 P.M. Central Time excluding Federal Banking Holidays.

   **Central Time** shall mean Central Clock Time whether Central Standard Time or Central Daylight Savings Time.

   **Commission or FERC** shall mean the Federal Energy Regulatory Commission or any successor regulatory agency.

   **Contract Year** as used in Rate Schedules FT, EFT, SCT, IT, EIT, IOS, IIOS, GDS, TBS, LFT, HFT and DVS shall mean an annual period beginning the first Day of the Month following the effectiveness of the Service Agreement and ending twelve Months later; and as used in Rate Schedules WS, PS, IWS and FS shall mean an annual period beginning April 1 and ending the following March 31.

   **Corresponding Transportation Agreement** shall mean a Transportation Agreement that identifies a Pool Point as a Point of Receipt and provides for further delivery downstream of the Pool Point.

   **Corresponding Shipper** shall mean a Shipper that nominates receipts of Gas at a Pool Point for subsequent delivery under a Corresponding Transportation Agreement.

   **Daily Scheduling Charge** shall mean the charge that applies to a Transportation Agreement when the difference between the sum of the actual Quantities of Gas delivered at any Point of Delivery and the sum of Quantities of Gas nominated at such point exceeds the tolerance level. The Daily Scheduling Charge under normal conditions is set forth in Section 12.11(h) of the General Terms and Conditions and the Daily Scheduling Charge that applies when Panhandle issues an OFO is set forth in Section 12.17 of the General Terms and Conditions.

   **Day** shall mean a period of twenty-four (24) consecutive hours beginning and ending at 9:00 A.M. Central Time. The reference date for any Day shall be the date of the beginning of such Day.
Dekatherm (Dt.) shall mean one thousand cubic feet of Gas (Mcf) with a heat content of 1,000 Btu per cubic foot on a measurement basis specified under Section 4 herein and based on the same pressure base as the volumes.

DVS Party shall mean the entity that has executed a Service Agreement under Rate Schedule DVS with Panhandle.

Electronic Funds Transfer shall mean payments made or effected by wire transfer (Fedwire, CHIPS, or Bank Book Entry) or Automated Clearing House (ACH) or any other recognized electronic or automated payment mechanism that is agreed upon by Shipper and Panhandle in the future.

Electronic Gas Measurement (EGM) shall mean that form of measurement equipment which may consist of a computerized remote terminal unit, transducers and other associated power, radio and sensing and other electronic devices to accomplish Gas measurement and transfer of data, without the use of charts.

Field Area Storage Facilities shall mean the storage facilities Panhandle owns and leases located upstream of the suction side of Panhandle's Haven, Kansas Compressor Station.

Field Zone shall mean the portion of Panhandle's system located on the suction side of Panhandle's Haven, Kansas Compressor Station and extending westward through Kansas, Oklahoma and Texas.

Flow Control Device shall mean a physical valve at a Point of Receipt or Point of Delivery on Panhandle's pipeline which provides Panhandle with control over flowing volumes at that point.

Former Tariff shall mean Panhandle's FERC GAS TARIFF, Original Volume No. 1.

Fuel Reimbursement shall mean the reimbursement of Panhandle by Shipper in kind for fuel usage and lost or unaccounted for Gas.

Gathering shall mean the receipt by Panhandle of Natural Gas from a wellhead or other facility connected to Panhandle's Gathering facilities and its Transportation to the outlet side of Panhandle's facilities at the terminus of any portion of Panhandle's Gathering system or such other mutually agreeable point(s) on Panhandle's Gathering system as set forth in the Transportation Agreement.

IOS Point shall mean the point near Panhandle's Haven, Kansas Compressor Station at which Gas is received for injection into Storage and Gas withdrawn from Storage is delivered to Panhandle under Rate Schedules IOS and IIOS.

Long-Term Agreement shall mean a Transportation or Storage Agreement with a primary term of one year or more from the effective date of the Agreement.
**Market Area Storage Facilities** shall mean the storage facilities Panhandle owns and leases located downstream of the discharge side of Panhandle's Haven, Kansas Compressor Station.

**Market Zone** shall mean the portion of Panhandle's system located on the discharge side of Panhandle's Haven, Kansas Compressor Station and extending eastward through Kansas, Missouri, Illinois, Indiana, Ohio and Michigan.

**Master Delivery Point List (MDPL)** shall mean the current list of meter stations and points available to Shippers as Points of Delivery as posted on the Messenger® system at any time.

**Master Parking Point List (MPPL)** shall mean the current list of points available to Shippers as Parking points as posted on the Messenger® system at any time.

**Master Receipt Point List (MRPL)** shall mean the current list of meter stations and points available to Shippers as Points of Receipt as posted on the Messenger® system at any time.

**Maximum Daily Contract Quantity (MDCQ)** shall mean the maximum Quantity of Gas which Panhandle is obligated to deliver on any Day at a Point of Delivery to Shipper as specified in an executed Transportation Agreement.

**Maximum Daily Injection Quantity (MDIQ)** shall mean the maximum Quantity of Gas which Panhandle is obligated to inject into Storage for the account of Shipper on any Day as specified in an executed Storage Agreement.

**Maximum Daily Variance Quantity (MDVQ)** shall mean the maximum Quantity of Gas that Panhandle is obligated to manage under Rate Schedule DVS.

**Maximum Daily Withdrawal Quantity (MDWQ)** shall mean the maximum Quantity of Gas which Panhandle is obligated to withdraw from Storage for the account of Shipper on any Day as specified in an executed Storage Agreement.

**Maximum Rate** shall mean the applicable maximum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule plus all surcharges specified in the General Terms and Conditions as may be applicable from time to time.

**Maximum Stored Quantity (MSQ)** shall mean the maximum Quantity of Gas which Shipper is permitted to have in Storage at any time during the Contract Year as specified in an executed Storage Agreement.

**Messenger®** shall mean the electronic communication system offered by Panhandle on a nondiscriminatory basis to any Shipper that has compatible equipment for electronic transmission of data, provided that such Shipper has been assigned a USERID and password and agrees to comply with the procedures for access to Messenger® and with the procedures for use of the Messenger® system.
Minimum Rate shall mean the applicable minimum rate as set forth on the Currently Effective Rates for the applicable Rate Schedule.

Month shall mean the period beginning at 9:00 a.m. Central Time on the first Day of the calendar Month and ending at 9:00 a.m. Central Time on the first Day of the next succeeding calendar Month.

Mcf shall mean 1,000 cubic feet of Gas.

Mmcf shall mean 1,000,000 cubic feet of Gas.

Natural Gas or Gas shall mean either Natural Gas unmixed, or a mixture of natural and artificial Gas.

Negotiated Rate shall mean the rate agreed to by Shipper and Panhandle which may be less than, equal to or greater than the Maximum Rate but shall not be less than the Minimum Rate. The Negotiated Rate may be based on a rate design other than straight fixed variable and may include a minimum quantity.

Operational Flow Order (OFO) shall mean an order issued by Panhandle in the circumstances specified in Section 12.17 requiring a Shipper(s) to take a certain action(s) or to refrain from taking a certain action(s).

Overrun Charge shall mean the charge that applies when a Shipper takes Quantities of Gas in excess of the MDCQ as stated in Shipper's Service Agreement under Rate Schedules FT, EFT, SCT, LFT and HFT. Overrun Charge shall also mean the charge that applies when Shipper exceeds the MDIQ or MDWQ under Shipper's Service Agreement as reflected in Section 3.6 of Rate Schedules IOS, WS and FS and Section 4.6 of Rate Schedule PS.

Panhandle shall mean Panhandle Eastern Pipe Line Company, LP.

Parking shall mean the receipt by Panhandle of Gas from or for the account of Shipper, the holding of such Gas for a period of time and the subsequent redelivery to Shipper.

Parking Agreement shall mean an agreement for Parking service provided under Rate Schedule GPS.

Point of Delivery shall mean a point at the outlet side of Panhandle's facilities at a point of interconnection between the facilities of Panhandle and the facilities of Shipper or Shipper's designee, a Pool Point or such other mutually agreeable point as set forth in the Service Agreement. Point(s) of Delivery located on the Gathering and transmission portions of Panhandle's system shall be identified in the Service Agreement.

Point of Receipt shall mean a point at the inlet side of Panhandle's facilities at a point of interconnection between the facilities of Panhandle and facilities of Shipper or Shipper's
designee, a Pool Point or such other mutually agreeable point as set forth in the Service Agreement. Point(s) of Receipt located on the Gathering and transmission portions of Panhandle’s system shall be identified in the Service Agreement.

**Pool Point** shall mean a point on Panhandle’s system located at or west of Panhandle’s Haven, Kansas Compressor Station which has been identified as a Point of Receipt in a Corresponding Transportation Agreement, subject to Section 14 herein. A Pool Point may not be located at a point where Gas physically enters or leaves Panhandle’s system.

**Pooling Shipper** shall mean a Shipper under a Pooling Transportation Agreement.

**Pooling Transportation Agreement** shall mean a Transportation Agreement under Rate Schedules FT, EFT, IT, EIT or LFT that designates a Pool Point as the sole Point of Delivery.

**Primary Path** shall mean the portion of capacity physically located between the designated Primary Points of Receipt and Delivery.

**PS Point** shall mean the point near the Michigan and Ohio state line traversed by Panhandle’s pipeline facilities at which Gas is received for injection into Panhandle’s Market Area Storage Facilities and Gas withdrawn from such Storage facilities is delivered to Panhandle under Rate Schedule PS.

**Quantity of Gas** or any other substantially similar phrase shall be the number of units of Gas expressed in Dekatherms (Dt.).

**Seasonal Storage** shall mean Storage service provided under Rate Schedules WS, PS, IWS, or FS.

**Service Agreement** shall mean a Transportation Agreement, Storage Agreement, Parking Agreement, or Delivery Variance Service Agreement.

**Storage** shall mean the receipt by Panhandle of Gas from or for the account of Shipper, the retention by Panhandle of that Gas for a period of time in an underground facility and the redelivery to Shipper.

**Storage Agreement** shall mean an agreement for Storage service provided under Rate Schedules IOS, IIOS, WS, PS, IWS or FS.

**Stored Volume** shall mean the Quantity of Gas held by Panhandle in Storage for Shipper’s account at any time.

**Summer Period** shall mean the period from April 1 through October 31.

**Thermal or Thermally Equivalent** shall mean an equal number of Btu’s.
Transportation shall mean forward haul, backhaul or any other method of transport of Gas as defined in the FERC's Regulations, except Storage.

Transportation Agreement shall mean an agreement for Transportation service provided under Rate Schedule FT, EFT, SCT, IT, EIT, LFT, GPS or HFT.

Unauthorized Gas shall mean any Quantity of Gas, either received or delivered by Panhandle which cannot be identified as being received or delivered pursuant to a Transportation or Storage withdrawal nomination on behalf of an existing Shipper.

Unauthorized Overrun Penalty shall mean the penalty that applies when, on any Day, Shipper takes Quantities of Gas in excess of the MDCQ as stated in the Transportation Agreement or Quantities of Gas in excess of the MDIQ or MDWQ as stated in the Storage Agreement and such excess Quantities have not been scheduled by Panhandle.


Winter Period shall mean the period November 1 through March 31 of the next year.

WS Point shall mean the point at which Gas is received for injection into Storage and Gas withdrawn from Storage is delivered to Panhandle under Rate Schedules WS, IWS and FS. If Shipper's Service Agreement provides for Storage service under Rate Schedule WS, IWS, or FS from Panhandle's Market Area Storage Facilities, the WS Point shall be at a point near the Michigan and Ohio state line traversed by Panhandle's pipeline facilities; if Shipper's Service Agreement provides for Storage service under Rate Schedule WS, IWS, or FS from Panhandle's Field Area Storage Facilities, the WS Point shall be at a point near Panhandle's Haven, Kansas Compressor Station.
2. ELECTRONIC COMMUNICATION SYSTEM

2.1 Panhandle has established an interactive electronic communication system, the Messenger® system, for use by any party, including Shippers and potential Shippers. The Messenger® system will be available on a nondiscriminatory basis to any party (hereinafter the "User") that has compatible equipment for electronic transmission of data, provided that such party has been assigned a user identification (USERID) and password, executes a Messenger® Agreement in the form prescribed in this tariff and agrees to comply with the procedures for use of the Messenger® system. Panhandle will provide timely and equal access to any and all information available on the Messenger® system.

2.2 The Messenger® system will provide on-line help, an interactive search function that permits Users to locate all information concerning a specific transaction, and menus that permit Users to access separately each record in the capacity allocation log, notices of available capacity, affiliate and standards of conduct information. The Messenger® system will permit Users to electronically download a file(s) from the Messenger® system and to split files into smaller files prior to such download. Panhandle will maintain and retain daily backup records of the information displayed on the Messenger® system for three years and permit Users to review those records, which will be archived and reasonably accessible. Information on the most recent entries will appear ahead of older information. Panhandle will periodically purge transactions from current Messenger® system files when transactions have been completed. Information that has been purged from the Messenger® system will be archived and will be available in hard copy for public inspection by appointment during regular business hours at Panhandle’s principal place of business for at least three years thereafter and will be made available in electronic format. Notwithstanding this Section 2.2, Panhandle shall retain its affiliate waiver log for five years from the date of the waiver posting.

2.3 The Messenger® system may be used to: (a) interactively execute or amend Service Agreements, and provide nominations pursuant to the applicable rate schedule and these General Terms and Conditions; (b) exercise a Right of First Refusal as an existing Shipper pursuant to Section 7.2 of the General Terms and Conditions or submit a bid as a Potential Shipper under such section; and (c) release capacity service rights pursuant to Section 15 of the General Terms and Conditions.
2.4 Through the Messenger® system the User may obtain:

(a) Information concerning the availability of capacity for firm and interruptible Transportation and Storage services (i) at receipt points (ii) on the mainline, (iii) at delivery points, and (iv) in Storage fields, and whether the capacity is available from Panhandle directly, through exercise of a Shipper's Right of First Refusal, or through capacity release from a Shipper.

(b) A listing of Point(s) of Receipt on Panhandle's system including the following information:

   (i) Designation of Point of Receipt;
   (ii) Location of Point of Receipt;
   (iii) Operator name;
   (iv) Availability of EGM;
   (v) Whether the Point of Receipt is located on the transmission or Gathering portions of Panhandle's system;
   (vi) Total firm capacity subscribed at the point;
   (vii) Whether the point is measured by Panhandle or a third party.

(c) The minimum price, quantity, terms, special conditions, and releasing party names for all release notices submitted pursuant to Section 15 of the General Terms and Conditions.

(d) The price, term, and quantity offered for release of service rights under Section 15 of the General Terms and Conditions.

(e) The price, term, quantity, and names of parties for all completed releases of service rights under Section 15 of the General Terms and Conditions.

(f) The log of data used to allocate capacity.

(g) Panhandle's currently effective FERC Gas Tariff.

(h) On a best efforts basis, information concerning operational pressures at major pipeline interconnection points.

2.5 Electronic data interchange will be available on a nondiscriminatory basis to any party. A mutually acceptable agreement between Panhandle and such party is required for electronic transmission of data.

2.6 Any provisions of this FERC Gas Tariff requiring that matters be written or in writing are satisfied by either Shipper or Panhandle utilizing electronic transmission through the Messenger® system in accordance with the procedures for utilization of the Messenger® system or electronic data interchange as provided for in the Commission approved or
permitted data sets, provided, however, that notification utilizing electronic data interchange or the Messenger® system which require actions by Shipper within 48 hours or less shall also be communicated by telephone or in writing. All other provisions requiring items or information to be written or in writing remain unchanged.

2.7 A Messenger® system User shall utilize the Messenger® system only in a manner permitted by, and subject to the conditions of, its Messenger® Agreement. Panhandle’s liability for any damages which result from any use of the Messenger® system shall be limited to the direct results of Panhandle’s negligence, bad faith, fraud or willful misconduct and shall not extend to consequential, indirect or punitive damages.
3. QUALITY OF GAS

3.1 Gas received and delivered shall be merchantable Natural Gas; shall be free of water and liquid hydrocarbons; shall contain not more than 7 pounds of water vapor per MMcf, 1.0 grain of hydrogen sulphide and 20 grains of total sulphur (reduced by sulphur caused by odorization equipment) per 100 cubic feet; 2% of carbon dioxide (by volume), and 50 parts per million of oxygen; shall not contain any active bacteria or bacterial agent, including but not limited to sulphate reducing bacteria and acid producing bacteria; shall not contain any hazardous or toxic substances; and shall not exceed 120°F Fahrenheit in temperature. The Gas shall have a total or gross heating value of not less than nine hundred fifty (950) Btu and not more than one thousand two hundred (1,200) Btu per cubic foot at the Point of Receipt. Panhandle shall not be obligated to accept Gas for Transportation or Storage which does not meet these quality provisions. Shipper shall reimburse Panhandle for any loss, cost, damage, or expense incurred by Panhandle as a direct or indirect result of Shipper's failure to comply with the provisions of this Section 3.1.

3.2 If the Gas offered for Transportation by Shipper fails at any time to conform to any of the specifications set forth herein, then Panhandle shall have the right, either by written, oral or telephonic notice to Shipper, to refuse to accept all or any portion of such quality deficient Gas. If Panhandle refuses to accept Gas tendered by Shipper because such Gas does not conform to the specifications set forth herein, Shipper shall not be relieved of its obligation to pay any Access, Reservation, Transmission or Gathering charges or any other applicable charge in Panhandle's tariff, Rate Schedules or Service Agreements.

3.3 Panhandle shall have the unqualified right to commingle Gas transported and/or stored hereunder with Gas from other sources. It is recognized that Gas delivered at a Point of Delivery may not be the same molecules as those received at a Point of Receipt. The Quantities of Gas delivered pursuant to a Transportation Agreement at a Point of Delivery shall be Thermally Equivalent to the Quantities of Gas received at the Point of Receipt, adjusted for Fuel Reimbursement.
GENERAL TERMS AND CONDITIONS

4. MEASUREMENT

4.1 Quantities of Gas received or delivered hereunder at each Point of Receipt and Point of Delivery shall be determined by either of Panhandle or Shipper responsible for measurement at such point, as listed on Exhibit A of the Service Agreement.

The heating value, specific gravity and super compressibility (Mol percent of nitrogen and carbon dioxide) values of the Gas shall be determined at the beginning of receipt and delivery and annually thereafter, or at such frequency as may be found acceptable in practice. Water content shall be determined at intervals as found necessary in practice. Shipper may be required to test, at the receipt meter, for bacteria or bacterial agents if Panhandle so requires. Tests for bacteria or bacterial agents shall be conducted on samples taken from the meter run or other appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to Panhandle which is currently available or may become available at any time during the term of the Transportation Agreement.

4.2 Such measurement, both volumetric and thermal, shall be at a temperature of 60°F Fahrenheit and at a pressure of 14.73 psia dry, and on the basis of the methods prescribed and published by the American Gas Association in conjunction with the ANSI/API 2530 Report as currently available and in accordance with any subsequent amendments thereof accepted and agreed upon between the parties if orifice meters are used. If positive displacement or turbine meters are used, measurement shall be performed in accordance with AGA-7 as currently available and with any subsequent amendments thereof accepted and agreed upon between the parties. For other metering methods, measurement shall be performed in accordance with generally accepted industry practices, as mutually agreed upon. Btu content shall be determined by taking the arithmetic average of the heating value as recorded by recording calorimeter or other method of determination generally accepted in the industry. Flowing temperature shall be determined by a recording thermometer or EGM.

4.3 All measuring stations shall be acceptable to Panhandle and Shipper and installed and operated to conform to recognized industry standards, using flange connections and, where necessary, pulsation dampening equipment. Auxiliary equipment shall be installed so as not to interfere with the measurement of either party.

4.4 Either Panhandle or Shipper may witness the installation or maintenance of the other’s equipment. Neither Panhandle nor Shipper shall be required to verify accuracy more often than once during any 30 Day period. If, upon test, accuracy is found to be within 2% by volume (chromatograph/calorimeter within 0.5%), measurements taken by such equipment shall be assumed to have been accurate. Any error exceeding these percentages shall require correction to zero error of previous recordings back to the
date error began. If the beginning date of error is unknown, correction shall extend to one-half the time since the last test, not to exceed 16 Days.

4.5 Where wellhead compressors have been installed, the maximum permissible Square Root Error Indicator (SREI) shall be no greater than 1% for volumes less than 2 MMcf per Day and .5% for volumes greater than 2 MMcf per Day. The SREI shall be determined by tests at the orifice taps and shall be performed on the full operating range of the compressor.

4.6 When the information necessary for billing purposes is in the control of the operator of the measuring facility and not in Panhandle’s control, then the operator of that measuring facility shall furnish to Panhandle daily operational volumes of the previous twenty-four hours within a twenty-four hour period upon completion of the gas Day. In addition, the operator of the measuring facility shall furnish actual volume information to Panhandle on or before the fifth Day following each Month. If volumes are not available, an estimate shall be provided by the operator of the measuring facility to Panhandle by no later than 3:00 p.m. Central time on the fifth Day of each Month. If an estimate is not made by the operator of the measuring facility, then Panhandle shall estimate a Quantity of Gas based on the best information available. If an estimate is used for billing, Panhandle shall provide in the succeeding Month’s billing, an adjustment based on any difference between actual Quantities of Gas and estimated Quantities of Gas.
5. **RESPONSIBILITY DURING TRANSPORTATION, STORAGE OR PARKING**

As between Panhandle and Shipper, Panhandle shall be deemed to be in control and possession of the Gas transported and/or stored and/or parked hereunder only after the Gas is received at the Point of Receipt, and before it is delivered to or for the account of Shipper at the Point of Delivery. Shipper shall be deemed to be in control and possession at all other times. Whichever of Panhandle or Shipper is deemed to be in control and possession of the Gas shall be responsible for and shall indemnify the other party with respect to any losses, injuries, claims, liabilities or damages caused thereby and occurring while the Gas is in its possession.
GENERAL TERMS AND CONDITIONS

6. PROCEDURES FOR REQUESTING SERVICE RIGHTS

6.1 Persons desiring Transportation, Storage or Parking service must deliver a valid executed request for service rights in writing in the form specified by Panhandle’s current service rights request form, as such may be revised from time to time. Written requests must be submitted to the following address:

Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas  77210-4967
Phone: (713) 627-4272 or 1-800-275-7375
Facsimile: (713) 989-1178

6.2 Acceptance of a request for service rights and the continuation of service is contingent upon the Shipper satisfying, on an on-going basis, a credit appraisal by Panhandle. Panhandle shall apply consistent evaluation practices to determine the acceptability of Shipper’s overall financial condition. Such credit appraisal shall be based upon the following information and criteria:

a) Shipper shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss the Shipper's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available. Panhandle shall determine the acceptability of Shipper's overall financial condition, working capital, and profitability trends.

b) Shipper shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted in 6.2(a) must show that Shipper's obligations are being paid on a reasonably prompt basis.

c) Shipper shall confirm in writing that it is not operating under any chapter of the bankruptcy laws and is not subject to litigation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurance that the service billing shall be paid promptly as a cost of administration under the Federal Court's jurisdiction.
(d) Shipper shall confirm in writing that it is not subject to any uncertainty in any pending liquidation or regulatory proceedings in state or Federal courts or is not aware of any change in business conditions which could cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an on-going business entity.

(e) If Shipper has an on-going business relationship with Panhandle, no delinquent balances should be outstanding for services provided previously by Panhandle and Shipper must have paid its account balances according to the established terms and not made deductions or withheld payment for claims not authorized by contract.

(f) Shipper shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity’s ability to remain solvent.

6.3 Upon notification by Panhandle that Shipper has failed to satisfy the credit criteria, or subsequently during the term of the Service Agreement no longer satisfies the credit criteria such Shipper may still obtain credit approval by Panhandle if it elects to provide one of the following: (a) an advance deposit; (b) a Standby Irrevocable Letter of Credit; (c) security interest in collateral found to be satisfactory to Panhandle; (d) a guaranty, acceptable to Panhandle, by another person or entity which satisfies credit appraisal. An advance deposit, Standby Irrevocable Letter of Credit, or security interest should at all times equal the three highest Months of estimated usage during the term of the Service Agreement.

6.4 If Shipper’s credit standing ceases to meet Panhandle’s credit requirements during the period of service, then Panhandle has the right to require security or prepayment as specified in 6.3 above. If security or prepayment is not tendered in a time period as reasonably determined by Panhandle, then Panhandle is not required to continue service.

6.5 If Shipper is unable to maintain credit approval, the executed Service Agreement shall terminate as of the first Day of the Month following written notice to Shipper.

6.6 In the event a Shipper or potential Shipper may have a complaint, the Shipper or potential Shipper shall:

(a) Provide Panhandle a written or oral description of the complaint, including the identification of the request for service rights, if applicable, by contacting Panhandle at the following:
(b) Panhandle shall respond initially within two Business Days and in writing within 30 Days advising Shipper or potential Shipper of the disposition of the complaint.

6.7 A request for service rights shall not be valid and no request date shall be assigned until Panhandle has received in writing all of the information required or requested under Sections 6.1 and 6.2 herein. If Panhandle requests additional information or assurances in accordance with this Section, and such information is provided within seven Days of such request, Shipper's request for service rights shall be deemed to have been received when the information set forth in Sections 6.1 and 6.2 was received. Otherwise, Shipper's request for service rights shall become valid and a request date assigned when such additional information or assurances are actually received in writing by Panhandle.

6.8 Panhandle may require such other information as is required to comply with regulatory reporting or filing requirements.

6.9 To be considered valid, a request for firm service rights must be accompanied by payment of the lesser of (1) all applicable reservation charges, capacity charges and deliverability charges for one Month or (2) $10,000. Such payment must be made by Shipper to Panhandle. When service is commenced, this payment, with carrying charges computed in a manner consistent with Section 154.501(d) of the Commission’s Regulations, shall be used to offset Shipper’s Monthly bill. If the request is (1) withdrawn prior to the date Panhandle tenders a Service Agreement, (2) becomes void in accordance with Section 6.11, or (3) Panhandle declines to tender a Service Agreement, this payment shall be refunded with carrying charges. If Shipper’s request expires, as set forth in Section 7, Shipper’s payment shall be non-refundable.

6.10 If any information provided by Shipper pursuant to this Section 6 changes, Shipper shall be obligated to provide prompt written notice of such changes to Panhandle.

6.11 If Panhandle tenders a Service Agreement within ninety (90) Days of the date Shipper submits a valid request for service, Shipper shall have thirty (30) Days from the date the Service Agreement is sent to execute the Service Agreement, as set forth in Section 7.1 of these General Terms and Conditions. If Panhandle does not tender a Service Agreement within ninety (90) Days, Shipper's request shall be deemed to be null and void and of no further effect without prejudice to the Shipper’s rights to submit a new
request for service rights, and Shipper's payment pursuant to Section 6.9 shall be refunded with carrying charges.
GENERAL TERMS AND CONDITIONS

7. CONTRACTING FOR SERVICE RIGHTS

This Section 7 governs the order in which requests for Transportation or Storage service rights shall be accommodated where capacity is not available for all valid requests. It does not govern scheduling, which is governed by Section 8 herein.

7.1 Order For Accommodating Firm Service Rights

(a) Subject to the provisions of Section 7.2 hereof, as firm capacity becomes available for (1) Transportation, (2) Storage from Field Area Storage Facilities under Rate Schedule IOS, WS or FS, or (3) Storage from Market Area Storage Facilities under Rate Schedule WS, PS or FS, requests for firm services shall be fulfilled first, commencing with the requested service offering the greatest economic value for the capacity available. If the economic values, as determined below, of separate service requests are equal, then service shall be offered in sequence starting with the request for such service with the earliest date. If separate service requests have equal economic values and the same date of request, service shall be offered to such requests on a pro-rata basis.

(b) The economic value of request(s) for service rights shall be the net present value of the reservation charges, capacity charges and deliverability charges that Shipper would pay at the rates Shipper has requested, which shall not be less than the Minimum Rate nor greater than the Maximum Rates as stated on the Currently Effective Rates governing such service, over the term of service specified in the request(s), utilizing as the annual discount factor the overall rate of return underlying Panhandle’s currently effective rates. For purposes of determining the economic value of request(s) for service rights under Rate Schedule SCT, the net present value will be determined using the applicable reservation rate per Dt. under Rate Schedule EFT at a load factor of 100%. Shippers requesting service at a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of determining the economic value of request(s) for service rights.

(c) Within thirty (30) Days of the date firm capacity becomes available on a particular segment of Panhandle’s system, Panhandle shall tender Service Agreements to potential Shipper(s) whose request(s) for firm service can be accommodated through the capacity that becomes available in accordance with the order established under Section 7.1(a).
If Panhandle tenders a Service Agreement, but does not receive the executed Service Agreement within 30 Days from the date the Service Agreement is sent, the request for service rights shall expire without prejudice to the prospective Shipper's right to submit a new request for service rights. In the event the prospective Shipper returns a Service Agreement with a rate less than that used to determine the economic value of the request or with a term less than that used to determine the economic value of the request or both, Panhandle shall redetermine the economic value of the Shipper's request in accordance with Section 7.1(b) hereof. If the request continues to qualify for service, and Panhandle agrees to the rate, Panhandle shall execute the Service Agreement. If the request does not continue to qualify for service, the Service Agreement shall be deemed null and void, and the prospective Shipper's request shall be modified in accordance with the terms proposed by the prospective Shipper.

7.2 Continuation of Long-Term Agreements for Firm Service; Right of First Refusal

(a) Panhandle shall continue to provide service pursuant to a Long-Term Agreement beyond the term specified in such Agreement if:

(i) The Long-Term Agreement is extended pursuant to Section 7.7, or

(ii) If the Long-Term Agreement meets the eligibility standards below and Shipper agrees to match the bid having the greatest economic value, as defined in Section 7.1(b) hereof, for the firm service Shipper receives, or any portion thereof, which Panhandle has been offered in accordance with Section 7.2(b) and executes a new Service Agreement matching those terms. A Long-Term Agreement for firm service is eligible for the right of first refusal provisions in this Section 7.2 if the Long-Term Agreement (1) is in effect prior to August 1, 2000 or (2) commences on or after August 1, 2000 and the Long-Term Agreement provides for twelve (12) or more Months of consecutive service at the Maximum Rate applicable to the service or, if the service is not available for twelve (12) consecutive Months, the Long-Term Agreement provides for service for more than one year at the Maximum Rate applicable to the service. If a Shipper's Agreement does not qualify for the right of first refusal under this Section 7.2(a)(ii), then Panhandle in a not unduly discriminatory manner may agree otherwise with any such Shipper.

(b) The procedures specified in this Section 7.2(b) shall be followed to determine whether a Long-Term Agreement will be continued in accordance with Section 7.2(a)(ii).

(i) Shipper must give timely notice that it wants to continue service beyond the term of the Agreement. For the notice to be timely, Shipper must notify Panhandle within the following periods:
Panhandle Eastern Pipe Line Company, LP

FERC NGA Gas Tariff

Fourth Revised Volume No. 1

Part VI  General Terms and Conditions

GT&C Section 7. Contracting for Service Rights

Version 2.0.0

<table>
<thead>
<tr>
<th>Stated Contract Term</th>
<th>Months Prior To Contract Expiration</th>
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<tr>
<td>2 years or longer</td>
<td>Not earlier than 18 Months and not later than 12 Months</td>
</tr>
<tr>
<td>Less than 2 years</td>
<td>Not earlier than 9 Months and not later than 6 Months</td>
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Panhandle shall notify each Shipper not earlier than 45 Days and not later than 30 Days prior to the last Day Shipper can give timely notice hereunder.

(ii) Upon receipt of the Shipper's notice, Panhandle shall post on the Messenger® system for a period of 45 Days ("Posting Period") the Maximum Daily Contract Quantity under the Shipper's Long-Term Agreement and the primary Point(s) of Receipt and Point(s) of Delivery thereunder.

(iii) During the Posting Period Panhandle shall accept requests for all or a portion of the Shipper's service rights under the Long-Term Agreement from any prospective Shipper that has submitted a valid request for service rights in accordance with the provisions of Section 6.1 hereof.

(iv) If, during the Posting Period, Panhandle receives an acceptable offer for all or a portion of the service rights under Shipper's Long-Term Agreement, Panhandle shall notify Shipper in writing of the offer having the greatest economic value, as defined in Section 7.1(b) hereof; provided, that for purposes of value comparisons under this section the rate utilized shall be limited to the Maximum Rate that can be charged to the existing Shipper. If Shipper elects to match the offer, Shipper shall notify Panhandle of such election in writing within 30 Days after receiving notice from Panhandle and shall execute a new Service Agreement matching the offer within 30 days after Panhandle has tendered the Service Agreement. If Shipper elects not to match the offer or does not execute the Service Agreement within 30 days, Panhandle will tender a Service Agreement to the prospective Shipper submitting the offer having the greatest economic value. If the Service Agreement is not executed within 30 days, the request for service rights shall expire without prejudice to the prospective Shipper's right to submit a new request for service rights. Panhandle shall then notify the Shipper in writing of the acceptable offer, if any, having the next greatest economic value in accordance with the provisions of this Section
7.2(b)(iv). If there is no other acceptable offer, the Shipper may continue service in accordance with Section 7.2(b)(v).

(v) If no acceptable offers are received, Panhandle shall so notify Shipper within 15 days after the close of the Posting Period. In such event, Shipper may continue to receive service under a new Long-Term Agreement with any term Shipper chooses, at the applicable Maximum Rate or at a rate agreed to by Panhandle and Shipper. Shipper must notify Panhandle of its intent and indicate the term of the new Long-Term Agreement within 15 days of having been notified in writing by Panhandle that no acceptable offer was received. Panhandle will then be obligated to tender the new Long-Term Agreement to Shipper within 15 days of Shipper's notification. If Shipper (1) fails to provide Panhandle the term of the requested new Long-Term Agreement within the required 15 day period, or (2) does not return an executed Service Agreement reflecting such term to Panhandle within 30 days of the date such contract is tendered, then Shipper shall be deemed to have elected not to continue service under a Long-Term Agreement pursuant to the provisions of Section 7.2 herein.

(vi) Panhandle shall post the winning bid and bidder on the Messenger® system for ninety (90) Days whether or not the bidder executes a Service Agreement.

(c) If a Long-Term Agreement is not continued in accordance with Section 7.2(a) above, such Agreement shall terminate as specified therein.

7.3 Panhandle shall not be obligated to tender, execute or continue a Service Agreement for service at any rate less than the Maximum Rate set forth in the Currently Effective Rates applicable to the service requested. It shall be Panhandle's sole discretion to tender, execute or continue a Service Agreement at any rate less than the applicable Maximum Rate for the service requested. Panhandle and Shipper must agree to any rate requested at less than the applicable Maximum Rate before Panhandle becomes obligated to tender, execute or continue a Service Agreement for firm service at any rate less than the applicable Maximum Rate.

7.4 Once a Service Agreement for firm Transportation or Storage is executed, the economic value of the Service Agreement shall be determined in accordance with Section 7.1(b). During the term of the Service Agreement any change Shipper may make in the terms of the Service Agreement shall not reduce such economic value of the Service Agreement to Panhandle without Panhandle's written consent.
7.5 Termination of Interruptible Service Agreements

Panhandle may terminate Shipper’s Service Agreement under Rate Schedules IT, EIT, IIOS, IWS or GPS, upon thirty (30) days prior written notice to Shipper who has not submitted nominations to either transport, store Gas, or park Gas under such Service Agreement within the immediately preceding twelve (12) Months. In addition, Panhandle and Shipper may mutually agree to terminate such interruptible agreement at any time.

7.6 Contract Reduction Rights

Shipper may elect one or more of the following options to reduce its contract quantity (MDCQ, MSQ, MDIQ, MDWQ or MDVQ, as applicable) during the term of its Service Agreement. Shipper’s eligibility for a contract quantity reduction option and Shipper’s ability to exercise such option is subject to the terms, conditions and procedures specified below including those in Section 7.6(e).

(a) Regulatory Unbundling

(1) Eligibility

Shipper is a local distribution company or its agent under the direct regulation of a state regulatory or legislative body and Shipper is required by a final order of that state body to unbundle its merchant and transportation functions. Such state body does not approve a mechanism to provide Shipper the opportunity to recover costs incurred by Shipper under Shipper’s Service Agreement(s).

(2) Notice and Certification

Shipper shall give Panhandle sixty (60) days prior written notice of the anticipated effective date of the requested contract quantity reduction. The notice shall state the reduction sought, the date or anticipated date of a final order requiring unbundling, and the anticipated effective date of the unbundling order. At the time of such notice, Shipper must certify with supporting data that:

(i) The contract quantity reduction requested is equal to the level of stranded capacity on Panhandle resulting from (1) Shipper unbundling its distribution/transportation functions from its merchant functions and (2) a net decrease in Shipper’s system sales requirements.
(ii) Shipper has used reasonable efforts to seek state body approval of a mechanism that allows Shipper to recover the costs incurred under Shipper's Service Agreements and that such recovery efforts were unsuccessful prior to requesting its contract quantity reduction.

(iii) Shipper has used reasonable efforts to release its capacity to Replacement Shippers, by posting the capacity on the Messenger® system for thirty (30) days at the rate provided for under the relevant Service Agreement(s). Additionally, Shipper has used reasonable efforts to release its capacity to the new merchants of retail service in its service territory and to request that its state body require new merchants to accept release of such capacity for the remaining term of the Service Agreement.

(3) Level of Reduction

Shipper may reduce its aggregate contract quantity under all of its Service Agreements with Panhandle by an amount that qualifies under the above specifications. If Shipper is served by other natural gas pipelines in addition to Panhandle, Shipper may only reduce its contract quantity on Panhandle by an amount that is prorated based on the respective levels of firm transportation service that Shipper holds on Panhandle and such other natural gas pipelines. Unless otherwise agreed, if more than one Service Agreement with Panhandle is used to serve the system sales requirements no longer served by Shipper as a result of unbundling, Shipper shall reduce its contract quantity on the Panhandle Service Agreements pro rata based on the contract quantity of each Service Agreement. Unless otherwise agreed, any reduction in contract quantity shall result in a pro rata reduction in Shipper's quantities at primary Points of Receipt and primary Points of Delivery.

(4) Effective Date

The reduction shall take effect on the later of (i) the effective date of unbundling or the date of a final order requiring unbundling; and (ii) the first calendar day of the month following the sixtieth (60th) day after Shipper's written notice of the anticipated effective date of the reduction.

(b) Loss of Load

(1) Eligibility

Shipper is a local distribution company or its agent or a municipality that experiences a loss of load. Loss of load occurs when any of Shipper's firm
customers with daily requirements on facilities owned or operated by Shipper exceeding 100 Dth/day either permanently cease gas consuming operations or reduce such operations to plant protection levels, or by-pass Shipper by directly connecting to Panhandle. Shipper may elect to take the contract quantity reduction described in this paragraph or Shipper may elect to reduce its contract quantity pursuant to FERC's bypass policies in effect at the time the bypass occurs, but not both.

(2) Notice and Certification

Shipper must give Panhandle written notice no more than thirty (30) days after Shipper receives notice from its customer of a loss of load, which notice shall state the contract quantity reduction sought and the date that Shipper anticipates it will lose the load. At the time of such notice, Shipper must certify with supporting data that:

(i) The load lost was actually served by the Shipper with gas transported by Panhandle on a firm basis as of the date that Shipper's Service Agreement with Panhandle became effective.

(ii) The reduction requested is equal to or less than the actual load lost.

(iii) Shipper has used reasonable efforts to release its capacity to Replacement Shippers, by posting the capacity on the Messenger® system for thirty (30) days at the rate provided for under the relevant Service Agreement(s).

(3) Level of Reduction

Shipper may reduce its aggregate contract quantity under all of its Service Agreements with Panhandle by an amount up to the firm daily contract quantity that was used to serve the lost load. If the lost load is served by other natural gas pipelines in addition to Panhandle, Shipper may only reduce its contract quantity on Panhandle by an amount that is prorated based on the respective levels of firm transportation service used to serve the lost load that Shipper holds on Panhandle and such other natural gas pipelines. If more than one Service Agreement on Panhandle serves the lost load, any contract quantity reduction shall be applied first to the Service Agreement with the lowest rate, unless otherwise agreed. Any reduction in contract quantity shall result in a pro-rata reduction in Shipper’s quantities at primary Points of Receipt and primary Points of Delivery, unless otherwise agreed.
(4) Effective Date

The reduction shall take effect on the later of the effective date of the lost load or the first calendar day of the month following the sixtieth (60th) day after Shipper's written notice.

(c) Plant Outage

(1) Eligibility

Shipper, an industrial customer of Panhandle, closes its plant or implements a permanent and material reduction in its production output.

(2) Notice and Certification

Shipper must give Panhandle written notice no more than thirty (30) days following a public announcement that its plant will be closed or will permanently and materially reduce its production output. The notice shall state the contract quantity reduction sought and the date that Shipper anticipates that the plant will be closed or permanently and materially reduce plant output. At the time of such notice, Shipper must certify with supporting data that:

(i) The plant was actually served by the Shipper with gas transported by Panhandle on a firm basis as of the date that Shipper's Service Agreement with Panhandle became effective.

(ii) The plant closing or reduction of operations and the quantity of any such permanent reduction in plant output has been publicly announced.

(iii) The delivery point at which Panhandle makes deliveries to the plant is listed as a primary Point of Delivery on Shipper's Service Agreement.

(iv) Shipper has used reasonable efforts to release its capacity to Replacement Shippers, by posting the capacity on the Messenger® system for thirty (30) days at the rate provided for under the relevant Service Agreement(s).

(3) Level of Reduction

In the event of a permanent and material reduction in the plant's output, Shipper may only reduce its contract quantity by a percentage equal to the percentage that the production decrease represents to the total plant
output. In the event of a plant closing, Shipper may reduce its aggregate contract quantity under all of its Service Agreements that serve the plant by an amount up to the daily contract quantity delivered to the plant. If Shipper's plant is served by other natural gas pipelines in addition to Panhandle, Shipper may only reduce its contract quantity on Panhandle by an amount that is prorated based on the respective levels of firm transportation service used to serve the plant that Shipper holds on Panhandle and such other natural gas pipelines. If more than one Service Agreement on Panhandle serves such plant, any contract quantity reduction shall be applied first to the Service Agreement with the lowest rate, unless otherwise agreed. Any reduction in contract quantity shall result in a pro rata reduction in Shipper's quantities at primary Points of Receipt and primary Points of Delivery, unless otherwise agreed.

(4) Effective Date

The reduction shall take effect on the later of the first calendar day of the month following the sixtieth (60th) day after Shipper's written notice or the effective date of the plant's permanent and material output reduction or closing.

(d) Buyout

(1) Eligibility

Shipper may elect to reduce some or all of the contract quantity on its firm Service Agreement(s) by making one or more of the following cash payments to Panhandle.

The total amount of the cash payment that Shipper must pay Panhandle shall be 100 percent of the net present value of the reservation charge payments applicable to the reduced quantities that Panhandle would have otherwise received had Shipper continued to pay Panhandle under the remaining term of the Service Agreement. The economic value shall be calculated in accordance with Section 7.1(b) hereof.

(2) Notice

Shipper shall give Panhandle sixty (60) days prior written notice of the date it elects to exercise this contract quantity reduction option.
(3) Level of Reduction

Unless otherwise agreed, any reduction in contract quantity shall result in a pro rata reduction in Shipper's quantities at primary Points of Receipt and primary Points of Delivery.

(4) Effective Date

The reduction shall take effect on the requested date following the sixty (60) days notice period. The payment required under Section 7.6(d)(1) must be received by Panhandle prior to the effective date of the reduction.

(e) To be eligible for any contract quantity reduction option under this Section 7.6, Shipper's Service Agreement must have a term of five (5) years or more and a remaining term of two (2) years or less, unless otherwise agreed.

(f) To be eligible for any contract quantity reduction option, any costs that Shipper has agreed to reimburse Panhandle for facilities constructed or installed by Panhandle to provide service under Shipper’s Service Agreement(s) shall have been fully reimbursed.

(g) Shipper must pay all its outstanding invoices before Shipper is eligible for any contract quantity reduction.

(h) Shipper’s Service Agreement(s) shall have a zero imbalance before Shipper is eligible for any contract quantity reduction.

(i) If Shipper has Storage and related Transportation contracts that are eligible for contract reduction options under this Section 7.6, quantities under the Storage and related firm Transportation services shall be proportionally reduced so that Storage service quantities, including Storage capacity and deliverability quantities, and related Transportation service quantities remain proportionately the same.

(j) The provisions of Section 7.2(b) of these General Terms and Conditions shall not apply to the quantity reduced pursuant to this Section 7.6.

7.7 Prior to the expiration of the term of an existing Service Agreement and prior to Panhandle’s posting the availability of the capacity under Section 7.2(b)(ii), if applicable, Panhandle and the existing Shipper may mutually agree to an extension of the term of the Service Agreement with respect to all or part of the underlying capacity (the exact length of which is to be negotiated on a case-by-case basis in a not unduly discriminatory manner).
7.8 Contract Consolidation

Shipper and Panhandle may mutually agree to consolidate (and terminate, as necessary) multiple existing Service Agreements into one new Service Agreement. The amended or new Service Agreement shall reflect the consolidated rights of the combined Service Agreements. The exact terms of the consolidated Service Agreement, including the length and rate (discounted, negotiated or recourse), are to be negotiated on a case-by-case basis in a not unduly discriminatory manner.

(a) The consolidated Service Agreement shall have a single termination date and shall be eligible for the right of first refusal pursuant to Section 7.2 herein, if applicable.

(b) The consolidated Service Agreement shall contain the aggregate quantity of the combined Service Agreements.

(c) Termination of Service Agreements, if required as part of the consolidation process, shall not initiate right of first refusal procedures or posting of available capacity.

(d) Capacity Release Service Agreements are not eligible for consolidation.
7. CONTRACTING FOR SERVICE RIGHTS

This Section 7 governs the order in which requests for Transportation or Storage service rights shall be accommodated where capacity is not available for all valid requests. It does not govern scheduling, which is governed by Section 8 herein.

7.1 Order For Accommodating Firm Service Rights

(a) Subject to the provisions of Section 7.2 hereof, as firm capacity becomes available for (1) Transportation, (2) Storage from Field Area Storage Facilities under Rate Schedule IOS, WS or FS, or (3) Storage from Market Area Storage Facilities under Rate Schedule WS, PS or FS, requests for firm services shall be fulfilled first, commencing with the requested service offering the greatest economic value for the capacity available. If the economic values, as determined below, of separate service requests are equal, then service shall be offered in sequence starting with the request for such service with the earliest date. If separate service requests have equal economic values and the same date of request, service shall be offered to such requests on a pro-rata basis.

(b) The economic value of request(s) for service rights shall be the net present value of the reservation charges, capacity charges and deliverability charges that Shipper would pay at the rates Shipper has requested, which shall not be less than the Minimum Rate nor greater than the Maximum Rates as stated on the Currently Effective Rates governing such service, over the term of service specified in the request(s), utilizing as the annual discount factor the overall rate of return underlying Panhandle’s currently effective rates. For purposes of determining the economic value of request(s) for service rights under Rate Schedule SCT, the net present value will be determined using the applicable reservation rate per Dt. under Rate Schedule EFT at a load factor of 100%. Shippers requesting service at a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of determining the economic value of request(s) for service rights.

(c) Within thirty (30) Days of the date firm capacity becomes available on a particular segment of Panhandle’s system, Panhandle shall tender Service Agreements to potential Shipper(s) whose request(s) for firm service can be accommodated through the capacity that becomes available in accordance with the order established under Section 7.1(a).
If Panhandle tender a Service Agreement, but does not receive the executed Service Agreement within 30 Days from the date the Service Agreement is sent, the request for service rights shall expire without prejudice to the prospective Shipper's right to submit a new request for service rights. In the event the prospective Shipper returns a Service Agreement with a rate less than that used to determine the economic value of the request or with a term less than that used to determine the economic value of the request or both, Panhandle shall redetermine the economic value of the Shipper's request in accordance with Section 7.1(b) hereof. If the request continues to qualify for service, and Panhandle agrees to the rate, Panhandle shall execute the Service Agreement. If the request does not continue to qualify for service, the Service Agreement shall be deemed null and void, and the prospective Shipper's request shall be modified in accordance with the terms proposed by the prospective Shipper.

7.2 Continuation of Long-Term Agreements for Firm Service; Right of First Refusal

(a) Panhandle shall continue to provide service pursuant to a Long-Term Agreement beyond the term specified in such Agreement if:

(i) The Long-Term Agreement is extended pursuant to Section 7.7, or

(ii) If the Long-Term Agreement meets the eligibility standards below and Shipper agrees to match the bid having the greatest economic value, as defined in Section 7.1(b) hereof, for the firm service Shipper receives, or any portion thereof, which Panhandle has been offered in accordance with Section 7.2(b) and executes a new Service Agreement matching those terms. A Long-Term Agreement for firm service is eligible for the right of first refusal provisions in this Section 7.2 if the Long-Term Agreement (1) is in effect prior to August 1, 2000 or (2) commences on or after August 1, 2000 and the Long-Term Agreement provides for twelve (12) or more Months of consecutive service at the Maximum Rate applicable to the service or, if the service is not available for twelve (12) consecutive Months, the Long-Term Agreement provides for service for more than one year at the Maximum Rate applicable to the service. If a Shipper's Agreement does not qualify for the right of first refusal under this Section 7.2(a)(ii), then Panhandle in a not unduly discriminatory manner may agree otherwise with any such Shipper.

(b) The procedures specified in this Section 7.2(b) shall be followed to determine whether a Long-Term Agreement will be continued in accordance with Section 7.2(a)(ii).

(i) Shipper must give timely notice that it wants to continue service beyond the term of the Agreement. For the notice to be timely, Shipper must notify Panhandle within the following periods:

Page 2 of 11
### Table: Months Prior To Contract Expiration

<table>
<thead>
<tr>
<th>Stated Contract Term</th>
<th>Months Prior To Contract Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 years or longer</td>
<td>Not earlier than 18 Months and not later than 12 Months</td>
</tr>
<tr>
<td>Less than 2 years</td>
<td>Not earlier than 9 Months and not later than 6 Months</td>
</tr>
</tbody>
</table>

Panhandle shall notify each Shipper not earlier than 45 Days and not later than 30 Days prior to the last Day Shipper can give timely notice hereunder.

(ii) Upon receipt of the Shipper's notice, Panhandle shall post on the Messenger® system for a period of 45 Days ("Posting Period") the Maximum Daily Contract Quantity under the Shipper's Long-Term Agreement and the primary Point(s) of Receipt and Point(s) of Delivery thereunder.

(iii) During the Posting Period Panhandle shall accept requests for all or a portion of the Shipper's service rights under the Long-Term Agreement from any prospective Shipper that has submitted a valid request for service rights in accordance with the provisions of Section 6.1 hereof.

(iv) If, during the Posting Period, Panhandle receives an acceptable offer for all or a portion of the service rights under Shipper’s Long-Term Agreement, Panhandle shall notify Shipper in writing of the offer having the greatest economic value, as defined in Section 7.1(b) hereof; provided, that for purposes of value comparisons under this section the rate utilized shall be limited to the Maximum Rate that can be charged to the existing Shipper. If Shipper elects to match the offer, Shipper shall notify Panhandle of such election in writing within 30 Days after receiving notice from Panhandle and shall execute a new Service Agreement matching the offer within 30 days after Panhandle has tendered the Service Agreement. If Shipper elects not to match the offer or does not execute the Service Agreement within 30 days, Panhandle will tender a Service Agreement to the prospective Shipper submitting the offer having the greatest economic value. If the Service Agreement is not executed within 30 days, the request for service rights shall expire without prejudice to the prospective Shipper’s right to submit a new request for service rights. Panhandle shall then notify the Shipper in writing of the acceptable offer, if any, having the next greatest economic value in accordance with the provisions of this Section.
7.2(b)(iv). If there is no other acceptable offer, the Shipper may continue service in accordance with Section 7.2(b)(v).

(v) If no acceptable offers are received, Panhandle shall so notify Shipper within 15 days after the close of the Posting Period. In such event, Shipper may continue to receive service under a new Long-Term Agreement with any term Shipper chooses, at the applicable Maximum Rate or at a rate agreed to by Panhandle and Shipper. Shipper must notify Panhandle of its intent and indicate the term of the new Long-Term Agreement within 15 days of having been notified in writing by Panhandle that no acceptable offer was received. Panhandle will then be obligated to tender the new Long-Term Agreement to Shipper within 15 days of Shipper's notification. If Shipper (1) fails to provide Panhandle the term of the requested new Long-Term Agreement within the required 15 day period, or (2) does not return an executed Service Agreement reflecting such term to Panhandle within 30 days of the date such contract is tendered, then Shipper shall be deemed to have elected not to continue service under a Long-Term Agreement pursuant to the provisions of Section 7.2 herein.

(vi) Panhandle shall post the winning bid and bidder on the Messenger® system for ninety (90) Days whether or not the bidder executes a Service Agreement.

(c) If a Long-Term Agreement is not continued in accordance with Section 7.2(a) above, such Agreement shall terminate as specified therein.

(d) The provisions of this Section 7.2 shall not apply to firm Transportation service initiated pursuant to the exercise of conversion rights under 18 CFR, Section 284.10, and which took effect between February 13, 1991 and May 18, 1992.

7.3 Panhandle shall not be obligated to tender, execute or continue a Service Agreement for service at any rate less than the Maximum Rate set forth in the Currently Effective Rates applicable to the service requested. It shall be Panhandle's sole discretion to tender, execute or continue a Service Agreement at any rate less than the applicable Maximum Rate for the service requested. Panhandle and Shipper must agree to any rate requested at less than the applicable Maximum Rate before Panhandle becomes obligated to tender, execute or continue a Service Agreement for firm service at any rate less than the applicable Maximum Rate.

7.4 Once a Service Agreement for firm Transportation or Storage is executed, the economic value of the Service Agreement shall be determined in accordance with Section 7.1(b). During the term of the Service Agreement any change Shipper may make in the terms of the Service Agreement shall not reduce such economic value of the Service Agreement to Panhandle without Panhandle's written consent.
7.5 Termination of Interruptible Service Agreements

Panhandle may terminate Shipper’s Service Agreement under Rate Schedules IT, EIT, IIOS, IWS or GPS, upon thirty (30) days prior written notice to Shipper who has not submitted nominations to either transport, store Gas, or park Gas under such Service Agreement within the immediately preceding twelve (12) Months. In addition, Panhandle and Shipper may mutually agree to terminate such interruptible agreement at any time.

7.6 Contract Reduction Rights

Shipper may elect one or more of the following options to reduce its contract quantity (MDCQ, MSQ, MDIQ, MDWQ or MDVQ, as applicable) during the term of its Service Agreement. Shipper’s eligibility for a contract quantity reduction option and Shipper’s ability to exercise such option is subject to the terms, conditions and procedures specified below including those in Section 7.6(e).

(a) Regulatory Unbundling

(1) Eligibility

Shipper is a local distribution company or its agent under the direct regulation of a state regulatory or legislative body and Shipper is required by a final order of that state body to unbundle its merchant and transportation functions. Such state body does not approve a mechanism to provide Shipper the opportunity to recover costs incurred by Shipper under Shipper’s Service Agreement(s).

(2) Notice and Certification

Shipper shall give Panhandle sixty (60) days prior written notice of the anticipated effective date of the requested contract quantity reduction. The notice shall state the reduction sought, the date or anticipated date of a final order requiring unbundling, and the anticipated effective date of the unbundling order. At the time of such notice, Shipper must certify with supporting data that:

(i) The contract quantity reduction requested is equal to the level of stranded capacity on Panhandle resulting from (1) Shipper unbundling its distribution/transportation functions from its merchant functions and (2) a net decrease in Shipper’s system sales requirements.

(ii) Shipper has used reasonable efforts to seek state body approval of a mechanism that allows Shipper to recover the costs incurred under Shipper's Service Agreements and that such recovery efforts
(iii) Shipper has used reasonable efforts to release its capacity to Replacement Shippers, by posting the capacity on the Messenger® system for thirty (30) days at the rate provided for under the relevant Service Agreement(s). Additionally, Shipper has used reasonable efforts to release its capacity to the new merchants of retail service in its service territory and to request that its state body require new merchants to accept release of such capacity for the remaining term of the Service Agreement.

(3) Level of Reduction

Shipper may reduce its aggregate contract quantity under all of its Service Agreements with Panhandle by an amount that qualifies under the above specifications. If Shipper is served by other natural gas pipelines in addition to Panhandle, Shipper may only reduce its contract quantity on Panhandle by an amount that is prorated based on the respective levels of firm transportation service that Shipper holds on Panhandle and such other natural gas pipelines. Unless otherwise agreed, if more than one Service Agreement with Panhandle is used to serve the system sales requirements no longer served by Shipper as a result of unbundling, Shipper shall reduce its contract quantity on the Panhandle Service Agreements pro rata based on the contract quantity of each Service Agreement. Unless otherwise agreed, any reduction in contract quantity shall result in a pro rata reduction in Shipper's quantities at primary Points of Receipt and primary Points of Delivery.

(4) Effective Date

The reduction shall take effect on the later of (i) the effective date of unbundling or the date of a final order requiring unbundling; and (ii) the first calendar day of the month following the sixtieth (60th) day after Shipper's written notice of the anticipated effective date of the reduction.

(b) Loss of Load

(1) Eligibility

Shipper is a local distribution company or its agent or a municipality that experiences a loss of load. Loss of load occurs when any of Shipper's firm customers with daily requirements on facilities owned or operated by Shipper exceeding 100 Dth/day either permanently cease gas consuming operations or reduce such operations to plant protection levels, or by-pass
Shipper by directly connecting to Panhandle. Shipper may elect to take the contract quantity reduction described in this paragraph or Shipper may elect to reduce its contract quantity pursuant to FERC’s bypass policies in effect at the time the bypass occurs, but not both.

(2) Notice and Certification

Shipper must give Panhandle written notice no more than thirty (30) days after Shipper receives notice from its customer of a loss of load, which notice shall state the contract quantity reduction sought and the date that Shipper anticipates it will lose the load. At the time of such notice, Shipper must certify with supporting data that:

(i) The load lost was actually served by the Shipper with gas transported by Panhandle on a firm basis as of the date that Shipper’s Service Agreement with Panhandle became effective.

(ii) The reduction requested is equal to or less than the actual load lost.

(iii) Shipper has used reasonable efforts to release its capacity to Replacement Shippers, by posting the capacity on the Messenger® system for thirty (30) days at the rate provided for under the relevant Service Agreement(s).

(3) Level of Reduction

Shipper may reduce its aggregate contract quantity under all of its Service Agreements with Panhandle by an amount up to the firm daily contract quantity that was used to serve the lost load. If the lost load is served by other natural gas pipelines in addition to Panhandle, Shipper may only reduce its contract quantity on Panhandle by an amount that is prorated based on the respective levels of firm transportation service used to serve the lost load that Shipper holds on Panhandle and such other natural gas pipelines. If more than one Service Agreement on Panhandle serves the lost load, any contract quantity reduction shall be applied first to the Service Agreement with the lowest rate, unless otherwise agreed. Any reduction in contract quantity shall result in a pro-rata reduction in Shipper’s quantities at primary Points of Receipt and primary Points of Delivery, unless otherwise agreed.
(4) Effective Date

The reduction shall take effect on the later of the effective date of the lost load or the first calendar day of the month following the sixtieth (60th) day after Shipper's written notice.

(c) Plant Outage

(1) Eligibility

Shipper, an industrial customer of Panhandle, closes its plant or implements a permanent and material reduction in its production output.

(2) Notice and Certification

Shipper must give Panhandle written notice no more than thirty (30) days following a public announcement that its plant will be closed or will permanently and materially reduce its production output. The notice shall state the contract quantity reduction sought and the date that Shipper anticipates that the plant will be closed or permanently and materially reduce plant output. At the time of such notice, Shipper must certify with supporting data that:

(i) The plant was actually served by the Shipper with gas transported by Panhandle on a firm basis as of the date that Shipper's Service Agreement with Panhandle became effective.

(ii) The plant closing or reduction of operations and the quantity of any such permanent reduction in plant output has been publicly announced.

(iii) The delivery point at which Panhandle makes deliveries to the plant is listed as a primary Point of Delivery on Shipper's Service Agreement.

