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Scenario Documents

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Scenario 4
Remove Rate Schedule



Northern Natural Gas Company
P.O. Box 3330
Omaha, NE 68103-0330
402 398-7200

August 24, 2006

Ms. Magalie R. Salas, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Northern Natural Gas Company
Docket No. RP06- -000
Removal of IMA and VFT Rate Schedules

Dear Ms. Salas:

Northern Natural Gas Company ("Northern") submits herewith for filing as part of its F.E.R.C. Gas Tariff, Fifth Revised Volume No. 1, an original and five (5) copies of the tariff sheets attached on Appendix A, to remove Rate Schedule IMA and Rate Schedule VFT from Northern's tariff effective September 24, 2006.

Background

Rate Schedule IMA provides a means for shippers to designate a party to assume primary responsibility for resolving shippers monthly imbalances under all throughput service agreements with Northern. Rate Schedule IMA was approved as part of a settlement of Docket No. RP98-203-000¹ and became effective on November 1, 1999. Since that time a number of other options for resolving monthly imbalances have been added to Northern's tariff, including imbalance trading, in-kind payback and trade groups.² No shipper on Northern has ever elected to enter into an IMA service agreement.

Rate Schedule VFT provides for a firm transportation service that is billed on a volumetric basis, *i.e.*, the VFT rates are billed on the volumes actually transported each month. The VFT rates are based on a historical load factor for the individual shipper. Rate Schedule VFT was approved in Docket No. RP00-264-000 and became effective on November 1, 2000.³ The order approving the rate schedule provided that the service was authorized through May of 2002, at which time Northern was to have filed data on the use of VFT to allow the Commission to assess how the VFT service had operated and

¹ Northern Natural Gas Company, 87 FERC ¶ 61,321 (1999).

² See Tariff Sheet Nos. 269-269C.

³ Northern Natural Gas Company, 93 FERC ¶ 61,139 (2000).

Ms. Magalie R. Salas, Secretary

August 24, 2006

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whether changes were necessary. No shipper, however, ever elected to enter into a VFT service agreement.

Reason for Filing

Northern is proposing to remove Rate Schedule IMA and Rate Schedule VFT from its tariff. No shipper has ever elected to enter into an IMA service agreement. Shippers currently have a number of other options to resolve their monthly imbalances. Further, no shipper ever elected to enter into a VFT service agreement.

Waiver

Northern respectfully requests that the Commission grant any and all waivers of its Regulations that it deems necessary to allow the tariff sheets to become effective on September 24, 2006.

Motion

In accordance with Sections 154.7(a)(9) and 154.206(c) of the Commission's Regulations, Northern hereby moves to place the tariff sheets referenced herein in effect as of the end of any suspension period ordered by the Commission.

Posting

In accordance with Section 154.208 of the Commission's Regulations, copies of this filing have been mailed to all of Northern's customers and interested State Commissions. A copy of this filing is also available for public inspection in Northern's office in Omaha, Nebraska during regular business hours.

Marked Version

In accordance with Section 154.201 of the Commission's Regulations, included with this filing is a marked version of the proposed tariff changes that highlights the additions and shows deletions by strikeout.

Notice

In accordance with Section 154.209 of the Commission's Regulations, Northern hereby encloses a Notice of Proposed Changes in its FERC Gas Tariff suitable for publication in the Federal Register.

Ms. Magalie R. Salas, Secretary
August 24, 2006
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Data Processing Requirements

Northern has also submitted a diskette reflecting the information contained in the Appendix A tariff sheets and a separate diskette reflecting the attached Notice.

Communication

It is requested that all correspondence and communications concerning this filing be served upon each of the following:

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Respectfully submitted,



Mary Kay Miller
Vice President, Regulatory and Government Affairs

UNITED STATES OF AMERICA
Before the
FEDERAL ENERGY REGULATORY COMMISSION

Northern Natural Gas Company

Docket No. RP06-__ 000

Notice of Proposed Changes in F.E.R.C. Gas Tariff

Take notice that Northern Natural Gas Company (Northern) on August 24, 2006, tendered for filing to become part of Northern's FERC Gas Tariff, Fifth Revised Volume No. 1, the following tariff sheets:

FIFTH REVISED VOLUME NO. 1

| | |
|-----------------------------------|-------------------------------|
| Ninth Revised Sheet No. 1 | Fifth Revised Sheet No. 261 |
| Twelfth Revised Sheet No. 2 | Ninth Revised Sheet No. 263A |
| 2 Revised 72 Revised Sheet No. 53 | Seventh Revised Sheet No. 264 |
| 1 Revised 24 Revised Sheet No. 54 | Ninth Revised Sheet No. 265 |
| 3 Revised 20 Revised Sheet No. 56 | First Revised Sheet No. 265A |
| Eighth Revised Sheet No. 115 | Fourth Revised Sheet No. 271 |
| Seventh Revised Sheet No. 143 | Seventh Revised Sheet No. 288 |
| Fourteenth Revised Sheet No. 144 | Ninth Revised Sheet No. 289 |
| Seventh Revised Sheet No. 145 | Sixth Revised Sheet No. 290 |
| Second Revised Sheet No. 156 | Eighth Revised Sheet No. 300 |
| First Revised Sheet No. 157 | Seventh Revised Sheet No. 302 |
| Second Revised Sheet No. 158 | Fourth Revised Sheet No. 308 |
| First Revised Sheet No. 159 | Fifth Revised Sheet No. 309 |
| Second Revised Sheet No. 160 | Fifth Revised Sheet No. 400 |
| Second Revised Sheet No. 161 | Third Revised Sheet No. 400A |
| Second Revised Sheet No. 162 | Third Revised Sheet No. 402 |
| Fourth Revised Sheet No. 163 | Fifth Revised Sheet No. 403 |
| First Revised Sheet No. 164 | Fifth Revised Sheet No. 403A |
| First Revised Sheet No. 201A | Second Revised Sheet No. 405 |
| First Revised Sheet No. 201B | Second Revised Sheet No. 454 |
| Eighth Revised Sheet No. 206 | Third Revised Sheet No. 459 |
| Fifth Revised Sheet No. 251 | First Revised Sheet No. 459A |
| Eleventh Revised Sheet No. 252 | First Revised Sheet No. 460 |

Northern is filing the above-referenced tariff sheets to remove Rate Schedule IMA and Rate Schedule VFT from its tariff.

Northern further states that copies of the filing have been mailed to each of its customers and interested State Commissions.

Any person desiring to intervene or to protest this filing must file in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 CFR 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate. Such notices, motions, or protests must be filed in accordance with the provisions of Section 154.210 of the Commission's regulations (18 CFR 154.210). Anyone filing an intervention or protest must serve a copy of that document on the Applicant. Anyone filing an intervention or protest on or before the intervention or protest date need not serve motions to intervene or protests on persons other than the Applicant.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the "eFiling" link at <http://www.ferc.gov>. Persons unable to file electronically should submit an original and 14 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426.

This filing is accessible on-line at <http://www.ferc.gov>, using the "eLibrary" link and is available for review in the Commission's Public Reference Room in Washington, D.C. There is an "eSubscription" link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Magalie R. Salas
Secretary

August 24, 2006

Northern Natural Gas Company

APPENDIX A

FIFTH REVISED VOLUME NO. 1

| | |
|-----------------------------------|-------------------------------|
| Ninth Revised Sheet No. 1 | Fifth Revised Sheet No. 261 |
| Twelfth Revised Sheet No. 2 | Ninth Revised Sheet No. 263A |
| 2 Revised 72 Revised Sheet No. 53 | Seventh Revised Sheet No. 264 |
| 1 Revised 24 Revised Sheet No. 54 | Ninth Revised Sheet No. 265 |
| 3 Revised 20 Revised Sheet No. 56 | First Revised Sheet No. 265A |
| Eighth Revised Sheet No. 115 | Fourth Revised Sheet No. 271 |
| Seventh Revised Sheet No. 143 | Seventh Revised Sheet No. 288 |
| Fourteenth Revised Sheet No. 144 | Ninth Revised Sheet No. 289 |
| Seventh Revised Sheet No. 145 | Sixth Revised Sheet No. 290 |
| Second Revised Sheet No. 156 | Eighth Revised Sheet No. 300 |
| First Revised Sheet No. 157 | Seventh Revised Sheet No. 302 |
| Second Revised Sheet No. 158 | Fourth Revised Sheet No. 308 |
| First Revised Sheet No. 159 | Fifth Revised Sheet No. 309 |
| Second Revised Sheet No. 160 | Fifth Revised Sheet No. 400 |
| Second Revised Sheet No. 161 | Third Revised Sheet No. 400A |
| Second Revised Sheet No. 162 | Third Revised Sheet No. 402 |
| Fourth Revised Sheet No. 163 | Fifth Revised Sheet No. 403 |
| First Revised Sheet No. 164 | Fifth Revised Sheet No. 403A |
| First Revised Sheet No. 201A | Second Revised Sheet No. 405 |
| First Revised Sheet No. 201B | Second Revised Sheet No. 454 |
| Eighth Revised Sheet No. 206 | Third Revised Sheet No. 459 |
| Fifth Revised Sheet No. 251 | First Revised Sheet No. 459A |
| Eleventh Revised Sheet No. 252 | First Revised Sheet No. 460 |

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| | Commodity Charges ----- | |
|--|-------------------------------|-------|
| | Nov-Oct ----- | |
| GS-T COMMODITY THROUGHPUT RATE | | |
| Market Area | 0.6972 | 1/ 6/ |
| Field to Demarcation | 0.6327 | |
| Field-to-Market | 1.2460 | 1/ 6/ |
| STAND ALONE COMPRESSION | | |
| Ft. Buford | | |
| Maximum | 0.2595 | 1/ 2/ |
| Minimum | 0.0118 | 2/ |
| WATERVILLE STORAGE | | |
| <p>The Market Area transportation rate, fuel and unaccounted for is charged for delivery to the Waterville storage point (POI 922), or other similarly situated third party storage points in the Market Area. If redelivery from Waterville, or other similarly situated third party storage points, is to a Market Area point, there are no additional transportation, fuel or unaccounted for charges. If the redelivery is to a Field Area delivery point, the Field Area mileage/MID transportation rate and fuel is charged.</p> | | |
| CAPACITY RELEASE FEE (Rate per transaction) | | |
| Marketing | Negotiated | 3/ |
| DAILY DELIVERY VARIANCE CHARGE: | | |
| Positive DDVC | 1.0000 | 7/ |
| Positive/Critical DDVC | | |
| -First 2% | 15.0000 | |
| -Next 3% | 22.0000 | |
| Negative DDVC | 0.4000 | 7/ |
| Punitive DDVC | 4/ | 7/ |
| Punitive/Critical DDVC | | |
| -Level I | 56.5000 | |
| -Level II | 113.0000 | |
| AUTHORIZED OVERRUN | | |
| TF, TFX, LFT, TI and GS-T Rate Schedules | 5/ | |

- 1/ Includes ACA of \$0.0018.
- 2/ Rate only applies to interruptible volumes transported through Ft. Buford that are not ultimately confirmed for redelivery into Northern's Market Area system.
- 3/ Northern will assess fee only in those instances outlined in Sheet No. 288.
- 4/ Charge equal to five (5) times the SMS monthly reservation fee.
- 5/ The Authorized Overrun Rate shall be equal to the TI rate for the applicable MID path shown in Sheet Nos. 59 and 60A.
- 6/ Reflects Market Area Electric Compression Surcharge of \$0.0001 and Field Area Electric Compression charge of \$0.0000 where applicable.
- 7/ On non-SOL/SUL/Critical Days the rate will be the maximum November-March Market Area TI Rate during the November-March period, and the maximum April-October Market Area TI Rate during the April-October period.

R A T E S C H E D U L E S T F, T F X, L F T, G S - T, T I, & F D D

Fuel Percentages/Electric Compression Rates

| | Percentages ----- |
|---|-------------------------------|
| FUEL PERCENTAGES: | 1/ |
| Market Area (including Out-of-Balance) | 1.46% |
| Field Area | 2/ 3/ 5/ 6/ |
| UNACCOUNTED FOR PERCENTAGE (including Out-of-Balance) | -0.09% 4/ 5/ |
| FDD Storage Fuel | 0.57% |
| | Electric Compression ----- |
| COMMODITY RATES: | 1/ |
| Market Area | \$0.0001 |
| Field Area | \$0.0000 |

- 1/ Northern will adjust its Fuel percentages and electric compression commodity rates in accordance with Sections 53A and 53B, respectively, of the General Terms and Conditions of this Tariff.
- 2/ Fuel shall be determined by Mileage Indicator Districts (MIDS) for the Field Area.
- 3/ Fuel charged in the Field and Market Areas for a pooling transaction or for processing plant transactions will not exceed the fuel charged on a unified Field-to-Market transaction having the same initial Field receipt point and ultimate Market delivery point, i.e., the total fuel collected for transactions that go into and out of pooling points or processing plants in either the Field Area or the Market Area will be no greater than the fuel collected on the total path between the original receipt point and the ultimate delivery point, subject to the shipper(s) providing Northern the requisite information.
- 4/ The Unaccounted For percentage utilizes the most recent twelve-month period ending December 31.
- 5/ Sheet No. 54A identifies the specific transportation transactions exempt from fuel and unaccounted-for retention charges.
- 6/ The Out-of-Balance Fuel Percentage for deliveries in MIDS 1-7 shall be the applicable Section 1 Mainline Fuel percentage, and for deliveries in MIDS 8-16B shall be the applicable Section 2 Mainline Fuel percentage.

In the event facilities have been abandoned, Northern shall have the right to file to reduce the applicable MID fuel percentage(s) on a common basis for all transactions affected by the abandonment to reflect the reduction in use for the remainder of the PRA period. In the event such abandoned facilities (gas compressors) have been replaced with electric compressors installed after October 1, 1998, and Northern reduces the applicable MID fuel percentages, Northern has the right to file to increase the applicable electric compression commodity rate.

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RATE SCHEDULE TF
Firm Throughput Services

The maximum TF12 Base entitlement shall be the Shipper's actual average daily deliveries, including (1) total injections to the Ogden deferred delivery point and positive net injections to the Demarc deferred delivery point for FDD, PDD, IDD, or (2) third party storage; to the Town Border Stations (TBS's) or delivery points listed as primary delivery points in the Shipper's TF Service Agreement(s), from Northern's system over the preceding five (5) month summer period, May through September. Furthermore, if the Shipper is the delivery point operator such daily deliveries shall (1) include all deliveries made to such TBS's under any TF Service agreement on an alternate point basis, and (2) include all deliveries made to such TBS's or delivery points under any TI Service Agreement, and (3) include all deliveries made to such TBS's or delivery points as a result of Capacity Release transactions described in Section 47 of the GENERAL TERMS AND CONDITIONS of this tariff. Deliveries pursuant to a TFX, GS-T, or LFT Service Agreement shall be excluded.

To the extent the TF12 Base entitlement is adjusted, the TF12 Variable entitlement shall be adjusted in the opposite direction in a like amount.

The MDQs for the TF12 Base and TF12 Variable Throughput Service(s) shall be subject to reallocation in accordance with this Section 8 annually; provided, however, the TF Agreement must be effective for at least one (1) year before the MDQs may be reallocated. In no event shall Shipper modify on an annual basis the MDQ levels for the TF5 service. This reallocation process will not affect TF5 MDQ unless allowed as a result of Section 47. Additionally, this reallocation process shall not result in an automatic change to Northern's reservation rates.

The provisions of this Section 8 shall apply in the same manner when a Shipper has multiple TF Service Agreements at the same point(s). Provided, however, daily deliveries to the TBS or delivery points shall be allocated among the TF agreements on a pro rata basis, using the Total Aggregate MDQ's of each TF agreement, unless Northern and Shipper agree in writing to a different allocation upon the effectiveness of the multiple contract situation.

9. GENERAL TERMS AND CONDITIONS.

The "GENERAL TERMS AND CONDITIONS" of this Tariff are hereby incorporated into and made a part of this Rate Schedule.

RATE SCHEDULE IDD
Interruptible Deferred Delivery Service

1. AVAILABILITY:

This Rate Schedule is available to any Shipper with an effective Firm or Interruptible Throughput Service Agreement as contained in Northern's FERC Gas Tariff ("Tariff"). Shipper must also have an effective Interruptible Deferred Delivery Service Agreement (Service Agreement) with Northern in the form included in this Tariff prior to service commencing under this Rate Schedule.

Service under this Rate Schedule shall be available on a year-round basis. Shipper may request Northern on a daily basis to accept natural gas volumes delivered by Shipper under Rate Schedule TF, TFX, LFT or TI (injections) or to make volumes of natural gas available for transportation (withdrawals). Volumes accepted by Northern shall be held in an account for Shipper and shall be made available to Shipper subject to the terms of this Rate Schedule and as otherwise provided. Available IDD capacity will be posted on the website.

Shipper shall comply with the provisions of this Rate Schedule and the terms of its Service Agreement. Shipper shall pay the maximum rate for service herein as set forth in this Tariff unless a lower rate is established in the Service Agreement or confirmed by Northern in writing. The daily capacity available for service pursuant to this Rate Schedule shall be the daily Interruptible Deferred Quantity specified in Shipper's Service Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE:

Service under this Rate Schedule shall be interruptible up to Shipper's daily Interruptible Deferred Quantity as specified in

RATE SCHEDULE IDD
Interruptible Deferred Delivery Service

Section 3 of this Rate Schedule and set forth in Shipper's Service Agreement. This Rate Schedule shall provide Shipper the ability to have natural gas volumes delivered to or received from Northern on a deferred basis under Shipper's firm or interruptible throughput Rate Schedule.

Shipper electing to inject volumes may nominate a volume of natural gas up to its daily Interruptible Deferred Quantity. Upon acceptance of such nomination or portion thereof by Northern, Shipper shall deliver volumes released for Interruptible Deferred Delivery Service to Northern.

Shipper whose volumes are transported to this service and held in an account for subsequent transportation under Rate Schedule TF, TFX, LFT or TI shall specify any of the following designated deferred delivery points (hereinafter referred to as a deferred delivery point) as its injection and withdrawal storage point:

| | | |
|--------------------|------------------|-------------------------------|
| Ogden | Powertex | Transwestern Halley |
| Demarcation | Westar Carson | Linam Ranch |
| Permian | Pinnacle Lea | WTU/San Angelo |
| Mid-Continent | WTU/Rio Pecos | Golden Spread/Mustang Station |
| | Westar Hale | Ventura |
| Oasis Waha | CIG Dumas | TW/NNG Gray |
| El Paso Plains | Pleasant Valley | Transok Arapaho |
| Arkla Redmoon | Westar Reeves | ANR Greensburg |
| Lonestar Spraberry | PEPL Mullinville | Enogex Custer |
| | | Westar Seagraves |
| | | Valero Spraberry |
| | | El Paso Keystone |
| | | Pony Express (Tescott) |

In addition to the storage points listed above, there is a storage point associated with each Mileage Indicator District (MID) as set forth in Rate Schedule MPS.

Shippers with Ogden as their point for deferred delivery service as of September 1, 1995, will not be required to change that point. Volumes received by Northern from Shipper shall be considered transported by Northern pursuant to Shipper's Throughput Service Agreement to the deferred delivery point and held in an account for Shipper. A transportation charge shall be assessed. Shipper shall be required to include the deferred delivery point as a specified delivery point in its Transportation Service Agreement.

Shipper electing to withdraw volumes shall be entitled to nominate a volume of natural gas up to its daily Interruptible Deferred Quantity. Upon acceptance of such nomination by Northern, Northern shall make available at the deferred delivery point the quantity of natural

RATE SCHEDULE IDD
Interruptible Deferred Delivery Service

gas released for Interruptible Deferred Delivery Service. Shipper's volumes must be transported from Shipper's account under Rate Schedule TF, TFX, LFT or TI and Shipper shall specify in its nomination under such Rate Schedule(s) the deferred delivery point as the receipt point.

To the extent allowed by the parameters of the Shippers' IDD accounts, Shipper may, upon advising Northern, transfer its account balances (1) among different Shippers' IDD Accounts, and/or, (2) between its own IDD Accounts, with no additional injection or withdrawal fees, and no transportation fees provided that the Shippers' accounts are held at the same Storage point. Transfer of account balances between Storage points either on one account or multiple accounts, shall not be charged injection or withdrawal fees but will be charged the applicable transportation fees.

Deliveries to and receipts from Shipper's account under this Rate Schedule shall be subject to interruption as provided herein. Transportation service required to effectuate service shall be subject to all restrictions and conditions set forth in Shipper's Throughput Service Agreement and Throughput Rate Schedule.

3. INTERRUPTIBLE DEFERRED QUANTITY AND MAXIMUM ACCOUNT TOTAL:

The Interruptible Deferred Quantity (IDQ) shall be the maximum daily volume of natural gas, specified in Shipper's IDD Service Agreement that Northern may accept for service under this Rate Schedule. Shipper shall not be permitted to exceed the IDQ established except as permitted below.

In addition to the IDQ, the Shipper will agree to a maximum total quantity, as set forth in the Service Agreement, which will limit the total amount in the Shipper's account at any time.

Authorized Overrun - On any day Shipper, or its Designee, may nominate volumes for service in excess of its IDQ.

4. INTERRUPTION OF SERVICE:

Service under this Rate Schedule shall be subject to interruption under the terms of Shipper's Throughput Service Agreement with Northern. Any limitations imposed by such Rate Schedule shall have

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Sheet No. 159 is Reserved for Future Use

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GENERAL TERMS AND CONDITIONS

Primary Delivery Point. The term "Primary Delivery Point" shall mean those delivery points listed on Appendix A of the TF, TFX, or LFT Service Agreement with a specified firm volume assigned.

Primary Receipt Point. The term "Primary Receipt Point" shall mean those receipt points listed on Appendix A of the TF, TFX, or LFT Service Agreement with a specified firm volume assigned. In addition, a MID pooling point will be considered a Primary Receipt Point to the extent the Shipper holds primary receipt capacity within the same MID.

Purchaser. The term "Purchaser" shall mean any entity purchasing gas from Northern in accordance with the provisions of this Tariff, or any entity which qualifies for service under Northern's Rate Schedule SF.

Receipt Point. The term "Receipt Point" or "Point of Receipt" shall mean the point, which may or may not be a physical point, at which the Shipper delivers gas to Northern.

Receipt Point Operator. The term "Receipt Point Operator" shall include any person interconnected to Northern or acting as agent for the interconnected party who is authorized to confirm Shipper receipt point nominations and insure, in cooperation with the Shipper and other parties in the confirmation path, that physical flows conform to the receipt point nominations. The Receipt Point Operator must have the ability to control or cause the control of the physical operation of the facilities interconnected to Northern.

Recourse Rate. The term "Recourse Rate" shall mean the Commission approved maximum tariff rates as set forth on Sheet Nos. 50 through 68, as modified from time to time.

Residue Gas. The term "Residue Gas" shall mean that portion of gas remaining after the deduction therefrom of PVR.

Right of Way Grantor. The term "Right of Way Grantor" shall mean a party who grants a strip of land, the use of which is acquired for the construction and operation of the pipeline.

Shipper. The term "Shipper" shall be defined to be a party who: 1) requests transportation under a Throughput Service Rate Schedule; or 2) executes a Throughput Service Agreement.

Shrinkage. The term "Shrinkage" shall mean the actual gallons of plant products extracted at a processing plant converted to Btu's.

Small Customers. Small Customers are those listed on Appendix C of the Global Settlement and found on Sheet No. 510 of this Tariff.

Thermally Equivalent Volumes. The term "thermally equivalent volumes" shall mean that during any given period of time the volumes of gas delivered hereunder at the Point(s) of Delivery multiplied by the total heating value of the gas at the delivery point(s) shall equal the volumes of gas received at the point(s) of receipt multiplied by the total heating value of the gas at the receipt point(s).

Tier Relationship Factors. The term "Tier Relationship Factors" shall mean the mathematical relationship of the rates for the Market Area TF12 Base, TF12 Variable, and TF5, and the Field Area TFF Throughput Services. The Tier Relationship Factors for the Reservation Rates shall be as follows:

| | Services | Winter Months (Nov-Mar) | Summer Months (Apr-Oct) | Annual |
|--------------|----------------|----------------------------|----------------------------|--------|
| Market Area: | TF 12 Base | 1.35 | .75 | 12.0 |
| | TF 12 Variable | 1.83 | .75 | 14.4 |
| | TF 5 | 2.00 | N/A | 10.0 |
| Field Area: | TFF | 1.35 | .75 | 12.0 |

GENERAL TERMS AND CONDITIONS

26. REQUESTS FOR THROUGHPUT SERVICE

To initiate service under a Throughput Rate Schedule including Rate Schedule SMS and the respective Throughput Service Agreement, Shipper shall submit a valid written request which must contain all information described in Section 27, "Information Required for a Valid Request", of the "GENERAL TERMS AND CONDITIONS" of this Tariff. If, upon review of the throughput request, Northern determines that the throughput request is incomplete or inaccurate with respect to information other than:

- (a) the firm MDQ for each Throughput Service(s) under the TF Agreement, and the MDQ under the TFX Agreement, LFT Agreement or the TI Agreement;
- (b) the specification of Point(s) of Delivery;
- (c) the specification of Point(s) of Receipt;
- (d) for Firm Throughput Service only, the firm quantities applicable to the respective Point(s) of Receipt and Point(s) of Delivery; or
- (e) the term of service, (for TF Service, the term requested must comply with Section 5, "Term of TF Agreement" of Rate Schedule TF),

Shipper shall have five (5) days to submit the required information upon request by Northern. If such information is not supplied to Northern within said five (5) day period, then Shipper's request shall be deemed null and void. If Shipper does not specify on the throughput request form the information described in one or more of the sections (a) through (e) above, then Northern shall reject such request, in which case, Shipper's request shall be null and void.

Furthermore, if Northern determines that incomplete or inaccurate information has been submitted to effectuate the throughput service which causes such service to not comply with the Commission's regulations then Northern shall notify Shipper of such discrepancy within 45 days of the effective date of the Service Agreement. Shipper must respond to Northern within 5 business days, otherwise such Service Agreement will terminate.

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Once Northern has validated Shipper's request and determined that Shipper's offer is the best bid, Northern shall send, for execution, to Shipper a Throughput Service Agreement. Shipper shall have thirty (30) days from the date of tender in which to execute the Throughput Service Agreement and return to Northern or Shipper's request shall be deemed null and void. Northern is not required to tender a Service Agreement for service at a rate less than maximum rate.

For purposes of the throughput request form, a Shipper may request an Operational Area as a Point of Delivery to the facilities of a single LDC. Shipper shall be required to specify the specific points for which gas will be delivered.

Additional Provisions for Requests for
Firm Throughput Service

Northern will advise Shipper of its ability to provide the service requested. Northern will give a Shipper requesting firm service written confirmation within seven (7) work days after receipt of a request that a Shipper will be allowed to enter into a TF, TFX, or LFT Service Agreement containing the points requested or amend an existing TF, TFX, or LFT Service Agreement to change primary receipt or delivery points; Shipper may not nominate volumes at these points until the TF, TFX, or LFT Service Agreement or amendment is executed. In a force majeure situation, a shipper may request a change in primary receipt or delivery points pursuant to this section.

The effective date of the TF, TFX, or LFT Service Agreement shall be that agreed to by Northern and the Shipper and shall be set forth in the Service Agreement. The effective date of any service agreement may be contingent upon the completion of the construction of any facilities needed to provide such service.

To the extent capacity is not available, a request for new firm service shall be voided. Northern shall post and award available capacity in accordance with this Section 26. Northern shall post weekly its available capacity on the website. Northern shall have the right to (1) post notices for solicitation of bids for particular segments of capacity for service to start immediately or in the future or (2) conduct open seasons for expansion projects including requests for incremental service at a date later than the in-service date of the expansion facilities. Any open season for capacity will be conducted for a period of no less than five and no more than sixty business days. The open season may include generally available capacity or capacity resulting from an expansion project. The open season notice will include the following:

- (a) the location of the capacity or proposed expansion;
- (b) the total quantity, if applicable; and
- (c) the date capacity is available or proposed to be available.

Such notice may include a bid evaluation methodology and/or if the open season includes service to start at some time in the future, the bid methodology will include a net present value analysis, in which case the posting will be made at least three (3) days prior to bidding. In addition, Northern will post whether bids have been received and show the full net present value (NPV) analysis for the highest bid received, the shippers' bids, and provide the actual calculation of the NPV with sufficient clarity to permit bidders to duplicate the results. In the event Northern receives bids for new capacity, the capacity will be allocated to the best bid.

In the event a specific bid evaluation methodology has not been posted, the default methodology for the best bid will be the bid with the highest total NPV. The NPV is the discounted cash flow of incremental revenues to Northern for service. Incremental revenues are those revenues above and beyond the current revenues which Northern already receives from reservation charges being paid prior to the bid period. Northern will utilize the standard NPV calculation based on the revenue stream over the specified term (which shall not exceed twenty (20) years), discounted by the FERC interest rate to determine the highest total incremental revenues. If an alternate bid evaluation methodology is used, Northern will post the evaluation factors to be utilized along with each factor's weight. The NPV calculation shall include only revenues generated by the

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To the extent that capacity remains, Northern shall schedule TI, TF overrun, TFX overrun, and LFT overrun on the basis of the nominated TI, TF overrun, TFX overrun, and LFT overrun commodity path rate. For the purpose of allocating capacity, shippers willing to pay more than the maximum tariff rate will be considered to be paying the maximum tariff rate.

Provided however, for purposes of determining scheduling priority, such nominated commodity rate shall include the associated upstream or downstream path rate for transactions nominating a pooling point.

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All dollars collected in this Section 2, including dollars related to the Carlton Commodity Surcharge in Section 3 hereof, will be recorded in a separate subaccount and will accumulate interest from the date collected as prescribed by the Commission in 18 CFR 154.501(d).

3. Surcharge. The Carlton Commodity Surcharge will be \$0.0175. All Market Area entitlement not identified in the Adjusted Current Peak Entitlement at Carlton on Schedule 1 (excluding Other Carlton Entitlement and ANR) including all other Market Area TF, TFX, and TI will be subject to the Carlton Commodity Surcharge. To the extent Northern is unable to charge the maximum commodity rate, Northern will discount the base commodity rate as allowed per the tariff first. Further, the Sourcers on Schedule 1 will remain Sourcers until the expiration of their contracts. Upon any rollover of such contracts, the entitlement in Schedule 1 will remain subject to the sourcing obligation and will not be subject to the Carlton Commodity Surcharge. Any entitlement for a shipper which is in addition to the entitlement reflected on Schedule 1, as well as any entitlement for an Other Carlton Shipper which is in addition to the entitlement reflected on Schedule 1 for Other Carlton Entitlement shippers, will be subject to the Carlton Commodity Surcharge.

All Carlton Commodity Surcharge dollars will be reimbursed on a pro rata basis to Sourcers based on their new Carlton Resolution Obligation as stated on Schedule 1, including Appendix B Parties that exercise the buyout provision, on or before June 1 of each year. On or before July 1 of each year Northern will file a report with the Commission detailing the amounts reimbursed pursuant to Sections 2 and 3. The amount of Northern's reimbursement to each Sourcer shall be subject to Commission review and approval. Any Northern shipper or other party shall have the opportunity, after Notice by the Commission, to intervene and protest Northern's report related to the report period, including the appropriateness of the amounts which have been collected.

- (d) Other Flow Orders. Northern and Shipper may agree to a contract specific receipt or delivery point flow requirement which could require receipts from or deliveries to the primary points under a Shipper's firm agreement in order to alleviate conditions on Northern's system that threaten the safe operations or system integrity or to maintain conditions on Northern's system that are required to maintain safe operations or system integrity. Northern and Shipper may agree to discount the transportation rate, provide a contribution in aid of construction, or other consideration consistent with the terms of Northern's FERC-approved tariff as the consideration for a contract specific flow order. Northern will post on its Internet website, under Transactional Reporting, applicable provisions and consideration provided under this provision.

(e) OBA GENERAL TERMS & CONDITIONS

If requested by a Shipper, Northern agrees that it will negotiate an Operational Balancing Agreement (OBA) with an entity that operates the facilities interconnecting with Northern or controls supplies entering Northern's system at interconnection point and/or receipt point(s) ("Operator"), as applicable. An OBA is a contract between two parties which specifies the procedures to manage operating variances at an interconnect. Such an OBA with Operator will be subject to the following conditions.

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1. Quantities nominated by Shipper are confirmed on a reliable basis by Operator;
2. Data Acquisition Systems or other monitoring equipment generally acceptable by industry standards exists at the interconnection point and/or receipt point(s);
3. Operator must meet the same credit worthiness standards as Shipper(s) for whom it is operating on behalf of;
4. Operator must possess sufficient quantities of gas for it to balance receipts and/or deliveries under the OBA.

An Operational Balancing Agreement may be subject to certain conditions as follows:

1. Any receipt point imbalance and scheduling penalties otherwise applicable to Shipper will be applicable to operator unless Northern maintains flow control equipment at the wellhead receipt or interconnection point(s) under the Operational Balancing Agreement.
2. Operator and Northern will negotiate in good faith to agree on a method of valuing imbalances based on market price indices. The method of valuing imbalances will be applied in a non-discriminatory manner. Nothing in this section is intended to restrict Northern's ability to either execute an Operational Balancing Agreement without market based imbalance evaluation or to terminate such an agreement for lack thereof. However, OBAs applicable to non-contiguous facilities shall be resolved by cash in/out.

30. BILLING THROUGHPUT QUANTITY

A. Single Shipper. The Billing Throughput Quantity ("BTQ") shall be the volumes actually delivered for a Shipper. For monthly billing purposes, the determination of the BTQ for a Shipper transporting gas under more than one Throughput Rate Schedule shall be in the following order (Default Order) unless agreed to otherwise by Northern and the Shipper prior to the beginning of such month.

- (1) volumes, including overrun volumes, scheduled for delivery under Rate Schedule(s) TFX and LFT, if any;
- (2) volumes, including overrun volumes, scheduled for delivery under Rate Schedule(s) TI and GS-T, if any;

GENERAL TERMS AND CONDITIONS

- (3) volumes delivered under Rate Schedule(s) TF in the following order:
(i) scheduled overrun volumes, if any, and (ii) up to the MDQ's of the TF services.
- B. Multiple Shippers. For billing purposes, to the extent Northern is transporting gas to a Point(s) of Delivery for more than one (1) Shipper, the Shipper shall cause the party receiving the gas for Shipper's account at such Point(s) of Delivery ("Receiving Party") to advise Northern of the priority between Shippers in which said Receiving Party will receive the other Shippers' scheduled gas. If Northern has not been advised of a priority, the Default Order in "A" above shall apply. Provided however, if the Receiving Party is also a TF Shipper, then, for billing purposes, gas being transported and delivered at the subject Point(s) of Delivery for the Receiving Party Shipper's TF Agreement shall be deemed to be the last transportation volumes scheduled through the meter (last-through-the-meter methodology) preceded by any other agreements in the Default Order unless agreed to otherwise by Northern and the Receiving Party prior to the beginning of the month, or unless the Receiving Party has chosen to provide the measured volumes as stated below in paragraph E.
- C. GS-T Receiving Party Shipper(s). For monthly billing purposes, the determination of the BTQ at a delivery point(s) where a GS-T Shipper is the Receiving Party shall be in the following order unless agreed to otherwise by Northern and the GS-T Receiving Party Shipper prior to the beginning of such month:
- (1) volumes, including overrun volumes, scheduled for delivery under Rate Schedule(s) TFX and LFT, if any;
 - (2) volumes delivered under Rate Schedule(s) TF in the following order:
(i) scheduled overrun volumes, if any, and (ii) up to the MDQ of the TF services, if any;
 - (3) volumes delivered under Rate Schedule(s) GS-T in the following order: (i) scheduled overrun volumes, if any, and (ii) up to the MDQ of the GS-T service, if any; and/or
 - (4) volumes, including overrun volumes, scheduled for delivery under Rate Schedule TI, if any.
- D. In the event there is more than one service agreement under any rate schedule, for purposes of billing in (A), (B), and (C) above, the volumes shall be allocated pro-rata to each service agreement based on scheduled volumes, unless agreed to otherwise.
- E. End-user(s) on Downstream Systems. The Receiving Party may choose to provide the measured volumes for the parties receiving gas downstream of the Point(s) of Delivery. Under this option, the Receiving Party will furnish Northern with measurement data for the end user in a timely manner to be used for billing purposes. In such event the end user shall be responsible for its resulting daily delivery variance charges, imbalances, and all other applicable throughput charges resulting from its measured volumes. The Receiving Party must provide reasonable notice to the end user and Northern of such arrangement prior to effectuation of such procedure.

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- F. Third Party Storage Shipper(s). To the extent the volumes of natural gas to be transported for the Shipper have previously been transported under one of Northern's rate schedules to be delivered to a customer-owned or third-party leased storage facility, such volumes will be transported from the storage facility location to the Shipper's market area delivery point and will be charged the Field/Market TF, TFX or LFT reservation fee, if applicable, and the appropriate commodity rate as set forth in this Tariff.
- G. Other Flowing Gas Allocations. Unless otherwise specifically provided for within these General Terms and Conditions, and except at points that have an Operational Balancing Agreement (OBA) in effect, a monthly pre-determined allocation (PDA) methodology of ranked, pro rata, percentage, swing or operator provided value will be agreed upon at the point. The upstream and downstream operators will provide the PDA methodology to the allocating party and/or the party performing the measurement function after or during

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When the gas is claimed by a Shipper to whom such gas is to be delivered, the Unauthorized Gas shall become an imbalance on an existing TF, TFX, LFT or TI Service Agreement. Shipper shall be charged the Daily Delivery Variance Charge on all unauthorized quantities without application of the tolerance level and the out-of-balance transportation rate for redelivery.

To claim Unauthorized Gas, the owner must submit written notice to Northern with verification of ownership.

Northern will maintain a log for review by the public showing the imbalance volume, dollar value and Shipper. Such log will be copied and mailed to anyone willing to pay copying and postage fees.

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- G. Posting of Completed Release Transactions. Releases will remain posted for seven (7) days for informational purposes only, as follows:
- (i) All releases at or above maximum rate(s), Level I permanent releases and Level II and III prearranged releases: the name of the Releasing Shipper, name of the Acquiring Shipper, price, quantity and term.
 - (ii) All other releases: the name of the Releasing Shipper, name of the Acquiring Shipper, the term, price, quantity, primary receipt and delivery point(s), whether subject to recall, whether the Acquiring Shipper is an affiliate of Northern or the Releasing Shipper, if known, and Releasing Shipper's best offer standard, if any.
- H. Re-release. Re-releases will be allowed on the same terms and basis as the primary release (except as prohibited by the regulations).
- I. Liability of Releasing Shipper on a Temporary Release.
- For all temporary capacity releases, the Releasing Shipper will remain liable for the demand-related terms and conditions of the contract. Any other outstanding payments, imbalances or other liabilities accrued by the Acquiring Shipper will be the responsibility of the Acquiring shipper.
- J. Rates
- (i) Commodity Charge. Offers for released capacity must contain the maximum firm commodity charge, regardless of whether primary or alternate firm receipt and delivery points are utilized, unless Northern and the Acquiring Shipper agree to a discount.
 - (ii) Demand Credit. Unless Northern and the Releasing Shipper have agreed to a different credit, the Releasing Shipper will receive a demand charge credit equal to the amount of throughput reservation charges received from the Acquiring Shipper less any marketing fee if applicable. Such credit will be on the invoice for the month of the release.
 - (iii) Marketing Fee. A negotiated marketing fee will be applicable when the Releasing or Acquiring Shipper agrees in advance to engage Northern's services and pay the fee.
 - (iv) Maximum One-Part Rate. The maximum one-part rate that may be charged to an Acquiring Shipper cannot produce daily revenue that exceeds the revenue that would have been produced by use of Northern's maximum demand and commodity charges on a daily basis except for capacity release transactions of less than one year.
 - (v) Maximum Two-Part Rate. The maximum two-part rate that a Releasing Shipper may charge cannot exceed Northern's maximum demand and commodity charges except for capacity release transactions of less than one year.

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K. Billing.

For TF or TFX capacity, Northern shall directly bill the Acquiring Shipper the agreed to rate for the released capacity, as well as any applicable usage charges and penalties plus a marketing fee, if applicable. The Releasing Shipper will be billed at the contractual transportation rates, plus a marketing fee, if applicable. The Releasing Shipper will be credited in the same billing month with all demand-related revenues received from the Acquiring Shipper. Any amounts credited shall be limited to demand-related revenues received from the Acquiring Shipper.

L. Termination of Contract.

- (i) For Non-Payment. If the Acquiring Shipper does not make full payment of all amounts billed to it by Northern within ten (10) days of the date of invoice, Northern shall notify the Acquiring Shipper in writing, and copy the Releasing Shipper, advising that if default continues for a thirty (30) day period from such invoice date, the Service Agreement may be terminated; provided, however, Acquiring Shipper may avoid termination by providing Northern with good and sufficient indemnity bond. If Acquiring Shipper fails to remedy non-payment within such thirty (30) day period, the Service Agreement between Northern and the Acquiring Shipper may be terminated, and the Releasing Shipper shall immediately be able to again release such capacity.
- (ii) Due to Lack of Creditworthiness. Northern may elect to terminate an Acquiring Shipper's service agreement upon 30 days written notice of such termination to an Acquiring Shipper, under the following conditions:
 - a. The Releasing Shipper has failed to maintain creditworthiness and its contract has been terminated in accordance with Section 46 of the GENERAL TERMS AND CONDITIONS of this tariff; and
 - b. The Acquiring Shipper does not agree to pay the lower of (a) the Releasing Shipper's contract rate, or (b) the maximum tariff rate for the service for the remainder of the Acquiring Shipper's contract.
 - c. Northern shall notify the Releasing and Acquiring Shipper simultaneously upon determining that the Acquiring Shipper is not creditworthy.

M. Tiers.

Any capacity released temporarily must retain its tier identification (TF12 or TF5), if applicable. Realignment of TF5 and TF12 quantities are permitted for permanent releases, provided no violation of either the Releasing or Acquiring Shipper's limitation on TF5 capacity of thirty percent (30%) or the grandfathered percentage, whichever is greater, unless the system's TF5 capacity in the aggregate remains at thirty percent (30%).

- N. Buy-sell arrangements effective prior to the implementation of Order No. 636 and Northern's capacity release program are grandfathered and exempt from the bidding process. Grandfathered buy-sell arrangements were posted on the website for informational purposes.

48. Daily Delivery Variance Charges (DDVC)

A. General

Shippers are required to take actual daily volumes at their delivery point(s) as close to daily scheduled volumes as possible. In the event that actual daily volumes vary from daily scheduled volumes, Shippers are subject to Daily Delivery Variance Charges (DDVC), after a tolerance has been considered (except as provided below in System Overrun Limitation).

There are five (5) types of DDVC's: a Positive DDVC, a Positive/Critical Day DDVC, a Negative DDVC, a Punitive DDVC and a Punitive/Critical Day DDVC. The rate for each is set forth on Sheet No. 53.

Also, see Rate Schedule SMS of this tariff, "System Management Service".

B. Positive DDVC. In the absence of an SOL or Critical Day being called (as described below), the Positive DDVC shall apply under the following conditions:

For TF, TFX, and LFT

- 1) If daily volumes scheduled at the delivery point are less than the MDQ, the Positive DDVC applies to daily volumes in excess of all daily volumes scheduled at the point plus a tolerance of five percent (5%) of scheduled volumes at the point, up to a level equal to the MDQ plus five percent (5%) of the MDQ.
- 2) If daily volumes scheduled at the delivery point are equal to or greater than the MDQ, the Positive DDVC applies to the first five percent (5%) of the daily scheduled volumes in excess of all daily volumes scheduled at the point plus a tolerance of five percent (5%) of scheduled volumes at the point.
- 3) If the Shipper has subscribed to service under Rate Schedule SMS, the Positive DDVC, as determined in 1) and 2) above, will apply to volumes in excess of the scheduled volume plus the five percent (5%) tolerance plus the SMS Contract Quantity (SMSQ).
- 4) The tolerance level for Small Customers who have not bypassed Northern's system in 1) and 2) above shall be the greater of five percent (5%) of all scheduled volumes at the point or 650 MMBtu. The tolerance level for Bypassing Small Customers shall be equal to the Bypassing Small Customer's MDQ.

The Positive DDVC level for Small Customers who have not bypassed Northern's system is as follows: if daily volumes scheduled at the delivery point are less than the MDQ, the positive DDVC applies to daily volumes in excess of all daily volumes scheduled at the point plus a tolerance level of the greater of five percent (5%) of scheduled volumes at the point or 650 MMBtu, up to a level equal to the MDQ plus the greater of five percent (5%) of the MDQ or 650 MMBtu. If daily volumes scheduled at the delivery point are equal to or greater than the MDQ, the Positive DDVC applies to the greater of the first five percent (5%) of the daily scheduled volumes or 650 MMBtu in excess of all daily volumes scheduled at the point plus a tolerance of the greater of five percent (5%) or scheduled volumes or 650 MMBtu at the point.

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53A. PERIODIC RATE ADJUSTMENT (PRA) - FUEL

1. Purpose and Applicability: This Section 53 establishes a Fuel PRA mechanism for the purpose of deriving the Market Area and Field Area FUEL PERCENTAGES and the UNACCOUNTED-FOR (UAF) PERCENTAGE as set forth on Tariff Sheet No. 54 and Sheet Nos. 61-64, applicable to all Throughput Rate Schedules included in Northern's F.E.R.C. Gas Tariff, including TF, TFX, LFT, GS-T and TI. The Market Area fuel percentages will be determined seasonally. The Field Area fuel percentages will be determined annually.
2. Definitions.
 - (a) Fuel. Fuel consists of fuel burned and company used fuels: compressor, heater, dehydrate, actuators, un-metered, blow-down and purge.
 - (b) Throughput. Throughput is the actual volumes received, inclusive of fuel and unaccounted-for, from the respective receipt points on Northern's system.
 - (c) Winter Season. The consecutive months November through March.
 - (d) Summer Season. The consecutive months April through October.
 - (e) Annual. The consecutive months January through December.
3. The methodologies used to derive the Field Area "Field Fuel Percentage" (MIDs 1-16B), Field Area "M/L Fuel Percentage" (MIDs 1-7 and MIDs 8-16B), Market Area "M/L Fuel Percentage" (MID 17) and Unaccounted-For are as follows:

Field Area "Field Fuel Percentages" (MIDs 1-16B to MIDs 1-16B)

The Field Fuel Percentages are based upon the actual fuel consumed, as defined in Section 2.(a) above, at field compressor facilities on Northern's system. The actual fuel consumed at these designated field compressor facilities, as measured and defined in Northern's measurement reporting system, is (1) aggregated by each MID, (2) summed for the twelve-month period ending December 31, as adjusted for known and measurable changes, and (3) divided by the total throughput applicable to Field Fuel in each MID for the same annual period. Only those volumes which have been received upstream or at a field fuel facility are subject to a Field Fuel Percentage.

Field Area "M/L Percentages" (MIDs 1-7 and MIDs 8-16B)

Northern has established two Field Area M/L Fuel Recovery Sections. Fuel Section 1 consists of MIDs 1 through 7. Fuel Section 2 consists of MIDs 8 through 16B. In addition there is a third mainline fuel rate for the Market Area (MID 17) which is referred to as Market MID or Fuel Section 3 for purposes herein. To calculate the M/L Fuel Percentages, Northern determines a fuel retention percentage for each such Fuel Section and then combines the individual fuel retention percentages for such Fuel Section into fuel retention percentages for each MID to MID transaction, subject to the methodology described below.

- (a) The individual fuel retention percentage for each Fuel Section is derived as follows (i) the actual fuel consumed in such Fuel Section during the twelve-month period ending December 31 each year ("PRA Period") as adjusted for changes which are known and measurable with reasonable accuracy, is divided by (ii) the actual throughput for such Fuel Section during the same twelve-month period. Each adjustment to the actual data in any PRA filing must be separately identified and supported with detailed workpapers in such PRA filing.
- (b) The actual fuel consumed for each PRA Period for each Fuel Section is the fuel consumed in the facilities located in the geographic boundaries of such Fuel Section.

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53B. PERIODIC RATE ADJUSTMENT (PRA) - ELECTRIC COMPRESSION POWER COSTS

1. Purpose and Applicability: This Section 53B establishes an electric compression power costs PRA mechanism for the purpose of annually deriving the Market Area and Field Area electric compression commodity rates as set forth on Tariff Sheet No. 54, applicable to all Throughput Rate Schedules included in Northern's F.E.R.C. Gas Tariff, including TF, TFX, LFT, GS-T and TI, as may be revised from time to time.
2. Definitions.
 - (a) Electric Compression Power Costs. The costs of electric power used in the operation of any new electric horsepower compression installed after October 1, 1998.
 - (b) Throughput. Throughput is actual throughput in the Market Area or Field Area for the 12-month period ending December 31 each year.
3. The methodology used to derive the Market Area and Field Area electric compression commodity rates is as follows:

Field Area Electric Compression Commodity Rate

The Field Area electric compression rate will be based upon the actual Electric Compression Power Costs, as defined in 2.(a) above, for electric compressors installed in the Field Area. The actual Electric Compression Power Costs for these Field Area Compression facilities will be summed for the twelve-month period ending December 31, as adjusted for changes that are known and measurable with reasonable accuracy, and divided by the respective Field Area Throughput, as defined in 2.(b) above, to determine the applicable commodity rate to be set forth on Sheet No. 54. Each adjustment to actual data in any PRA filing must be separately identified and supported with detailed workpapers in such PRA filing.

Market Area Electric Compression Commodity Rate

The Market Area electric compression rate will be based upon the actual Electric Compression Power Costs, as defined in 2.(a) above, for compressors installed in the Market Area. The actual Electric Compression Power Costs for these Market Area Compression facilities will be summed for the twelve-month period ending December 31, as adjusted for changes that are known and measurable with reasonable accuracy, and divided by the respective Market Area Throughput, as defined in 2.(b) above, to determine the applicable commodity rate to be set forth on Sheet No. 54. Each adjustment to actual data in any PRA filing must be separately identified and supported with detailed workpapers in such PRA filing.

4. Effective Date. The Field Area and Market Area electric compression commodity rates will be applicable beginning June 1, 1999 and each annual period thereafter.
5. True-up Mechanism. Northern shall annually compare the amount of Electric Compression Power Costs collected via the Market Area and the Field Area commodity rates for the most recent twelve (12) months ended December 31 with the amount of actual Electric Compression Power Costs for the Market Area and the Field Area for the same period to determine the Market Area and the Field Area Adjustment Amounts. The Adjustment Amounts will be divided by the applicable Market Area and Field Area Throughput to determine the Market Area and Field Area Adjustment rates to be added to the Market Area and the Field Area electric compression commodity rates for the period beginning the subsequent April 1. Under-collection will result in a positive Adjustment Amount. Over-collection will result in a negative Adjustment Amount.