(iv) Shipper has used reasonable efforts to release its capacity to Replacement Shippers, by posting the capacity on the Messenger® system for thirty (30) days at the rate provided for under the relevant Service Agreement(s).

(3) Level of Reduction

In the event of a permanent and material reduction in the plant's output, Shipper may only reduce its contract quantity by a percentage equal to the percentage that the production decrease represents to the total plant output.
output. In the event of a plant closing, Shipper may reduce its aggregate contract quantity under all of its Service Agreements that serve the plant by an amount up to the daily contract quantity delivered to the plant. If Shipper's plant is served by other natural gas pipelines in addition to Panhandle, Shipper may only reduce its contract quantity on Panhandle by an amount that is prorated based on the respective levels of firm transportation service used to serve the plant that Shipper holds on Panhandle and such other natural gas pipelines. If more than one Service Agreement on Panhandle serves such plant, any contract quantity reduction shall be applied first to the Service Agreement with the lowest rate, unless otherwise agreed. Any reduction in contract quantity shall result in a pro rata reduction in Shipper's quantities at primary Points of Receipt and primary Points of Delivery, unless otherwise agreed.

(4) Effective Date

The reduction shall take effect on the later of the first calendar day of the month following the sixtieth (60th) day after Shipper’s written notice or the effective date of the plant's permanent and material output reduction or closing.

(d) Buyout

(1) Eligibility

Shipper may elect to reduce some or all of the contract quantity on its firm Service Agreement(s) by making one or more of the following cash payments to Panhandle.

The total amount of the cash payment that Shipper must pay Panhandle shall be 100 percent of the net present value of the reservation charge payments applicable to the reduced quantities that Panhandle would have otherwise received had Shipper continued to pay Panhandle under the remaining term of the Service Agreement. The economic value shall be calculated in accordance with Section 7.1(b) hereof.

(2) Notice

Shipper shall give Panhandle sixty (60) days prior written notice of the date it elects to exercise this contract quantity reduction option.
(3) Level of Reduction

Unless otherwise agreed, any reduction in contract quantity shall result in a pro rata reduction in Shipper's quantities at primary Points of Receipt and primary Points of Delivery.

(4) Effective Date

The reduction shall take effect on the requested date following the sixty (60) days notice period. The payment required under Section 7.6(d)(1) must be received by Panhandle prior to the effective date of the reduction.

(e) To be eligible for any contract quantity reduction option under this Section 7.6, Shipper's Service Agreement must have a term of five (5) years or more and a remaining term of two (2) years or less, unless otherwise agreed.

(f) To be eligible for any contract quantity reduction option, any costs that Shipper has agreed to reimburse Panhandle for facilities constructed or installed by Panhandle to provide service under Shipper's Service Agreement(s) shall have been fully reimbursed.

(g) Shipper must pay all its outstanding invoices before Shipper is eligible for any contract quantity reduction.

(h) Shipper's Service Agreement(s) shall have a zero imbalance before Shipper is eligible for any contract quantity reduction.

(i) If Shipper has Storage and related Transportation contracts that are eligible for contract reduction options under this Section 7.6, quantities under the Storage and related firm Transportation services shall be proportionally reduced so that Storage service quantities, including Storage capacity and deliverability quantities, and related Transportation service quantities remain proportionately the same.

(j) The provisions of Section 7.2(b) of these General Terms and Conditions shall not apply to the quantity reduced pursuant to this Section 7.6.

7.7 Prior to the expiration of the term of an existing Service Agreement and prior to Panhandle’s posting the availability of the capacity under Section 7.2(b)(ii), if applicable, Panhandle and the existing Shipper may mutually agree to an extension of the term of the Service Agreement with respect to all or part of the underlying capacity (the exact length of which is to be negotiated on a case-by-case basis in a not unduly discriminatory manner).
7.8 Contract Consolidation

Shipper and Panhandle may mutually agree to consolidate (and terminate, as necessary) multiple existing Service Agreements into one new Service Agreement. The amended or new Service Agreement shall reflect the consolidated rights of the combined Service Agreements. The exact terms of the consolidated Service Agreement, including the length and rate (discounted, negotiated or recourse), are to be negotiated on a case-by-case basis in a not unduly discriminatory manner.

(a) The consolidated Service Agreement shall have a single termination date and shall be eligible for the right of first refusal pursuant to Section 7.2 herein, if applicable.

(b) The consolidated Service Agreement shall contain the aggregate quantity of the combined Service Agreements.

(c) Termination of Service Agreements, if required as part of the consolidation process, shall not initiate right of first refusal procedures or posting of available capacity.

(d) Capacity Release Service Agreements are not eligible for consolidation.
7. CONTRACTING FOR SERVICE RIGHTS

This Section 7 governs the order in which requests for Transportation or Storage service rights shall be accommodated where capacity is not available for all valid requests. It does not govern scheduling, which is governed by Section 8 herein.

7.1 Order For Accommodating Firm Service Rights

(a) Subject to the provisions of Section 7.2 hereof, as firm capacity becomes available for (1) Transportation, (2) Storage from Field Area Storage Facilities under Rate Schedule IOS, WS or FS, or (3) Storage from Market Area Storage Facilities under Rate Schedule WS, PS or FS, requests for firm services shall be fulfilled first, commencing with the requested service offering the greatest economic value for the capacity available. If the economic values, as determined below, of separate service requests are equal, then service shall be offered in sequence starting with the request for such service with the earliest date. If separate service requests have equal economic values and the same date of request, service shall be offered to such requests on a pro-rata basis.

(b) The economic value of request(s) for service rights shall be the net present value of the reservation charges, capacity charges and deliverability charges that Shipper would pay at the rates Shipper has requested, which shall not be less than the Minimum Rate nor greater than the Maximum Rates as stated on the Currently Effective Rates governing such service, over the term of service specified in the request(s), utilizing as the annual discount factor the overall rate of return underlying Panhandle's currently effective rates. For purposes of determining the economic value of request(s) for service rights under Rate Schedule SCT, the net present value will be determined using the applicable reservation rate per Dt. under Rate Schedule EFT at a load factor of 100%. Shippers requesting service at a Negotiated Rate which exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of determining the economic value of request(s) for service rights.

(c) Within thirty (30) Days of the date firm capacity becomes available on a particular segment of Panhandle's system, Panhandle shall tender Service Agreements to potential Shipper(s) whose request(s) for firm service can be accommodated through the capacity that becomes available in accordance with the order established under Section 7.1(a).
If Panhandle tenders a Service Agreement, but does not receive the executed Service Agreement within 30 Days from the date the Service Agreement is sent, the request for service rights shall expire without prejudice to the prospective Shipper's right to submit a new request for service rights. In the event the prospective Shipper returns a Service Agreement with a rate less than that used to determine the economic value of the request or with a term less than that used to determine the economic value of the request or both, Panhandle shall redetermine the economic value of the Shipper's request in accordance with Section 7.1(b) hereof. If the request continues to qualify for service, and Panhandle agrees to the rate, Panhandle shall execute the Service Agreement. If the request does not continue to qualify for service, the Service Agreement shall be deemed null and void, and the prospective Shipper's request shall be modified in accordance with the terms proposed by the prospective Shipper.

7.2 Continuation of Long-Term Agreements for Firm Service; Right of First Refusal

(a) Panhandle shall continue to provide service pursuant to a Long-Term Agreement beyond the term specified in such Agreement if:

(i) The Long-Term Agreement is extended pursuant to Section 7.7, or

(ii) If the Long-Term Agreement meets the eligibility standards below and Shipper agrees to match the bid having the greatest economic value, as defined in Section 7.1(b) hereof, for the firm service Shipper receives, or any portion thereof, which Panhandle has been offered in accordance with Section 7.2(b) and executes a new Service Agreement matching those terms. A Long-Term Agreement for firm service is eligible for the right of first refusal provisions in this Section 7.2 if the Long-Term Agreement (1) is in effect prior to August 1, 2000 or (2) commences on or after August 1, 2000 and the Long-Term Agreement provides for twelve (12) or more Months of consecutive service at the Maximum Rate applicable to the service or, if the service is not available for twelve (12) consecutive Months, the Long-Term Agreement provides for service for more than one year at the Maximum Rate applicable to the service. If a Shipper's Agreement does not qualify for the right of first refusal under this Section 7.2(a)(ii), then Panhandle in a not unduly discriminatory manner may agree otherwise with any such Shipper.

(b) The procedures specified in this Section 7.2(b) shall be followed to determine whether a Long-Term Agreement will be continued in accordance with Section 7.2(a)(ii).

(i) Shipper must give timely notice that it wants to continue service beyond the term of the Agreement. For the notice to be timely, Shipper must notify Panhandle within the following periods:
### Contract Expiration

<table>
<thead>
<tr>
<th>Stated Contract Term</th>
<th>Months Prior To Contract Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 years or longer</td>
<td>Not earlier than 18 Months and not later than 12 Months</td>
</tr>
<tr>
<td>Less than 2 years</td>
<td>Not earlier than 9 Months and not later than 6 Months</td>
</tr>
</tbody>
</table>

Panhandle shall notify each Shipper not earlier than 45 Days and not later than 30 Days prior to the last Day Shipper can give timely notice hereunder.

(ii) Upon receipt of the Shipper's notice, Panhandle shall post on the Messenger® system for a period of 45 Days ("Posting Period") the Maximum Daily Contract Quantity under the Shipper's Long-Term Agreement and the primary Point(s) of Receipt and Point(s) of Delivery thereunder.

(iii) During the Posting Period Panhandle shall accept requests for all or a portion of the Shipper's service rights under the Long-Term Agreement from any prospective Shipper that has submitted a valid request for service rights in accordance with the provisions of Section 6.1 hereof.

(iv) If, during the Posting Period, Panhandle receives an acceptable offer for all or a portion of the service rights under Shipper's Long-Term Agreement, Panhandle shall notify Shipper in writing of the offer having the greatest economic value, as defined in Section 7.1(b) hereof; provided, that for purposes of value comparisons under this section the rate utilized shall be limited to the Maximum Rate that can be charged to the existing Shipper. If Shipper elects to match the offer, Shipper shall notify Panhandle of such election in writing within 30 Days after receiving notice from Panhandle and shall execute a new Service Agreement matching the offer within 30 days after Panhandle has tendered the Service Agreement. If Shipper elects not to match the offer or does not execute the Service Agreement within 30 days, Panhandle will tender a Service Agreement to the prospective Shipper submitting the offer having the greatest economic value. If the Service Agreement is not executed within 30 days, the request for service rights shall expire without prejudice to the prospective Shipper's right to submit a new request for service rights. Panhandle shall then notify the Shipper in writing of the acceptable offer, if any, having the next greatest economic value in accordance with the provisions of this
Section 7.2(b)(iv). If there is no other acceptable offer, the Shipper may continue service in accordance with Section 7.2(b)(v).

(v) If no acceptable offers are received, Panhandle shall so notify Shipper within 15 days after the close of the Posting Period. In such event, Shipper may continue to receive service under a new Long-Term Agreement with any term Shipper chooses, at the applicable Maximum Rate or at a rate agreed to by Panhandle and Shipper. Shipper must notify Panhandle of its intent and indicate the term of the new Long-Term Agreement within 15 days of having been notified in writing by Panhandle that no acceptable offer was received. Panhandle will then be obligated to tender the new Long-Term Agreement to Shipper within 15 days of Shipper’s notification. If Shipper (1) fails to provide Panhandle the term of the requested new Long-Term Agreement within the required 15 day period, or (2) does not return an executed Service Agreement reflecting such term to Panhandle within 30 days of the date such contract is tendered, then Shipper shall be deemed to have elected not to continue service under a Long-Term Agreement pursuant to the provisions of Section 7.2 herein.

(vi) Panhandle shall post the winning bid and bidder on the Messenger* system for ninety (90) Days whether or not the bidder executes a Service Agreement.

(c) If a Long-Term Agreement is not continued in accordance with Section 7.2(a) above, such Agreement shall terminate as specified therein.

(d) The provisions of this Section 7.2 shall not apply to firm Transportation service initiated pursuant to the exercise of conversion rights under 18 CFR, Section 284.10, and which took effect between February 13, 1991 and May 18, 1992.

7.3 Panhandle shall not be obligated to tender, execute or continue a Service Agreement for service at any rate less than the Maximum Rate set forth in the Currently Effective Rates applicable to the service requested. It shall be Panhandle’s sole discretion to tender, execute or continue a Service Agreement at any rate less than the applicable Maximum Rate for the service requested. Panhandle and Shipper must agree to any rate requested at less than the applicable Maximum Rate before Panhandle becomes obligated to tender, execute or continue a Service Agreement for firm service at any rate less than the applicable Maximum Rate.

7.4 Once a Service Agreement for firm Transportation or Storage is executed, the economic value of the Service Agreement shall be determined in accordance with Section 7.1(b). During the term of the Service Agreement any change Shipper may make in the terms of the Service Agreement shall not reduce such economic value of the Service Agreement to Panhandle without Panhandle’s written consent.
7.5 Elimination of Inactive Interruptible Service Agreements

Panhandle may terminate Shippers' Service Agreements under Rate Schedules IT, EIT, IIOS, IWS and GPS, upon thirty (30) days prior written notice to Shippers who have not submitted nominations to either transport, store Gas, or park Gas under such Service Agreements within the immediately preceding twelve (12) Months.

7.6 Contract Reduction Rights

Shipper may elect one or more of the following options to reduce its contract quantity (MDCQ, MSQ, MDIQ, MDWQ or MDVQ, as applicable) during the term of its Service Agreement. Shipper's eligibility for a contract quantity reduction option and Shipper's ability to exercise such option is subject to the terms, conditions and procedures specified below including those in Section 7.6(e).

(a) Regulatory Unbundling

(1) Eligibility

Shipper is a local distribution company or its agent under the direct regulation of a state regulatory or legislative body and Shipper is required by a final order of that state body to unbundle its merchant and transportation functions. Such state body does not approve a mechanism to provide Shipper the opportunity to recover costs incurred by Shipper under Shipper's Service Agreement(s).

(2) Notice and Certification

Shipper shall give Panhandle sixty (60) days prior written notice of the anticipated effective date of the requested contract quantity reduction. The notice shall state the reduction sought, the date or anticipated date of a final order requiring unbundling, and the anticipated effective date of the unbundling order. At the time of such notice, Shipper must certify with supporting data that:

(i) The contract quantity reduction requested is equal to the level of stranded capacity on Panhandle resulting from (1) Shipper unbundling its distribution/transportation functions from its merchant functions and (2) a net decrease in Shipper's system sales requirements.

(ii) Shipper has used reasonable efforts to seek state body approval of a mechanism that allows Shipper to recover the costs incurred under Shipper's Service Agreements and that such
recovery efforts were unsuccessful prior to requesting its contract quantity reduction.

(iii) Shipper has used reasonable efforts to release its capacity to Replacement Shippers, by posting the capacity on the Messenger® system for thirty (30) days at the rate provided for under the relevant Service Agreement(s). Additionally, Shipper has used reasonable efforts to release its capacity to the new merchants of retail service in its service territory and to request that its state body require new merchants to accept release of such capacity for the remaining term of the Service Agreement.

(3) Level of Reduction

Shipper may reduce its aggregate contract quantity under all of its Service Agreements with Panhandle by an amount that qualifies under the above specifications. If Shipper is served by other natural gas pipelines in addition to Panhandle, Shipper may only reduce its contract quantity on Panhandle by an amount that is prorated based on the respective levels of firm transportation service that Shipper holds on Panhandle and such other natural gas pipelines. Unless otherwise agreed, if more than one Service Agreement with Panhandle is used to serve the system sales requirements no longer served by Shipper as a result of unbundling, Shipper shall reduce its contract quantity on the Panhandle Service Agreements pro rata based on the contract quantity of each Service Agreement. Unless otherwise agreed, any reduction in contract quantity shall result in a pro rata reduction in Shipper’s quantities at primary Points of Receipt and primary Points of Delivery.

(4) Effective Date

The reduction shall take effect on the later of (i) the effective date of unb Bundling or the date of a final order requiring unbundling; and (ii) the first calendar day of the month following the sixtieth (60th) day after Shipper’s written notice of the anticipated effective date of the reduction.

(b) Loss of Load

(1) Eligibility

Shipper is a local distribution company or its agent or a municipality that experiences a loss of load. Loss of load occurs when any of Shipper’s firm customers with daily requirements on facilities owned or operated by Shipper exceeding 100 Dth/day either permanently cease gas
consuming operations or reduce such operations to plant protection levels, or by pass Shipper by directly connecting to Panhandle. Shipper may elect to take the contract quantity reduction described in this paragraph or Shipper may elect to reduce its contract quantity pursuant to FERC's bypass policies in effect at the time the bypass occurs, but not both.

(2) Notice and Certification

Shipper must give Panhandle written notice no more than thirty (30) days after Shipper receives notice from its customer of a loss of load, which notice shall state the contract quantity reduction sought and the date that Shipper anticipates it will lose the load. At the time of such notice, Shipper must certify with supporting data that:

(i) The load lost was actually served by the Shipper with gas transported by Panhandle on a firm basis as of the date that Shipper's Service Agreement with Panhandle became effective.

(ii) The reduction requested is equal to or less than the actual load lost.

(iii) Shipper has used reasonable efforts to release its capacity to Replacement Shippers, by posting the capacity on the Messenger® system for thirty (30) days at the rate provided for under the relevant Service Agreement(s).

(3) Level of Reduction

Shipper may reduce its aggregate contract quantity under all of its Service Agreements with Panhandle by an amount up to the firm daily contract quantity that was used to serve the lost load. If the lost load is served by other natural gas pipelines in addition to Panhandle, Shipper may only reduce its contract quantity on Panhandle by an amount that is prorated based on the respective levels of firm transportation service used to serve the lost load that Shipper holds on Panhandle and such other natural gas pipelines. If more than one Service Agreement on Panhandle serves the lost load, any contract quantity reduction shall be applied first to the Service Agreement with the lowest rate, unless otherwise agreed. Any reduction in contract quantity shall result in a pro-rata reduction in Shipper’s quantities at primary Points of Receipt and primary Points of Delivery, unless otherwise agreed.
(4) Effective Date

The reduction shall take effect on the later of the effective date of the lost load or the first calendar day of the month following the sixtieth (60th) day after Shipper's written notice.

(c) Plant Outage

(1) Eligibility

Shipper, an industrial customer of Panhandle, closes its plant or implements a permanent and material reduction in its production output.

(2) Notice and Certification

Shipper must give Panhandle written notice no more than thirty (30) days following a public announcement that its plant will be closed or will permanently and materially reduce its production output. The notice shall state the contract quantity reduction sought and the date that Shipper anticipates that the plant will be closed or permanently and materially reduce plant output. At the time of such notice, Shipper must certify with supporting data that:

(i) The plant was actually served by the Shipper with gas transported by Panhandle on a firm basis as of the date that Shipper's Service Agreement with Panhandle became effective.

(ii) The plant closing or reduction of operations and the quantity of any such permanent reduction in plant output has been publicly announced.

(iii) The delivery point at which Panhandle makes deliveries to the plant is listed as a primary Point of Delivery on Shipper's Service Agreement.

(iv) Shipper has used reasonable efforts to release its capacity to Replacement Shippers, by posting the capacity on the Messenger® system for thirty (30) days at the rate provided for under the relevant Service Agreement(s).

(3) Level of Reduction

In the event of a permanent and material reduction in the plant's output, Shipper may only reduce its contract quantity by a percentage
equal to the percentage that the production decrease represents to the total plant output. In the event of a plant closing, Shipper may reduce its aggregate contract quantity under all of its Service Agreements that serve the plant by an amount up to the daily contract quantity delivered to the plant. If Shipper's plant is served by other natural gas pipelines in addition to Panhandle, Shipper may only reduce its contract quantity on Panhandle by an amount that is prorated based on the respective levels of firm transportation service used to serve the plant that Shipper holds on Panhandle and such other natural gas pipelines. If more than one Service Agreement on Panhandle serves such plant, any contract quantity reduction shall be applied first to the Service Agreement with the lowest rate, unless otherwise agreed. Any reduction in contract quantity shall result in a pro rata reduction in Shipper's quantities at primary Points of Receipt and primary Points of Delivery, unless otherwise agreed.

(4) Effective Date

The reduction shall take effect on the later of the first calendar day of the month following the sixtieth (60th) day after Shipper's written notice or the effective date of the plant's permanent and material output reduction or closing.

(d) Buyout

(1) Eligibility

Shipper may elect to reduce some or all of the contract quantity on its firm Service Agreement(s) by making one or more of the following cash payments to Panhandle.

The total amount of the cash payment that Shipper must pay Panhandle shall be 100 percent of the net present value of the reservation charge payments applicable to the reduced quantities that Panhandle would have otherwise received had Shipper continued to pay Panhandle under the remaining term of the Service Agreement. The economic value shall be calculated in accordance with Section 7.1(b) hereof.

(2) Notice

Shipper shall give Panhandle sixty (60) days prior written notice of the date it elects to exercise this contract quantity reduction option.
(3) Level of Reduction

Unless otherwise agreed, any reduction in contract quantity shall result in a pro rata reduction in Shipper's quantities at primary Points of Receipt and primary Points of Delivery.

(4) Effective Date

The reduction shall take effect on the requested date following the sixty (60) days notice period. The payment required under Section 7.6(d)(1) must be received by Panhandle prior to the effective date of the reduction.

(e) To be eligible for any contract quantity reduction option under this Section 7.6, Shipper's Service Agreement must have a term of five (5) years or more and a remaining term of two (2) years or less, unless otherwise agreed.

(f) To be eligible for any contract quantity reduction option, any costs that Shipper has agreed to reimburse Panhandle for facilities constructed or installed by Panhandle to provide service under Shipper’s Service Agreement(s) shall have been fully reimbursed.

(g) Shipper must pay all its outstanding invoices before Shipper is eligible for any contract quantity reduction.

(h) Shipper’s Service Agreement(s) shall have a zero imbalance before Shipper is eligible for any contract quantity reduction.

(i) If Shipper has Storage and related Transportation contracts that are eligible for contract reduction options under this Section 7.6, quantities under the Storage and related firm Transportation services shall be proportionally reduced so that Storage service quantities, including Storage capacity and deliverability quantities, and related Transportation service quantities remain proportionately the same.

(j) The provisions of Section 7.2(b) of these General Terms and Conditions shall not apply to the quantity reduced pursuant to this Section 7.6.

7.7 Prior to the expiration of the term of an existing Service Agreement and prior to Panhandle’s posting the availability of the capacity under Section 7.2(b)(ii), if applicable, Panhandle and the existing Shipper may mutually agree to an extension of the term of the Service Agreement with respect to all or part of the underlying capacity (the exact length of which is to be negotiated on a case-by-case basis in a not unduly discriminatory manner).
8. NOMINATION AND SCHEDULING OF SERVICE

8.1 (a) If Shipper desires the Transportation or Storage of Gas on any Day under Panhandle's firm or interruptible Rate Schedules, Shipper shall furnish to Panhandle written nominations indicating Quantities of Gas to be received and delivered or stored by Panhandle, by individual Point of Receipt and individual Point of Delivery, as required below. Such nominations shall reflect the Quantities of Gas for each Point of Receipt and each Point of Delivery. Such nominations also shall be in balance, except to the extent they reflect any previous imbalance make-up Quantities of Gas and shall reflect scheduled daily variations. Nominations for Point(s) of Receipt shall include applicable Fuel Reimbursement Quantities. Overrun Quantities may be requested either in Shipper's standard nomination or in a separate nomination.

(b) If, at any time Shipper's receipt nominations and receipt actuals or delivery nominations and delivery actuals for any contract are out of balance by the greater of 1,000 Dt. or 5% of the nomination or if the difference between actual receipts and actual deliveries is greater than 5% of the delivery nominations, Panhandle shall be entitled, upon notice to Shipper, to adjust Shipper's nominations to bring them into balance. If actual receipts or deliveries are reduced by a meter operator, Panhandle shall be entitled, upon notice to Shipper, to adjust Shipper's nominations for the affected contracts to bring them into balance. Panhandle's entitlement to adjust Shipper's nominations shall not relieve Shipper of the obligation to pay any balancing, scheduling or any other penalties provided for in these General Terms and Conditions.

8.2 Panhandle shall support the following standard nomination cycle (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

(a) Next Day Service

The Timely Nomination Cycle
On the Day prior to gas flow:

- 1:00 p.m. Nominations leave control of the Shipper;
- 1:15 p.m. Nominations are received by Panhandle (including from Title Transfer Tracking Service Providers (TTTSPs));
- 1:30 p.m. Panhandle sends the quick response to the Shipper;
- 4:30 p.m. Panhandle receives completed confirmations from confirming parties;
- 5:00 p.m. Shipper and point operator receive scheduled quantities from Panhandle.
Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

The Evening Nomination Cycle
On the day prior to gas flow:

- 6:00 p.m. Nominations leave control of the Shipper;
- 6:15 p.m. Nominations are received by Panhandle (including from TTTSPs);
- 6:30 p.m. Panhandle sends the quick response to the Shipper;
- 8:30 p.m. Panhandle receives completed confirmations from confirming parties;
- 9:00 p.m. Panhandle provides scheduled quantities to the affected Shippers and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

In addition, at the end of each Day Panhandle shall make available to Shippers information containing scheduled Quantities, including scheduled intraday nominations and any other scheduling changes.

Shipper shall specify a begin date, time and end date for each standard nomination. Such begin date and end date shall be within the term of Shipper's Service Agreement. To the extent that Shipper desires to change its nomination for any Day, Shipper must submit a new nomination for such Day. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. If a Shipper fails to provide a nomination on or before the nomination deadline, Panhandle shall deem the Shipper's nomination to be zero.

Panhandle shall have the right to refuse to receive or deliver any Gas not timely and properly nominated and confirmed. Shipper shall indemnify and hold Panhandle harmless from and Panhandle shall not be liable to Shipper or any other person as a direct or indirect consequence of such refusal.

Intraday Nominations

Any nomination submitted after the deadline set forth in Section 8.2(a) above shall be an intraday nomination. An intraday nomination shall be effective for one Day
only. An intraday nomination shall specify an effective date, time and the Daily Quantity. The interconnected parties shall agree on the hourly flows for such Day. Nominations for intraday changes in service will be accepted subject to operator confirmation, verification, and operating conditions. Quantities shall be deemed to be flowing if the operator at the Point of Receipt has confirmed delivery to Panhandle.

Panhandle shall support the following standard nomination cycles (all times are CCT pursuant to NAESB WGO Standard No. 0.3.17):

The Intraday 1 Nomination Cycle
On the current Gas Day:

• 10:00 a.m. Nominations leave control of the Shipper;
• 10:15 a.m. Nominations are received by Panhandle (including from TTTSPs);
• 10:30 a.m. Panhandle sends the quick response to the Shipper;
• 12:30 p.m. Panhandle receives completed confirmations from confirming parties;
• 1:00 p.m. Panhandle provides scheduled quantities to the affected Shipper and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

The Intraday 2 Nomination Cycle
On the current Gas Day:

• 2:30 p.m. Nominations leave control of the Shipper;
• 2:45 p.m. Nominations are received by Panhandle (including from TTTSPs);
• 3:00 p.m. Panhandle sends the quick response to the Shipper;
• 5:00 p.m. Panhandle receives completed confirmations from confirming parties;
• 5:30 p.m. Panhandle provides scheduled quantities to the affected Shipper and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.
The Intraday 3 Nomination Cycle
On the current Gas Day:

- 7:00 p.m. Nominations leave control of the Shipper;
- 7:15 p.m. Nominations are received by Panhandle (including from TTTSPs);
- 7:30 p.m. Panhandle sends the quick response to the Shipper;
- 9:30 p.m. Panhandle receives completed confirmations from confirming parties;
- 10:00 p.m. Panhandle provides scheduled quantities to the affected Shipper and point operator.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

For purposes of NAESB WGQ Standard No. 1.3.2 (ii), (iii), (iv), and (v), the word "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

(c) Panhandle may waive any part of the notice requirements of Section 8.2(a) or Section 8.2(b), upon request, if operating conditions permit such waiver. Shipper shall notify Panhandle immediately of any unexpected changes in volumes tendered for receipt or delivery, whether or not such notice conforms to the times set out herein.

8.3 Shippers shall cause the Operator of each Point of Receipt and each Point of Delivery designated in any nomination under Section 8.2 to confirm all such nominations in writing prior to implementation by Panhandle.

8.4 This section is reserved for future use.

8.5 (a) Shipper shall cause Operators at their Points of Receipt and Points of Delivery to provide in writing to Panhandle a predetermined daily allocation methodology for measured Quantities of Gas (based on scheduled nominations) before the start of the Day. Parties may agree upon one of the following allocation methodologies: ranked, pro rata, percentage, swing and operator provided value. In the event the parties cannot agree on an allocation methodology, pro rata based on confirmed nominations will be used as the default method. The party responsible for custody transfer (the party performing the measurement function) must provide the allocation. Panhandle will accept such allocation if operationally or administratively feasible.
Changes to the daily allocation methodology may be made during the Month. Such changes must be submitted before the start of the Day. No retroactive reallocations of any transactions shall be permitted.

If the daily allocation methodology at a Point of Delivery identifies a Service Agreement, other than the meter holder's Service Agreement to be allocated the last Quantities through the meter, the Shipper whose Service Agreement has been identified must agree to the allocation methodology before it may become effective. Quantities delivered under Rate Schedule GDS must be allocated as the last Quantities through the meter.

Shipper may change the person(s) designated in the service rights request form to provide the nomination information set forth in this section to Panhandle. Such change shall be effective immediately upon receipt by Panhandle of Shipper's written notification. If Shipper designates another person to provide this information, Panhandle shall be entitled to rely on the nominations provided by Shipper's prior designee until such nominations are changed in accordance with this Section 8.

Nominations shall also specify such additional information which may be needed for Panhandle to accept Commission approved or permitted standard data elements necessary to perform service.

Quantities of Gas nominated for Transportation or Storage by Shippers pursuant to Section 8.3 shall be scheduled by Panhandle in the following order:

Scheduling of Receipts

1. Firm service from primary Point(s) of Receipt, adjusted for Fuel Reimbursement, to primary Point(s) of Delivery.
2. Firm service from primary Point(s) of Receipt, adjusted for Fuel Reimbursement, to secondary Point(s) of Delivery.
3. Firm service from secondary Point(s) of Receipt within the Primary Path, adjusted for Fuel Reimbursement, beginning with service charged the applicable Maximum Rate followed by firm service from secondary Point(s) of Receipt within the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.
4. Firm service from secondary Point(s) of Receipt outside the Primary Path, adjusted for Fuel Reimbursement, beginning with service charged the applicable Maximum Rate followed by firm service from secondary Point(s)
of Receipt outside the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(5) Interruptible service from Point(s) of Receipt, beginning with interruptible service charged the applicable Maximum Rate, followed by interruptible service from Point(s) of Receipt charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Interruptible service provided under Rate Schedule EIT will be scheduled before interruptible service provided under Rate Schedule IT charged a rate equally proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Authorized Quantities in excess of the MDCQ shall be scheduled as interruptible. For multiple nominations of interruptible service at the same percentage of Maximum Rate, Transportation shall be scheduled in sequence, starting with the service with the earliest request date.

(6) Gas Parking Service

(7) Within each service category provided in (1) through (4) above, a Shipper may, through electronic data interchange, provide a ranking of individual Points of Receipt within a Shipper’s Service Agreement in the event the entirety of the Shipper nomination cannot be scheduled.

(b) Scheduling of Deliveries

(1) Firm service from primary Point(s) of Receipt, adjusted for Fuel Reimbursement, to primary Point(s) of Delivery.

(2) Firm service from secondary Point(s) of Receipt, adjusted for Fuel Reimbursement, to primary Point(s) of Delivery.

(3) Firm service to secondary Point(s) of Delivery within the Primary Path beginning with service charged the applicable Maximum Rate followed by firm service to secondary Point(s) of Delivery within the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(4) Firm Service to secondary Point(s) of Delivery outside the Primary Path beginning with service charged the applicable Maximum Rate followed by
firm service to secondary Point(s) of Delivery outside the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(5) Interruptible service to Point(s) of Delivery beginning with interruptible service charged the applicable Maximum Rate, followed by interruptible service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Interruptible service provided under Rate Schedule EIT shall be scheduled before interruptible service provided under Rate Schedule IT charged a rate equally proximate to the maximum rate (expressed as a percentage of the maximum rate). Authorized Quantities in excess of the MDCQ shall be scheduled as interruptible. For multiple nominations of interruptible service at the same percentage of Maximum Rate, service shall be scheduled in sequence starting with the service with the earliest request date.

(6) Gas Parking Service.

(7) Within each service category provided in (1) through (4) above, a Shipper may, through electronic data interchange, provide a ranking of individual Points of Delivery within a Shipper’s Service Agreement in the event the entirety of the Shipper nomination cannot be scheduled.

(c) If Panhandle is unable to schedule all Quantities nominated because of a point of constraint, other than at a Point of Receipt or Delivery, Panhandle will schedule Gas through such point of constraint in the following order:

(1) Firm service from primary Point(s) of Receipt to primary Point(s) of Delivery.

(2) Firm service utilizing secondary Point(s) of Receipt and/or secondary Point(s) of Delivery within the Primary Path beginning with service charged the applicable Maximum Rate followed by service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(3) Firm service utilizing secondary Point(s) of Receipt and/or secondary Point(s) of Delivery outside the Primary Path beginning with service charged the applicable Maximum Rate followed by service charged a rate less than the applicable Maximum Rate in sequence starting with the rate
most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(4) Interruptible service beginning with interruptible service charged the applicable Maximum Rate, followed by interruptible service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Interruptible service provided under Rate Schedule EIT shall be scheduled before interruptible service provided under Rate Schedule IT charged a rate equally proximate to the maximum rate (expressed as a percentage of the maximum rate). Authorized Quantities in excess of the MDCQ shall be scheduled as interruptible. For multiple nominations of interruptible service at the same percentage of Maximum Rate, service shall be scheduled in sequence starting with the service with the earliest request date.

(5) Within each service category provided in (1) through (4) above, a Shipper may, through electronic data interchange, provide a ranking of individual Points of Delivery within a Shipper’s Service Agreement in the event the entirety of the Shipper nomination cannot be scheduled.

(d) Once service is nominated and scheduled for any Day as primary or secondary firm service, such service shall not be bumped by another Shipper for the purpose of scheduling any other service, including primary firm service, for such Day. In the event that all or part of an interruptible Shipper’s scheduled Quantity is reduced as the result of a nomination by a firm Shipper in the Evening Nomination Cycle, the Intraday 1 Nomination Cycle or the Intraday 2 Nomination Cycle, such interruptible Shipper shall be notified of the bump through the Messenger® system or by telephone or facsimile communication. As provided in Section 8.2(b), bumping is not allowed during the Intraday 3 Nomination Cycle.

8.9 Section 9.7 describes scheduling provisions during curtailment.
8. NOMINATION AND SCHEDULING OF SERVICE

8.1 (a) If Shipper desires the Transportation or Storage of Gas on any Day under Panhandle's firm or interruptible Rate Schedules, Shipper shall furnish to Panhandle written nominations indicating Quantities of Gas to be received and delivered or stored by Panhandle, by individual Point of Receipt and individual Point of Delivery, as required below. Such nominations shall reflect the Quantities of Gas for each Point of Receipt and each Point of Delivery. Such nominations also shall be in balance, except to the extent they reflect any previous imbalance make-up Quantities of Gas and shall reflect scheduled daily variations. Nominations for Point(s) of Receipt shall include applicable Fuel Reimbursement Quantities. Overrun Quantities may be requested either in Shipper's standard nomination or in a separate nomination.

(b) If, at any time Shipper's receipt nominations and receipt actuals or delivery nominations and delivery actuals for any contract are out of balance by the greater of 1,000 Dt. or 5% of the nomination or if the difference between actual receipts and actual deliveries is greater than 5% of the delivery nominations, Panhandle shall be entitled, upon notice to Shipper, to adjust Shipper's nominations to bring them into balance. If actual receipts or deliveries are reduced by a meter operator, Panhandle shall be entitled, upon notice to Shipper, to adjust Shipper’s nominations for the affected contracts to bring them into balance. Panhandle's entitlement to adjust Shipper's nominations shall not relieve Shipper of the obligation to pay any balancing, scheduling or any other penalties provided for in these General Terms and Conditions.

8.2 Panhandle shall support the following standard nomination cycle (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

(a) Next Day Service

The Timely Nomination Cycle
On the Day prior to gas flow:

• 1:00 p.m. Nominations leave control of the Shipper;
• 1:15 p.m. Nominations are received by Panhandle (including from Title Transfer Tracking Service Providers (TTTSPs));
• 1:30 p.m. Panhandle sends the quick response to the Shipper;
• 4:30 p.m. Panhandle receives completed confirmations from confirming parties;
• 5:00 p.m. Shipper and point operator receive scheduled quantities from Panhandle.
Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

In addition, at the end of each Day Panhandle shall make available to Shippers information containing scheduled Quantities, including scheduled intraday nominations and any other scheduling changes.

Shipper shall specify a begin date, time and end date for each standard nomination. Such begin date and end date shall be within the term of Shipper's Service Agreement. To the extent that Shipper desires to change its nomination for any Day, Shipper must submit a new nomination for such Day. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. If a Shipper fails to provide a nomination on or before the nomination deadline, Panhandle shall deem the Shipper's nomination to be zero.

Panhandle shall have the right to refuse to receive or deliver any Gas not timely and properly nominated and confirmed. Shipper shall indemnify and hold Panhandle harmless from and Panhandle shall not be liable to Shipper or any other person as a direct or indirect consequence of such refusal.

(b) **Intraday Nominations**

Any nomination submitted after the deadline set forth in Section 8.2(a) above shall be an intraday nomination. An intraday nomination shall be effective for one Day only. An intraday nomination shall specify an effective date, time and the Daily Quantity. The interconnected parties shall agree on the hourly flows for such Day. Nominations for intraday changes in service will be accepted subject to operator confirmation, verification, and operating conditions. Quantities shall be deemed to be flowing if the operator at the Point of Receipt has confirmed delivery to Panhandle.

Panhandle shall support the following standard nomination cycles (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

1. **The Evening Nomination Cycle**
   On the day prior to gas flow:
   - 6:00 p.m. Nominations leave control of the Shipper;
   - 6:15 p.m. Nominations are received by Panhandle (including from TTTSPs);
• 6:30 p.m. Panhandle sends the quick response to the Shipper;
• 8:30 p.m. Panhandle receives completed confirmations from confirming parties;
• 9:00 p.m. Panhandle provides scheduled quantities to the affected Shippers and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

(2) The Intraday 1 Nomination Cycle
On the current Gas Day:

• 10:00 a.m. Nominations leave control of the Shipper;
• 10:15 a.m. Nominations are received by Panhandle (including from TTTSPs);
• 10:30 a.m. Panhandle sends the quick response to the Shipper;
• 12:30 p.m. Panhandle receives completed confirmations from confirming parties;
• 1:00 p.m. Panhandle provides scheduled quantities to the affected Shipper and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

(3) The Intraday 2 Nomination Cycle
On the current Gas Day:

• 2:30 p.m. Nominations leave control of the Shipper;
• 2:45 p.m. Nominations are received by Panhandle (including from TTTSPs);
• 3:00 p.m. Panhandle sends the quick response to the Shipper;
• 5:00 p.m. Panhandle receives completed confirmations from confirming parties;
• 5:30 p.m. Panhandle provides scheduled quantities to the affected Shipper and point operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(4) The Intraday 3 Nomination Cycle
On the current Gas Day:

• 7:00 p.m. Nominations leave control of the Shipper;
• 7:15 p.m. Nominations are received by Panhandle (including from TTTSPs);
7:30 p.m.  Panhandle sends the quick response to the Shipper;
9:30 p.m.  Panhandle receives completed confirmations from confirming parties;
10:00 p.m. Panhandle provides scheduled quantities to the affected Shipper and point operator.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

For purposes of NAESB WGQ Standard No. 1.3.2 (ii), (iii), (iv), and (v), the word "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

(c) Panhandle may waive any part of the notice requirements of Section 8.2(a) or Section 8.2(b), upon request, if operating conditions permit such waiver. Shipper shall notify Panhandle immediately of any unexpected changes in volumes tendered for receipt or delivery, whether or not such notice conforms to the times set out herein.

8.3 Shippers shall cause the Operator of each Point of Receipt and each Point of Delivery designated in any nomination under Section 8.2 to confirm all such nominations in writing prior to implementation by Panhandle.

8.4 This section is reserved for future use.

8.5 (a) Shipper shall cause Operators at their Points of Receipt and Points of Delivery to provide in writing to Panhandle a predetermined daily allocation methodology for measured Quantities of Gas (based on scheduled nominations) before the start of the Day. Parties may agree upon one of the following allocation methodologies: ranked, pro rata, percentage, swing and operator provided value. In the event the parties cannot agree on an allocation methodology, pro rata based on confirmed nominations will be used as the default method. The party responsible for custody transfer (the party performing the measurement function) must provide the allocation. Panhandle will accept such allocation if operationally or administratively feasible.

(b) Changes to the daily allocation methodology may be made during the Month. Such changes must be submitted before the start of the Day. No retroactive reallocations of any transactions shall be permitted.

(c) If the daily allocation methodology at a Point of Delivery identifies a Service Agreement, other than the meter holder’s Service Agreement to be allocated the last Quantities through the meter, the Shipper whose Service Agreement has been
identified must agree to the allocation methodology before it may become effective. Quantities delivered under Rate Schedule GDS must be allocated as the last Quantities through the meter.

8.6 Shipper may change the person(s) designated in the service rights request form to provide the nomination information set forth in this section to Panhandle. Such change shall be effective immediately upon receipt by Panhandle of Shipper's written notification. If Shipper designates another person to provide this information, Panhandle shall be entitled to rely on the nominations provided by Shipper's prior designee until such nominations are changed in accordance with this Section 8.

8.7 Nominations shall also specify such additional information which may be needed for Panhandle to accept Commission approved or permitted standard data elements necessary to perform service.

8.8 Quantities of Gas nominated for Transportation or Storage by Shippers pursuant to Section 8.3 shall be scheduled by Panhandle in the following order:

(a) Scheduling of Receipts

(1) Firm service from primary Point(s) of Receipt, adjusted for Fuel Reimbursement, to primary Point(s) of Delivery.

(2) Firm service from primary Point(s) of Receipt, adjusted for Fuel Reimbursement, to secondary Point(s) of Delivery.

(3) Firm service from secondary Point(s) of Receipt within the Primary Path, adjusted for Fuel Reimbursement, beginning with service charged the applicable Maximum Rate followed by firm service from secondary Point(s) of Receipt within the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(4) Firm service from secondary Point(s) of Receipt outside the Primary Path, adjusted for Fuel Reimbursement, beginning with service charged the applicable Maximum Rate followed by firm service from secondary Point(s) of Receipt outside the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.
(5) Interruptible service from Point(s) of Receipt, beginning with interruptible service charged the applicable Maximum Rate, followed by interruptible service from Point(s) of Receipt charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Interruptible service provided under Rate Schedule EIT will be scheduled before interruptible service provided under Rate Schedule IT charged a rate equally proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Authorized Quantities in excess of the MDCQ shall be scheduled as interruptible. For multiple nominations of interruptible service at the same percentage of Maximum Rate, Transportation shall be scheduled in sequence, starting with the service with the earliest request date.

(6) Gas Parking Service

(7) Within each service category provided in (1) through (4) above, a Shipper may, through electronic data interchange, provide a ranking of individual Points of Receipt within a Shipper’s Service Agreement in the event the entirety of the Shipper nomination cannot be scheduled.

(b) Scheduling of Deliveries

(1) Firm service from primary Point(s) of Receipt, adjusted for Fuel Reimbursement, to primary Point(s) of Delivery.

(2) Firm service from secondary Point(s) of Receipt, adjusted for Fuel Reimbursement, to primary Point(s) of Delivery.

(3) Firm service to secondary Point(s) of Delivery within the Primary Path beginning with service charged the applicable Maximum Rate followed by firm service to secondary Point(s) of Delivery within the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(4) Firm Service to secondary Point(s) of Delivery outside the Primary Path beginning with service charged the applicable Maximum Rate followed by firm service to secondary Point(s) of Delivery outside the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.
(5) Interruptible service to Point(s) of Delivery beginning with interruptible service charged the applicable Maximum Rate, followed by interruptible service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Interruptible service provided under Rate Schedule EIT shall be scheduled before interruptible service provided under Rate Schedule IT charged a rate equally proximate to the maximum rate (expressed as a percentage of the maximum rate). Authorized Quantities in excess of the MDCQ shall be scheduled as interruptible. For multiple nominations excess of the MDCQ shall be scheduled as interruptible. For multiple nominations of interruptible service at the same percentage of Maximum Rate, service shall be scheduled in sequence starting with the service with the earliest request date.

(6) Gas Parking Service.

(7) Within each service category provided in (1) through (4) above, a Shipper may, through electronic data interchange, provide a ranking of individual Points of Delivery within a Shipper's Service Agreement in the event the entirety of the Shipper nomination cannot be scheduled.

(c) If Panhandle is unable to schedule all Quantities nominated because of a point of constraint, other than at a Point of Receipt or Delivery, Panhandle will schedule Gas through such point of constraint in the following order:

(1) Firm service from primary Point(s) of Receipt to primary Point(s) of Delivery.

(2) Firm service utilizing secondary Point(s) of Receipt and/or secondary Point(s) of Delivery within the Primary Path beginning with service charged the applicable Maximum Rate followed by service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(3) Firm service utilizing secondary Point(s) of Receipt and/or secondary Point(s) of Delivery outside the Primary Path beginning with service charged the applicable Maximum Rate followed by service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(4) Interruptible service beginning with interruptible service charged the applicable Maximum Rate, followed by interruptible service charged a rate
less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Interruptible service provided under Rate Schedule EIT shall be scheduled before interruptible service provided under Rate Schedule IT charged a rate equally proximate to the maximum rate (expressed as a percentage of the maximum rate). Authorized Quantities in excess of the MDCQ shall be scheduled as interruptible. For multiple nominations of interruptible service at the same percentage of Maximum Rate, service shall be scheduled in sequence starting with the service with the earliest request date.

(5) Within each service category provided in (1) through (4) above, a Shipper may, through electronic data interchange, provide a ranking of individual Points of Delivery within a Shipper’s Service Agreement in the event the entirety of the Shipper nomination cannot be scheduled.

(d) Once service is nominated and scheduled for any Day as primary or secondary firm service, such service shall not be bumped by another Shipper for the purpose of scheduling any other service, including primary firm service, for such Day. In the event that all or part of an interruptible Shipper’s scheduled Quantity is reduced as the result of a nomination by a firm Shipper in the Evening Nomination Cycle, the Intraday 1 Nomination Cycle or the Intraday 2 Nomination Cycle, such interruptible Shipper shall be notified of the bump through the Messenger® system or by telephone or facsimile communication. As provided in Section 8.2(b), bumping is not allowed during the Intraday 3 Nomination Cycle.

8.9 Section 9.7 describes scheduling provisions during curtailment.
8. NOMINATION AND SCHEDULING OF SERVICE

8.1 (a) If Shipper desires the Transportation or Storage of Gas on any Day under Panhandle's firm or interruptible Rate Schedules, Shipper shall furnish to Panhandle written nominations indicating Quantities of Gas to be received and delivered or stored by Panhandle, by individual Point of Receipt and individual Point of Delivery, as required below. Such nominations shall reflect the Quantities of Gas for each Point of Receipt and each Point of Delivery. Such nominations also shall be in balance, except to the extent they reflect any previous imbalance make-up Quantities of Gas and shall reflect scheduled daily variations. Nominations for Point(s) of Receipt shall include applicable Fuel Reimbursement Quantities. Overrun Quantities may be requested either in Shipper’s standard nomination or in a separate nomination.

(b) If, at any time Shipper’s receipt nominations and receipt actuals or delivery nominations and delivery actuals for any contract are out of balance by the greater of 1,000 Dt. or 5% of the nomination or if the difference between actual receipts and actual deliveries is greater than 5% of the delivery nominations, Panhandle shall be entitled, upon notice to Shipper, to adjust Shipper’s nominations to bring them into balance. If actual receipts or deliveries are reduced by a meter operator, Panhandle shall be entitled, upon notice to Shipper, to adjust Shipper’s nominations for the affected contracts to bring them into balance. Panhandle’s entitlement to adjust Shipper's nominations shall not relieve Shipper of the obligation to pay any balancing, scheduling or any other penalties provided for in these General Terms and Conditions.

8.2 Panhandle will accept nominations for service as follows:

(a) Next Day Service

A new nomination for service commencing the next Day will be accepted if the nomination is submitted in writing on the Day prior to the proposed effective date.

The nomination timeline in Central Time on the Day prior to Gas flow shall be the following:

The Timely Nomination Cycle

11:30 a.m. Nomination leaves control of the Shipper
9. CURTAILMENT AND INTERRUPTION

9.1 Panhandle shall have the unqualified right to interrupt Transportation Services or Storage Services or Gas Parking Service or all such services at any time under Panhandle's interruptible Rate Schedules to provide service under Panhandle's firm Rate Schedules. Gas Parking Service will be interrupted first and then interruptible services shall be interrupted in sequence, starting with interruptible service charged the rate least proximate to the applicable maximum rate. Within each rate category of interruptible service, service shall be interrupted in sequence, starting with the service most recently requested and, if necessary, pro-rata by request date.

9.2 Panhandle shall have the right to curtail or discontinue Transportation Services or Storage Services or Gas Parking Service or all such services, in whole or in part on all or a portion of its system at any time for reasons of Force Majeure or when in Panhandle's sole judgment, capacity or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes to its system. Panhandle shall provide Shipper such notice of the curtailment as is reasonable under the circumstances.

9.3 In the event of curtailment pursuant to Section 9.2 above, service shall be scheduled in the order specified in GT&C Section 9.7.

9.4 When in Panhandle's judgment Panhandle will be unable to satisfy all scheduled deliveries on any portion of its system due to the failure of Shippers to deliver or cause to be delivered scheduled receipts, Panhandle may reduce, in whole or in part, deliveries to Shippers with receipts scheduled on any portion of Panhandle's system showing deficient receipts, in the order specified in Section 9.3 hereof, subject to the following conditions:

(a) Notice, pursuant to Section 9.6 hereof, shall be given to the affected Shippers that deliveries must be reduced within a time that is reasonable under the then existing conditions.

(b) Shippers who are able to confirm their receipts to Panhandle within the time set out in such notice shall be permitted to maintain their service. Confirmation shall mean that Panhandle is able, in good faith, to determine that the Shipper's Natural Gas is being received, or Shipper has provided a notarized affidavit by an officer or representative empowered to bind Shipper that, based on personal knowledge formed after diligent investigation, the scheduled quantities (or stated lesser quantities) are being delivered to Panhandle at the Point(s) of Receipt nominated by Shipper for the applicable Service Agreement(s).
(c) If Shipper is unable to provide confirmation within the time set out in the notice, deliveries to Shipper shall be resumed when such confirmation is provided or when the curtailment ceases.

(d) If Shipper's affidavit is in fact false, then in addition to any remedies available to Panhandle at law, Shipper shall be deemed in violation of Panhandle's curtailment order and the provisions of Section 9.5 shall apply.

9.5 Curtailment Compliance

(a) Without regard to any other remedy provided by law or by the provisions hereof, Panhandle shall be entitled to seek an order from the Commission or any other appropriate tribunal requiring compliance with curtailment or interruption ordered by Panhandle in compliance with this Section 9 or any directive from any governmental authority having jurisdiction in the premises.

(b) All volumes received and/or taken in violation of Panhandle's curtailment or interruption orders shall constitute unauthorized receipts or deliveries of Gas for which a charge of $10.00 per Dt. or two times the Mid-Continent Spot Price calculated in accordance with Section 12.11(c), whichever is greater, shall be assessed in addition to any other applicable rate, charge or penalty. Such charge shall be applicable to all such unauthorized receipts and deliveries following notification of curtailment or interruption pursuant to Section 9.6, below, which may be given by telephone, confirmed by facsimile transmission or any other reasonable means.

9.6 Situation Reports, Notices and Indemnification

(a) Panhandle shall provide Shipper with notice of curtailment or interruption at a time and in a manner that is reasonable under then existing conditions, and shall in any event confirm in writing or by facsimile transmission the notice given if originally provided telephonically. Each Shipper and point operator shall designate one or more persons for Panhandle to contact on operational matters on a 24-hour a day, 365 days a year basis. Telephone and facsimile numbers as well as e-mail address must be provided for such person or persons. If Panhandle is unable to contact any Shipper or point operator because that Shipper's or point operator's contact person(s) is unavailable, such Shipper or point operator shall be responsible for any consequences arising from such failure of communications.

(b) Shipper shall have the responsibility to inform its end-users, suppliers, other transporters and all others involved in the transaction, as to any curtailment or interruption.
(c) Shipper shall indemnify Panhandle against and hold Panhandle harmless from any and all damages, claims, suits, actions or proceedings whatsoever threatened or initiated as a result of any curtailment or interruption invoked by Panhandle; which shall include any curtailment or interruptions described in any part of this Section 9. Shipper shall not be required to indemnify Panhandle as stated above to the extent that the curtailment or interruption is a result of Panhandle's negligence, bad faith, fault or willful misconduct.

9.7 Scheduling During Curtailment

During curtailment, the scheduling provisions of Section 8.8(a) and (b) shall apply when the point of constraint is at a Point of Receipt or Delivery. When the constraint is located at other than a Point of Receipt or Delivery, the scheduling provisions of Section 8.8(c) shall apply.
11:45 a.m. Receipt of nomination by Panhandle (including from title transfer tracking service providers)

12:00 p.m. Panhandle provides quick response for validity of data elements

3:30 p.m. Completed confirmations from upstream and downstream connected parties provided to Panhandle

4:30 p.m. Scheduled Quantities made available by Panhandle for receipt by Shipper and point operator

In addition, at the end of each Day Panhandle shall make available to Shippers information containing scheduled Quantities, including scheduled intra-day nominations and any other scheduling changes.

Shipper shall specify a begin date, time and end date for each standard nomination. Such begin date and end date shall be within the term of Shipper's Service Agreement. To the extent that Shipper desires to change its nomination for any Day, Shipper must submit a new nomination for such Day. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. If a Shipper fails to provide a nomination on or before the nomination deadline, Panhandle shall deem the Shipper's nomination to be zero.

Panhandle shall have the right to refuse to receive or deliver any Gas not timely and properly nominated and confirmed. Shipper shall indemnify and hold Panhandle harmless from and Panhandle shall not be liable to Shipper or any other person as a direct or indirect consequence of such refusal.

(b) Intra-day Nominations

Any nomination submitted after the deadline set forth in Section 8.2(a) above shall be an intra-day nomination. An intra-day nomination shall be effective for one Day only. An intra-day nomination shall specify an effective date, time and the Daily Quantity. The interconnected parties shall agree on the hourly flows for such Day. Nominations for intra-day changes in service will be accepted subject to operator confirmation, verification, and operating conditions. Quantities shall be deemed to be flowing if the operator at the Point of Receipt has confirmed delivery to Panhandle.
The intra-day nomination timeline in Central Time on the Day prior to Gas flow shall be the following:

**The Evening Nomination Cycle**

6:00 p.m. Nomination leaves control of the Shipper

6:15 p.m. Receipt of nomination by Panhandle (including from title transfer tracking service providers)

6:30 p.m. Panhandle provides quick response for validity of data elements

9:00 p.m. Completed confirmations from upstream and downstream connected parties provided to Panhandle

10:00 p.m. Scheduled Quantities provided by Panhandle to affected Shippers, point operators and bumped parties (notice to bumped parties)

Scheduled Quantities resulting from an Evening Nomination that does not cause another Shipper to receive notice that it is being bumped should be effective at 9:00 a.m. on the gas Day; and when an Evening Nomination causes another Shipper to receive notice that it is being bumped, the scheduled Quantities should be effective at 9:00 a.m. on the gas Day.

The intra-day nomination timelines in Central Time on the Day of Gas flow shall be the following:

(1) **The Intra-day 1 Nomination Cycle**

10:00 a.m. Nomination leaves control of the Shipper

10:15 a.m. Receipt of nomination by Panhandle (including from title transfer tracking service providers)

10:30 a.m. Panhandle provides quick response for validity of data elements

1:00 p.m. Completed confirmations from upstream and downstream connected parties

2:00 p.m. Scheduled Quantities provided by Panhandle to affected Shippers, point operators and bumped parties (notice to bumped parties)

5:00 p.m. Intra-day 1 nomination effective
(2) **The Intra-day 2 Nomination Cycle**

- **5:00 p.m.** Nomination leaves control of the Shipper
- **5:15 p.m.** Receipt of nomination by Panhandle (including from title transfer tracking service providers)
- **5:30 p.m.** Panhandle provides quick response for validity of data elements
- **8:00 p.m.** Completed confirmations from upstream and downstream connected parties
- **9:00 p.m.** Scheduled Quantities provided by Panhandle to Shipper and point operator
- **9:00 p.m.** Intra-day 2 nomination effective

Bumping is not allowed during the Intra-day 2 Nomination Cycle.

For purposes of this Section 8.2(b), "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

(c) Panhandle may waive any part of the notice requirements of Section 8.2(a) or Section 8.2(b), upon request, if operating conditions permit such waiver. Shipper shall notify Panhandle immediately of any unexpected changes in volumes tendered for receipt or delivery, whether or not such notice conforms to the times set out herein.

8.3 Shippers shall cause the Operator of each Point of Receipt and each Point of Delivery designated in any nomination under Section 8.2 to confirm all such nominations in writing prior to implementation by Panhandle.

8.4 This section is reserved for future use.

8.5 (a) Shipper shall cause Operators at their Points of Receipt and Points of Delivery to provide in writing to Panhandle a predetermined daily allocation methodology for measured Quantities of Gas (based on scheduled nominations) before the start of the Day. Parties may agree upon one of the following allocation methodologies: ranked, pro rata, percentage, swing and operator provided value. In the event the parties cannot agree on an allocation methodology, pro rata based on confirmed nominations will be used as the default method. The party responsible for custody transfer (the party performing the measurement
function) must provide the allocation. Panhandle will accept such allocation if operationally or administratively feasible.

(b) Changes to the daily allocation methodology may be made during the Month. Such changes must be submitted before the start of the Day. No retroactive reallocations of any transactions shall be permitted.

(c) If the daily allocation methodology at a Point of Delivery identifies a Service Agreement, other than the meter holder’s Service Agreement to be allocated the last Quantities through the meter, the Shipper whose Service Agreement has been identified must agree to the allocation methodology before it may become effective. Quantities delivered under Rate Schedule GDS must be allocated as the last Quantities through the meter.

8.6 Shipper may change the person(s) designated in the service rights request form to provide the nomination information set forth in this section to Panhandle. Such change shall be effective immediately upon receipt by Panhandle of Shipper’s written notification. If Shipper designates another person to provide this information, Panhandle shall be entitled to rely on the nominations provided by Shipper’s prior designee until such nominations are changed in accordance with this Section 8.

8.7 Nominations shall also specify such additional information which may be needed for Panhandle to accept Commission approved or permitted standard data elements necessary to perform service.

8.8 Quantities of Gas nominated for Transportation or Storage by Shippers pursuant to Section 8.3 shall be scheduled by Panhandle in the following order:

(a) **Scheduling of Receipts**

   (1) Firm service from primary Point(s) of Receipt, adjusted for Fuel Reimbursement, to primary Point(s) of Delivery.

   (2) Firm service from primary Point(s) of Receipt, adjusted for Fuel Reimbursement, to secondary Point(s) of Delivery.

   (3) Firm service from secondary Point(s) of Receipt within the Primary Path, adjusted for Fuel Reimbursement, beginning with service charged the applicable Maximum Rate followed by firm service from secondary Point(s) of Receipt within the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.
(4) Firm service from secondary Point(s) of Receipt outside the Primary Path, adjusted for Fuel Reimbursement, beginning with service charged the applicable Maximum Rate followed by firm service from secondary Point(s) of Receipt outside the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(5) Interruptible service from Point(s) of Receipt, beginning with interruptible service charged the applicable Maximum Rate, followed by interruptible service from Point(s) of Receipt charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Interruptible service provided under Rate Schedule EIT will be scheduled before interruptible service provided under Rate Schedule IT charged a rate equally proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Authorized Quantities in excess of the MDCQ shall be scheduled as interruptible. For multiple nominations of interruptible service at the same percentage of Maximum Rate, Transportation shall be scheduled in sequence, starting with the service with the earliest request date.

(6) Gas Parking Service

(7) Within each service category provided in (1) through (4) above, a Shipper may, through electronic data interchange, provide a ranking of individual Points of Receipt within a Shipper's Service Agreement in the event the entirety of the Shipper nomination cannot be scheduled.

(b) Scheduling of Deliveries

(1) Firm service from primary Point(s) of Receipt, adjusted for Fuel Reimbursement, to primary Point(s) of Delivery.

(2) Firm service from secondary Point(s) of Receipt, adjusted for Fuel Reimbursement, to primary Point(s) of Delivery.

(3) Firm service to secondary Point(s) of Delivery within the Primary Path beginning with service charged the applicable Maximum Rate followed by firm service to secondary Point(s) of Delivery within the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the
same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(4) Firm Service to secondary Point(s) of Delivery outside the Primary Path beginning with service charged the applicable Maximum Rate followed by firm service to secondary Point(s) of Delivery outside the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(5) Interruptible service to Point(s) of Delivery beginning with interruptible service charged the applicable Maximum Rate, followed by interruptible service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Interruptible service provided under Rate Schedule EIT shall be scheduled before interruptible service provided under Rate Schedule IT charged a rate equally proximate to the maximum rate (expressed as a percentage of the maximum rate). Authorized Quantities in excess of the MDCQ shall be scheduled as interruptible. For multiple nominations of interruptible service at the same percentage of Maximum Rate, service shall be scheduled in sequence starting with the service with the earliest request date.

(6) Gas Parking Service.

(7) Within each service category provided in (1) through (4) above, a Shipper may, through electronic data interchange, provide a ranking of individual Points of Delivery within a Shipper’s Service Agreement in the event the entirety of the Shipper nomination cannot be scheduled.

(c) If Panhandle is unable to schedule all Quantities nominated because of a point of constraint, other than at a Point of Receipt or Delivery, Panhandle will schedule Gas through such point of constraint in the following order:

(1) Firm service from primary Point(s) of Receipt to primary Point(s) of Delivery.

(2) Firm service utilizing secondary Point(s) of Receipt and/or secondary Point(s) of Delivery within the Primary Path beginning with service charged the applicable Maximum Rate followed by service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a
percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(3) Firm service utilizing secondary Point(s) of Receipt and/or secondary Point(s) of Delivery outside the Primary Path beginning with service charged the applicable Maximum Rate followed by service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). For multiple nominations at the same percentage of Maximum Rate, Quantities of Gas will be scheduled pro-rata.

(4) Interruptible service beginning with interruptible service charged the applicable Maximum Rate, followed by interruptible service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Interruptible service provided under Rate Schedule EIT shall be scheduled before interruptible service provided under Rate Schedule IT charged a rate equally proximate to the maximum rate (expressed as a percentage of the maximum rate). Authorized Quantities in excess of the MDCQ shall be scheduled as interruptible. For multiple nominations of interruptible service at the same percentage of Maximum Rate, service shall be scheduled in sequence starting with the service with the earliest request date.

(5) Within each service category provided in (1) through (4) above, a Shipper may, through electronic data interchange, provide a ranking of individual Points of Delivery within a Shipper’s Service Agreement in the event the entirety of the Shipper nomination cannot be scheduled.

(d) Once service is nominated and scheduled for any Day as primary or secondary firm service, such service shall not be bumped by another Shipper for the purpose of scheduling any other service, including primary firm service, for such Day. In the event that all or part of an interruptible Shipper’s scheduled Quantity is reduced as the result of a nomination by a firm Shipper in the Evening Nomination Cycle or the Intra-day 1 Nomination Cycle, such interruptible Shipper shall be notified of the bump through the Messenger® system or by telephone or facsimile communication. As provided in Section 8.2(b), bumping is not allowed during the Intraday 2 Nomination Cycle.

8.9 Section 9.7 describes scheduling provisions during curtailment.
8. NOMINATION AND SCHEDULING OF SERVICE

8.1 (a) If Shipper desires the Transportation or Storage of Gas on any Day under Panhandle's firm or interruptible Rate Schedules, Shipper shall furnish to Panhandle written nominations indicating Quantities of Gas to be received and delivered or stored by Panhandle, by individual Point of Receipt and individual Point of Delivery, as required below. Such nominations shall reflect the Quantities of Gas for each Point of Receipt and each Point of Delivery. Such nominations also shall be in balance, except to the extent they reflect any previous imbalance make-up Quantities of Gas and shall reflect scheduled daily variations. Nominations for Point(s) of Receipt shall include applicable Fuel Reimbursement Quantities. Overrun Quantities may be requested either in Shipper's standard nomination or in a separate nomination.

(b) If, at any time Shipper's receipt nominations and receipt actuals or delivery nominations and delivery actuals for any contract are out of balance by the greater of 1,000 Dt. or 5% of the nomination or if the difference between actual receipts and actual deliveries is greater than 5% of the delivery nominations, Panhandle shall be entitled, upon notice to Shipper, to adjust Shipper's nominations to bring them into balance. If actual receipts or deliveries are reduced by a meter operator, Panhandle shall be entitled, upon notice to Shipper, to adjust Shipper's nominations for the affected contracts to bring them into balance. Panhandle's entitlement to adjust Shipper's nominations shall not relieve Shipper of the obligation to pay any balancing, scheduling or any other penalties provided for in these General Terms and Conditions.

8.2 Panhandle will accept nominations for service as follows:

(a) Next Day Service

A new nomination for service commencing the next Day will be accepted if the nomination is submitted in writing on the Day prior to the proposed effective date.

The nomination timeline in Central Time on the Day prior to Gas flow shall be the following:

The Timely Nomination Cycle

11:30 a.m. Nomination leaves control of the Shipper
11:45 a.m. Receipt of nomination by Panhandle (including from title transfer tracking service providers)

12:00 p.m. Panhandle provides quick response for validity of data elements

3:30 p.m. Completed confirmations from upstream and downstream connected parties provided to Panhandle

4:30 p.m. Scheduled Quantities made available by Panhandle for receipt by Shipper and point operator

In addition, at the end of each Day Panhandle shall make available to Shippers information containing scheduled Quantities, including scheduled intra-day nominations and any other scheduling changes.

Shipper shall specify a begin date, time and end date for each standard nomination. Such begin date and end date shall be within the term of Shipper's Service Agreement. To the extent that Shipper desires to change its nomination for any Day, Shipper must submit a new nomination for such Day. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. If a Shipper fails to provide a nomination on or before the nomination deadline, Panhandle shall deem the Shipper's nomination to be zero.

Panhandle shall have the right to refuse to receive or deliver any Gas not timely and properly nominated and confirmed. Shipper shall indemnify and hold Panhandle harmless from and Panhandle shall not be liable to Shipper or any other person as a direct or indirect consequence of such refusal.

(b) Intra-day Nominations

Any nomination submitted after the deadline set forth in Section 8.2(a) above shall be an intra-day nomination. An intra-day nomination shall be effective for one Day only. An intra-day nomination shall specify an effective date, time and the Daily Quantity. The interconnected parties shall agree on the hourly flows for such Day. Nominations for intra-day changes in service will be accepted subject to operator confirmation, verification, and operating conditions. Quantities shall be deemed to be flowing if the operator at the Point of Receipt has confirmed delivery to Panhandle.
The intra-day nomination timeline in Central Time on the Day prior to Gas flow shall be the following:

The Evening Nomination Cycle

6:00 p.m. Nomination leaves control of the Shipper
6:15 p.m. Receipt of nomination by Panhandle (including from title transfer tracking service providers)
6:30 p.m. Panhandle provides quick response for validity of data elements
9:00 p.m. Completed confirmations from upstream and downstream connected parties provided to Panhandle
10:00 p.m. Scheduled Quantities provided by Panhandle to affected Shippers, point operators and bumped parties (notice to bumped parties)

Scheduled Quantities resulting from an Evening Nomination that does not cause another Shipper to receive notice that it is being bumped should be effective at 9:00 a.m. on the gas Day; and when an Evening Nomination causes another Shipper to receive notice that it is being bumped, the scheduled Quantities should be effective at 9:00 a.m. on the gas Day.

The intra-day nomination timelines in Central Time on the Day of Gas flow shall be the following:

(1) The Intra-day 1 Nomination Cycle

10:00 a.m. Nomination leaves control of the Shipper
10:15 a.m. Receipt of nomination by Panhandle (including from title transfer tracking service providers)
10:30 a.m. Panhandle provides quick response for validity of data elements
1:00 p.m. Completed confirmations from upstream and downstream connected parties
2:00 p.m. Scheduled Quantities provided by Panhandle to affected Shippers, point operators and bumped parties (notice to bumped parties)
5:00 p.m. Intra-day 1 nomination effective
(2) **The Intra-day 2 Nomination Cycle**

5:00 p.m. Nomination leaves control of the Shipper

5:15 p.m. Receipt of nomination by Panhandle (including from title transfer tracking service providers)

5:30 p.m. Panhandle provides quick response for validity of data elements

8:00 p.m. Completed confirmations from upstream and downstream connected parties

9:00 p.m. Scheduled Quantities provided by Panhandle to Shipper and point operator

9:00 p.m. Intra-day 2 nomination effective

Bumping is not allowed during the Intra-day 2 Nomination Cycle.

In the event that all or part of an interruptible Shipper’s scheduled Quantity is reduced as the result of a nomination by a firm Shipper in the Evening Nomination Cycle or the Intra-day 1 Nomination Cycle, such interruptible Shipper shall be notified of the bump through the Messenger® system, the Web Site and by telephone and facsimile communication.

For purposes of this Section 8.2(b), "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

(c) Panhandle may waive any part of the notice requirements of Section 8.2(a) or Section 8.2(b), upon request, if operating conditions permit such waiver.

Shipper shall notify Panhandle immediately of any unexpected changes in volumes tendered for receipt or delivery, whether or not such notice conforms to the times set out herein.

8.3 Shippers shall cause the Operator of each Point of Receipt and each Point of Delivery designated in any nomination under Section 8.2 to confirm all such nominations in writing prior to implementation by Panhandle.

8.4 This section is reserved for future use.

8.5 (a) Shipper shall cause Operators at their Points of Receipt and Points of Delivery to provide in writing to Panhandle a predetermined daily allocation methodology for measured Quantities of Gas (based on scheduled nominations) before the
start of the Day. Parties may agree upon one of the following allocation methodologies: ranked, pro rata, percentage, swing and operator provided value. In the event the parties cannot agree on an allocation methodology, pro rata based on confirmed nominations will be used as the default method. The party responsible for custody transfer (the party performing the measurement function) must provide the allocation. Panhandle will accept such allocation if operationally or administratively feasible.

(b) Changes to the daily allocation methodology may be made during the Month. Such changes must be submitted before the start of the Day. No retroactive reallocations of any transactions shall be permitted.

(c) If the daily allocation methodology at a Point of Delivery identifies a Service Agreement, other than the meter holder’s Service Agreement to be allocated the last Quantities through the meter, the Shipper whose Service Agreement has been identified must agree to the allocation methodology before it may become effective. Quantities delivered under Rate Schedule GDS must be allocated as the last Quantities through the meter.

8.6 Shipper may change the person(s) designated in the service rights request form to provide the nomination information set forth in this section to Panhandle. Such change shall be effective immediately upon receipt by Panhandle of Shipper’s written notification. If Shipper designates another person to provide this information, Panhandle shall be entitled to rely on the nominations provided by Shipper’s prior designee until such nominations are changed in accordance with this Section 8.

8.7 Nominations shall also specify such additional information which may be needed for Panhandle to accept Commission approved or permitted standard data elements necessary to perform service.

8.8 Quantities of Gas nominated for Transportation or Storage by Shippers pursuant to Section 8.3 shall be scheduled by Panhandle for receipt and delivery in the following order:

(a) Scheduling of Receipts

(1) Firm service from primary Point(s) of Receipt, adjusted for Fuel Reimbursement.

(2) Firm service from secondary Point(s) of Receipt within the Primary Path, adjusted for Fuel Reimbursement, beginning with service charged the applicable Maximum Rate followed by firm service from secondary Point(s) of Receipt within the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the
Maximum Rate). Within each category, Quantities of Gas will be scheduled pro-rata.

(3) Firm service from secondary Point(s) of Receipt outside the Primary Path, adjusted for Fuel Reimbursement, beginning with service charged the applicable Maximum Rate followed by firm service from secondary Point(s) of Receipt outside the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Within each category, Quantities of Gas will be scheduled pro-rata.

(4) Interruptible service from Point(s) of Receipt, beginning with interruptible service charged the applicable Maximum Rate, followed by interruptible service from Point(s) of Receipt charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Interruptible service provided under Rate Schedule EIT will be scheduled before interruptible service provided under Rate Schedule IT charged a rate equally proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Authorized Quantities in excess of the MDCQ shall be scheduled as interruptible. Within each category of interruptible service, Transportation shall be scheduled in sequence, starting with the service with the earliest request date.

(5) Gas Parking Service

(6) Within each service category provided in (1) through (4) above, a Shipper may, through electronic data interchange, provide a ranking of individual Points of Receipt within a Shipper’s Service Agreement in the event the entirety of the Shipper nomination cannot be scheduled.

(b) Scheduling of Deliveries

(1) Firm service to primary Point(s) of Delivery.

(2) Firm service to secondary Point(s) of Delivery within the Primary Path beginning with service charged the applicable Maximum Rate followed by firm service to secondary Point(s) of Delivery within the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Within each category, Quantities of Gas will be scheduled pro-rata.
(3) Firm Service to secondary Point(s) of Delivery outside the Primary Path beginning with service charged the applicable Maximum Rate followed by firm service to secondary Point(s) of Delivery outside the Primary Path charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Within each category, Quantities of Gas will be scheduled pro-rata.

(4) Interruptible service to Point(s) of Delivery beginning with interruptible service charged the applicable Maximum Rate, followed by interruptible service charged a rate less than the applicable Maximum Rate in sequence starting with the rate most proximate to the Maximum Rate (expressed as a percentage of the Maximum Rate). Interruptible service provided under Rate Schedule EIT shall be scheduled before interruptible service provided under Rate Schedule IT charged a rate equally proximate to the maximum rate (expressed as a percentage of the maximum rate). Authorized Quantities in excess of the MDCQ shall be scheduled as interruptible. Within each category of interruptible service, service shall be scheduled in sequence starting with the service with the earliest request date.

(5) Gas Parking Service.

(6) Within each service category provided in (1) through (4) above, a Shipper may, through electronic data interchange, provide a ranking of individual Points of Delivery within a Shipper’s Service Agreement in the event the entirety of the Shipper nomination cannot be scheduled.

(c) If Panhandle is unable to schedule all Quantities nominated because of a point of constraint, other than at a Point of Receipt or Delivery, Panhandle will schedule Gas through such point of constraint in accordance with the location of the point of constraint. If the point of constraint is located at or west of Panhandle’s Haven, Kansas Compressor Station, Panhandle will schedule firm service from primary Point(s) of Receipt and from secondary Point(s) of Receipt equally if the point of constraint is within the Primary Path of the Transportation service using the secondary Point(s) of Receipt, and service from other Point(s) of Receipt in the order specified in Section 8.8(a)(3) through (5). If the point of constraint is located east of Panhandle’s Haven, Kansas Compressor Station, Panhandle will schedule firm service from primary Point(s) of Delivery and from secondary Point(s) of Delivery equally if the point of constraint is within the Primary Path of the Transportation service using the secondary Point(s) of Delivery, and service to other Point(s) of Delivery in the order specified in Section 8.8(b)(3) through (5).
(d) Subject to Section 8.2(b), scheduled service only can be displaced by a shipper moving to its primary point(s) of receipt or delivery or by an event of Force Majeure.

8.9 Section 9.7 describes scheduling provisions during curtailment.
GENERAL TERMS AND CONDITIONS

9. CURTAILMENT AND INTERRUPTION

9.1 Panhandle shall have the unqualified right to interrupt Transportation Services or Storage Services or Gas Parking Service or all such services at any time under Panhandle’s interruptible Rate Schedules to provide service under Panhandle’s firm Rate Schedules. Gas Parking Service will be interrupted first and then interruptible services shall be interrupted in sequence, starting with interruptible service charged the rate least proximate to the applicable maximum rate. Within each rate category of interruptible service, service shall be interrupted in sequence, starting with the service most recently requested and, if necessary, pro-rata by request date.

9.2 Panhandle shall have the right to curtail or discontinue Transportation Services or Storage Services or Gas Parking Service or all such services, in whole or in part on all or a portion of its system at any time for reasons of Force Majeure or when in Panhandle’s sole judgment, capacity or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes to its system. Panhandle shall provide Shipper such notice of the curtailment as is reasonable under the circumstances.

9.3 In the event of curtailment pursuant to Section 9.2 above, Gas Parking Service shall be curtailed first and then interruptible services shall be curtailed in sequence, starting with interruptible service charged the rate least proximate to the applicable Maximum Rate. Within each rate category of interruptible service, service shall be curtailed in sequence, starting with the service most recently requested and, if necessary, pro-rata by request date. For any condition requiring curtailment at or west of Panhandle’s Haven, Kansas Compressor Station, Panhandle shall curtail firm services in the following order (1) service from secondary Point(s) of Receipt outside the Primary Path, (2) service from secondary Point(s) of Receipt within the Primary Path and (3) service from Primary Point(s) of Receipt. For any condition requiring curtailment east of Panhandle’s Haven, Kansas Compressor Station, Panhandle shall curtail firm services in the following order (1) service from secondary Point(s) of Delivery outside the Primary Path, (2) service from secondary Point(s) of Delivery within the Primary Path and (3) service from Primary Point(s) of Delivery. Within each category of firm service curtailment shall be on a pro-rata basis based on scheduled Quantities of Gas regardless of rates or request date.

9.4 When in Panhandle’s judgment Panhandle will be unable to satisfy all scheduled deliveries on any portion of its system due to the failure of Shippers to deliver or cause to be delivered scheduled receipts, Panhandle may reduce, in whole or in part, deliveries to Shippers with receipts scheduled on any portion of Panhandle’s system showing deficient receipts, in the order specified in Section 9.3 hereof, subject to the following conditions:
(a) Notice, pursuant to Section 9.6 hereof, shall be given to the affected Shippers that deliveries must be reduced within a time that is reasonable under the then existing conditions.

(b) Shippers who are able to confirm their receipts to Panhandle within the time set out in such notice shall be permitted to maintain their service. Confirmation shall mean that Panhandle is able, in good faith, to determine that the Shipper’s Natural Gas is being received, or Shipper has provided a notarized affidavit by an officer or representative empowered to bind Shipper that, based on personal knowledge formed after diligent investigation, the scheduled quantities (or stated lesser quantities) are being delivered to Panhandle at the Point(s) of Receipt nominated by Shipper for the applicable Service Agreement(s).

(c) If Shipper is unable to provide confirmation within the time set out in the notice, deliveries to Shipper shall be resumed when such confirmation is provided or when the curtailment ceases.

(d) If Shipper's affidavit is in fact false, then in addition to any remedies available to Panhandle at law, Shipper shall be deemed in violation of Panhandle’s curtailment order and the provisions of Section 9.5 shall apply.

9.5 Curtailment Compliance

(a) Without regard to any other remedy provided by law or by the provisions hereof, Panhandle shall be entitled to seek an order from the Commission or any other appropriate tribunal requiring compliance with curtailment or interruption ordered by Panhandle in compliance with this Section 9 or any directive from any governmental authority having jurisdiction in the premises.

(b) All volumes received and/or taken in violation of Panhandle's curtailment or interruption orders shall constitute unauthorized receipts or deliveries of Gas for which a charge of $10.00 per Dt. or two times the Mid-Continent Spot Price calculated in accordance with Section 12.11(c), whichever is greater, shall be assessed in addition to any other applicable rate, charge or penalty. Such charge shall be applicable to all such unauthorized receipts and deliveries following notification of curtailment or interruption pursuant to Section 9.6, below, which may be given by telephone, confirmed by facsimile transmission or any other reasonable means.
9.6 Situation Reports, Notices and Indemnification

(a) Panhandle shall provide Shipper with notice of curtailment or interruption at a time and in a manner that is reasonable under then existing conditions, and shall in any event confirm in writing or by facsimile transmission the notice given if originally provided telephonically. Each Shipper and point operator shall designate one or more persons for Panhandle to contact on operational matters on a 24-hour a day, 365 days a year basis. Telephone and facsimile numbers as well as e-mail address must be provided for such person or persons. If Panhandle is unable to contact any Shipper or point operator because that Shipper's or point operator's contact person(s) is unavailable, such Shipper or point operator shall be responsible for any consequences arising from such failure of communications.

(b) Shipper shall have the responsibility to inform its end-users, suppliers, other transporters and all others involved in the transaction, as to any curtailment or interruption.

(c) Shipper shall indemnify Panhandle against and hold Panhandle harmless from any and all damages, claims, suits, actions or proceedings whatsoever threatened or initiated as a result of any curtailment or interruption invoked by Panhandle; which shall include any curtailment or interruptions described in any part of this Section 9. Shipper shall not be required to indemnify Panhandle as stated above to the extent that the curtailment or interruption is a result of Panhandle's negligence, bad faith, fault or willful misconduct.

9.7 Scheduling During Curtailment

During curtailment, the scheduling provisions of Section 8.8(a) and (b) shall apply when the point of constraint is at a Point of Receipt or Delivery. When the constraint is located at other than a Point of Receipt or Delivery, the scheduling provisions of Section 8.8(c) shall apply.
10. POINTS OF RECEIPT

10.1 A Shipper may designate any Point of Receipt for Gas to be transported or stored under a firm Rate Schedule. Each Point of Receipt shall be identified in the Service Agreement as either a primary or secondary firm Point of Receipt. The sum of the Quantities of Gas from all primary firm Points of Receipt, adjusted for Fuel Reimbursement, specified in the Service Agreement may not exceed the firm Maximum Daily Contract Quantity stated in the Service Agreement. Shipper may designate specific Points of Receipt and/or the Points of Receipt on Panhandle's Master Receipt Point List (MRPL) which includes Pool Points as secondary Points of Receipt. The Quantity of Gas available at each secondary firm Point of Receipt shall equal the sum of the Quantities of Gas assigned to the primary firm Points of Receipt in the same rate zone or, in the Market Zone, the same mileage segment of the Market Zone and upstream thereof. In addition, a Shipper may segment, to the extent operationally feasible, its Primary Path into two (2) or more discrete segments for its own use or in connection with a capacity release pursuant to Section 15 of these General Terms and Conditions.

10.2 A Shipper may nominate, subject to the provisions of Sections 4, 8, 9 and 12 herein, Quantities of Gas to be transported under a firm Rate Schedule from any Point of Receipt identified in the Service Agreement up to the Quantity of Gas assigned to such Point of Receipt in the Service Agreement.

(a) If the Shipper's Service Agreement has not been released pursuant to Section 15 of these General Terms and Conditions, the sum of the Quantities of Gas nominated by the Shipper from any secondary firm Point(s) of Receipt, together with the sum of the Quantities of Gas nominated from a primary firm Point(s) of Receipt, adjusted for Fuel Reimbursement, shall not exceed the Maximum Daily Contract Quantity specified in the Shipper's Service Agreement; provided, however, if the Shipper utilizes two (2) or more discrete pipeline segments, the sum of the Quantities of Gas nominated by the Shipper from all Point(s) of Receipt may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated for transportation in a pipeline segment do not exceed the Maximum Daily Contract Quantity applicable to such segment. The Shipper may segment its Primary Path to forwardhaul and backhaul Quantities of Gas to the same Point of Receipt. In such a segmented transaction, the Shipper may exceed its Maximum Daily Contract Quantity at that Point of Receipt and the Shipper may nominate Quantities of Gas in each segment up to the Shipper's Maximum Daily Contract Quantity assigned to such segment; provided, however, the Quantities nominated to flow in the opposite direction of the flow in the Primary Path shall be considered to be outside the Shipper's Primary Path for scheduling purposes.
(b) If the Shipper's Service Agreement has been released in part to a Replacement Shipper pursuant to Section 15 of these General Terms and Conditions:

(i) the sum of the Quantities of Gas nominated by the Replacement Shipper from any secondary firm Point(s) of Receipt, together with the sum of the Quantities of Gas nominated from primary firm Point(s) of Receipt, adjusted for Fuel Reimbursement, shall not exceed the Maximum Daily Contract Quantity in the Replacement Shipper's Service Agreement; provided, however, if the Replacement Shipper utilizes two (2) or more discrete pipeline segments, the sum of the Quantities of Gas nominated by the Replacement Shipper from all Point(s) of Receipt may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated for transportation in a pipeline segment do not exceed the Maximum Daily Contract Quantity applicable to such segment; and

(ii) the sum of the Quantities of Gas nominated by the Releasing Shipper from any secondary firm Point(s) of Receipt, together with the sum of the Quantities of Gas nominated from primary firm Point(s) of Receipt, adjusted for Fuel Reimbursement, shall not exceed the Maximum Daily Contract Quantity not released in the Releasing Shipper's Service Agreement; provided, however, that where a Releasing Shipper releases a segment or segments of its service rights, the Releasing Shipper may nominate for Transportation on any Day, up to the Maximum Daily Contract Quantity not released in its Service Agreement applicable to any segment wherein it has retained service rights.

(iii) A Releasing Shipper and/or a Replacement Shipper may segment its Primary Path to forwardhaul and backhaul Quantities of Gas to the same Point of Receipt. In such a segmented transaction, the Shipper may exceed its Maximum Daily Contract Quantity at that Point of Receipt and the Shipper may nominate Quantities of Gas in each segment up to the Shipper's Maximum Daily Contract Quantity for such segment; provided, however, the Quantities nominated to flow in the opposite direction of the flow in the Primary Path shall be considered to be outside the Shipper's Primary Path for scheduling purposes.

(iv) If the Releasing Shipper and the Replacement Shipper nominate Quantities of Gas in segments that overlap, the Quantities shall be scheduled in accordance with Section 8.8 of these General Terms and Conditions. If the Quantities have equal priority and the sum of the Quantities cannot be scheduled, the Quantities shall be scheduled pro-rata unless the Releasing Shipper specifies otherwise in its release notice.
(c) If the Shipper's Service Agreement has been released entirely to a Replacement Shipper pursuant to Section 15 of these General Terms and Conditions, the Replacement Shipper may nominate Quantities at Point(s) of Receipt to the same extent the Releasing Shipper could have if the Service Agreement had not been released.

(d) If a Shipper nominates Quantities of Gas for transportation from a secondary firm Point(s) of Receipt, Shipper shall retain its priority at the primary firm Point(s) of Receipt designated in the Service Agreement and may nominate from the primary firm Point(s) of Receipt at any time, subject to the provisions of Sections 8 and 9 of these General Terms and Conditions.

10.3 (a) The reservation components under Rate Schedules FT, EFT, LFT and HFT shall be computed using the Quantities of Gas assigned to the primary firm Point(s) of Receipt in the Service Agreement except as provided in Sections 10.3(b) or 10.3(c). Subject to the provisions of Section 10.5 hereof, the reservation components shall be pro-rated to adjust for changes during the Month for the Point(s) of Receipt designated in the Service Agreement or the Quantities assigned thereto.

(b) The Quantities of Gas assigned to a secondary firm Point(s) of Receipt shall serve to increase the reservation components to reflect the additional rate zones or mileage segments associated with such Quantities if: (1) the Quantity nominated and scheduled to a secondary firm Point(s) of Receipt located on Panhandle's Gathering facilities exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Receipt on such Gathering facilities; or (2) the Quantity nominated and scheduled to a secondary firm Point(s) of Receipt located in the Field Zone exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Receipt located in the Field Zone and upstream thereof; or (3) the Quantity nominated and scheduled to a secondary firm Point(s) of Receipt in the Market Zone exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Receipt located in the same mileage segment of the Market Zone and upstream thereof.

(c) A Shipper with a primary firm Point of Receipt located in the Field Zone may assign Quantities of Gas to be transported under a firm Rate Schedule from a secondary firm Point(s) of Receipt located on Panhandle's Gathering facilities up to the Maximum Daily Contract Quantity assigned to the Field Zone without affecting the computation of the Gathering reservation component, notwithstanding the provisions of Section 10.3(b).
10.4 If a Shipper has executed a Transportation Agreement for firm service designating a primary firm Point of Receipt in the Field Zone and Point of Delivery in the Market Zone, the Shipper may designate a Pool Point as a secondary firm Point of Receipt for Quantities not in excess of the Maximum Daily Contract Quantity assigned to Point(s) of Receipt located in the Field Zone. If the Shipper designates a Pool Point as a secondary firm Point of Receipt, the Shipper is not required to reduce the Maximum Daily Contract Quantity applicable to Point(s) of Receipt located in the Field Zone, but the Shipper may not nominate or have transported Quantities of Gas in excess of the Maximum Daily Contract Quantity at such Point(s) of Receipt. Shipper's nomination of Quantities at the Pool Point does not relieve the Shipper of its obligation to pay the reservation charges applicable to service from Point(s) of Receipt located in the Field Zone.

10.5 (a) Subject to Section 7.4 and the availability of capacity, Shipper may submit a request to change any firm primary Point of Receipt or to modify the Quantity of Gas assigned to any firm primary Point of Receipt upon prior written notice to Panhandle. Panhandle will respond to the notice as soon as possible but in no event later than two (2) Business Days following receipt of the notice. Such request may be submitted twice in any thirty (30) Day period.

(b) A Shipper may submit a request to change any secondary firm Point of Receipt at any time. The Quantity of Gas assigned to any secondary firm Point of Receipt shall be in accordance with Section 10.1 herein. Panhandle shall tender a revised contract within one (1) Business Day of receipt of such request.

(c) A Shipper may designate a secondary Point(s) of Receipt upstream of both its primary Point of Receipt within a 100-mile segment and upstream of the 100-mile segment or zone within which the primary Point of Receipt is located.

(d) A Shipper may change its primary Point(s) of Receipt to points upstream of both its existing primary Point of Receipt within a 100-mile segment and upstream of the 100-mile segment or zone within which the primary Point of Receipt is located.

(e) Panhandle will grant requests to change primary points if capacity is available. Panhandle will grant requests to change secondary points in accordance with Section 10.5(b).

10.6 Upon agreement by operator and Panhandle, multiple measuring stations belonging to a single operator may constitute a single Point of Receipt.

10.7 Shippers under Rate Schedule FT, EFT, SCT, IT, EIT, LFT, HFT or GPS which designate and utilize a Pool Point as a Point of Receipt shall be subject to the terms and conditions of Section 14 herein.
10. POINTS OF RECEIPT

10.1 A Shipper may designate any Point of Receipt for Gas to be transported or stored under a firm Rate Schedule. Each Point of Receipt shall be identified in the Service Agreement as either a primary or secondary firm Point of Receipt. The sum of the Quantities of Gas from all primary firm Points of Receipt, adjusted for Fuel Reimbursement, specified in the Service Agreement may not exceed the firm Maximum Daily Contract Quantity stated in the Service Agreement. Shipper may designate specific Points of Receipt and/or the Points of Receipt on Panhandle’s Master Receipt Point List (MRPL) as secondary Points of Receipt. The Quantity of Gas available at each secondary firm Point of Receipt shall equal the sum of the Quantities of Gas assigned to the primary firm Points of Receipt in the same rate zone or, in the Market Zone, the same mileage segment of the Market Zone and upstream thereof. In addition, a Shipper may segment, to the extent operationally feasible, its Primary Path into two (2) or more discrete segments for its own use or in connection with a capacity release pursuant to Section 15 of these General Terms and Conditions.

10.2 A Shipper may nominate, subject to the provisions of Sections 4, 8, 9 and 12 herein, Quantities of Gas to be transported under a firm Rate Schedule from any Point of Receipt identified in the Service Agreement up to the Quantity of Gas assigned to such Point of Receipt in the Service Agreement.

(a) If theShipper’s Service Agreement has not been released pursuant to Section 15 of these General Terms and Conditions, the sum of the Quantities of Gas nominated by the Shipper from any secondary firm Point(s) of Receipt, together with the sum of the Quantities of Gas nominated from a primary firm Point(s) of Receipt, adjusted for Fuel Reimbursement, shall not exceed the Maximum Daily Contract Quantity specified in the Shipper’s Service Agreement; provided, however, if the Shipper utilizes two (2) or more discrete pipeline segments, the sum of the Quantities of Gas nominated by the Shipper from all Point(s) of Receipt may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated for transportation in a pipeline segment do not exceed the Maximum Daily Contract Quantity applicable to such segment. The Shipper may segment its Primary Path to forwardhaul and backhaul Quantities of Gas to the same Point of Receipt. In such a segmented transaction, the Shipper may exceed its Maximum Daily Contract Quantity at that Point of Receipt and the Shipper may nominate Quantities of Gas in each segment up to the Shipper’s Maximum Daily Contract Quantity assigned to such segment; provided, however, the Quantities nominated to flow in the opposite direction of the flow in the Primary Path shall be considered to be outside the Shipper’s Primary Path for scheduling purposes.
(b) If the Shipper's Service Agreement has been released in part to a Replacement Shipper pursuant to Section 15 of these General Terms and Conditions:

(i) the sum of the Quantities of Gas nominated by the Replacement Shipper from any secondary firm Point(s) of Receipt, together with the sum of the Quantities of Gas nominated from primary firm Point(s) of Receipt, adjusted for Fuel Reimbursement, shall not exceed the Maximum Daily Contract Quantity in the Replacement Shipper's Service Agreement; provided, however, if the Replacement Shipper utilizes two (2) or more discrete pipeline segments, the sum of the Quantities of Gas nominated by the Replacement Shipper from all Point(s) of Receipt may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated for transportation in a pipeline segment do not exceed the Maximum Daily Contract Quantity applicable to such segment; and

(ii) the sum of the Quantities of Gas nominated by the Releasing Shipper from any secondary firm Point(s) of Receipt, together with the sum of the Quantities of Gas nominated from primary firm Point(s) of Receipt, adjusted for Fuel Reimbursement, shall not exceed the Maximum Daily Contract Quantity not released in the Releasing Shipper's Service Agreement; provided, however, that where a Releasing Shipper releases a segment or segments of its service rights, the Releasing Shipper may nominate for Transportation on any Day, up to the Maximum Daily Contract Quantity not released in its Service Agreement applicable to any segment wherein it has retained service rights.

(iii) A Releasing Shipper and/or a Replacement Shipper may segment its Primary Path to forwardhaul and backhaul Quantities of Gas to the same Point of Receipt. In such a segmented transaction, the Shipper may exceed its Maximum Daily Contract Quantity at that Point of Receipt and the Shipper may nominate Quantities of Gas in each segment up to the Shipper’s Maximum Daily Contract Quantity for such segment; provided, however, the Quantities nominated to flow in the opposite direction of the flow in the Primary Path shall be considered to be outside the Shipper’s Primary Path for scheduling purposes.

(iv) If the Releasing Shipper and the Replacement Shipper nominate Quantities of Gas in segments that overlap, the Quantities shall be scheduled in accordance with Section 8.8 of these General Terms and Conditions. If the Quantities have equal priority and the sum of the Quantities cannot be scheduled, the Quantities shall be scheduled prorata unless the Releasing Shipper specifies otherwise in its release notice.
(c) If the Shipper’s Service Agreement has been released entirely to a Replacement Shipper pursuant to Section 15 of these General Terms and Conditions, the Replacement Shipper may nominate Quantities at Point(s) of Receipt to the same extent the Releasing Shipper could have if the Service Agreement had not been released.

(d) If a Shipper nominates Quantities of Gas for transportation from a secondary firm Point(s) of Receipt, Shipper shall retain its priority at the primary firm Point(s) of Receipt designated in the Service Agreement and may nominate from the primary firm Point(s) of Receipt at any time, subject to the provisions of Sections 8 and 9 of these General Terms and Conditions.

10.3 (a) The reservation components under Rate Schedules FT, EFT, LFT and HFT shall be computed using the Quantities of Gas assigned to the primary firm Point(s) of Receipt in the Service Agreement except as provided in Sections 10.3(b) or 10.3(c). Subject to the provisions of Section 10.5 hereof, the reservation components shall be pro-rated to adjust for changes during the Month for the Point(s) of Receipt designated in the Service Agreement or the Quantities assigned thereto.

(b) The Quantities of Gas assigned to a secondary firm Point(s) of Receipt shall serve to increase the reservation components to reflect the additional rate zones or mileage segments associated with such Quantities if: (1) the Quantity nominated and scheduled to a secondary firm Point(s) of Receipt located on Panhandle’s Gathering facilities exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Receipt on such Gathering facilities; or (2) the Quantity nominated and scheduled to a secondary firm Point(s) of Receipt located in the Field Zone exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Receipt located in the Field Zone and upstream thereof; or (3) the Quantity nominated and scheduled to a secondary firm Point(s) of Receipt in the Market Zone exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Receipt located in the same mileage segment of the Market Zone and upstream thereof.

(c) A Shipper with a primary firm Point of Receipt located in the Field Zone may assign Quantities of Gas to be transported under a firm Rate Schedule from a secondary firm Point(s) of Receipt located on Panhandle’s Gathering facilities up to the Maximum Daily Contract Quantity assigned to the Field Zone without affecting the computation of the Gathering reservation component, notwithstanding the provisions of Section 10.3(b).
10.4 If a Shipper has executed a Transportation Agreement for firm service designating a primary firm Point of Receipt in the Field Zone and Point of Delivery in the Market Zone, the Shipper may designate a Pool Point as an alternative firm Point of Receipt for Quantities not in excess of the Maximum Daily Contract Quantity assigned to Point(s) of Receipt located in the Field Zone. If the Shipper designates a Pool Point as an alternative firm Point of Receipt, the Shipper is not required to reduce the Maximum Daily Contract Quantity applicable to Point(s) of Receipt located in the Field Zone, but the Shipper may not nominate or have transported Quantities of Gas in excess of the Maximum Daily Contract Quantity at such Point(s) of Receipt. Shipper’s nomination of Quantities at the Pool Point does not relieve the Shipper of its obligation to pay the reservation charges applicable to service from Point(s) of Receipt located in the Field Zone.

10.5 (a) Subject to Section 7.4 and the availability of capacity, Shipper may submit a request to change any firm primary Point of Receipt or to modify the Quantity of Gas assigned to any firm primary Point of Receipt upon prior written notice to Panhandle. Panhandle will respond to the notice as soon as possible but in no event later than two (2) Business Days following receipt of the notice. Such request may be submitted twice in any thirty (30) Day period.

(b) A Shipper may submit a request to change any secondary firm Point of Receipt at any time. The Quantity of Gas assigned to any secondary firm Point of Receipt shall be in accordance with Section 10.1 herein. Panhandle shall tender a revised contract within one (1) Business Day of receipt of such request.

(c) A Shipper may designate a secondary Point(s) of Receipt upstream of both its primary Point of Receipt within a 100-mile segment and upstream of the 100-mile segment or zone within which the primary Point of Receipt is located.

(d) A Shipper may change its primary Point(s) of Receipt to points upstream of both its existing primary Point of Receipt within a 100-mile segment and upstream of the 100-mile segment or zone within which the primary Point of Receipt is located.

(e) Panhandle will grant requests to change primary points if capacity is available. Panhandle will grant requests to change secondary points in accordance with Section 10.5(b).

10.6 Upon agreement by operator and Panhandle, multiple measuring stations belonging to a single operator may constitute a single Point of Receipt.

10.7 Shippers under Rate Schedule FT, EFT, SCT, IT, EIT, LFT, HFT or GPS which designate and utilize a Pool Point as a Point of Receipt shall be subject to the terms and conditions of Section 14 herein.
11. POINTS OF DELIVERY

11.1 A Point of Delivery shall be equipped with a Flow Control Device if service at the Point of Delivery is provided under Rate Schedule FT, HFT or IT.

11.2 A Shipper may designate any Point of Delivery for Gas to be delivered under a particular Transportation Rate Schedule. Each Point of Delivery for firm service shall be identified in the Service Agreement as either primary firm Point(s) of Delivery or secondary firm Point(s) of Delivery. The sum of the Quantities of Gas of all primary firm Point(s) of Delivery specified in the Transportation Agreement may not exceed the firm Maximum Daily Contract Quantity stated in the Transportation Agreement. Shipper may designate specific Points of Delivery and/or the Points of Delivery on Panhandle's Master Delivery Point List (MDPL) as secondary Points of Delivery. The Quantity of Gas available at each secondary firm Point of Delivery shall equal the sum of the Quantities of Gas assigned to the primary firm Points of Delivery in the same rate zone or, in the Market Zone, the same mileage segment of the Market Zone or upstream portion thereof. In addition, a Shipper may segment, to the extent operationally feasible, its Primary Path into two (2) or more discrete segments for its own use or in connection with a capacity release pursuant to Section 15 of these General Terms and Conditions.

11.3 Subject to the conditions of the Rate Schedule under which Shipper is receiving service, Shipper may have multiple primary and secondary Points of Delivery.

11.4 Upon agreement by operator and Panhandle, multiple measuring stations belonging to a single operator may constitute a single Point of Delivery.

11.5 Subject to the conditions of the Rate Schedule under which Shipper is receiving service and the provisions of Sections 4, 8, 9 and 10 herein, Shipper may nominate Quantities of Gas to be delivered to any Point of Delivery identified in the Transportation Agreement, up to the Quantity of Gas assigned to such Point of Delivery in the Transportation Agreement.

(a) If the Shipper's Service Agreement has not been released in whole or in part pursuant to Section 15 of these General Terms and Conditions, the sum of the Quantities of Gas nominated by the Shipper to any secondary firm Point(s) of Delivery, together with the sum of the Quantities of Gas nominated to a primary firm Point(s) of Delivery shall not exceed the Maximum Daily Contract Quantity specified in the Shipper’s Service Agreement for service under any Rate Schedule; provided, however, if the Shipper utilizes two (2) or more discrete pipeline segments, the sum of the Quantities of Gas nominated by the Shipper to all Point(s) of Delivery may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated for transportation in a pipeline segment do not exceed the Maximum Daily Contract Quantity applicable to such segment. A Shipper may segment its Primary Path to forwardhaul and backhaul Quantities of Gas to the same Point of Delivery. In such a segmented transaction, the Shipper may exceed its Maximum Daily Contract Quantity at that Point of Delivery and the Shipper may nominate...
Quantities of Gas in each segment up to the Shipper’s Maximum Daily Contract Quantity assigned to such segment; provided, however, the Quantities nominated to flow in the opposite direction of the flow in the Primary Path shall be considered to be outside the Shipper’s Primary Path for scheduling purposes.

(b) If the Shipper’s Service Agreement has been released in part pursuant to Section 15 of these General Terms and Conditions:

(i) the sum of the Quantities of Gas nominated by the Replacement Shipper to any secondary firm Point(s) of Delivery, together with the sum of the Quantities of Gas nominated to primary firm Point(s) of Delivery, shall not exceed the Maximum Daily Contract Quantity in the Replacement Shipper’s Service Agreement; provided, however, if the Replacement Shipper utilizes two (2) or more discrete pipeline segments, the sum of the Quantities of Gas nominated by the Replacement Shipper to all Point(s) of Delivery may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated for transportation in a pipeline segment do not exceed the Maximum Daily Contract Quantity applicable to such segment; and

(ii) the sum of the Quantities of Gas nominated by the Releasing Shipper to any secondary firm Point(s) of Delivery, together with the sum of the Quantities of Gas nominated to primary firm Point(s) of Delivery, shall not exceed the Maximum Daily Contract Quantity not released in the Releasing Shipper’s Service Agreement; provided, however, that where a Releasing Shipper releases a segment or segments of its service rights, the Releasing Shipper may nominate for Transportation on any Day, up to the Maximum Daily Contract Quantity not released in its Service Agreement applicable to any segment wherein it has retained service rights.

(iii) A Releasing Shipper and/or a Replacement Shipper may segment its Primary Path to forwardhaul and backhaul Quantities of Gas to the same Point of Delivery. In such a segmented transaction, the Shipper may exceed its Maximum Daily Contract Quantity at that Point of Delivery and the Shipper may nominate Quantities of Gas in each segment up to the Shipper’s Maximum Daily Contract Quantity assigned to such segment; provided, however, the Quantities nominated to flow in the opposite direction of the flow in the Primary Path shall be considered to be outside the Shipper’s Primary Path for scheduling purposes.

(iv) If the Releasing Shipper and the Replacement Shipper nominate Quantities of Gas in segments that overlap, the Quantities shall be scheduled in accordance with Section 8.8 of these General Terms and Conditions. If the Quantities have equal priority and the sum of the Quantities cannot be scheduled, the Quantities shall be scheduled pro-rata unless the Releasing Shipper specifies otherwise in its release notice.
(c) If the Shipper’s Service Agreement has been released entirely to a Replacement Shipper pursuant to Section 15 of these General Terms and Conditions, the Replacement Shipper may nominate Quantities at Point(s) of Delivery to the same extent the Releasing Shipper could have if the Service Agreement had not been released.

(d) If a Shipper nominates Quantities of Gas for Transportation to a secondary firm Point(s) of Delivery, Shipper shall retain its priority at the primary firm Point(s) of Delivery designated in the Transportation Agreement and may nominate from the primary firm Point(s) of Delivery, subject to the provisions of Sections 8 and 9 of these General Terms and Conditions.

11.6 (a) The reservation components applicable to Shippers under Rate Schedules FT, EFT, LFT and HFT shall be computed using the Quantities of Gas assigned to the primary firm Point(s) of Delivery in the Service Agreement except as provided in Section 11.6(b). Subject to the provisions of Section 11.9 hereof, the reservation components shall be pro-rated to adjust for changes during the Month in the Point(s) of Delivery designated in the Service Agreement or the Quantities assigned thereto.

(b) Quantities of Gas assigned to a secondary firm Point(s) of Delivery shall serve to increase the reservation components to reflect the additional rate zones or mileage segments associated with such Quantities if: (1) the Quantity nominated and scheduled to a secondary firm Point(s) of Delivery located on Panhandle’s Gathering Facilities exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Delivery on such Gathering facilities and downstream thereof; or (2) the Quantity nominated and scheduled to a secondary firm Point(s) of Delivery located in the Field Zone exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Delivery located in the Field Zone and downstream thereof; or (3) the Quantity nominated and scheduled to a secondary firm Point(s) of Delivery in the Market Zone exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Delivery located in the same mileage segment of the Market Zone and downstream thereof.

11.7 A secondary firm Point of Delivery is not eligible for service under Rate Schedule GDS.

11.8 Shippers under Rate Schedule FT, EFT, IT, EIT, LFT or GPS which designate and utilize a Pool Point as a Point of Delivery shall be subject to the terms and conditions of Section 14 herein.

11.9 (a) Subject to the availability of capacity and the provisions of Section 7.4, Shipper may submit a request to change a primary firm Point of Delivery or to modify the Quantity of Gas assigned to any firm primary Point of Delivery upon prior written notice to Panhandle. Panhandle will respond to the notice as soon as possible but in no event later than two (2) Business Days following receipt of the notice. Such a request may be submitted twice in any thirty (30) Day period. A change in the primary firm Point(s) of Delivery or modification in the Quantity of Gas at the primary firm Point of Delivery pursuant to this Section shall not be
made so as to reduce the reservation charges applicable under the Service Agreement. A Shipper may add a primary Point(s) of Delivery that is not between the Point(s) of Receipt and Point(s) of Delivery specified in the Service Agreement and may increase the Maximum Daily Contract Quantity at any primary Point of Delivery over and above the prevailing Quantities under the Service Agreement pursuant to Section 7.

(b) A Shipper may submit a request to change any secondary firm Point(s) of Delivery at any time. The Quantity of Gas assigned to any secondary firm Point of Delivery shall be in accordance with Section 11.2 herein. Panhandle shall tender a revised contract within one (1) Business Day of receipt of such request.

(c) A change to a primary firm Point of Delivery located at a Pool Point shall not be permitted if it results in firm delivery capacity in excess of firm receipt capacity at any such Pool Point.

(d) A Shipper may designate a secondary Point(s) of Delivery downstream of both its primary Point of Delivery within a 100-mile segment and downstream of the 100-mile segment or zone within which the primary Point of Delivery is located.

(e) A Shipper may change its primary Point(s) of Delivery to points downstream of both its existing primary Point of Delivery within a 100-mile segment and downstream of the 100-mile segment or zone within which the primary Point of Delivery is located.

(f) Panhandle will grant requests to change primary points if capacity is available. Panhandle will grant requests to change secondary points in accordance with Section 11.9(b).
11. POINTS OF DELIVERY

11.1 A Point of Delivery shall be equipped with a Flow Control Device if service at the Point of Delivery is provided under Rate Schedule FT, HFT or IT.

11.2 A Shipper may designate any Point of Delivery for Gas to be delivered under a particular Transportation Rate Schedule. Each Point of Delivery for firm service shall be identified in the Service Agreement as either primary firm Point(s) of Delivery or secondary firm Point(s) of Delivery. The sum of the Quantities of Gas of all primary firm Point(s) of Delivery specified in the Transportation Agreement may not exceed the firm Maximum Daily Contract Quantity stated in the Transportation Agreement. Shipper may designate specific Points of Delivery and/or the Points of Delivery on Panhandle’s Master Delivery Point List (MDPL) as secondary Points of Delivery. The Quantity of Gas available at each secondary firm Point of Delivery shall equal the sum of the Quantities of Gas assigned to the primary firm Points of Delivery in the same rate zone or, in the Market Zone, the same mileage segment of the Market Zone or upstream portion thereof. In addition, a Shipper may segment, to the extent operationally feasible, its Primary Path into two (2) or more discrete segments for its own use or in connection with a capacity release pursuant to Section 15 of these General Terms and Conditions.

11.3 Subject to the conditions of the Rate Schedule under which Shipper is receiving service, Shipper may have multiple primary and secondary Points of Delivery.

11.4 Upon agreement by operator and Panhandle, multiple measuring stations belonging to a single operator may constitute a single Point of Delivery.

11.5 Subject to the conditions of the Rate Schedule under which Shipper is receiving service and the provisions of Sections 4, 8, 9 and 10 herein, Shipper may nominate Quantities of Gas to be delivered to any Point of Delivery identified in the Transportation Agreement, up to the Quantity of Gas assigned to such Point of Delivery in the Transportation Agreement.

(a) If the Shipper's Service Agreement has not been released in whole or in part pursuant to Section 15 of these General Terms and Conditions, the sum of the Quantities of Gas nominated by the Shipper to any secondary firm Point(s) of Delivery, together with the sum of the Quantities of Gas nominated to a primary firm Point(s) of Delivery shall not exceed the Maximum Daily Contract Quantity specified in the Shipper's Service Agreement for service under any Rate Schedule; provided, however, if the Shipper utilizes two (2) or more discrete pipeline segments, the sum of the Quantities of Gas nominated by the Shipper to all Point(s) of Delivery may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated for transportation in a pipeline segment do not exceed the Maximum Daily Contract Quantity applicable to such segment. A Shipper may segment its Primary Path to forwardhaul and backhaul Quantities of Gas to the same Point of Delivery. In such a segmented transaction, the Shipper may exceed its Maximum Daily Contract Quantity at that Point of Delivery and the Shipper may nominate Quantities of Gas in each segment up to the Shipper's Maximum Daily Contract Quantity assigned to such segment;
provided, however, the Quantities nominated to flow in the opposite direction of the flow in the Primary Path shall be considered to be outside the Shipper's Primary Path for scheduling purposes.

(b) If the Shipper's Service Agreement has been released in part pursuant to Section 15 of these General Terms and Conditions:

(i) the sum of the Quantities of Gas nominated by the Replacement Shipper to any secondary firm Point(s) of Delivery, together with the sum of the Quantities of Gas nominated to primary firm Point(s) of Delivery, shall not exceed the Maximum Daily Contract Quantity in the Replacement Shipper's Service Agreement; provided, however, if the Replacement Shipper utilizes two (2) or more discrete pipeline segments, the sum of the Quantities of Gas nominated by the Replacement Shipper to all Point(s) of Delivery may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated for transportation in a pipeline segment do not exceed the Maximum Daily Contract Quantity applicable to such segment; and

(ii) the sum of the Quantities of Gas nominated by the Releasing Shipper to any secondary firm Point(s) of Delivery, together with the sum of the Quantities of Gas nominated to primary firm Point(s) of Delivery, shall not exceed the Maximum Daily Contract Quantity not released in the Releasing Shipper's Service Agreement; provided, however, that where a Releasing Shipper releases a segment or segments of its service rights, the Releasing Shipper may nominate for Transportation on any Day, up to the Maximum Daily Contract Quantity not released in its Service Agreement applicable to any segment wherein it has retained service rights.

(iii) A Releasing Shipper and/or a Replacement Shipper may segment its Primary Path to forwardhaul and backhaul Quantities of Gas to the same Point of Delivery. In such a segmented transaction, the Shipper may exceed its Maximum Daily Contract Quantity at that Point of Delivery and the Shipper may nominate Quantities of Gas in each segment up to the Shipper's Maximum Daily Contract Quantity assigned to such segment; provided, however, the Quantities nominated to flow in the opposite direction of the flow in the Primary Path shall be considered to be outside the Shipper's Primary Path for scheduling purposes.

(iv) If the Releasing Shipper and the Replacement Shipper nominate Quantities of Gas in segments that overlap, the Quantities shall be scheduled in accordance with Section 8.8 of these General Terms and Conditions. If the Quantities have equal priority and the sum of the Quantities cannot be scheduled, the Quantities shall be scheduled pro-rata unless the Releasing Shipper specifies otherwise in its release notice.

(c) If the Shipper's Service Agreement has been released entirely to a Replacement Shipper pursuant to Section 15 of these General Terms and Conditions, the Replacement Shipper may nominate Quantities at Point(s) of Delivery to the same
extent the Releasing Shipper could have if the Service Agreement had not been released.

(d) If a Shipper nominates Quantities of Gas for Transportation to a secondary firm Point(s) of Delivery, Shipper shall retain its priority at the primary firm Point(s) of Delivery designated in the Transportation Agreement and may nominate from the primary firm Point(s) of Delivery, subject to the provisions of Sections 8 and 9 of these General Terms and Conditions.

11.6  (a) The reservation components applicable to Shippers under Rate Schedules FT, EFT, LFT and HFT shall be computed using the Quantities of Gas assigned to the primary firm Point(s) of Delivery in the Service Agreement except as provided in Section 11.6(b). Subject to the provisions of Section 11.9 hereof, the reservation components shall be pro-rated to adjust for changes during the Month in the Point(s) of Delivery designated in the Service Agreement or the Quantities assigned thereto.

(b) Quantities of Gas assigned to a secondary firm Point(s) of Delivery shall serve to increase the reservation components to reflect the additional rate zones or mileage segments associated with such Quantities if: (1) the Quantity nominated and scheduled to a secondary firm Point(s) of Delivery located on Panhandle's Gathering Facilities exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Delivery on such Gathering facilities and downstream thereof; or (2) the Quantity nominated and scheduled to a secondary firm Point(s) of Delivery located in the Field Zone exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Delivery located in the Field Zone and downstream thereof; or (3) the Quantity nominated and scheduled to a secondary firm Point(s) of Delivery in the Market Zone exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Delivery located in the same mileage segment of the Market Zone and downstream thereof.

11.7  A secondary firm Point of Delivery is not eligible for service under Rate Schedule GDS.

11.8  Shippers under Rate Schedule FT, EFT, IT, EIT, LFT or GPS which designate and utilize a Pool Point as a Point of Delivery shall be subject to the terms and conditions of Section 14 herein.

11.9  (a) Subject to the availability of capacity and the provisions of Section 7.4, Shipper may submit a request to change a primary firm Point of Delivery or to modify the Quantity of Gas assigned to any firm primary Point of Delivery upon prior written notice to Panhandle. Panhandle will respond to the notice as soon as possible but in no event later than two (2) Business Days following receipt of the notice. Such a request may be submitted twice in any thirty (30) Day period. A change in the primary firm Point(s) of Delivery or modification in the Quantity of Gas at the primary firm Point of Delivery pursuant to this Section shall not be made so as to reduce the reservation charges applicable under the Service Agreement. A Shipper may add a primary Point(s) of Delivery that is not between the Point(s) of Receipt and Point(s) of Delivery specified in the Service Agreement and may increase the Maximum Daily Contract Quantity at any primary Point of Delivery over and above the prevailing Quantities under the Service Agreement pursuant to Section 7.
(b) A Shipper may submit a request to change any secondary firm Point(s) of Delivery at any time. The Quantity of Gas assigned to any secondary firm Point of Delivery shall be in accordance with Section 11.2 herein. Panhandle shall tender a revised contract within one (1) Business Day of receipt of such request.

(c) A change to a primary firm Point of Delivery located at a Pool Point shall not be permitted if it results in firm delivery capacity in excess of firm receipt capacity at any such Pool Point.

(d) A Shipper may designate a secondary Point(s) of Delivery downstream of both its primary Point of Delivery within a 100-mile segment and downstream of the 100-mile segment or zone within which the primary Point of Delivery is located.

(e) A Shipper may change its primary Point(s) of Delivery to points downstream of both its existing primary Point of Delivery within a 100-mile segment and downstream of the 100-mile segment or zone within which the primary Point of Delivery is located.

(f) Panhandle will grant requests to change primary points if capacity is available. Panhandle will grant requests to change secondary points in accordance with Section 11.9(b).

11.10 Upon approval by an existing Shipper and/or the point operator and Panhandle, an end user wishing to transport to a deduct meter located on a downstream third party system behind a primary Point of Delivery located on Panhandle’s system must designate the deduct meter as a primary Point of Delivery on a firm Transportation Agreement and must have EGM equipment that is compatible with Panhandle’s system at the end user’s metering facilities or provide another allocation method acceptable to Panhandle to allow Panhandle to allocate end user quantities separately from other Shipper’s quantities. Such EGM equipment or other acceptable allocation method must be approved by Panhandle and affected Shipper and/or point operator prior to installation and implementation of service. The cost of such EGM equipment and any expense to install or maintain such EGM equipment or other acceptable allocation method shall be the end user’s responsibility. Panhandle shall not be responsible for imbalances on existing Shipper’s system.
12. CONDITIONS OF RECEIPT AND DELIVERY

Deliveries of Gas by Panhandle to, or for the account of, any Shipper are absolutely dependent upon confirmed receipts of Gas, scheduled for delivery or provided for under Rate Schedule GDS. Panhandle shall, in no circumstances, be obligated to deliver any Quantities of Gas for which the Thermal Equivalent, adjusted for Fuel Reimbursement, has not been received by Panhandle for service under any Service Agreement.

12.1 Panhandle and Shipper, by mutual agreement, shall establish the date of commencement of receipt and delivery of Gas hereunder.

12.2 Receipts and deliveries of Gas hereunder shall be at uniform hourly rates of flow unless otherwise provided pursuant to the Rate Schedule under which Shipper is receiving service. If the Quantities of Gas received and delivered are not in balance on any particular Day such imbalance shall be corrected by Shipper as promptly as is reasonably consistent with operating conditions.

12.3 Unless otherwise agreed to in writing by Panhandle and Shipper, deliveries of Gas at a Point of Delivery shall be at such pressure as may exist in Panhandle's pipeline at such point from time to time.

12.4 Deliveries of Gas at the Point of Receipt shall be at a pressure sufficient to enter Panhandle's pipeline system at such point.

12.5 Shipper shall be responsible for upstream and downstream Transportation and Storage arrangements. To the extent Shipper's upstream or downstream transporters do not deliver or receive Gas for any reason, Panhandle shall not be obligated to receive or deliver Gas.

12.6 If a Shipper is unable to accept Quantities of Gas tendered at the Point(s) of Delivery on any Day, then Panhandle shall not be obligated to receive Gas at the Point(s) of Receipt on such Day.

12.7 Should Shipper be unable to provide Quantities of Gas scheduled at the Point(s) of Receipt on any Day, then Panhandle shall not be obligated to deliver Gas at the Point(s) of Delivery on such Day.