58. CROSS-REFERENCE FOR TARIFF-PERMITTED PROVISIONS IN SERVICE AGREEMENTS

See actual tariff sheet referenced for entire provision.

| Tariff Sheet No(s). | Rate Schedule/General Terms & Conditions | Provision |
|--------------------------|--|--|
| 101, 116 | TF, TFX | Subject to the terms of this paragraph, a Shipper may select the full requirements option... |
| 104, 119, 125C, 127, 142 | TF, TFX, LFT, GS-T, EDD | Northern and Shipper may agree, on a not unduly discriminatory basis, to contract extensions, including evergreens, rollovers and other extensions. |
| 104, 119, 142 | TF, TFX, FDD | Northern and Shipper may agree to include ROFR rights... |
| 105, 119, 142 | TF, TFX, FDD | Northern and Shipper may agree to reduction rights... |
| 110, 125, 125F 133 | TF, TFX, LFT, TI | Upon billing by Northern and in a manner mutually agreed to, Shipper shall bear all fees imposed by governmental or regulatory... |
| 115 | TF | ...daily deliveries to the TBS or delivery points shall be allocated among the TF agreements on a pro rata basis...unless Northern and Shipper agree in writing to a different allocation... |
| 125A | LFT | Unless otherwise mutually agreed, Northern will notify shippers 26 hours prior to a Limited Day... |
| 135 | FDD | Unless otherwise mutually agreed, Shipper shall not be allowed to change between options within a cycle year, and Shipper must maintain the same max FDD Account Balance and the same Max Daily Withdrawal Storage Quantity. |
| 138 | FDD | If operationally feasible, Northern may agree to retain any quantities remaining in the FDD account after the withdrawal period for a subsequent period. |
| 141, 142B, 147 | FDD/PDD/IDD | When the Ogden storage point is used, the shipper must use the same type of service to transport to and from the storage point, unless agreed to otherwise by Northern... |

See actual tariff sheet referenced for entire provision.

| <u>Tariff Sheet No(s).</u> | <u>Rate Schedule/General Terms & Conditions</u> | <u>Provision</u> |
|--------------------------------|---|--|
| 151 | SF | Purchaser may elect to use Northern as agent..to perform functions mutually agreed to. |
| 212 | GTC | Upon request, Northern will offer to negotiate with a Delivery Point Operator, on a not unduly discriminatory basis, how Northern will manage the quality of gas delivered to the Delivery Point Operator... |
| 226 | GTC | Unless Northern and Shipper mutually agree to limit hourly takes to less than 6.3% for incremental entitlement, ... |
| 264 | GTC | Contract flow orders... |
| 275 | GTC | Unless otherwise mutually agreed to, delivery of natural gas...shall be at such varying pressures as may exist... |
| 288 | GTC | Demand Credit. Unless Northern and the Releasing Shipper have agreed to a different credit... |
| 297 | GTC | A Shipper may agree to waive its ROFR at any time... |
| 297 | GTC | The ROFR will not be applicable... |

Firm Throughput Service Agreement
Rate Schedule [insert proper rate schedule]
(TF, TFX, LFT, & GS-T Rate Schedules)
[Attach applicable Appendices]

Shipper's Name and Address for Notices and Invoices: _____ Date: _____

Attn: _____

Address for Invoice (If different from above)

Attn: _____

Contract No: _____

Term: From _____ to _____

Rates shall be Northern's maximum rates and charges plus all applicable surcharges in effect from time to time under the applicable Rate Schedule on file with the Commission unless otherwise agreed to by the parties in writing.

This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily quantities and primary receipt and delivery points are set forth on Appendix A, and if necessary, Appendix B.

If made available by Shipper, Northern agrees to receive and deliver thermally equivalent volumes of natural gas as set forth in this Agreement.

Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

This Agreement [as amended] constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

For Subpart B contracts: [The transportation service described herein is provided on behalf of [Eligible-on behalf of Party]].

For Subpart B and G contracts: [For purposes of delivery hereunder to delivery point(s) constructed pursuant to Section 311 of the Natural Gas Policy Act, or to delivery points delivering to intrastate pipelines, and to the extent that the Shipper has provided the pipeline with an on-behalf-of certification, the transportation hereunder shall be provided pursuant to Subpart B. All other transportation hereunder shall be pursuant to Subpart G.]

Firm Throughput Service Agreement
Rate Schedule [insert proper rate schedule]
(TF, TFX, LFT, & GS-T Rate Schedules)
[Attach applicable Appendices]

Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Agreement and to Northern when sent to the following:

All Notices/Accounting Matters:
Northern Natural Gas Company
Address: _____
Attn: _____
Fax No.: _____

Payments to Designated Depository:
Northern Natural Gas Company
Account No. _____
ABA No. _____
Bank: _____

This Agreement shall incorporate and in all respects shall be subject to the "GENERAL TERMS AND CONDITIONS" and the applicable Rate Schedule(s) set forth in Northern's FERC Gas Tariff, as may be revised from time to time. Northern may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Northern's FERC Gas Tariff, and Northern shall have the right to place such changes in effect in accordance with the NGA, and this Throughput Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

FOR TFX OR LFT CONTRACTS WITH A TERM OF ONE MONTH OR LESS: If Northern and Shipper have agreed in writing in advance, this Service Agreement shall be deemed to be executed and shall be binding for all purposes if (1) Shipper nominates under this Service Agreement; or (2) Shipper has not notified Northern in writing that it declines this Service Agreement within two (2) business days of the date of the Service Agreement.

Northern Natural Gas Company

Shipper

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX B

Page _____ of _____
 CR# _____
 RQST# _____
 AMD# _____ [if applicable]

THROUGHPUT SERVICE AGREEMENT UNDER THE
 [insert proper rate schedule] RATE SCHEDULE
 (TF, TFX, LFT, & GS-T Rate Schedules)

Operational Zone Delivery Point(s) - Town Border Station Listings

SHIPPER: _____

DATED: _____

I. COMMUNITY DESCRIPTION:

| POI# | COMMUNITIES SERVED | MAXIMUM VOLUMES | | |
|-------|--------------------|-----------------|-------|-------|
| | | Jan | Feb | Dec |
| _____ | _____ | _____ | _____ | |
| _____ | _____ | _____ | _____ | |
| _____ | _____ | _____ | _____ | |
| | Total | _____ | _____ | |

[WHERE APPLICABLE]

NORTHERN NATURAL GAS COMPANY
Amendment to [insert proper rate schedule] Service Agreement
(TF, TFX, LFT, GS-T, TI, SMS, MPS, & FDD Rate Schedules)

Shipper Name: _____ Date: _____

Contract No.: _____ (Agreement)

[If applicable] Amendment No.: _____

[When applicable - Related Segmented Firm Throughput Service Agreement Contract Nos.: _____
(Insert Applicable Contract No. References) _____]

[If applicable] Amendment to contract with effective date:
Between NORTHERN NATURAL GAS COMPANY
and SHIPPER NAME

The above-referenced Agreement is amended [if applicable, for the period [insert amendment start date] through [insert amendment end date] as follows:

or

[If applicable; for background purposes - not to include binding consideration] Whereas clauses as necessary. [If Whereas Clause] NOW THEREFORE, the Agreement is amended [[if applicable] for the period [insert amendment start date] through [insert amendment end date]] as follows:

[If applicable] This Agreement supersedes [insert amendment(s) or agreement(s) or that all amendments or agreements are being superseded].

Applicable paragraphs not necessarily in this order.

1. [rate provisions]
2. [If applicable - Information related to changes in volumes, term, and receipt and/or delivery points.]
3. [If applicable] In addition to the above rates, Shipper shall pay [include applicable surcharges or all FERC approved] surcharges applicable to service hereunder as of the effective date of this amendment [and any other surcharge(s) which are made effective after the effective date of this amendment and applicable to the service provided hereunder].
4. [If applicable] In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Northern's FERC Gas Tariff, as amended from time to time. In the event the rates agreed to pursuant hereto are or become greater than the maximum or less than the minimum under Northern's FERC Gas Tariff, as revised from time to time, then Shipper agrees that Northern will immediately decrease the rate(s) herein down to the maximum or increase the rate(s) herein up to the minimum. In such event, other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, provided that the resulting rate component shall not exceed the maximum rate or be below the minimum rate applicable to the rate component.
5. Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and pursuant to Section 58 of the GENERAL TERMS AND CONDITIONS of Northern's FERC Gas Tariff:

6. The parties agree that a facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Northern. Upon Northern's acceptance and execution, an executed copy will be returned via FAX to the number appearing on the faxed offer or such other number as directed or otherwise electronically transmitted.

[WHERE APPLICABLE]

NORTHERN NATURAL GAS COMPANY
Amendment to [insert proper rate schedule] Service Agreement
(TF, TFX, LFT, GS-T, TI, MPS, SMS, & FDD Rate Schedules)

7. This Agreement, [as amended], constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Northern's tariff will be deemed to be a part of this Agreement nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

[If applicable] TF12 Base/Variable Restatement

1. Pursuant to Northern's FERC Gas Tariff, Fifth Revised Volume No. 1, Rate Schedule TF, Section 8, Sheet Nos. 114 and 115, Shipper's MDQ for TF12 Base entitlement and TF12 Variable entitlement have been adjusted in accordance with the Revised Appendix "A" attached hereto.
2. Shipper represents that the volumes that were delivered to Shipper's FDD or IDD Service during the summer period are or will be ultimately delivered to the same Shipper's Town Border Stations or delivery points during the following winter heating season.

[If applicable] In the event a Shipper requests to segment its contract

As a result of Shipper's request for segmentation, the above referenced Agreement is amended as follows:

1. Effective from _____ to _____, the MDQ of the Agreement is reduced from _____ to _____.

FOR TFX OR LFT CONTRACTS WITH A TERM OF ONE MONTH OR LESS: If Northern and Shipper have agreed in writing in advance, this Service Agreement shall be deemed to be executed and shall be binding for all purposes if (1) Shipper nominates under this Service Agreement; or (2) Shipper has not notified Northern in writing that it declines this Service Agreement within two (2) business days of the date of the Service Agreement.

The effective date of this Amendment is:

Except as amended herein, all provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

NORTHERN NATURAL GAS COMPANY
By:
Title: Vice President of Marketing
Date:

SHIPPER NAME
By:
Title:
Date:

Sheet No. 405 is Reserved for Future Use

SYSTEM MANAGEMENT SERVICE AGREEMENT
Rate Schedule SMS
Page 3 of 5

TERMS AND CONDITIONS

SECTION 1. MAXIMUM DAILY QUANTITY

The Daily SMS Contract Quantity (SMSQ) shall be the maximum positive or negative variance that Shipper may vary between daily scheduled and actual quantities of natural gas delivered to the delivery points under the Corresponding Throughput Service Agreement without being subject to Delivery Point Variance Charges. The SMSQ for each delivery point is set forth on Appendix A.

SECTION 2. TERMINATION

Termination of this Agreement shall not relieve Shipper of the obligation to pay money due hereunder to Northern.

SECTION 3. GENERAL

- 3.1 This Agreement in all respects shall be subject to the applicable provisions of Rate Schedule TF, TFX, LFT, and GS-T and the "GENERAL TERMS AND CONDITIONS" contained in Northern's FERC Gas Tariff, as may be revised from time to time.

Sheet No. 459 is Reserved for Future Use

Sheet No. 459A is Reserved for Future Use

Sheet No. 460 is Reserved for Future Use

T A B L E O F C O N T E N T S

| FIFTH REVISED VOLUME NO. 1 ----- | SHEET NOS. ----- |
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| Currently Effective Rates | |
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| SMS System Management Service | 148 |
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| MPS MID Pooling Service | 153 |
| IMA Imbalance Master Agreement | 156 |
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| Service under LFT Rate Schedule | 400 |
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Redlined Tariff Sheets Removed due to
size of Filing

WGQ PIPELINE GROUP
USE CASES

Scenario 5
Cancelled Sheets



Northern Natural Gas Company
P.O. Box 3330
Omaha, NE 68103-0330
402 398-7200

August 31, 2007

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

RE: Northern Natural Gas Company
Docket No. RP07-____ - _____
Miscellaneous Tariff Revisions #2

Dear Ms. Bose:

Northern Natural Gas Company (Northern) hereby submits for filing as part of its F.E.R.C. Gas Tariff, Fifth Revised Volume No. 1 (Tariff), an original and five (5) copies of the following tariff sheets to be effective on October 1, 2007:

FIFTH REVISED VOLUME NO. 1

| | |
|------------------------------|---|
| Ninth Revised Sheet No. 3 | Sixth Revised Sheet No. 219 |
| First Revised Sheet No. 8 | Tenth Revised Sheet No. 220 |
| First Revised Sheet No. 20 | Tenth Revised Sheet No. 258 |
| Sixth Revised Sheet No. 103 | Eighth Revised Sheet No. 260 |
| Fifth Revised Sheet No. 114 | 2 Revised Second Revised Sheet No. 260A |
| Third Revised Sheet No. 118 | Ninth Revised Sheet No. 300 |
| Third Revised Sheet No. 120 | Fourth Revised Sheet No. 300A |
| Third Revised Sheet No. 126 | Sixth Revised Sheet No. 301A |
| Eighth Revised Sheet No. 136 | |

Reason for Filing

Northern has continued to conduct a detailed review of its historical and currently effective Tariff. This filing of miscellaneous tariff revisions is the second tariff filing being made as a result of that detailed review.¹ The tariff revisions herein include:

¹ The first filing was accepted by the Commission. See Northern Natural Gas Company, Letter Order dated July 6, 2007 in Docket No. RP07-483-000.

updating provisions that inadvertently were not corrected in conjunction with other tariff changes; updating or eliminating outdated and/or obsolete provisions; and clarifying provisions as necessary.

The specific tariff sheets and explanation of the proposed changes are as follows:

- Sheet No. 3 contains an outdated table of contents remaining from Original Volume No. 2. Northern proposes to remove this table of contents because the individual transportation contracts included within Original Volume No. 2 have been abandoned. The remaining table of contents is therefore not applicable.

No information will remain on Sheet No. 3 after deleting the table of contents and, therefore, Northern proposes to reserve the sheet for future use. Further, Sheet No. 3 will incorporate Sheet No. 4 and will reserve Sheet Nos. 3-5. Sheet No. 4 will be rendered moot.

- Sheet No. 11 contains an outdated table of contents remaining from Original Volume No. 4. Northern proposes to remove this table of contents because the Rate Schedules and individual agreements included within Original Volume No. 4 have been abandoned. The remaining table of contents is therefore not applicable.

No information will remain on Sheet No. 11 after deleting the table of contents and, therefore, Northern proposes to reserve the sheet for future use. In doing so, Northern proposes that Sheet No. 8 will reserve Sheet Nos. 8-11 for future use, and Sheet No. 11 will be rendered moot.

- Sheet No. 20 provides the Preliminary Statement of Northern Natural Gas Company. This Statement has been updated to remove the states of Colorado, Missouri, Wyoming, and Montana, as Northern no longer conducts business in those states. Additionally, Northern proposes to remove outdated language which refers to the purchase and sale of natural gas.
- Sheet No. 103 of the TF Rate Schedule provides that the demand rate for an alternate firm delivery point will be the higher of the maximum rate for the alternate point or the maximum rate for the primary point. This language is unnecessary since the preceding sentence states that any discount granted at the primary point will not be automatically granted at the alternate point. Therefore, Northern proposes to delete the language related to maximum rate. Northern also proposes to move the remaining verbatim language regarding flexibility of deliveries between the Market Area and Field Area and adding such language to paragraph b. (1) on Sheet No. 103.
- Sheet No. 114 of the TF Rate Schedule contains an outdated provision pertaining to the contract term of TF Service Agreements related to the implementation of Northern's Order No. 636 restructuring (Order 636). The provision states that in the New Services Settlement, the TF Service Agreements, which commenced

November 1, 1992, would be for at least a 4 year term provided Order 636 was implemented on November 1, 1993. Order 636 was implemented and the contract terms have reached their required terms. Therefore, Northern proposes to remove this provision.

Also on Sheet No. 114 is a provision which provides Shippers' certain rights described in the New Services Settlement related to Tier Relationship Factors.² As described in Section IV of the New Services Settlement, the rights related to the Tier Relationship Factors are no longer applicable after the expiration of the minimum initial term of the TF and SF Service Agreements (5 years). Because the timeframe has been surpassed, Northern proposes to remove this outdated provision from the Tariff.

- Sheet No. 118 of the TFX Rate Schedule provides that the demand rate for an alternate firm delivery point will be the higher of the maximum rate for the alternate point or the maximum rate for the primary point. This is the same language that Northern proposed to remove from Sheet No. 103 of the TF Rate Schedule. Northern proposes the same change, as well as to move language related to delivery point flexibility to paragraph b. (1) on Sheet No. 118.
- Paragraph 3 of Sheet No. 120 of the TFX Rate Schedule contains a provision related to the Right of First Refusal as it pertains to "stub agreements" that were entered into during Order 636. This provision is outdated and Northern no longer has any active stub agreements. Therefore, Northern proposes to remove this paragraph from the Tariff.
- Sheet No. 126 of the GS-T Rate Schedule provides that the initial primary term of a GS-T agreement will extend from the date of execution of the agreement through October 31, 1997. This provision is outdated and, therefore, Northern proposes to remove it from the Tariff.

Additionally, Northern proposes to add the word "Agreement" to paragraph 1 of Sheet No. 126 for clarification purposes. Northern also proposes to change the title of paragraph 3 from "Term of GS Agreement" to "Term of GS-T Agreement." Northern also proposes to delete the first sentence in the Term of GS-T Agreement paragraph regarding the execution of the Agreement prior to the commencement of service as this language is redundant with paragraph 1) a. of the Rate Schedule.

- Northern proposes to modify Paragraph E on Sheet No. 136 of the FDD Rate Schedule related to storage withdrawals to make the language consistent with Paragraph D on Sheet No. 135D of the FDD Rate Schedule related to storage injections. The proposed change is for the purpose of consistency and has no impact on the provision itself.

² Northern Natural Gas Company, 59 FERC ¶ 61,379 (1992).

Also on Sheet No. 136 Northern proposes to clarify paragraph F regarding account balance transfers. Northern does not allow for an FDD account balance transfer to create a negative storage balance and, therefore, proposes to clarify such provision.

- Section 17 of Northern's General Terms and Conditions (Sheet No. 219) provides the standards of conduct for Northern's Merchant Function under its Pipeline Sales Division. Northern proposes to remove references to an active Merchant Function since Northern does not currently have a Merchant Function.

Northern proposes to move verbatim items on Sheet No. 220 to Sheet No. 219 and to reserve Sheet No. 220 for future use.

- Section 28 of the General Terms and Conditions provides the rules and regulations related to the nomination process. Sheet No. 258 contains a paragraph that describes the auto-balancing option that is available to Shippers with an active FDD, PDD or IDD Service Agreement. However, allowing auto-balancing on a PDD Agreement is not within the parameters of PDD Agreements. Further, Northern has not had any requests for auto-balancing using PDD service. Therefore, Northern proposes to clarify that the auto-balancing option is available for Shippers with an FDD or IDD Service Agreement but not PDD.
- The Pooling provisions of Section 28 provide that Northern and the Shipper shall establish a procedure to electronically exchange information regarding receipt and delivery quantities to achieve a daily operational gas balance. The first paragraph of Sheet No. 260 states that the Operator of the receipt and delivery points may confirm the quantities of gas being nominated by the Shipper at 2:00 p.m. CCT. This provision is no longer applicable and is not mandated by NAESB standards. Therefore, Northern proposes to remove the provision from the Tariff.
- Sheet No. 260A contains various punctuation errors that Northern proposes to correct.
- Sheet No. 300A, paragraph (c) (ii) contains certain points that are exempt from Section 2 Mainline fuel charges. Northern maintains a current list of those points on Sheet No. 54A and the list on Sheet 300A is outdated and duplicative. Because Northern maintains the list of exempt points on Sheet 54A, Northern proposes to remove the listing of the points from Sheet No. 300A.
- Section 53A of the General Terms and Conditions provides for Northern's Periodic Rate Adjustment (PRA) mechanism for tracking fuel and unaccounted for. Paragraph 2 (a) of Sheet No. 300 defines fuel as "fuel burned and company used fuels: compressor, heater, dehydrate, actuators, un-metered, blow-down and purge." This definition covers the fact that fuel use may be at compressor stations, or on pipeline facilities such as use in town border station heaters or pipeline blow-downs or purges. However, later on Sheet Nos. 300 and 301A, there is the inference that the Field Fuel or Market Area Fuel only covers compressor fuel. Therefore, the term

“compressor” is being removed to provide consistency between the definition of fuel and the later references to fuel.

Waivers

Northern respectfully requests that the Commission grant any and all waivers of its Regulations that it deems necessary to allow the Tariff sheets to become effective October 1, 2007.

Motion

In accordance with Sections 154.7(a)(9) and 154.206(c) of the Commission’s Regulations, Northern hereby moves to place the Tariff sheets referenced herein in effect as of the end of any suspension period ordered by the Commission.

Posting

In accordance with Section 154.208 of the Commission’s Regulations, copies of this filing have been mailed to all of Northern’s customers and interested State Commissions. A copy of this filing is also available for public inspection in Northern’s offices in Omaha, Nebraska during regular business hours.

Marked Version

In accordance with Section 154.201 of the Commission’s Regulations, Northern has submitted a marked version of the proposed Tariff changes highlighting new additions and showing deletions by strikeout.

Notice

In accordance with Section 154.209 of the Commission’s Regulations, Northern hereby encloses a Notice of Proposed Changes in its FERC Gas Tariff suitable for publication in the Federal Register.

Data Processing Requirements

Northern has submitted a diskette reflecting the information contained in the above-referenced Tariff sheets and a separate diskette reflecting the attached Notice in compliance with F.E.R.C. Order Nos. 493 and 533.

Ms. Kimberly D. Bose, Secretary
August 31, 2007
Page 6 of 6

Communication

It is respectfully requested that all Commission orders and correspondence, as well as pleadings and correspondence from other persons concerning this filing, be served upon each of the following:

Mary Kay Miller
Vice President, Regulatory and Government Affairs
Northern Natural Gas Company
1111 South 103rd Street
Omaha, NE 68124-1000
(402) 398-7060
e-mail: mary.kay.miller@nngco.com

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Washington, D.C. 20006-3520
(202) 289-7200
e-mail: fkelly@gbmdc.com
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Respectfully submitted,



Mary Kay Miller
Vice President, Regulatory and Government Affairs

Attachments

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Northern Natural Gas Company

Docket No. RP07-__ -__

Notice of Proposed Changes in FERC Gas Tariff

Take notice that Northern Natural Gas Company (Northern), on August 31, 2007, tendered for filing in its FERC Gas Tariff, Fifth Revised Volume No. 1 the following tariff sheets:

FIFTH REVISED VOLUME NO. 1

| | |
|------------------------------|---|
| Ninth Revised Sheet No. 3 | Sixth Revised Sheet No. 219 |
| First Revised Sheet No. 8 | Tenth Revised Sheet No. 220 |
| First Revised Sheet No. 20 | Tenth Revised Sheet No. 258 |
| Sixth Revised Sheet No. 103 | Eighth Revised Sheet No. 260 |
| Fifth Revised Sheet No. 114 | 2 Revised Second Revised Sheet No. 260A |
| Third Revised Sheet No. 118 | Ninth Revised Sheet No. 300 |
| Third Revised Sheet No. 120 | Fourth Revised Sheet No. 300A |
| Third Revised Sheet No. 126 | Sixth Revised Sheet No. 301A |
| Eighth Revised Sheet No. 136 | |

Northern is filing the above referenced tariff sheets to modify, clarify, or delete miscellaneous or outdated provisions.

Northern further states that copies of the filing have been mailed to each of its customers and interested State Commissions.

Any person desiring to intervene or to protest this filing must file in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 CFR 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate. Such notices, motions, or protests must be filed in accordance with the provisions of Section 154.210 of the Commission's regulations (18 CFR 154.210). Anyone filing an intervention or protest must serve a copy of that document on the Applicant. Anyone filing an intervention or protest on or before the intervention or protest date need not serve motions to intervene or protests on persons other than the Applicant.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the "eFiling" link at <http://www.ferc.gov>. Persons unable to file electronically should submit an original and 14 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426.

This filing is accessible on-line at <http://www.ferc.gov>, using the “eLibrary” link and is available for review in the Commission’s Public Reference Room in Washington, D.C. There is an “eSubscription” link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Ms. Kimberly D. Bose
Secretary

Sheet Nos. 3 through 5 are Reserved for Future Use

Sheet Nos. 8 through 11 are Reserved for Future Use

PRELIMINARY STATEMENT

Northern Natural Gas Company is a corporation organized under the laws of the State of Delaware. Northern is authorized to do, and is doing, business in the states of Delaware, Texas, New Mexico, Oklahoma, Kansas, Nebraska, Iowa, Illinois, Minnesota, Michigan, Wisconsin, North Dakota, South Dakota, and Louisiana.

Northern, a "natural gas company" within the meaning of the Natural Gas Act, is engaged in the transportation of natural gas in interstate commerce.

RATE SCHEDULE TF
Firm Throughput Services

- (3) Deletion of Original Primary Delivery Points. If an original primary delivery point is deleted through an amendment, the capacity at that original primary point will not be held for that Shipper.
- b) Alternate Firm Delivery Points.
- (1) Flexibility. All delivery points on the system will be available for use as alternate firm delivery points (including zone deliveries to a specific customer) within the area provided by the contract and subject to operational conditions. A Shipper may not have delivery point flexibility between the Market Area and the Field Area (or vice versa) unless the Shipper has a combined Field Area/Market Area contract.
- (2) Discounts. Any discount granted (demand or commodity) at the primary delivery point will not be automatically granted at the alternate delivery point.

Northern shall have the right to interrupt or curtail service under this Rate Schedule TF as a result of a force majeure event as defined in Section 10, "Force Majeure" of the "GENERAL TERMS AND CONDITIONS" of this Tariff, or in accordance with Section 19, "Limitation of Northern's Obligation to Provide Firm Services" of the "GENERAL TERMS AND CONDITIONS" of the Tariff. Curtailment shall be in accordance with Section 29, "Allocation of Capacity" of the "GENERAL TERMS AND CONDITIONS."

3. THROUGHPUT SERVICES OFFERED.

The Throughput Service(s) available under Rate Schedule TF are as follows:

TF12 Base is a Firm Throughput Service available for twelve (12) consecutive months. The TF12 Base MDQ is determined as provided in Section 8 of this Rate Schedule TF.

TF12 Variable is a Firm Throughput Service available for twelve (12) consecutive months. The TF12 Variable MDQ is determined as provided in Section 8 of this Rate Schedule TF.

TF5 is a Firm Throughput Service available during the consecutive months of November, December, January, February and March.

TFF is a Firm Throughput Service available for twelve (12) consecutive months for receipt in the Field Area and delivery to the F/M Demarcation Point.

Although a TF agreement may contain one or more of these services, each service (TF12 Base, TF12 Variable, TF5 and TFF) is distinct for purposes of rates.

4. OVERRUN

Overrun Volumes. Northern agrees to transport volumes in excess of the Total Aggregate MDQ contracted for ("Overrun Volumes") on an interruptible basis for Shipper in accordance with the terms and conditions of this Rate Schedule and the "GENERAL TERMS

RATE SCHEDULE TF
Firm Throughput Services

7. OFFERING OF TF SERVICE.

To initiate service under this Rate Schedule TF, a valid request must be submitted in accordance with Section 26, "Requests for Service" and Section 27, "Information Required for a Request for Service," of the "GENERAL TERMS AND CONDITIONS" of this Tariff.

For any Shipper that requests new incremental service under Rate Schedule TF, Shipper shall have the right to determine the initial MDQ for one or more of the new incremental Throughput Service(s), TF12 Base, TF12 Variable, TF5 or TFF provided, however, the MDQ for new TF5 shall not exceed thirty percent (30%) of the Total Aggregate MDQ; except where the total entitlement level for the Shipper pursuant to previously existing SS-1, WPS-1 and PS-1 Service Agreement(s) exceeded 30% of the total entitlement level of all firm services, such level will be available as TF5. (Hereinafter referred to as the grandfathered seasonal service percentage.) The Total Aggregate MDQ is exclusive of the TFF MDQ. The initial Market Area MDQs under the Throughput Service(s) shall remain in effect, until revised in accordance with the reallocation provisions set forth in Section 8, "Reallocation of TF Throughput Levels," of this Rate Schedule.

The MDQs for each Throughput Service(s), as such are reallocated from time to time, shall be set forth in the TF Agreement.

The minimum level of Total Aggregate MDQ applicable to a TF Agreement under this Rate Schedule shall be 50 MMBtu per day.

8. REALLOCATION OF TF THROUGHPUT LEVELS.

Northern will notify Shipper each year on or before November 1 of the maximum MDQ for TF12 Base, as determined in this Section 8, that will be effective on the subsequent anniversary date of Shipper's firm TF Throughput Service Agreement. The Total Aggregate MDQ under the TF Agreement will remain unchanged.

RATE SCHEDULE TFX
Firm Throughput Service

Delivery Points

a) Primary Firm Delivery Points.

- (1) Flexibility. Shippers may request to amend their agreements to add, change, or delete primary firm delivery points as limited by the firm throughput service agreement as discussed on Sheet No. 113. Approval of such request will be subject to capacity availability and operational considerations.

No geographical limitations will be placed on the availability of amended delivery points within the service area provided by the contract. However, a Shipper may not move a primary firm delivery point from the Field Area to the Market Area for the term of the TFX Agreement.

Other than the discount provision below, there will be no reservation fee impact if delivery points are moved solely within the Market Area or moved solely within the Field Area.

- (2) Discounts. Any discount granted (demand or commodity) at a primary delivery point will not be automatically granted at an amended or alternate delivery point.
- (3) Deletion of Original Primary Delivery Points. If an original primary delivery point is deleted through an amendment, the capacity at that original primary point will not be held for that Shipper.

b) Alternate Firm Delivery Points.

- (1) Flexibility. All delivery points on the system will be available for use as alternate firm delivery point (including zone deliveries to a specific customer) within the service area provided by the contract and subject to operational considerations. A Shipper may not have delivery point flexibility between the Market Area and the Field Area (or vice versa) unless the Shipper has combined Field Area/Market Area contract.
- (2) Discounts. Any discount granted (demand or commodity) at the primary delivery point will not be automatically granted at the alternate delivery point.

Northern shall have the right to interrupt or curtail service under this Rate Schedule TFX as a result of a force majeure event as defined in Section 10, "Force Majeure" of the "GENERAL TERMS AND CONDITIONS" of this Tariff, or in accordance with Section 19, "Limitation of Northern's Obligation to Provide Firm Services" of the "GENERAL TERMS AND CONDITIONS" of the Tariff. Curtailment shall be in accordance with Section 29, "Allocation of Capacity" of the "GENERAL TERMS AND CONDITIONS".

RATE SCHEDULE TFX
Firm Throughput Service

5. OVERRUN

Overrun Volumes. Northern agrees to transport volumes in excess of the MDQ contracted for ("Overrun Volumes") on an interruptible basis for Shipper in accordance with the terms and conditions of this Rate Schedule and the "GENERAL TERMS AND CONDITIONS" of this Tariff, provided that sufficient capacity exists to transport such Overrun Volumes.

Within total MDQ - While staying within its MDQ in the Area contracted for, should Shipper, or its Designee, desire to nominate volumes for transportation a) in excess of the MDQ specified at a point in the Firm Throughput Service Agreement (Primary Point) or b) at any other point on Northern's system, (Alternate Point) such excess volume shall be considered firm volumes for billing purposes and shall be transported if capacity is available and shall be scheduled pursuant to Section 29 of the General Terms and Conditions of this Tariff.

In Excess of total MDQ - Should Shipper, or its Designee, desire to nominate volumes for transportation in excess of its MDQ contracted for, such excess volumes will be interruptible volumes for nomination, scheduling and billing purposes and shall be scheduled for transportation if capacity is available pursuant to the terms and conditions of Rate Schedule TI and shall be scheduled pursuant to Section 29 of the General Terms and Conditions of this Tariff.

RATE SCHEDULE GS-T
Firm Throughput Service

1. AVAILABILITY

This Rate Schedule is available to the Market Area Small Customers with daily firm entitlement of 5,500 Mcf or less for the firm transportation of gas that received service pursuant to Northern's Rate Schedule GS on May 18, 1992 (Grandfathered, as shown on Sheet No. 510), whether such gas is purchased from a third party supplier or under Rate Schedule SF, pursuant to a firm GS-T Throughput Service Agreement by Northern under the following terms and conditions:

- a) Shipper has executed a Firm GS-T Throughput Service Agreement ("GS-T Agreement") in the form contained in Northern's FERC Gas Tariff;
- b) The throughput service shall be subject to all of the terms and conditions contained in this Rate Schedule and the "General Terms and Conditions" of this Tariff;
- c) Shippers under this GS-T Rate Schedule must utilize the GS-T firm entitlement at the designated TBS delivery point(s) as of May 18, 1992 or delivery points for that same community. The GS-T service must be fully utilized prior to any TI services for that GS-T Shipper or any party as agent for the GS-T Shipper. TF firm entitlement may be utilized prior to GS-T.
- d) Shipper who has a GS-T Agreement shall also be eligible to purchase SMS, Northern's no-notice throughput service.
- e) Shipper shall have the option to request firm throughput service (i) solely for the Market Area, (ii) solely for the Field Area, or (iii) a combined service for both the Market and the Field Area. The Shipper's ability to utilize primary and alternate flexible receipt and delivery points is determined by which option is chosen by the Shipper.

2. RATE

Separately stated GS-T Market Area and GS-T Field Area rates, as shown on Sheet No. 53 of this Tariff, shall apply in accordance with the GS-T Shipper's agreement(s) described in 1 above.

In addition, the GS-T Shipper shall pay the daily delivery variance charge, overrun charges, out-of-balance charges, penalties, surcharges, and any other applicable charges as set forth in this Tariff.

3. TERM OF GS-T AGREEMENT

GS-T Agreements entered into with GS customers shall retain any unilateral rollover right (grandfathered rollover right) contained therein or contained in a GS customer's existing TF agreements. However, should a Shipper request a rollover of an agreement which contains grandfathered rollover rights for less than the term of the original GS-T agreement, or a rollover at less than maximum rates, then the MDQ shall be subject to the Right of First Refusal process described in Section 52 of The GENERAL TERMS AND CONDITIONS of this Tariff. If a Shipper under an agreement containing a grandfathered rollover right requests a rollover of less than the MDQ, then only that portion of the agreement for which a rollover was requested will remain subject to the grandfathered rollover right. The remaining quantity shall be subject to the Right of First Refusal process.

RATE SCHEDULE FDD
Firm Deferred Delivery Service

E. Withdrawal Period

Shipper shall be entitled to nominate a quantity of natural gas for withdrawal up to its FDQ at an available designated storage point during the Withdrawal Period as specified in Shipper's FDD Service Agreement. Upon acceptance of such nomination by Northern, Northern shall make available at the storage point the quantity of natural gas scheduled for FDD service. Shipper's total withdrawals at any storage point may not exceed its total injections at such storage point. Shipper shall specify in its nomination under a Firm or Interruptible Throughput Service Agreement the storage point as the receipt point for such delivery. Deliveries to and receipts from Shipper's account under this Rate Schedule shall not be subject to interruption except as provided herein.

F. Account Balance Transfer

To the extent allowed by the parameters of Shipper's FDD account(s), Shipper may, upon advising Northern, transfer its Account Balances (1) among different Shippers' FDD accounts, and/or, (2) between its own FDD accounts with no additional injection or withdrawal fees, and no transportation fees provided that the Shipper's accounts are held at the same storage point. Transfer of Account Balances between storage points, either on one account or among multiple accounts, shall not be charged injection or withdrawal fees but will be charged the applicable transportation fees. However, account balance transfers between accounts are limited to account balances where the Shippers have selected the same service type as provided in Paragraph 2.B. of this Rate Schedule, i.e., Gas-in-Place, 4-Step or 3-Step. Further, the account balance transfer shall not be allowed to create a negative account balance for any party involved in the transaction.

G. FDD Consolidation Agreement

Shippers may agree to consolidate FDD Service Agreements into a single FDD Consolidation Agreement administered by an agent for purposes of nomination, scheduling, balancing and invoicing. The rights and obligations under the FDD Consolidation Agreement will be the same as the collective rights of the individual FDD Service Agreements. FDD consolidation will not affect Northern's ability to provide firm service to the consolidating Shippers or other firm Shippers.

Each consolidated FDD Service Agreement must have the same options pursuant to Section 2.B. of this Rate Schedule.

Shipper and Shipper's agent/operator shall have executed an FDD Consolidation Agreement with Northern in the form contained in this Tariff.

Shipper agrees that the agent/operator will nominate under the Consolidated Agreement and neither Shipper nor agent will nominate under Shipper's individual Service Agreement.

GENERAL TERMS AND CONDITIONS

Rate Schedule or Service Agreement on behalf of Shipper that fails to comply with the terms which materially affects the operation of Northern of the Rate Schedule or Service Agreement. Northern shall apply all Terms and Conditions of this Tariff in a not unduly discriminatory manner.

16. SUSPENSION OF SERVICE DUE TO DEFAULT

In the event that Shipper fails to comply with the terms contained in the applicable Rate Schedule and/or the terms of the Service Agreement, (other than billing disputes, which is addressed in Section 8 of the GENERAL TERMS AND CONDITIONS of this Tariff), in addition to any remedy it may have and upon receipt of any appropriate regulatory approval, if any, Northern may suspend service hereunder after implementing a thirty (30) day notification procedure to such Shipper. The notification procedure consists of a first notice that would inform the Shipper that it has twenty (20) days to correct the default, and a second notice to the Shipper that would inform the Shipper that service will be suspended in ten (10) days. Northern shall have the right to waive any provision of the applicable Rate Schedule or Service Agreement; provided, however, that no such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

17. STANDARDS OF CONDUCT

A. Merchant function operating employees will be considered an operational unit which is the functional equivalent of a marketing affiliate. This division would be a separate and distinct unit from other divisions and would operate independently.

B. Procedures Regarding Complaints.

- 1) All oral and written complaints regarding transactions with an energy affiliate should be directed to:

Northern Natural Gas Company
1111 South 103rd Street
Omaha, Nebraska 68124-1000
Attn: Chief Compliance Officer
Phone: (402) 398-7091

- 2) The recipient of the complaint will contact the appropriate person for further review/resolution. Northern will initially respond to the complainant within 48 hours of the complaint. Northern will respond in writing to the complainant within 30 days of the complaint. The response shall indicate the validity of the complaint and what corrective actions, if any, should be taken.

C. Procedures Regarding Compliance.

Northern's procedures implementing the Standards of Conduct are posted on its Internet website.

Sheet No. 220 is Reserved for Future Use

GENERAL TERMS AND CONDITIONS

All nominations for service, including firm overrun, will be required to be electronically nominated by path, i.e. specific receipt point to specific delivery point, provided that for nomination purposes, a Point of Delivery in the Market Area or Argus Zone in the Field Area may be a currently established Operational Zone, applicable to deliveries to the facilities of a single LDC. For Shipper(s) with combined service for both Market Area and Field Area, nominations from the Field Area to the Market Area (or vice versa) must include a nomination to and from the NNG Field/MKT Demarcation (POI 37654). Northern will accept facsimile nominations in the event of a failure of electronic nomination communication equipment. Overrun quantities shall be nominated as a separate transaction. All nominations must include shipper-defined begin dates and end dates. Additionally, the upstream and/or downstream contract information and rankings must be provided for a nomination to be valid.

The receiver of a nomination initiates the confirmation process. The party that would receive a Request for Confirmation or an unsolicited Confirmation Response may waive the obligation of the sender to send.

Northern may accept "standing nominations," excluding intra-day nominations, for the then existing term of the Service Agreement. The term "standing nominations" shall mean a nomination of a specific volume to remain in effect until the earlier of:

- i) the requested ending date of such nomination; or
- ii) a request by Shipper to change such nomination;

provided however, the term of the nomination is within the term of the Service Agreement.

Auto-balancing is where a Shipper may request Northern to automatically schedule volumes into or out of storage on behalf of the Shipper at such times when a Shipper is allocated at a supply/market point as long as the Shipper currently holds an FDD/IDD service agreement and as long as the scheduled volume is within the storage parameters. To the extent imbalances or receipt and delivery point variances occur, Shipper shall be responsible for any applicable charges. To request this service, Shipper shall submit an executed Storage Balancing Option form located on Northern's website.

With respect to the timely nomination/confirmation process at a receipt or delivery point, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the previously scheduled quantity should be the new confirmed quantity.

With respect to the processing of requests for increases during the intraday nominations/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity should be the new confirmed quantity.

With respect to the processing of requests for decreases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity should be the new confirmed quantity.

GENERAL TERMS AND CONDITIONS

Northern shall electronically initiate the confirmation process. At the end of each gas day, Northern should provide the final scheduled quantities for the just completed gas day. With respect to the implementation of this process via the 1.4.x scheduled quantity related standards, Northern should send an end of gas day Scheduled Quantity document. Receivers of the end of gas day Scheduled Quantity document can waive the sender's sending of the end of gas day Scheduled Quantity document.

The sending party shall adhere to nomination, confirmation, and scheduling deadlines. The receiving party has the right to waive the deadlines.

Shipper shall deliver, or cause to be delivered, to Northern at the Point(s) of receipt on a uniform daily and hourly basis that quantity of natural gas that has been scheduled for transportation.

INTRADAY NOMINATIONS

An intraday nomination is a nomination electronically submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas day and runs through the end of that gas day. The Evening, Intraday 1 and Intraday 2 Nomination Cycles constitute Northern's standard Intraday nomination opportunities. For services that provide for intraday nominations and scheduling, there is no limitation as to the number of intraday nominations which a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles. Intraday nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes in delivery points of scheduled gas. Intraday nominations may be used to nominate new market or supply. Intraday nominations do not roll over and are applicable to one (1) day only and must include an effective time. All nominations, including intraday nominations, will be based on a daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday nominations will include an effective date and time. The interconnected parties will agree on the hourly flows of the intraday nomination. Intraday nominations do not replace the remainder of standing nominations. There is no need to re-nominate if intraday nomination modifies existing nomination.

Firm intraday nominations are entitled to bump scheduled interruptible service only during the Evening and Intraday 1 Nomination cycles. Northern will provide notice of the applicability and types of penalties to be effective the following gas day for any bumped volumes on its website by 3:00 p.m. prior to the gas day. During non-critical periods, daily penalties will be waived for bumped volumes on the date of the bump. Northern will provide a separate notice of bumping in the same manner in which Northern provides notice of operational flow orders. Northern will provide notification of bumped volumes through the scheduled quantities statement. Northern will also electronically communicate notice directly to bumped Shipper's in accordance with the grid-wide timeline for scheduled quantities. Northern shall provide affected parties with notification of bumping through the Shipper's choice of Electronic Notice Delivery Mechanism. Unless the affected party and Northern have agreed to exclusive notification via EDI/EDM, the affected party should provide Northern with at least one Internet E-mail address to be used for Electronic Notice Delivery of notification of bumping. The obligation of Northern to provide notification is waived until the above requirement has been met. Northern will support the concurrent sending of electronic notification of bumping to two Internet E-mail addresses for each affected party. Affected parties will manage internal distribution of notices received by Electronic Notice Delivery. Penalties related to the bumped volume will be waived if notice has not been provided.

Intraday nominations from a Shipper's effective FDD, PDD or IDD accounts will be scheduled subject to the storage parameters and available throughput capacity. If feasible, nominations throughout the gas day will be recognized to the extent they can be scheduled and confirmed. For firm service any such intraday nomination may not result in Shipper exceeding its MDQ. Shipper may nominate volumes in excess of the MDQ, but such nomination would be subject to the terms and conditions of the TI Rate Schedule.

Northern shall have the right at any time to limit acceptance of an intraday nomination on a non-discriminatory basis if system integrity will be placed in jeopardy. Such limitations may include, but are not limited to, a requirement that a receipt and delivery point must be either both in the Field Area or both in the Market Area. Any such limitation shall be posted on Northern's Electronic Bulletin Board with its justification.

29. ALLOCATION OF CAPACITY

(a) Scheduling

Firm Throughput Services at Primary Points shall be scheduled first and shall be given the highest priority. Firm Throughput Service at Alternate Points shall be scheduled next, before interruptible volumes. Nominations received after the nomination deadline will be scheduled after the nominations received before the nomination deadline.

In the event capacity must be allocated on part or all of Northern's system, then on the respective part of Northern's system, Firm Throughput Services shall be given the highest priority for scheduling purposes. Therefore, Northern will schedule firm throughput customers' volumes in accordance with the provisions of Section 19, "Limitations on Northern's Obligation to Provide Firm Service" of the "GENERAL TERMS AND CONDITIONS."

Northern will use shipper-provided path priorities and rankings when making reductions during the scheduling process, when the path priorities and rankings do not conflict with other provisions within Northern's tariff.

In the event more than one firm Shipper nominates the same alternate delivery point, the point will be allocated for scheduling purposes among the firm Shippers nominating the alternate delivery point on a pro rata basis. Scheduling priority for firm service at an alternate delivery point will be before interruptible service but after firm service at a primary firm point. A Shipper using a primary point and nominating prior to the nomination deadline, will be scheduled prior to interruptible service. Shippers using alternate delivery points may bump TI Shippers at any time in accordance with Section 28, "Nominations" of the GENERAL TERMS AND CONDITIONS of this Tariff.

GENERAL TERMS AND CONDITIONS

53A. PERIODIC RATE ADJUSTMENT (PRA) - FUEL

1. Purpose and Applicability: This Section 53 establishes a Fuel PRA mechanism for the purpose of deriving the Market Area and Field Area FUEL PERCENTAGES and the UNACCOUNTED-FOR (UAF) PERCENTAGE as set forth on Tariff Sheet No. 54 and Sheet Nos. 61-64, applicable to all Throughput Rate Schedules included in Northern's F.E.R.C. Gas Tariff, including TF, TFX, LFT, GS-T and TI. The Market Area fuel percentages will be determined seasonally. The Field Area fuel percentages will be determined annually.
2. Definitions.
 - (a) Fuel. Fuel consists of fuel burned and company used fuels: compressor, heater, dehydrate, actuators, un-metered, blow-down and purge.
 - (b) Throughput. Throughput is the actual volumes received, inclusive of fuel and unaccounted-for, from the respective receipt points on Northern's system.
 - (c) Winter Season. The consecutive months November through March.
 - (d) Summer Season. The consecutive months April through October.
 - (e) Annual. The consecutive months January through December.
3. The methodologies used to derive the Field Area "Field Fuel Percentage" (MIDs 1-16B), Field Area "M/L Fuel Percentage" (MIDs 1-7 and MIDs 8-16B), Market Area "M/L Fuel Percentage" (MID 17) and Unaccounted-For are as follows:

Field Area "Field Fuel Percentages" (MIDs 1-16B to MIDs 1-16B)

The Field Fuel Percentages are based upon the actual fuel consumed, as defined in Section 2.(a) above, at field facilities on Northern's system. The actual fuel consumed at these designated field facilities, as measured and defined in Northern's measurement reporting system, is (1) aggregated by each MID, (2) summed for the twelve-month period ending December 31, as adjusted for known and measurable changes, and (3) divided by the total throughput applicable to Field Fuel in each MID for the same annual period. Only those volumes which have been received upstream or at a field fuel facility are subject to a Field Fuel Percentage.

Field Area "M/L Percentages" (MIDs 1-7 and MIDs 8-16B)

Northern has established two Field Area M/L Fuel Recovery Sections. Fuel Section 1 consists of MIDs 1 through 7. Fuel Section 2 consists of MIDs 8 through 16B. In addition there is a third mainline fuel rate for the Market Area (MID 17) which is referred to as Market MID or Fuel Section 3 for purposes herein. To calculate the M/L Fuel Percentages, Northern determines a fuel retention percentage for each such Fuel Section and then combines the individual fuel retention percentages for such Fuel Section into fuel retention percentages for each MID to MID transaction, subject to the methodology described below.

- (a) The individual fuel retention percentage for each Fuel Section is derived as follows (i) the actual fuel consumed in such Fuel Section during the twelve-month period ending December 31 each year ("PRA Period") as adjusted for changes which are known and measurable with reasonable accuracy, is divided by (ii) the actual throughput for such Fuel Section during the same twelve-month period. Each adjustment to the actual data in any PRA filing must be separately identified and supported with detailed workpapers in such PRA filing.
- (b) The actual fuel consumed for each PRA Period for each Fuel Section is the fuel consumed in the facilities located in the geographic boundaries of such Fuel Section.

GENERAL TERMS AND CONDITIONS

- (c) Subject to the other provisions as described in Paragraph (e) below, the actual throughput for each Fuel Section for each PRA Period is determined as follows:
- (i) The throughput for Fuel Section 1 is the sum of: (1) all transportation volumes received at any receipt point in Fuel Section 1 and delivered to any delivery point in Fuel Section 1 (Section 1 to Section 1); (2) all transportation volumes received at any receipt point in Fuel Section 1 and delivered to any delivery point in any other Fuel Section (Section 1 to Section 2 and Market MID); and (3) all transportation volumes received at any receipt point in any other Fuel Section and delivered to any delivery point in Fuel Section 1 (Section 2 and Market MID to Section 1).
 - (ii) The throughput for Fuel Section 2 is the sum of: (1) all transportation volumes received at any receipt point in Fuel Section 2 and delivered to any delivery point in Fuel Section 2 (less volumes received in MID 16A at POI 1707 and delivered at MID 16B) (Section 2 to Section 2); (2) all transportation volumes received at any receipt point in Fuel Section 2 (except receipts set forth in Paragraph B of Sheet No. 54A) and delivered at any delivery point in Fuel Section 1 (Section 2 less exceptions to Section 1); (3) all transportation volumes received at any receipt point in any other Fuel Section and delivered at any delivery point in Fuel Section 2 (Section 1 or Market MID to Section 2) (except receipts received at any receipt point in Fuel Section 1 and delivered to the points set forth in Paragraph C of Sheet No. 54A); and (4) all transportation volumes received at any receipt point in Fuel Sections 1 or 2 and delivered at any delivery point in Fuel Section 3 (less volumes received at MID 16B and delivered to MID 17) (Sections 1 or 2 to Market MID).
 - (iii) The throughput for Fuel Section 3 is the sum of: (1) all transportation volumes received at any receipt point in Fuel Section 3 and delivered at any delivery point in Fuel Section 3 (Market MID to Market MID) and (2) all transportation volumes received at receipt points in any other Fuel Section and delivered at any delivery point in Fuel Section 3 (Sections 1 or 2 to Market MID).
- (d) Subject to the Other Provisions as described in Paragraph (e) below, the individual fuel retention percentages as determined above for each Fuel Section shall be combined as follows to determine the fuel retention percentages for each MID to MID transaction:
- (i) The fuel retention percentage for each transaction from any receipt point in any MID in Fuel Section 1 or 3 to any delivery point in any MID in Fuel Sections 1 shall be the derived fuel retention percentage for Fuel Section 1. (Section 1 or 3 to Section 1).

GENERAL TERMS AND CONDITIONS

- (iv) Northern shall determine at the time of filing its PRAs, based on its system configuration and operational experience whether mainline compression was used in connection with transactions involving certain MIDS. At the time of filing, Northern will provide a full explanation of any changes in system configuration and operational experience related to the use of mainline compression, and parties will have the right to challenge any proposed changes in the PRA filing.