12.8 Panhandle shall have the unqualified right to commingle Gas transported hereunder with Gas from other sources, and to treat and handle all such Gas as its own. Unless Shipper or Shipper's designee elects to exercise its rights to process Gas for removal of moisture, helium, natural gasoline, butane, propane, or other liquefiables or inerts and has made arrangements for such processing at an existing point on Panhandle's system, Panhandle
will have the unqualified right to process such gas for the purpose of removing such moisture, helium, natural gasoline, butane, propane, or other liquefiables or inerts, and the ownership of such moisture, helium, natural gasoline, butane, propane, or other liquefiables or inerts, shall be vested in Panhandle. Panhandle must be advised prior to January 1 and July 1 of each year by Shipper or Shipper's designee for the following six (6) months of Shipper's or Shipper's designee's exercise of their right to process Gas for removal of such moisture, helium, natural gasoline, butane, propane, or other liquefiables or inerts and of the arrangements made therefor. It is recognized that Gas delivered at a Point of Delivery may not be the same molecules as those received at any Point of Receipt, and that Panhandle’s sole obligation is to deliver the Thermal Equivalent of Quantities of Gas received, adjusted for Fuel Reimbursement.

12.9 Shipper shall have the responsibility to maintain a concurrent balance between Quantities of Gas received, adjusted for appropriate Fuel Reimbursement, and Quantities of Gas delivered, based on the best information available to Shipper. Panhandle shall make available to Shipper information regarding daily receipts and daily deliveries based on the best operating information (hereinafter called Operating Data) available to Panhandle and shall make such information available to all parties to the transaction. Panhandle shall make Operating Data available in the Messenger® system, within one Business Day following the conclusion of the production Day for meters equipped with EGM or the availability of chart measurement for meters not so equipped.

12.10 Allocation of Deliveries

Quantities of Gas delivered at any Point of Delivery on any Day shall be allocated first to nominated and scheduled WS, IWS, PS and FS Storage. After all nominated Storage has been accounted for, all Transportation Agreements shall be allocated pursuant to the allocation methodology as described in Section 8.5(a).

12.11 Balancing Charges

If Shipper does not maintain a concurrent balance between Quantities of Gas received, adjusted for Fuel Reimbursement, and Quantities of Gas delivered, the following charges shall apply to imbalances in such Quantities.

(a) Firm Service Monthly Contract Balancing

For the purposes of this Section 12.11(a), Maximum Accumulated Imbalance Quantity (MAIQ) shall be established as the product of 1.5 times the Maximum Daily Contract Quantity (MDCQ) under a firm Transportation Agreement or 1,000 Dt., whichever is greater.
Each Month, Panhandle shall determine for each Shipper receiving service under Rate Schedule FT, EFT, SCT, GDS, LFT or HFT the Shipper’s imbalance based on the Quantities of Gas received and delivered in the prior Month after minimizing the imbalances in accordance with Section 12.11(d) of these General Terms and Conditions. The resulting excess receipts and deliveries shall be handled as follows:

(1) Excess Receipts

When actual receipts, adjusted for Fuel Reimbursement, exceed actual deliveries, the excess shall be applied to any prior accumulated imbalance due Panhandle first. If receipts still exceed deliveries, then an imbalance due Shipper shall be carried without charge up to the MAIQ. Any imbalance in excess of the MAIQ shall be sold by Shipper to Panhandle according to the following schedule:

<table>
<thead>
<tr>
<th>Percentage Imbalance Level in Excess of MAIQ</th>
<th>Sales Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0% - 5%</td>
<td>.9 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt; 5% - 10%</td>
<td>.8 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;10% - 15%</td>
<td>.7 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;15% - 20%</td>
<td>.6 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;20%</td>
<td>.5 x Mid-Continent Spot Price</td>
</tr>
</tbody>
</table>

The percentage imbalance level shall be calculated by dividing the imbalance in excess of MAIQ by the actual Quantity of Gas received during the Month unless the percentage imbalance would be lower if calculated using operating data provided pursuant to Section 12.9 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such operating data.

(2) Excess Deliveries

When actual deliveries exceed actual receipts, adjusted for Fuel Reimbursement, the excess shall be applied to any prior accumulated imbalance due Shipper first. If deliveries still exceed receipts, then an imbalance due Panhandle shall be carried without charge up to the MAIQ. Any imbalance in excess of the MAIQ shall be purchased by Shipper from Panhandle according to the following schedule:
Percentage Imbalance Level in Excess of MAIQ          Purchase Price
0% - 5%                        1.1 x Mid-Continent Spot Price
> 5% - 10%                     1.2 x Mid-Continent Spot Price
>10% - 15%                     1.3 x Mid-Continent Spot Price
>15% - 20%                     1.4 x Mid-Continent Spot Price
>20%                           1.5 x Mid-Continent Spot Price

The percentage imbalance level shall be calculated by dividing the imbalance in excess of MAIQ by the actual Quantity of Gas delivered during the Month unless the percentage imbalance level would be lower if calculated using operating data provided pursuant to Section 12.9 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such operating data.

(b) Interruptible Service Monthly Contract Balancing

For the purposes of this Section 12.11(b), the Maximum Monthly Imbalance Quantity (MMIQ) shall be established as the product of 0.05 times the actual volumes delivered under an interruptible Transportation Agreement for the Month, or 1,000 Dt., whichever is greater.

Each Month, Panhandle shall determine for each Shipper receiving service under Rate Schedules IT or EIT the Shipper's imbalance based on the Quantities of Gas received and delivered in the prior Month after minimizing the imbalances in accordance with Section 12.11(d) of these General Terms and Conditions. The resulting excess receipts and deliveries shall be handled as follows:

(1) Excess Receipts

When actual receipts, adjusted for Fuel Reimbursement exceed actual deliveries, an imbalance due Shipper shall be carried without charge up to the MMIQ. Any imbalance in excess of the MMIQ shall be sold by Shipper to Panhandle according to the following schedule:

Percentage Imbalance Level in Excess of MMIQ          Sales Price
0% - 5%                        .9 x Mid-Continent Spot Price
> 5% - 10%                     .8 x Mid-Continent Spot Price
>10% - 15%                     .7 x Mid-Continent Spot Price
>15% - 20%                     .6 x Mid-Continent Spot Price
>20%                           .5 x Mid-Continent Spot Price
The percentage imbalance level shall be calculated by dividing the imbalance in excess of MMIQ by the actual quantity of gas received unless the percentage imbalance level would be lower if calculated using operating data provided pursuant to Section 12.9 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such operating data. Any IT or EIT excess receipts up to the MMIQ must be nominated and scheduled to be transported during the next Month. Any portion of the MMIQ existing at the end of a Month which has not been nominated and scheduled to be made up during the next Month shall be sold by Shipper to Panhandle at the 0-5% Percentage Imbalance Level in Excess of MMIQ.

(2) Excess Deliveries

When actual deliveries exceed actual receipts, adjusted for Fuel Reimbursement, an imbalance due Panhandle shall be carried without charge up to the MMIQ. Any imbalance in excess of the MMIQ shall be purchased by Shipper from Panhandle according to the following schedule:

<table>
<thead>
<tr>
<th>Percentage Imbalance Level in Excess of MMIQ</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0% - 5%</td>
<td>1.1 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt; 5% - 10%</td>
<td>1.2 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;10% - 15%</td>
<td>1.3 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;15% - 20%</td>
<td>1.4 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;20%</td>
<td>1.5 x Mid-Continent Spot Price</td>
</tr>
</tbody>
</table>

The percentage imbalance level shall be calculated by dividing the imbalance in excess of MMIQ by the actual quantity of gas delivered unless the percentage imbalance level would be lower if calculated using operating data provided pursuant to Section 12.9 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such operating data. Any IT or EIT excess deliveries up to the MMIQ must be nominated and scheduled to be received by Panhandle from Shipper during the next Month. Any portion of the MMIQ existing at the end of a Month which has not been nominated and scheduled to be made up during the next Month shall be purchased by Shipper from Panhandle at the 0-5% Percentage Imbalance Level in Excess of MMIQ.

c) Mid-Continent Spot Price Calculation

For sales of excess receipts under Sections 12.11(a)(1) and 12.11(b)(1) herein and purchases of excess deliveries under Sections 12.11(a)(2) and 12.11(b)(2), the Mid-Continent Spot Price shall be the average of the Midcontinent, Panhandle, and Panhandle Eastern Pipe Line Company, LP.
Spot Price for Gas delivered to Panhandle from the table "NGW's Monthly Weighted Averages" for deliveries during the applicable Month in which the imbalance occurred contained in the first issue of NATURAL GAS WEEK published the following month. If the reported price referenced above is not published for the Month required, Panhandle shall determine the Mid-Continent Spot Price using another publication that publishes the spot price for Gas.

d) Minimization of Imbalances for Transportation Agreements

(1) Contract Imbalance Netting

In order to minimize the quantity of excess receipts pursuant to Sections 12.11(a)(1) and 12.11(b)(1), above and excess deliveries pursuant to Sections 12.11(a)(2) and 12.11(b)(2), above, all of a Shipper's firm and interruptible Transportation Agreements shall be matched by Point(s) of Receipt and Point(s) of Delivery. The total quantity of Gas received and delivered under the Shipper's Transportation Agreements within the same Operational Impact Area, as defined in Section 12.11(d)(3) below, shall be netted and excess receipts or excess deliveries shall be determined only after such netting. Such netting of contract imbalances does not relieve the Shipper of the obligation to pay all applicable transportation charges for the Quantity of Gas actually delivered to Shipper during the Month.

(2) Contract Imbalance Trading

(i) Shipper may authorize contract imbalances under Shipper's Transportation Service Agreements within the same Operational Impact Area, as defined in Section 12.11(d)(3), to be posted for trading after the Shipper has minimized excess receipts and deliveries pursuant to Section 12.11(d)(1) above.

(ii) An authorization to post imbalances (pursuant to NAESB WGQ Standard No. 2.4.9) that is received by Panhandle by 11:45 a.m. should be effective by 8:00 a.m. the next Business Day. An imbalance that is previously authorized for posting should be posted on or before the ninth Business Day of the month.

(iii) Panhandle shall provide the ability to post and trade imbalances until at least the close of the seventeenth (17th) Business Day of the Month.

(iv) Shippers may trade contract imbalances with other Shippers having Transportation Agreements within the same Operational Impact Area, as defined in Section 12.11(d)(3) below. Contract imbalances must be traded with contract imbalances in the opposite direction
and must move Shipper's imbalance closer to zero. When trading imbalances, a Quantity must be specified.

(v) An imbalance trade can only be withdrawn by the initiating Shipper and only prior to the confirming Shipper's confirmation of the trade. An imbalance trade is considered final when confirmed by the confirming Shipper and effectuated by Panhandle. Imbalance trades shall be deemed to be effectuated by Panhandle when Panhandle sends the imbalance trade notification.

(3) Operational Impact Area  For purposes of this Section 12.11(d), two or more Transportation Agreements shall be deemed to be within the same Operational Impact Area only if the Transportation Agreements provide for the Transportation of Natural Gas solely within the Field Zone; or if the Transportation Agreements provide for either the receipt or delivery of Natural Gas within the Market Zone.

(e) All sales and purchases of excess receipts and excess deliveries pursuant to this Section 12 shall be deemed to take place on the first Day of the Month following the accumulation of the applicable imbalance. Settlement of accounts for such sales and purchases shall be made with the Monthly bill, for the Month in which the applicable imbalance accumulated. Settlements of sales and purchases shall be in the form of a credit to Shipper's bill in the case of sales to Panhandle, and as an addition to Shipper's bill, in the case of sales to Shipper.

(f) Prior Month Adjustments

In the event there are adjustments to Shipper's receipts or deliveries or both applicable to a prior Month ("Prior Month Adjustment" or "PMA") such adjustments shall be used to mitigate any amount paid by Shipper or amount credited by Panhandle pursuant to Section 12.11(a) or Section 12.11(b), if applicable to the prior Month. Otherwise, the PMA will be accounted for as current Month volumes. The Shipper will not be penalized in the current Month for PMA volumes that worsen the Shipper's current accumulated imbalance.

(g) Hourly Delivery Notification

If a Shipper under Rate Schedule EFT, EIT, SCT, GDS or LFT, is duly notified by Panhandle to limit hourly deliveries to one-sixteenth of the Quantity scheduled for delivery on that Day and continues to receive more Gas at the Point(s) of Delivery than the amount allowed, Shipper shall pay $10 per Dt. or two times the Mid-Continent Spot Price calculated in accordance with Section 12.11(c), whichever is greater, for the excess deliveries in addition to all other applicable charges.
(h) Daily Scheduling Charge

(1) If the sum of actual deliveries at any Point of Delivery under Transportation Agreements varies from the Sum of Quantities of Gas scheduled for delivery at such Point of Delivery by 10% or 100 Dt., whichever is greater (hereinafter called the tolerance level) plus the available MDVQ if the delivery point operator is a DVS Party, a daily Scheduling Charge shall be assessed; provided that, no Scheduling Charge shall be assessed on an interruptible Transportation Agreement for the Day on which such Shipper's scheduled Quantity has been reduced as a result of a nomination under a Transportation Agreement for firm service during the Evening Nomination Cycle, the Intraday 1 Nomination Cycle or the Intraday 2 Nomination Cycle in Section 8.2(b) herein. The charge shall be applied to each Transportation Agreement with respect to which actual deliveries, as allocated in accordance with Section 12.10, above, vary from the scheduled Quantity in excess of the tolerance level; provided that, if the Transportation Agreement is a designated Transportation Agreement under a TBS Agreement, the tolerance level shall be expanded by the MDIQ, MDWQ, and available Stored Volume applicable to the designated Transportation Agreement under the TBS Agreement and if the Transportation Agreement is an underlying Transportation Agreement under Rate Schedule DVS, the tolerance level shall be increased by the MDVQ. For service under Rate Schedule FT and IT, the Scheduling Charge shall be equal to the sum of the IT Commodity rates per Dt. applicable to the Transmission Access Charge and the Transmission Mileage Charge for 401-500 miles set forth on the Currently Effective Rates for Rate Schedule IT; for service provided under Rate Schedules EFT, SCT, EIT, LFT and HFT the Scheduling Charge shall be equal to the sum of the EIT Commodity rates per Dt. applicable to the Transmission Access Charge and the Transmission Mileage Charge for 401-500 miles set forth on the Currently Effective Rates for Rate Schedule EIT.

(2) If Panhandle issues an OFO as to any portion of its system, requiring Shipper(s) to reduce scheduling variances, the tolerance level, as defined above, for that portion of its system shall be reduced from 10% to 5% and the charge for variances beyond the reduced tolerance level shall be as stated in Section 12.17 herein in lieu of the Scheduling Charge described in this Section 12.11(h)(1). For Shipper(s) under Rate Schedule SCT, the tolerance level shall be reduced from 10% to 5%, or 500 Dt., whichever is greater.

(i) Farm Tap

A Point of Delivery on Panhandle's pipeline system which is required under the terms of a right-of-way agreement between the landowner and Panhandle and at
which Gas is delivered under Rate Schedules SCT or EFT for domestic and/or agricultural use shall be defined as a Farm Tap. A Shipper’s deliveries at a Farm Tap shall not be subject to the terms set out in (g) and (h) above but shall be subject to the terms of (a) and (c) above. Excess receipts and excess deliveries shall be determined on a basis consistent with the measurement frequency for the Farm Tap delivery meters.

(j) Irrigation Tap

A Point of Delivery on Panhandle’s pipeline system which is required under the terms of a right-of-way agreement between the landowner and Panhandle and at which Gas is delivered under Rate Schedules EFT or EIT for purposes of irrigation shall be defined as an Irrigation Tap. A Shipper’s deliveries at an Irrigation Tap shall not be subject to the terms set out in (g) and (h) above but shall be subject to the terms of (a), (b) and (c) above. Excess receipts and excess deliveries shall be determined on a quarterly, rather than on a Monthly basis.

12.12 (a) Upon termination of firm Transportation Service, Shipper shall reduce to zero any remaining imbalance within 60 Days of the date that Panhandle notifies Shipper of such imbalance. Such reduction may be accomplished by assigning the imbalance within MAIQ to another firm Service Agreement as long as such assignment will not result in an imbalance in excess of MAIQ on the Service Agreement to which the imbalance is assigned. If Shipper does not reduce the remaining imbalance to zero within such period, Panhandle shall retain those quantities it owes Shipper free and clear of any adverse claims and shall charge Shipper and Shipper shall be obligated to pay for those quantities Shipper owes Panhandle at a rate equal to 1.5 times the Mid-Continent Spot Price as defined in Section 12.11(c) for the Month in which the Service Agreement terminated.

12.12 (b) Upon termination of firm Storage Service, Shipper shall withdraw, or otherwise dispose of, all of its Stored Volume by the date the firm Storage Agreement terminates. If Shipper fails to withdraw, or otherwise dispose of, all of its Stored Volume prior to the termination of the firm Storage Agreement, Panhandle may retain any remaining quantities of Stored Volume free and clear of any adverse claims; provided, however, that Panhandle will notify Shipper in writing 60 Days prior to termination of its firm Storage Agreement of the quantity of Stored Volume being held by Panhandle for Shipper’s account. If Shipper in good faith disagrees with the Quantity of Stored Volume set forth in the notification required above, then within 15 days of such notification, Shipper shall notify Panhandle in writing of such dispute and request a reconciliation. If, as of the date of termination of Shipper’s firm Storage Agreement, the Quantity of Stored Volume contained in Panhandle’s notice has not been finally reconciled and such failure to reconcile results in a retention hereunder by Panhandle, then title to the difference between the Quantity subject to retention according to Panhandle’s records and that reflected on Shipper’s records shall not finally pass to Panhandle until such
reconciliation has been completed. Panhandle shall extend the time available for Shipper to remove its Gas from storage by one Day for every Day that Shipper has been unable to withdraw properly nominated gas due to operational or force majeure conditions on Panhandle’s system.

12.13 Unauthorized Gas

Panhandle shall have the right to dispose of Unauthorized Gas as follows:

(a) Unauthorized Receipts

When Unauthorized Gas is delivered to Panhandle, Panhandle shall purchase the Unauthorized Gas from the operator of the Point(s) of Receipt at which the Unauthorized Gas is received at 50% of the Mid-Continent Spot Price, as defined in Section 12.11(c), for the Month in which the Unauthorized Gas is delivered to Panhandle.

(b) Unauthorized Gas Deliveries

When Unauthorized Gas is taken from Panhandle, it shall be assigned to the Transportation Agreements between Panhandle and the operator of the Point(s) of Delivery at which the Unauthorized Gas is taken and shall be treated as unauthorized overruns and, if applicable, Monthly imbalances under such agreements. If there are no Transportation Agreements between Panhandle and the operator of the Point(s) of Delivery at which the Unauthorized Gas is taken, Panhandle shall sell the Unauthorized Gas to the operator at 150 percent of the Mid-Continent Spot Market Price, as defined in Section 12.11(c) for the Month in which the Unauthorized Gas is taken.

12.14 Unauthorized Overrun Receipts

Panhandle shall notify Shipper of excess receipts in order to permit Shipper to reduce receipt quantities. If the excess receipts continue and such receipts jeopardize the safety of the pipeline or Panhandle’s ability to serve other Shippers, Panhandle shall be entitled to refuse to accept such excess receipts. If, despite such refusal the excess receipts continue all further excess receipts as to which notice has been given shall be treated as excess receipts under Section 12.11(a) or (b) with a percentage imbalance level greater than 20%.

12.15 Storage Related Transportation

In order to accommodate the transportation to and from Storage used to meet Winter Period requirements, the Maximum Daily Contract Quantity in the Transportation Agreement shall be reduced during the Summer Period in accordance with this Section 12.15.
(a) For Transportation to and from Storage provided by Panhandle under Rate Schedule WS, PS or FS, the Maximum Daily Contract Quantity in the Summer Period shall be reduced if the Transportation Agreement provides that:

(i) During the Summer Period the sole primary Point of Delivery is the WS Point or PS Point; and the Maximum Daily Contract Quantity at the Point(s) of Receipt is equal to the Maximum Daily Injection Quantity, adjusted for Fuel Reimbursement, under Rate Schedule WS, PS or FS; and

(ii) During the Winter Period the sole primary Point of Receipt is the WS Point or the PS Point; and the sole primary Point of Delivery is the outlet side of Panhandle’s pipeline facilities that interconnect Panhandle’s system with the facilities of Shipper or Shipper’s designee; and the Maximum Daily Contract Quantity at the primary Point of Receipt is equal to the Maximum Daily Withdrawal Quantity, adjusted for Fuel Reimbursement, under Rate Schedule WS, PS or FS.

(b) For transportation to and from storage provided by a person other than Panhandle, the Maximum Daily Contract Quantity in the Summer Period shall be reduced if the Transportation Agreement provides that:

(i) During the Summer Period the sole primary Point of Delivery is the outlet side of Panhandle’s pipeline facilities that interconnect Panhandle’s system with the facilities of another person; and the Maximum Daily Contract Quantity at the Point(s) of Receipt is equal to the Maximum Daily Injection Quantity, adjusted for Fuel Reimbursement, under the Shipper’s firm Storage service agreement;

(ii) During the Winter Period the sole primary Point of Receipt shall be the inlet side of Panhandle’s pipeline facilities that interconnect Panhandle’s system with the facilities of another person; the sole primary Point of Delivery is the outlet side of Panhandle’s pipeline facilities that interconnect Panhandle’s system with the facilities of Shipper or Shipper’s designee; and the Maximum Daily Contract Quantity at the Point of Receipt is equal to the Maximum Daily Withdrawal Quantity, adjusted for Fuel Reimbursement, under the Shipper’s firm Storage service agreement; and

(iii) The primary Point of Delivery in the Summer Period and the primary Point of Receipt in the Winter Period is an interconnection in the Market Zone between Panhandle’s facilities and the facilities of another person that can both receive Gas from, and deliver Gas to, Panhandle and that delivers to Panhandle for the account of the Shipper, under the affected Transportation Agreement only Quantities that have been withdrawn from firm Storage.
Panhandle Eastern Pipe Line Company, LP

Part VI  General Terms and Conditions
FERC NGA Gas Tariff
Fourth Revised Volume No. 1

GT&C Section 12. Conditions of Receipt and Delivery

Version 1.0.0

Panhandle shall not execute a Service Agreement for storage related transportation to or from an interconnection with another person until the Shipper provides Panhandle with written verification that it is entitled to receive storage service, with an MDIQ and MDWQ, adjusted as appropriate for Fuel Reimbursement, matching the MDCQ the Shipper has requested at the interconnection during the Summer and Winter Periods, and that the Shipper is entitled to require that such Quantities be received from and delivered to Panhandle during the Summer and Winter Periods. Storage related transportation may be suspended if and to the extent that the Shipper does not subsequently verify (1) that it continues to be entitled to receive a firm storage service, (2) the Shipper's MDIQ, MDWQ, and MSQ, (3) Quantities the Shipper is entitled to require to be received from, and delivered to, Panhandle at the interconnection, and (4) the Shipper's Stored Volumes at the beginning of the Winter Period.

(c) A Shipper with a Storage Related Transportation Agreement whose Maximum Daily Contract Quantity has been reduced in accordance with this Section 12.15 may identify secondary Point(s) of Receipt and Point(s) of Delivery in the Transportation Agreement and may nominate Quantities of Gas at such Point(s) in accordance with Sections 10 and 11 of these General Terms and Conditions. In addition, the Shipper may change the primary and secondary Point(s) of Receipt and Delivery in accordance with Section 10.5 and Section 11.9 of these General Terms and Conditions. If the Shipper changes the primary Point(s) of Receipt or Point(s) of Delivery, and the Transportation Agreement no longer qualifies under the terms of this Section 12.15 for the reduced Maximum Daily Contract Quantity during the Summer period, the Maximum Daily Contract Quantity during the Winter Period shall apply throughout the year as of the Day the change in the primary point(s) becomes effective.

12.16 Unauthorized Overrun Penalty

(a) If on any Day during the month, Shipper takes Quantities of Gas in excess of the MDCQ as stated in the Transportation Agreement or Quantities of Gas in excess of the MDIQ or MDWQ as stated in the Storage Agreement and such Quantity has not been scheduled by Panhandle, then, in addition to the Overrun Charge set forth in the applicable Rate Schedule, Shipper shall be subject to an Unauthorized Overrun Penalty of two times the greater of the highest daily price published in Gas Daily, Daily Price Survey, Citygates - Chicago LDCs or Citygates - Mich.- Mich Con for the day (Saturday and Sunday shall be the preceding Friday price) that Unauthorized Overrun Penalties are incurred for each Dt. taken in excess of the greater of the MDCQ, MDIQ, or MDWQ, as applicable, or the scheduled Quantity of Gas. For purposes of determining the Quantities of Gas subject to the Unauthorized Overrun Penalty provided for in this Section 12.16, Panhandle will allow a daily tolerance of four (4) percent of the MDCQ, MDIQ, or MDWQ, as applicable, or fifty (50) Dt. whichever is greater, and on a monthly basis there will be a two (2) percent tolerance. The Quantities of Gas subject to an Unauthorized Overrun Penalty each
month shall be the greater of (1) the sum of the daily Unauthorized Overrun Penalty volumes after the four (4) percent daily tolerance; or (2) the monthly Unauthorized Overrun Penalty volumes determined after the two (2) percent monthly tolerance.

(b) Aggregation by Shipper

For purposes of calculating the daily tolerance and the Quantity of Gas subject to the Unauthorized Overrun Penalty under this Section 12.16, a Shipper shall be permitted to aggregate the MDCQs of its firm Transportation Agreements at a designated Point of Delivery. For purposes of aggregation under this Section 12.16(b), Shipper shall have scheduled quantities under the firm Transportation Agreements to be aggregated to no other Point of Delivery.

(c) Panhandle will use the quality specifications, including Btu measurements, shown at the meter with no retroactive adjustment applied in determining the Unauthorized Overrun Penalty provided for in this Section 12.16.

(d) If a Shipper takes Quantities of Gas in excess of MDCQ which cause a Shipper to incur an Unauthorized Overrun Penalty under this Section 12.16, such Quantities of Gas will not be considered in any calculation of an otherwise applicable Daily Scheduling Charge pursuant to Section 12.11(h)(1) of the General Terms and Conditions. However, if Panhandle has issued an OFO, the penalty provided for in Section 12.17(f)(ii) below shall apply in lieu of the Unauthorized Overrun Penalty in this Section 12.16.

12.17 Operational Flow Orders

(a) Conditions for the Issuance of an Operational Flow Order

Panhandle will have the right to issue an Operational Flow Order (OFO) when, in Panhandle’s reasonable judgment, such OFO is required to alleviate conditions which threaten or could threaten system integrity, safety or reliability of service or to ensure Shipper(s) compliance with the provisions contained in this Tariff. An OFO may be issued to a particular Shipper(s) creating the need for the OFO or to Shippers on all or part of the system, when in the absence of such Shipper(s) action(s), an OFO would not be required. When an OFO is issued, Panhandle will endeavor to minimize the Shippers and Quantities affected. In this regard, Panhandle will not require Shipper(s) under Rate Schedules EFT and SCT in the affected segment to restrict takes at a Point(s) of Delivery during any hour to one-sixteenth of the nominated and scheduled Quantity to the Point(s) for the Day unless deliveries to other Shipper(s) in the affected segment have been ordered to be within the tolerance levels set forth in this Section 12.17.
(b) Circumstances Under Which an OFO May Be Issued

Panhandle may issue an OFO in any circumstance which would, in Panhandle's reasonable judgment, impair Panhandle's ability to receive or deliver Quantities of Gas in accordance with its service obligations including, but not limited to, when:

(i) operating pressures on the affected portion of the system are significantly less than or greater than normal system operating pressures despite Panhandle's efforts to maintain normal pressures and a further decline or increase in operating pressures would impair Panhandle's ability to receive or deliver scheduled Quantities of Gas;

(ii) a Shipper fails to maintain receipts or deliveries as required in this tariff;

(iii) unscheduled pipeline maintenance and repairs affect capacity;

(iv) wells or pipelines or other essential equipment freeze to the extent that such freezing damages or destroys or otherwise impairs Panhandle's essential facilities or ability to monitor and control essential facilities or results in the loss of supplies of natural gas from other pipelines, Panhandle's storage facilities or producers of Gas;

(v) a loss of Gas supply from producers, storage providers or other suppliers reduces pressure or supplies available for delivery;

(vi) Federal or state rules, regulations, orders, such as safety inspection orders and environmental safety orders, require Panhandle to reduce operating pressures in, or remove from service, a portion of Panhandle's system facilities;

(vii) a mechanical or physical failure affects Panhandle's ability to deliver or receive gas or operate storage, including, but not limited to, pipeline failure, compressor failure, regulator failure, or other similar mechanical or physical failure;

(viii) a partial or total failure of electronic and communications systems impairs Panhandle's ability to monitor or control Panhandle's system;

(ix) external operations, including but not limited to highway construction, require Panhandle to reduce operating pressures in, or remove from service, a portion of Panhandle's system facilities; or

(x) a Shipper's failure to comply with the provisions of this Tariff that adversely affects the operations of Panhandle's pipeline system including, but not
limited to, a Shipper's failure to adhere to the quality of gas specifications set forth in Section 3 of these General Terms and Conditions.

(c) Remedial Actions to Be Taken Before Issuing an OFO

Prior to issuing an OFO Panhandle will take all reasonable actions to minimize the issuance and adverse consequences of the OFO. These actions may include, but are not limited to, requiring firm shippers to utilize primary Points of Receipt and Delivery and compliance with the provisions of this Tariff and the Service Agreement.

(d) Notice

(i) Panhandle will provide as much advance notice of an OFO as is possible in the circumstances. Ordinarily, the notice will be issued by 10:30 a.m. CT on the Day before the OFO is to be effective. The OFO will ordinarily become effective at the commencement of the Day. When operating conditions so require, Panhandle may issue the notice of the OFO after 10:30 a.m. and may provide that the OFO will become effective before the commencement of the next Day. When an OFO becomes effective at any time other than the commencement of any Day, Shippers will use their best efforts to comply with the OFO as soon as possible but in no event later than two hours, after which the applicable Scheduling Charges or Unauthorized Overrun Penalty provided for in this Section 12.17 shall apply.

(ii) Panhandle shall issue notice of an OFO by notifying the affected meter operator(s) and Shippers(s) through the Messenger® system, the Web Site and by telephone, and facsimile or via e-mail communication. Panhandle will post notification of, and provide updated information concerning, the OFO on the Messenger® System and the Web Site at the commencement of each Day until Panhandle notifies the affected meter operator(s) and the Shippers(s) that the OFO has ended. Each Shipper and point operator shall designate one or more persons for Panhandle to contact on operational matters on a 24-hour a day, 365 days a year basis. Telephone and facsimile numbers as well as e-mail address must be provided for such person or persons. If Panhandle is unable to contact any Shipper or point operator because that Shipper's or point operator's contact person(s) is unavailable, such Shipper or point operator shall be responsible for any consequences arising from such failure of communications.

(iii) Each notice will provide the time and date of issuance of the OFO, the time the OFO is to become effective, the time the OFO is expected to remain in effect, the action required to be taken by the Shipper(s), the reason for issuing the OFO, together with the operating variables providing the basis.
for issuing the OFO, and any other information which may be required in the circumstances.

(iv) Within a reasonable period of time following the end of the OFO, Panhandle will post on the Messenger® System and the Web Site a report detailing the conditions that required the issuance and termination of the OFO.

(e) Remedial Action to Be Taken

The OFO shall require the Shipper(s) subject to the OFO to take such action(s) or refrain from such action(s) as necessary to alleviate the conditions set forth in Sections 12.17(a) and 12.17(b). These actions include, but are not limited to, the elimination of Unauthorized Overruns and the reduction of scheduling variances. If the OFO requires the elimination of Unauthorized Overruns and the reduction of scheduling variances, the OFO shall reduce the daily tolerance level for Unauthorized Overruns to zero and shall reduce the tolerance level for scheduling variances from 10% to 5% and require Shipper(s) to maintain scheduling variances to the tolerance level stated in the notice. For Shipper(s) under Rate Schedule SCT, the tolerance level shall be reduced from 10% to 5%, or 500 Dt., whichever is greater.

(f) Penalties for Noncompliance With the OFO

Except as provided in Section 12.17(d)(i), if a Shipper does not comply with the OFO, then:

(i) for an OFO requiring Shipper(s) to reduce scheduling variances, Shipper shall pay for variances in excess of the reduced tolerance level of 5% or 500 Dt. for Shippers under Rate Schedule SCT and 5% for Shipper(s) under other Rate Schedules, the greater of (a) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, Citygates - Chicago LDCs or Citygates - Mich.-Mich Con, whichever is greater, for the day (Saturday and Sunday shall be the preceding Friday price) that Daily Scheduling Charges are incurred, or (b) the following:

<table>
<thead>
<tr>
<th>Variance</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5% - 10%</td>
<td>$25.00 per Dt.</td>
</tr>
<tr>
<td>&gt;10% - 15%</td>
<td>$50.00 per Dt.</td>
</tr>
<tr>
<td>&gt;15% - 50%</td>
<td>$100.00 per Dt.</td>
</tr>
<tr>
<td>&gt;50%</td>
<td>$200.00 per Dt.</td>
</tr>
</tbody>
</table>

(ii) for an OFO requiring Shipper(s) to eliminate Unauthorized Overruns, Shipper shall pay for all Quantities taken in excess of the reduced daily
tolerance of zero, the greater of (a) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, Citygates - Chicago LDCs or Citygates - Mich.-Mich Con, whichever is greater, for the day (Saturday and Sunday shall be the preceding Friday price) that Unauthorized Overrun Penalties are incurred, or (b) the following:

<table>
<thead>
<tr>
<th>Overrun</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0% - 5%</td>
<td>$ 15.00 per Dt.</td>
</tr>
<tr>
<td>&gt; 5% - 10%</td>
<td>$ 25.00 per Dt.</td>
</tr>
<tr>
<td>&gt;10% - 15%</td>
<td>$ 50.00 per Dt.</td>
</tr>
<tr>
<td>&gt;15% - 50%</td>
<td>$100.00 per Dt.</td>
</tr>
<tr>
<td>&gt;50%</td>
<td>$200.00 per Dt.</td>
</tr>
</tbody>
</table>

The above overrun tiers shall be determined by comparing the aggregate amount of contract entitlement nominated to a Point of Delivery with the aggregated amount of Gas flowing through such Point of Delivery. It shall be the responsibility of the meter operator at a Point of Delivery to provide in writing to Panhandle an allocation by contract of the gas flowing through such meter.

If a Shipper takes Quantities of Gas in excess of MDCQ which cause a Shipper to incur a penalty under this Section 12.17(f)(ii), such Quantities of Gas will not be considered in any calculation of an otherwise applicable penalty pursuant to Section 12.17(f)(i).

For purposes of calculating the Unauthorized Overrun Penalty under this Section 12.17, a Shipper shall be permitted to aggregate the MDCQs of its firm Transportation Agreements at a designated Point of Delivery. For purposes of aggregation under this Section 12.17(f), Shipper shall have scheduled quantities under the firm Transportation Agreements to be aggregated to no other Point of Delivery.

(iii) for any other OFO, Shipper shall, for all Quantities tendered or taken in violation of the OFO, pay two (2) times the greater of the highest daily price published in Gas Daily, Daily Price Survey, Citygates - Chicago LDCs or Citygates - Mich.-Mich Con for the day (Saturday and Sunday shall be the preceding Friday price) that OFO penalties are incurred.

(g) Indemnification

Compliance with an OFO and the other terms and conditions of Panhandle's FERC Gas Tariff is essential to Panhandle's ability to provide deliveries and services under all rate schedules. A failure by one or more Shippers to comply with an OFO may affect Panhandle's ability to provide such deliveries and services. In such event and
in addition to other provisions hereof and not in lieu of any other remedies or defenses available in law or at equity with respect to any person, Panhandle will have no liability or responsibility for its inability to provide deliveries and services to any Shipper failing to comply with an OFO and will be indemnified and held harmless by the Shipper(s) failing to comply with Panhandle's FERC Gas Tariff and in particular the provisions of this Section 12.17 against any claims related to the failure to provide deliveries and services, except to the extent such claims are the result of Panhandle's negligence, bad faith or wilfull misconduct.

12.18 Third-Party Management Services

Subject to the conditions set forth in this Section, a Shipper may obtain services from a third-party provider to manage imbalances between actual receipts and deliveries; to manage variances between scheduled and actual deliveries; and to supply gas for overruns.

(a) Panhandle and the third-party provider have entered into an agreement which defines how such provider will accommodate Shipper's imbalances, scheduling variances, or overruns, how the provider is to make the corresponding operational changes, the limitations on the level of imbalances, scheduling variances and overruns to be accommodated and the consequences if such levels are exceeded or operational changes are not made. The agreement must provide Panhandle with the ability to call on the third-party provider on a basis consistent with service offered by the third-party provider to the Shipper. The agreement must also specify a predetermined allocation methodology and shall specify the extent to which and the conditions under which the Shipper shall be kept whole because the third-party provider is agreeing to take the imbalance, scheduling variance or overrun. If there is an operational balancing agreement at the point at which the imbalance management service is to be provided, the agreement must also provide that Panhandle shall not be responsible for balancing within the agreed limits of the management service.

(b) Panhandle and the Shipper have entered into an agreement designating the Service Agreements for which the third-party provider will take the imbalance, scheduling variance, or overrun and designating the point(s) at which the third-party provider will provide the imbalance management service. The point(s) designated must have electronic real-time metering or must be otherwise agreeable to Panhandle.

The conditions set forth in this Section are minimum conditions that all third-party providers and Shippers utilizing such services must satisfy. When a specific third-party management service is proposed, Panhandle may require the third-party provider and Shipper to satisfy additional conditions. Panhandle shall not be obligated to enter into any agreement to accept third-party imbalance management services which would, in Panhandle's reasonable judgment, impair its ability to meet its existing system requirements or which would not relieve
Panhandle of the need to manage (to the extent of the third-party service) the Shipper's imbalances, scheduling variances and overruns.
12. CONDITIONS OF RECEIPT AND DELIVERY

Deliveries of Gas by Panhandle to, or for the account of, any Shipper are absolutely dependent upon confirmed receipts of Gas, scheduled for delivery or provided for under Rate Schedule GDS. Panhandle shall, in no circumstances, be obligated to deliver any Quantities of Gas for which the Thermal Equivalent, adjusted for Fuel Reimbursement, has not been received by Panhandle for service under any Service Agreement.

12.1 Panhandle and Shipper, by mutual agreement, shall establish the date of commencement of receipt and delivery of Gas hereunder.

12.2 Receipts and deliveries of Gas hereunder shall be at uniform hourly rates of flow unless otherwise provided pursuant to the Rate Schedule under which Shipper is receiving service. If the Quantities of Gas received and delivered are not in balance on any particular Day such imbalance shall be corrected by Shipper as promptly as is reasonably consistent with operating conditions.

12.3 Unless otherwise agreed to in writing by Panhandle and Shipper, deliveries of Gas at a Point of Delivery shall be at such pressure as may exist in Panhandle’s pipeline at such point from time to time.

12.4 Deliveries of Gas at the Point of Receipt shall be at a pressure sufficient to enter Panhandle’s pipeline system at such point.

12.5 Shipper shall be responsible for upstream and downstream Transportation and Storage arrangements. To the extent Shipper's upstream or downstream transporters do not deliver or receive Gas for any reason, Panhandle shall not be obligated to receive or deliver Gas.

12.6 If a Shipper is unable to accept Quantities of Gas tendered at the Point(s) of Delivery on any Day, then Panhandle shall not be obligated to receive Gas at the Point(s) of Receipt on such Day.

12.7 Should Shipper be unable to provide Quantities of Gas scheduled at the Point(s) of Receipt on any Day, then Panhandle shall not be obligated to deliver Gas at the Point(s) of Delivery on such Day.

12.8 Panhandle shall have the unqualified right to commingle Gas transported hereunder with Gas from other sources, and to treat and handle all such Gas as its own. Unless Shipper or Shipper’s designee elects to exercise its rights to process Gas for removal of moisture, helium, natural gasoline, butane, propane, or other liquefiables or inerts and has made arrangements for such processing at an existing point on Panhandle’s system,
Panhandle will have the unqualified right to process such gas for the purpose of removing such moisture, helium, natural gasoline, butane, propane, or other liquefiables or inerts, and the ownership of such moisture, helium, natural gasoline, butane, propane, or other liquefiables or inerts, shall be vested in Panhandle. Panhandle must be advised prior to January 1 and July 1 of each year by Shipper or Shipper's designee for the following six (6) months of Shipper's or Shipper's designee's exercise of their right to process Gas for removal of such moisture, helium, natural gasoline, butane, propane, or other liquefiables or inerts and of the arrangements made therefor. It is recognized that Gas delivered at a Point of Delivery may not be the same molecules as those received at any Point of Receipt, and that Panhandle's sole obligation is to deliver the Thermal Equivalent of Quantities of Gas received, adjusted for Fuel Reimbursement.

12.9 Shipper shall have the responsibility to maintain a concurrent balance between Quantities of Gas received, adjusted for appropriate Fuel Reimbursement, and Quantities of Gas delivered, based on the best information available to Shipper. Panhandle shall make available to Shipper information regarding daily receipts and daily deliveries based on the best operating information (hereinafter called Operating Data) available to Panhandle and shall make such information available to all parties to the transaction. Panhandle shall make Operating Data available in the Messenger® system, within one Business Day following the conclusion of the production Day for meters equipped with EGM or the availability of chart measurement for meters not so equipped.

12.10 Allocation of Deliveries

Quantities of Gas delivered at any Point of Delivery on any Day shall be allocated first to nominated and scheduled WS, IWS, PS and FS Storage. After all nominated Storage has been accounted for, all Transportation Agreements shall be allocated pursuant to the allocation methodology as described in Section 8.5(a).

12.11 Balancing Charges

If Shipper does not maintain a concurrent balance between Quantities of Gas received, adjusted for Fuel Reimbursement, and Quantities of Gas delivered, the following charges shall apply to imbalances in such Quantities.

(a) Firm Service Monthly Contract Balancing

For the purposes of this Section 12.11(a), Maximum Accumulated Imbalance Quantity (MAIQ) shall be established as the product of 1.5 times the Maximum Daily Contract Quantity (MDCQ) under a firm Transportation Agreement or 1,000 Dt., whichever is greater.
Each Month, Panhandle shall determine for each Shipper receiving service under Rate Schedule FT, EFT, SCT, GDS, LFT or HFT the Shipper’s imbalance based on the Quantities of Gas received and delivered in the prior Month after minimizing the imbalances in accordance with Section 12.11(d) of these General Terms and Conditions. The resulting excess receipts and deliveries shall be handled as follows:

(1) Excess Receipts

When actual receipts, adjusted for Fuel Reimbursement, exceed actual deliveries, the excess shall be applied to any prior accumulated imbalance due Panhandle first. If receipts still exceed deliveries, then an imbalance due Shipper shall be carried without charge up to the MAIQ. Any imbalance in excess of the MAIQ shall be sold by Shipper to Panhandle according to the following schedule:

<table>
<thead>
<tr>
<th>Percentage Imbalance Level in Excess of MAIQ</th>
<th>Sales Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0% - 5%</td>
<td>.9 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt; 5% - 10%</td>
<td>.8 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;10% - 15%</td>
<td>.7 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;15% - 20%</td>
<td>.6 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;20%</td>
<td>.5 x Mid-Continent Spot Price</td>
</tr>
</tbody>
</table>

The percentage imbalance level shall be calculated by dividing the imbalance in excess of MAIQ by the actual Quantity of Gas received during the Month unless the percentage imbalance level would be lower if calculated using operating data provided pursuant to Section 12.9 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such operating data.

(2) Excess Deliveries

When actual deliveries exceed actual receipts, adjusted for Fuel Reimbursement, the excess shall be applied to any prior accumulated imbalance due Shipper first. If deliveries still exceed receipts, then an imbalance due Panhandle shall be carried without charge up to the MAIQ. Any imbalance in excess of the MAIQ shall be purchased by Shipper from Panhandle according to the following schedule:
The percentage imbalance level shall be calculated by dividing the imbalance in excess of MAIQ by the actual Quantity of Gas delivered during the Month unless the percentage imbalance level would be lower if calculated using operating data provided pursuant to Section 12.9 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such operating data.

(b) Interruptible Service Monthly Contract Balancing

For the purposes of this Section 12.11(b), the Maximum Monthly Imbalance Quantity (MMIQ) shall be established as the product of .05 times the actual volumes delivered under an interruptible Transportation Agreement for the Month, or 1,000 D.t., whichever is greater.

Each Month, Panhandle shall determine for each Shipper receiving service under Rate Schedules IT or EIT the Shipper's imbalance based on the Quantities of Gas received and delivered in the prior Month after minimizing the imbalances in accordance with Section 12.11(d) of these General Terms and Conditions. The resulting excess receipts and deliveries shall be handled as follows:

(1) Excess Receipts

When actual receipts, adjusted for Fuel Reimbursement exceed actual deliveries, an imbalance due Shipper shall be carried without charge up to the MMIQ. Any imbalance in excess of the MMIQ shall be sold by Shipper to Panhandle according to the following schedule:

<table>
<thead>
<tr>
<th>Percentage Imbalance Level in Excess of MAIQ</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0%  -  5%</td>
<td>1.1 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt; 5%  - 10%</td>
<td>1.2 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;10% - 15%</td>
<td>1.3 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;15% - 20%</td>
<td>1.4 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;20%</td>
<td>1.5 x Mid-Continent Spot Price</td>
</tr>
</tbody>
</table>
The percentage imbalance level shall be calculated by dividing the imbalance in excess of MMIQ by the actual quantity of gas received unless the percentage imbalance level would be lower if calculated using operating data provided pursuant to Section 12.9 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such operating data. Any IT or EIT excess receipts up to the MMIQ must be nominated and scheduled to be transported during the next Month. Any portion of the MMIQ existing at the end of a Month which has not been nominated and scheduled to be made up during the next Month shall be sold by Shipper to Panhandle at the 0-5% Percentage Imbalance Level in Excess of MMIQ.

(2) Excess Deliveries

When actual deliveries exceed actual receipts, adjusted for Fuel Reimbursement, an imbalance due Panhandle shall be carried without charge up to the MMIQ. Any imbalance in excess of the MMIQ shall be purchased by Shipper from Panhandle according to the following schedule:

<table>
<thead>
<tr>
<th>Percentage Imbalance Level in Excess of MMIQ</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0% - 5%</td>
<td>1.1 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt; 5% - 10%</td>
<td>1.2 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;10% - 15%</td>
<td>1.3 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;15% - 20%</td>
<td>1.4 x Mid-Continent Spot Price</td>
</tr>
<tr>
<td>&gt;20%</td>
<td>1.5 x Mid-Continent Spot Price</td>
</tr>
</tbody>
</table>

The percentage imbalance level shall be calculated by dividing the imbalance in excess of MMIQ by the actual quantity of gas delivered unless the percentage imbalance level would be lower if calculated using operating data provided pursuant to Section 12.9 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such operating data. Any IT or EIT excess deliveries up to the MMIQ must be nominated and scheduled to be
received by Panhandle from Shipper during the next Month. Any portion of the MMIQ existing at the end of a Month which has not been nominated and scheduled to be made up during the next Month shall be purchased by Shipper from Panhandle at the 0-5% Percentage Imbalance Level in Excess of MMIQ.

c) Mid-Continent Spot Price Calculation

For sales of excess receipts under Sections 12.11(a)(1) and 12.11(b)(1) herein and purchases of excess deliveries under Sections 12.11(a)(2) and 12.11(b)(2), the Mid-Continent Spot Price shall be the average of the Midcontinent, Panhandle Spot Price for Gas delivered to Panhandle from the table "NGW's Monthly Weighted Averages" for deliveries during the applicable Month in which the imbalance occurred contained in the first issue of NATURAL GAS WEEK published the following month. If the reported price referenced above is not published for the Month required, Panhandle shall determine the Mid-Continent Spot Price using another publication that publishes the spot price for Gas.

d) Minimization of Imbalances for Transportation Agreements

(1) Contract Imbalance Netting

In order to minimize the quantity of excess receipts pursuant to Sections 12.11(a)(1) and 12.11(b)(1), above and excess deliveries pursuant to Sections 12.11(a)(2) and 12.11(b)(2), above, all of a Shipper’s firm and interruptible Transportation Agreements shall be matched by Point(s) of Receipt and Point(s) of Delivery. The total quantity of Gas received and delivered under the Shipper’s Transportation Agreements within the same Operational Impact Area, as defined in Section 12.11(d)(3) below, shall be netted and excess receipts or excess deliveries shall be determined only after such netting. Such netting of contract imbalances does not relieve the Shipper of the obligation to pay all applicable transportation charges for the Quantity of Gas actually delivered to Shipper during the Month.

(2) Contract Imbalance Trading

(i) Shipper may authorize contract imbalances under Shipper’s Transportation Service Agreements within the same Operational Impact Area, as defined in Section 12.11(d)(3), to be posted for trading after the Shipper has minimized excess receipts and deliveries pursuant to Section 12.11(d)(1) above.
(ii) Authorizations to post imbalances that are received by Panhandle by 11:45 a.m. shall be effective by 8:00 a.m. the next Business Day (Central Clock Time). Imbalances authorized for posting shall be posted on or before the ninth (9th) Business Day of the Month.

(iii) Panhandle shall provide the ability to post and trade imbalances until at least the close of the seventeenth (17th) Business Day of the Month.

(iv) Shippers may trade contract imbalances with other Shippers having Transportation Agreements within the same Operational Impact Area, as defined in Section 12.11(d)(3) below. Contract imbalances must be traded with contract imbalances in the opposite direction and must move Shipper’s imbalance closer to zero. When trading imbalances, a Quantity must be specified.

(v) Panhandle shall enable the imbalance trading process by:
. Receiving the request for imbalance trade;
. Receiving the imbalance trade confirmation;
. Sending the imbalance trade notification; and
. Reflecting the trade prior to or on the next monthly Shipper imbalance or cashout.

(vi) Imbalance trades can only be withdrawn by the initiating Shipper and only prior to the confirming Shipper’s confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming Shipper and effectuated by Panhandle. Imbalance trades shall be deemed to be effectuated by Panhandle when Panhandle sends the imbalance trade notification.

(vii) After receipt of an imbalance trade confirmation, Panhandle shall send the imbalance trade notification to the initiating Shipper and the confirming Shipper no later than noon (Central Time) on the next Business Day.

(3) Operational Impact Area For purposes of this Section 12.11(d), two or more Transportation Agreements shall be deemed to be within the same Operational Impact Area only if the Transportation Agreements provide for the Transportation of Natural Gas solely within the Field Zone; or if the Transportation Agreements provide for either the receipt or delivery of Natural Gas within the Market Zone.
(e) All sales and purchases of excess receipts and excess deliveries pursuant to this Section 12 shall be deemed to take place on the first Day of the Month following the accumulation of the applicable imbalance. Settlement of accounts for such sales and purchases shall be made with the Monthly bill, for the Month in which the applicable imbalance accumulated. Settlements of sales and purchases shall be in the form of a credit to Shipper's bill in the case of sales to Panhandle, and as an addition to Shipper’s bill, in the case of sales to Shipper.

(f) Prior Month Adjustments

In the event there are adjustments to Shipper's receipts or deliveries or both applicable to a prior Month ("Prior Month Adjustment" or "PMA") such adjustments shall be used to mitigate any amount paid by Shipper or amount credited by Panhandle pursuant to Section 12.11(a) or Section 12.11(b), if applicable to the prior Month. Otherwise, the PMA will be accounted for as current Month volumes. The Shipper will not be penalized in the current Month for PMA volumes that worsen the Shipper's current accumulated imbalance.

(g) Hourly Delivery Notification

If a Shipper under Rate Schedule EFT, EIT, SCT, GDS or LFT, is duly notified by Panhandle to limit hourly deliveries to one-sixteenth of the Quantity scheduled for delivery on that Day and continues to receive more Gas at the Point(s) of Delivery than the amount allowed, Shipper shall pay $10 per Dt. or two times the Mid-Continent Spot Price calculated in accordance with Section 12.11(c), whichever is greater, for the excess deliveries in addition to all other applicable charges.

(h) Daily Scheduling Charge

(1) If the sum of actual deliveries at any Point of Delivery under Transportation Agreements varies from the Sum of Quantities of Gas scheduled for delivery at such Point of Delivery by 10% or 100 Dt., whichever is greater (hereinafter called the tolerance level) plus the available MDVQ if the delivery point operator is a DVS Party, a daily Scheduling Charge shall be assessed; provided that, no Scheduling Charge shall be assessed on an interruptible Transportation Agreement for the Day on which such Shipper's scheduled Quantity has been reduced as a result of a nomination under a Transportation Agreement for firm service during the Evening Nomination Cycle or the Intra-day 1 Nomination Cycle in Section 8.2(b) herein. The charge shall be applied to each Transportation Agreement with respect to which actual deliveries, as allocated in accordance with Section 12.10, above, vary from the scheduled Quantity in excess of the tolerance level; provided that, if the Transportation Agreement is a designated Transportation Agreement.
Agreement under a TBS Agreement, the tolerance level shall be expanded by the MDIQ, MDWQ, and available Stored Volume applicable to the designated Transportation Agreement under the TBS Agreement and if the Transportation Agreement is an underlying Transportation Agreement under Rate Schedule DVS, the tolerance level shall be increased by the MDVQ. For service under Rate Schedule FT and IT, the Scheduling Charge shall be equal to the sum of the IT Commodity rates per Dt. applicable to the Transmission Access Charge and the Transmission Mileage Charge for 401-500 miles set forth on the Currently Effective Rates for Rate Schedule FT; for service provided under Rate Schedules EFT, SCT, EIT, LFT and HFT the Scheduling Charge shall be equal to the sum of the EIT Commodity rates per Dt. applicable to the Transmission Access Charge and the Transmission Mileage Charge for 401-500 miles set forth on the Currently Effective Rates for Rate Schedule EIT.

(2) If Panhandle issues an OFO as to any portion of its system, requiring Shipper(s) to reduce scheduling variances, the tolerance level, as defined above, for that portion of its system shall be reduced from 10% to 5% and the charge for variances beyond the reduced tolerance level shall be as stated in Section 12.17 herein in lieu of the Scheduling Charge described in this Section 12.11(h)(1). For Shipper(s) under Rate Schedule SCT, the tolerance level shall be reduced from 10% to 5%, or 500 Dt., whichever is greater.

(i) Farm Tap

A Point of Delivery on Panhandle's pipeline system which is required under the terms of a right-of-way agreement between the landowner and Panhandle and at which Gas is delivered under Rate Schedules SCT or EFT for domestic and/or agricultural use shall be defined as a Farm Tap. A Shipper's deliveries at a Farm Tap shall not be subject to the terms set out in (g) and (h) above but shall be subject to the terms of (a) and (c) above. Excess receipts and excess deliveries shall be determined on a basis consistent with the measurement frequency for the Farm Tap delivery meters.

(j) Irrigation Tap

A Point of Delivery on Panhandle's pipeline system which is required under the terms of a right-of-way agreement between the landowner and Panhandle and at which Gas is delivered under Rate Schedules EFT or EIT for purposes of irrigation shall be defined as an Irrigation Tap. A Shipper's deliveries at an Irrigation Tap shall not be subject to the terms set out in (g) and (h) above but shall be subject to the terms of (a), (b) and (c) above. Excess receipts and excess deliveries shall be determined on a quarterly, rather than on a Monthly basis.
12.12 (a) Upon termination of firm Transportation Service, Shipper shall reduce to zero any remaining imbalance within 60 Days of the date that Panhandle notifies Shipper of such imbalance. Such reduction may be accomplished by assigning the imbalance within MAIQ to another firm Service Agreement as long as such assignment will not result in an imbalance in excess of MAIQ on the Service Agreement to which the imbalance is assigned. If Shipper does not reduce the remaining imbalance to zero within such period, Panhandle shall retain those quantities it owes Shipper free and clear of any adverse claims and shall charge Shipper and Shipper shall be obligated to pay for those quantities Shipper owes Panhandle at a rate equal to 1.5 times the Mid-Continent Spot Price as defined in Section 12.11(c) for the Month in which the Service Agreement terminated.

12.12 (b) Upon termination of firm Storage Service, Shipper shall withdraw, or otherwise dispose of, all of its Stored Volume by the date the firm Storage Agreement terminates. If Shipper fails to withdraw, or otherwise dispose of, all of its Stored Volume prior to the termination of the firm Storage Agreement, Panhandle may retain any remaining quantities of Stored Volume free and clear of any adverse claims; provided, however, that Panhandle will notify Shipper in writing 60 Days prior to termination of its firm Storage Agreement of the quantity of Stored Volume being held by Panhandle for Shipper's account. If Shipper in good faith disagrees with the Quantity of Stored Volume set forth in the notification required above, then within 15 days of such notification, Shipper shall notify Panhandle in writing of such dispute and request a reconciliation. If, as of the date of termination of Shipper's firm Storage Agreement, the Quantity of Stored Volume contained in Panhandle's notice has not been finally reconciled and such failure to reconcile results in a retention hereunder by Panhandle, then title to the difference between the Quantity subject to retention according to Panhandle's records and that reflected on Shipper's records shall not finally pass to Panhandle until such reconciliation has been completed. Panhandle shall extend the time available for Shipper to remove its Gas from storage by one Day for every Day that Shipper has been unable to withdraw properly nominated gas due to operational or force majeure conditions on Panhandle's system.

12.13 Unauthorized Gas

Panhandle shall have the right to dispose of Unauthorized Gas as follows:

(a) Unauthorized Receipts

When Unauthorized Gas is delivered to Panhandle, Panhandle shall purchase the Unauthorized Gas from the operator of the Point(s) of Receipt at which the Unauthorized Gas is received at 50% of the Mid-Continent Spot Price, as defined in Section 12.11(c), for the Month in which the Unauthorized Gas is delivered to Panhandle.
(b) Unauthorized Gas Deliveries

When Unauthorized Gas is taken from Panhandle, it shall be assigned to the Transportation Agreements between Panhandle and the operator of the Point(s) of Delivery at which the Unauthorized Gas is taken and shall be treated as unauthorized overruns and, if applicable, Monthly imbalances under such agreements. If there are no Transportation Agreements between Panhandle and the operator of the Point(s) of Delivery at which the Unauthorized Gas is taken, Panhandle shall sell the Unauthorized Gas to the operator at 150 percent of the Mid-Continent Spot Market Price, as defined in Section 12.11(c) for the Month in which the Unauthorized Gas is taken.

12.14 Unauthorized Overrun Receipts

Panhandle shall notify Shipper of excess receipts in order to permit Shipper to reduce receipt quantities. If the excess receipts continue and such receipts jeopardize the safety of the pipeline or Panhandle's ability to serve other Shippers, Panhandle shall be entitled to refuse to accept such excess receipts. If, despite such refusal the excess receipts continue all further excess receipts as to which notice has been given shall be treated as excess receipts under Section 12.11(a) or (b) with a percentage imbalance level greater than 20%.

12.15 Storage Related Transportation

In order to accommodate the transportation to and from Storage used to meet Winter Period requirements, the Maximum Daily Contract Quantity in the Transportation Agreement shall be reduced during the Summer Period in accordance with this Section 12.15.

(a) For Transportation to and from Storage provided by Panhandle under Rate Schedule WS, PS or FS, the Maximum Daily Contract Quantity in the Summer Period shall be reduced if the Transportation Agreement provides that:

(i) During the Summer Period the sole primary Point of Delivery is the WS Point or PS Point; and the Maximum Daily Contract Quantity at the Point(s) of Receipt is equal to the Maximum Daily Injection Quantity, adjusted for Fuel Reimbursement, under Rate Schedule WS, PS or FS; and

(ii) During the Winter Period the sole primary Point of Receipt is the WS Point or the PS Point; and the sole primary Point of Delivery is the outlet side of Panhandle's pipeline facilities that interconnect Panhandle's system with the facilities of Shipper or Shipper's designee; and the Maximum Daily Contract Quantity at the primary Point of Receipt is
equal to the Maximum Daily Withdrawal Quantity, adjusted for Fuel Reimbursement, under Rate Schedule WS, PS or FS.