Market Area "M/L Fuel Percentage" (Mid 17)

The Market Area M/L fuel calculation is one Fuel Percentage applicable to all of Northern's Market Area receipts. All fuel consumed at facilities in the Market Area is aggregated for the applicable season, as adjusted for known and measurable changes, and divided by all throughput received into the Market Area over the same time period.

FDD Storage Fuel

The FDD Storage Fuel calculation is one Fuel Percentage applicable to FDD volumes injected during the Injection Period. The FDD Storage Fuel Percentage is calculated by dividing the applicable twelve-month actual storage fuel, as provided for in the PRA Settlement, by the projected FDD Storage injections during the Injection Period.

Unaccounted-For (UAF)

The Unaccounted-for percentage is calculated by dividing the twelve-month actual unaccounted-for gas for the respective twelve-month period ending December 31, by the throughput for the same twelve-month period. UAF is not collected for transportation from any receipt point in any MID to the delivery point at MID 16B.

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| E-1 Emergency Service Rate Schedule | 1c.1 |
| IS-1 Rate Schedule - Incentive Sales | 1c.5 |
| General Terms and Conditions | 1d |

Sheet Nos. 3 through 5 are Reserved for Future Use

Redlined Tariff Sheets Removed due to
size of Filing

FEDERAL ENERGY REGULATORY COMMISSION
Washington, D.C. 20426

OFFICE OF ENERGY MARKETS AND RELIABILITY

In Reply Refer To:
Letter Order Pursuant to
§ § 375.307(c)(1) and (c)(3)
Northern Natural Gas Company
Docket No. RP07-648-000

September 27, 2007

Northern Natural Gas Company
1111 South 103rd Street
Omaha, Nebraska 68124-1000

Attention: Mary Kay Miller, Vice President
Regulatory and Government Affairs

Reference: Miscellaneous Housekeeping Tariff Revisions

Ladies and Gentlemen:

On August 31, 2007, Northern Natural Gas Company (Northern) filed revised tariff sheets as a result of conducting a detailed review of its historical and currently effective tariff. The revisions include, but are not limited to, updating provisions that Northern inadvertently failed to correct in conjunction with previous tariff changes, updating or eliminating outdated and/or obsolete provisions, clarifying applicable provisions, and correcting some punctuation errors. Northern requests the Commission permit the subject tariff sheets to become effective October 1, 2007. We accept the revised tariff sheets listed in the Appendix to become effective October 1, 2007, as proposed. Further, as a result of Northern's filing, Sheet Nos. 4 and 11 of Fifth Revised Volume No. 1 are rendered moot, effective October 1, 2007.

In the instant filing, Northern proposes to remove outdated tables of contents contained on Sheet Nos. 3 and 11. Sheet No. 3 was submitted to reserve Sheet Nos. 3 through 5 for future use; as a result Sheet No. 4 is rendered moot. Sheet No. 8 was submitted to reserve Sheet Nos. 8 through 11 for future use; as a result Sheet No. 11 is rendered moot. Northern updates Sheet No. 20 to remove references to the states of Colorado, Missouri, Wyoming, and Montana where Northern no longer operates, and removes outdated language which refers to the purchase and sale of natural gas. Northern removes the unnecessary language or provision of services that it does not offer

anymore on Sheet Nos. 103, 118, and 219, and moves the remaining language on these sheets to paragraph b. (1) on each respective sheet. In addition, Northern moves verbatim, items on Sheet No. 220 to Sheet No. 219, and reserves Sheet No. 220 for future use. Northern removes outdated provisions from Sheet Nos. 114, 120, 126, and 260 that are related to expired or surpassed timeframes and/or not required by NAESB. In addition, Northern edits the language on Sheet No. 126 to correct certain typographical errors. Northern modifies Paragraph E on Sheet No. 136 of the FDD Rate Schedule to make the language consistent with Paragraph D on Sheet No. 135D of the FDD Rate Schedule. Also, Northern clarifies on Sheet No. 136 that it does not allow for an FDD account balance transfer to create a negative storage balance. On Sheet No. 258, Northern proposes to clarify that the auto-balancing option is available to Shippers with an FDD or IDD Service Agreement, but does not apply to Shippers with a PDD Service Agreement. Sheet No. 260A is submitted to correct various punctuation errors that were contained on that sheet. Northern proposes to remove outdated and duplicative list of points that are exempt from Section 2 Mainline fuel charges from Sheet No. 300A. Lastly, Northern removes the word “compressor” from the Sheet Nos. 300 and 301A to provide consistency between the definition of fuel and the later references to fuel.

Public notice of Northern’s filing issued September 4, 2007. Notices of intervention and unopposed timely filed motions to intervene are granted pursuant to the operation of Rule 214 of the Commission's Rules of Practice and Procedure (18 CFR § 385.214). Any opposed or untimely filed motion to intervene is governed by the provisions of Rule 214. No party filed a protest or adverse comment.

This acceptance for filing shall not be construed as constituting approval of any service, rate, charge, classification, or any rule, regulation, or practice affecting such rate or service provided for in the filed documents; nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against your company.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Sincerely,

Michael C. McLaughlin, Director
Division of Tariffs and Market
Development - Central

cc: Public File
All Parties

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APPENDIX

Northern Natural Gas Company
FERC Gas Tariff, Fifth Revised Volume No. 1

Tariff Sheets Accepted Effective October 1, 2007

Ninth Revised Sheet No. 3
First Revised Sheet No. 8
First Revised Sheet No. 20
Sixth Revised Sheet No. 103
Fifth Revised Sheet No. 114
Third Revised Sheet No. 118
Third Revised Sheet No. 120
Third Revised Sheet No. 126
Eighth Revised Sheet No. 136
Sixth Revised Sheet No. 219
Tenth Revised Sheet No. 220
Tenth Revised Sheet No. 258
Eighth Revised Sheet No. 260
2 Revised 2 Revised Sheet No. 260A
Ninth Revised Sheet No. 300
Fourth Revised Sheet No. 300A
Sixth Revised Sheet No. 301A

Tariff Sheets Rendered Moot October 1, 2007

Sheet No. 4
Sheet No. 11

WGQ PIPELINE GROUP
USE CASES

Scenario 6
Compliance Filing

ORIGINAL



Stingray Pipeline Company, L.L.C. 1100 Louisiana, Suite 3300 Houston, TX 77002

September 14, 2005
FILED
OFFICE OF THE
SECRETARY
FEDERAL ENERGY
REGULATORY COMMISSION
2005 SEP 14 A 11:45

Ms. Magalie R. Salas, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

RE: Stingray Pipeline Company, L.L.C.
Docket No. RP05-499-001
Order No. 587-S Compliance Filing

Dear Ms. Salas:

In compliance with The Letter Pursuant to §§ 375.307(f)(1) and (f)(3) pertaining to Order No. 587-S issued on August 30, 2005 ("August 30 Letter Order") and Part 154 of the Federal Energy Regulatory Commission's ("Commission") Regulations, Stingray Pipeline Company, L.L.C. ("Stingray") herewith tenders for filing an original and five (5) copies of the following revised tariff sheets to become part of its FERC Gas Tariff - Third Revised Volume No. 1 ("Tariff"):

- Sub First Revised Sheet No. 127
- Sub First Revised Sheet No. 142
- Sub Ninth Revised Sheet No. 199

Stingray proposes that the revised tariff sheets become effective September 1, 2005.

Nature, Basis and Reasons for the Proposed Tariff Changes

As directed by the Commission's Order No. 587-S¹, issued May 9, 2005, Stingray filed on July 1, 2005 revised tariff sheets to incorporate NAESB Version 1.7 standards into its Tariff. The August 30 Letter Order, among other things, accepted Stingray's tariff sheets subject to

¹ Standards for Business Practices of Interstate Natural Gas Pipelines, Order No. 587-S, FERC Stats. & Regs. ¶31,179 (2005).

correcting certain deficiencies. The noted deficiencies and Stingray's responses are described more fully below.

August 30 Letter Order found that Stingray had incorporated certain standards both verbatim and by reference, and directed Stingray to file revised tariff sheets which incorporate a standard either verbatim or by reference but not both.

- Stingray will remove reference to standard no. 0.3.9 from Sheet No. 199.
- Stingray will remove the text of standard no. 2.3.59 from the GT&C Section 8.4 on First Revised Sheet No. 127 and will adopt the standard by reference on Sheet No. 199.
- Stingray will remove reference to standard nos. 2.3.60 and 2.3.61 from Sheet No. 199 and will state the language verbatim in GT&C Sections 8.5 and 8.6, respectively, on Sheet No. 127.
- Stingray will remove reference to standard nos. 4.3.89 and 4.3.90 from Sheet No. 199.
- Stingray will remove reference to standard no. 5.3.60 from Sheet No. 199 and will leave the language in the text of the GT&C as accepted by Paragraph 4 of the August 30 Letter Order.
- Stingray will remove the text of standard no. 0.3.7 from GT&C Sheet No. 142 and will adopt the standard by reference on Sheet No. 199.

Material Enclosed

In accordance with 18 C.F.R. §154.7, included with this transmittal letter are the following items:

1. A paper copy of the revised tariff sheets;
2. An electronic version of the revised tariff sheets on the 3 ½ inch diskette with the file name "TF091405.asc"
3. A "redlined" version of the revised tariff sheets pursuant to 18 C.F.R. §154.201(a);
4. A form of notice suitable for publication in the Federal Register in accordance with 18 C.F.R. §154.209; and,
5. An electronic version of the Federal Register notice on the 3-½ inch diskette with the file name "SPCNOT.asc" in ASCII format in accordance with 18 C.F.R. §154.209.

Service and Correspondence

In accordance with Sections 154.2(d) and 154.208 of the Commission's Regulations, copies of this filing are being made available for public inspection during regular business hours at the offices of Stingray, at 1100 Louisiana, Suite 3300, Houston, Texas 77002 and are being mailed to each of Stingray's customers and applicable state regulatory commissions.

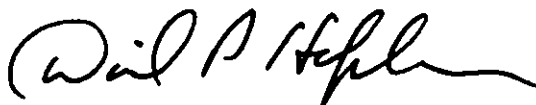
The names, titles and mailing addresses of persons to whom correspondence and communications concerning this filing should be directed are as follows:

David P. Halphen
Vice President – Regulatory Affairs
Stingray Pipeline Company, L.L.C.
1100 Louisiana, Suite 3300
Houston, Texas 77002
(832) 214-5726
david.halphen@enbridge.com

Cynthia A. Corcoran
Chief Compliance Officer & Senior Counsel
Enbridge Offshore Pipelines, L.L.C.
1100 Louisiana, Suite 3300
Houston, Texas 77002
(713) 821-2265
Cynthia.Corcoran@enbridge.com

Pursuant to §385.2011 of the Commission's Regulations, the undersigned states that the paper copies of this filing contain the same information as is contained on the electronic media, that the undersigned knows the contents of the paper copies and the electronic media, and that the contents as stated in the copies and the electronic media are true to the best knowledge and belief of the undersigned.

Respectfully submitted,



David P. Halphen
Vice President - Regulatory Affairs
Stingray Pipeline Company, L.L.C.
1100 Louisiana, Suite 3300
Houston, Texas 77002
(832) 214-5726
david.halphen@enbridge.com

GENERAL TERMS AND CONDITIONS

- 8.4 At a location which is not covered by an OBA, a Confirming Party should submit a Pre-determined Allocation (PDA) to the allocating party at a level that is based on the allocating party's business practice, but, in no event, will such PDA be at a lower level (more detailed) than that level of information exchanged between such parties during their confirmation process.
- 8.5 A Pre-determined Allocation (PDA) may not be used to allocate gas to a nominatable transaction that was not identified in the nomination or confirmation process, as applicable, absent prior mutual agreement among the Confirming Parties and the party being allocated to in such transaction. In the event of a conflict between this standard and Stingray's existing tariff or general terms and conditions, the latter will prevail.
- 8.6 Allocators who should submit PDAs include the operator of the upstream facilities, the shippers or producers/owners of the gas being delivered by the upstream entity, buyers of the gas who are in turn selling the gas at that point, and Shippers who are using more than one transportation Agreement at that point.
- 8.7 After the end of each month, Stingray shall provide each Allocator who submits effective PDA(s) with a monthly allocation statement showing the volumes allocated in accordance with such PDA(s).
- 8.8 Stingray may rely conclusively on effective PDAs in allocating the gas received at a point. No retroactive changes to the PDA may be made unless Stingray and all affected parties agree.

GENERAL TERMS AND CONDITIONS

14.(a) EVALUATION OF CREDIT (Con't)

- (6) No significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.
- (b) If a Shipper fails to satisfy the credit criteria, such Shipper may still obtain service hereunder if it elects one of the following options:
 - (1) Payment in advance for three (3) months' service;
 - (2) A standby irrevocable letter of credit drawn upon a bank acceptable to Stingray;
 - (3) Security interest in collateral provided by the Shipper found to be satisfactory to Stingray; or
 - (4) Guarantee by a person or another entity which does satisfy the credit appraisal.

Stingray Pipeline Company
 FERC Gas Tariff
 Third Revised Volume No. 1

Sub Ninth Revised Sheet No. 199
 Superseding
 Sub Eighth Revised Sheet No. 199

GENERAL TERMS AND CONDITIONS

33. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS

Pursuant to Order No. 587, et al, promulgated by the FERC in Docket No. RM96-1, for NAESB (formerly GISB) Wholesale Gas Quadrant (WGQ) Standards that do not otherwise require implementing tariff provisions, the following NAESB WGQ Standards are hereby incorporated by reference to the NAESB Standard Number and Version, into Stingray's FERC Gas Tariff.

NAESB STANDARDS Version 1.7 ^{/1}

| | | | |
|-----------------|-------------|--------------------|--------------|
| 0.1.3 | 2.1.2 | 2.3.62 - 64 | |
| 0.3.1 - 0.3.2 | 2.1.3 - 6 | 2.4.1 - 6 | 5.2.1 - 3 |
| 0.3.3 - 0.3.7 | 2.3.1 | 2.4.7 - 16 | 5.3.2 |
| 0.3.10 | 2.3.2 | 3.3.1 - 8 | 5.3.7 - 10 |
| 1.1.12 - 17 | 2.3.4 | 3.3.10 - 13 | 5.3.12 - 13 |
| 1.1.22 | 2.3.7 | 3.3.16 | 5.3.17-18 |
| 1.2.1 | 2.3.8 | 3.3.20 - 26 | 5.3.20 - 23 |
| 1.2.2 | 2.3.11 - 13 | 3.4.1 - 4 | 5.3.29 - 43 |
| 1.2.3 | 2.3.15 | 4.1.2 - 4 | 5.3.45 - 52 |
| 1.2.5 | 2.3.17 | 4.1.6 - 7, 9 - 10 | 5.3.-54 - 59 |
| 1.2.6 | 2.3.20 - 21 | 4.1.12 - 13 | 5.4.1 - 22 |
| 1.2.8 - 11 | 2.3.22 - 23 | 4.1.15 - 24 | 6.3.1 - 4 |
| 1.3.2(vi) | 2.3.25 | 4.1.26 - 40 | |
| 1.3.7 | 2.3.27 | 4.2.1 - 20 | |
| 1.3.20 | 2.3.29 | 4.3.1 - 5 | |
| 1.3.24 - 31 | 2.3.30 - 35 | 4.3.7 - 18-20 | |
| 1.3.33 - 63 | 2.3.40 - 50 | 4.3.22 - 62 | |
| 1.3.64 - 77, 79 | 2.3.51 - 53 | 4.3.64 - 88, 91-92 | |
| 1.4.1 - 7 | 2.3.54 - 59 | 5.1.1 - 4 | |

Stingray shall utilize the NAESB Model Trading Partner Agreement.

^{/1} Includes the standards ratified by NAESB on June 25, 2004 to implement Order No. 2004, the standards ratified by NAESB on May 3, 2005 to implement Order No. 2004-A, and the standards to implement gas quality reporting requirements ratified by NAESB on October 20, 2004, in Recommendation R03035A, which NAESB intends to include in its next version of standards (Version 1.8).

Stingray Pipeline Company
FERC Gas Tariff
Third Revised Volume No. 1

Sub First Revised Sheet No. 127
Superseding
Original Sheet No. 127

GENERAL TERMS AND CONDITIONS

- 8.4 At a location which is not covered by an OBA, a Confirming Party should submit a Pre-determined Allocation (PDA) to the allocating party at a level that is based on the allocating party's business practice, but, in no event, will such PDA be at a lower level (more detailed) than that level of information exchanged between such parties during their confirmation process.
- 8.5 A Pre-determined Allocation (PDA) may not be used to allocate gas to a nominatable transaction that was not identified in the nomination or confirmation process, as applicable, absent prior mutual agreement among the Confirming Parties and the party being allocated to in such transaction. In the event of a conflict between this standard and Stingray's existing tariff or general terms and conditions, the latter will prevail.
- 8.46 Allocators who should submit PDAs include the operator of the upstream facilities, the shippers or producers/owners of the gas being delivered by the upstream entity, buyers of the gas who are in turn selling the gas at that point, and Shippers who are using more than one transportation Agreement at that point.
- 8.57 After the end of each month, Stingray shall provide each Allocator who submits effective PDA(s) with a monthly allocation statement showing the volumes allocated in accordance with such PDA(s).
- 8.68 Stingray may rely conclusively on effective PDAs in allocating the gas received at a point. No retroactive changes to the PDA may be made unless Stingray and all affected parties agree.

Stingray Pipeline Company
FERC Gas Tariff
Third Revised Volume No. 1

Sub First Revised Sheet No. 142
Superseding
Original Sheet No. 142

GENERAL TERMS AND CONDITIONS

14.(a) EVALUATION OF CREDIT (Con't)

- ~~(5) If Shipper has an ongoing business relationship with Stingray or any of its affiliates, no delinquent balances may be consistently outstanding for natural gas sales, storage or transportation services rendered previously to Shipper and Shipper must have paid its account during the past according to the established terms and not made deductions or withheld payment for claims, absent the posting of a surety bond pending resolution of the disputed amount, unless authorized by contract.~~
- (6) No significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.
- (b) If a Shipper fails to satisfy the credit criteria, such Shipper may still obtain service hereunder if it elects one of the following options:
- (1) Payment in advance for three (3) months' service;
 - (2) A standby irrevocable letter of credit drawn upon a bank acceptable to Stingray;
 - (3) Security interest in collateral provided by the Shipper found to be satisfactory to Stingray; or
 - (4) Guarantee by a person or another entity which does satisfy the credit appraisal.
- ~~(c) Stingray's credit appraisal procedures involve the establishment of dollar credit limits on a standardized, nondiscriminatory basis. To the extent that a Shipper's accounts with Stingray do not exceed such limit, and Shipper has met all creditworthiness requirements as determined in periodic credit reviews by Stingray, which reviews may be conducted on at least an annual basis, no new credit appraisals shall be required when an existing Agreement is amended or a request for a new Agreement is made, provided that Shipper's payment history has been satisfactory and there is no bona fide basis for questioning Shipper's creditworthiness.~~

Stingray Pipeline Company
 FERC Gas Tariff
 Third Revised Volume No. 1

Sub Ninth Revised Sheet No. 199
 Superseding
 Sub Eighth Revised Sheet No. 199

GENERAL TERMS AND CONDITIONS

33. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS

Pursuant to Order No. 587, et al, promulgated by the FERC in Docket No. RM96-1, for NAESB (formerly GISB) Wholesale Gas Quadrant (WGQ) Standards that do not otherwise require implementing tariff provisions, the following NAESB WGQ Standards are hereby incorporated by reference to the NAESB Standard Number and Version, into Stingray's FERC Gas Tariff.

| NAESB STANDARDS Version 1.6-7 ^{/1} | | | |
|---|----------------------------------|---|--|
| <u>0.1.3</u> | 2.1.2 | <u>2.3.62 - 64</u> | |
| 0.3.1 - <u>0.3.2</u> | 2.1.3 - <u>6</u> | 2.4.1 - 6 | 5.2.1 - 3 |
| <u>0.3.3 - 0.3.7</u> | 2.3.1 | 2.4.7 - 16 | <u>5.3.2</u> |
| <u>0.3.10</u> | 2.3.2 | 3.3.1 - 8 | 5.3.7 - 10 |
| 1.1.12 - 17 | 2.3.4 | 3.3.10 - 13 | 5.3.12 - <u>13</u> |
| 1.1.1 <u>9</u> <u>22</u> | 2.3.7 | 3.3.16 | 5.3.17-18 |
| 1.2.1 | 2.3.8 | 3.3.20 - 26 | 5.3.20 - 23 |
| 1.2.2 | 2.3.11 - 13 | 3.4.1 - 4 | 5.3.29 - 43 |
| 1.2.3 | 2.3.15 | 4.1.2 - 4 | 5.3.45 - 53 <u>52</u> |
| 1.2.5 | 2.3.17 | 4.1.6 - 7, 9 - 10 | 5.3. - 57 <u>54</u> - 58 <u>59</u> |
| 1.2.6 | 2.3.20 - <u>21</u> | 4.1.12 - 39 <u>13</u> | 5.4.1 - 22 |
| 1.2.8 - 11 | 2.3.22 - 25 <u>23</u> | 4.1.15 - 24 | <u>6.3.1 - 4</u> |
| 1.3.2 (vi) | <u>2.3.25</u> | <u>4.1.26 - 40</u> | |
| 1.3.7 | 2.3.27 | 4.2.1 - 19 <u>20</u> | |
| 1.3.20 | 2.3.29 | 4.3.1 - 35 | |
| 1.3.24 - 31 | 2.3.30 - 35 | 4.3.5 - 60 <u>7</u> - 18 <u>20</u> | |
| 1.3.33 - 63 | 2.3.3 <u>6</u> <u>40</u> - 50 | 4.3.6 <u>1</u> <u>22</u> - 76 <u>62</u> | |
| 1.3.64 - <u>77, 79</u> | 2.3.51 - <u>53</u> | 4.3.7 <u>8</u> <u>64</u> - 88 <u>88, 91-92</u> | |
| 1.4.1 - 7 | <u>2.3.54 - 59</u> | 5.1.1 - 4 | |

Stingray shall utilize the NAESB Model Trading Partner Agreement.

^{/1} Includes the standards ratified by NAESB on June 25, 2004 to implement Order No. 2004, the standards ratified by NAESB on May 3, 2005 to implement Order No. 2004-A, and the standards to implement gas quality reporting requirements ratified by NAESB on October 20, 2004, in Recommendation R03035A, which NAESB intends to include in its next version of standards (Version 1.8). standards proposed in R02002 and R02002-2 ratified by NAESB on 10/31/02. Compliance with standards 1.3.63, 4.3.88, 5.3.41, 5.3.42 and all data sets is subject to an extension of time granted by FERC.

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Stingray Pipeline Company, L.L.C.) Docket No. RP05-499-001

**NOTICE OF PROPOSED CHANGES
IN FERC GAS TARIFF**

Take notice that on September 14, 2005, Stingray Pipeline Company, L.L.C. ("Stingray") tendered for filing as part of its FERC Gas Tariff, Third Revised Volume No. 1 ("Tariff"), the following tariff sheets to become effective September 1, 2005:

Sub First Revised Sheet No. 127
Sub First Revised Sheet No. 142
Sub Ninth Revised Sheet No. 199

Stingray states that the above-referenced tariff sheets are being filed in accordance with Section 154.204 of the Commission's regulations in order to comply with the directives contained in Letter Order Pursuant to §§ 375.307(f)(1) and (f)(3) pertaining to Order No. 587-S issued by the Commission on August 30, 2005 in Docket No. RP05-499-000.

Any person desiring to intervene or to protest this filing must file in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 C.F.R. §§385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate. Such notices, motions or protests must be filed in accordance with the provisions of Section 154.210 of the Commission's regulations (18 C.F.R. §154.210). Anyone filing an intervention or protest must serve a copy of that document on Stingray. Anyone filing an intervention or protest on or before the intervention or protest date need not serve motions to intervene or protests on persons other than Stingray.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the "eFiling" link at <http://www.ferc.gov>. Persons unable to file electronically should submit an original and 14 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, DC 20426.

This filing is accessible online at <http://www.ferc.gov>, using the "eLibrary" link and is available for review in the Commission's Public Reference Room in Washington, DC. There is an "eSubscription" link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Magalie R. Salas
Secretary

WGQ PIPELINE GROUP
USE CASES

Scenario 10
Whole Document /
Whole Section Filing



Northern Natural Gas Company
P.O. Box 3330
Omaha, NE 68103-0330
402 398-7200

July 6, 2007

Ms. Kimberly D. Bose
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Northern Natural Gas Company
Docket No. RP07-_____
Non-Conforming/Negotiated Rate PDD Service Agreement

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (NGA) and Part 154 of the Regulations of the Federal Energy Regulatory Commission (Commission), Northern Natural Gas Company (Northern) hereby submits for filing an original and five (5) copies of a non-conforming and negotiated rate service agreement entered into between Northern and Integrys Energy Services, Inc. (Integrys). Northern requests the Commission to approve the Agreement and accept the following revised tariff sheets as part of its FERC Gas Tariff, Fifth Revised Volume No. 1 (Tariff), proposed to be effective August 6, 2007:

FIFTH REVISED VOLUME NO. 1

43 Revised Sheet No. 66A
Eleventh Revised Sheet No. 66B
Third Revised Sheet No. 66B.01
Second Revised Sheet No. 66B.02
Original Sheet No. 66B.03
Ninth Revised Sheet No. 66D

Reason for Filing

On June 7, 1996 in Docket No. RP96-272-000, Northern filed tariff sheets to give it the ability to negotiate rates in accordance with the Commission's Policy Statement on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines, issued January 31, 1996 in Docket No. RM95-6-000 (Policy Statement).¹ The Commission accepted the tariff sheets in an order issued July 5, 1996 (July 5 Order).² The reason for

¹ 74 FERC ¶ 61,076 (1996).

² 76 FERC ¶ 61,026 (1996).

Ms. Kimberly D. Bose, Secretary

July 6, 2007

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this filing, in part, is to implement a specific negotiated rate transaction with Integrys. In addition, the agreement also contains non-conforming provisions as explained in the following "Non-conforming Provisions" section.

Sheet No. 66A provides the requisite information concerning the negotiated rate service agreement, including the exact legal name of the shipper, the negotiated rates, other applicable charges, applicable Rate Schedules, primary receipt and delivery points, term of service and volume. In addition, the negotiated rate transaction shall be reflected on Northern's transactional report pursuant to Order Nos. 637, 637-A, and 637-B. Finally, in accordance with the Commission's July 5 Order, Northern will keep separate and identifiable its negotiated rate information in such form that it can be filed and separately totaled, in particular, as part of and in the format of Statements G, I, and J in Northern's future rate cases.

Non-conforming Provisions

1) Northern and Integrys executed a Rate Schedule PDD storage agreement which provides the ability for Integrys to inject gas supplies into Northern's storage during November of 2007 for withdrawal during December of 2007. The transaction cost, as explained on Sheet No. 66B.03 of this filing, will be resolved with a single billing reflecting both the withdrawal and the injection components when the transaction has been concluded.

The Service Agreement contains non-conforming provisions that were included as a result of negotiations as follows:

- Northern will settle with Shipper the net amount from the Formula Rate after the December, 2007 production month. Northern reserves the right to allocate the charges in paragraph 1. between the different rate components. The amount will be settled during the normal commodity billing cycle in January 2008.
- This agreement will be filed with the FERC as a negotiated rate and non-conforming service agreement and is subject to FERC's approval.

Northern's tariff states that each month, a statement and billing shall be submitted to the shipper for actual services rendered during the preceding month. To effectuate the negotiated rate, Northern and Integrys agreed to a one-time settlement of the amount due between the parties rather than a monthly billing. The non-conforming provision is necessary to implement the negotiated rate that was agreed upon by the parties.

The Commission has stated that there are material deviations that may be negotiated with an individual shipper to address its unique characteristics, without affecting the quality of service received by that shipper or others and that are unlikely to be of interest to a significant number of customers, without including in its tariff language offering such a provision under generally applicable conditions. (ANR Pipeline Co., 97 FERC ¶ 61,075 (2001); ANR Pipeline Co., 98 FERC ¶ 61,181 (2002)) These provisions do not affect the quality of service to Integrys, nor should they be of any interest to other customers.

Ms. Kimberly D. Bose, Secretary

July 6, 2007

Page 3

Therefore, the Commission should accept the contract and the provisions as acceptable material deviations that do not need to be included in Northern's pro forma service agreement or tariff.³

Northern proposes that this contract be approved by the Commission no later than August 6, 2007, even though the injection of gas supplies will not begin until November 1, 2007. This request is made to provide the shipper with certainty that the agreement has been approved to allow the required index pricing arrangements to be completed by Integrys.

Sheet Nos. 66B, 66B.01, 66B.02 and 66B.03 have also been revised to accommodate verbatim overflow language.

Attached is an executed copy of the service agreement and a copy of the service agreement with the non-conforming items redlined.

Waiver

Northern respectfully requests that the Commission grant any and all waivers of its Regulations, including Section 154.207, that it deems necessary to allow this filing to become effective August 6, 2007.

Motion

In accordance with Sections 154.7(a)(9) and 154.206(c) of the Commission's Regulations, Northern hereby moves to place the tariff sheets referenced herein in effect as of the end of any suspension period ordered by the Commission.

Posting

In accordance with Section 154.208 of the Commission's Regulations, copies of this filing have been mailed to all of Northern's customers and interested State Commissions. A copy of this filing is also available for public inspection in Northern's office in Omaha, Nebraska during regular business hours.

Marked Version

In accordance with Section 154.201 of the Commission's Regulations, Northern has submitted a marked version of the proposed tariff changes highlighting new additions and showing deletions by strikeout.

³ The Commission has recently accepted similar contract provisions and stated that Northern should be prepared to offer a similar payment provision to a similarly situated negotiated rate shipper. See Northern Natural Gas Company, 115 FERC ¶ 61,288 (2006), and Northern Natural Gas Company, Letter Order dated February 14, 2007, in Docket No. RP07-136-000.

Ms. Kimberly D. Bose, Secretary
July 6, 2007
Page 4

Notice

In accordance with Section 154.209 of the Commission's Regulations, Northern hereby encloses a Notice of Proposed Changes in its FERC Gas Tariff suitable for publication in the Federal Register.

Data Processing Requirements

Northern has submitted a diskette reflecting the information contained in the above-referenced tariff sheets and a separate diskette reflecting the attached Notice in compliance with FERC Order Nos. 493 and 533.

Communication

It is respectfully requested that all Commission orders and correspondence, as well as pleadings and correspondence from other persons concerning this filing, be served upon each of the following:

Mary Kay Miller
Vice President, Regulatory and Government Affairs
Northern Natural Gas Company
1111 South 103rd Street
Omaha, NE 68124-1000
(402) 398-7060
mary.kay.miller@nngco.com

J. Gregory Porter
Vice President, General Counsel & Secretary
Dari R. Dornan
Senior Counsel
Northern Natural Gas Company
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dari.dornan@nngco.com

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Steve Stojic
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818 18th Street, N.W., Suite 800
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(202) 289-7200
fkelly@gbmdc.com
sstojic@gbmdc.com

Respectfully submitted,



Mary Kay Miller
Vice President, Regulatory and Government Affairs

Attachments

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Northern Natural Gas Company

Docket No. RP07-____

Notice of Proposed Changes in FERC Gas Tariff

Take notice that Northern Natural Gas Company (Northern), on July 6, 2007, tendered for filing in its FERC Gas Tariff, Fifth Revised Volume No. 1 the following tariff sheets:

FIFTH REVISED VOLUME NO. 1

43 Revised Sheet No. 66A
Eleventh Revised Sheet No. 66B
Third Revised Sheet No. 66B.01
Second Revised Sheet No. 66B.02
Original Sheet No. 66B.03
Ninth Revised Sheet No. 66D

Northern is filing the above-referenced tariff sheets to submit a Rate Schedule PDD service agreement for Commission acceptance as a non-conforming and negotiated rate agreement.

Northern further states that copies of the filing have been mailed to each of its customers and interested State Commissions.

Any person desiring to intervene or to protest this filing must file in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 CFR 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate. Such notices, motions, or protests must be filed in accordance with the provisions of Section 154.210 of the Commission's regulations (18 CFR 154.210). Anyone filing an intervention or protest must serve a copy of that document on the Applicant. Anyone filing an intervention or protest on or before the intervention or protest date need not serve motions to intervene or protests on persons other than the Applicant.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the "eFiling" link at <http://www.ferc.gov>. Persons unable to file electronically should submit an original and 14 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426.

This filing is accessible on-line at <http://www.ferc.gov>, using the "eLibrary" link and is available for review in the Commission's Public Reference Room in Washington, D.C.

There is an "eSubscription" link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Kimberly D. Bose
Secretary

| Shipper Name | Rate Schedule | STATEMENT OF NEGOTIATED RATES 1/ | | | Receipt Point(s) | Delivery Point(s) |
|------------------------------------|---------------|----------------------------------|---------------|---------|--|--|
| | | Negotiated Rate | Other Charges | Volume | | |
| DCP Midstream, LP | TFX | 22/ | | 4,000 | Mullinville Backflow VP West Hugoton VP | PEPL/NNG Sublette South DEFS/NNG Liberal IC PEPL/NNG Line No. 100 DIGP Elmwood ITE |
| Verasun Charles City, LLC | TFX | 23/ | | 10,000 | NBPL/NNG Ventura NNG Demarcation Ogden Deferred Delivery | Verasun Charles City Ogden Deferred Delivery |
| Northern States Power - Generation | TFX | 24/ | | 24/ | All Market Area Receipt Points | Mankato Energy Center Blue Lake Energy Center Black Dog Power Plant Angus C. Anson TBS #1 Minneapolis #1Q Ogden Deferred Delivery CenterPoint Energy Minnesota Gas Zone EF NSP-Minnesota Zone EF |
| Great River Energy | TFX | 25/ | | 120,000 | Ogden Deferred Delivery NBPL/NNG Ventura Ventura Deferred Delivery Pleasant Valley Deferred Delivery MID 17 Pooling GRLKS/NNG Carlton | Ogden Deferred Delivery NBPL/NNG Ventura Ventura Deferred Delivery Pleasant Valley Deferred Delivery MID 17 Pooling Pleasant Valley Power Plant GRE Cambridge Power Plant |
| Agri-Waste Energy, Inc. | TFX | 26/ | | 500 | Agri-Waste Energy | Prairie Du Chien #1 |
| Integrays Energy Services, Inc. | PDD | 27/ | 3/ | 500,000 | Demarc Deferred | Demarc Deferred |

1/ Unless otherwise noted, negotiated Service Agreements do not deviate in any material respect from the applicable from of service agreement set forth in Northern's FERC Gas Tariff.

2/ Effective November 1, 2000, the base reservation fee for the summer months (April - October) through October 2007 is equal to Northern's maximum tariff rate of \$4.498 per Dth/month. The base reservation fee for the winter months (November - March) through October 2007 is \$69.81 per Dth/month (comprised of a transmission component equal to \$9.28 per Dth/month and a construction cost component equal to \$60.53 per Dth/month). The commodity rate shall be the maximum tariff rate in effect.

- The above stated rate incorporates the projected costs associated with TBS and branchline facility modifications to provide incremental deliveries to the North Hudson TBS. In the event the actual construction cost for the project exceeds \$344,500, Northern a) reserves the right to increase the rate up from \$69.81 per MMBtu per month to a maximum level not to exceed \$92.84 per MMBtu per month (comprised of a transmission component equal to \$12.04 per Dth/month and a construction cost component equal to \$80.80 per Dth/month) for the term of this agreement, or b) will collect the overage plus the income tax gross up from Midwest Natural Gas, Inc. through another mutually agreed upon remedy.
- 3/ The rate stated in the Negotiated Rate column is exclusive of all surcharges.
 - 4/ Primary Receipt Point through October 2001 is NBPL/NNG Ventura. Primary Receipt Point effective November 2001 is Grlks/NNG Carlton except for the months of April and October when the Primary Receipt Point is NNG Field/Mkt Demarcation.
 - 5/ For the period 02/01/2004 until 01/31/2014, Shipper shall pay a base reservation fee equal to maximum rates provided in Northern's FERC Gas Tariff as revised from time to time, plus \$0.02/MMBtu/d.

In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. The above rate(s) include the applicable Annual Charge Adjustment.
 - 6/ For the period 10/01/2004 until 09/30/2014, for 4,175 Dth/day, Shipper shall pay a base reservation fee equal to an annual average rate of \$0.3393/Dth/day allocated between summer and winter. This rate included all current and future reservation surcharges.

In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time, and all FERC approved commodity surcharges. These rates include the applicable Annual Charge Adjustment and electric compression charges.
 - 7/ For the period 4/1/2006 until 3/31/2016, Shipper shall pay a total monthly reservation charge equal to \$0.3700/Dth multiplied by the contract MDQ multiplied by 30.4.

In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the current applicable Annual Charge Adjustment and electric compression charges.
 - 8/ For the period 11/1/2004 through 10/31/2014, Shipper shall pay a base reservation rate equal to an annual average rate of \$0.3393/DTH/day allocated between summer and winter. This rate includes all current and future reservation surcharges.

In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time, and all FERC approved commodity surcharges. These rates(s) include the current applicable Annual Charge Adjustment and any electric compression charges.
 - 9/ For the period 04/01/2006 through 03/31/2016, Shipper shall pay a total monthly reservation charge equal to \$0.3700/Dth/day. This rate includes all current and future reservation surcharges.

In addition, Shipper shall pay (i) a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges; (ii) the FERC approved Carlton Commodity Surcharge; and (iii) all FERC approved commodity surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.
 - 10/ For the period 10/01/2006 through 09/30/2016 for the contract MDQ, Shipper shall pay a total monthly reservation charge equal to \$0.3600/Dth multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges. In addition to the above rate(s), Shipper shall pay any applicable fuel use and unaccounted for.
 - 11/ As noted on Tariff Sheet No. 66D, this contract is also a non-conforming agreement.

- 12/ For the period 12/1/2008 through 12/31/2009, the transaction charges shall be as follows: (a) December 2008 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation multiplied by the Contract Total Quantity, minus (b) December 2009 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation multiplied by Contract Total Quantity, Plus (c) \$.461 multiplied by Contract Total Quantity.
- 13/ The Total Transaction Rate charged shall be as follows: (a) November 2007 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (b) August 2007 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (c) \$0.18 ("Formula Rate"). The Transaction charges shall be the Formula Rate multiplied by the Contract Total Quantity.
- 14/ For the period beginning with the in-service date of the facilities and continuing for five (5) years, Shipper shall pay a monthly firm reservation charge equal to the MDQ multiplied by \$0.3803/Dth/Day multiplied by 30.4, plus the maximum commodity rate as specified in Northern's Tariff, as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges.
- 15/ For the period 11/01/2006 until 10/31/2016 Shipper shall pay a monthly firm reservation charge equal to the MDQ multiplied by \$0.363/Dth/day multiplied by 30.4. In addition, Shipper shall pay the maximum commodity rate as specified in Northern's Tariff, as amended from time to time, for all volumes delivered; plus all current and future applicable surcharges. In addition, Shipper shall pay fuel use and unaccounted for and electric compression charges in accordance with Northern's FERC Gas Tariff.
- The rate is applicable from any Market Area receipt point for deliveries to the Ethanol Plant Primary Delivery Point. If on any day Shipper uses any of the entitlement identified in this Agreement at any other delivery point, the rate will not be applicable. If this entitlement is used at any other delivery point during one day of a month, the contract rate for the month for such volume used at any other delivery point shall be the maximum TFX tariff rate for the month multiplied by 2.
- 16/ The Total Transaction Rate charged shall be as follows: (a) November 2008 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (b) September 2008 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (c) \$0.13 ("Formula Rate"). The Transaction charges shall be the Formula Rate multiplied by the Contract Total Quantity.
- 17/ For the contract MDQ, Shipper shall pay an annual average reservation charge equal to \$0.4845/Dth/Day allocated between winter and summer as agreed to by the parties. In addition Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges.
- In addition to the above rates, Shipper shall pay the FERC approved Carlton surcharge and all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.
- 18/ The Total Transaction Rate charged shall be as follows: (a) December 2007 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (b) October 2007 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (c) \$0.13 ("Formula Rate"). The Transaction charges shall be the Formula Rate multiplied by the Contract Total Quantity.
- 19/ The Total Transaction Rate charged shall be as follows: (a) December 2007 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (b) July 2007 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (c) \$0.22 ("Formula Rate"). The Transaction charges shall be the Formula Rate multiplied by the Contract Total Quantity.
- 20/ The Total Transaction Rate charged shall be as follows: (a) December 2007 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (b) September 2007 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (c) \$0.16 ("Formula Rate"). The Transaction charges shall be the Formula Rate multiplied by the Contract Total Quantity.

- 21/ For the period 3/01/2007 until 01/31/2017, for the contract MDQ, Shipper shall pay a total monthly reservation charge equal to \$0.3367/Dth multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electronic compression charges. In addition to the above rate(s), Shipper shall pay any applicable fuel use and unaccounted for.

In addition to the above rates, Shipper shall pay the FERC approved Carlton surcharge and all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

- 22/ For the period 03/01/2007 through 03/31/2007, the Total Monthly Charge shall be (i) \$0.04/Dth times the MDQ plus (ii) \$0.1500 times the volume delivered to the delivery points and from the receipt points listed in the Contract. Effective month to month following 03/31/2007, unless terminated by Northern upon written notice seven (7) business days prior to the end of the current month, the Total Monthly Charge shall be \$0.1500 times the volume delivered to the delivery points and from the receipt points listed in the Contract.

- 23/ For the period 4/1/2007 through 4/30/2017, for the contract MDQ, Shipper shall pay a total monthly reservation charge equal to \$0.3366/Dth multiplied by the contract MDQ multiplied by 30.4. In addition, Shipper shall pay a commodity rate equal to the maximum rate provided in Northern's FERC Gas Tariff as amended from time to time. These rates include the applicable Annual Charge Adjustment and electric compression charges. In addition to the above rates, Shipper shall pay any applicable fuel use and unaccounted for.

In addition to the above rates, Shipper shall pay the FERC approved Carlton surcharge and all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

- 24/ For the period 5/1/2007 through 10/31/2007, Shipper shall pay a base reservation rate equal to \$0.05/Dth/Day for 30,000 Dth of Market Area MDQ; plus Shipper shall pay a volumetric reservation rate equal to \$0.09/Dth multiplied by the daily volume delivered pursuant to this Agreement in excess of 30,000 Dth up to and including 54,726 Dth; plus Shipper shall pay a volumetric reservation rate equal to \$0.08/Dth multiplied by the daily volumes delivered pursuant to this Agreement greater than or equal to 54,727 Dth up to the total MDQ of the Agreement.

In addition, Shipper shall pay (i) a commodity rate equal to the minimum commodity rate provided in Northern's FERC GAS Tariff as amended from time to time (these rates include the applicable Annual Charge Adjustment and electric compression charges), (ii) any applicable fuel use and unaccounted for, and (iii) all FERC approved surcharges applicable to the service provided hereunder.

The discounted rates set forth herein shall be applicable at the delivery points referenced on Sheet No. 66A. However, the discounted rates shall only be applicable at certain delivery points as follows; (i) Minneapolis #1Q for ultimate delivery to the Black Dog Power Plant, (ii) Ogden Deferred Delivery for ultimate delivery to any power plant referenced herein, (iii) CenterPoint Energy Minnesota Gas Zone EF for ultimate delivery to the Black Dog Power Plant, and (iv) NSP - Minnesota for ultimate delivery to Inver Hills Power Plant.

Shipper shall pay the above rates for the contract MDQ, which varies throughout the contract term 5/1/2007 through 10/31/2007. Contract MDQ in May, 2007 shall be 142,726 Dth. Contract MDQ from June, 2007 through September, 2007 shall be 145,726 Dth. Contract MDQ in October, 2007 shall be 133,590 Dth.

- 25/ For the period 5/1/2007 through 10/31/2007, for any month in which another agreement is not used to serve Shipper's markets, Shipper shall pay a volumetric reservation rate equal to \$0.08/Dth multiplied by the daily volumes delivered pursuant to this Agreement up to the total MDQ of the Agreement.

In addition, Shipper shall pay (i) a commodity rate equal to the minimum commodity rate provided in Northern's FERC Gas Tariff as amended from time to time (these rates include the applicable Annual Charge Adjustment and electric compression charges), (ii) any applicable fuel use and unaccounted for, and (iii) all FERC approved surcharges applicable to the service provided hereunder.

Northern shall receive a minimum of \$75,000 in total revenue from reservation and commodity charges excluding overrun under this Agreement.

26/ For the period 06/01/2007 through 05/31/2009, for the contract MDQ, Shipper shall pay a monthly reservation charge equal to \$0.6000/Dth multiplied by the contract MDQ multiplied by 30.4 (except that in the first and last months the rates shall be multiplied by the applicable number of days in the month of service).

For the period 06/01/2009 through 05/31/2017, for the contract MDQ, Shipper shall pay a monthly reservation charge equal to \$1.2447/Dth multiplied by the contract MDQ multiplied by 30.4 (except that in the first and last months the rates shall be multiplied by the applicable number of days in the month of service).

In addition to the above rates, Shipper shall pay (i) the FERC approved Carlton surcharge and (ii) all FERC approved surcharges that are made effective after the effective date of this Amendment and applicable to the service provided hereunder.

27/ The Total Transaction Rate charged shall be as follows: (a) December 2007 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (b) November 2007 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (c) \$0.10 ("Formula Rate"). The Transaction charges shall be the Formula Rate multiplied by the Contract Total Quantity.

NON-CONFORMING SERVICE AGREEMENTS

| Name of Shipper/Agreement No. ----- | Rate Schedule ----- | Agreement/ Amendment Date ----- | Date Filed ----- |
|---|---------------------------|--|------------------------|
| Northern States Power Company - Minnesota Agreements: | | | |
| Contract 112184 As Amended | TFX | 11/01/07 | 04/07/06 |
| Contract 112186 As Amended | TFX | 11/01/07 | 04/07/06 |
| Contract 112182 As Amended | TF | 11/01/07 | 04/07/06 |
| Contract 112185 As Amended | TFX | 11/01/07 | 10/16/06 |
| Contract 112183 As Amended | TF | 11/01/07 | 04/07/06 |
| Northern States Power - Generation: | | | |
| Contract 112203 As Amended | TFX | 11/01/07 | 04/07/06 |
| Flint Hills Resources, LP Contract 111404 | TFX | 06/01/06 | 05/01/06 |
| Tenaska Gas Storage, LLC: Contract 110597 As Amended | PDD | 12/01/08 | 05/08/06 |
| Chevron U.S.A. Inc. Contract 110598 | PDD | 08/01/07 | 08/04/06 |
| Minnesota Energy Resources Corporation Contract 112561 As Amended | TFX | 08/01/06 | 09/29/06 |
| Chevron U.S.A. Inc. Contract 110598/800818 | PDD | 09/01/08 | 10/05/06 |
| WPS Energy Services, Inc. | PDD | 10/01/07 | 01/16/07 |
| Chevron U.S.A. Inc. | PDD | 07/01/07 | 01/16/07 |
| WPS Energy Services, Inc. | PDD | 09/01/07 | 01/16/07 |
| Integrus Energy Services, Inc. | PDD | 11/01/07 | 07/06/07 |

STATEMENT OF NEGOTIATED RATES 1/

| Shipper Name | Rate Schedule | Negotiated Rate | Other Charges | Volume | Receipt Point(s) | Delivery Point(s) |
|---------------------------------------|---------------|-----------------|---------------|---------|--|---|
| DCP Midstream, LP | TFX | 22/ | | 4,000 | Mullinville Backflow VP West Hugoton VP | PEPL/NNG Sublette South DEFS/NNG Liberal IC PEPL/NNG Line No. 100 DIGP Elmwood ITE |
| Verasun Charles City, LLC | TFX | 23/ | | 10,000 | NBPL/NNG Ventura NNG Demarcation Ogden Deferred Delivery | Verasun Charles City Ogden Deferred Delivery |
| Northern States Power - Generation | TFX | 24/ | | 24/ | All Market Area Receipt Points | Mankato Energy Center Blue Lake Energy Center Black Dog Power Plant Angus C. Anson TBS #1 Minneapolis #1Q Ogden Deferred Delivery CenterPoint Energy Minnesota Gas Zone EF NSP-Minnesota Zone EF |
| Great River Energy | TFX | 25/ | | 120,000 | Ogden Deferred Delivery NBPL/NNG Ventura Ventura Deferred Delivery Pleasant Valley Deferred Delivery MID 17 Pooling GRLKS/NNG Carlton | Ogden Deferred Delivery NBPL/NNG Ventura Ventura Deferred Delivery Pleasant Valley Deferred Delivery MID 17 Pooling Pleasant Valley Power Plant GRE Cambridge Power Plant |
| Agri-Waste Energy, Inc. | TFX | 26/ | | 500 | Agri-Waste Energy | Prairie Du Chien #1 |
| Integrays Energy Services, Inc | PDD | 27/ | 3/ | 500,000 | Demarc Deferred | Demarc Deferred |

- 1/ Unless otherwise noted, negotiated Service Agreements do not deviate in any material respect from the applicable form of service agreement set forth in Northern's FERC Gas Tariff.
- 2/ Effective November 1, 2000, the base reservation fee for the summer months (April - October) through October 2007 is equal to Northern's maximum tariff rate of \$4.498 per Dth/month. The base reservation fee for the winter months (November - March) through October 2007 is \$69.81 per Dth/month (comprised of a transmission component equal to \$9.28 per Dth/month and a construction cost component equal to \$60.53 per Dth/month). The commodity rate shall be the maximum tariff rate in effect.

~~The above stated rate incorporates the projected costs associated with TBS and branchline facility modifications to provide incremental deliveries to the North Hudson TBS. In the event the actual construction cost for the project exceeds \$344,500, Northern a) reserves the right to increase the rate up from \$69.81 per MMBtu per month to a maximum level not to exceed \$92.84 per MMBtu per month (comprised of a transmission component equal to \$12.04 per Dth/month and a construction cost component equal to \$80.80 per Dth/month) for the term of this agreement, or b) will collect the overage plus the income tax gross up from Midwest Natural Gas, Inc. through another mutually agreed upon remedy.~~

Redlined Tariff Sheets Removed due to
size of Filing

Preferred Deferred Delivery Service Agreement

Appendix A

Rate Schedule PDD

Base Contract No.: 110623

Transaction No.: 801022

Deal Date: 06/28/2007

Date Confirmation Sent: 06/29/2007

Shipper Name: INTEGRYS ENERGY SERVICES, INC.