(b) For transportation to and from storage provided by a person other than Panhandle, the Maximum Daily Contract Quantity in the Summer Period shall be reduced if the Transportation Agreement provides that:

(i) During the Summer Period the sole primary Point of Delivery is the outlet side of Panhandle’s pipeline facilities that interconnect Panhandle’s system with the facilities of another person; and the Maximum Daily Contract Quantity at the Point(s) of Receipt is equal to the Maximum Daily Injection Quantity, adjusted for Fuel Reimbursement, under the Shipper’s firm Storage service agreement;

(ii) During the Winter Period the sole primary Point of Receipt shall be the inlet side of Panhandle’s pipeline facilities that interconnect Panhandle’s system with the facilities of another person; the sole primary Point of Delivery is the outlet side of Panhandle’s pipeline facilities that interconnect Panhandle’s system with the facilities of Shipper or Shipper’s designee; and the Maximum Daily Contract Quantity at the Point of Receipt is equal to the Maximum Daily Withdrawal Quantity, adjusted for Fuel Reimbursement, under the Shipper’s firm Storage service agreement; and

(iii) The primary Point of Delivery in the Summer Period and the primary Point of Receipt in the Winter Period is an interconnection in the Market Zone between Panhandle’s facilities and the facilities of another person that can both receive Gas from, and deliver Gas to, Panhandle and that delivers to Panhandle for the account of the Shipper, under the affected Transportation Agreement only Quantities that have been withdrawn from firm Storage.

Panhandle shall not execute a Service Agreement for storage related transportation to or from an interconnection with another person until the Shipper provides Panhandle with written verification that it is entitled to receive storage service, with an MDIQ and MDWQ, adjusted as appropriate for Fuel Reimbursement, matching the MDCQ the Shipper has requested at the interconnection during the Summer and Winter Periods, and that the Shipper is entitled to require that such Quantities be received from and delivered to Panhandle during the Summer and Winter Periods. Storage related transportation may be suspended if and to the extent that the Shipper does not subsequently verify (1) that it continues to be entitled to receive a firm storage service, (2) the Shipper’s MDIQ, MDWQ, and MSQ (3) Quantities the Shipper is entitled to require to be received from, and delivered to, Panhandle at the interconnection, and (4) the Shipper’s Stored Volumes at the beginning of the Winter Period.
(c) A Shipper with a Storage Related Transportation Agreement whose Maximum Daily Contract Quantity has been reduced in accordance with this Section 12.15 may identify secondary Point(s) of Receipt and Point(s) of Delivery in the Transportation Agreement and may nominate Quantities of Gas at such Point(s) in accordance with Sections 10 and 11 of these General Terms and Conditions. In addition, the Shipper may change the primary and secondary Point(s) of Receipt and Delivery in accordance with Section 10.5 and Section 11.9 of these General Terms and Conditions. If the Shipper changes the primary Point(s) of Receipt or Point(s) of Delivery, and the Transportation Agreement no longer qualifies under the terms of this Section 12.15 for the reduced Maximum Daily Contract Quantity during the Summer period, the Maximum Daily Contract Quantity during the Winter Period shall apply throughout the year as of the Day the change in the primary point(s) becomes effective.

12.16 Unauthorized Overrun Penalty

(a) If on any Day during the month, Shipper takes Quantities of Gas in excess of the MDCQ as stated in the Transportation Agreement or Quantities of Gas in excess of the MDIQ or MDWQ as stated in the Storage Agreement and such Quantity has not been scheduled by Panhandle, then, in addition to the Overrun Charge set forth in the applicable Rate Schedule, Shipper shall be subject to an Unauthorized Overrun Penalty of two times the greater of the highest daily price published in Gas Daily, Daily Price Survey, Citygates - Chicago LDCs or Citygates - Mich.- Mich Con for the day (Saturday and Sunday shall be the preceding Friday price) that Unauthorized Overrun Penalties are incurred for each Dt. taken in excess of the greater of the MDCQ, MDIQ, or MDWQ, as applicable, or the scheduled Quantity of Gas. For purposes of determining the Quantities of Gas subject to the Unauthorized Overrun Penalty provided for in this Section 12.16, Panhandle will allow a daily tolerance of four (4) percent of the MDCQ, MDIQ, or MDWQ, as applicable, or fifty (50) Dt. whichever is greater, and on a monthly basis there will be a two (2) percent tolerance. The Quantities of Gas subject to an Unauthorized Overrun Penalty each month shall be the greater of (1) the sum of the daily Unauthorized Overrun Penalty volumes after the four (4) percent daily tolerance; or (2) the monthly Unauthorized Overrun Penalty volumes determined after the two (2) percent monthly tolerance.

(b) Aggregation by Shipper

For purposes of calculating the daily tolerance and the Quantity of Gas subject to the Unauthorized Overrun Penalty under this Section 12.16, a Shipper shall be permitted to aggregate the MDCQs of its firm Transportation Agreements at a designated Point of Delivery. For purposes of aggregation under this Section 12.16(b), Shipper shall have scheduled quantities under the firm Transportation Agreements to be aggregated to no other Point of Delivery.
(c) Panhandle will use the quality specifications, including Btu measurements, shown at the meter with no retroactive adjustment applied in determining the Unauthorized Overrun Penalty provided for in this Section 12.16.

(d) If a Shipper takes Quantities of Gas in excess of MDCQ which cause a Shipper to incur an Unauthorized Overrun Penalty under this Section 12.16, such Quantities of Gas will not be considered in any calculation of an otherwise applicable Daily Scheduling Charge pursuant to Section 12.11(h)(1) of the General Terms and Conditions. However, if Panhandle has issued an OFO, the penalty provided for in Section 12.17(f)(ii) below shall apply in lieu of the Unauthorized Overrun Penalty in this Section 12.16.

12.17 Operational Flow Orders

(a) Conditions for the Issuance of an Operational Flow Order

Panhandle will have the right to issue an Operational Flow Order (OFO) when, in Panhandle’s reasonable judgment, such OFO is required to alleviate conditions which threaten or could threaten system integrity, safety or reliability of service or to ensure Shipper(s) compliance with the provisions contained in this Tariff. An OFO may be issued to a particular Shipper(s) creating the need for the OFO or to Shippers on all or part of the system, when in the absence of such Shipper(s) action(s), an OFO would not be required. When an OFO is issued, Panhandle will endeavor to minimize the Shippers and Quantities affected. In this regard, Panhandle will not require Shipper(s) under Rate Schedules EFT and SCT in the affected segment to restrict takes at a Point(s) of Delivery during any hour to one-sixteenth of the nominated and scheduled Quantity to the Point(s) for the Day unless deliveries to other Shipper(s) in the affected segment have been ordered to be within the tolerance levels set forth in this Section 12.17.

(b) Circumstances Under Which an OFO May Be Issued

Panhandle may issue an OFO in any circumstance which would, in Panhandle’s reasonable judgment, impair Panhandle’s ability to receive or deliver Quantities of Gas in accordance with its service obligations including, but not limited to, when:

(i) operating pressures on the affected portion of the system are significantly less than or greater than normal system operating pressures despite Panhandle’s efforts to maintain normal pressures and a further decline or increase in operating pressures would impair Panhandle’s ability to receive or deliver scheduled Quantities of Gas;

(ii) a Shipper fails to maintain receipts or deliveries as required in this tariff;
(iii) unscheduled pipeline maintenance and repairs affect capacity;

(iv) wells or pipelines or other essential equipment freeze to the extent that such freezing damages or destroys or otherwise impairs Panhandle's essential facilities or ability to monitor and control essential facilities or results in the loss of supplies of natural gas from other pipelines, Panhandle's storage facilities or producers of Gas;

(v) a loss of Gas supply from producers, storage providers or other suppliers reduces pressure or supplies available for delivery;

(vi) Federal or state rules, regulations, orders, such as safety inspection orders and environmental safety orders, require Panhandle to reduce operating pressures in, or remove from service, a portion of Panhandle's system facilities;

(vii) a mechanical or physical failure affects Panhandle's ability to deliver or receive gas or operate storage, including, but not limited to, pipeline failure, compressor failure, regulator failure, or other similar mechanical or physical failure;

(viii) a partial or total failure of electronic and communications systems impairs Panhandle's ability to monitor or control Panhandle's system;

(ix) external operations, including but not limited to highway construction, require Panhandle to reduce operating pressures in, or remove from service, a portion of Panhandle's system facilities; or

(x) a Shipper's failure to comply with the provisions of this Tariff that adversely affects the operations of Panhandle's pipeline system including, but not limited to, a Shipper's failure to adhere to the quality of gas specifications set forth in Section 3 of these General Terms and Conditions.

(c) Remedial Actions to Be Taken Before Issuing an OFO

Prior to issuing an OFO Panhandle will take all reasonable actions to minimize the issuance and adverse consequences of the OFO. These actions may include, but are not limited to, requiring firm shippers to utilize primary Points of Receipt and Delivery and compliance with the provisions of this Tariff and the Service Agreement.
Notice

(i) Panhandle will provide as much advance notice of an OFO as is possible in the circumstances. Ordinarily, the notice will be issued by 10:30 a.m. CT on the Day before the OFO is to be effective. The OFO will ordinarily become effective at the commencement of the Day. When operating conditions so require, Panhandle may issue the notice of the OFO after 10:30 a.m. and may provide that the OFO will become effective before the commencement of the next Day. When an OFO becomes effective at any time other than the commencement of any Day, Shippers will use their best efforts to comply with the OFO as soon as possible but in no event later than two hours, after which the applicable Scheduling Charges or Unauthorized Overrun Penalty provided for in this Section 12.17 shall apply.

(ii) Panhandle shall issue notice of an OFO by notifying the affected meter operator(s) and Shippers(s) through the Messenger® system, the Web Site and by telephone, and facsimile or via e-mail communication. Panhandle will post notification of, and provide updated information concerning, the OFO on the Messenger® System and the Web Site at the commencement of each Day until Panhandle notifies the affected meter operator(s) and the Shipper(s) that the OFO has ended. Each Shipper and point operator shall designate one or more persons for Panhandle to contact on operational matters on a 24-hour a day, 365 days a year basis. Telephone and facsimile numbers as well as e-mail address must be provided for such person or persons. If Panhandle is unable to contact any Shipper or point operator because that Shipper's or point operator's contact person(s) is unavailable, such Shipper or point operator shall be responsible for any consequences arising from such failure of communications.

(iii) Each notice will provide the time and date of issuance of the OFO, the time the OFO is to become effective, the time the OFO is expected to remain in effect, the action required to be taken by the Shipper(s), the reason for issuing the OFO, together with the operating variables providing the basis for issuing the OFO, and any other information which may be required in the circumstances.

(iv) Within a reasonable period of time following the end of the OFO, Panhandle will post on the Messenger® System and the Web Site a report detailing the conditions that required the issuance and termination of the OFO.
(e) Remedial Action to Be Taken

The OFO shall require the Shipper(s) subject to the OFO to take such action(s) or refrain from such action(s) as necessary to alleviate the conditions set forth in Sections 12.17(a) and 12.17(b). These actions include, but are not limited to, the elimination of Unauthorized Overruns and the reduction of scheduling variances. If the OFO requires the elimination of Unauthorized Overruns and the reduction of scheduling variances, the OFO shall reduce the daily tolerance level for Unauthorized Overruns to zero and shall reduce the tolerance level for scheduling variances from 10% to 5% and require Shipper(s) to maintain scheduling variances to the tolerance level stated in the notice. For Shipper(s) under Rate Schedule SCT, the tolerance level shall be reduced from 10% to 5%, or 500 Dt., whichever is greater.

(f) Penalties for Noncompliance With the OFO

Except as provided in Section 12.17(d)(i), if a Shipper does not comply with the OFO, then:

(i) for an OFO requiring Shipper(s) to reduce scheduling variances, Shipper shall pay for variances in excess of the reduced tolerance level of 5% or 500 Dt. for Shippers under Rate Schedule SCT and 5% for Shipper(s) under other Rate Schedules, the greater of (a) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, Citygates - Chicago LDCs or Citygates - Mich.-Mich Con, whichever is greater, for the day (Saturday and Sunday shall be the preceding Friday price) that Daily Scheduling Charges are incurred, or (b) the following:

<table>
<thead>
<tr>
<th>Variance</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5% - 10%</td>
<td>$ 25.00 per Dt.</td>
</tr>
<tr>
<td>&gt;10% - 15%</td>
<td>$ 50.00 per Dt.</td>
</tr>
<tr>
<td>&gt;15% - 50%</td>
<td>$100.00 per Dt.</td>
</tr>
<tr>
<td>&gt;50%</td>
<td>$200.00 per Dt.</td>
</tr>
</tbody>
</table>

(ii) for an OFO requiring Shipper(s) to eliminate Unauthorized Overruns, Shipper shall pay for all Quantities taken in excess of the reduced daily tolerance of zero, the greater of (a) two (2) times the highest daily price published in Gas Daily, Daily Price Survey, Citygates - Chicago LDCs or Citygates - Mich.-Mich Con, whichever is greater, for the day (Saturday and Sunday shall be the preceding Friday price) that Unauthorized Overrun Penalties are incurred, or (b) the following:
<table>
<thead>
<tr>
<th>Overrun</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0% - 5%</td>
<td>$15.00 per Dt.</td>
</tr>
<tr>
<td>&gt; 5% - 10%</td>
<td>$25.00 per Dt.</td>
</tr>
<tr>
<td>&gt;10% - 15%</td>
<td>$50.00 per Dt.</td>
</tr>
<tr>
<td>&gt;15% - 50%</td>
<td>$100.00 per Dt.</td>
</tr>
<tr>
<td>&gt;50%</td>
<td>$200.00 per Dt.</td>
</tr>
</tbody>
</table>

The above overrun tiers shall be determined by comparing the aggregate amount of contract entitlement nominated to a Point of Delivery with the aggregated amount of Gas flowing through such Point of Delivery. It shall be the responsibility of the meter operator at a Point of Delivery to provide in writing to Panhandle an allocation by contract of the gas flowing through such meter.

If a Shipper takes Quantities of Gas in excess of MDCQ which cause a Shipper to incur a penalty under this Section 12.17(f)(ii), such Quantities of Gas will not be considered in any calculation of an otherwise applicable penalty pursuant to Section 12.17(f)(i).

For purposes of calculating the Unauthorized Overrun Penalty under this Section 12.17, a Shipper shall be permitted to aggregate the MDCQs of its firm Transportation Agreements at a designated Point of Delivery. For purposes of aggregation under this Section 12.17(f), Shipper shall have scheduled quantities under the firm Transportation Agreements to be aggregated to no other Point of Delivery.

(iii) for any other OFO, Shipper shall, for all Quantities tendered or taken in violation of the OFO, pay two (2) times the greater of the highest daily price published in Gas Daily, Daily Price Survey, Citygates - Chicago LDCs or Citygates - Mich.-Mich Con for the day (Saturday and Sunday shall be the preceding Friday price) that OFO penalties are incurred.

(g) Indemnification

Compliance with an OFO and the other terms and conditions of Panhandle’s FERC Gas Tariff is essential to Panhandle’s ability to provide deliveries and services under all rate schedules. A failure by one or more Shippers to comply with an OFO may affect Panhandle’s ability to provide such deliveries and services. In such event and in addition to other provisions hereof and not in lieu of any other remedies or defenses available in law or at equity with respect to any person, Panhandle will have no liability or responsibility for its inability to provide deliveries and services to any Shipper failing to comply with an OFO and will be indemnified and held harmless by the Shipper(s) failing to comply with Panhandle’s FERC Gas Tariff and in particular the provisions of this Section 12.17.
against any claims related to the failure to provide deliveries and services, except to the extent such claims are the result of Panhandle’s negligence, bad faith or wilful misconduct.

12.18 Third-Party Management Services

Subject to the conditions set forth in this Section, a Shipper may obtain services from a third-party provider to manage imbalances between actual receipts and deliveries; to manage variances between scheduled and actual deliveries; and to supply gas for overruns.

(a) Panhandle and the third-party provider have entered into an agreement which defines how such provider will accommodate Shipper's imbalances, scheduling variances, or overruns, how the provider is to make the corresponding operational changes, the limitations on the level of imbalances, scheduling variances and overruns to be accommodated and the consequences if such levels are exceeded or operational changes are not made. The agreement must provide Panhandle with the ability to call on the third-party provider on a basis consistent with service offered by the third-party provider to the Shipper. The agreement must also specify a predetermined allocation methodology and shall specify the extent to which and the conditions under which the Shipper shall be kept whole because the third-party provider is agreeing to take the imbalance, scheduling variance or overrun. If there is an operational balancing agreement at the point at which the imbalance management service is to be provided, the agreement must also provide that Panhandle shall not be responsible for balancing within the agreed limits of the management service.

(b) Panhandle and the Shipper have entered into an agreement designating the Service Agreements for which the third-party provider will take the imbalance, scheduling variance, or overrun and designating the point(s) at which the third-party provider will provide the imbalance management service. The point(s) designated must have electronic real-time metering or must be otherwise agreeable to Panhandle.

The conditions set forth in this Section are minimum conditions that all third-party providers and Shippers utilizing such services must satisfy. When a specific third-party management service is proposed, Panhandle may require the third-party provider and Shipper to satisfy additional conditions. Panhandle shall not be obligated to enter into any agreement to accept third-party imbalance management services which would, in Panhandle’s reasonable judgment, impair its ability to meet its existing system requirements or which would not relieve Panhandle of the need to manage (to the extent of the third-party service) the Shipper’s imbalances, scheduling variances and overruns.
13. CONSTRUCTION OF NEW RECEIPT OR DELIVERY FACILITIES

All requests for new interconnects must be made in writing. The party requesting the new interconnect shall reimburse Panhandle or cause Panhandle to be reimbursed for any and all reasonable costs and expenses incurred in constructing, establishing or modifying the facilities required to establish a new interconnection on existing facilities for receipt or delivery of Gas hereunder. Such reimbursement shall be received by Panhandle prior to commencement of service, unless otherwise agreed. In the alternative, the party requesting the interconnect may perform the construction at its own cost in compliance with Panhandle’s technical requirements. In this regard, all new receipt and delivery meters shall require EGM which shall be owned by Panhandle and all new delivery meters shall require a Flow Control Device with pressure override features that can be remotely operated by Panhandle. Panhandle also must be the custody transfer party at the proposed facility.

In addition to the above requirements, Panhandle will agree to construct a new interconnect or modify an existing interconnect on the following terms:

1. The construction of the new interconnect will not create any significant operational problems for Panhandle;

2. The proposed interconnect will not adversely affect the rendition of existing service or adversely alter the operation of the pipeline system;

3. The new interconnect must be at a mutually agreeable location on the Panhandle system; provided, however, that Panhandle may not deny a customer’s request for specific placement of the interconnect without adequate operational, environmental, or legal justification;

4. In order to properly and prudently design and size the new interconnect, Panhandle must be provided with reasonable and reliable data concerning the interconnecting facilities, including delivery pressures, and anticipated hourly, daily, monthly and annual volume levels of the service that supports the new interconnect and such other data as is reasonably required to construct the interconnect facility;

5. The new interconnect must not result in any minimum pressure receipt or delivery requirement by Panhandle, unless Panhandle agrees otherwise, such agreement shall not be unreasonably withheld, and Panhandle shall not be responsible for any downstream parties’ facilities, the operation or maintenance of such facilities, or the delivery of any unauthorized volumes to the facilities;
(6) The service supporting the interconnect as well as the construction of the new facilities must conform with the provisions of Panhandle's currently effective FERC Gas Tariff as well as applicable regulatory requirements;

(7) The proposed interconnect must not cause Panhandle to be in violation of any applicable environmental or safety laws or regulations with respect to the facilities required to establish an interconnect with Panhandle's existing facilities; and

(8) The proposed interconnect must not cause Panhandle to be in violation of its right-of-way agreements or any other contractual obligations with respect to the interconnect facilities.

Panhandle will respond to each request for interconnect facilities within sixty (60) days after receiving a written request containing reasonably sufficient and reliable information necessary for Panhandle to make a determination pursuant to this Section 13.
14. POOLING AND IN-FIELD TRANSFERS OF STORAGE INVENTORY

14.1 Pooling

(a) A Transportation Agreement may become a Corresponding Transportation Agreement by: (1) designating a Pool Point as a Point of Receipt, and (2) designating a Pooling Transportation Agreement(s) as the Transportation Agreement delivering Gas to the Corresponding Transportation Agreement at the Pool Point. The Maximum Daily Contract Quantity of the Corresponding Transportation Agreement assigned to the Pool Point shall not be less than the Maximum Daily Contract Quantities of the firm Pooling Transportation Agreement(s) designated in the Corresponding Transportation Agreement.

Deliveries under the Pooling Transportation Agreement(s) designated in the Corresponding Transportation Agreement on any Day shall be equivalent to the total Quantities of Gas nominated for receipt at the Pool Point under the Corresponding Transportation Agreement.

(b) Quantities of Gas delivered at the Pool Point under a Pooling Transportation Agreement shall be deemed to have been delivered to the extent of the total amount of Corresponding Shipper's nominated Quantities of receipt at the Pool Point. It shall be the responsibility of the Shipper under the Pooling Transportation Agreement to assure that the total nominations of Gas to be received at the Pool Point under the Corresponding Transportation Agreement is in balance with the total Quantities of Gas such Shipper causes to be received into Panhandle's system, adjusted for Fuel Reimbursement. If the Pooling Shipper has executed a Gas Parking Service Agreement and if the Pooling Shipper has so elected in accordance with the terms of Rate Schedule GPS, Panhandle shall utilize the Pooling Shipper's Gas Parking account to balance the total Quantities of Gas delivered to the Pool Point with the total nominations of gas to be received at the Pool Point under the Corresponding Transportation Agreement. To facilitate scheduling of Corresponding Transportation Agreements, Panhandle shall accept from the Pooling Shipper a prescribed methodology for ranking of Corresponding Shippers' nominated Quantities for receipt at the Pool Point. Such methodology shall be provided by the Pooling Shipper to Panhandle by the nomination deadline for the applicable nomination cycle. In the absence of such methodology, scheduling shall be pro-rata.

Each Shipper under a Corresponding Transportation Agreement shall be responsible for assuring that its receipts are in balance with the amounts of its deliveries, adjusted for Fuel Reimbursement.
(c) In addition to the other requirements herein, the Shipper under the Pooling Transportation Agreement at the time of nomination shall identify each Corresponding Shipper, the Corresponding Transportation Agreement and shall state the Quantities of Gas to be delivered to each Corresponding Shipper under each Corresponding Transportation Agreement at the Pool Point.

14.2 In-Field Title Transfers of Storage Inventory

(a) A Shipper under a Storage Rate Schedule may transfer by sale or otherwise Stored Volumes to any Shipper under another Service Agreement that receives Storage service from the same Storage area, either Market Area Storage Facilities, or Field Area Storage Facilities, if:

(i) Both the transferee and transferor of the Stored Volumes provides Panhandle with verification of the transfer in writing;

(ii) The transfer does not cause the Stored Volumes to exceed the Maximum Stored Quantity specified in any Service Agreement; and

(iii) The transfer does not cause the transferor or transferee to be in violation of any requirement of Rate Schedule PS.

(iv) The transfer does not result in an increase in Panhandle's injection or withdrawal obligations that would impair Panhandle's ability to meet all of its service obligations of equal or higher priority.

(b) Panhandle will recognize the transfer for purposes of computing available Stored Volumes and applicable Withdrawal and Injection Quantities on a prospective basis within one Business Day after receiving the written verification required by Section 14.2(a)(i).
15. PROCEDURES FOR CAPACITY RELEASE

15.1 Service Rights That May Be Released

(a) The Service Agreements of a Releasing Shipper with Service Agreements under Rate Schedule FT, EFT, IOS, WS, PS, FS, LFT or HFT may be released, in whole or in part, to a Replacement Shipper for any time period up to the remaining term of the Service Agreement.

(b) A Releasing Shipper is a Shipper that has executed a Release Notice in accordance with Section 15.2.

(c) A Replacement Shipper is a party that (1) meets the eligibility criteria for Shippers set forth in Section 6, including the credit standards set forth in Section 6.2, except that Panhandle shall not require the Replacement Shipper to make the prepayment required by Section 6.9, (2) accepts assignment of the Service Agreement of a Releasing Shipper pursuant to this Section 15, and, (3) executes a Capacity Release Service Agreement as prescribed by this Tariff. Panhandle will issue and execute an Addendum to the Capacity Release Service Agreement when the Releasing Shipper's Service Agreement is awarded to the Replacement Shipper.

(d) A Replacement Shipper may release, in whole or in part, the Addendum to its Capacity Release Service Agreement as a Releasing Shipper pursuant to this Section 15.

15.2 Initiation of the Release of Service Rights

(a) A Releasing Shipper may initiate the release of its Service Agreement by electronically submitting a Release Notice in the form prescribed by this Tariff. Such Release Notice shall be posted on the Messenger® system. Panhandle shall accept the upload of prearranged capacity release transactions. A Releasing Shipper may withdraw its Release Notice at any time prior to the close of the posting period where unanticipated circumstances justify and no minimum bid has been made.

(b) In the Release Notice the Releasing Shipper must specify the term, quantity and Minimum Rate expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer that the Releasing Shipper is willing to accept and whether the release is subject to recall and the applicable recall conditions as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper.
The Releasing Shipper may specify further objective and nondiscriminatory conditions in its Release Notice, such as alternative economic criteria for evaluating bids which may include highest rate, net revenues or present value, whether volumetrically stated bids will be accepted, whether a volumetric commitment is required, alternative methods for breaking ties, whether contingent bids will be accepted and, if so, the method by which contingent bids will be evaluated and when the contingency must be removed, and whether bids for a portion of the capacity offered will be accepted or whether a prepayment deposit, not to exceed the prepayment deposit set forth in Section 6.9, will be required to be paid to the Releasing Shipper; provided, however, the Releasing Shipper may not specify conditions which are in conflict with the Service Agreement, the applicable Rate Schedule, or these General Terms and Conditions. Releasing Shipper shall also specify whether the Replacement Shipper is (a) an asset manager as defined in Section 284.8(h)(3) of the Commission’s Regulations and, if so, include the volumetric level of the asset manager’s delivery or purchase obligation and the time period during which that obligation is in effect or (b) a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission’s Regulations.

Panhandle shall support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission.

(c) The Releasing Shipper may arrange for the release of its Service Agreement to a Designated Replacement Shipper prior to submitting its Release Notice to Panhandle. Such Designated Replacement Shipper must be on the approved bidders list and shall acknowledge the Release Notice through the Messenger® system as a prerequisite to the posting of the Release Notice. However, the release will not become effective except as provided in this Section 15.

15.3 Posting

(a) Shipper will post the information provided in each Release Notice on the Messenger® system. The posting will include the MDCQ or MSQ available for release, the Points of Receipt and Delivery and the released quantity for each point, the term of the release, whether the release is firm or recallable and the recall conditions, if applicable, the Minimum Rate expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer that the Releasing Shipper will accept, and any other conditions the Releasing Shipper specifies for the release in accordance with Section 15.2(b).

(b) The posting will commence upon receipt of the Release Notice; unless otherwise specified by the Releasing Shipper.
15.4 Bidding For Capacity Releases

(a) Except as provided in Section 15.4(b), a party must bid on the Messenger® system to accept release of the Service Agreement under the conditions posted in conjunction with a Release Notice. Bids must be expressed in dollars and cents, percentage of Maximum Rate, or index-based formula as detailed in the capacity release offer, whichever is stated in the Release Notice. The maximum reservation rate that may be bid shall not exceed the Maximum Rate for the applicable service being released as set forth on the applicable Currently Effective Rates; provided, however, no rate limitation applies to the release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Panhandle is notified of the release. In order to submit a valid bid, any party, including a Designated Replacement Shipper, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 6 of these General Terms and Conditions and must have executed a Capacity Release Service Agreement with Panhandle in the form as set forth in this Tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies Panhandle to the contrary, no longer meets the credit qualifications in Section 6.2 of these General Terms and Conditions or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 17 of these General Terms and Conditions.

(b) A release is deemed non-biddable when the Releasing Shipper notifies Panhandle in its Release Notice that it has arranged for the release of its Service Agreement to a Designated Replacement Shipper in accordance with Section 15.2(c) and the capacity release is one of the following:

(i) A capacity release for any period of thirty-one (31) Days or less. A Releasing Shipper shall not roll over, extend or in any way continue such capacity release to the same Replacement Shipper until 28 days after the first release period has ended. This 28-day period does not apply to any release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding set forth in Sections 15.4(b)(ii), (iii) or (iv) below.

(ii) A capacity release for more than one year at the maximum tariff rate.

(iii) A capacity release to an asset manager as defined in Section 284.8(h)(3) of the Commission’s Regulations.
(iv) A capacity release to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission’s Regulations.

Such non-biddable releases shall be submitted electronically and shall be posted on the Messenger® system upon confirmation by the Replacement Shipper. The Capacity Release Service Agreement Addendum number shall be provided when such release is posted.

For non-biddable releases:

- The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:
  - Timely Cycle 12:00 Noon
  - Evening Cycle 5:00 p.m.
  - Intraday 1 Cycle 9:00 a.m.
  - Intraday 2 Cycle 1:30 p.m.
  - Intraday 3 Cycle 6:00 p.m.

- The capacity release addendum is issued within one hour of the award posting (with a new capacity release addendum number, when applicable).

- Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.

(c) Bids to accept the released Service Agreement must specifically identify any contingencies and may be made through the Messenger® system only. If the Releasing Shipper requires a prepayment deposit, the party submitting the bid must concurrently submit the prepayment deposit through Electronic Funds Transfer to a designated bank account established by Panhandle.

(d) The capacity release procedure is applicable to all parties involved in the Capacity Release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided Panhandle with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and 3) there are no special terms or conditions of the release. Further, Panhandle may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear
terms and conditions (e.g. designation of an index not supported by Panhandle). All stated times are Central Clock Time on a Business Day.

(i) For biddable releases (1 year or less)

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.

- Open season ends at 10:00 a.m. on the same or a subsequent Business Day.

- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.

- If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.

- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon

- The capacity release addendum is issued within one hour of the award posting (with a new capacity release addendum number, when applicable).

- Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.

(ii) For biddable releases (more than 1 year)

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.

- Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.

- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.

- If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.

- The capacity release addendum is issued within one hour of the award posting (with a new capacity release addendum number, when applicable).

- Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.

(iii) For index-based capacity release transactions, the Releasing Shipper shall provide the necessary information and instructions to support the chosen methodology. If the Releasing Shipper specifies a bid evaluation methodology other than highest rate, net revenue or present value, or a permanent release or any other special conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period will cause Gas flow to be at least one day later than Gas could flow under the timeline set forth in Section 15.4(d)(i) or Section 15.4(d)(ii).

(e) A party may submit only one bid at a time in response to a Release Notice. Once a party has submitted a bid, it may withdraw the bid through the Messenger® system at any time prior to the close of the posting period specified in Section 15.3(c) without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid. If a bid is not withdrawn prior to the close of the posting period, the bid shall be binding on the party submitting the bid, subject to the satisfaction of any contingencies the Releasing Shipper permits to be satisfied after the close of the bidding period.

(f) Bids to accept releases will be posted on the Messenger® system with any contingencies identified and with the bidder's identity deleted.

15.5 Selection of Replacement Shipper

(a) The Addendum to the Capacity Release Service Agreement will be issued to the Replacement Shipper whose bid provides the greatest economic value, as defined by the Releasing Shipper in accordance with Section 15.2(b) or, if the Releasing Shipper does not specify a method of determining economic value, the economic value will be determined by utilizing the present value method, and whose bid meets all the conditions placed upon the release by the Releasing Shipper as provided for in Section 15.2(b), provided that if the Releasing Shipper has permitted contingent bids, the selection of a Replacement
Shipper may be delayed in accordance with the contingencies permitted in the Release Notice. If the bids of two or more Replacement Shippers provide the same economic value and both meet all the conditions placed upon the release, Panhandle will tender the Addendum to the Capacity Release Service Agreement to the Replacement Shipper who submitted its bid first unless, in accordance with Section 15.2(b), the Releasing Shipper has specified an alternative method for breaking ties, in which event the method specified by the Releasing Shipper shall be used. If there are multiple bids meeting the minimum conditions, Panhandle shall rank the bids and award the bids, best bid first, until all offered capacity is awarded. The Capacity Release Service Agreement Addendum number shall be assigned when capacity is awarded.

(b) If the Releasing Shipper has notified Panhandle in the Release Notice that it has arranged a Designated Replacement Shipper and no party is eligible to submit a bid for the release, Panhandle will issue the Addendum to the Capacity Release Service Agreement to the Designated Replacement Shipper.

(c) If the Releasing Shipper has notified Panhandle in the Release Notice that it has arranged a Designated Replacement Shipper who has agreed to pay less than the applicable Maximum Rate for the service, the Designated Replacement Shipper may match the bid that has the greatest economic value within the time period specified in Section 15.4.

(d) Panhandle will issue the Addendum to the Capacity Release Service Agreement within one hour of the posting of the award of a release. If all the information provided by the Releasing Shipper, bidder, and Designated Replacement Shipper is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, Panhandle will issue and execute the Addendum at the same time.

(e) Panhandle shall post the winning bid and bidder on the Messenger® system for ninety (90) Days.

(f) If an Addendum to the Capacity Release Service Agreement is not tendered to a party submitting a prepayment deposit with its bid, the prepayment deposit will be refunded with carrying charges to such party within two (2) Business Days.

15.6 Rights and Obligations of Releasing Shipper

(a) Except as provided in Section 15.6(e), the Releasing Shipper shall continue to be responsible to Panhandle for all reservation charges and reservation surcharges for Transportation or Storage service provided pursuant to the Shipper's applicable Service Agreement and all other charges and surcharges that would be charged to the Releasing Shipper if the Service Agreement had not been released. The Releasing Shipper will not be responsible for Commodity charges.
or volumetric surcharges which are applicable under Panhandle's Tariff to Quantities of Gas actually transported except as provided in Section 15.6(b) below for a Releasing Shipper with a Negotiated Rate.

(b) A credit will be included on each of the Releasing Shipper's monthly bills to reflect the reservation fee invoiced to Replacement Shippers excluding any reservation charge credit that Replacement Shipper may have received pursuant to Section 28 and excluding any negotiated marketing fee retained by Panhandle pursuant to Section 15.8 provided, however, that Panhandle and Releasing Shipper may, in connection with a Negotiated Rate based on a rate design other than straight fixed variable, agree upon a payment obligation and crediting mechanism that varies from or is in addition to the provisions of this Section 15.6 in order to establish the basis of accounting for revenues from a Replacement Shipper as a means of preserving the economic bases of the Negotiated Rate. In the event of a release with a volumetrically stated rate, the rate shall be no greater than the 100% load factor equivalent of Panhandle's maximum reservation charge currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill for reservation charges applicable to such service. Notwithstanding the above, no 100% load factor equivalent limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which Panhandle is notified of the release.

If a Replacement Shipper fails to pay all or any part of the reservation fee so credited within thirty (30) days of its due date, then such unpaid amount will be charged to the Releasing Shipper's next monthly bill and will be due and payable by the Releasing Shipper in accordance with Section 17 of these General Terms and Conditions.

The payment of the reservation charge by the Replacement Shipper on a one-part volumetric basis shall not relieve Panhandle, the Releasing Shipper or the Replacement Shipper from their obligations to conform to all of the terms and conditions of this Section 15.

(c) When a Releasing Shipper assigns Transportation service rights under Rate Schedule FT, EFT, LFT or HFT, the MAIQ under the Transportation Agreement will be reduced proportionately by the amount of MDCQ released. Any imbalance in excess of this reduced MAIQ must be reduced to the new tolerance level in the month following the completion of the release to avoid balancing charges pursuant to Section 12.11.

(d) When a Releasing Shipper partially releases its service rights under a Service Agreement by releasing service rights between specific Point(s) of Receipt and Delivery or by releasing only a portion of the Maximum Daily Contract Quantity, the Releasing Shipper's Service Agreement shall be deemed to be modified in
accordance with the release and the Releasing Shipper may not utilize the service rights released during the term of the release.

(e) If the Releasing Shipper’s Service Agreement is released permanently for the remaining term of the agreement, subject to Panhandle’s agreement, the Releasing Shipper shall have no further responsibility or obligations under the Service Agreement. Such permanent release shall provide the same economic value as the original underlying agreement, or such difference shall be funded by the Releasing Shipper, unless Panhandle agrees otherwise.

(f) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Panhandle, Panhandle’s Tariff should specify whether the quantity should be expressed in terms of a) total released capacity entitlements or b) adjusted total released capacity entitlements based upon the elapsed prorata capacity. The capacity entitlements resulting from the use of either a) or b) should be the same. The recall notification to Panhandle shall specify the Quantity in terms of total released capacity entitlements.

15.7 Rights and Obligations of the Replacement Shipper

(a) A Replacement Shipper shall have all the rights and obligations specified under the applicable Rate Schedule, Service Agreement, and General Terms and Conditions unless the conditions prescribed for the release require otherwise.

(b) A Replacement Shipper shall have the right to reserve primary point capacity up to its contract demand, subject to available capacity.

(c) When the Capacity Release Service Agreement Addendum is issued, a Replacement Shipper may submit nominations pursuant to Section 8 of these General Terms and Conditions for the next available nomination cycle and any nomination cycle thereafter for which the Addendum to the Capacity Release Service Agreement is effective.

(d) The Replacement Shipper will be responsible for any imbalance between receipts of Gas and deliveries of Gas, and for all costs and all rates, charges, penalties and fees for Transportation or Storage service provided under the Capacity Release Service Agreement.

(e) Commodity charges and volumetric surcharges which are applicable under Panhandle’s Tariff to Quantities of Gas actually transported shall be a separately stated charge on the Replacement Shipper’s Monthly Bill and shall be at the Maximum Rate contained on the Currently Effective Rates unless Panhandle agrees to a lesser rate.
(f) Replacement Shippers for a capacity release with a term of one year or less that are paying a rate which exceeds the Maximum Rate shall be considered to be paying the Maximum Rate for purposes of scheduling and curtailment.

15.8 Marketing Fee

The Releasing Shipper and Panhandle may agree that, in return for Panhandle actively marketing the Releasing Shipper's Service Agreement, Panhandle will reduce the Releasing Shipper's invoice credit by a negotiated marketing fee.

15.9 Requests to Purchase Releasable Capacity

Any party may initiate a request to purchase releasable firm capacity by following the instructions posted on Panhandle’s Informational Postings Web Site located at http://peplmessenger.energytransfer.com under “Notices, Request to Purchase Releasable Capacity.” The form shall specify the terms and conditions of the request and the location of the posting on Panhandle’s Informational Postings Web Site. Such offer to purchase released capacity shall be posted on Panhandle’s Web Site for 30 Days.
15. PROCEDURES FOR CAPACITY RELEASE

15.1 Service Rights That May Be Released

(a) The Service Agreements of a Releasing Shipper with Service Agreements under Rate Schedule FT, EFT, IOS, WS, PS, FS, LFT or HFT may be released, in whole or in part, to a Replacement Shipper for any time period up to the remaining term of the Service Agreement.

(b) A Releasing Shipper is a Shipper that has executed a Release Notice in accordance with Section 15.2.

(c) A Replacement Shipper is a party that (1) meets the eligibility criteria for Shippers set forth in Section 6, including the credit standards set forth in Section 6.2, except that Panhandle shall not require the Replacement Shipper to make the prepayment required by Section 6.9, (2) accepts assignment of the Service Agreement of a Releasing Shipper pursuant to this Section 15, and, (3) executes a Capacity Release Service Agreement as prescribed by this Tariff. Panhandle will issue and execute an Addendum to the Capacity Release Service Agreement when the Releasing Shipper's Service Agreement is awarded to the Replacement Shipper.

(d) A Replacement Shipper may release, in whole or in part, the Addendum to its Capacity Release Service Agreement as a Releasing Shipper pursuant to this Section 15.

15.2 Initiation of the Release of Service Rights

(a) A Releasing Shipper may initiate the release of its Service Agreement by electronically submitting a Release Notice in the form prescribed by this Tariff. Such Release Notice shall be posted on the Messenger® system. Panhandle shall accept the upload of prearranged capacity release transactions. A Releasing Shipper may withdraw its Release Notice at any time prior to the close of the posting period where unanticipated circumstances justify and no minimum bid has been made.

(b) In the Release Notice the Releasing Shipper must specify the term, quantity and Minimum Rate expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer that the Releasing Shipper is willing to accept and whether the release is subject to recall and the applicable recall conditions as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper.
The Releasing Shipper may specify further objective and nondiscriminatory conditions in its Release Notice, such as alternative economic criteria for evaluating bids which may include highest rate, net revenues or present value, whether volumetrically stated bids will be accepted, whether a volumetric commitment is required, alternative methods for breaking ties, whether contingent bids will be accepted and, if so, the method by which contingent bids will be evaluated and when the contingency must be removed, and whether bids for a portion of the capacity offered will be accepted or whether a prepayment deposit, not to exceed the prepayment deposit set forth in Section 6.9, will be required to be paid to the Releasing Shipper; provided, however, the Releasing Shipper may not specify conditions which are in conflict with the Service Agreement, the applicable Rate Schedule, or these General Terms and Conditions. Releasing Shipper shall also specify whether the Replacement Shipper is (a) an asset manager as defined in Section 284.8(h)(3) of the Commission’s Regulations and, if so, include the volumetric level of the asset manager’s delivery or purchase obligation and the time period during which that obligation is in effect or (b) a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission’s Regulations.

Panhandle shall support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission.

(c) The Releasing Shipper may arrange for the release of its Service Agreement to a Designated Replacement Shipper prior to submitting its Release Notice to Panhandle. Such Designated Replacement Shipper must be on the approved bidders list and shall acknowledge the Release Notice through the Messenger® system as a prerequisite to the posting of the Release Notice. However, the release will not become effective except as provided in this Section 15.

15.3 Posting

(a) Shipper will post the information provided in each Release Notice on the Messenger® system. The posting will include the MDCQ or MSQ available for release, the Points of Receipt and Delivery and the released quantity for each point, the term of the release, whether the release is firm or recallable and the recall conditions, if applicable, the Minimum Rate expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer that the Releasing Shipper will accept, and any other conditions the Releasing Shipper specifies for the release in accordance with Section 15.2(b).

(b) The posting will commence upon receipt of the Release Notice; unless otherwise specified by the Releasing Shipper.
15.4 Bidding For Capacity Releases

(a) Except as provided in Section 15.4(b), a party must bid on the Messenger® system to accept release of the Service Agreement under the conditions posted in conjunction with a Release Notice. Bids must be expressed in dollars and cents, percentage of Maximum Rate, or index-based formula as detailed in the capacity release offer, whichever is stated in the Release Notice. The maximum reservation rate that may be bid shall not exceed the Maximum Rate for the applicable service being released as set forth on the applicable Currently Effective Rates; provided, however, no rate limitation applies to the release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Panhandle is notified of the release. In order to submit a valid bid, any party, including a Designated Replacement Shipper, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 6 of these General Terms and Conditions and must have executed a Capacity Release Service Agreement with Panhandle in the form as set forth in this Tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies Panhandle to the contrary, no longer meets the credit qualifications in Section 6.2 of these General Terms and Conditions or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 17 of these General Terms and Conditions.

(b) A release is deemed non-biddable when the Releasing Shipper notifies Panhandle in its Release Notice that it has arranged for the release of its Service Agreement to a Designated Replacement Shipper in accordance with Section 15.2(c) and the capacity release is one of the following:

(i) A capacity release for any period of thirty-one (31) Days or less. A Releasing Shipper shall not roll over, extend or in any way continue such capacity release to the same Replacement Shipper until 28 days after the first release period has ended. This 28-day period does not apply to any release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding set forth in Sections 15.4(b)(ii), (iii) or (iv) below.

(ii) A capacity release for more than one year at the maximum tariff rate.

(iii) A capacity release to an asset manager as defined in Section 284.8(h)(3) of the Commission’s Regulations.
(iv) A capacity release to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission’s Regulations.

Such non-biddable releases shall be submitted electronically and shall be posted on the Messenger® system upon confirmation by the Replacement Shipper. The Capacity Release Service Agreement Addendum number shall be provided when such release is posted.

For non-biddable releases:

Timely Cycle
- posting of prearranged deals not subject to bid are due by 10:30 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.
(Central Clock Time)

Evening Cycle
- posting of prearranged deals not subject to bid are due by 5:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.
(Central Clock Time)

Intraday 1 Cycle
- posting of prearranged deals not subject to bid are due by 9:00 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.
(Central Clock Time)

Intraday 2 Cycle
- posting of prearranged deals not subject to bid are due by 4:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.
(Central Clock Time)

(c) Bids to accept the released Service Agreement must specifically identify any contingencies and may be made through the Messenger® system only. If the Releasing Shipper requires a prepayment deposit, the party submitting the bid must concurrently submit the prepayment deposit through Electronic Funds Transfer to a designated bank account established by Panhandle.
(d) The capacity release procedure is applicable to all parties involved in the Capacity Release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided Panhandle with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and 3) there are no special terms or conditions of the release. Further, Panhandle may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by Panhandle). All stated times are Central Clock Time on a Business Day.

(i) For biddable releases (1 year or less)

12:00 p.m. Time by which Releasing Shipper shall post the Release Notice on the Messenger® system

1:00 p.m. Bidding period ends
Evaluation period begins during which contingency is eliminated, determination of best bid is made and ties are broken

2:00 p.m. Evaluation period ends and award posting if no match required
Match or award is communicated to Designated Replacement Shipper

2:30 p.m. Match response is due from Designated Replacement Shipper

3:00 p.m. Award posting where match is required to Replacement Shipper or Designated Replacement Shipper

The capacity release addendum number will be issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the Capacity Release Service Agreement Addendum. (Central Clock Time)

(ii) For biddable releases (more than 1 year)

12:00 p.m. Releasing Shipper shall post the Release Notice on the Messenger® system four Business Days before award
1:00 p.m. Open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three Business Days). Evaluation period begins during which contingency is eliminated, determination of best bid is made and ties are broken.

2:00 p.m. Evaluation period ends and award posting if no match required. Match or award is communicated to Designated Replacement Shipper.

2:30 p.m. Match response is due from Designated Replacement Shipper.

3:00 p.m. Award posting where match is required to Replacement Shipper or Designated Replacement Shipper.

The capacity release addendum number will be issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the Capacity Release Service Agreement Addendum. (Central Clock Time)

(iii) For index-based capacity release transactions, the Releasing Shipper shall provide the necessary information and instructions to support the chosen methodology. If the Releasing Shipper specifies a bid evaluation methodology other than highest rate, net revenue or present value, or a permanent release or any other special conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period will cause Gas flow to be at least one day later than Gas could flow under the timeline set forth in Section 15.4(d)(i) or Section 15.4(d)(ii).

(e) A party may submit only one bid at a time in response to a Release Notice. Once a party has submitted a bid, it may withdraw the bid through the Messenger® system at any time prior to the close of the posting period specified in Section 15.3(c) without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid. If a bid is not withdrawn prior to the close of the posting period, the bid shall be binding on the party submitting the bid, subject to the satisfaction of any contingencies the Releasing Shipper permits to be satisfied after the close of the bidding period.
15.5 Selection of Replacement Shipper

(a) The Addendum to the Capacity Release Service Agreement will be issued to the Replacement Shipper whose bid provides the greatest economic value, as defined by the Releasing Shipper in accordance with Section 15.2(b) or, if the Releasing Shipper does not specify a method of determining economic value, the economic value will be determined by utilizing the present value method, and whose bid meets all the conditions placed upon the release by the Releasing Shipper as provided for in Section 15.2(b), provided that if the Releasing Shipper has permitted contingent bids, the selection of a Replacement Shipper may be delayed in accordance with the contingencies permitted in the Release Notice. If the bids of two or more Replacement Shippers provide the same economic value and both meet all the conditions placed upon the release, Panhandle will tender the Addendum to the Capacity Release Service Agreement to the Replacement Shipper who submitted its bid first unless, in accordance with Section 15.2(b), the Releasing Shipper has specified an alternative method for breaking ties, in which event the method specified by the Releasing Shipper shall be used. If there are multiple bids meeting the minimum conditions, Panhandle shall rank the bids and award the bids, best bid first, until all offered capacity is awarded. The Capacity Release Service Agreement Addendum number shall be assigned when capacity is awarded.

(b) If the Releasing Shipper has notified Panhandle in the Release Notice that it has arranged a Designated Replacement Shipper and no party is eligible to submit a bid for the release, Panhandle will issue the Addendum to the Capacity Release Service Agreement to the Designated Replacement Shipper.

(c) If the Releasing Shipper has notified Panhandle in the Release Notice that it has arranged a Designated Replacement Shipper who has agreed to pay less than the applicable Maximum Rate for the service, the Designated Replacement Shipper may match the bid that has the greatest economic value within the time period specified in Section 15.4.

(d) Panhandle will issue the Addendum to the Capacity Release Service Agreement within one hour of the posting of the award of a release. If all the information provided by the Releasing Shipper, bidder, and Designated Replacement Shipper is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, Panhandle will issue and execute the Addendum at the same time.

(e) Panhandle shall post the winning bid and bidder on the Messenger® system for ninety (90) Days.
(f) If an Addendum to the Capacity Release Service Agreement is not tendered to a party submitting a prepayment deposit with its bid, the prepayment deposit will be refunded with carrying charges to such party within two (2) Business Days.

15.6 Rights and Obligations of Releasing Shipper

(a) Except as provided in Section 15.6(e), the Releasing Shipper shall continue to be responsible to Panhandle for all reservation charges and reservation surcharges for Transportation or Storage service provided pursuant to the Shipper's applicable Service Agreement and all other charges and surcharges that would be charged to the Releasing Shipper if the Service Agreement had not been released. The Releasing Shipper will not be responsible for Commodity charges or volumetric surcharges which are applicable under Panhandle's Tariff to Quantities of Gas actually transported except as provided in Section 15.6(b) below for a Releasing Shipper with a Negotiated Rate.

(b) A credit will be included on each of the Releasing Shipper's monthly bills to reflect the reservation fee invoiced to Replacement Shippers excluding any reservation charge credit that Replacement Shipper may have received pursuant to Section 28 and excluding any negotiated marketing fee retained by Panhandle pursuant to Section 15.8 provided, however, that Panhandle and Releasing Shipper may, in connection with a Negotiated Rate based on a rate design other than straight fixed variable, agree upon a payment obligation and crediting mechanism that varies from or is in addition to the provisions of this Section 15.6 in order to establish the basis of accounting for revenues from a Replacement Shipper as a means of preserving the economic bases of the Negotiated Rate. In the event of a release with a volumetrically stated rate, the rate shall be no greater than the 100% load factor equivalent of Panhandle’s maximum reservation charge currently applicable to the service released and shall be credited to the Releasing Shipper’s monthly bill for reservation charges applicable to such service. Notwithstanding the above, no 100% load factor equivalent limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which Panhandle is notified of the release.

If a Replacement Shipper fails to pay all or any part of the reservation fee so credited within thirty (30) days of its due date, then such unpaid amount will be charged to the Releasing Shipper's next monthly bill and will be due and payable by the Releasing Shipper in accordance with Section 17 of these General Terms and Conditions.

The payment of the reservation charge by the Replacement Shipper on a one-part volumetric basis shall not relieve Panhandle, the Releasing Shipper or the
Replacement Shipper from their obligations to conform to all of the terms and conditions of this Section 15.

(c) When a Releasing Shipper assigns Transportation service rights under Rate Schedule FT, EFT, LFT or HFT, the MAIQ under the Transportation Agreement will be reduced proportionately by the amount of MDCQ released. Any imbalance in excess of this reduced MAIQ must be reduced to the new tolerance level in the month following the completion of the release to avoid balancing charges pursuant to Section 12.11.

(d) When a Releasing Shipper partially releases its service rights under a Service Agreement by releasing service rights between specific Point(s) of Receipt and Delivery or by releasing only a portion of the Maximum Daily Contract Quantity, the Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the release and the Releasing Shipper may not utilize the service rights released during the term of the release.

(e) If the Releasing Shipper's Service Agreement is released permanently for the remaining term of the agreement, subject to Panhandle’s agreement, the Releasing Shipper shall have no further responsibility or obligations under the Service Agreement. Such permanent release shall provide the same economic value as the original underlying agreement, or such difference shall be funded by the Releasing Shipper, unless Panhandle agrees otherwise.

(f) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Panhandle, Panhandle's Tariff should specify whether the quantity should be expressed in terms of a) total released capacity entitlements or b) adjusted total released capacity entitlements based upon the elapsed prorata capacity. The capacity entitlements resulting from the use of either a) or b) should be the same. The recall notification to Panhandle shall specify the Quantity in terms of total released capacity entitlements.

15.7 Rights and Obligations of the Replacement Shipper

(a) A Replacement Shipper shall have all the rights and obligations specified under the applicable Rate Schedule, Service Agreement, and General Terms and Conditions unless the conditions prescribed for the release require otherwise.

(b) A Replacement Shipper shall have the right to reserve primary point capacity up to its contract demand, subject to available capacity.

(c) When the Capacity Release Service Agreement Addendum is issued, a Replacement Shipper may submit nominations pursuant to Section 8 of these General Terms and Conditions for the next available nomination cycle and any
nomination cycle thereafter for which the Addendum to the Capacity Release Service Agreement is effective.

(d) The Replacement Shipper will be responsible for any imbalance between receipts of Gas and deliveries of Gas, and for all costs and all rates, charges, penalties and fees for Transportation or Storage service provided under the Capacity Release Service Agreement.

(e) Commodity charges and volumetric surcharges which are applicable under Panhandle's Tariff to Quantities of Gas actually transported shall be a separately stated charge on the Replacement Shipper's Monthly Bill and shall be at the Maximum Rate contained on the Currently Effective Rates unless Panhandle agrees to a lesser rate.

(f) Replacement Shippers for a capacity release with a term of one year or less that are paying a rate which exceeds the Maximum Rate shall be considered to be paying the Maximum Rate for purposes of scheduling and curtailment.

15.8 Marketing Fee

The Releasing Shipper and Panhandle may agree that, in return for Panhandle actively marketing the Releasing Shipper's Service Agreement, Panhandle will reduce the Releasing Shipper's invoice credit by a negotiated marketing fee.

15.9 Requests to Purchase Releasable Capacity

Any party may initiate a request to purchase releasable firm capacity by following the instructions posted on Panhandle’s Informational Postings Web Site located at http://peplmessenger.energytransfer.com under “Notices, Request to Purchase Releasable Capacity.” The form shall specify the terms and conditions of the request and the location of the posting on Panhandle’s Informational Postings Web Site. Such offer to purchase released capacity shall be posted on Panhandle’s Web Site for 30 Days.
15. PROCEDURES FOR CAPACITY RELEASE

15.1 Service Rights That May Be Released

(a) The Service Agreements of a Releasing Shipper with Service Agreements under Rate Schedule FT, EFT, IOS, WS, PS, FS, LFT or HFT may be released, in whole or in part, to a Replacement Shipper for any time period up to the remaining term of the Service Agreement.

(b) A Releasing Shipper is a Shipper that has executed a Release Notice in accordance with Section 15.2.

(c) A Replacement Shipper is a party that (1) meets the eligibility criteria for Shippers set forth in Section 6, including the credit standards set forth in Section 6.2, except that Panhandle shall not require the Replacement Shipper to make the prepayment required by Section 6.9, (2) accepts assignment of the Service Agreement of a Releasing Shipper pursuant to this Section 15, and, (3) executes a Capacity Release Service Agreement as prescribed by this Tariff. Panhandle will issue and execute an Addendum to the Capacity Release Service Agreement when the Releasing Shipper's Service Agreement is awarded to the Replacement Shipper.

(d) A Replacement Shipper may release, in whole or in part, the Addendum to its Capacity Release Service Agreement as a Releasing Shipper pursuant to this Section 15.

15.2 Initiation of the Release of Service Rights

(a) A Releasing Shipper may initiate the release of its Service Agreement by electronically submitting a Release Notice in the form prescribed by this Tariff. Such Release Notice shall be posted on the Messenger® system. Panhandle shall accept the upload of prearranged capacity release transactions. A Releasing Shipper may withdraw its Release Notice at any time prior to the close of the posting period where unanticipated circumstances justify and no minimum bid has been made.

(b) In the Release Notice the Releasing Shipper must specify the term, quantity and Minimum Rate expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer that the Releasing Shipper is willing to accept and whether the release is subject to recall and the applicable recall conditions as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper.
The Releasing Shipper may specify further objective and nondiscriminatory conditions in its Release Notice, such as alternative economic criteria for evaluating bids which may include highest rate, net revenues or present value, whether volumetrically stated bids will be accepted, whether a volumetric commitment is required, alternative methods for breaking ties, whether contingent bids will be accepted and, if so, the method by which contingent bids will be evaluated and when the contingency must be removed, and whether bids for a portion of the capacity offered will be accepted or whether a prepayment deposit, not to exceed the prepayment deposit set forth in Section 6.9, will be required to be paid to the Releasing Shipper; provided, however, the Releasing Shipper may not specify conditions which are in conflict with the Service Agreement, the applicable Rate Schedule, or these General Terms and Conditions. Releasing Shipper shall also specify whether the Replacement Shipper is (a) an asset manager as defined in Section 284.8(h)(3) of the Commission’s Regulations and, if so, include the volumetric level of the asset manager’s delivery or purchase obligation and the time period during which that obligation is in effect or (b) a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission’s Regulations.

Panhandle shall support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission.

(c) The Releasing Shipper may arrange for the release of its Service Agreement to a Designated Replacement Shipper prior to submitting its Release Notice to Panhandle. Such Designated Replacement Shipper must be on the approved bidders list and shall acknowledge the Release Notice through the Messenger® system as a prerequisite to the posting of the Release Notice. However, the release will not become effective except as provided in this Section 15.

15.3 Posting

(a) Shipper will post the information provided in each Release Notice on the Messenger® system. The posting will include the MDCQ or MSQ available for release, the Points of Receipt and Delivery and the released quantity for each point, the term of the release, whether the release is firm or recallable and the recall conditions, if applicable, the Minimum Rate expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer that the Releasing Shipper will accept, and any other conditions the Releasing Shipper specifies for the release in accordance with Section 15.2(b).

(b) The posting will commence upon receipt of the Release Notice; unless otherwise specified by the Releasing Shipper.
15.4  Bidding For Capacity Releases

(a)  Except as provided in Section 15.4(b), a party must bid on the Messenger® system to accept release of the Service Agreement under the conditions posted in conjunction with a Release Notice. Bids must be expressed in dollars and cents, percentage of Maximum Rate, or index-based formula as detailed in the capacity release offer, whichever is stated in the Release Notice. The maximum reservation rate that may be bid shall not exceed the Maximum Rate for the applicable service being released as set forth on the applicable Currently Effective Rates; provided, however, no rate limitation applies to the release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Panhandle is notified of the release. In order to submit a valid bid, any party, including a Designated Replacement Shipper, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 6 of these General Terms and Conditions and must have executed a Capacity Release Service Agreement with Panhandle in the form as set forth in this Tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies Panhandle to the contrary, no longer meets the credit qualifications in Section 6.2 of these General Terms and Conditions or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 17 of these General Terms and Conditions.

(b)  No bids are required for Service Agreements where the Releasing Shipper notifies Panhandle in its Release Notice that it has arranged for the release of its Service Agreement to a Designated Replacement Shipper that is on the approved bidders list and the capacity release is one of the following:

(i)  A capacity release for any period of thirty-one (31) Days or less. A Releasing Shipper shall not roll over, extend or in any way continue such capacity release to the same Replacement Shipper until 28 days after the first release period has ended. This 28-day period does not apply to any release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding set forth in Sections 15.4(b)(ii), (iii) or (iv) below.

(ii)  A capacity release for more than one year at the maximum tariff rate.

(iii)  A capacity release to an asset manager as defined in Section 284.8(h)(3) of the Commission’s Regulations.
(iv) A capacity release to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission’s Regulations.

Such releases for which no bids are required may be submitted electronically and shall be posted on the Messenger® system upon confirmation by the Replacement Shipper. The Capacity Release Service Agreement Addendum number shall be provided when such release is posted.

For non-biddable releases:

Timely Cycle
- posting of prearranged deals not subject to bid are due by 10:30 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.
(Central Clock Time)

Evening Cycle
- posting of prearranged deals not subject to bid are due by 5:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.
(Central Clock Time)

Intraday 1 Cycle
- posting of prearranged deals not subject to bid are due by 9:00 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.
(Central Clock Time)

Intraday 2 Cycle
- posting of prearranged deals not subject to bid are due by 4:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.
(Central Clock Time)

(c) Bids to accept the released Service Agreement must specifically identify any contingencies and may be made through the Messenger® system only. If the Releasing Shipper requires a prepayment deposit, the party submitting the bid must concurrently submit the prepayment deposit through Electronic Funds Transfer to a designated bank account established by Panhandle.
The capacity release procedure is applicable to all parties involved in the Capacity Release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided Panhandle with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and 3) there are no special terms or conditions of the release. Further, Panhandle may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by Panhandle).