Shipper Contact: MIKE BOTTGER

Account Manager: JOHN PRITCHARD

Fax No.: 312-681-1998

Phone No.: 402-398-7383

I. Contract Total Quantity (CTQ): 500,000

II. Preferred Daily Quantity (PDQ): 16,667

| POI # Name | DRN # | Daily Injection | | Daily Withdrawal | | Date Range |
|------------------------------|--------|-----------------|---------|------------------|---------|-----------------------|
| | | Minimum | Maximum | Minimum | Maximum | |
| 62389 DEMARC DEF. - DELIVERY | 179796 | 16,667 | 16,667 | 0 | 0 | 11/01/2007 11/30/2007 |
| 62389 DEMARC DEF. - DELIVERY | 179796 | 0 | 0 | 16,129 | 16,129 | 12/01/2007 12/31/2007 |

III. Maximum Total Quantity (MTQ): 500,000

Inventory Balance

| POI # Name | DRN # | Minimum | Maximum | Date Range |
|------------------------------|--------|---------|---------|-----------------------|
| 62389 DEMARC DEF. - DELIVERY | 179796 | 0 | 500,000 | 11/01/2007 12/31/2007 |

| POI # Name | DRN # | Monthly Injection | | Monthly Withdrawal | | Date Range |
|------------------------------|--------|-------------------|---------|--------------------|---------|-----------------------|
| | | Minimum | Maximum | Minimum | Maximum | |
| 62389 DEMARC DEF. - DELIVERY | 179796 | 500,000 | 500,000 | 0 | 0 | 11/01/2007 11/30/2007 |
| 62389 DEMARC DEF. - DELIVERY | 179796 | 0 | 0 | 500,000 | 500,000 | 12/01/2007 12/31/2007 |

IV. Rates

| | |
|----------------------------------|----------|
| Injection Charge: | \$0.0149 |
| Withdrawal Charge: | \$0.0149 |
| Total Monthly Inventory Charges: | \$0.0000 |
| Capacity Fee: | \$0.0000 |
| Annual Rollover Charge: | \$0.0000 |
| Total Transaction Rate: | \$0.0298 |

This shall serve as confirmation of the verbal contract reached between Shipper and Northern. If you are in agreement with the terms specified herein, please sign the document and fax it back to the Northern Account Manager listed above at Fax 402-398-7413. If this Confirmation Notice does not accurately describe your understanding of our contract, please contact us in writing within two (2) business days of receipt of this Confirmation. If no objection to this Confirmation is received, then this Confirmation shall be the final expression of all the terms hereof and shall be binding and enforceable against Shipper regardless of whether executed by Shipper. If the rate is discounted and the monthly or daily quantities as set forth herein are not met by Shipper, the total quantities shall be assessed the maximum PDD charges set forth in Northern's tariff as revised from time to time unless otherwise agreed in writing.

V. Other Provisions

- Notwithstanding IV. above, the Total Transaction Rate charged shall be as follows:
 - December 2007 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus
 - November 2007 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus
 - \$0.10 ("Formula Rate"). The Transaction charges shall be the Formula Rate multiplied by the Contract Total Quantity.
- Northern will settle with Shipper the net amount from the Formula Rate after the December 2007 production month. Northern reserves the right to allocate the charges in paragraph 1. between the different rate components. This amount will be settled during the normal commodity billing cycle in January 2008.
- This Agreement will be filed with the FERC as a negotiated rate and non-conforming service agreement and is subject to FERC's approval.

NNG Account Manager

Customer Signature

Fax Number 402-548-5280

Preferred Deferred Delivery Service Agreement
Appendix A
Rate Schedule PDD

Base Contract No.: 110623
Transaction No.: 801022
Deal Date: 06/28/2007
Date Confirmation Sent: 06/29/2007

Shipper Name: INTEGRYS ENERGY SERVICES, INC.
Shipper Contact: MIKE BOTTFGER Fax No.: 312-681-1998
Account Manager: JOHN PRITCHARD Phone No.: 402-398-7383

I. Contract Total Quantity (CTQ): 500,000

II. Preferred Daily Quantity (PDQ): 16,667

| POI # Name | DRN # | Daily Injection | | Daily Withdrawal | | Date Range | |
|------------------------------|--------|-----------------|---------|------------------|---------|------------|------------|
| | | Minimum | Maximum | Minimum | Maximum | | |
| 62389 DEMARC DEF. - DELIVERY | 179796 | 16,667 | 16,667 | 0 | 0 | 11/01/2007 | 11/30/2007 |
| 62389 DEMARC DEF. - DELIVERY | 179796 | 0 | 0 | 16,129 | 16,129 | 12/01/2007 | 12/31/2007 |

III. Maximum Total Quantity (MTQ): 500,000

Inventory Balance

| POI # Name | DRN # | Minimum | Maximum | Date Range |
|------------------------------|--------|---------|---------|-----------------------|
| 62389 DEMARC DEF. - DELIVERY | 179796 | 0 | 500,000 | 11/01/2007 12/31/2007 |

Monthly Injection Monthly Withdrawal

| POI # Name | DRN # | Minimum | Maximum | Minimum | Maximum | Date Range |
|------------------------------|--------|---------|---------|---------|---------|-----------------------|
| 62389 DEMARC DEF. - DELIVERY | 179796 | 500,000 | 500,000 | 0 | 0 | 11/01/2007 11/30/2007 |
| 62389 DEMARC DEF. - DELIVERY | 179796 | 0 | 0 | 500,000 | 500,000 | 12/01/2007 12/31/2007 |

IV. Rates

Injection Charge: \$0.0149
Withdrawal Charge: \$0.0149
Total Monthly Inventory Charges: \$0.0000
Capacity Fee: \$0.0000
Annual Rollover Charge: \$0.0000
Total Transaction Rate: \$0.0298

This shall serve as confirmation of the verbal contract reached between Shipper and Northern. If you are in agreement with the terms specified herein, please sign the document and fax it back to the Northern Account Manager listed above at Fax 402-398-7413. If this Confirmation Notice does not accurately describe your understanding of our contract, please contact us in writing within two (2) business days of receipt of this Confirmation. If no objection to this Confirmation is received, then this Confirmation shall be the final expression of all the terms hereof and shall be binding and enforceable against Shipper regardless of whether executed by Shipper. If the rate is discounted and the monthly or daily quantities as set forth herein are not met by Shipper, the total quantities shall be assessed the maximum PDD charges set forth in Northern's tariff as revised from time to time unless otherwise agreed in writing.

V. Other Provision

1. Notwithstanding IV. above, the Total Transaction Rate charged shall be as follows:

(a) December 2007 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (b) November 2007 "Inside FERC Gas Market Report" Spot Gas Delivered to Pipelines, Northern Natural Gas Company, Demarcation minus (c) \$0.10 ("Formula Rate"). The Transaction charges shall be the Formula Rate multiplied by the Contract Total Quantity.

2. Northern will settle with Shipper the net amount from the Formula Rate after the December 2007 production month. Northern reserves the right to allocate the charges in paragraph 1. between the different rate components. This amount will be settled during the normal commodity billing cycle in January 2008.

3. This Agreement will be filed with the FERC as a negotiated rate and non-conforming service agreement and is subject to FERC's approval.

NNG Account Manager Customer Signature

Fax Number 402-548-5280

WGQ PIPELINE GROUP
USE CASES

Scenario 13
Baseline Filing

Date

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: Example Pipeline Company
Docket No. RP08-____-000

Dear Ms. Bose:

Example Pipeline Company (Example) hereby submits for filing its FERC Gas Tariff, Fourth Revised Volume No. 1, in accordance with the Commission's Final Order in Docket No. RM01-5-000.

STATEMENT OF NATURE, REASONS, AND BASIS

The purpose of this filing is to provide Example's tariff in electronic format to populate the Commission's eTariff database.

The instant filing reflects the repagination of the tariff sheets from Third Revised Volume No. 1 to Fourth Revised Volume No. 1, and modifications to the table of contents and index for the General Terms and Conditions (GT&C) to reflect the repagination. To facilitate review, Example has, in Appendix A, provided a cross-reference between the currently effective or pending tariff sheets and the proposed tariff sheets. This filing makes no changes to the Rate Schedules, GT&C or Forms of Service Agreement, except for cross-references reflecting the correct pagination and volume revision number. In accordance with the Final Order, no redline sheets are attached.

At the time of this filing, Example has no proposed tariff sheets pending in any dockets.

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, Example requests that the tariff sheets comprising its Fourth Revised Volume No. 1 be accepted effective [date], without further action from Example. Example reserves the right to file a motion to place the proposed tariff sheets into effect in the event that any part of this filing is not accepted by the Commission or is accepted with required conditions or modifications.

COMMUNICATIONS, PLEADINGS AND ORDERS

Example requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

Name ^{1 2}

Vice President, Rates and
Regulatory Affairs
Example Pipeline Company
5444 Westheimer Road
Houston, TX 77056-5306
(713) 989-7660
(713) 989-1176 (Fax)

Name, Esquire ³

Law Firm
1919 Pennsylvania Avenue, N.W.
Suite 600
Washington, DC 20006
(202) 939-7900
(202) 265-5706 (Fax)

In accordance with Section 154.2(d) of the Commission's Regulations a copy of this filing is available for public inspection during regular business hours at Example's office at 5444 Westheimer Road, Houston, Texas 77056-5306. In addition, in accordance with the Final Order, Example is serving only the transmittal letter and appendix on all jurisdictional customers and interested state regulatory agencies.

Pursuant to Section 382.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing, and certifies that the paper copies contain the same information as is contained on the electronic diskette.

Very truly yours,

EXAMPLE PIPELINE COMPANY

/s/ Name

Name
Vice President,
Rates and Regulatory Affairs

Enclosures

¹ Designated to receive service pursuant to the Commission's Rules of Practice and Procedure.

² Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

Example Pipeline Company
FERC Gas Tariff, Volume No. 1
Tariff Sheet Cross-reference

| Fourth Revised Volume No. 1 | Third Revised Volume No. 1 |
|------------------------------------|-----------------------------------|
| Original Sheet No. 0 | Title Page |
| Original Sheet No. 1 | Fifth Revised Sheet 1 |
| Original Sheet No. 2 | Eleventh Revised Sheet 2 |
| Original Sheet No. 3 | First Revised Sheet 3 |
| Original Sheet No. 4 | Second Revised Sheet 4 |
| Original Sheet No. 5 | Sixteenth Revised Sheet 5 |
| Sheet Nos. 6 - 9 | |
| Original Sheet No. 10 | Sub Original Sheet 10 |
| Sheet Nos. 11 - 39 | |
| Original Sheet No. 40 | First Revised Sheet 40 |
| Original Sheet No. 41 | Original Sheet 41 |
| Original Sheet No. 42 | Original Sheet 42 |
| Original Sheet No. 43 | Seventh Revised Sheet 43 |
| Original Sheet No. 44 | Second Revised Sheet 44 |
| Original Sheet No. 45 | Fifth Revised Sheet 45 |
| Original Sheet No. 46 | Second Revised Sheet 46 |
| Original Sheet No. 47 | Original Sheet 47 |
| Original Sheet No. 48 | Second Revised Sheet 48 |
| Original Sheet No. 49 | Third Revised Sheet 49 |
| Original Sheet No. 50 | First Revised Sheet 50 |
| Original Sheet No. 51 | Original Sheet 51 |
| Original Sheet No. 52 | Seventh Revised Sheet 52 |
| Original Sheet No. 53 | Second Revised Sheet 53 |
| Original Sheet No. 54 | Fifth Revised Sheet 54 |
| Original Sheet No. 55 | Second Revised Sheet 55 |
| Original Sheet No. 56 | Fifth Revised Sheet 56 |
| Original Sheet No. 57 | Fifth Revised Sheet 57 |
| Original Sheet No. 58 | Fifth Revised Sheet 58 |
| Original Sheet No. 59 | Second Revised Sheet 59 |
| Original Sheet No. 60 | Original Sheet 60 |
| Original Sheet No. 61 | Original Sheet 61 |
| Original Sheet No. 62 | Fourth Revised Sheet No. 62 |
| Original Sheet No. 63 | Original Sheet No. 63 |
| Original Sheet No. 64 | First Revised Sheet No. 64 |
| Original Sheet No. 65 | Original Sheet No. 65 |
| Original Sheet No. 66 | Original Sheet No. 66 |
| Original Sheet No. 67 | Original Sheet No. 67 |
| Original Sheet No. 68 | Original Sheet No. 68 |
| Original Sheet No. 69 | Second Revised Sheet No. 69 |
| Original Sheet No. 70 | Original Sheet No. 70 |
| Original Sheet No. 71 | Original Sheet No. 71 |
| Original Sheet No. 72 | Original Sheet No. 72 |
| Original Sheet No. 73 | Original Sheet No. 73 |
| Original Sheet No. 74 | Third Revised Sheet No. 74 |
| Original Sheet No. 75 | Original Sheet No. 75 |
| Original Sheet No. 76 | Original Sheet No. 76 |
| Original Sheet No. 77 | Original Sheet No. 77 |
| Original Sheet No. 78 | Original Sheet No. 78 |
| Original Sheet No. 79 | Original Sheet No. 79 |
| Original Sheet No. 80 | Original Sheet No. 80 |
| Original Sheet No. 81 | Original Sheet No. 81 |
| Original Sheet No. 82 | Original Sheet No. 82 |

Example Pipeline Company
FERC Gas Tariff, Volume No. 1
Tariff Sheet Cross-reference

| Fourth Revised Volume No. 1 | Third Revised Volume No. 1 |
|------------------------------------|---|
| Original Sheet No. 83 | Original Sheet No. 83 |
| Original Sheet No. 84 | Second Revised Sheet No. 84 |
| Original Sheet No. 85 | First Revised Sheet No. 85 |
| Original Sheet No. 86 | First Revised Sheet No. 86 |
| Original Sheet No. 87 | First Revised Sheet No. 87 |
| Original Sheet No. 88 | First Revised Sheet No. 88 |
| Original Sheet No. 89 | Original Sheet No. 89 |
| Sheet Nos. 90 - 98 | Sheet No. 90 - 98 |
| Original Sheet No. 99 | Original Sheet No. 99 |
| Original Sheet No. 100 | Fourth Revised Sheet No. 100 |
| Original Sheet No. 101 | Fourth Revised Sheet No. 101 |
| Original Sheet No. 102 | Fourth Revised Sheet No. 102 |
| Original Sheet No. 103 | Fourth Revised Sheet No. 103 |
| Original Sheet No. 104 | Original Sheet No. 103A |
| Original Sheet No. 105 | Seventh Revised Sheet No. 104 |
| Original Sheet No. 106 | Original Sheet No. 104A |
| Original Sheet No. 107 | First Revised Sheet No. 105 |
| Original Sheet No. 108 | First Revised Sheet No. 106 |
| Original Sheet No. 109 | First Revised Sheet No. 107 |
| Original Sheet No. 110 | First Revised Sheet No. 108 |
| Original Sheet No. 111 | First Revised Sheet No. 109 |
| Original Sheet No. 112 | Original Sheet No. 110 |
| Original Sheet No. 113 | Original Sheet No. 111 |
| Original Sheet No. 114 | Original Sheet No. 112 |
| Original Sheet No. 115 | First Revised Sheet No. 113 |
| Original Sheet No. 116 | Original Sheet No. 113A |
| Original Sheet No. 117 | Original Sheet No. 114 |
| Original Sheet No. 118 | First Revised Sheet No. 115 |
| Original Sheet No. 119 | Original Sheet No. 116 |
| Original Sheet No. 120 | First Revised Sheet No. 117 |
| Original Sheet No. 121 | Original Sheet No. 117A |
| Original Sheet No. 122 | Second Revised Sheet No. 118 |
| Original Sheet No. 123 | Original Sheet No. 118A |
| Original Sheet No. 124 | Seventh Revised Sheet No. 119 |
| Original Sheet No. 125 | Third Revised Sheet No. 119A |
| Original Sheet No. 126 | First Revised Sheet No. 119B |
| Original Sheet No. 127 | Sixth Revised Sheet No. 120 |
| Original Sheet No. 128 | Third Revised Sheet No. 121 |
| Original Sheet No. 129 | Substitute First Revised Sheet No. 121A |
| Original Sheet No. 130 | Third Revised Sheet No. 121B |
| Original Sheet No. 131 | Original Sheet No. 121C |
| Original Sheet No. 132 | Sixth Revised Sheet No. 122 |
| Original Sheet No. 133 | Fifth Revised Sheet No. 123 |
| Original Sheet No. 134 | Second Revised Sheet No. 124 |
| Original Sheet No. 135 | Original Sheet No. 125 |
| Original Sheet No. 136 | Third Revised Sheet No. 126 |
| Original Sheet No. 137 | Sub First Revised Sheet No. 127 |
| Original Sheet No. 138 | Third Revised Sheet No. 128 |
| Original Sheet No. 139 | Original Sheet No. 128A |
| Original Sheet No. 140 | Sixth Revised Sheet No. 129 |
| Original Sheet No. 141 | Fourth Revised Sheet No. 130 |
| Original Sheet No. 142 | Third Revised Sheet No. 131 |
| Original Sheet No. 143 | Original Sheet No. 131A |

Example Pipeline Company
FERC Gas Tariff, Volume No. 1
Tariff Sheet Cross-reference

| Fourth Revised Volume No. 1 | Third Revised Volume No. 1 |
|------------------------------------|---|
| Original Sheet No. 144 | Sub Fourth Revised Sheet No. 132 |
| Original Sheet No. 145 | Fourth Revised Sheet No. 133 |
| Original Sheet No. 146 | Substitute First Revised Sheet No. 134 |
| Original Sheet No. 147 | First Revised Sheet No. 134A |
| Original Sheet No. 148 | Original Sheet No. 134B |
| Original Sheet No. 149 | Third Revised Sheet No. 135 |
| Original Sheet No. 150 | First Revised Sheet No. 136 |
| Original Sheet No. 151 | Second Revised Sheet No. 137 |
| Original Sheet No. 152 | Third Revised Sheet No. 138 |
| Original Sheet No. 153 | Fifth Revised Sheet No. 139 |
| Original Sheet No. 154 | Third Revised Sheet No. 140 |
| Original Sheet No. 155 | Second Revised Sheet No. 140A |
| Original Sheet No. 156 | Original Sheet No. 140B |
| Original Sheet No. 157 | First Revised Sheet No. 141 |
| Original Sheet No. 158 | Sub First Revised Sheet No. 142 |
| Original Sheet No. 159 | Original Sheet No. 142A |
| Original Sheet No. 160 | Fifth Revised Sheet No. 143 |
| Original Sheet No. 161 | First Revised Sheet No. 144 |
| Original Sheet No. 162 | Second Revised Sheet No. 145 |
| Original Sheet No. 163 | First Revised Sheet No. 146 |
| Original Sheet No. 164 | Second Revised Sheet No. 147 |
| Original Sheet No. 165 | Fourth Revised Sheet No. 148 |
| Original Sheet No. 166 | Fourth Revised Sheet No. 148A |
| Original Sheet No. 167 | Sub Fourth Revised Sheet No. 148B |
| Original Sheet No. 168 | First Revised Sheet No. 149 |
| Original Sheet No. 169 | Eighth Revised Sheet No. 150 |
| Original Sheet No. 170 | Original Sheet No. 150A |
| Original Sheet No. 171 | Second Revised Sheet No. 151 |
| Original Sheet No. 172 | Third Revised Sheet No. 152 |
| Original Sheet No. 173 | First Revised Sheet No. 153 |
| Original Sheet No. 174 | Second Revised Sheet No. 154 |
| Original Sheet No. 175 | First Revised Sheet No. 155 |
| Original Sheet No. 176 | Fourth Revised Sheet No. 156 |
| Original Sheet No. 177 | Substitute Fourth Revised Sheet No. 157 |
| Original Sheet No. 178 | Second Revised Sheet No. 157A |
| Original Sheet No. 179 | Second Revised Sheet No. 158 |
| Original Sheet No. 180 | Fourth Revised Sheet No. 159 |
| Original Sheet No. 181 | First Revised Sheet No. 160 |
| Original Sheet No. 182 | First Revised Sheet No. 161 |
| Original Sheet No. 183 | Second Revised Sheet No. 162 |
| Original Sheet No. 184 | Original Sheet No. 163 |
| Original Sheet No. 185 | First Revised Sheet No. 164 |
| Original Sheet No. 186 | Original Sheet No. 165 |
| Original Sheet No. 187 | Original Sheet No. 166 |
| Original Sheet No. 188 | First Revised Sheet No. 167 |
| Original Sheet No. 189 | Original Sheet No. 168 |
| Original Sheet No. 190 | Original Sheet No. 169 |
| Original Sheet No. 191 | First Revised Sheet No. 170 |
| Original Sheet No. 192 | First Revised Sheet No. 171 |
| Original Sheet No. 193 | First Revised Sheet No. 172 |
| Original Sheet No. 194 | Fourth Revised Sheet No. 173 |
| Original Sheet No. 195 | First Revised Sheet No. 173A |
| Original Sheet No. 196 | Original Sheet No. 173B |

Example Pipeline Company
FERC Gas Tariff, Volume No. 1
Tariff Sheet Cross-reference

| Fourth Revised Volume No. 1 | Third Revised Volume No. 1 |
|------------------------------------|-----------------------------------|
| Original Sheet No. 197 | Sub Original Sheet No. 173C |
| Original Sheet No. 198 | First Revised Sheet No. 174 |
| Original Sheet No. 199 | Original Sheet No. 174A |
| Original Sheet No. 200 | Second Revised Sheet No. 175 |
| Original Sheet No. 201 | Original Sheet No. 175A |
| Original Sheet No. 202 | First Revised Sheet No. 176 |
| Original Sheet No. 203 | First Revised Sheet No. 177 |
| Original Sheet No. 204 | First Revised Sheet No. 177A |
| Original Sheet No. 205 | Third Revised Sheet No. 178 |
| Original Sheet No. 206 | Original Sheet No. 178A |
| Original Sheet No. 207 | Original Sheet No. 179 |
| Original Sheet No. 208 | Original Sheet No. 180 |
| Original Sheet No. 209 | First Revised Sheet No. 181 |
| Original Sheet No. 210 | First Revised Sheet No. 182 |
| Original Sheet No. 211 | First Revised Sheet No. 183 |
| Original Sheet No. 212 | Original Sheet No. 183A |
| Original Sheet No. 213 | Original Sheet No. 184 |
| Original Sheet No. 214 | Second Revised Sheet No. 185 |
| Original Sheet No. 215 | Second Revised Sheet No. 186 |
| Original Sheet No. 216 | Original Sheet No. 187 |
| Original Sheet No. 217 | Original Sheet No. 188 |
| Original Sheet No. 218 | First Revised Sheet No. 189 |
| Original Sheet No. 219 | Second Revised Sheet No. 190 |
| Original Sheet No. 220 | Original Sheet No. 191 |
| Original Sheet No. 221 | Original Sheet No. 192 |
| Original Sheet No. 222 | Original Sheet No. 193 |
| Original Sheet No. 223 | Original Sheet No. 194 |
| Original Sheet No. 224 | Original Sheet No. 195 |
| Original Sheet No. 225 | Fourth Revised Sheet No. 196 |
| Original Sheet No. 226 | First Revised Sheet No. 197 |
| Original Sheet No. 227 | Original Sheet No. 198 |
| Original Sheet No. 228 | Sub Ninth Revised Sheet No. 199 |
| Original Sheet No. 229 | Fourth Revised Sheet No. 200 |
| Original Sheet No. 230 | Original Sheet No. 201 |
| Original Sheet No. 231 | Original Sheet No. 202 |
| Original Sheet No. 232 | Substitute Original Sheet No. 203 |
| Original Sheet No. 233 | First Revised Sheet No. 204 |
| Original Sheet No. 234 | Original Sheet No. 205 |
| Original Sheet No. 235 | Original Sheet No. 206 |
| Original Sheet No. 236 | Original Sheet No. 207 |
| Original Sheet No. 237 | First Revised Sheet No. 208 |
| Sheet Nos. 238-298 | Reserved Sheet No. 209 - 298 |
| Original Sheet No. 299 | Original Sheet No. 299 |
| Original Sheet No. 300 | Fourth Revised Sheet No. 300 |
| Original Sheet No. 301 | Fifth Revised Sheet No. 301 |
| Original Sheet No. 302 | Third Revised Sheet No. 302 |
| Original Sheet No. 303 | First Revised Sheet No. 302A |
| Original Sheet No. 304 | First Revised Sheet No. 302B |
| Original Sheet No. 305 | Original Sheet No. 302C |
| Original Sheet No. 306 | First Revised Sheet No. 303 |
| Original Sheet No. 307 | First Revised Sheet No. 304 |
| Original Sheet No. 308 | Sub Second Revised Sheet No. 305 |
| Original Sheet No. 309 | First Revised Sheet No. 305A |

Example Pipeline Company
 FERC Gas Tariff, Volume No. 1
 Tariff Sheet Cross-reference

| Fourth Revised Volume No. 1 | Third Revised Volume No. 1 |
|------------------------------------|-----------------------------------|
| Original Sheet No. 310 | First Revised Sheet No. 305B |
| Original Sheet No. 311 | Original Sheet No. 305C |
| Original Sheet No. 312 | Second Revised Sheet No. 306 |
| Original Sheet No. 313 | First Revised Sheet No. 307 |
| Original Sheet No. 314 | First Revised Sheet No. 308 |
| Original Sheet No. 315 | Sub Fourth Revised Sheet No. 309 |
| Original Sheet No. 316 | First Revised Sheet No. 310 |
| Original Sheet No. 317 | Second Revised Sheet No. 311 |
| Original Sheet No. 318 | Second Revised Sheet No. 312 |
| Original Sheet No. 319 | Original Sheet No. 312A |
| Original Sheet No. 320 | First Revised Sheet No. 313 |
| Original Sheet No. 321 | Second Revised Sheet No. 314 |
| Original Sheet No. 322 | First Revised Sheet No. 315 |
| Original Sheet No. 323 | Second Revised Sheet No. 316 |
| Original Sheet No. 324 | First Revised Sheet No. 317 |
| Original Sheet No. 325 | Original Sheet No. 318 |
| Original Sheet No. 326 | Sub Original Sheet No. 319 |
| Original Sheet No. 327 | Original Sheet No. 320 |
| Original Sheet No. 328 | 2nd Sub Original Sheet No. 321 |
| Original Sheet No. 329 | Original Sheet No. 321A |
| Original Sheet No. 330 | Sub Original Sheet No. 322 |
| Original Sheet No. 331 | Sub Original Sheet No. 323 |
| Original Sheet No. 332 | Original Sheet No. 324 |
| Original Sheet No. 333 | Original Sheet No. 325 |
| Original Sheet No. 334 | Original Sheet No. 326 |
| Original Sheet No. 335 | Original Sheet No. 327 |
| Original Sheet No. 336 | Original Sheet No. 328 |

WGQ PIPELINE GROUP
USE CASES

Scenario 16
Refund Report Filing

ORIGINAL



Gas Pipeline - Transco
2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, Texas 77251-1396
713/215-4060

FILED
OFFICE OF THE
SECRETARY
2005 SEP 19 P 3 38
FEDERAL ENERGY
REGULATORY COMMISSION

September 19, 2005

Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Attention: Magalie R. Salas, Secretary

Reference: Transcontinental Gas Pipe Line Corporation **031**
Annual Cash-Out Report - Docket Nos. CP88-391-~~004~~ and RP93-162-~~002~~ **016**

Ladies and Gentlemen:

Transcontinental Gas Pipe Line Corporation (Transco) hereby submits for filing with the Federal Energy Regulatory Commission's (Commission) its cash-out report for the annual period August 1, 2004 through July 31, 2005 (Annual Period) and its report of cash-out refunds for the Annual Period, calculated in accordance with Section 15 of the General Terms and Conditions of Transco's FERC Gas Tariff.