All stated times are Central Clock Time on a Business Day.

(i) For biddable releases (1 year or less)

12:00 p.m. Time by which Releasing Shipper shall post the Release Notice on the Messenger® system

1:00 p.m. Bidding period ends
Evaluation period begins during which contingency is eliminated, determination of best bid is made and ties are broken

2:00 p.m. Evaluation period ends and award posting if no match required
Match or award is communicated to Designated Replacement Shipper

2:30 p.m. Match response is due from Designated Replacement Shipper

3:00 p.m. Award posting where match is required to Replacement Shipper or Designated Replacement Shipper

The capacity release addendum number will be issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the Capacity Release Service Agreement Addendum. (Central Clock Time)

(ii) For biddable releases (more than 1 year)

12:00 p.m. Releasing Shipper shall post the Release Notice on the Messenger® system four Business Days before award
1:00 p.m. Open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three Business Days). Evaluation period begins during which contingency is eliminated, determination of best bid is made and ties are broken.

2:00 p.m. Evaluation period ends and award posting if no match required. Match or award is communicated to Designated Replacement Shipper.

2:30 p.m. Match response is due from Designated Replacement Shipper.

3:00 p.m. Award posting where match is required to Replacement Shipper or Designated Replacement Shipper.

The capacity release addendum number will be issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the Capacity Release Service Agreement Addendum. (Central Clock Time)

(iii) For index-based capacity release transactions, the Releasing Shipper shall provide the necessary information and instructions to support the chosen methodology. If the Releasing Shipper specifies a bid evaluation methodology other than highest rate, net revenue or present value, or a permanent release or any other special conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period will cause Gas flow to be at least one day later than Gas could flow under the timeline set forth in Section 15.4(d)(i) or Section 15.4(d)(ii).

(e) A party may submit only one bid at a time in response to a Release Notice. Once a party has submitted a bid, it may withdraw the bid through the Messenger® system at any time prior to the close of the posting period specified in Section 15.3(c) without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid. If a bid is not withdrawn prior to the close of the posting period, the bid shall be binding on the party submitting the bid, subject to the satisfaction of any contingencies the Releasing Shipper permits to be satisfied after the close of the bidding period.
(f) Bids to accept releases will be posted on the Messenger® system with any contingencies identified and with the bidder's identity deleted.

15.5 Selection of Replacement Shipper

(a) The Addendum to the Capacity Release Service Agreement will be issued to the Replacement Shipper whose bid provides the greatest economic value, as defined by the Releasing Shipper in accordance with Section 15.2(b) or, if the Releasing Shipper does not specify a method of determining economic value, the economic value will be determined by utilizing the present value method, and whose bid meets all the conditions placed upon the release by the Releasing Shipper as provided for in Section 15.2(b), provided that if the Releasing Shipper has permitted contingent bids, the selection of a Replacement Shipper may be delayed in accordance with the contingencies permitted in the Release Notice. If the bids of two or more Replacement Shippers provide the same economic value and both meet all the conditions placed upon the release, Panhandle will tender the Addendum to the Capacity Release Service Agreement to the Replacement Shipper who submitted its bid first unless, in accordance with Section 15.2(b), the Releasing Shipper has specified an alternative method for breaking ties, in which event the method specified by the Releasing Shipper shall be used. If there are multiple bids meeting the minimum conditions, Panhandle shall rank the bids and award the bids, best bid first, until all offered capacity is awarded. The Capacity Release Service Agreement Addendum number shall be assigned when capacity is awarded.

(b) If the Releasing Shipper has notified Panhandle in the Release Notice that it has arranged a Designated Replacement Shipper and no party is eligible to submit a bid for the release, Panhandle will issue the Addendum to the Capacity Release Service Agreement to the Designated Replacement Shipper.

(c) If the Releasing Shipper has notified Panhandle in the Release Notice that it has arranged a Designated Replacement Shipper who has agreed to pay less than the applicable Maximum Rate for the service, the Designated Replacement Shipper may match the bid that has the greatest economic value within the time period specified in Section 15.4.

(d) Panhandle will issue the Addendum to the Capacity Release Service Agreement within one hour of the posting of the award of a release. If all the information provided by the Releasing Shipper, bidder, and Designated Replacement Shipper is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, Panhandle will issue and execute the Addendum at the same time.

(e) Panhandle shall post the winning bid and bidder on the Messenger® system for ninety (90) Days.
(f) If an Addendum to the Capacity Release Service Agreement is not tendered to a party submitting a prepayment deposit with its bid, the prepayment deposit will be refunded with carrying charges to such party within two (2) Business Days.

15.6 Rights and Obligations of Releasing Shipper

(a) Except as provided in Section 15.6(e), the Releasing Shipper shall continue to be responsible to Panhandle for all reservation charges and reservation surcharges for Transportation or Storage service provided pursuant to the Shipper's applicable Service Agreement and all other charges and surcharges that would be charged to the Releasing Shipper if the Service Agreement had not been released. The Releasing Shipper will not be responsible for Commodity charges or volumetric surcharges which are applicable under Panhandle's Tariff to Quantities of Gas actually transported except as provided in Section 15.6(b) below for a Releasing Shipper with a Negotiated Rate.

(b) A credit will be included on each of the Releasing Shipper's monthly bills to reflect the reservation fee invoiced to Replacement Shippers excluding any reservation charge credit that Replacement Shipper may have received pursuant to Section 28 and excluding any negotiated marketing fee retained by Panhandle pursuant to Section 15.8 provided, however, that Panhandle and Releasing Shipper may, in connection with a Negotiated Rate based on a rate design other than straight fixed variable, agree upon a payment obligation and crediting mechanism that varies from or is in addition to the provisions of this Section 15.6 in order to establish the basis of accounting for revenues from a Replacement Shipper as a means of preserving the economic bases of the Negotiated Rate. In the event of a release with a volumetrically stated rate, the rate shall be no greater than the 100% load factor equivalent of Panhandle's maximum reservation charge currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill for reservation charges applicable to such service. Notwithstanding the above, no 100% load factor equivalent limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which Panhandle is notified of the release.

If a Replacement Shipper fails to pay all or any part of the reservation fee so credited within thirty (30) days of its due date, then such unpaid amount will be charged to the Releasing Shipper's next monthly bill and will be due and payable by the Releasing Shipper in accordance with Section 17 of these General Terms and Conditions.

The payment of the reservation charge by the Replacement Shipper on a one-part volumetric basis shall not relieve Panhandle, the Releasing Shipper or the
Replacement Shipper from their obligations to conform to all of the terms and conditions of this Section 15.

(c) When a Releasing Shipper assigns Transportation service rights under Rate Schedule FT, EFT, LFT or HFT, the MAIQ under the Transportation Agreement will be reduced proportionately by the amount of MDCQ released. Any imbalance in excess of this reduced MAIQ must be reduced to the new tolerance level in the month following the completion of the release to avoid balancing charges pursuant to Section 12.11.

(d) When a Releasing Shipper partially releases its service rights under a Service Agreement by releasing service rights between specific Point(s) of Receipt and Delivery or by releasing only a portion of the Maximum Daily Contract Quantity, the Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the release and the Releasing Shipper may not utilize the service rights released during the term of the release.

(e) If the Releasing Shipper's Service Agreement is released permanently for the remaining term of the agreement, subject to Panhandle’s agreement, the Releasing Shipper shall have no further responsibility or obligations under the Service Agreement. Such permanent release shall provide the same economic value as the original underlying agreement, or such difference shall be funded by the Releasing Shipper, unless Panhandle agrees otherwise.

(f) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Panhandle, Panhandle's Tariff should specify whether the quantity should be expressed in terms of a) total released capacity entitlements or b) adjusted total released capacity entitlements based upon the elapsed prorata capacity. The capacity entitlements resulting from the use of either a) or b) should be the same. The recall notification to Panhandle shall specify the Quantity in terms of total released capacity entitlements.

15.7 Rights and Obligations of the Replacement Shipper

(a) A Replacement Shipper shall have all the rights and obligations specified under the applicable Rate Schedule, Service Agreement, and General Terms and Conditions unless the conditions prescribed for the release require otherwise.

(b) A Replacement Shipper shall have the right to reserve primary point capacity up to its contract demand, subject to available capacity.

(c) When the Capacity Release Service Agreement Addendum is issued, a Replacement Shipper may submit nominations pursuant to Section 8 of these General Terms and Conditions for the next available nomination cycle and any
nomination cycle thereafter for which the Addendum to the Capacity Release Service Agreement is effective.

(d) The Replacement Shipper will be responsible for any imbalance between receipts of Gas and deliveries of Gas, and for all costs and all rates, charges, penalties and fees for Transportation or Storage service provided under the Capacity Release Service Agreement.

(e) Commodity charges and volumetric surcharges which are applicable under Panhandle's Tariff to Quantities of Gas actually transported shall be a separately stated charge on the Replacement Shipper's Monthly Bill and shall be at the Maximum Rate contained on the Currently Effective Rates unless Panhandle agrees to a lesser rate.

(f) Replacement Shippers for a capacity release with a term of one year or less that are paying a rate which exceeds the Maximum Rate shall be considered to be paying the Maximum Rate for purposes of scheduling and curtailment.

15.8 Marketing Fee

The Releasing Shipper and Panhandle may agree that, in return for Panhandle actively marketing the Releasing Shipper's Service Agreement, Panhandle will reduce the Releasing Shipper's invoice credit by a negotiated marketing fee.

15.9 Requests to Purchase Releasable Capacity

Any party may initiate a request to purchase releasable firm capacity by following the instructions posted on Panhandle's Informational Postings Web Site located at http://peplmessenger.energytransfer.com under “Notices, Request to Purchase Releasable Capacity.” The form shall specify the terms and conditions of the request and the location of the posting on Panhandle’s Informational Postings Web Site. Such offer to purchase released capacity shall be posted on Panhandle’s Web Site for 30 Days.
15. PROCEDURES FOR CAPACITY RELEASE

15.1 Service Rights That May Be Released

(a) The Service Agreements of a Releasing Shipper with Service Agreements under Rate Schedule FT, EFT, IOS, WS, PS, FS, LFT or HFT may be released, in whole or in part, to a Replacement Shipper for any time period up to the remaining term of the Service Agreement.

(b) A Releasing Shipper is a Shipper that has executed a Release Notice in accordance with Section 15.2.

(c) A Replacement Shipper is a party that (1) meets the eligibility criteria for Shippers set forth in Section 6, including the credit standards set forth in Section 6.2, except that Panhandle shall not require the Replacement Shipper to make the prepayment required by Section 6.9, (2) accepts assignment of the Service Agreement of a Releasing Shipper pursuant to this Section 15, and, (3) executes a Capacity Release Service Agreement as prescribed by this Tariff. Panhandle will issue and execute an Addendum to the Capacity Release Service Agreement when the Releasing Shipper's Service Agreement is awarded to the Replacement Shipper.

(d) A Replacement Shipper may release, in whole or in part, the Addendum to its Capacity Release Service Agreement as a Releasing Shipper pursuant to this Section 15.

15.2 Initiation of the Release of Service Rights

(a) A Releasing Shipper may initiate the release of its Service Agreement by electronically submitting a Release Notice in the form prescribed by this Tariff. Such Release Notice shall be posted on the Messenger® system. Panhandle shall accept the upload of prearranged capacity release transactions. A Releasing Shipper may withdraw its Release Notice at any time prior to the close of the posting period where unanticipated circumstances justify and no minimum bid has been made.

(b) In the Release Notice the Releasing Shipper must specify the term, quantity and Minimum Rate expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer that the Releasing Shipper is willing to accept and whether the release is subject to recall and the applicable recall conditions as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper.
The Releasing Shipper may specify further objective and nondiscriminatory conditions in its Release Notice, such as alternative economic criteria for evaluating bids which may include highest rate, net revenues or present value, whether volumetrically stated bids will be accepted, whether a volumetric commitment is required, alternative methods for breaking ties, whether contingent bids will be accepted and, if so, the method by which contingent bids will be evaluated and when the contingency must be removed, and whether bids for a portion of the capacity offered will be accepted or whether a prepayment deposit, not to exceed the prepayment deposit set forth in Section 6.9, will be required to be paid to the Releasing Shipper; provided, however, the Releasing Shipper may not specify conditions which are in conflict with the Service Agreement, the applicable Rate Schedule, or these General Terms and Conditions. Releasing Shipper shall also specify whether the Replacement Shipper is (a) an asset manager as defined in Section 284.8(h)(3) of the Commission’s Regulations and, if so, include the volumetric level of the asset manager’s delivery or purchase obligation and the time period during which that obligation is in effect or (b) a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission’s Regulations.

Panhandle shall support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission.

(c) The Releasing Shipper may arrange for the release of its Service Agreement to a Designated Replacement Shipper prior to submitting its Release Notice to Panhandle. Such Designated Replacement Shipper must be on the approved bidders list and shall acknowledge the Release Notice through the Messenger® system as a prerequisite to the posting of the Release Notice. However, the release will not become effective except as provided in this Section 15.

15.3 Posting

(a) Shipper will post the information provided in each Release Notice on the Messenger® system. The posting will include the MDCQ or MSQ available for release, the Points of Receipt and Delivery and the released quantity for each point, the term of the release, whether the release is firm or recallable and the recall conditions, if applicable, the Minimum Rate expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer that the Releasing Shipper will accept, and any other conditions the Releasing Shipper specifies for the release in accordance with Section 15.2(b).

(b) The posting will commence upon receipt of the Release Notice; unless otherwise specified by the Releasing Shipper.
15.4 Bidding For Capacity Releases

(a) Except as provided in Section 15.4(b), a party must bid on the Messenger® system to accept release of the Service Agreement under the conditions posted in conjunction with a Release Notice. Bids must be expressed in dollars and cents, percentage of Maximum Rate, or index-based formula as detailed in the capacity release offer, whichever is stated in the Release Notice. The maximum reservation rate that may be bid shall not exceed the Maximum Rate for the applicable service being released as set forth on the applicable Currently Effective Rates; provided, however, no rate limitation applies to the release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Panhandle is notified of the release. In order to submit a valid bid, any party, including a Designated Replacement Shipper, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 6 of these General Terms and Conditions and must have executed a Capacity Release Service Agreement with Panhandle in the form as set forth in this Tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies Panhandle to the contrary, no longer meets the credit qualifications in Section 6.2 of these General Terms and Conditions or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 17 of these General Terms and Conditions.

(b) No bids are required for Service Agreements where the Releasing Shipper notifies Panhandle in its Release Notice that it has arranged for the release of its Service Agreement to a Designated Replacement Shipper that is on the approved bidders list and the capacity release is one of the following:

(i) A capacity release for any period of thirty-one (31) Days or less. A Releasing Shipper shall not roll over, extend or in any way continue such capacity release to the same Replacement Shipper until 28 days after the first release period has ended. This 28-day period does not apply to any release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding set forth in Sections 15.4(b)(ii), (iii) or (iv) below.

(ii) A capacity release for more than one year at the maximum tariff rate.

(iii) A capacity release to an asset manager as defined in Section 284.8(h)(3) of the Commission’s Regulations.
(iv) A capacity release to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission’s Regulations.

Such releases for which no bids are required may be submitted electronically and shall be posted on the Messenger® system upon confirmation by the Replacement Shipper. The Capacity Release Service Agreement Addendum number shall be provided when such release is posted.

For non-biddable releases:

Timely Cycle
- posting of prearranged deals not subject to bid are due by 10:30 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.
(Central Clock Time)

Evening Cycle
- posting of prearranged deals not subject to bid are due by 5:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.
(Central Clock Time)

Intraday 1 Cycle
- posting of prearranged deals not subject to bid are due by 9:00 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.
(Central Clock Time)

Intraday 2 Cycle
- posting of prearranged deals not subject to bid are due by 4:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.
(Central Clock Time)

(c) Bids to accept the released Service Agreement must specifically identify any contingencies and may be made through the Messenger® system only. If the Releasing Shipper requires a prepayment deposit, the party submitting the bid must concurrently submit the prepayment deposit through Electronic Funds Transfer to a designated bank account established by Panhandle.
The capacity release procedure is applicable to all parties involved in the Capacity Release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided Panhandle with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and 3) there are no special terms or conditions of the release. Further, Panhandle may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by Panhandle). All stated times are Central Clock Time on a Business Day.

(i) For biddable releases (1 year or less)

12:00 p.m. Time by which Releasing Shipper shall post the Release Notice on the Messenger® system

1:00 p.m. Bidding period ends
Evaluation period begins during which contingency is eliminated, determination of best bid is made and ties are broken

2:00 p.m. Evaluation period ends and award posting if no match required
Match or award is communicated to Designated Replacement Shipper

2:30 p.m. Match response is due from Designated Replacement Shipper

3:00 p.m. Award posting where match is required to Replacement Shipper or Designated Replacement Shipper

The capacity release addendum number will be issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the Capacity Release Service Agreement Addendum. (Central Clock Time)

(ii) For biddable releases (more than 1 year)

12:00 p.m. Releasing Shipper shall post the Release Notice on the Messenger® system four Business Days before award
1:00 p.m. Open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three Business Days). Evaluation period begins during which contingency is eliminated, determination of best bid is made and ties are broken.

2:00 p.m. Evaluation period ends and award posting if no match required. Match or award is communicated to Designated Replacement Shipper.

2:30 p.m. Match response is due from Designated Replacement Shipper.

3:00 p.m. Award posting where match is required to Replacement Shipper or Designated Replacement Shipper.

The capacity release addendum number will be issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the Capacity Release Service Agreement Addendum. (Central Clock Time)

(iii) For index-based capacity release transactions, the Releasing Shipper shall provide the necessary information and instructions to support the chosen methodology. If the Releasing Shipper specifies a bid evaluation methodology other than highest rate, net revenue or present value, or a permanent release or any other special conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period will cause Gas flow to be at least one day later than Gas could flow under the timeline set forth in Section 15.4(d)(i) or Section 15.4(d)(ii).

(e) A party may submit only one bid at a time in response to a Release Notice. Once a party has submitted a bid, it may withdraw the bid through the Messenger® system at any time prior to the close of the posting period specified in Section 15.3(c) without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid. If a bid is not withdrawn prior to the close of the posting period, the bid shall be binding on the party submitting the bid, subject to the satisfaction of any contingencies the Releasing Shipper permits to be satisfied after the close of the bidding period.
Bids to accept releases will be posted on the Messenger® system with any contingencies identified and with the bidder's identity deleted.

15.5 Selection of Replacement Shipper

(a) The Addendum to the Capacity Release Service Agreement will be issued to the Replacement Shipper whose bid provides the greatest economic value, as defined by the Releasing Shipper in accordance with Section 15.2(b) or, if the Releasing Shipper does not specify a method of determining economic value, the economic value will be determined by utilizing the present value method, and whose bid meets all the conditions placed upon the release by the Releasing Shipper as provided for in Section 15.2(b), provided that if the Releasing Shipper has permitted contingent bids, the selection of a Replacement Shipper may be delayed in accordance with the contingencies permitted in the Release Notice. If the bids of two or more Replacement Shippers provide the same economic value and both meet all the conditions placed upon the release, Panhandle will tender the Addendum to the Capacity Release Service Agreement to the Replacement Shipper who submitted its bid first unless, in accordance with Section 15.2(b), the Releasing Shipper has specified an alternative method for breaking ties, in which event the method specified by the Releasing Shipper shall be used. If there are multiple bids meeting the minimum conditions, Panhandle shall rank the bids and award the bids, best bid first, until all offered capacity is awarded. The Capacity Release Service Agreement Addendum number shall be assigned when capacity is awarded.

(b) If the Releasing Shipper has notified Panhandle in the Release Notice that it has arranged a Designated Replacement Shipper and no party is eligible to submit a bid for the release, Panhandle will issue the Addendum to the Capacity Release Service Agreement to the Designated Replacement Shipper.

(c) If the Releasing Shipper has notified Panhandle in the Release Notice that it has arranged a Designated Replacement Shipper who has agreed to pay less than the applicable Maximum Rate for the service, the Designated Replacement Shipper may match the bid that has the greatest economic value within the time period specified in Section 15.4.

(d) Panhandle will issue the Addendum to the Capacity Release Service Agreement within one hour of the posting of the award of a release. If all the information provided by the Releasing Shipper, bidder, and Designated Replacement Shipper is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, Panhandle will issue and execute the Addendum at the same time.

(e) Panhandle shall post the winning bid and bidder on the Messenger® system for ninety (90) Days.
(f) If an Addendum to the Capacity Release Service Agreement is not tendered to a party submitting a prepayment deposit with its bid, the prepayment deposit will be refunded with carrying charges to such party within two (2) Business Days.

15.6 Rights and Obligations of Releasing Shipper

(a) Except as provided in Section 15.6(e), the Releasing Shipper shall continue to be responsible to Panhandle for all reservation charges and reservation surcharges for Transportation or Storage service provided pursuant to the Shipper's applicable Service Agreement and all other charges and surcharges that would be charged to the Releasing Shipper if the Service Agreement had not been released. The Releasing Shipper will not be responsible for Commodity charges or volumetric surcharges which are applicable under Panhandle's Tariff to Quantities of Gas actually transported except as provided in Section 15.6(b) below for a Releasing Shipper with a Negotiated Rate.

(b) A credit will be included on each of the Releasing Shipper's monthly bills to reflect the reservation fee invoiced to Replacement Shippers excluding any reservation charge credit that Replacement Shipper may have received pursuant to Section 28 and excluding any negotiated marketing fee retained by Panhandle pursuant to Section 15.8 provided, however, that Panhandle and Releasing Shipper may, in connection with a Negotiated Rate based on a rate design other than straight fixed variable, agree upon a payment obligation and crediting mechanism that varies from or is in addition to the provisions of this Section 15.6 in order to establish the basis of accounting for revenues from a Replacement Shipper as a means of preserving the economic bases of the Negotiated Rate. In the event of a release with a volumetrically stated rate, the rate shall be no greater than the 100% load factor equivalent of Panhandle's maximum reservation charge currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill for reservation charges applicable to such service. Notwithstanding the above, no 100% load factor equivalent limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which Panhandle is notified of the release.

If a Replacement Shipper fails to pay all or any part of the reservation fee so credited within thirty (30) days of its due date, then such unpaid amount will be charged to the Releasing Shipper's next monthly bill and will be due and payable by the Releasing Shipper in accordance with Section 17 of these General Terms and Conditions.

The payment of the reservation charge by the Replacement Shipper on a one-part volumetric basis shall not relieve Panhandle, the Releasing Shipper or the
Replacement Shipper from their obligations to conform to all of the terms and conditions of this Section 15.

(c) When a Releasing Shipper assigns Transportation service rights under Rate Schedule FT, EFT, LFT or HFT, the MAIQ under the Transportation Agreement will be reduced proportionately by the amount of MDCQ released. Any imbalance in excess of this reduced MAIQ must be reduced to the new tolerance level in the month following the completion of the release to avoid balancing charges pursuant to Section 12.11.

(d) When a Releasing Shipper partially releases its service rights under a Service Agreement by releasing service rights between specific Point(s) of Receipt and Delivery or by releasing only a portion of the Maximum Daily Contract Quantity, the Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the release and the Releasing Shipper may not utilize the service rights released during the term of the release.

(e) If the Releasing Shipper’s Service Agreement is released permanently for the remaining term of the agreement, subject to Panhandle’s agreement, the Releasing Shipper shall have no further responsibility or obligations under the Service Agreement. Such permanent release shall provide the same economic value as the original underlying agreement, or such difference shall be funded by the Releasing Shipper, unless Panhandle agrees otherwise.

(f) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Panhandle, Panhandle’s Tariff should specify whether the quantity should be expressed in terms of a) total released capacity entitlements or b) adjusted total released capacity entitlements based upon the elapsed prorata capacity. The capacity entitlements resulting from the use of either a) or b) should be the same. The recall notification to Panhandle shall specify the Quantity in terms of total released capacity entitlements.

15.7 Rights and Obligations of the Replacement Shipper

(a) A Replacement Shipper shall have all the rights and obligations specified under the applicable Rate Schedule, Service Agreement, and General Terms and Conditions unless the conditions prescribed for the release require otherwise.

(b) A Replacement Shipper shall have the right to reserve primary point capacity up to its contract demand, subject to available capacity.

(c) When the Capacity Release Service Agreement Addendum is issued, a Replacement Shipper may submit nominations pursuant to Section 8 of these General Terms and Conditions for the next available nomination cycle and any
nomination cycle thereafter for which the Addendum to the Capacity Release Service Agreement is effective.

(d) The Replacement Shipper will be responsible for any imbalance between receipts of Gas and deliveries of Gas, and for all costs and all rates, charges, penalties and fees for Transportation or Storage service provided under the Capacity Release Service Agreement.

(e) Commodity charges and volumetric surcharges which are applicable under Panhandle's Tariff to Quantities of Gas actually transported shall be a separately stated charge on the Replacement Shipper's Monthly Bill and shall be at the Maximum Rate contained on the Currently Effective Rates unless Panhandle agrees to a lesser rate.

(f) Replacement Shippers for a capacity release with a term of one year or less that are paying a rate which exceeds the Maximum Rate shall be considered to be paying the Maximum Rate for purposes of scheduling and curtailment.

15.8 Marketing Fee

The Releasing Shipper and Panhandle may agree that, in return for Panhandle actively marketing the Releasing Shipper's Service Agreement, Panhandle will reduce the Releasing Shipper's invoice credit by a negotiated marketing fee.
15. PROCEDURES FOR CAPACITY RELEASE

15.1 Service Rights That May Be Released

(a) The Service Agreements of a Releasing Shipper with Service Agreements under Rate Schedule FT, EFT, IOS, WS, PS, FS, LFT or HFT may be released, in whole or in part, to a Replacement Shipper for any time period up to the remaining term of the Service Agreement.

(b) A Releasing Shipper is a Shipper that has executed a Release Notice in accordance with Section 15.2.

(c) A Replacement Shipper is a party that (1) meets the eligibility criteria for Shippers set forth in Section 6, including the credit standards set forth in Section 6.2, except that Panhandle shall not require the Replacement Shipper to make the prepayment required by Section 6.9, (2) accepts assignment of the Service Agreement of a Releasing Shipper pursuant to this Section 15, and, (3) executes a Capacity Release Service Agreement as prescribed by this Tariff. Panhandle will issue and execute an Addendum to the Capacity Release Service Agreement when the Releasing Shipper's Service Agreement is awarded to the Replacement Shipper.

(d) A Replacement Shipper may release, in whole or in part, the Addendum to its Capacity Release Service Agreement as a Releasing Shipper pursuant to this Section 15.

15.2 Initiation of the Release of Service Rights

(a) A Releasing Shipper may initiate the release of its Service Agreement by electronically submitting a Release Notice in the form prescribed by this Tariff. Such Release Notice shall be posted on the Messenger® system. Panhandle shall accept the upload of prearranged capacity release transactions. A Releasing Shipper may withdraw its Release Notice at any time prior to the close of the posting period where unanticipated circumstances justify and no minimum bid has been made.

(b) In the Release Notice the Releasing Shipper must specify the term, quantity and Minimum Rate expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer that the Releasing Shipper is willing to accept and whether the release is subject to recall and the applicable recall conditions as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper.
The Releasing Shipper may specify further objective and nondiscriminatory conditions in its Release Notice, such as alternative economic criteria for evaluating bids which may include highest rate, net revenues or present value, whether volumetrically stated bids will be accepted, whether a volumetric commitment is required, alternative methods for breaking ties, whether contingent bids will be accepted and, if so, the method by which contingent bids will be evaluated and when the contingency must be removed, and whether bids for a portion of the capacity offered will be accepted or whether a prepayment deposit, not to exceed the prepayment deposit set forth in Section 6.9, will be required to be paid to the Releasing Shipper; provided, however, the Releasing Shipper may not specify conditions which are in conflict with the Service Agreement, the applicable Rate Schedule, or these General Terms and Conditions. Releasing Shipper shall also specify whether the Replacement Shipper is (a) an asset manager as defined in Section 284.8(h)(3) of the Commission’s Regulations and, if so, include the volumetric level of the asset manager’s delivery or purchase obligation and the time period during which that obligation is in effect or (b) a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission’s Regulations.

Panhandle shall support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission.

(c) The Releasing Shipper may arrange for the release of its Service Agreement to a Designated Replacement Shipper prior to submitting its Release Notice to Panhandle. Such Designated Replacement Shipper must be on the approved bidders list and shall acknowledge the Release Notice through the Messenger® system as a prerequisite to the posting of the Release Notice. However, the release will not become effective except as provided in this Section 15.

15.3 Posting

(a) Shipper will post the information provided in each Release Notice on the Messenger® system. The posting will include the MDCQ or MSQ available for release, the Points of Receipt and Delivery and the released quantity for each point, the term of the release, whether the release is firm or recallable and the recall conditions, if applicable, the Minimum Rate expressed in dollars and cents, percentage of Maximum Rate or the index-based formula as detailed in the capacity release offer that the Releasing Shipper will accept, and any other conditions the Releasing Shipper specifies for the release in accordance with Section 15.2(b).

(b) The posting will commence upon receipt of the Release Notice; unless otherwise specified by the Releasing Shipper.
15.4 Bidding For Capacity Releases

(a) Except as provided in Section 15.4(b), a party must bid on the Messenger® system to accept release of the Service Agreement under the conditions posted in conjunction with a Release Notice. Bids must be expressed in dollars and cents, percentage of Maximum Rate, or index-based formula as detailed in the capacity release offer, whichever is stated in the Release Notice. The maximum reservation rate that may be bid shall not exceed the Maximum Rate for the applicable service being released as set forth on the applicable Currently Effective Rates; provided, however, no rate limitation applies to the release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Panhandle is notified of the release. In order to submit a valid bid, any party, including a Designated Replacement Shipper, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 6 of these General Terms and Conditions and must have executed a Capacity Release Service Agreement with Panhandle in the form as set forth in this Tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies Panhandle to the contrary, no longer meets the credit qualifications in Section 6.2 of these General Terms and Conditions or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 17 of these General Terms and Conditions.

(b) No bids are required for Service Agreements where the Releasing Shipper notifies Panhandle in its Release Notice that it has arranged for the release of its Service Agreement to a Designated Replacement Shipper that is on the approved bidders list and the capacity release is one of the following:

(i) A capacity release for any period of thirty-one (31) Days or less. A Releasing Shipper shall not roll over, extend or in any way continue such capacity release to the same Replacement Shipper until 28 days after the first release period has ended. This 28-day period does not apply to any release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding set forth in Sections 15.4(b)(ii), (iii) or (iv) below.

(ii) A capacity release for more than one year at the maximum tariff rate.

(iii) A capacity release to an asset manager as defined in Section 284.8(h)(3) of the Commission’s Regulations.
(iv) A capacity release to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's Regulations.

Such releases for which no bids are required may be submitted electronically and shall be posted on the Messenger® system upon confirmation by the Replacement Shipper. The Capacity Release Service Agreement Addendum number shall be provided when such release is posted.

For non-biddable releases:

Timely Cycle
- posting of prearranged deals not subject to bid are due by 10:30 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

Evening Cycle
- posting of prearranged deals not subject to bid are due by 5:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

Intraday 1 Cycle
- posting of prearranged deals not subject to bid are due by 9:00 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

Intraday 2 Cycle
- posting of prearranged deals not subject to bid are due by 4:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(c) Bids to accept the released Service Agreement must specifically identify any contingencies and may be made through the Messenger® system only. If the Releasing Shipper requires a prepayment deposit, the party submitting the bid must concurrently submit the prepayment deposit through Electronic Funds Transfer to a designated bank account established by Panhandle.
(d) The capacity release procedure is applicable to all parties involved in the Capacity Release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided Panhandle with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and 3) there are no special terms or conditions of the release. Further, Panhandle may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by Panhandle). All stated times are Central Clock Time on a Business Day.

(i) For biddable releases (1 year or less)

12:00 p.m. Time by which Releasing Shipper shall post the Release Notice on the Messenger® system

1:00 p.m. Bidding period ends
Evaluation period begins during which contingency is eliminated, determination of best bid is made and ties are broken

2:00 p.m. Evaluation period ends and award posting if no match required
Match or award is communicated to Designated Replacement Shipper

2:30 p.m. Match response is due from Designated Replacement Shipper

3:00 p.m. Award posting where match is required to Replacement Shipper or Designated Replacement Shipper

The capacity release addendum number will be issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the Capacity Release Service Agreement Addendum. (Central Clock Time)

(ii) For biddable releases (more than 1 year)

12:00 p.m. Releasing Shipper shall post the Release Notice on the Messenger® system four Business Days before award
1:00 p.m.  Open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three Business Days). Evaluation period begins during which contingency is eliminated, determination of best bid is made and ties are broken.

2:00 p.m.  Evaluation period ends and award posting if no match required
Match or award is communicated to Designated Replacement Shipper

2:30 p.m.  Match response is due from Designated Replacement Shipper

3:00 p.m.  Award posting where match is required to Replacement Shipper or Designated Replacement Shipper

The capacity release addendum number will be issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the Capacity Release Service Agreement Addendum. (Central Clock Time)

(iii) For index-based capacity release transactions, the Releasing Shipper shall provide the necessary information and instructions to support the chosen methodology. If the Releasing Shipper specifies a bid evaluation methodology other than highest rate, net revenue or present value, or a permanent release or any other special conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period will cause Gas flow to be at least one day later than Gas could flow under the timeline set forth in Section 15.4(d)(i) or Section 15.4(d)(ii).

(e) A party may submit only one bid at a time in response to a Release Notice. Once a party has submitted a bid, it may withdraw the bid through the Messenger® system at any time prior to the close of the posting period specified in Section 15.3(c) without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid. If a bid is not withdrawn prior to the close of the posting period, the bid shall be binding on the party submitting the bid, subject to the satisfaction of any contingencies the Releasing Shipper permits to be satisfied after the close of the bidding period.
(f) Bids to accept releases will be posted on the Messenger® system with any contingencies identified and with the bidder's identity deleted.

15.5 Selection of Replacement Shipper

(a) The Addendum to the Capacity Release Service Agreement will be issued to the Replacement Shipper whose bid provides the greatest economic value, as defined by the Releasing Shipper in accordance with Section 15.2(b) or, if the Releasing Shipper does not specify a method of determining economic value, the economic value will be determined by utilizing the present value method, and whose bid meets all the conditions placed upon the release by the Releasing Shipper as provided for in Section 15.2(b), provided that if the Releasing Shipper has permitted contingent bids, the selection of a Replacement Shipper may be delayed in accordance with the contingencies permitted in the Release Notice. If the bids of two or more Replacement Shippers provide the same economic value and both meet all the conditions placed upon the release, Panhandle will tender the Addendum to the Capacity Release Service Agreement to the Replacement Shipper who submitted its bid first unless, in accordance with Section 15.2(b), the Releasing Shipper has specified an alternative method for breaking ties, in which event the method specified by the Releasing Shipper shall be used. If there are multiple bids meeting the minimum conditions, Panhandle shall rank the bids and award the bids, best bid first, until all offered capacity is awarded. The Capacity Release Service Agreement Addendum number shall be assigned when capacity is awarded.

(b) If the Releasing Shipper has notified Panhandle in the Release Notice that it has arranged a Designated Replacement Shipper and no party is eligible to submit a bid for the release, Panhandle will issue the Addendum to the Capacity Release Service Agreement to the Designated Replacement Shipper.

(c) If the Releasing Shipper has notified Panhandle in the Release Notice that it has arranged a Designated Replacement Shipper who has agreed to pay less than the applicable Maximum Rate for the service, the Designated Replacement Shipper may match the bid that has the greatest economic value within the time period specified in Section 15.4.

(d) Panhandle will issue the Addendum to the Capacity Release Service Agreement within one hour of the posting of the award of a release. If all the information provided by the Releasing Shipper, bidder, and Designated Replacement Shipper is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, Panhandle will issue and execute the Addendum at the same time.

(e) Panhandle shall post the winning bid and bidder on the Messenger® system for ninety (90) Days.
(f) If an Addendum to the Capacity Release Service Agreement is not tendered to a party submitting a prepayment deposit with its bid, the prepayment deposit will be refunded with carrying charges to such party within two (2) Business Days.

15.6 Rights and Obligations of Releasing Shipper

(a) Except as provided in Section 15.6(e), the Releasing Shipper shall continue to be responsible to Panhandle for all reservation charges and reservation surcharges for Transportation or Storage service provided pursuant to the Shipper's applicable Service Agreement and all other charges and surcharges that would be charged to the Releasing Shipper if the Service Agreement had not been released. The Releasing Shipper will not be responsible for Commodity charges or volumetric surcharges which are applicable under Panhandle's Tariff to Quantities of Gas actually transported except as provided in Section 15.6(b) below for a Releasing Shipper with a Negotiated Rate.

(b) A credit will be included on each of the Releasing Shipper's monthly bills to reflect the reservation fee invoiced to Replacement Shippers less any negotiated marketing fee retained by Panhandle pursuant to Section 15.8 provided, however, that Panhandle and Releasing Shipper may, in connection with a Negotiated Rate based on a rate design other than straight fixed variable, agree upon a payment obligation and crediting mechanism that varies from or is in addition to the provisions of this Section 15.6 in order to establish the basis of accounting for revenues from a Replacement Shipper as a means of preserving the economic bases of the Negotiated Rate. In the event of a release with a volumetrically stated rate, the rate shall be no greater than the 100% load factor equivalent of Panhandle's maximum reservation charge currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill for reservation charges applicable to such service. Notwithstanding the above, no 100% load factor equivalent limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which Panhandle is notified of the release.

If a Replacement Shipper fails to pay all or any part of the reservation fee so credited within thirty (30) days of its due date, then such unpaid amount will be charged to the Releasing Shipper's next monthly bill and will be due and payable by the Releasing Shipper in accordance with Section 17 of these General Terms and Conditions.

The payment of the reservation charge by the Replacement Shipper on a one-part volumetric basis shall not relieve Panhandle, the Releasing Shipper or the Replacement Shipper from their obligations to conform to all of the terms and conditions of this Section 15.
(c) When a Releasing Shipper assigns Transportation service rights under Rate Schedule FT, EFT, LFT or HFT, the MAIQ under the Transportation Agreement will be reduced proportionately by the amount of MDCQ released. Any imbalance in excess of this reduced MAIQ must be reduced to the new tolerance level in the month following the completion of the release to avoid balancing charges pursuant to Section 12.11.

(d) When a Releasing Shipper partially releases its service rights under a Service Agreement by releasing service rights between specific Point(s) of Receipt and Delivery or by releasing only a portion of the Maximum Daily Contract Quantity, the Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the release and the Releasing Shipper may not utilize the service rights released during the term of the release.

(e) If the Releasing Shipper's Service Agreement is released permanently for the remaining term of the agreement, subject to Panhandle's agreement, the Releasing Shipper shall have no further responsibility or obligations under the Service Agreement. Such permanent release shall provide the same economic value as the original underlying agreement, or such difference shall be funded by the Releasing Shipper, unless Panhandle agrees otherwise.

(f) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Panhandle, Panhandle's Tariff should specify whether the quantity should be expressed in terms of a) total released capacity entitlements or b) adjusted total released capacity entitlements based upon the elapsed prorata capacity. The capacity entitlements resulting from the use of either a) or b) should be the same. The recall notification to Panhandle shall specify the Quantity in terms of total released capacity entitlements.

15.7 Rights and Obligations of the Replacement Shipper

(a) A Replacement Shipper shall have all the rights and obligations specified under the applicable Rate Schedule, Service Agreement, and General Terms and Conditions unless the conditions prescribed for the release require otherwise.

(b) A Replacement Shipper shall have the right to reserve primary point capacity up to its contract demand, subject to available capacity.

(c) When the Capacity Release Service Agreement Addendum is issued, a Replacement Shipper may submit nominations pursuant to Section 8 of these General Terms and Conditions for the next available nomination cycle and any nomination cycle thereafter for which the Addendum to the Capacity Release Service Agreement is effective.
(d) The Replacement Shipper will be responsible for any imbalance between receipts of Gas and deliveries of Gas, and for all costs and all rates, charges, penalties and fees for Transportation or Storage service provided under the Capacity Release Service Agreement.

(e) Commodity charges and volumetric surcharges which are applicable under Panhandle's Tariff to Quantities of Gas actually transported shall be a separately stated charge on the Replacement Shipper's Monthly Bill and shall be at the Maximum Rate contained on the Currently Effective Rates unless Panhandle agrees to a lesser rate.

(f) Replacement Shippers for a capacity release with a term of one year or less that are paying a rate which exceeds the Maximum Rate shall be considered to be paying the Maximum Rate for purposes of scheduling and curtailment.

15.8 Marketing Fee

The Releasing Shipper and Panhandle may agree that, in return for Panhandle actively marketing the Releasing Shipper’s Service Agreement, Panhandle will reduce the Releasing Shipper's invoice credit by a negotiated marketing fee.
15. PROCEDURES FOR CAPACITY RELEASE

15.1 Service Rights That May Be Released

(a) The Service Agreements of a Releasing Shipper with Service Agreements under Rate Schedule FT, EFT, IOS, WS, PS, FS, LFT or HFT may be released, in whole or in part, to a Replacement Shipper for any time period up to the remaining term of the Service Agreement.

(b) A Releasing Shipper is a Shipper that has executed a Release Notice in accordance with Section 15.2.

(c) A Replacement Shipper is a party that (1) meets the eligibility criteria for Shippers set forth in Section 6, including the credit standards set forth in Section 6.2, except that Panhandle shall not require the Replacement Shipper to make the prepayment required by Section 6.9, (2) accepts assignment of the Service Agreement of a Releasing Shipper pursuant to this Section 15, and, (3) executes a Capacity Release Service Agreement as prescribed by this Tariff. Panhandle will issue and execute an Addendum to the Capacity Release Service Agreement when the Releasing Shipper's Service Agreement is awarded to the Replacement Shipper.

(d) A Replacement Shipper may release, in whole or in part, the Addendum to its Capacity Release Service Agreement as a Releasing Shipper pursuant to this Section 15.

15.2 Initiation of the Release of Service Rights

(a) A Releasing Shipper may initiate the release of its Service Agreement by electronically submitting a Release Notice in the form prescribed by this Tariff. Such Release Notice shall be posted on the Messenger® system. Panhandle shall accept the upload of prearranged capacity release transactions. A Releasing Shipper may withdraw its Release Notice at any time prior to the close of the posting period where unanticipated circumstances justify and no minimum bid has been made.

(b) In the Release Notice the Releasing Shipper must specify the term, quantity and Minimum Rate expressed in dollars and cents or percent of Maximum Rate the Releasing Shipper is willing to accept and whether the release is subject to recall and the applicable recall conditions as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper. The Releasing Shipper may specify further objective and nondiscriminatory
conditions in its Release Notice, such as alternative economic criteria for evaluating bids which may include highest rate, net revenues or present value, whether volumetrically stated bids will be accepted, whether a volumetric commitment is required, alternative methods for breaking ties, whether contingent bids will be accepted and, if so, the method by which contingent bids will be evaluated and when the contingency must be removed, and whether bids for a portion of the capacity offered will be accepted or whether a prepayment deposit, not to exceed the prepayment deposit set forth in Section 6.9, will be required to be paid to the Releasing Shipper; provided, however, the Releasing Shipper may not specify conditions which are in conflict with the Service Agreement, the applicable Rate Schedule, or these General Terms and Conditions. Releasing Shipper shall also specify whether the Replacement Shipper is (a) an asset manager as defined in Section 284.8(h)(3) of the Commission’s Regulations and, if so, include the volumetric level of the asset manager’s delivery or purchase obligation and the time period during which that obligation is in effect or (b) a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission’s Regulations.

Panhandle shall support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission.

(c) The Releasing Shipper may arrange for the release of its Service Agreement to a Designated Replacement Shipper prior to submitting its Release Notice to Panhandle. Such Designated Replacement Shipper must be on the approved bidders list and shall acknowledge the Release Notice through the Messenger® system as a prerequisite to the posting of the Release Notice. However, the release will not become effective except as provided in this Section 15.

15.3 Posting

(a) Shipper will post the information provided in each Release Notice on the Messenger® system. The posting will include the MDCQ or MSQ available for release, the Points of Receipt and Delivery and the released quantity for each point, the term of the release, whether the release is firm or recallable and the recall conditions, if applicable, the Minimum Rate expressed in dollars and cents or percent of Maximum Rate that the Releasing Shipper will accept, and any other conditions the Releasing Shipper specifies for the release in accordance with Section 15.2(b).

(b) The posting will commence upon receipt of the Release Notice; unless otherwise specified by the Releasing Shipper.
15.4 Bidding For Capacity Releases

(a) Except as provided in Section 15.4(b), a party must bid on the Messenger® system to accept release of the Service Agreement under the conditions posted in conjunction with a Release Notice. Bids must be expressed in dollars and cents or percents of Maximum Rate, whichever is stated in the Release Notice. The maximum reservation rate that may be bid shall not exceed the Maximum Rate for the applicable service being released as set forth on the applicable Currently Effective Rates; provided, however, no rate limitation applies to the release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Panhandle is notified of the release. In order to submit a valid bid, any party, including a Designated Replacement Shipper, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 6 of these General Terms and Conditions and must have executed a Capacity Release Service Agreement with Panhandle in the form as set forth in this Tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies Panhandle to the contrary, no longer meets the credit qualifications in Section 6.2 of these General Terms and Conditions or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 17 of these General Terms and Conditions.

(b) No bids are required for Service Agreements where the Releasing Shipper notifies Panhandle in its Release Notice that it has arranged for the release of its Service Agreement to a Designated Replacement Shipper that is on the approved bidders list and the capacity release is one of the following:

(i) A capacity release for any period of thirty-one (31) Days or less. A Releasing Shipper shall not roll over, extend or in any way continue such capacity release to the same Replacement Shipper until 28 days after the first release period has ended. This 28-day period does not apply to any release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding set forth in Sections 15.4(b)(ii), (iii) or (iv) below.

(ii) A capacity release for more than one year at the maximum tariff rate.

(iii) A capacity release to an asset manager as defined in Section 284.8(h)(3) of the Commission’s Regulations.

(iv) A capacity release to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission’s Regulations.
Such releases for which no bids are required may be submitted electronically and shall be posted on the Messenger® system upon confirmation by the Replacement Shipper. The Capacity Release Service Agreement Addendum number shall be provided when such release is posted.

For non-biddable releases:

Timely Cycle
- posting of prearranged deals not subject to bid are due by 10:30 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(Central Clock Time)

Evening Cycle
- posting of prearranged deals not subject to bid are due by 5:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(Central Clock Time)

Intraday 1 Cycle
- posting of prearranged deals not subject to bid are due by 9:00 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(Central Clock Time)

Intraday 2 Cycle
- posting of prearranged deals not subject to bid are due by 4:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(Central Clock Time)

(c) Bids to accept the released Service Agreement must specifically identify any contingencies and may be made through the Messenger® system only. If the Releasing Shipper requires a prepayment deposit, the party submitting the bid must concurrently submit the prepayment deposit through Electronic Funds Transfer to a designated bank account established by Panhandle.

(d) The capacity release procedure is applicable to all parties involved in the Capacity Release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and 2) there are no special
terms or conditions of the release. All stated times are Central Time on a Business Day.

(i) For biddable releases (1 year or less)

12:00 p.m. Time by which Releasing Shipper shall post the Release Notice on the Messenger® system

1:00 p.m. Bidding period ends Evaluation period begins during which any contingency is eliminated, determination of best bid is made and ties are broken

2:00 p.m. Evaluation period ends and award posting if no match required Match or award is communicated to Designated Replacement Shipper

2:30 p.m. Match response is due Designated Replacement Shipper

3:00 p.m. Award posting where match is required to Replacement Shipper or Designated Replacement Shipper

(ii) For biddable releases (more than 1 year)

The timeline is the same as biddable releases for 1 year or less except that the Releasing Shipper shall post the Shipper Notice on the Messenger® system by 12:00 p.m. Central Time four (4) Business Days before the award. Open season ends no later than 1:00 p.m. Central Time on the Business Day before timely nominations are due (open season is three Business Days).

(iii) If the Releasing Shipper specifies a bid evaluation methodology other than highest rate, net revenue or present value, or a permanent release or any other special conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period will cause Gas flow to be at least one day later than Gas could flow under the timeline set forth in Section 15.4(d)(i) or Section 15.4(d)(ii).

(e) A party may submit only one bid at a time in response to a Release Notice. Once a party has submitted a bid, it may withdraw the bid through the Messenger® system at any time prior to the close of the posting period specified in Section 15.3(c) without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid. If a bid is not withdrawn prior to the close of the posting period, the bid shall be binding on the party submitting the bid, subject to the satisfaction of
any contingencies the Releasing Shipper permits to be satisfied after the close of
the bidding period.

(f) Bids to accept releases will be posted on the Messenger® system with any
contingencies identified and with the bidder's identity deleted.

15.5 Selection of Replacement Shipper

(a) The Addendum to the Capacity Release Service Agreement will be issued to the
Replacement Shipper whose bid provides the greatest economic value, as
defined by the Releasing Shipper in accordance with Section 15.2(b) or, if the
Releasing Shipper does not specify a method of determining economic value,
the economic value will be determined by utilizing the present value method,
and whose bid meets all the conditions placed upon the release by the
ReleasingShipper as provided for in Section 15.2(b), provided that if the
ReleasingShipper has permitted contingent bids, the selection of a Replacement
Shipper may be delayed in accordance with the contingencies permitted in the
Release Notice. If the bids of two or more Replacement Shippers provide the
same economic value and both meet all the conditions placed upon the release,
Panhandle will tender the Addendum to the Capacity Release Service
Agreement to the Replacement Shipper who submitted its bid first unless, in
accordance with Section 15.2(b), the Releasing Shipper has specified an
alternative method for breaking ties, in which event the method specified by
the Releasing Shipper shall be used. If there are multiple bids meeting the
minimum conditions, Panhandle shall rank the bids and award the bids, best bid
first, until all offered capacity is awarded. The Capacity Release Service
Agreement Addendum number shall be assigned when capacity is awarded.

(b) If the Releasing Shipper has notified Panhandle in the Release Notice that it has
arranged a Designated Replacement Shipper and no party is eligible to submit a
bid for the release, Panhandle will issue the Addendum to the Capacity Release
Service Agreement to the Designated Replacement Shipper.

(c) If the Releasing Shipper has notified Panhandle in the Release Notice that it has
arranged a Designated Replacement Shipper who has agreed to pay less than
the applicable Maximum Rate for the service, the Designated Replacement
Shipper may match the bid that has the greatest economic value within the time
period specified in Section 15.4.

(d) Panhandle will issue the Addendum to the Capacity Release Service Agreement
within one hour of the posting of the award of a release. If all the information
provided by the Releasing Shipper, bidder, and Designated Replacement Shipper
is valid, the Replacement Shipper is creditworthy, and there are no special terms
and conditions, Panhandle will issue and execute the Addendum at the same
time.
(e) Panhandle shall post the winning bid and bidder on the Messenger® system for ninety (90) Days.

(f) If an Addendum to the Capacity Release Service Agreement is not tendered to a party submitting a prepayment deposit with its bid, the prepayment deposit will be refunded with carrying charges to such party within two (2) Business Days.

15.6 Rights and Obligations of Releasing Shipper

(a) Except as provided in Section 15.6(e), the Releasing Shipper shall continue to be responsible to Panhandle for all reservation charges and reservation surcharges for Transportation or Storage service provided pursuant to the Shipper's applicable Service Agreement and all other charges and surcharges that would be charged to the Releasing Shipper if the Service Agreement had not been released. The Releasing Shipper will not be responsible for Commodity charges or volumetric surcharges which are applicable under Panhandle's Tariff to Quantities of Gas actually transported except as provided in Section 15.6(b) below for a Releasing Shipper with a Negotiated Rate.

(b) A credit will be included on each of the Releasing Shipper's monthly bills to reflect the reservation fee invoiced to Replacement Shippers less any negotiated marketing fee retained by Panhandle pursuant to Section 15.8 provided, however, that Panhandle and Releasing Shipper may, in connection with a Negotiated Rate based on a rate design other than straight fixed variable, agree upon a payment obligation and crediting mechanism that varies from or is in addition to the provisions of this Section 15.6 in order to establish the basis of accounting for revenues from a Replacement Shipper as a means of preserving the economic bases of the Negotiated Rate. In the event of a release with a volumetrically stated rate, the rate shall be no greater than the 100% load factor equivalent of Panhandle's maximum reservation charge currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill for reservation charges applicable to such service. Notwithstanding the above, no 100% load factor equivalent limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which Panhandle is notified of the release.

If a Replacement Shipper fails to pay all or any part of the reservation fee so credited within thirty (30) days of its due date, then such unpaid amount will be charged to the Releasing Shipper's next monthly bill and will be due and payable by the Releasing Shipper in accordance with Section 17 of these General Terms and Conditions.
The payment of the reservation charge by the Replacement Shipper on a one-part volumetric basis shall not relieve Panhandle, the Releasing Shipper or the Replacement Shipper from their obligations to conform to all of the terms and conditions of this Section 15.

(c) When a Releasing Shipper assigns Transportation service rights under Rate Schedule FT, EFT, LFT or HFT, the MAIQ under the Transportation Agreement will be reduced proportionately by the amount of MDCQ released. Any imbalance in excess of this reduced MAIQ must be reduced to the new tolerance level in the month following the completion of the release to avoid balancing charges pursuant to Section 12.11.

(d) When a Releasing Shipper partially releases its service rights under a Service Agreement by releasing service rights between specific Point(s) of Receipt and Delivery or by releasing only a portion of the Maximum Daily Contract Quantity, the Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the release and the Releasing Shipper may not utilize the service rights released during the term of the release.

(e) If the Releasing Shipper's Service Agreement is released permanently for the remaining term of the agreement, subject to Panhandle's agreement, the Releasing Shipper shall have no further responsibility or obligations under the Service Agreement. Such permanent release shall provide the same economic value as the original underlying agreement, or such difference shall be funded by the Releasing Shipper, unless Panhandle agrees otherwise.

(f) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Panhandle, Panhandle's Tariff should specify whether the quantity should be expressed in terms of a) total released capacity entitlements or b) adjusted total released capacity entitlements based upon the elapsed prorata capacity. The capacity entitlements resulting from the use of either a) or b) should be the same. The recall notification to Panhandle shall specify the Quantity in terms of total released capacity entitlements.

15.7 Rights and Obligations of the Replacement Shipper

(a) A Replacement Shipper shall have all the rights and obligations specified under the applicable Rate Schedule, Service Agreement, and General Terms and Conditions unless the conditions prescribed for the release require otherwise.

(b) A Replacement Shipper shall have the right to reserve primary point capacity up to its contract demand, subject to available capacity.
(c) When the Capacity Release Service Agreement Addendum is issued, a Replacement Shipper may submit nominations pursuant to Section 8 of these General Terms and Conditions for the next available nomination cycle and any nomination cycle thereafter for which the Addendum to the Capacity Release Service Agreement is effective.

(d) The Replacement Shipper will be responsible for any imbalance between receipts of Gas and deliveries of Gas, and for all costs and all rates, charges, penalties and fees for Transportation or Storage service provided under the Capacity Release Service Agreement.

(e) Commodity charges and volumetric surcharges which are applicable under Panhandle’s Tariff to Quantities of Gas actually transported shall be a separately stated charge on the Replacement Shipper’s Monthly Bill and shall be at the Maximum Rate contained on the Currently Effective Rates unless Panhandle agrees to a lesser rate.

(f) Replacement Shippers for a capacity release with a term of one year or less that are paying a rate which exceeds the Maximum Rate shall be considered to be paying the Maximum Rate for purposes of scheduling and curtailment.

15.8 Marketing Fee

The Releasing Shipper and Panhandle may agree that, in return for Panhandle actively marketing the Releasing Shipper’s Service Agreement, Panhandle will reduce the Releasing Shipper's invoice credit by a negotiated marketing fee.
16. NON-CONFORMING AGREEMENTS

16.1 Non-Conforming Agreements with Negotiated Rates

(a) Firm Service Agreements

(1) Rover Pipeline LLC, Rate Schedule FT service agreement, Contract No. 52308

(2) Rover Pipeline LLC, Rate Schedule FT service agreement, Contract No. 52312
GENERAL TERMS AND CONDITIONS

16. NON-CONFORMING AGREEMENTS

16.1 Firm Service Agreements

(a) Rover Pipeline LLC, Rate Schedule FT service agreement, Contract No. 52308
(b) Rover Pipeline LLC, Rate Schedule FT service agreement, Contract No. 52312

16.2 Interruptible Service Agreements

(a) None to report at this time.
16. NON-CONFORMING AGREEMENTS

16.1 Firm Service Agreements
   (a) Rover Pipeline LLC, Rate Schedule FT service agreement, Contract No. 52308

16.2 Interruptible Service Agreements
   (a) None to report at this time.
GENERAL TERMS AND CONDITIONS

16. NON-CONFORMING AGREEMENTS

16.1 Firm Service Agreements

   (a) None to report at this time.

16.2 Interruptible Service Agreements

   (a) None to report at this time.
16. NON-CONFORMING AGREEMENTS

16.1 Firm Service Agreements

(a) PCS Nitrogen Ohio, LP, Ineos USA, LLC and Lima Refining Company Rate Schedule FT Service Agreement dated October 30, 2007, Contract No. 23290

(b) PCS Nitrogen Ohio, LP, Ineos USA, LLC and Lima Refining Company Rate Schedule FT Service Agreement dated October 30, 2007, Contract No. 23296

(c) PCS Nitrogen Ohio, LP, Ineos USA, LLC and Lima Refining Company Rate Schedule FT Service Agreement dated November 1, 2007, Contract No. 23328

16.2 Interruptible Service Agreements

(a) PCS Nitrogen Ohio, LP, Ineos USA, LLC and Lima Refining Company Rate Schedule IT Service Agreement dated October 31, 2007, Contract No. 23291
16. [Reserved for Future Use]
GENERAL TERMS AND CONDITIONS

17. STATEMENTS AND PAYMENTS

17.1 Panhandle shall send to Shipper, on or before the 9th Business Day after the end of the month, a billing of charges for service rendered in the preceding Month. Such charges may be based on estimated Quantities of Gas if actual Quantities of Gas are unavailable in time to prepare the billing. In that event, Panhandle shall provide, in the succeeding Month’s billing, an adjustment based on any difference between actual Quantities of Gas and estimated Quantities of Gas. If Shipper has contracted for multiple services with Panhandle, then Shipper may receive a master bill which shall contain multiple charges for the multiple services and/or contracts for which Shipper has contracted. Panhandle may waive the applicability of any fixed Monthly charges during periods prior to the completion of Panhandle's, Shipper's or third party's facilities required to perform the service involved.

17.2 (a) Payment

Shipper shall pay Panhandle by Electronic Funds Transfer to a designated bank account established by Panhandle for billed amounts equal to or greater than $100,000. For billed amounts less than $100,000 Shipper shall pay Panhandle by check to Panhandle's designated Post Office Box or at Shipper's election by Electronic Funds Transfer to a designated bank account established by Panhandle. Payments shall be made by Shipper to Panhandle within 10 Days from the date on which the bill is sent (Due Date) for all charges billed in accordance with the provisions of the applicable Rate Schedules. Payments made by Electronic Funds Transfer shall be considered to have been made on the date when such payment of good funds is received by Panhandle.

(b) Unpaid and Disputed Bills

Should Shipper fail to pay part or all of the amount of any such bill, interest thereon shall accrue at an average prime interest rate computed in a manner consistent with Section 154.501(d) of the Commission's Regulations, from the Due Date until date of receipt of payment by Panhandle. If such failure to pay continues 30 Days after payment is due, Panhandle, in addition to any other remedy it may have, may suspend further service to Shipper until such amount is paid after Panhandle provides Shipper with 20 Days prior written notice; provided, however, that if Shipper in good faith disputes in writing the amount of any such bill or parts thereof and pays to Panhandle such amounts as it concedes to be correct, and at any time thereafter within 30 Days of demand made by Panhandle shall furnish a good and sufficient surety bond guaranteeing payment to Panhandle of the amount ultimately found due upon such bills after a final determination, which may be reached either by agreement or judgment of the courts as may be the case, then Panhandle shall not be entitled to suspend further service unless and until default
be made in the conditions of such bond. If resolution of the dispute is in favor of Shipper and the Shipper furnished a surety bond instead of paying the disputed amount, then Panhandle shall reimburse Shipper for the cost of securing that surety bond. No payment by Shipper of the amount of a disputed bill shall prejudice the right of Shipper to claim an adjustment of the disputed bill.

17.3 In the event that an error is discovered in the invoiced amount hereunder, such error shall be adjusted within 30 Days of the determination thereof, provided that claim therefor shall have been made in writing.

(a) Measurement data corrections should be processed within 6 months of the production month with a 3 month rebuttal period.

(b) The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period.

(c) Prior period adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes.

This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by these standards. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

17.4 Shipper agrees to reimburse Panhandle for all filing or other fees, in connection with any service subject to these General Terms and Conditions, that Panhandle is obligated to pay to the Commission or to any other governmental authority having jurisdiction. The term "fees" as used herein, shall mean any fee or charge now or hereafter levied, assessed or made by any governmental authority on the Gas itself or on the act, right or privilege of producing, severing, gathering, transporting, handling, selling, receiving or delivering Gas, however such fees or charges are measured.

17.5 Refunds

Refunds due Shipper pursuant to the terms of this tariff or orders of the Commission shall be paid by Electronic Funds Transfer to a bank account established by Shipper if:

(a) Shipper has transmitted payment for services to Panhandle by Electronic Funds Transfer within the twelve Month period preceding the date of the refunds; and

(b) Shipper has designated in writing a bank account for the receipt of Electronic Funds Transfers at least 30 Days prior to the date established for refunds; and
(c) The amount of the refund, including interest, equals or exceeds $100,000.

Refunds not paid by Electronic Funds Transfer shall be paid by check.

17.6 Order of Discounting

If and when Panhandle discounts the rates applicable for service under any Service Agreement under Rate Schedules included in Panhandle's FERC Gas Tariff, the components of the currently applicable Maximum Rate shall be discounted in the following order: the base rate charge, stranded transportation cost surcharges and other transition cost surcharges, followed by the GSR surcharges. Other non-transition cost surcharges will be attributed in accordance with the applicable section of the General Terms and Conditions which provides for the surcharge as agreed by Panhandle and its shippers in individual proceedings.
17. STATEMENTS AND PAYMENTS

17.1 Panhandle shall send to Shipper, on or before the 9th Business Day after the end of the month, a billing of charges for service rendered in the preceding Month. Such charges may be based on estimated Quantities of Gas if actual Quantities of Gas are unavailable in time to prepare the billing. In that event, Panhandle shall provide, in the succeeding Month's billing, an adjustment based on any difference between actual Quantities of Gas and estimated Quantities of Gas. If Shipper has contracted for multiple services with Panhandle, then Shipper may receive a master bill which shall contain multiple charges for the multiple services and/or contracts for which Shipper has contracted. Panhandle may waive the applicability of any fixed Monthly charges during periods prior to the completion of Panhandle's, Shipper's or third party's facilities required to perform the service involved.

17.2 (a) Payment

Shipper shall pay Panhandle by Electronic Funds Transfer to a designated bank account established by Panhandle for billed amounts equal to or greater than $100,000. For billed amounts less than $100,000 Shipper shall pay Panhandle by check to Panhandle's designated Post Office Box or at Shipper's election by Electronic Funds Transfer to a designated bank account established by Panhandle. Payments shall be made by Shipper to Panhandle within 10 Days from the date on which the bill is sent (Due Date) for all charges billed in accordance with the provisions of the applicable Rate Schedules. Payments made by Electronic Funds Transfer shall be considered to have been made on the date when such payment of good funds is received by Panhandle.

(b) Unpaid and Disputed Bills

Should Shipper fail to pay part or all of the amount of any such bill, interest thereon shall accrue at an average prime interest rate computed in a manner consistent with Section 154.501(d) of the Commission's Regulations, from the Due Date until date of receipt of payment by Panhandle. If such failure to pay continues 30 Days after payment is due, Panhandle, in addition to any other remedy it may have, may suspend further service to Shipper until such amount is paid after Panhandle provides Shipper with 20 Days prior written notice; provided, however, that if Shipper in good faith disputes in writing the amount of any such bill or parts thereof and pays to Panhandle such amounts as it concedes to be correct, and at any time thereafter within 30 Days of demand made by Panhandle shall furnish a good and sufficient surety bond guaranteeing payment to Panhandle of the amount ultimately found due upon such bills after a final determination, which may be reached either by agreement or judgment.
of the courts as may be the case, then Panhandle shall not be entitled to suspend further service unless and until default be made in the conditions of such bond. If resolution of the dispute is in favor of Shipper and the Shipper furnished a surety bond instead of paying the disputed amount, then Panhandle shall reimburse Shipper for the cost of securing that surety bond. No payment by Shipper of the amount of a disputed bill shall prejudice the right of Shipper to claim an adjustment of the disputed bill.

17.3 In the event that an error is discovered in the invoiced amount hereunder, such error shall be adjusted within 30 Days of the determination thereof, provided that claim therefor shall have been made in writing.

(a) Measurement data corrections should be processed within 6 months of the production month with a 3 month rebuttal period.

(b) The time limitation for disputes of allocations should be 6 months from the date of the initial month-end allocation with a 3-month rebuttal period.

(c) Prior period adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes.

The above shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by these standards.

17.4 Shipper agrees to reimburse Panhandle for all filing or other fees, in connection with any service subject to these General Terms and Conditions, that Panhandle is obligated to pay to the Commission or to any other governmental authority having jurisdiction. The term "fees" as used herein, shall mean any fee or charge now or hereafter levied, assessed or made by any governmental authority on the Gas itself or on the act, right or privilege of producing, severing, gathering, transporting, handling, selling, receiving or delivering Gas, however such fees or charges are measured.

17.5 Refunds

Refunds due Shipper pursuant to the terms of this tariff or orders of the Commission shall be paid by Electronic Funds Transfer to a bank account established by Shipper if:

(a) Shipper has transmitted payment for services to Panhandle by Electronic Funds Transfer within the twelve Month period preceding the date of the refunds; and

(b) Shipper has designated in writing a bank account for the receipt of Electronic Funds Transfers at least 30 Days prior to the date established for refunds; and
(c) The amount of the refund, including interest, equals or exceeds $100,000.

Refunds not paid by Electronic Funds Transfer shall be paid by check.

17.6 Order of Discounting

If and when Panhandle discounts the rates applicable for service under any Service Agreement under Rate Schedules included in Panhandle's FERC Gas Tariff, the components of the currently applicable Maximum Rate shall be discounted in the following order: the base rate charge, stranded transportation cost surcharges and other transition cost surcharges, followed by the GSR surcharges. Other non-transition cost surcharges will be attributed in accordance with the applicable section of the General Terms and Conditions which provides for the surcharge as agreed by Panhandle and its shippers in individual proceedings.
18. PERIODIC RATE ADJUSTMENTS AND SURCHARGES

Periodically rates and charges under Panhandle's FERC Gas Tariff shall be adjusted to reflect changes in certain Panhandle expenditures. Such expenditures shall include both expenditures chargeable to operations as well as expenditures includable in rate base. Panhandle and Shipper recognize that Panhandle shall from time to time experience changes in costs related to providing service under this FERC Gas Tariff, including, but not limited to, changes in the cost of labor, benefits, materials and supplies, taxes, and required rate of return, costs associated with the resolution of past disputes or outstanding uncertainties concerning amounts owed by Panhandle or attributable to Panhandle, and costs generated by decisions by the Commission, the courts or by an arbitration panel or other body having jurisdiction over Panhandle. It may be appropriate, equitable and consistent with cost responsibility to allocate such costs among Shippers based on or taking into account past period factors, such as contract demand levels, purchase or other factors related to a prior period of time. Panhandle shall have the right from time to time to make rate change filings which may include such costs and utilize an allocation methodology based in whole or in part on factors related to past periods. Specific allocation methodologies will be determined when Panhandle submits a filing to recover any of the aforesaid costs. Shipper shall have the right to intervene and protest any such filings.

18.1 Gas Research Institute (GRI) Voluntary Contribution Mechanism

(a) Purpose

GRI, an Illinois not for profit corporation, has been organized for the purpose of sponsoring Research, Development and Demonstration (RD&D) programs in the field of natural and manufactured Gas for the purpose of assisting all segments of the Gas industry in providing adequate, reliable, safe, economic and environmentally acceptable Gas service for the benefit of Gas consumers and the general public in the United States. Panhandle is a collection agent for GRI.

(b) Voluntary Contribution Mechanism

Shipper shall be permitted to make voluntary contributions to GRI in such amounts and for such GRI project(s) or project area(s) as Shipper specifies. To facilitate the voluntary collection mechanism, Panhandle will include with Shipper's invoice a procedure to permit Shipper to designate contributions for GRI RD&D Programs. The voluntary contribution invoice mechanism is not a pipeline rate, rate provision nor term or condition of service. It is included in the invoice in accordance with the January 21, 1998, Stipulation and Agreement Concerning GRI Funding approved by the Commission in Gas Research Institute, 83 F.E.R.C. ¶ 61,093 (1998), order on reh'g, 83 F.E.R.C. ¶ 61,331 (1998). Any amounts remitted to Panhandle pursuant to
the voluntary contribution mechanism shall be forwarded to GRI by Panhandle as described in Section 18.1(c) herein and are not refundable by Panhandle.

(c) Remittance to GRI

Panhandle shall remit to GRI, not later than fifteen (15) Days after the receipt thereof, all monies actually collected and received by virtue of the GRI voluntary contribution mechanism, less any amounts properly payable to a Federal, State or Local authority relating to the monies received hereunder. In no event will Panhandle be required to remit to GRI amounts not actually collected, except as specified in this Section 18.1. For the amounts received through the voluntary contribution mechanism, Panhandle shall indicate to GRI the amounts applicable to specific projects and project areas, if so indicated by Shipper.

(d) Flowthrough of Refunds from GRI

To the extent Panhandle receives refunds from GRI, Panhandle will, in turn, flowback such amounts to its non-discounted firm Shippers in accordance with the Stipulation and Agreement previously described in Section 18.1(b).

18.2 Annual Charge Adjustment Provision (ACA)

(a) Purpose

Annual charges are assessed Gas pipelines by the Commission under Part 382 of the Commission's Regulations prior to each fiscal year in order to cover the cost of the operation of the FERC. For the purpose of recovering such charges assessed Panhandle by the Commission, this Section 18.2 establishes pursuant to Section 154.402 of the Commission's Regulations an ACA unit charge to be applicable to quantities transported under Panhandle's Rate Schedules FT, EFT, SCT, IT, EIT, LFT and HFT. This ACA unit charge calculated by the Commission is in addition to any amounts otherwise payable to Panhandle under said Rate Schedules.

(b) ACA Unit Charge

The ACA unit charge, as revised annually and posted on the Commission's website located at http://www.ferc.gov, is incorporated by reference in Panhandle's Tariff. The annual charges unit charge (ACA unit charge) is stated on the Commission's website under “Natural Gas, Annual Charges, FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge.” The ACA unit charge is restated to be effective each October 1 on the first day of the Commission’s fiscal year.
18. PERIODIC RATE ADJUSTMENTS AND SURCHARGES

Periodically rates and charges under Panhandle’s FERC Gas Tariff shall be adjusted to reflect changes in Panhandle’s expenditures for Take-or-Pay, the Gas Research Institute, the Annual Charge Adjustment, the Applicable Surcharge Adjustments and the Transition Cost Recovery Mechanism. Such expenditures shall include both expenditures chargeable to operations as well as expenditures includable in rate base. Panhandle and Shipper recognize that Panhandle shall from time to time experience changes in costs related to providing service under this FERC Gas Tariff, including, but not limited to, changes in the cost of labor, benefits, materials and supplies, taxes, and required rate of return, costs associated with the resolution of past disputes or outstanding uncertainties concerning amounts owed by Panhandle or attributable to Panhandle, and costs generated by decisions by the Commission, the courts or by an arbitration panel or other body having jurisdiction over Panhandle. It may be appropriate, equitable and consistent with cost responsibility to allocate such costs among Shippers based on or taking into account past period factors, such as contract demand levels, purchases or other factors related to a prior period of time. Panhandle shall have the right from time to time to make rate change filings which may include such costs and utilize an allocation methodology based in whole or in part on factors related to past periods. Specific allocation methodologies will be determined when Panhandle submits a filing to recover any of the aforesaid costs. Shipper shall have the right to intervene and protest any such filings.

18.1 Gas Research Institute (GRI) Voluntary Contribution Mechanism

(a) Purpose

GRI, an Illinois not for profit corporation, has been organized for the purpose of sponsoring Research, Development and Demonstration (RD&D) programs in the field of natural and manufactured Gas for the purpose of assisting all segments of the Gas industry in providing adequate, reliable, safe, economic and environmentally acceptable Gas service for the benefit of Gas consumers and the general public in the United States. Panhandle is a collection agent for GRI.

(b) Voluntary Contribution Mechanism

Shipper shall be permitted to make voluntary contributions to GRI in such amounts and for such GRI project(s) or project area(s) as Shipper specifies. To facilitate the voluntary collection mechanism, Panhandle will include with Shipper’s invoice a procedure to permit Shipper to designate contributions for GRI RD&D Programs. The voluntary contribution invoice mechanism is not a pipeline rate, rate provision nor term or condition of service. It is included in the invoice in accordance with the January 21, 1998, Stipulation and Agreement Concerning GRI Funding approved by the Commission in Gas Research Institute, 83 F.E.R.C. ¶ 61,093 (1998), order on
reh’g, 83 F.E.R.C. ¶ 61,331 (1998). Any amounts remitted to Panhandle pursuant to the voluntary contribution mechanism shall be forwarded to GRI by Panhandle as described in Section 18.1(c) herein and are not refundable by Panhandle.

(c) Remittance to GRI

Panhandle shall remit to GRI, not later than fifteen (15) Days after the receipt thereof, all monies actually collected and received by virtue of the GRI voluntary contribution mechanism, less any amounts properly payable to a Federal, State or Local authority relating to the monies received hereunder. In no event will Panhandle be required to remit to GRI amounts not actually collected, except as specified in this Section 18.1. For the amounts received through the voluntary contribution mechanism, Panhandle shall indicate to GRI the amounts applicable to specific projects and project areas, if so indicated by Shipper.

(d) Flowthrough of Refunds from GRI

To the extent Panhandle receives refunds from GRI, Panhandle will, in turn, flowback such amounts to its non-discounted firm Shippers in accordance with the Stipulation and Agreement previously described in Section 18.1(b).

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Annual charges are assessed Gas pipelines by the Commission under Part 382 of the Commission's Regulations prior to each fiscal year in order to cover the cost of the operation of the FERC. For the purpose of recovering such charges assessed Panhandle by the Commission, this Section 18.2 establishes pursuant to Section 154.402 of the Commission's Regulations an ACA unit charge to be applicable to quantities transported under Panhandle’s Rate Schedules FT, EFT, SCT, IT, EIT, LFT and HFT. This ACA unit charge calculated by the Commission is in addition to any amounts otherwise payable to Panhandle under said Rate Schedules.

(b) ACA Unit Charge

The ACA unit charge, as revised annually and posted on the Commission’s website located at http://www.ferc.gov, is incorporated by reference in Panhandle’s Tariff. The annual charges unit charge (ACA unit charge) is stated on the Commission’s website under “Natural Gas, Annual Charges, FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge.” The ACA unit charge is restated to be effective each October 1 on the first day of the Commission’s fiscal year.
18.3 GAS SUPPLY REALIGNMENT COSTS

(a) Purpose

This Section 18.3 establishes the means by which Panhandle shall recover its Gas Supply Realignment (GSR) Costs.

(b) Definitions

The following defines certain terms as they are used in this Section 18.3:

1. Gas Supply Realignment (GSR) Costs are actual payments made in cash by Panhandle, or amounts for which Panhandle has incurred a written obligation or commitment to pay for buyouts, buydowns, contract reformation, payments to resolve or respond to litigation or arbitration proceedings, or payments to assign contracts that are attributable to customer elections made pursuant to 18 C.F.R. _ 284.14(d) and carrying charges, calculated in accordance with Section 154.501(d) of the Commission's Regulations, on actual payments from the date such payments are made to the effective date of the rate filing made to recover such payments.

2. Initial GSR Cost Collection Period will consist of the three (3) years commencing with the effective date of the rate filing to recover GSR Costs.

3. Carryover GSR Cost Collection Period will consist of each annual extension in accordance with Section 18.3(f) hereof to complete the full recovery of Panhandle's GSR Costs.

(c) Mechanisms for Recovery of GSR Costs

Ninety (90) percent of Panhandle's GSR Costs, including carrying charges, shall be recovered by means of a GSR Reservation Surcharge applicable to service under Rate Schedules FT, EFT, SCT, LFT and HFT. The GSR Reservation Surcharge applicable to service under Rate Schedule SCT shall be converted to a Volumetric Surcharge at a 52.5% load factor rate. The GSR Reservation Surcharge shall be stated on the Currently Effective Rates for the applicable Rate Schedule, as the same may change from time to time, and shall become a part of the stated rates for services provided under such Rate Schedules.

Ten (10) percent of Panhandle's GSR Costs, including carrying charges, shall be recovered through the rates applicable to interruptible service under Rate Schedules IT and EIT as the same may change from time to time, and shall become part of the stated rates for services provided under such Rate Schedules.
Carrying Charges shall be calculated in accordance with Section 154.501(d) of the Commission's Regulations.

The provisions of this Section 18.3 shall be fully applicable to successor, replacement and new rate schedules.

(d) Filing Procedure For Initial GSR Cost Collection Period

(1) Panhandle may make one or more rate filings to recover GSR Costs from Shippers served under Rate Schedules FT, EFT, SCT, IT, EIT, LFT and HFT. An Initial GSR Cost Collection Period shall apply to each rate filing Panhandle makes to recover GSR Costs.

(2) The GSR Reservation Surcharge during the Initial GSR Cost Collection Period shall be designed to recover the applicable GSR Costs over the three (3) year Initial GSR Cost Collection Period using the applicable firm service design determinants underlying Panhandle's then effective rates for service under Rate Schedules FT, EFT, SCT, LFT and HFT.

The GSR Reservation Surcharge shall be based on one-third (1/3) of the applicable GSR Costs to be recovered pursuant to this Section 18.3. Such GSR Costs shall include carrying charges for the Initial GSR Cost Collection Period.

The GSR Reservation Surcharge shall be adjusted annually during the Initial GSR Cost Collection Period to reflect changes in the effective billing determinants under Rate Schedules FT, EFT, SCT, LFT and HFT. Such revisions to the GSR Reservation Surcharge will become effective twelve (12) months after the effective date of the rate filing to establish the Initial GSR Cost Collection Period or subsequent adjustment to the GSR Reservation Surcharge. At least thirty (30) Days prior to the effective date of the annual adjustment to the GSR Reservation Surcharge, Panhandle shall file with the Federal Energy Regulatory Commission and post, as defined in Section 154.2(d) of the Commission's Regulations, the Currently Effective Rates for the applicable Rate Schedules, together with supporting computations.

(3) Rates for interruptible service under Rate Schedules IT and EIT shall be adjusted to permit the recovery of the applicable GSR Costs during the three (3) year Initial GSR Cost Collection Period using the applicable interruptible service design determinants underlying Panhandle's then-effective rates. The adjustment to rates for interruptible service shall be based on one-third (1/3) of the applicable GSR Costs. Such GSR Costs shall include carrying costs for the Initial GSR Cost Collection Period.
(e) GSR Exit Fee

If at any time prior to the conclusion of the Initial GSR Cost Collection Period or any Carryover GSR Cost Collection Period, a Shipper under a firm Service Agreement affected by this Section 18.3 requests a modification to the Service Agreement to reduce the MDCQ or requests a termination of the Service Agreement and if Panhandle agrees to such reduction or termination, then the affected Shipper shall immediately become obligated to Panhandle for the GSR Exit Fee. The GSR Exit Fee shall equal the amount which would have been collected during the remainder of the Initial or the Carryover Cost Collection Period, as applicable, of this Section 18.3 at the level of firm service applicable to such Shipper at the effective date hereof, or the effective date of the Service Agreement whichever is later. Panhandle will invoice such amount to the affected Shipper in a direct bill within thirty (30) days after the termination or reduction in firm service rights. Invoices pursuant to this Section 18.3(e), including carrying charges calculated in accordance with Section 154.501(d) of the Commission's Regulations shall be due and payable within ten (10) days of the issuance of such invoices.

(f) Reconciliation

(1) Within ninety (90) days of the conclusion of a GSR Cost Collection Period, Panhandle shall file a limited rate filing under Section 4 of the Natural Gas Act to reconcile its GSR Costs with the actual amounts of GSR Costs recovered during such period. The actual amounts of GSR costs recovered through GSR Reservation Surcharges under Rate Schedules FT, EFT, SCT, LFT and HFT shall be determined separately from the actual amounts of GSR Costs recovered through interruptible transportation rates under Rate Schedules IT and EIT. For purposes of these calculations, any amount by which interruptible transportation rates have been discounted (up to the amounts of GSR costs to be recovered through such rates) will serve to decrease the actual amounts of GSR Costs collected through interruptible rates; and any amount by which GSR Reservation Surcharges charged to any customer affected by this Section 18.3 have been discounted (up to the amounts of GSR costs to be recovered through such rates) pursuant to a discount agreement entered into prior to the effective date of this Section 18.3, will serve to decrease the amount of actual GSR Costs collected through GSR Reservation Surcharges. Any GSR Exit Fees will be added to the actual amounts of GSR Costs recovered through GSR Reservation Surcharges.

(2) If Panhandle's collections hereunder shall equal or exceed its GSR Costs, Panhandle shall file to terminate further collections hereunder and to refund the amount of any excess collected to all Shippers affected hereby in proportion to the principal amount of actual GSR costs which they have
paid during the GSR cost collection period. Within thirty (30) days of the Commission's approval of such filing, refunds, with applicable carrying charges, shall be paid. In addition, Panhandle will submit a report to the Commission setting out a comparison of its GSR costs and the amounts collected hereunder and any repayments actually made.

(3) If Panhandle's collections hereunder are less than its GSR Costs, Panhandle shall file to recover such deficiency, including carrying charges, during the Carryover GSR Cost Collection Surcharge Period by filing with the Commission GSR Reservation Surcharges and interruptible Transportation rates. The GSR Reservation Charge will be determined by dividing the remaining GSR Costs attributable to firm services to be recovered through the GSR Reservation Surcharge by the design billing determinants underlying Panhandle's then-effective rates applicable to Rate Schedules FT, EFT, SCT, LFT and HFT. The remaining GSR Costs to be recovered in the interruptible transportation rates under Rate Schedules IT and EIT shall be determined by dividing the remaining GSR Costs attributable to interruptible services by the applicable interruptible service design determinants underlying Panhandle's then-effective rates. The Carryover GSR Cost Collection Period shall commence on the first day of the month following Commission approval of such filing.

18.4 Treatment of Other Transition Costs

This Section 18.4 establishes procedures by which Panhandle will recover the costs of restructuring its services in accordance with FERC Order No. 636, Order No. 636-A and Order No. 636-B and 18 C.F.R. Part 284 other than Gas Supply Realignment Costs, the recovery of which shall be governed by Section 18.3 of these General Terms and Conditions.

(a) Costs of New Facilities

Panhandle shall be entitled to file under Section 4 of the Natural Gas Act and the Commission's Regulations and recover the capital costs and other costs incurred for, and in connection with providing the restructured services in accordance with Order No. 636, Order No. 636-A and Order No. 636-B.

(b) Stranded Costs

Panhandle has incurred costs associated with facilities and contracts to provide services under its Former Tariff. In the event the facilities and contracts related to these costs cease to be required as a result of the restructuring of service, Panhandle shall be entitled to file under Section 4 of the Natural Gas Act and the Commission’s Regulations and recover such costs.
(c) Upstream Transition Costs

Panhandle shall be entitled to file under Section 4 of the Natural Gas Act and the Commission’s Regulations and recover the amounts it has been billed by other pipelines attributable to their service restructurings required by Order No. 636, Order No. 636-A and Order No. 636-B to the extent such costs are not recovered pursuant to Section 18.3 of these General Terms and Conditions.

18.5 Notice of Cancellation

Notice is hereby given that effective June 1, 2005, Section 18.5 constituting Original Sheet Nos. 316, 317 and 318 of the FERC Gas Tariff, Third Revised Volume No. 1 of Panhandle Eastern Pipe Line Company, LP is cancelled.

18.6 Notice of Cancellation

Notice is hereby given that effective May 17, 2009, Section 18.6 constituting Original Sheet Nos. 319 through 321 of the FERC Gas Tariff, Third Revised Volume No. 1 of Panhandle Eastern Pipe Line Company, LP is cancelled.

18.7 Recovery of Miscellaneous Stranded Costs

(a) Purpose

This Section 18.7 establishes the means by which Panhandle shall recover Miscellaneous Stranded Costs in accordance with FERC Order No. 636 et seq., using reservation and volumetric surcharges.

(b) Applicability

The Miscellaneous Stranded Cost Reservation and Volumetric Surcharges shall apply as specified herein below commencing with the effectiveness of this Section 18.7 or the effective date of the filing made to recover the Miscellaneous Stranded Costs and continuing for a period of three (3) years to those shippers served under Rate Schedules FT, EFT, SCT, IT, EIT, LFT and HFT and thereafter for such time as is described in Section 18.7(g).

(c) Definitions

The following defines certain terms as they are used in this Section 18.7:

(1) "Miscellaneous Stranded Cost Reservation Surcharge" shall mean the currently effective surcharge applicable to service under Rate Schedules FT, EFT, SCT, LFT and HFT as shown on each of the applicable Currently Effective Rates.
(2) "Miscellaneous Stranded Cost Volumetric Surcharge" shall mean the currently effective surcharge applicable to service under Rate Schedules IT and EIT, as shown on the Currently Effective Rates.

(3) "Section 18.7 Recovery Period" shall mean the three (3) year period which shall commence upon the effective date of the filing to recover the eligible Miscellaneous Stranded Costs.

(4) "Section 18.7 Reconciliation Recovery Period" shall mean the twelve (12) months commencing on the first day of the month following Commission approval of Panhandle's Reconciliation filing as provided for in Section 18.7(g).

(5) "Levelized Interest" shall mean the interest amount resulting from the projected amortization of the Miscellaneous Stranded Costs over the Section 18.7 Recovery Period in accordance with Section 154.501(d) of the Commission's Regulations.

(d) Mechanism for Recovery of Miscellaneous Stranded Costs

Ninety percent (90%) of Panhandle's Miscellaneous Stranded Costs, including Levelized Interest, shall be recovered by means of the Miscellaneous Stranded Costs Reservation Surcharge. The Miscellaneous Stranded Costs Reservation Surcharge applicable to service under Rate Schedule SCT shall be converted to a Volumetric Surcharge at a 52.5% load factor. The Miscellaneous Stranded Costs Reservation Surcharge shall be stated on the Currently Effective Rates for the applicable Rate Schedule and shall become a part of the stated rates for service provided under such Rate Schedules. Ten percent (10%) of Panhandle's Miscellaneous Stranded Costs, including Levelized Interest, shall be recovered by means of the Miscellaneous Stranded Cost Volumetric Surcharge applicable to service under Rate Schedules IT and EIT. The Miscellaneous Stranded Cost Volumetric Surcharge shall be stated on the Currently Effective Rates for the applicable Rate Schedule and shall become a part of the stated rates for service provided under such Rate Schedules.

On or before September 1 of each year during the Section 18.7 Recovery Period, Panhandle will file with the Commission such updates as otherwise are required by this Section 18.7 to the Miscellaneous Stranded Cost Reservation Surcharge applicable to service under Rate Schedules FT, EFT, SCT, LFT and HFT and the Miscellaneous Stranded Cost Volumetric Surcharge applicable to service under Rate Schedules IT and EIT with such updated Surcharges to be effective on the immediately following October 1. Panhandle will provide 30 days notice of such changes to the Miscellaneous Stranded Cost Reservation and Miscellaneous Stranded Cost Volumetric Surcharge.
The provisions of this Section 18.7 shall be fully applicable to successor, replacement and new rate schedules.

(e) Filing Procedures for Miscellaneous Stranded Costs

The Miscellaneous Stranded Cost Reservation Surcharge during the Section 18.7 Recovery Period shall be designed to recover ninety percent (90%) of the Miscellaneous Stranded Costs over three (3) years using the applicable firm service design determinants underlying Panhandle's then effective rates for service under Rate Schedules FT, EFT, SCT, LFT and HFT.

The Miscellaneous Stranded Cost Volumetric Surcharge during the Section 18.7 Recovery Period shall be designed to recover ten percent (10%) of the Miscellaneous Stranded Costs over three (3) years using the applicable interruptible service design determinants underlying Panhandle's then effective rates for service under Rate Schedules IT and EIT.

(f) Miscellaneous Stranded Cost Exit Fee

If at any time prior to the conclusion of recoveries of costs pursuant to this Section 18.7, a Shipper under a firm Service Agreement affected by this Section 18.7 requests a modification to the Service Agreement to reduce the MDCQ or requests a termination of the Service Agreement and if Panhandle agrees to such reduction or termination, then such Shipper shall become obligated to Panhandle for payment of the Miscellaneous Stranded Cost Exit Fee, as mutually agreed to by Panhandle and such Shipper. Within thirty (30) days after any such termination, Panhandle shall send an invoice for amounts due hereunder from a Shipper affected by this Section 18.7(f) and payment shall be due within ten (10) days of the issuance of such invoices. Panhandle shall include amounts due hereunder from a Shipper with reduced MDCQ with the Shipper’s first invoice for continuing service after the effectiveness of such reduction. Payment of a Miscellaneous Stranded Cost Exit Fee by a Shipper reducing its MDCQ shall not serve to extinguish the obligation of such Shipper for Miscellaneous Stranded Cost Reservation Surcharges applicable to the remainder of its MDCQ. A firm Shipper which exercises a contractual right to reduce or terminate its contract will not be subject to a Miscellaneous Stranded Cost Exit Fee to the extent of such reduction or termination.

(g) Reconciliation Provisions

(1) Within ninety (90) days of the conclusion of the Section 18.7 Recovery Period, Panhandle shall reconcile its Miscellaneous Stranded Costs with the actual amounts of Miscellaneous Stranded Costs recovered during such period. The actual amounts of Miscellaneous Stranded Costs recovered
through Miscellaneous Stranded Cost Reservation Surcharges under Rate Schedule FT, EFT, SCT, LFT and HFT shall be determined separately from the actual amounts of Miscellaneous Stranded Costs recovered through Miscellaneous Stranded Cost Volumetric Surcharges under Rate Schedules IT and EIT.

(2) If Panhandle's actual collections hereunder shall equal or exceed its Miscellaneous Stranded Costs, Panhandle shall file to terminate further collections hereunder and to refund the amount of any excess collected to all Shippers affected hereby in proportion to the principal amount of actual Miscellaneous Stranded Costs which they have paid during the Section 18.7 Recovery Period. Within thirty (30) days of the Commission's approval of Panhandle's filing, refunds, with applicable carrying costs computed in accordance with Section 154.501(d) of the Commission's Regulations, shall be paid. In addition, Panhandle will submit a report to the Commission setting out a comparison of its Miscellaneous Stranded Costs and the actual amounts collected hereunder and any repayments actually made.

(3) If Panhandle's actual collections hereunder are less than its Miscellaneous Stranded Costs, Panhandle shall file to recover such deficiency, including carrying charges computed in accordance with Section 154.501(d) of the Commission's Regulations, during the Section 18.7 Reconciliation Period by means of Miscellaneous Stranded Cost Reservation Surcharges and Miscellaneous Stranded Cost Volumetric Surcharges. The Miscellaneous Stranded Cost Reservation Surcharge shall be determined by dividing the remaining Miscellaneous Stranded Costs attributable to firm services by the design billing determinants underlying Panhandle's then-effective rates applicable to service under Rate Schedules FT, EFT, SCT, LFT and HFT. The Miscellaneous Stranded Cost Reservation Surcharge under Rate Schedule SCT shall be converted to a Volumetric Surcharge at a 52.5% load factor. The Miscellaneous Stranded Cost Volumetric Surcharge shall be determined by dividing the remaining Miscellaneous Stranded Costs attributable to interruptible services by the design billing determinants underlying Panhandle's then-effective rates for service under Rate Schedules IT and EIT.
18. PERIODIC RATE ADJUSTMENTS AND SURCHARGES

Periodically rates and charges under Panhandle’s FERC Gas Tariff shall be adjusted to reflect changes in Panhandle’s expenditures for Take-or-Pay, the Gas Research Institute, the Annual Charge Adjustment, the Applicable Surcharge Adjustments and the Transition Cost Recovery Mechanism. Such expenditures shall include both expenditures chargeable to operations as well as expenditures includable in rate base. Panhandle and Shipper recognize that Panhandle shall from time to time experience changes in costs related to providing service under this FERC Gas Tariff, including, but not limited to, changes in the cost of labor, benefits, materials and supplies, taxes, and required rate of return, costs associated with the resolution of past disputes or outstanding uncertainties concerning amounts owed by Panhandle or attributable to Panhandle, and costs generated by decisions by the Commission, the courts or by an arbitration panel or other body having jurisdiction over Panhandle. It may be appropriate, equitable and consistent with cost responsibility to allocate such costs among Shippers based on or taking into account past period factors, such as contract demand levels, purchases or other factors related to a prior period of time. Panhandle shall have the right from time to time to make rate change filings which may include such costs and utilize an allocation methodology based in whole or in part on factors related to past periods. Specific allocation methodologies will be determined when Panhandle submits a filing to recover any of the aforesaid costs. Shipper shall have the right to intervene and protest any such filings.

18.1 Gas Research Institute (GRI) Voluntary Contribution Mechanism

(a) Purpose

GRI, an Illinois not for profit corporation, has been organized for the purpose of sponsoring Research, Development and Demonstration (RD&D) programs in the field of natural and manufactured Gas for the purpose of assisting all segments of the Gas industry in providing adequate, reliable, safe, economic and environmentally acceptable Gas service for the benefit of Gas consumers and the general public in the United States. Panhandle is a collection agent for GRI.

(b) Voluntary Contribution Mechanism

Shipper shall be permitted to make voluntary contributions to GRI in such amounts and for such GRI project(s) or project area(s) as Shipper specifies. To facilitate the voluntary collection mechanism, Panhandle will include with Shipper's invoice a procedure to permit Shipper to designate contributions for GRI RD&D Programs. The voluntary contribution invoice mechanism is not a pipeline rate, rate provision nor term or condition of service. It is included in the invoice in accordance with the January 21, 1998, Stipulation and Agreement Concerning GRI Funding approved by the Commission in Gas Research Institute,
83 F.E.R.C. ¶ 61,093 (1998), order on reh’g, 83 F.E.R.C. ¶ 61,331 (1998). Any amounts remitted to Panhandle pursuant to the voluntary contribution mechanism shall be forwarded to GRI by Panhandle as described in Section 18.1(c) herein and are not refundable by Panhandle.

(c) Remittance to GRI

Panhandle shall remit to GRI, not later than fifteen (15) Days after the receipt thereof, all monies actually collected and received by virtue of the GRI voluntary contribution mechanism, less any amounts properly payable to a Federal, State or Local authority relating to the monies received hereunder. In no event will Panhandle be required to remit to GRI amounts not actually collected, except as specified in this Section 18.1. For the amounts received through the voluntary contribution mechanism, Panhandle shall indicate to GRI the amounts applicable to specific projects and project areas, if so indicated by Shipper.

(d) Flowthrough of Refunds from GRI

To the extent Panhandle receives refunds from GRI, Panhandle will, in turn, flowback such amounts to its non-discounted firm Shippers in accordance with the Stipulation and Agreement previously described in Section 18.1(b).

18.2 Annual Charge Adjustment Provision (ACA)

(a) Purpose

Annual charges are assessed Gas pipelines by the Commission under Part 382 of the Commission's Regulations prior to each fiscal year in order to cover the cost of the operation of the FERC. For the purpose of recovering such charges assessed Panhandle by the Commission, this Section 18.2 establishes pursuant to Section 154.402 of the Commission's Regulations an ACA Surcharge to be applicable to quantities transported under Panhandle's Rate Schedules FT, EFT, SCT, IT, EIT, LFT and HFT. This ACA Surcharge is in addition to any amounts otherwise payable to Panhandle under said Rate Schedules.

(b) Basis of the ACA Unit Charge Rate

The ACA Unit Charge Rate shall be that increment, adjusted to Panhandle's measurement base (Dekatherm) and pressure base, if required, which has been approved by valid Commission Orders approving an annual charge unit rate.
(c) Filing Procedure

The ACA Surcharge or any subsequent changes in such surcharge shall be filed by Panhandle at least thirty (30) Days prior to the proposed effective date unless for good cause shown a lesser notice period is allowed by valid Commission Orders or the establishment by the Commission of the annual charge unit rate for a particular fiscal year prohibits Panhandle from making a timely filing. The proposed effective date of filings pursuant to this subsection shall be the effective date prescribed by the Commission. Such filing shall become effective without suspension or refund obligation.

18.3 GAS SUPPLY REALIGNMENT COSTS

(a) Purpose

This Section 18.3 establishes the means by which Panhandle shall recover its Gas Supply Realignment (GSR) Costs.

(b) Definitions

The following defines certain terms as they are used in this Section 18.3:

(1) Gas Supply Realignment (GSR) Costs are actual payments made in cash by Panhandle, or amounts for which Panhandle has incurred a written obligation or commitment to pay for buyouts, buydowns, contract reformation, payments to resolve or respond to litigation or arbitration proceedings, or payments to assign contracts that are attributable to customer elections made pursuant to 18 C.F.R. § 284.14(d) and carrying charges, calculated in accordance with Section 154.501(d) of the Commission’s Regulations, on actual payments from the date such payments are made to the effective date of the rate filing made to recover such payments.

(2) Initial GSR Cost Collection Period will consist of the three (3) years commencing with the effective date of the rate filing to recover GSR Costs.

(3) Carryover GSR Cost Collection Period will consist of each annual extension in accordance with Section 18.3(f) hereof to complete the full recovery of Panhandle’s GSR Costs.

(c) Mechanisms for Recovery of GSR Costs

Ninety (90) percent of Panhandle’s GSR Costs, including carrying charges, shall be recovered by means of a GSR Reservation Surcharge applicable to service
under Rate Schedules FT, EFT, SCT, LFT, and HFT. The GSR Reservation Surcharge applicable to service under Rate Schedule SCT shall be converted to a Volumetric Surcharge at a 52.5% load factor rate. The GSR Reservation Surcharge shall be stated on the currently effective rates for the applicable Rate Schedule, as the same may change from time to time, and shall become a part of the stated rates for services provided under such Rate Schedules.

Ten (10) percent of Panhandle's GSR Costs, including carrying charges, shall be recovered through the rates applicable to interruptible service under Rate Schedules IT and EIT as the same may change from time to time, and shall become part of the stated rates for services provided under such Rate Schedules.

Carrying Charges shall be calculated in accordance with Section 154.501(d) of the Commission's Regulations.

The provisions of this Section 18.3 shall be fully applicable to successor, replacement and new rate schedules.

(d) Filing Procedure For Initial GSR Cost Collection Period

(1) Panhandle may make one or more rate filings to recover GSR Costs from Shippers served under Rate Schedules FT, EFT, SCT, IT, EIT, LFT, and HFT. An Initial GSR Cost Collection Period shall apply to each rate filing Panhandle makes to recover GSR Costs.

(2) The GSR Reservation Surcharge during the Initial GSR Cost Collection Period shall be designed to recover the applicable GSR Costs over the three (3) year Initial GSR Cost Collection Period using the applicable firm service design determinants underlying Panhandle's then effective rates for service under Rate Schedules FT, EFT, SCT, LFT, and HFT.

The GSR Reservation Surcharge shall be based on one-third (1/3) of the applicable GSR Costs to be recovered pursuant to this Section 18.3. Such GSR Costs shall include carrying charges for the Initial GSR Cost Collection Period.

The GSR Reservation Surcharge shall be adjusted annually during the Initial GSR Cost Collection Period to reflect changes in the effective billing determinants under Rate Schedules FT, EFT, SCT, LFT, and HFT. Such revisions to the GSR Reservation Surcharge will become effective twelve (12) months after the effective date of the rate filing to establish the Initial GSR Cost Collection Period or subsequent adjustment to the GSR Reservation Surcharge. At least thirty (30) Days prior to the effective date of the annual adjustment to the GSR Reservation Surcharge.
Surcharge, Panhandle shall file with the Federal Energy Regulatory Commission and post, as defined in Section 154.2(d) of the Commission’s Regulations, the Currently Effective Rates for the applicable Rate Schedules, together with supporting computations.

(3) Rates for interruptible service under Rate Schedules IT and EIT shall be adjusted to permit the recovery of the applicable GSR Costs during the three (3) year Initial GSR Cost Collection Period using the applicable interruptible service design determinants underlying Panhandle’s then-effective rates. The adjustment to rates for interruptible service shall be based on one-third (1/3) of the applicable GSR Costs. Such GSR Costs shall include carrying costs for the Initial GSR Cost Collection Period.

(e) GSR Exit Fee

If at any time prior to the conclusion of the Initial GSR Cost Collection Period or any Carryover GSR Cost Collection Period, a Shipper under a firm Service Agreement affected by this Section 18.3 requests a modification to the Service Agreement to reduce the MDCQ or requests a termination of the Service Agreement and if Panhandle agrees to such reduction or termination, then the affected Shipper shall immediately become obligated to Panhandle for the GSR Exit Fee. The GSR Exit Fee shall equal the amount which would have been collected during the remainder of the Initial or the Carryover Cost Collection Period, as applicable, of this Section 18.3 at the level of firm service applicable to such Shipper at the effective date hereof, or the effective date of the Service Agreement whichever is later. Panhandle will invoice such amount to the affected Shipper in a direct bill within thirty (30) days after the termination or reduction in firm service rights. Invoices pursuant to this Section 18.3(e), including carrying charges calculated in accordance with Section 154.501(d) of the Commission’s Regulations shall be due and payable within ten (10) days of the issuance of such invoices.

(f) Reconciliation

(1) Within ninety (90) days of the conclusion of a GSR Cost Collection Period, Panhandle shall file a limited rate filing under Section 4 of the Natural Gas Act to reconcile its GSR Costs with the actual amounts of GSR Costs recovered during such period. The actual amounts of GSR costs recovered through GSR Reservation Surcharges under Rate Schedules FT, EFT, SCT, LFT and HFT shall be determined separately from the actual amounts of GSR Costs recovered through interruptible transportation rates under Rate Schedules IT and EIT. For purposes of these calculations, any amount by which interruptible transportation rates have been discounted (up to the amounts of GSR costs to be
recovered through such rates) will serve to decrease the actual amounts of GSR Costs collected through interruptible rates; and any amount by which GSR Reservation Surcharges charged to any customer affected by this Section 18.3 have been discounted (up to the amounts of GSR costs to be recovered through such rates) pursuant to a discount agreement entered into prior to the effective date of this Section 18.3, will serve to decrease the amount of actual GSR Costs collected through GSR Reservation Surcharges. Any GSR Exit Fees will be added to the actual amounts of GSR Costs recovered through GSR Reservation Surcharges.

(2) If Panhandle’s collections hereunder shall equal or exceed its GSR Costs, Panhandle shall file to terminate further collections hereunder and to refund the amount of any excess collected to all Shippers affected hereby in proportion to the principal amounts of actual GSR Costs which they have paid during the GSR cost collection period. Within thirty (30) days of the Commission’s approval of such filing, refunds, with applicable carrying charges, shall be paid. In addition, Panhandle will submit a report to the Commission setting out a comparison of its GSR costs and the amounts collected hereunder and any repayments actually made.

(3) If Panhandle’s collections hereunder are less than its GSR Costs, Panhandle shall file to recover such deficiency, including carrying charges, during the Carryover GSR Cost Collection Surcharge Period by filing with the Commission GSR Reservation Surcharges and interruptible Transportation rates. The GSR Reservation Charge will be determined by dividing the remaining GSR Costs attributable to firm services to be recovered through the GSR Reservation Surcharge by the design billing determinants underlying Panhandle’s then-effective rates applicable to Rate Schedules FT, EFT, SCT, LFT and HFT. The remaining GSR Costs to be recovered in the interruptible transportation rates under Rate Schedules IT and EIT shall be determined by dividing the remaining GSR Costs attributable to interruptible services by the applicable interruptible service design determinants underlying Panhandle’s then-effective rates. The Carryover GSR Cost Collection Period shall commence on the first day of the month following Commission approval of such filing.
18.4 Treatment of Other Transition Costs

This Section 18.4 establishes procedures by which Panhandle will recover the costs of restructuring its services in accordance with FERC Order No. 636, Order No. 636-A and Order No. 636-B and 18 C.F.R. Part 284 other than Gas Supply Realignment Costs, the recovery of which shall be governed by Section 18.3 of these General Terms and Conditions.

(a) Costs of New Facilities

Panhandle shall be entitled to file under Section 4 of the Natural Gas Act and the Commission's Regulations and recover the capital costs and other costs incurred for, and in connection with providing the restructured services in accordance with Order No. 636, Order No. 636-A and Order No. 636-B.

(b) Stranded Costs

Panhandle has incurred costs associated with facilities and contracts to provide services under its Former Tariff. In the event the facilities and contracts related to these costs cease to be required as a result of the restructuring of service, Panhandle shall be entitled to file under Section 4 of the Natural Gas Act and the Commission's Regulations and recover such costs.

(c) Upstream Transition Costs

Panhandle shall be entitled to file under Section 4 of the Natural Gas Act and the Commission's Regulations and recover the amounts it has been billed by other pipelines attributable to their service restructurings required by Order No. 636, Order No. 636-A and Order No. 636-B to the extent such costs are not recovered pursuant to Section 18.3 of these General Terms and Conditions.

18.5 Notice of Cancellation

Notice is hereby given that effective June 1, 2005, Section 18.5 constituting Original Sheet Nos. 316, 317 and 318 of the FERC Gas Tariff, Third Revised Volume No. 1 of Panhandle Eastern Pipe Line Company, LP is cancelled.

18.6 Notice of Cancellation

Notice is hereby given that effective May 17, 2009, Section 18.6 constituting Original Sheet Nos. 319 through 321 of the FERC Gas Tariff, Third Revised Volume No. 1 of Panhandle Eastern Pipe Line Company, LP is cancelled.
18.7  Recovery of Miscellaneous Stranded Costs

(a)  Purpose

This Section 18.7 establishes the means by which Panhandle shall recover Miscellaneous Stranded Costs in accordance with FERC Order No. 636 et seq., using reservation and volumetric surcharges.

(b)  Applicability

The Miscellaneous Stranded Cost Reservation and Volumetric Surcharges shall apply as specified herein below commencing with the effectiveness of this Section 18.7 or the effective date of the filing made to recover the Miscellaneous Stranded Costs and continuing for a period of three (3) years to those shippers served under Rate Schedules FT, EFT, SCT, IT, EIT, LFT and HFT and thereafter for such time as is described in Section 18.7(g).

(c)  Definitions

The following defines certain terms as they are used in this Section 18.7:

1.  "Miscellaneous Stranded Cost Reservation Surcharge" shall mean the currently effective surcharge applicable to service under Rate Schedules FT, EFT, SCT, LFT and HFT as shown on each of the applicable Currently Effective Rates.

2.  "Miscellaneous Stranded Cost Volumetric Surcharge" shall mean the currently effective surcharge applicable to service under Rate Schedules IT and EIT, as shown on the Currently Effective Rates.

3.  "Section 18.7 Recovery Period" shall mean the three (3) year period which shall commence upon the effective date of the filing to recover the eligible Miscellaneous Stranded Costs.

4.  "Section 18.7 Reconciliation Recovery Period" shall mean the twelve (12) months commencing on the first day of the month following Commission approval of Panhandle's Reconciliation filing as provided for in Section 18.7(g).

5.  "Levelized Interest" shall mean the interest amount resulting from the projected amortization of the Miscellaneous Stranded Costs over the Section 18.7 Recovery Period in accordance with Section 154.501(d) of the Commission's Regulations.
Panhandle Eastern Pipe Line Company, LP
Part VI  General Terms and Conditions
FERC GasTariff
GT&C Section 18. Periodic Rate Adjustments and Surcharges
Fourth Revised Volume No. 1
Version 0.0.0

(d) Mechanism for Recovery of Miscellaneous Stranded Costs

Ninety percent (90%) of Panhandle’s Miscellaneous Stranded Costs, including Levelized Interest, shall be recovered by means of the Miscellaneous Stranded Costs Reservation Surcharge. The Miscellaneous Stranded Costs Reservation Surcharge applicable to service under Rate Schedule SCT shall be converted to a Volumetric Surcharge at a 52.5% load factor. The Miscellaneous Stranded Costs Reservation Surcharge applicable to service under Rate Schedule IT and EIT shall be stated on the Currently Effective Rates for the applicable Rate Schedule and shall become a part of the stated rates for service provided under such Rate Schedules. Ten percent (10%) of Panhandle’s Miscellaneous Stranded Costs, including Levelized Interest, shall be recovered by means of the Miscellaneous Stranded Cost Volumetric Surcharge applicable to service under Rate Schedules IT and EIT. The Miscellaneous Stranded Cost Volumetric Surcharge shall be stated on the Currently Effective Rates for the applicable Rate Schedule and shall become a part of the stated rates for service provided under such Rate Schedules.

On or before September 1 of each year during the Section 18.7 Recovery Period, Panhandle will file with the Commission such updates as otherwise are required by this Section 18.7 to the Miscellaneous Stranded Cost Reservation Surcharge applicable to service under Rate Schedules FT, EFT, SCT, LFT and HFT and the Miscellaneous Stranded Cost Volumetric Surcharge applicable to service under Rate Schedules IT and EIT with such updated Surcharges to be effective on the immediately following October 1. Panhandle will provide 30 days notice of such changes to the Miscellaneous Stranded Cost Reservation and Miscellaneous Stranded Cost Volumetric Surcharge.

The provisions of this Section 18.7 shall be fully applicable to successor, replacement and new rate schedules.

(e) Filing Procedures for Miscellaneous Stranded Costs

The Miscellaneous Stranded Cost Reservation Surcharge during the Section 18.7 Recovery Period shall be designed to recover ninety percent (90%) of the Miscellaneous Stranded Costs over three (3) years using the applicable firm service design determinants underlying Panhandle’s then effective rates for service under Rate Schedules FT, EFT, SCT, LFT and HFT.

The Miscellaneous Stranded Cost Volumetric Surcharge during the Section 18.7 Recovery Period shall be designed to recover ten percent (10%) of the Miscellaneous Stranded Costs over three (3) years using the applicable interruptible service design determinants underlying Panhandle’s then effective rates for service under Rate Schedules IT and EIT.
(f) Miscellaneous Stranded Cost Exit Fee

If at any time prior to the conclusion of recoveries of costs pursuant to this Section 18.7, a Shipper under a firm Service Agreement affected by this Section 18.7 requests a modification to the Service Agreement to reduce the MDCQ or requests a termination of the Service Agreement and if Panhandle agrees to such reduction or termination, then such Shipper shall become obligated to Panhandle for payment of the Miscellaneous Stranded Cost Exit Fee, as mutually agreed to by Panhandle and such Shipper. Within thirty (30) days after any such termination, Panhandle shall send an invoice for amounts due hereunder from a Shipper affected by this Section 18.7(f) and payment shall be due within ten (10) days of the issuance of such invoices. Panhandle shall include amounts due hereunder from a Shipper with reduced MDCQ with the Shipper's first invoice for continuing service after the effectiveness of such reduction. Payment of a Miscellaneous Stranded Cost Exit Fee by a Shipper reducing its MDCQ shall not serve to extinguish the obligation of such Shipper for Miscellaneous Stranded Cost Reservation Surcharges applicable to the remainder of its MDCQ. A firm Shipper which exercises a contractual right to reduce or terminate its contract will not be subject to a Miscellaneous Stranded Cost Exit Fee to the extent of such reduction or termination.

(g) Reconciliation Provisions

(1) Within ninety (90) days of the conclusion of the Section 18.7 Recovery Period, Panhandle shall reconcile its Miscellaneous Stranded Costs with the actual amounts of Miscellaneous Stranded Costs recovered during such period. The actual amounts of Miscellaneous Stranded Costs recovered through Miscellaneous Stranded Cost Reservation Surcharges under Rate Schedule FT, EFT, SCT, LFT and HFT shall be determined separately from the actual amounts of Miscellaneous Stranded Costs recovered through Miscellaneous Stranded Cost Volumetric Surcharges under Rate Schedules IT and EIT.

(2) If Panhandle’s actual collections hereunder shall equal or exceed its Miscellaneous Stranded Costs, Panhandle shall file to terminate further collections hereunder and to refund the amount of any excess collected to all Shippers affected hereby in proportion to the principal amount of actual Miscellaneous Stranded Costs which they have paid during the Section 18.7 Recovery Period. Within thirty (30) days of the Commission’s approval of Panhandle’s filing, refunds, with applicable carrying costs computed in accordance with Section 154.501(d) of the Commission’s Regulations, shall be paid. In addition, Panhandle will submit a report to the Commission setting out a comparison of its Miscellaneous Stranded Costs and the actual amounts collected hereunder and any repayments actually made.
If Panhandle's actual collections hereunder are less than its Miscellaneous Stranded Costs, Panhandle shall file to recover such deficiency, including carrying charges computed in accordance with Section 154.501(d) of the Commission’s Regulations, during the Section 18.7 Reconciliation Period by means of Miscellaneous Stranded Cost Reservation Surcharges and Miscellaneous Stranded Cost Volumetric Surcharges. The Miscellaneous Stranded Cost Reservation Surcharge shall be determined by dividing the remaining Miscellaneous Stranded Costs attributable to firm services by the design billing determinants underlying Panhandle’s then-effective rates applicable to service under Rate Schedules FT, EFT, SCT, LFT and HFT. The Miscellaneous Stranded Cost Reservation Surcharge under Rate Schedule SCT shall be converted to a Volumetric Surcharge at a 52.5% load factor. The Miscellaneous Stranded Cost Volumetric Surcharge shall be determined by dividing the remaining Miscellaneous Stranded Costs attributable to interruptible services by the design billing determinants underlying Panhandle’s then-effective rates for service under Rate Schedules IT and EIT.
19. WARRANTY AND ASSIGNMENTS

19.1 Except as otherwise provided in the Rate Schedule under which Shipper is receiving service, both Shipper and Panhandle warrant that it shall, at the time of delivery of Gas to the other, have good title to or good right to deliver all such Gas, and that it shall deliver, or cause to be delivered, such Gas free from all liens, encumbrances and claims whatsoever. Except as provided in Section 17.4 above, both Panhandle and Shipper shall, as to the Gas it delivers or causes to be delivered to the other, indemnify and save the other harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of any adverse claims of any and all persons to said Gas and/or to royalties, taxes, fees or charges thereon.

19.2 As to all matters within its actual or imputed control, Shipper represents and warrants that service hereunder and all arrangements incident thereto conform to applicable regulations. Shipper hereby agrees to indemnify and hold Panhandle harmless against any and all actions, suits or proceedings concerning such service or arrangements, which are brought before or instituted by any authority having jurisdiction if and to the extent that such actions result from or are based upon allegations of fact that are inconsistent with the representations herein made by Shipper or any failure of the warranties herein given by Shipper.

19.3 Both Panhandle and Shipper may assign or pledge Service Agreements and all rights and obligations thereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except in accordance with Sections 15 herein, neither Panhandle nor Shipper shall assign a Service Agreement or any of its rights thereunder unless it shall first have obtained the written consent of the other(s). Such consent shall not be unreasonably withheld.
19. WARRANTY AND ASSIGNMENTS

19.1 Except as otherwise provided in the Rate Schedule under which Shipper is receiving service, both Shipper and Panhandle warrant that it shall, at the time of delivery of Gas to the other, have good title to or good right to deliver all such Gas, and that it shall deliver, or cause to be delivered, such Gas free from all liens, encumbrances and claims whatsoever. Except as provided in Section 17.4 above, both Panhandle and Shipper shall, as to the Gas it delivers or causes to be delivered to the other, indemnify and save the other harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of any adverse claims of any and all persons to said Gas and/or to royalties, taxes, fees or charges thereon.

19.2 As to all matters within its actual or imputed control, Shipper represents and warrants that service hereunder and all arrangements incident thereto conform to applicable regulations. Shipper hereby agrees to indemnify and hold Panhandle harmless against any and all actions, suits or proceedings concerning such service or arrangements, which are brought before or instituted by any authority having jurisdiction if and to the extent that such actions result from or are based upon allegations of fact that are inconsistent with the representations herein made by Shipper or any failure of the warranties herein given by Shipper.

19.3 Both Panhandle and Shipper may assign or pledge Service Agreements and all rights and obligations thereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except in accordance with Sections 15 and 16 herein, neither Panhandle nor Shipper shall assign a Service Agreement or any of its rights thereunder unless it shall first have obtained the written consent of the other(s). Such consent shall not be unreasonably withheld.
20. FORCE MAJEURE

20.1 In the event, to the extent, and for so long as either Panhandle or Shipper is unable, by reason of force majeure, to carry out its obligations hereunder, in whole or in part, the obligations of either of Panhandle or Shipper, other than to make payment of reservation fees or capacity charges which shall become due, shall be suspended, in whole or in part, and neither Panhandle nor Shipper shall be liable in damages to the other as a result of Force Majeure.

20.2 "Force Majeure," as employed herein, shall mean any cause, whether of the kind herein enumerated or otherwise, not within the control of either Panhandle or Shipper claiming suspension, and which by the exercise of due diligence, either Panhandle or Shipper has been unable to prevent or overcome, including without limitation acts of God, the government including the issuance of rules or orders which serve to frustrate or prevent the performance of Panhandle, or a public enemy; strikes, lockouts, or other industrial disturbances; wars, blockades, or civil disturbances of any kind; epidemics, landslides, hurricanes, washouts, tornadoes, storms, earthquakes, lightning, fires, explosions, arrests, and restraints of governments or people; freezing of, breakage or accident to, or the necessity for making repairs or alterations to wells, machinery or lines of pipe but not including planned or scheduled maintenance; partial or entire failure of wells; and the inability of either Panhandle or Shipper to acquire, or the delays on the part of either of Panhandle or Shipper in acquiring, at reasonable cost and after the exercise of reasonable diligence: (a) any servitudes, rights of way grants, permits, or licenses; (b) any materials or supplies for the construction or maintenance of facilities; or (c) any permits or permissions from any governmental agency; if such are required to enable either of Panhandle or Shipper to fulfill its obligations hereunder. Additionally, Panhandle shall be excused in whole or in part, from its performance for inability to obtain Transportation from or through third party pipelines.

20.3 Either Panhandle or Shipper claiming force majeure shall give to the other(s) notice and full particulars of such force majeure by telephone, facsimile or electronic communication as soon as reasonably possible after the occurrence of the case relied on, and shall remedy such inability to perform with all reasonable dispatch; provided, however, that such requirement or remedy shall not require the settlement of strikes or lockouts by accession to the demands of those opposing either of Panhandle or Shipper when such course is inadvisable in the discretion of either of Panhandle or Shipper.
20. FORCE MAJEURE

In the event, to the extent, and for so long as either Panhandle or Shipper is unable, by reason of force majeure, to carry out its obligations hereunder, in whole or in part, the obligations of either of Panhandle or Shipper, other than to make payment of reservation fees or capacity charges which shall become due, shall be suspended, in whole or in part, and neither Panhandle nor Shipper shall be liable in damages to the other as a result of Force Majeure. "Force Majeure," as employed herein, shall mean any cause, whether of the kind herein enumerated or otherwise, not within the control of either Panhandle or Shipper claiming suspension, and which by the exercise of due diligence, either Panhandle or Shipper has been unable to prevent or overcome, including without limitation acts of God, the government including the issuance of rules or orders which serve to frustrate or prevent the performance of Panhandle, or a public enemy; strikes, lockouts, or other industrial disturbances; wars, blockades, or civil disturbances of any kind; epidemics, landslides, hurricanes, washouts, tornadoes, storms, earthquakes, lightning, fires, explosions, arrests, and restraints of governments or people; freezing of, breakage or accident to, or the necessity for making repairs or alterations to wells, machinery or lines of pipe; partial or entire failure of wells; and the inability of either Panhandle or Shipper to acquire, or the delays on the part of either of Panhandle or Shipper in acquiring, at reasonable cost and after the exercise of reasonable diligence: (a) any servitudes, rights of way grants, permits, or licenses; (b) any materials or supplies for the construction or maintenance of facilities; or (c) any permits or permissions from any governmental agency; if such are required to enable either of Panhandle or Shipper to fulfill its obligations hereunder. Additionally, Panhandle shall be excused in whole or in part, from its performance for inability to obtain Transportation from or through third party pipelines. Either Panhandle or Shipper claiming force majeure shall give to the other(s) notice and full particulars of such force majeure by telephone or facsimile as soon as reasonably possible after the occurrence of the case relied on, and shall remedy such inability to perform with all reasonable dispatch; provided, however, that such requirement or remedy shall not require the settlement of strikes or lockouts by accession to the demands of those opposing either of Panhandle or Shipper when such course is inadvisable in the discretion of either of Panhandle or Shipper.
21. TERMINATION FOR DEFAULT

If either Panhandle or Shipper shall fail to perform any of the covenants or obligations imposed upon it or them under and by virtue of a Service Agreement hereunder, which obligations have not been suspended pursuant to Section 20 herein, then in such event the other party may at its option terminate such Service Agreement by proceeding as follows: The party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the Service Agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have 30 Days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the agreement, and if within said period of 30 Days the party in default does so remove and remedy said cause or causes and fully indemnify the party not in default for any and all consequences of such breach, by a good and sufficient indemnity bond or otherwise, then such notice shall be withdrawn and the Service Agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not so indemnify the party giving the notice for any and all consequences of such breach, by a good and sufficient indemnity bond or otherwise, then the Service Agreement shall become null and void from and after the expiration of said period of 30 Days, then, after any necessary authorization by regulatory bodies having jurisdiction, the Service Agreement shall become null and void from and after the expiration of said period, provided that notice of termination has not been withdrawn prior thereto. Any cancellation of such Service Agreement pursuant to the provisions of this paragraph shall be without prejudice to the right of Panhandle to collect any amounts then due to it prior to the time of cancellation, and shall be without prejudice to the obligation of Panhandle and Shipper to balance receipts and deliveries of Gas pursuant to the Service Agreement, and without waiver of any remedy to which the party not in default may be entitled for violations of such Service Agreement.
GENERAL TERMS AND CONDITIONS

22. REGULATIONS

These General Terms and Conditions, the Rate Schedules to which they apply and any executed Service Agreement for service, as well as the respective obligations of the parties hereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction and are subject to change from time to time by addition, amendment or substitution as provided by law.
23. OPERATING CONDITIONS IN CONJUNCTION WITH AFFILIATES

23.1 All terms and conditions contained herein shall be applied in a uniform and nondiscriminatory manner consistent with Part 358 of the Commission's Regulations.

23.2 Except as permitted in Part 358 of the Commission's Regulations or otherwise permitted by Commission order, Panhandle's transmission function employees will function independently of its marketing function employees.

23.3 Panhandle will post on the Web Site the information required in Part 358 of the Commission's Regulations.

23.4 Panhandle will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations and will not give Shippers of any gathering affiliate undue preference over Shippers of nonaffiliated gatherers or other customers in scheduling, transportation, storage or curtailment priority.

Panhandle will not condition or tie its agreement to provide transportation service to an agreement by the producer, customer, end-user, or Shipper relating to any service by any gathering affiliate, any services by it on behalf of any gathering affiliate, or any services in which a gathering affiliate is involved.
24. FUEL REIMBURSEMENT ADJUSTMENT

The Fuel Reimbursement Percentages under Rate Schedules FT, EFT, SCT, IT, EIT, IOS, WS, PS, FS, IIOS, IWS, LFT and HFT shall be adjusted downward to reflect reductions and may be adjusted upward to reflect increases in fuel usage and lost and unaccounted for Gas in accordance with this Section 24.

24.1 Filing of Fuel Reimbursement Adjustment

(a) Effective Date of Adjustment

The effective date of each Fuel Reimbursement Adjustment shall be November 1 and April 1.

(b) Filing Procedure

At least thirty (30) Days prior to the effective date of adjustment, Panhandle shall file with the Commission and post, as defined by Section 154.2(d) of the Commission's Regulations, a schedule of effective Fuel Reimbursement Quantities, as determined in accordance with Section 24.2 hereof, together with supporting documentation. Such filing shall be in lieu of any other rate change filing required by the Commission's Regulations under the Natural Gas Act.

(c) Fuel Reimbursement Adjustment Period

The Fuel Reimbursement Adjustment Period shall be billing periods beginning with each effective Date of Adjustment.

24.2 Computation of Effective Fuel Reimbursement Percentage

The effective Fuel Reimbursement Percentage shall be the sum of the current Fuel Reimbursement Percentage and the Annual Fuel Reimbursement Surcharge.

24.3 Computation of Current Fuel Reimbursement Percentage

The current Fuel Reimbursement Percentage shall be determined on the basis of (1) the estimated Quantities of Gas delivered to Panhandle for the account of Shippers under Rate Schedules FT, EFT, SCT, IT, EIT, IOS, WS, PS, FS, IIOS, IWS, LFT and HFT and (2) the projected Quantities of Gas that shall be required for fuel usage and the lost and unaccounted for Gas.
24.4 Computation of the Annual Fuel Reimbursement Surcharge

(a) The Annual Fuel Reimbursement Surcharge shall be computed by dividing the balance four (4) Months prior to November 1 of the Deferred Fuel Reimbursement Account by Panhandle’s estimated Quantities of Gas for Transportation and Storage under Rate Schedules FT, EFT, SCT, IT, EIT, IOS, WS, PS, FS, IIOS, IWS, LFT and HFT for the Recovery Period.

(b) The Recovery Period for the Annual Fuel Reimbursement Surcharge shall be the 12 billing Months beginning November 1.

(c) Panhandle shall maintain a Deferred Fuel Reimbursement Account with appropriate subaccounts, beginning with the effective date of this Section 24. For each billing Month, the applicable subaccounts shall be increased or decreased for a positive or negative change in Fuel Reimbursement for the billing Month.

(d) A change in Fuel Reimbursement for each billing Month shall be the difference between (1) the applicable currently effective Fuel Reimbursement percentage for the billing Month multiplied by Panhandle’s Transportation Quantity received and Storage Quantities injected and withdrawn during the billing Month and (2) the actual Quantities of Gas expended for fuel usage and lost and unaccounted for Gas during the billing Month.
25.  FLOW THROUGH OF CASH-OUT REVENUES AND PENALTIES

25.1 Flow Through of Cash-Out Revenues in Excess of Costs

(a) This Section 25.1 of the General Terms and Conditions sets forth the procedures under which Panhandle will flow through to Shippers or carry forward, for each annual billing period any excess of revenues received over costs incurred under the cash-out provisions in Sections 12.11(a) and 12.11(b).

(b) The annual rate adjustment period applicable to this Section 25.1 shall be the twelve month period commencing each May 1, and ending the following April 30.

(c) The net revenues received pursuant to the provisions of Section 25.1(a) shall be the amount collected for the twelve (12) month period ending three months prior to May 1. If the revenues received exceed the costs incurred, then Panhandle will calculate a Reservation Charge credit that will reduce the maximum Reservation Charge applicable to Rate Schedules FT, EFT, SCT, LFT and HFT and a Commodity Charge credit that will reduce the maximum Commodity Charge applicable to Rate Schedules IT and EIT for a 12 month period which shall commence May 1.

(d) If the revenues received are less than the costs incurred, then Panhandle shall carry forward the net underrecoveries to the subsequent annual billing period and may offset such net underrecoveries against any future net overrecoveries that may occur in a subsequent annual billing period.

(e) Panhandle will calculate the Reservation Charge Credit by dividing the net revenues calculated above by the sum of (1) MDCQ under Rate Schedules FT, EFT, SCT, LFT and HFT in effect at the end of each annual billing period and (2) the equivalent of MDCQ applicable to the actual IT and EIT volumes for the annual billing period calculated at a 100% load factor rate. The Reservation Charge Credit applicable to service under Rate Schedule SCT shall be converted to a volumetric credit at a 52.5% load factor rate. The Commodity Charge Credit applicable to services under Rate Schedules IT and EIT shall be the Reservation Charge Credit converted to a volumetric credit at a 100% load factor rate. The Reservation Charge Credit shall be computed to the nearest cent. No Reservation Charge Credit shall be made unless the change in rates is at least one (1) cent. The Commodity Charge Credit shall be computed to the nearest one hundredth of a cent. No Commodity Charge Credit shall be made unless the change in rates is at least .01 cents.
(f) If the computations in Section 25.1(e) above do not produce a credit large enough to effect a change in rates, the net revenues for the annual billing period will be carried over to the next annual billing period and shall accrue interest in a manner consistent with Section 154.501(d) of the Commission’s Regulations.

25.2 Flow Through of Penalties in Excess of Costs

(a) This Section 25.2 of the General Terms and Conditions sets forth the procedures under which Panhandle will flow through to firm Shippers any penalties in excess of costs collected pursuant to Sections 9.5(b), 12.11(g), 12.11(h), 12.16, 12.17 and 27.4(b) of the General Terms and Conditions, Section 3.6(c) of Rate Schedules EFT, SCT and HFT, Section 3.6 of Rate Schedule EIT, Sections 3.6(d) and (e) of Rate Schedule LFT and Section 4(a) of Rate Schedule GDS. Panhandle will reduce such penalties for reasonable incremental out-of-pocket costs incurred as a direct result of the Shipper’s conduct which was penalized pursuant to these Sections.

(b) The crediting period applicable to this Section 25.2 shall be monthly.

(c) Credit to Non-Offending Shippers

(i) Panhandle will net all revenues received pursuant to Sections 9.5(b), 12.11(g), 12.11(h), 12.16 and 12.17 of the General Terms and Conditions, Section 3.6(c) of Rate Schedules EFT, SCT and HFT, Section 3.6 of Rate Schedule EIT, Sections 3.6(d) and (e) of Rate Schedule LFT and Section 4(a) of Rate Schedule GDS against the reasonable incremental out-of-pocket costs incurred for such revenues. Panhandle will credit the net amount to those Shippers under Rate Schedules FT, EFT, SCT, LFT and HFT that were not billed pursuant to Sections 9.5(b), 12.11(g), 12.11(h), 12.16 and 12.17 of the General Terms and Conditions, Section 3.6(c) of Rate Schedules EFT, SCT and HFT, Section 3.6 of Rate Schedule EIT, Sections 3.6(d) and (e) of Rate Schedule LFT and Section 4(a) of Rate Schedule GDS, during the applicable month ("Non-Offending Shippers"). Each Non-Offending Shipper's credit shall be based on (a) 0.5 times the ratio of the actual revenues billed for services to the Non-Offending Shipper during the month to the actual revenues billed for services to all Non-Offending Shippers and (b) 0.5 times the ratio of the MDCQ of the Non-Offending Shipper for the month to the total MDCQ of all Non-Offending Shippers. Each Non-Offending Shipper's credit shall be paid with a billing adjustment, including supporting documentation, to the billing of charges for service during the following month. Panhandle shall file a report with the Commission twelve (12) months after this Section 25.2(c)(i) becomes effective showing the penalty revenues, the costs netted against the
penalty revenues, and the resulting penalty revenue credits for each of the twelve months. For each type of penalty in such report, Panhandle shall also (1) identify its incremental out-of-pocket costs that were caused by shipper misconduct and the shipper misconduct that caused the costs; (2) account separately for such costs; and (3) provide supporting documentation of the costs and the shipper misconduct that caused them.

(ii) Panhandle will net all revenues received pursuant to Section 27.4(b) against the reasonable incremental out-of-pocket costs incurred for such revenues. Panhandle will credit the net amount to those Non-Offending Shippers under Rate Schedules WS, PS and FS that were not billed pursuant to Section 27.4(b), during the applicable month. Each Non-Offending Shipper's credit shall be based on (a) 0.5 times the ratio of the actual revenues billed for services to the Non-Offending Shipper during the month to the actual revenues billed for services to all Non-Offending Shippers and (b) 0.5 times the ratio of the MDWQ of the Non-Offending Shipper for the month to the total MDWQ of all Non-Offending Shippers. Each Non-Offending Shipper’s credit shall be paid with a billing adjustment, including supporting documentation, to the billing of charges for service during the following month. Panhandle shall file a report with the Commission twelve (12) months after this Section 25.2(c)(ii) becomes effective showing the penalty revenues, the costs netted against the penalty revenues, and the resulting penalty revenue credits for each of the twelve months. In such report, Panhandle shall also (1) identify its incremental out-of-pocket costs that were caused by shipper misconduct and the shipper misconduct that caused the costs; (2) account separately for such costs; and (3) provide supporting documentation of the costs and the shipper misconduct that caused them.
GENERAL TERMS AND CONDITIONS

26. BUSINESS PRACTICES STANDARDS

Compliance with 18 CFR, Section 284.12

Panhandle has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.1, which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

**Standards not Incorporated by Reference and their Location in the Tariff:**

Pursuant to NAESB’s Copyright Procedure Regarding Member and Purchaser Self-Executing Waiver, as adopted by the NAESB Board of Directors on April 4, 2013, Panhandle may publish in its tariff, compliance filings, in communications with customers or stakeholders in conducting day to day business or in communications with regulatory agencies some or all of the language contained in NAESB standards protected by copyright, provided that Panhandle includes appropriate citations in the submission.

Panhandle has elected to reproduce only the following Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.1, that are protected by NAESB’s copyright. With respect to each reproduced standard, Panhandle incorporates the following: © 1996 – 2017 NAESB, all rights reserved.

<table>
<thead>
<tr>
<th>NAESB Standard</th>
<th>Tariff Record</th>
<th>Tariff Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.2(i-vi)</td>
<td>GT&amp;C Section 8., Nomination and Scheduling of Service</td>
<td>8.2</td>
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<td>1.3.7</td>
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<td>8.2(a)</td>
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<td>2.3.14</td>
<td>GT&amp;C Section 17., Statements and Payments</td>
<td>17.3</td>
</tr>
<tr>
<td>2.3.16</td>
<td>GT&amp;C Section 8., Nomination and Scheduling of Service</td>
<td>8.5(a)</td>
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<td>8.5(a)</td>
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<td>GT&amp;C Section 17., Statements and Payments</td>
<td>17.3</td>
</tr>
<tr>
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<td>GT&amp;C Section 12., Conditions of Receipt and Delivery</td>
<td>12.11(d)(2)(ii)</td>
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<td>12.11(d)(2)(ii)</td>
</tr>
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<td>GT&amp;C Section 12., Conditions of Receipt and Delivery</td>
<td>12.11(d)(2)(v)</td>
</tr>
<tr>
<td>3.3.15</td>
<td>GT&amp;C Section 17., Statements and Payments</td>
<td>17.3</td>
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<tr>
<td>5.3.1</td>
<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.4(d)</td>
</tr>
<tr>
<td>5.3.2</td>
<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.4(b), 15.4(d)</td>
</tr>
<tr>
<td>5.3.4</td>
<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.5(a)</td>
</tr>
<tr>
<td>5.3.5</td>
<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.2(b)</td>
</tr>
</tbody>
</table>
Standards Incorporated by Reference:

Additional Standards:

General:

Definition:
0.2.5

Standards:
0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:
0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:
0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed

Standards:
0.3.18, 0.3.20, 0.3.21, 0.3.22

Datasets:
0.4.2, 0.4.3

Location Data Download:

Standards:
0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset:
0.4.4

Storage Information
Datasets:
0.4.1

Nominations Related Standards:

Definitions:
1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14,
1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:
1.3.1, 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17,
1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29,
1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41,
1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62,
1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75,
1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81, 1.3.82

Datasets:
1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

Flowing Gas Related Standards:

Definitions:
2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:
2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13,
2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.30,
2.3.31, 2.3.32, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53,
2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65,
2.3.66

Datasets:
2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards:

Definition:
3.2.1

Standards:
3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.16,
3.3.17, 3.3.18, 3.3.19, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26
Datasets:
3.4.1, 3.4.2, 3.4.3, 3.4.4

**Quadrant Electronic Delivery Mechanism Related Standards:**

Definitions:
4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:
4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.61, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.103, 4.3.104, 4.3.105, 4.3.106

**Capacity Release Standards:**

Definitions:
5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:
5.3.3, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.16, 5.3.17, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Datasets:
5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 5.4.24, 5.4.25, 5.4.26, 5.4.27

**Internet Electronic Transport Related Standards:**

Definitions:
10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38
Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

**Standards for which Waiver or Extension of Time to Comply have been granted:**

<table>
<thead>
<tr>
<th>NAESB Standard</th>
<th>Waiver or Extension of Time</th>
</tr>
</thead>
<tbody>
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<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>
26. BUSINESS PRACTICES STANDARDS

Compliance with 18 CFR, Section 284.12

Panhandle has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.0, and the standards revised by Minor Corrections MC15003, MC15004, MC15005, MC15009 and MC15012 all marked with an asterisk [*], which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

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<th>Tariff Provision</th>
</tr>
</thead>
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<td>8.2</td>
</tr>
<tr>
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<td>GT&amp;C Section 8., Nomination and Scheduling of Service</td>
<td>8.2(a)</td>
</tr>
<tr>
<td>2.3.14</td>
<td>GT&amp;C Section 17., Statements and Payments</td>
<td>17.3</td>
</tr>
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<td>2.3.16</td>
<td>GT&amp;C Section 8., Nomination and Scheduling of Service</td>
<td>8.5(a)</td>
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<td>2.3.18</td>
<td>GT&amp;C Section 8., Nomination and Scheduling of Service</td>
<td>8.5(a)</td>
</tr>
<tr>
<td>2.3.26</td>
<td>GT&amp;C Section 17., Statements and Payments</td>
<td>17.3</td>
</tr>
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<td>2.3.40</td>
<td>GT&amp;C Section 12., Conditions of Receipt and Delivery</td>
<td>12.11(d)(2)(ii)</td>
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<td>GT&amp;C Section 12., Conditions of Receipt and Delivery</td>
<td>12.11(d)(2)(iii)</td>
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<td>GT&amp;C Section 12., Conditions of Receipt and Delivery</td>
<td>12.11(d)(2)(v)</td>
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<tr>
<td>3.3.15</td>
<td>GT&amp;C Section 17., Statements and Payments</td>
<td>17.3</td>
</tr>
<tr>
<td>5.3.1</td>
<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.4(d)</td>
</tr>
<tr>
<td>5.3.2</td>
<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.4(b), 15.4(d)</td>
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<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
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</tr>
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General:

Definition:
0.2.5

Standards:
0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:
0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:
0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed

Standards:
0.3.18, 0.3.20, 0.3.21, 0.3.22

Datasets:
0.4.2*, 0.4.3

Location Data Download:

Standards:
0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset:
0.4.4*
Storage Information

Dataset:
0.4.1*

Nominations Related Standards:

Definitions:
1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:
1.3.1*, 1.3.3, 1.3.4, 1.3.5*, 1.3.6, 1.3.8*, 1.3.9*, 1.3.11*, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33*, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81

Datasets:
1.4.1*, 1.4.2*, 1.4.3*, 1.4.4*, 1.4.5*, 1.4.6*, 1.4.7*

Flowing Gas Related Standards:

Definitions:
2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:
2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Datasets:
2.4.1*, 2.4.2, 2.4.3*, 2.4.4*, 2.4.5*, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards:

Definition:
3.2.1

Standards:
3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26
Datasets:
3.4.1*, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:
4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13,
4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:
4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26,
4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41,
4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54,
4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.61, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75,
4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90,
4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101,
4.3.102, 4.3.103, 4.3.104, 4.3.105

Capacity Release Standards:

Definitions:
5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:
5.3.3, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.17, 5.3.18, 5.3.19, 5.3.20,
5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.34,
5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.45, 5.3.46, 5.3.47,
5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.56*, 5.3.57, 5.3.58, 5.3.59, 5.3.60,
5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72,
5.3.73

Datasets:
5.4.14, 5.4.15, 5.4.16*, 5.4.17, 5.4.20*, 5.4.21*, 5.4.22*, 5.4.23, 5.4.24*, 5.4.25, 5.4.26*,
5.4.27

Internet Electronic Transport Related Standards:

Definitions:
10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11,
10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21,
10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31,
10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38

Page 4 of 5

Filed: February 11, 2019
Effective: March 14, 2019
Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

Standards for which Waiver or Extension of Time to Comply have been granted:

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26. BUSINESS PRACTICES STANDARDS

Compliance with 18 CFR, Section 284.12

Panhandle has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.0, and the standards revised by Minor Corrections MC15003, MC15004, MC15005, MC15009 and MC15012 all marked with an asterisk [*], which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in the Tariff:

Pursuant to NAESB’s Copyright Procedure Regarding Member and Purchaser Self-Executing Waiver, as adopted by the NAESB Board of Directors on April 4, 2013, Panhandle may publish in its tariff, compliance filings, in communications with customers or stakeholders in conducting day to day business or in communications with regulatory agencies some or all of the language contained in NAESB standards protected by copyright, provided that Panhandle includes appropriate citations in the submission.

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5.3.5  GT&C Section 15., Procedures for Capacity Release 15.2(b)
5.3.16 GT&C Section 15., Procedures for Capacity Release 15.2(b)
5.3.55 GT&C Section 15., Procedures for Capacity Release 15.6(f)

Standards Incorporated by Reference:

Additional Standards:

General:

Definition:
0.2.5

Standards:
0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:
0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:
0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed

Standards:
0.3.18, 0.3.20, 0.3.21, 0.3.22

Datasets:
0.4.2*, 0.4.3

Location Data Download:

Standards:
0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset:
0.4.4*
Storage Information

Dataset:
0.4.1*

Nominations Related Standards:

Definitions:
1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:
1.3.1*, 1.3.3, 1.3.4, 1.3.5*, 1.3.6, 1.3.8*, 1.3.9*, 1.3.11*, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33*, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81

Datasets:
1.4.1*, 1.4.2*, 1.4.3*, 1.4.4*, 1.4.5*, 1.4.6*, 1.4.7*

Flowing Gas Related Standards:

Definitions:
2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:
2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Datasets:
2.4.1*, 2.4.2, 2.4.3*, 2.4.4*, 2.4.5*, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards:

Definition:
3.2.1

Standards:
3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26
Datasets:
3.4.1*, 3.4.2, 3.4.3, 3.4.4

**Quadrant Electronic Delivery Mechanism Related Standards:**

Definitions:
4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:
4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.61, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.103, 4.3.104, 4.3.105

**Capacity Release Standards:**

Definitions:
5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:
5.3.3, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.56*, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Datasets:
5.4.14, 5.4.15, 5.4.16*, 5.4.17, 5.4.20*, 5.4.21*, 5.4.22*, 5.4.23, 5.4.24*, 5.4.25, 5.4.26*, 5.4.27

**Internet Electronic Transport Related Standards:**

Definitions:
10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38
Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

Standards for which Waiver or Extension of Time to Comply have been granted:

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GENERAL TERMS AND CONDITIONS

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<td>8.5(a)</td>
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<td>3.3.15</td>
<td>GT&amp;C Section 17., Statements and Payments</td>
<td>17.3</td>
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<td>5.3.1</td>
<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.4(d)</td>
</tr>
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<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
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<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.5(a)</td>
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### Standards Incorporated by Reference:

#### Additional Standards:

#### General:

- **Definition:**
  - 0.2.5

- **Standards:**
  - 0.3.1, 0.3.2, 0.3.16, 0.3.17

#### Creditworthiness:

- **Standards:**
  - 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

#### Gas/Electric Operational Communications:

- **Definitions:**
  - 0.2.1, 0.2.2, 0.2.3, 0.2.4

- **Standards:**
  - 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

#### Operating Capacity and Unsubscribed

- **Standards:**
  - 0.3.18, 0.3.20, 0.3.21, 0.3.22

- **Datasets:**
  - 0.4.2*, 0.4.3

#### Location Data Download:

- **Standards:**
  - 0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

- **Dataset:**
  - 0.4.4*
Storage Information

Dataset:
0.4.1*

Nominations Related Standards:

Definitions:
1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14,
1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:
1.3.1*, 1.3.3, 1.3.4, 1.3.5*, 1.3.6, 1.3.8*, 1.3.9*, 1.3.11*, 1.3.13, 1.3.14, 1.3.15, 1.3.16,
1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28,
1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33*, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40,
1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58,
1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74,
1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81

Datasets:
1.4.1*, 1.4.2*, 1.4.3*, 1.4.4*, 1.4.5*, 1.4.6*, 1.4.7*

Flowing Gas Related Standards:

Definitions:
2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:
2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13,
2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.30,
2.3.31, 2.3.32, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53,
2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65,
2.3.66

Datasets:
2.4.1*, 2.4.2, 2.4.3*, 2.4.4*, 2.4.5*, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards:

Definition:
3.2.1

Standards:
3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.16,
3.3.17, 3.3.18, 3.3.19, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26
Datasets:
3.4.1*, 3.4.2, 3.4.3, 3.4.4

**Quadrant Electronic Delivery Mechanism Related Standards:**

Definitions:
4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:
4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60, 4.3.61, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.103, 4.3.104, 4.3.105

**Capacity Release Standards:**

Definitions:
5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:
5.3.3, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.56*, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Datasets:
5.4.14, 5.4.15, 5.4.16*, 5.4.17, 5.4.20*, 5.4.21*, 5.4.22*, 5.4.23, 5.4.24*, 5.4.25, 5.4.26*, 5.4.27

**Internet Electronic Transport Related Standards:**

Definitions:
10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38
Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

Standards for which Waiver or Extension of Time to Comply have been granted:

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26. BUSINESS PRACTICES STANDARDS

Compliance with 18 CFR, Section 284.12

Panhandle has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 2.0, which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in the Tariff:

Pursuant to NAESB’s Copyright Procedure Regarding Member and Purchaser Self-Executing Waiver, as adopted by the NAESB Board of Directors on April 4, 2013, Panhandle may publish in its tariff, compliance filings, in communications with customers or stakeholders in conducting day to day business or in communications with regulatory agencies some or all of the language contained in NAESB standards protected by copyright, provided that Panhandle includes appropriate citations in the submission.

Panhandle has elected to reproduce only the following Business Practices and Electronic Communications Standards, NAESB WGQ Version 2.0, that are protected by NAESB’s copyright. With respect to each reproduced standard, Panhandle incorporated the following: © 1996 – 2010 NAESB, all rights reserved.

<table>
<thead>
<tr>
<th>NAESB WGQ Standard No.</th>
<th>Tariff Record</th>
<th>Tariff Provision</th>
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<tr>
<td>1.3.2(i-v)</td>
<td>GT&amp;C Section 8., Nomination and Scheduling of Service</td>
<td>8.2</td>
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<td>GT&amp;C Section 8., Nomination and Scheduling of Service</td>
<td>8.2(a)</td>
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<tr>
<td>2.3.14</td>
<td>GT&amp;C Section 17., Statements and Payments</td>
<td>17.3</td>
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<td>2.3.16</td>
<td>GT&amp;C Section 8., Nomination and Scheduling of Service</td>
<td>8.5(a)</td>
</tr>
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<td>GT&amp;C Section 8., Nomination and Scheduling of Service</td>
<td>8.5(a)</td>
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<td>2.3.26</td>
<td>GT&amp;C Section 17., Statements and Payments</td>
<td>17.3</td>
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<td>GT&amp;C Section 12., Conditions of Receipt and Delivery</td>
<td>12.11(d)(2)(iii)</td>
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<td>12.11(d)(2)(iii)</td>
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<td>12.11(d)(2)(v)</td>
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<td>12.11(d)(2)(vi)</td>
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<td>GT&amp;C Section 12., Conditions of Receipt and Delivery</td>
<td>12.11(d)(2)(vii)</td>
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<td>3.3.15</td>
<td>GT&amp;C Section 17., Statements and Payments</td>
<td>17.3</td>
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<td>5.3.1</td>
<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.4(d)</td>
</tr>
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<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.4(b), 15.4(d)</td>
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5.3.4  GT&C Section 15., Procedures for Capacity Release  15.5(a)
5.3.5  GT&C Section 15., Procedures for Capacity Release  15.2(b)
5.3.16 GT&C Section 15., Procedures for Capacity Release  15.2(b)
5.3.55 GT&C Section 15., Procedures for Capacity Release  15.6(f)

Additional Standards:

General:

Standards:
0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:
0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:
0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed

Standards:
0.3.18, 0.3.19, 0.3.20, 0.3.21, 0.3.22

Datasets:
0.4.2, 0.4.3

Storage Information

Datasets:
0.4.1

Nominations Related Standards:

Definitions:
1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19
Standards:
1.3.1, 1.3.2(vi), 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 
1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 
1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 
1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 
1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 
1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 
1.3.77, 1.3.79, 1.3.80

Datasets:
1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

**Flowing Gas Related Standards:**

Definitions:
2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:
2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 
2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 
2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.48, 2.3.50, 2.3.51, 
2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 
2.3.64, 2.3.65

Datasets:
2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 
2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18

**Invoicing Related Standards:**

Definition:
3.2.1

Standards:
3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 
3.3.14, 3.3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Datasets:
3.4.1, 3.4.2, 3.4.3, 3.4.4

**Quadrant Electronic Delivery Mechanism Related Standards:**

Definitions:
4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 
4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20
Standards:
4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 
4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 
4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 
4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 
4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 
4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 
4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102

Capacity Release Standards:
Definitions:
5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:
5.3.3, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.18, 5.3.19, 5.3.20, 
5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 
5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.44, 5.3.45, 5.3.46, 
5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 
5.3.60, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 
5.3.72

Datasets:
5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 5.4.24, 5.4.25, 5.4.26, 5.4.27

Internet Electronic Transport Related Standards:
Definitions:
10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 
10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 
10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 
10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38

Standards:
10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 
10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 
10.3.24, 10.3.25, 10.3.26, 10.3.27

Standards for which Waiver or Extension of Time to Comply have been granted:

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Page 4 of 4

Filed: September 29, 2015 Effective: November 1, 2015
GENERAL TERMS AND CONDITIONS

26. BUSINESS PRACTICES STANDARDS

Compliance with 18 CFR, Section 284.12

Panhandle has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 2.0, which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in the Tariff:

<table>
<thead>
<tr>
<th>NAESB WGQ Standard No.</th>
<th>Tariff Record</th>
<th>Tariff Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.2(i-v)</td>
<td>GT&amp;C Section 8., Nomination and Scheduling of Service</td>
<td>8.2</td>
</tr>
<tr>
<td>1.3.7</td>
<td>GT&amp;C Section 8., Nomination and Scheduling of Service</td>
<td>8.2(a)</td>
</tr>
<tr>
<td>2.3.14</td>
<td>GT&amp;C Section 17., Statements and Payments</td>
<td>17.3</td>
</tr>
<tr>
<td>2.3.16</td>
<td>GT&amp;C Section 8., Nomination and Scheduling of Service</td>
<td>8.5(a)</td>
</tr>
<tr>
<td>2.3.18</td>
<td>GT&amp;C Section 8., Nomination and Scheduling of Service</td>
<td>8.5(a)</td>
</tr>
<tr>
<td>2.3.26</td>
<td>GT&amp;C Section 17., Statements and Payments</td>
<td>17.3</td>
</tr>
<tr>
<td>2.3.40</td>
<td>GT&amp;C Section 12., Conditions of Receipt and Delivery</td>
<td>12.11(d)(2)(ii)</td>
</tr>
<tr>
<td>2.3.41</td>
<td>GT&amp;C Section 12., Conditions of Receipt and Delivery</td>
<td>12.11(d)(2)(iii)</td>
</tr>
<tr>
<td>2.3.46</td>
<td>GT&amp;C Section 12., Conditions of Receipt and Delivery</td>
<td>12.11(d)(2)(v)</td>
</tr>
<tr>
<td>2.3.47</td>
<td>GT&amp;C Section 12., Conditions of Receipt and Delivery</td>
<td>12.11(d)(2)(vi)</td>
</tr>
<tr>
<td>2.3.49</td>
<td>GT&amp;C Section 12., Conditions of Receipt and Delivery</td>
<td>12.11(d)(2)(vii)</td>
</tr>
<tr>
<td>3.3.15</td>
<td>GT&amp;C Section 17., Statements and Payments</td>
<td>17.3</td>
</tr>
<tr>
<td>5.3.1</td>
<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.4(d)</td>
</tr>
<tr>
<td>5.3.2</td>
<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.4(b), 15.4(d)</td>
</tr>
<tr>
<td>5.3.4</td>
<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.5(a)</td>
</tr>
<tr>
<td>5.3.5</td>
<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.2(b)</td>
</tr>
<tr>
<td>5.3.16</td>
<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.2(b)</td>
</tr>
<tr>
<td>5.3.55</td>
<td>GT&amp;C Section 15., Procedures for Capacity Release</td>
<td>15.6(f)</td>
</tr>
</tbody>
</table>

Additional Standards:

General:

Standards: 0.3.1, 0.3.2, 0.3.16, 0.3.17
Creditworthiness:

Standards:
0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:
0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed

Standards:
0.3.18, 0.3.19, 0.3.20, 0.3.21, 0.3.22

Datasets:
0.4.2, 0.4.3

Storage Information

Datasets:
0.4.1

Nominations Related Standards:

Definitions:
1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14,
1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:
1.3.1, 1.3.2(vi), 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14, 1.3.15, 1.3.16,
1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28,
1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40,
1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52,
1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64,
1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76,
1.3.77, 1.3.79, 1.3.80

Datasets:
1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7
Flowing Gas Related Standards:

Definitions:
2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:
2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13,
2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.30,
2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.48, 2.3.50, 2.3.51,
2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63,
2.3.64, 2.3.65

Datasets:
2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13,
2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18

Invoicing Related Standards:

Definition:
3.2.1

Standards:
3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13,
3.3.14, 3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Datasets:
3.4.1, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:
4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13,
4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20

Standards:
4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26,
4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39,
4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51,
4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65,
4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80,
4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93,
4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102
Capacity Release Standards:

Definitions:
5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:
5.3.3, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72

Datasets:
5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 5.4.24, 5.4.25, 5.4.26, 5.4.27

Internet Electronic Transport Related Standards:

Definitions:
10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38

Standards:
10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

Standards for which Waiver or Extension of Time to Comply have been granted:

<table>
<thead>
<tr>
<th>NAESB Standard</th>
<th>Waiver or Extension of Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
</tr>
</tbody>
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26. BUSINESS PRACTICES STANDARDS

Compliance with 18 CFR, Section 284.12

Panhandle has adopted all of the Business Practices and Electronic Communications Standards which are required by the Commission in 18 CFR, Section 284.12 (a), as amended from time to time, in accordance with Order No. 587, et al. In addition to the NAESB WGQ Standards referenced elsewhere in the Tariff, Panhandle specifically incorporates by reference the following NAESB WGQ Version 1.9 Standards, Definitions, and Data Sets, by reference:

Additional Standards:

General:

Standards:
0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:
0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:
0.2.1, 0.2.2, 0.2.3

Standards:
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Storage Information

Data Sets:
0.4.1

Nominations Related Standards:

Definitions:
1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19
Standards:
1.3.1, 1.3.2(vi), 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80

Data Sets:
1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

Flowing Gas Related Standards:

Definitions:
2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:
2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65

Data Sets:
2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18

Invoicing Related Standards:

Definition:
3.2.1

Standards:
3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Data Sets:
3.4.1, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:
4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20
Standards:
4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.63, 4.3.64, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99

Capacity Release Standards:

Definitions:
5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:
5.3.3, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.16, 5.3.17, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.44, 5.3.45, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.61, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69

Data Sets:
5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22, 5.4.23

Internet Electronic Transport Related Standards:

Definitions:
10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38

Standards:
10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27
GENERAL TERMS AND CONDITIONS

26. [Reserved for Future Use]
GENERAL TERMS AND CONDITIONS

27. MISCELLANEOUS

27.1 Service Agreements shall be governed by and interpreted in accordance with the laws of the State of Texas, except for any conflict of laws provisions thereof which would require the application of the laws of another jurisdiction.

27.2 The Service Agreements create no rights in third parties.

27.3 Panhandle may waive any rights hereunder or any obligations of Shipper on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

27.4 (a) Storage service provided by Panhandle under Rate Schedule PS, and Rate Schedules WS, FS and IWS if designated by Shipper as Market Area Storage related, shall be provided from Storage capacity available to Panhandle from its Market Area Storage Facilities, and no injections or withdrawals for the account of any Shipper under such Rate Schedules shall be identified with any particular Market Area Storage Facility provided, however, when a Shipper designates as the WS or PS Point an off-system Market Area Storage Facility Panhandle has leased from a third party, injections and withdrawals will be identified with that particular facility. Storage service provided by Panhandle under Rate Schedules IOS and IIOS and Rate Schedules WS, FS and IWS if designated by Shipper as Field Area Storage related shall be provided from Storage capacity available to Panhandle from its Field Area Storage Facilities, and no injections or withdrawals for the account of any Shipper under such Rate Schedules shall be identified with any particular Field Area Storage Facility.

(b) If Shipper designates as a WS or PS Point an off-system Market Area Storage Facility Panhandle has leased from a third party, then, in addition to all the requirements set forth in Rate Schedules WS, PS, FS or IWS, as applicable, Shipper shall, not less than ten (10) Business Days prior to the commencement of each Storage injection and withdrawal cycle, enter into an operating plan with Panhandle to coordinate Storage injections and withdrawals. The operating plan shall include the Shipper’s planned injections into Storage during the Summer Period and planned withdrawals from Storage during the Winter Period, which shall be consistent with both the terms and conditions applicable to the Rate Schedule under which Panhandle provides Storage service to the Shipper and the terms and conditions applicable to the agreement under which the third party provides Storage service to Panhandle and such other information concerning the Storage activity which Panhandle deems necessary to efficiently provide service to all Shippers. Subject to the provisions of Rate
Schedules WS, PS, FS and IWS, as applicable, Shipper may nominate injections and withdrawals which do not comport with the plan it previously provided Panhandle so long as such deviation does not interfere with Panhandle’s ability to provide service to other Shippers. If necessary to maintain operational control of its system, Panhandle may order the Shipper to adjust its nominations so as to inject Gas into Storage, cease injecting Gas into Storage, withdraw Gas from Storage, or cease withdrawing Gas from Storage, as applicable under the circumstances existing at the time such order is issued, and Shipper shall be obligated to comply with such order. Panhandle shall provide Shipper with as much advance notice of the order as is reasonable in the then existing circumstances through the Messenger® system, the Web Site and by telephone, and facsimile or via e-mail communication. Generally, the notice will be issued by 11:00 a.m. Central Time on the Day before the order is to become effective. The order will become effective at the commencement of the Day. When operating conditions so require, Panhandle may issue the notice after 11:00 a.m. and may provide that the order will become effective before the commencement of the Day. The notice will provide the time and date the order is to become effective, the time the order is expected to remain in effect, the action required of the Shipper, the reason for issuing the order, together with operating variables providing the basis for issuing the order, and any other information which may be required in the circumstances. Panhandle will post notification and provide updated information concerning the need for the order on the Messenger® system and the Web Site at the commencement of the Day until Panhandle notifies the Shipper that the order is no longer effective. If Shipper does not adjust its injection or withdrawal nominations as required by the order from Panhandle, a penalty of $25 per Dt. shall apply to the variance from the order until such time as the Shipper complies with the order; provided, however, in no event will this penalty apply until Shipper has had at least two (2) hours to take the actions required to comply with the order. Within a reasonable time after the order terminates, Panhandle will post on the Messenger® system and the Web Site a report detailing the conditions that required the issuance and termination of the order.

(c) For purposes of reporting Storage inventories for state ad valorem taxes, the total inventories of Gas in Market Area Storage Facilities and Field Area Storage Facilities in any particular state shall be determined. Inventories in Market Area Storage Facilities shall be allocated to all Shippers with inventories under Rate Schedules PS, and, if provided from Market Area Storage Facilities, WS, FS and IWS, based on the ratio of total inventories for the state divided by total Storage inventories for all states times the Shipper's total Stored Volume under such Rate Schedules; inventories in Field Area Storage Facilities shall be allocated to all Shippers with inventories under Rate Schedules IOS, IIOS and, if provided from Market Area Storage Facilities, WS, FS and IWS, based on the ratio of total Storage inventories for the state divided by total Storage inventories for all states times the Shipper's total Stored Volume under such Rate Schedules.
27.5 After the effective date of this Tariff, Panhandle may from time to time sell Gas as required by Section 3 of Rate Schedule PS, Sections 12.11 and 12.13(b) of the General Terms and Conditions, or to dispose of excess Storage inventory. The point of sale for all such sales shall be as specified in this Section 27.5:

(a) The IOS Point for sales of excess storage inventory, for sales pursuant to Section 3 of Rate Schedule PS and sales pursuant to Section 12.11 of these General Terms and Conditions, if the imbalance is associated with service under Rate Schedules FT, EFT, SCT, GDS, IT, EIT, LFT or HFT;

(b) The Point of Delivery for sales of unauthorized deliveries pursuant to Section 12.13(b) of these General Terms and Conditions.

(c) The point where the Gas to be sold enters Panhandle's system for all other sales.

The purchaser shall be responsible for the Transportation of the Gas from the point of sale.

27.6 Panhandle may, from time to time, enter into agreements with other interstate or intrastate pipeline companies for capacity (off-system capacity). In the event that Panhandle acquires off-system capacity, Panhandle will provide service to Shippers with the off-system capacity pursuant to Panhandle's open access tariff and subject to Panhandle's Commission-approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 27.6, the "shipper must have title" requirement is waived.
27. MISCELLANEOUS

27.1 Service Agreements shall be governed by and interpreted in accordance with the laws of the State of Texas, except for any conflict of laws provisions thereof which would require the application of the laws of another jurisdiction.

27.2 The Service Agreements create no rights in third parties.

27.3 Panhandle may waive any rights hereunder or any obligations of Shipper on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

27.4 (a) Storage service provided by Panhandle under Rate Schedule PS, and Rate Schedules WS, FS and IWS if designated by Shipper as Market Area Storage related, shall be provided from Storage capacity available to Panhandle from its Market Area Storage Facilities, and no injections or withdrawals for the account of any Shipper under such Rate Schedules shall be identified with any particular Market Area Storage Facility provided, however, when a Shipper designates as the WS or PS Point an off-system Market Area Storage Facility Panhandle has leased from a third party, injections and withdrawals will be identified with that particular facility. Storage service provided by Panhandle under Rate Schedules IOS and IIOS and Rate Schedules WS, FS and IWS if designated by Shipper as Field Area Storage related shall be provided from Storage capacity available to Panhandle from its Field Area Storage Facilities, and no injections or withdrawals for the account of any Shipper under such Rate Schedules shall be identified with any particular Field Area Storage Facility.

(b) If Shipper designates as a WS or PS Point an off-system Market Area Storage Facility Panhandle has leased from a third party, then, in addition to all the requirements set forth in Rate Schedules WS, PS, FS or IWS, as applicable, Shipper shall, not less than ten (10) Business Days prior to the commencement of each Storage injection and withdrawal cycle, enter into an operating plan with Panhandle to coordinate Storage injections and withdrawals. The operating plan shall include the Shipper’s planned injections into Storage during the Summer Period and planned withdrawals from Storage during the Winter Period, which shall be consistent with both the terms and conditions applicable to the Rate Schedule under which Panhandle provides Storage service to the Shipper and the terms and conditions applicable to the agreement under which the third party provides Storage service to Panhandle and such other information concerning the Storage activity which Panhandle deems necessary to efficiently provide service to all Shippers. Subject to the provisions of Rate
Schedules WS, PS, FS and IWS, as applicable, Shipper may nominate injections and withdrawals which do not comport with the plan it previously provided Panhandle so long as such deviation does not interfere with Panhandle's ability to provide service to other Shippers. If necessary to maintain operational control of its system, Panhandle may order the Shipper to adjust its nominations so as to inject Gas into Storage, cease injecting Gas into Storage, withdraw Gas from Storage, or cease withdrawing Gas from Storage, as applicable under the circumstances existing at the time such order is issued, and Shipper shall be obligated to comply with such order. Panhandle shall provide Shipper with as much advance notice of the order as is reasonable in the then existing circumstances through the Messenger® system, the Web Site and by telephone, and facsimile or via e-mail communication. Generally, the notice will be issued by 11:00 a.m. Central Time on the Day before the order is to become effective. The order will become effective at the commencement of the Day. When operating conditions so require, Panhandle may issue the notice after 11:00 a.m. and may provide that the order will become effective before the commencement of the Day. The notice will provide the time and date the order is to become effective, the time the order is expected to remain in effect, the action required of the Shipper, the reason for issuing the order, together with operating variables providing the basis for issuing the order, and any other information which may be required in the circumstances. Panhandle will post notification and provide updated information concerning the need for the order on the Messenger® system and the Web Site at the commencement of the Day until Panhandle notifies the Shipper that the order is no longer effective. If Shipper does not adjust its injection or withdrawal nominations as required by the order from Panhandle, a penalty of $25 per Dt. shall apply to the variance from the order until such time as the Shipper complies with the order; provided, however, in no event will this penalty apply until Shipper has had at least two (2) hours to take the actions required to comply with the order. Within a reasonable time after the order terminates, Panhandle will post on the Messenger® system and the Web Site a report detailing the conditions that required the issuance and termination of the order.

(c) For purposes of reporting Storage inventories for state ad valorem taxes, the total inventories of Gas in Market Area Storage Facilities and Field Area Storage Facilities in any particular state shall be determined. Inventories in Market Area Storage Facilities shall be allocated to all Shippers with inventories under Rate Schedules PS, and, if provided from Market Area Storage Facilities, WS, FS and IWS, based on the ratio of total inventories for the state divided by total Storage inventories for all states times the Shipper's total Stored Volume under such Rate Schedules; inventories in Field Area Storage Facilities shall be allocated to all Shippers with inventories under Rate Schedules IOS, IIOS and, if provided from Market Area Storage Facilities, WS, FS and IWS, based on the ratio of total Storage inventories for the state divided by total Storage inventories for all states times the Shipper's total Stored Volume under such Rate Schedules.
27.5 After the effective date of this Tariff, Panhandle may from time to time sell Gas as required by Section 3 of Rate Schedule PS, Sections 12.11 and 12.13(b) of the General Terms and Conditions, or to dispose of excess Storage inventory. The point of sale for all such sales shall be as specified in this Section 27.5:

(a) The IOS Point for sales of excess storage inventory, for sales pursuant to Section 3 of Rate Schedule PS and sales pursuant to Section 12.11 of these General Terms and Conditions, if the imbalance is associated with service under Rate Schedules FT, EFT, SCT, GDS, IT, EIT, LFT or HFT;

(b) The Point of Delivery for sales of unauthorized deliveries pursuant to Section 12.13(b) of these General Terms and Conditions.

(c) The point where the Gas to be sold enters Panhandle's system for all other sales.

The purchaser shall be responsible for the Transportation of the Gas from the point of sale.

27.6 Panhandle has adopted all of the Business Practices and Electronic Communication Standards which are incorporated in 18 CFR 284.12(a). Notwithstanding this Section 27.6, Panhandle shall adhere to the NAESB standards as modified by Order No. 717. In addition to the standards which are reflected in other provisions of this tariff, the following NAESB WGQ standards, definitions and data sets are incorporated herein by reference.

Version 1.8, September 30, 2006: 0.2.1 through 0.2.3, 0.3.1 through 0.3.15, 0.4.1, 1.2.1 through 1.2.3, 1.2.5, 1.2.6, 1.2.8 through 1.2.19, 1.3.2(vi), 1.3.3, 1.3.4, 1.3.6, 1.3.13 through 1.3.18, 1.3.20 through 1.3.29, 1.3.31 through 1.3.77, 1.3.79, 1.4.1 through 1.4.7, 2.2.1 through 2.2.5, 2.3.1 through 2.3.4, 2.3.6 through 2.3.13, 2.3.15, 2.3.17, 2.3.19 through 2.3.23, 2.3.25, 2.3.27, 2.3.28 through 2.3.35, 2.3.42 through 2.3.44, 2.3.48, 2.3.50 through 2.3.65, 2.4.1 through 2.4.18, 3.3.1 through 3.3.14, 3.3.16 through 3.3.18, 3.3.20 through 3.3.26, 3.4.1 through 3.4.4, 4.2.1 through 4.2.20, 4.3.1 through 4.3.3, 4.3.5, 4.3.16 through 4.3.18, 4.3.20, 4.3.22 through 4.3.36, 4.3.38 through 4.3.62, 4.3.65 through 4.3.69, 4.3.72 through 4.3.76, 4.3.78 through 4.3.87, 4.3.89 through 4.3.93, 5.2.1 through 5.2.3, 5.3.7, 5.3.12, 5.3.17 through 5.3.25, 5.3.27 through 5.3.54, 5.3.56 through 5.3.60, 5.4.1 through 5.4.23, 10.2.1 through 10.2.38, 10.3.1, and 10.3.3 through 10.3.25.

27.7 Panhandle may, from time to time, enter into agreements with other interstate or intrastate pipeline companies for capacity (off-system capacity). In the event that Panhandle acquires off-system capacity, Panhandle will provide service to Shippers with the off-system capacity pursuant to Panhandle's open access tariff and subject to Panhandle's Commission-approved rates, as such tariff and rates may change from time
to time. For purposes of transactions entered into subject to this Section 27.7, the
"shipper must have title" requirement is waived.
28. RESERVATION CHARGE CREDIT

Panhandle shall provide reservation charge credits to a Shipper with firm transportation service under Rate Schedule FT, EFT, SCT, LFT or HFT when Panhandle is unable to deliver Quantities from any primary Point of Receipt to any primary Point of Delivery up to the primary Point of Delivery Quantity stated on Exhibit A of Shipper’s Service Agreement on any Day in accordance with this Section 28. No adjustment of any kind under this Section 28 shall be required if Panhandle’s failure to schedule or deliver gas is due to events solely related to conduct, activities or operations of Shipper and/or upstream or downstream parties (including force majeure events affecting Shipper or such parties) including, but not limited to, activities and/or events such as (i) Shipper’s failure to perform in accordance with the terms of its Service Agreement and Panhandle’s Tariff, including, but not limited to, Operational Flow Orders and failure to meet all applicable gas quality specifications, or (ii) failure of supply or transportation upstream of Panhandle’s pipeline system, or (iii) failure of market or transportation downstream from Panhandle’s pipeline system.

28.1 Non-force Majeure

(a) Eligible Quantity

(1) When Panhandle gives notice of a non-force majeure service interruption at any time after completion of the Timely Nomination Cycle for the Day, reservation charge credits shall apply to Shipper’s scheduled Quantity of Gas from primary Points of Receipt (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Receipt) to primary Points of Delivery (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Delivery) less the Quantity of Gas delivered on Shipper’s Service Agreement for the Day.

(2) When Panhandle gives advance notice of unavailability of service due to an outage or scheduled maintenance before Shippers have submitted nominations for the day(s) of the outage, reservation charge credits for each day of the outage will be based on the average of the scheduled quantity from Shipper’s primary Points of Receipt (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Receipt) to primary Points of Delivery (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Delivery) for the seven days prior to the announced outage, less the Quantity of Gas delivered on Shipper’s Service Agreement for the Day.

(3) When Panhandle has not given advance notice of an outage and reduces Shipper’s nomination during the Timely Nomination Cycle, reservation charge credits will apply to Quantities nominated and confirmed in the
Timely Nomination Cycle from primary Points of Receipt (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Receipt) to primary Points of Delivery (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Delivery) less the Quantity of Gas delivered on Shipper’s Service Agreement for the Day.

(4) Panhandle shall provide reservation charge credits for primary firm service but not for secondary firm service. If Shipper nominates to or from secondary Points of Receipt or Delivery after Panhandle has given notice of the outage, Panhandle shall not provide reservation charge credits to the extent Panhandle provides such secondary firm service.

(b) Reservation Rate

For the calculation of the reservation charge credit, Panhandle shall apply the reservation rate applicable to Shipper’s Service Agreement stated on a daily basis; provided, however, the reservation rate for service obtained through capacity release pursuant to GT&C Section 15 shall be the lower of the rate under the Replacement Shipper’s Capacity Release Service Agreement Addendum or the reservation rate stated in Releasing Shipper’s Service Agreement. Reservation charge credits are not applicable to Replacement Shippers paying a volumetric rate.

(c) Calculation

Each day’s credit shall be payable on the applicable Quantity calculated in Section 28.1(a) above multiplied by the appropriate contract reservation rate pursuant to Section 28.1(b) stated on a daily basis. In accordance with Section 2 of Rate Schedule LFT, reservation charge credits for Service Agreements under Rate Schedule LFT shall be calculated after Panhandle’s right not to schedule service in whole or in part for ten (10) Days in each Month.

28.2 Force Majeure

When Panhandle has issued notice of a Force Majeure event in accordance with Section 20 of the General Terms and Conditions, Panhandle shall provide full reservation charge credits to firm Shippers after a ten (10) day grace period pursuant to this Section 28.2.

(a) The grace period for a Force Majeure event shall be ten (10) full consecutive Days.

(b) The Quantity of Gas eligible for reservation charge crediting shall be based on the average of the scheduled quantity from Shipper’s primary Points of Receipt (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Receipt) to primary Points of Delivery (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Delivery) for the
seven days prior to the announced Force Majeure event, less the Quantity of Gas delivered on Shipper’s Service Agreement for the Day.

(c) For each Day subsequent to the grace period in Section 28.2(a), the reservation charge credit shall be the Quantity determined in Sections 28.2(b) and 28.1(a)(4) above multiplied by the appropriate contract reservation rate pursuant to Section 28.1(b) stated on a daily basis; provided, however, reservation charge credits for service under Rate Schedule LFT shall only be calculated for Days subsequent to the grace period and in excess of the ten (10) Days each Month that Panhandle has the right not to schedule service pursuant to Section 2 of Rate Schedule LFT.

28.3 Any reservation charge credit payable will be included on a subsequent month invoice and will be applied first to offset any outstanding past due balances owed by Shipper. Reservation charge credits applicable to Service Agreements that are not in effect due to termination will be paid by Panhandle to Shipper, net of any amounts owed to Panhandle.

28.4 In a not unduly discriminatory manner and in connection with a discounted or negotiated rate Service Agreement, Panhandle and Shipper may agree to a different reservation charge crediting methodology.
28. RESERVATION CHARGE CREDIT

Panhandle shall provide reservation charge credits to a Shipper with firm transportation service under Rate Schedule FT, EFT, SCT, LFT or HFT when Panhandle is unable to deliver Quantities from any primary Point of Receipt to any primary Point of Delivery up to the primary Point of Delivery Quantity stated on Exhibit A of Shipper’s Service Agreement on any Day in accordance with this Section 28. No adjustment of any kind under this Section 28 shall be required if Panhandle’s failure to schedule or deliver gas is due to events solely related to conduct, activities or operations of Shipper and/or upstream or downstream parties (including force majeure events affecting Shipper or such parties) including, but not limited to, activities and/or events such as (i) Shipper’s failure to perform in accordance with the terms of its Service Agreement and Panhandle’s Tariff, including, but not limited to, Operational Flow Orders and failure to meet all applicable gas quality specifications, or (ii) failure of supply or transportation upstream of Panhandle’s pipeline system, or (iii) failure of market or transportation downstream from Panhandle’s pipeline system.

28.1 Non-force Majeure

(a) Eligible Quantity

(1) When Panhandle gives notice of a non-force majeure service interruption at any time after completion of the Timely Nomination Cycle for the Day, reservation charge credits shall apply to Shipper’s scheduled Quantity of Gas from primary Points of Receipt (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Receipt) to primary Points of Delivery (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Delivery) less the Quantity of Gas delivered on Shipper’s Service Agreement for the Day.

(2) When Panhandle gives advance notice of unavailability of service due to an outage or scheduled maintenance before Shippers have submitted nominations for the day(s) of the outage, reservation charge credits for each day of the outage will be based on the average of the scheduled quantity from Shipper’s primary Points of Receipt (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Receipt) to primary Points of Delivery (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Delivery) for the seven days prior to the announced outage, less the Quantity of Gas delivered on Shipper’s Service Agreement for the Day of the outage.

(3) When Panhandle has not given advance notice of an outage and reduces Shipper’s nomination during the Timely Nomination Cycle, reservation charge credits will apply to Quantities nominated and confirmed in the
Panhandle Eastern Pipe Line Company, LP
FERC NGA Gas Tariff
Fourth Revised Volume No. 1

Part VI  General Terms and Conditions
GT&C Section 28.  Reservation Charge Credit
Version 0.0.0

Timely Nomination Cycle from primary Points of Receipt (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Receipt) to primary Points of Delivery (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Delivery) less the Quantity of Gas delivered on Shipper’s Service Agreement for the Day.

(4) Panhandle shall provide reservation charge credits for primary firm service but not for secondary firm service. If Shipper nominates to or from secondary Points of Receipt or Delivery after Panhandle has given notice of the outage, Panhandle shall not provide reservation charge credits to the extent Panhandle provides such secondary firm service.

(b) Reservation Rate

For the calculation of the reservation charge credit, Panhandle shall apply the reservation rate applicable to Shipper’s Service Agreement stated on a daily basis; provided, however, the reservation rate for service obtained through capacity release pursuant to GT&C Section 15 shall be the lower of the rate under the Replacement Shipper’s Capacity Release Service Agreement Addendum or the reservation rate stated in Releasing Shipper’s Service Agreement. Reservation charge credits are not applicable to Replacement Shippers paying a volumetric rate.

(c) Calculation

Each day’s credit shall be payable on the applicable Quantity calculated in Section 28.1(a) above multiplied by the appropriate contract reservation rate pursuant to Section 28.1(b) stated on a daily basis. In accordance with Section 2 of Rate Schedule LFT, reservation charge credits for Service Agreements under Rate Schedule LFT shall be calculated after Panhandle’s right not to schedule service in whole or in part for ten (10) Days in each Month.

28.2 Force Majeure

When Panhandle has issued notice of a Force Majeure event in accordance with Section 20 of the General Terms and Conditions, Panhandle shall provide full reservation charge credits to firm Shippers after a ten (10) day grace period pursuant to this Section 28.2.

(a) The grace period for a Force Majeure event shall be ten (10) full consecutive Days.

(b) The Quantity of Gas eligible for reservation charge crediting shall be based on the average of the scheduled quantity from Shipper’s primary Points of Receipt (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Receipt) to primary Points of Delivery (up to the Quantity stated on Shipper’s Service Agreement Exhibit A for each primary Point of Delivery) for the...
seven days prior to the announced Force Majeure event, less the Quantity of Gas delivered on Shipper’s Service Agreement for the Day.

(c) For each Day subsequent to the grace period in Section 28.2(a), the reservation charge credit shall be the Quantity determined in Sections 28.2(b) and 28.1(a)(4) above multiplied by the appropriate contract reservation rate pursuant to Section 28.1(b) stated on a daily basis; provided, however, reservation charge credits for service under Rate Schedule LFT shall only be calculated for Days subsequent to the grace period and in excess of the ten (10) Days each Month that Panhandle has the right not to schedule service pursuant to Section 2 of Rate Schedule LFT.

28.3 Pipeline and Hazardous Materials Safety Administration (PHMSA) Outages

Notwithstanding the above provisions, when Panhandle is unable to deliver Quantities due to outages that are required to comply with PHMSA orders pursuant to Section 601139(c) of Title 49 of the United States Code, Chapter 601, Shipper shall be eligible for reservation charge credits calculated in accordance with Section 28.2(c) above. Notice to Shippers of such outage shall identify the specific PHMSA order causing the outage. This provision shall apply for a two year period beginning July 3, 2013.

28.4 Any reservation charge credit payable will be included on a subsequent month invoice and will be applied first to offset any outstanding past due balances owed by Shipper. Reservation charge credits applicable to Service Agreements that are not in effect due to termination will be paid by Panhandle to Shipper, net of any amounts owed to Panhandle.

28.5 In a not unduly discriminatory manner and in connection with a discounted or negotiated rate Service Agreement, Panhandle and Shipper may agree to a different reservation charge crediting methodology.