Statement of Nature, Reasons and Basis

In compliance with the Commission's June 19, 1991 Order Approving Settlements as Modified and Issuing Certificates in Docket Nos. CP88-391-004 et. al.¹ (June 19 Order), Transco is submitting herein its report of cash-out activity for the Annual Period. The June 19 Order found, among other things, that cash-out transactions are sales by transportation customers to Transco for resale in interstate commerce and are subject to the Commission's jurisdiction under sections 4 and 7 of the Natural Gas Act. The Commission limited the exercise of its jurisdiction to a requirement that Transco "report annually the volumes involved in such transactions and the amounts paid". In a subsequent Commission order issued December 3, 1993 in Docket No. RP93-162-002², the Commission clarified that pipelines must report the volumes and amounts paid under Operational Balancing Agreements (OBA) on an annual basis. Attached hereto are Appendices A-1 and A-2, which

¹ Transcontinental Gas Pipe Line Corporation, 55 FERC ¶ 61,446
² Transcontinental Gas Pipe Line Corporation, 65 FERC ¶ 61,315

Federal Energy Regulatory Commission
September 19, 2005
Page 2 of 3

reflect for the Annual Period the cash-out quantities purchased and sold and the amounts paid to or by each shipper or OBA party.

Additionally, Section 15 of Transco's General Terms and Conditions provides that subsequent to the end of each annual billing period, Transco will compare the cash-out revenues that it has received with the costs incurred under the cash-out procedures. If the revenues received exceed the costs incurred, then Transco will refund, within 60 days of the end of the annual billing period, the net overrecoveries to firm and interruptible transportation customers and OBA parties on a pro rata basis in accordance with the transportation volumes that Transco has delivered for firm and interruptible transportation shippers and the measured quantities at locations where an OBA agreement is in effect during the annual billing period. Appendix B, attached hereto, contains a report which compares Transco's cash-out and OBA revenues received with the costs incurred for the current annual billing period. As of the end of the Annual Period, on a cumulative basis Transco's revenues exceeded its costs by \$2,890,677, as indicated on Appendix B, page 4. Transco refunded the net overrecovery to the appropriate parties on September 19, 2005, as detailed in the summary schedule attached hereto as Appendix C. Appendix C also contains a copy of the letter that accompanied the refund.

Materials Submitted Herewith

In accordance with Sections 154.501 and 154.502 of the Commission's Regulations, the following material is submitted herewith:

- (1) In accordance with Section 154.209 of the Regulations, a proposed form of notice for the instant filing suitable for publication in the Federal Register, and a diskette copy of such notice labeled NT091905.ASC;
- (2) Appendices A-1 and A-2 which set forth the quantities and amounts paid to or by each shipper or OBA party for cash-out purchases and sales during the Annual Period;
- (3) Appendix B which compares Transco's cash-out and OBA revenues received with the costs incurred for the current annual billing period and on a cumulative basis through the end of the Annual Period; and
- (4) Appendix C which sets forth the total amount refunded to each affected customer with a copy of the letter that accompanied the refund.

Federal Energy Regulatory Commission
September 19, 2005
Page 3 of 3

Posting and Certification of Service

In accordance with the provisions of Section 154.501(f) of the Commission's Regulations, copies of this filing are available for public inspection, during regular business hours in a convenient form and place at Transco's main office at 2800 Post Oak Boulevard in Houston, Texas. Transco is serving copies of the instant filing to shippers, State Commissions and other interested parties.

Any communications regarding this filing should be sent to:

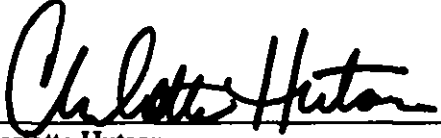
Scott Turkington
Director – Rates and Regulatory
Transcontinental Gas Pipe Line Corporation
P.O. Box 1396
Houston, Texas 77251
Email: scott.c.turkington@williams.com

and copies should be mailed to:

David A. Glenn
Senior Counsel
Transcontinental Gas Pipe Line Corp.
P.O. Box 1396
Houston, Texas 77251
Email: david.a.glenn@williams.com

Marshia Younglund
Manager, Regulatory Affairs
The Williams Companies, Inc.
1627 Eye Street, N.W., Suite 900
Washington, D.C. 20006
Email: marshia.younglund@williams.com

Respectfully submitted,
TRANSCONTINENTAL GAS PIPE LINE CORPORATION

By 
Charlotte Hutson
Manager – Rates
(713) 215-4060
Email: charlotte.a.hutson@williams.com

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Transcontinental Gas Pipe Line Corporation

Docket Nos.

NOTICE OF ANNUAL CASH-OUT FILING

(September 19, 2005)

Take notice that on September 19, 2005, Transcontinental Gas Pipe Line Corporation (Transco) filed its annual cash-out report and report of cashout refunds for the period August 1, 2004 through July 31, 2005. Transco states that its filing complies with the cash-out provisions in Section 15 of the General Terms and Conditions (GT&C) of Transco's FERC Gas Tariff.

Any person desiring to protest this filing must file in accordance with Rule 211 of the Commission's Rules of Practice and Procedure (18 CFR 385.211). Protests to this filing will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Such protests must be filed on or before the date as indicated below. Anyone filing a protest must serve a copy of that document on all the parties to the proceeding.

The Commission encourages electronic submission of protests in lieu of paper using the "eFiling" link at <http://www.ferc.gov>. Persons unable to file electronically should submit an original and 14 copies of the protest to the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426.

This filing is accessible on-line at <http://www.ferc.gov>, using the "eLibrary" link and is available for review in the Commission's Public Reference Room in Washington, D.C. There is an "eSubscription" link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Magalie R. Salas
Secretary

Transcontinental Gas Pipe Line Corporation
Cash-out Purchases and Sales
August 2004 through July 2005
(Quantities)

| Customer | Number | Purchase Dt's | Sales Dt's | Net Dt's |
|--------------------------------|--------|---------------|------------|-----------|
| ADAMS MKTG | 409768 | 27,888 | (27,726) | 160 |
| AEP | 410091 | 2,367 | (4,382) | (2,015) |
| ALA GAS | 410026 | 1,841 | (10,851) | (9,010) |
| ALGONQUIN | 416113 | 85,236 | (24,963) | 60,273 |
| AMERADA | 409456 | 357,611 | (439,743) | (82,132) |
| ANADARK | 409435 | 12,387 | (38,534) | (26,147) |
| ANADARKO E&P LP | 409903 | 2,904 | (12,788) | (9,884) |
| ANADARKO PET | 409308 | 0 | (1,107) | (1,107) |
| ANP POWER | 416138 | 167 | (172) | (5) |
| APACHE CORP | 409359 | 94,584 | (435,916) | (341,332) |
| APEX | 409924 | 6,716 | (31,330) | (24,614) |
| AQUILA ENERGY MARKETING CORPOR | 416092 | 0 | (333) | (333) |
| ARENA OFFSHORE | 413804 | 57,859 | (81,437) | (23,578) |
| ASHLAND CHEM | 413827 | 840 | (50) | 790 |
| ATLANTA GAS | 413838 | 424 | (424) | 0 |
| ATMOS ENERGY | 409126 | 0 | (264) | (264) |
| ATMOS ENERGY MARKETING LLC | 409127 | 18,242 | (1,516) | 16,726 |
| ATP OIL & GAS | 413845 | 152,633 | (61,359) | 91,274 |
| BESSEMER | 415893 | 4,501 | (6,965) | (2,464) |
| BG LNG SERVICES | 416084 | 0 | (1,121) | (1,121) |
| BG&E | 413770 | 2,338 | (357) | 1,981 |
| BHP PETROLEUM | 408886 | 28,146 | (33,785) | (5,639) |
| BLACKSBURG | 415894 | 0 | (396) | (396) |
| BOIS D'ARC OFFS | 415969 | 5,030 | (1,128) | 3,902 |
| BP ENERGY | 408767 | 291,362 | (209,949) | 81,413 |
| BP EXPLORATION | 416001 | (5,785) | 5,785 | 0 |
| BRIDGE MKTG | 408660 | 873 | (730) | 143 |
| BRIGHAM | 408684 | 4,039 | (1,132) | 2,907 |
| BROOKLYN UNION | 416022 | 6,072 | (11,088) | (5,016) |
| BURLINGTON OFF | 416027 | 18,119 | (36,824) | (18,705) |
| CABOT MARKETING | 408540 | 4,703 | (6,051) | (1,348) |
| CALPINE ENERGY | 408576 | 110,715 | (33,753) | 76,962 |
| CAMECO INDUSTRIES | 413577 | 0 | (8) | (8) |
| CARGILL | 413493 | 0 | (1,368) | (1,368) |
| CASTLE PWR LLC | 413521 | 282 | (71) | 211 |
| CENTRAL CRUDE, INC. | 413448 | 3,346 | (3,625) | (279) |
| CHESAPEAKE EM | 413483 | 8,329 | (1,190) | 7,139 |
| CHEVRON | 408257 | 103,841 | (194,338) | (90,497) |
| CHSAPKE-DEL | 415975 | 2,435 | (4,983) | (2,548) |
| CHSAPKE-MD | 415976 | 86 | (2,424) | (2,338) |
| CIMA ENERGY, LTD | 413406 | 4,042 | (3,898) | 144 |
| CINERGY M&T | 408181 | 207,796 | (486,927) | (279,131) |
| CITY OF MONROE NORTH CAROLINA | 415912 | 0 | (2,226) | (2,226) |
| COENERGY | 413320 | 13,856 | (45,733) | (31,777) |
| COKINOS NAT GAS | 413324 | 85,734 | (119,286) | (33,552) |
| COLONIAL ENERGY | 413326 | 10,328 | (2,022) | 8,306 |
| COLONIAL OIL | 415847 | 4,617 | (9) | 4,608 |
| COLUMBIA UTILITIES HEATING | 415856 | 0 | (853) | (853) |
| COMSTOCK RES. | 413256 | 43,210 | (44,683) | (1,473) |
| CON ED | 413279 | 223,240 | (73,238) | 150,002 |
| CONNECTV ES | 407871 | 123,342 | (6,487) | 116,855 |
| CONOCOPHILLIPS | 407886 | 563,248 | (471,829) | 121,419 |
| CONSOLIDATED EDISON ENERGY | 407764 | 4 | 0 | 4 |
| CONSTELLATION ENERGY COMM GRP | 413187 | 236,327 | (63,998) | 172,329 |
| COOK INLET ENER | 407807 | 14,176 | (10,889) | 3,287 |
| CORAL ENERGY | 407705 | 246,696 | (534,340) | (287,644) |
| CORAL POWER | 407707 | 0 | (22) | (22) |
| CPLC | 408426 | 485,205 | (547,644) | (62,439) |

Transcontinental Gas Pipe Line Corporation
Cash-out Purchases and Sales
August 2004 through July 2005
(Quantities)

| Customer | Number | Purchase D'ts | Sales D'ts | Net D'ts |
|--------------------------------|--------|---------------|------------|-----------|
| CROSSTEX ENERGY SERVICES | 407572 | 344,978 | (161,096) | 183,882 |
| DAUPHIN ISLAND | 415832 | 26,124 | (117,288) | (91,164) |
| DESTIN PIPELINE | 407319 | 214,426 | (183,510) | 30,916 |
| DEVON ENERGY PRODUCTION CO LP | 407331 | 238,195 | (536,043) | (297,848) |
| DIMENSION ENERGY COMPANY | 413038 | 0 | (899) | (899) |
| DISCOVERY GAS TRANSMISSION LLC | 407251 | 2,808 | 0 | 2,808 |
| DOMINION EXPLORATION & PROD | 407289 | 156,975 | (200,644) | (43,669) |
| DOMINION FIELD SERVICES, INC. | 413056 | 6,071 | 0 | 6,071 |
| DOW P/L | 415762 | 53,474 | (19,678) | 33,796 |
| DUKE EG TD & MK | 407124 | 522 | (926) | (404) |
| DUKE ENERGY FIELD SERV,L.P. | 407120 | 161,783 | (231,957) | (70,194) |
| DUKE ENERGY MARKETING AMERICA | 412978 | 31,311 | (39,944) | (8,633) |
| DYNEGY TRA | 412990 | 28,610 | 3,782 | 32,392 |
| EAGLE ENERGY PARTNERS | 419803 | 1,302 | 0 | 1,302 |
| EAGLE ENERGY PARTNERS I, L.P. | 407175 | 46,574 | (2,716) | 43,858 |
| EAST TENNESSEE NATURAL GAS,LLC | 415784 | 52,155 | (78,890) | (26,735) |
| EL PASO FIELD SERVICES | 415898 | 54,586 | (8,888) | 45,698 |
| EL PASO MARKETING, L. P. | 414253 | 72,499 | (109,045) | (36,546) |
| EL PASO PRODUCTION COMPANY | 407014 | 12,350 | (6,665) | 5,685 |
| EL PASO PRODUCTION GOM | 415700 | 0 | (4,863) | (4,863) |
| EMC NATURAL GAS INC | 415706 | 0 | (1,641) | (1,641) |
| ENBRIDGE MARKETING (U.S.) L.P. | 406963 | 2,594 | (1,445) | 1,149 |
| ENBRIDGE MIDCOAST ENERGY | 406964 | 493 | (13,590) | (13,097) |
| ENBRIDGE MKTNG | 415712 | 1,134 | (37,636) | (36,502) |
| ENBRIDGE OFFSHORE P/L (UTOS) | 412878 | 88,169 | (370,263) | (282,094) |
| ENBRIDGE PIPE | 406965 | 71,999 | (186,140) | (114,141) |
| ENERGY PARTNERS | 412902 | 0 | (12,025) | (12,025) |
| ENERGY RES TECH | 406872 | 4,743 | (28,506) | (23,763) |
| ENI PETROLEUM CO. INC. | 406893 | 25,363 | (22,206) | 3,155 |
| ENJET, INC. | 412816 | 0 | (545) | (545) |
| ENLINE ENERGY S | 412817 | 7,295 | (7,983) | (688) |
| ENSTOR OPERATING CO | 415635 | 78,168 | (8,827) | 69,341 |
| ENTERGY-KOCH TRADING | 412842 | 19,582 | (42,359) | (22,777) |
| ENTERPRISE PRODUCTS O | 406914 | 37,561 | (449,733) | (412,172) |
| EOG RESOURCES, INC. | 406815 | 100,247 | (82,960) | 17,287 |
| EXELON | 412787 | 3,394 | (3,801) | (207) |
| EXXONMOBIL | 415653 | 383,297 | (688,511) | (325,214) |
| FAIRWAY PRODUCER SERVICES | 415659 | 1,273 | (10,931) | (9,658) |
| FAIRWAYS OFFSHORE EXPLORATION | 406893 | 6,546 | (9,873) | (3,327) |
| FLA GAS TRANS | 406596 | 1,221,435 | (191,916) | 1,029,519 |
| FOREST OIL | 406510 | 14,908 | (19,343) | (4,435) |
| FPL EPM | 412759 | 82,110 | (17,936) | 64,174 |
| F-W | 412680 | 207 | 0 | 207 |
| GARDEN BANKS | 415605 | 200,915 | (151,363) | 49,552 |
| GASMARK/UGI DIV | 410444 | 277 | (41) | 236 |
| GATEWAY GATHERING & MARKETING | 406283 | 5,212 | (14,182) | (8,970) |
| GREAT EASTERN ENERGY | 415538 | 2 | (523) | (521) |
| GREER | 415859 | 14,180 | (6,019) | 8,161 |
| GRYPHON EX COMP | 406042 | 40,708 | (13,399) | 27,307 |
| GULF SOUTH PIPELINE COMPANY, L | 406070 | 69,000 | (67,525) | 21,475 |
| GULFTERRA INTRASTATE, L.P. | 407006 | (28,281) | (33,266) | (61,547) |
| HATTIESBURG STG | 415572 | 74,613 | (13,746) | 60,867 |
| HEADINGTON OIL LP | 412441 | 18,635 | 0 | 18,635 |
| HILCORP ENERGY | 412478 | 42,210 | (18,419) | 23,791 |
| HORSEHEAD RESRC | 415493 | 181 | 0 | 181 |
| HOUSTON EXPLORATION CO | 405743 | 2,607 | (1,317) | 1,290 |
| HOUSTON P/L | 405753 | 50,748 | (4,885) | 45,763 |
| HUBER ENERGY SERVICES | 415498 | 0 | (232) | (232) |

Transcontinental Gas Pipe Line Corporation
Cash-out Purchases and Sales
August 2004 through July 2005
(Quantities)

| Customer | Number | Purchase Dt's | Sales Dt's | Net Dt's |
|--------------------------------|--------|---------------|------------|-----------|
| HUDSON | 415489 | 0 | (1,099) | (1,099) |
| HUNT CHIEF | 405852 | 27,766 | (34,231) | (6,465) |
| HUNT PETRO (AEC) | 415501 | 10,568 | (12,293) | (1,725) |
| INDUSTRIAL FUEL COMPANY | 415508 | 9,639 | (2,320) | 7,319 |
| INFINITE | 412371 | 5,371 | (2,054) | 3,317 |
| J. ARON & CO. | 405348 | 0 | (88) | (88) |
| JUNIPER ENERGY LP | 412208 | 0 | (372) | (372) |
| KAISER-FRANCIS OIL | 405070 | 1,490 | (2,928) | (1,438) |
| KCS ENERGY MKTG | 412129 | 5,539 | (10,344) | (4,805) |
| KERR-MCGEE CORP | 412148 | 282,677 | (873,825) | (391,148) |
| KEYSPAN RAVEN | 412154 | 511 | 0 | 511 |
| KEYSPAN-LONG IS | 415370 | 0 | (1) | (1) |
| KIAC PARTNERS | 415372 | 11,406 | (746) | 10,660 |
| KINDER MORGAN TEJAS PIPELINE | 412166 | 112,376 | (85,065) | 27,311 |
| KINGS MOUNTAIN | 413344 | 4,288 | (1,510) | 2,776 |
| LA LND & EXPLOR | 415327 | 2,539 | (3,447) | (908) |
| LAURENS | 413346 | 1,424 | (709) | 715 |
| LENOX CHINA | 415408 | 24 | 0 | 24 |
| LEXINGTON | 413347 | 10,228 | (20,289) | (10,061) |
| LG&E ENERGY MARKETING INC. | 404782 | 0 | (20) | (20) |
| LIBERTY, MS | 414772 | 0 | (2) | (2) |
| LLOG EXPLORATION COMPANY | 404707 | 65,682 | (76,284) | (10,602) |
| LOUIS DREYFUS ENERGY SERV | 404625 | 306,579 | (528,607) | (222,028) |
| LOUISIANA INTRA | 415326 | 1,642 | (148) | 1,494 |
| MAGNUM | 412004 | 68,900 | (88,978) | (20,078) |
| MAGNUS ENERGY MARKETING, LTD. | 415337 | 36 | (304) | (268) |
| MANTA RAY OFFSH | 415341 | 58,531 | (230,815) | (172,284) |
| MARATHON OIL CO | 404532 | 3,994 | (5,831) | (1,837) |
| MARINER ENERGY, INC. | 404549 | 21,622 | (70,458) | (48,836) |
| MARITECH RESOURCES | 404551 | 2,295 | (5,811) | (3,516) |
| MARLIN ENERGY OFFSHORE | 415348 | 1,817 | (3,461) | (1,644) |
| MCMORAN | 411880 | 20,672 | (30,194) | (9,522) |
| MERIT ENERGY | 404236 | 328 | (1,207) | (879) |
| MERRILL LYNCH COMMODITIES, INC | 411906 | 125,834 | (9,176) | 116,658 |
| MGAGA | 404027 | 46,033 | (98,693) | (52,660) |
| MID LA GAS | 415281 | 3,809 | (10,716) | (6,907) |
| MIDCON TX | 415284 | 90,420 | (23,957) | 66,463 |
| MIECO, INC. | 404220 | 13,876 | (13,540) | 336 |
| MIRANT AMERICAS ENERG | 404141 | 3,230 | (443) | 2,787 |
| MISSION RESOURCES CORP | 411794 | 835 | (5,366) | (4,551) |
| MISSION VALLEY PIPELINE | 415291 | 22,361 | (254,034) | (231,673) |
| MMS | 414645 | 14,184 | (20,854) | (6,670) |
| MORGAN STANLEY | 404100 | 10,325 | (5,708) | 4,617 |
| MURPHY GG | 411757 | 22,655 | (67,538) | (44,883) |
| NATL FUEL DIST | 411671 | 995 | (2) | 993 |
| NCX | 411688 | 1,794 | (1,085) | 709 |
| NE&T | 403972 | 3,372 | (63,442) | (60,070) |
| NEUMIN PROD | 411698 | 1,340 | (3,654) | (2,314) |
| NEWFIELD | 403837 | 18,106 | (13,048) | 5,058 |
| NEXEN MARKETING U.S.A. | 411611 | 3,807 | (3,867) | (60) |
| NEXEN PETROLEUM SALES | 411612 | 174,645 | (197,175) | (22,530) |
| NIMO | 411621 | 1,950 | 0 | 1,950 |
| NJ NAT | 403809 | 23,584 | (251) | 23,333 |
| NJR ENERGY SERVICES C | 403741 | 5,669 | (824) | 4,845 |
| NOBLE ENE MRKTG | 411632 | 101,482 | (104,036) | (2,554) |
| NOBLE ENERGY INC | 403744 | 7,757 | (14,674) | (6,917) |
| NOBLE GAS P/L | 415249 | 0 | (36,901) | (36,901) |
| NRG POWER MARKETING, INC. | 411590 | 142 | (563) | (421) |

Transcontinental Gas Pipe Line Corporation
Cash-out Purchases and Sales
August 2004 through July 2005
(Quantities)

| Customer | Number | Purchase Dt's | Sales Dt's | Net Dt's |
|--------------------------------|--------|---------------|------------|-----------|
| OCCIDENTAL ENERGY MARKETING | 403598 | 127,684 | (63,248) | 64,436 |
| OGE ENERGY | 403628 | 23,610 | (29,024) | (5,414) |
| OGLETHORPE POWER | 411518 | 134,284 | (20,639) | 113,645 |
| ONEOK ENERGY MKTG & TRADING | 403472 | 4 | (233) | (229) |
| OWENS CORNING | 411462 | 15,516 | (3,592) | 11,924 |
| PANDA-ROSEMARY | 415117 | 6,920 | (4,043) | 2,877 |
| PECO ENERGY | 411416 | 28,529 | (8,654) | 19,875 |
| PELICAN GAS | 415135 | 2,522 | (3,932) | (1,410) |
| PEPCO ENERGY SERVICES | 411428 | 860 | (5,066) | (4,206) |
| PETAL GAS STORAGE, L.L.C. | 415150 | 35,679 | (7,754) | 27,925 |
| PETROCOM | 403334 | 46,041 | (5,261) | 40,780 |
| PIEDMONT NAT | 403266 | 32,322 | (33,112) | (790) |
| PIONEER NATURAL RESOURCES USA | 403162 | 205,860 | (173,181) | 32,679 |
| PIVOTAL UTILITY HOLDINGS, INC. | 415174 | 275,564 | 0 | 275,564 |
| PPL ENPLUS | 403027 | 30,359 | (57,843) | (27,484) |
| PPL GAS UTILITIES COR | 415087 | 18,927 | (14,472) | 4,455 |
| PRIME ENERGY | 415091 | 0 | (37) | (37) |
| PROGRESS VEN | 402997 | 8,053 | (2,624) | 5,429 |
| PROLIANCE ENERGY | 403007 | 5 | (42) | (37) |
| PSEG ENERGY | 402903 | 39,627 | (34,345) | 5,282 |
| PSNC | 411299 | 35,235 | (32,252) | 2,983 |
| RANGE ENERGY SERVICES | 415012 | 4,589 | (1,893) | 2,696 |
| RELIANT | 402718 | 22,667 | (52,165) | (29,478) |
| S JERSEY GAS | 410938 | 159,248 | (24,330) | 134,918 |
| S. JERSEY RES. | 410841 | 3,074 | (1,003) | 2,071 |
| SAMSON RESOURCES COMPANY | 402395 | 37,886 | (22,020) | 15,866 |
| SC P/L | 410935 | 46,407 | (8,033) | 38,374 |
| SCANA ENERGY MK | 411008 | 36,427 | (60,635) | (24,208) |
| SELECT ENR | 411038 | 257 | (10) | 247 |
| SEMPRA ENERGY | 402272 | 172,412 | (100,076) | 72,336 |
| SEQUENT, LP | 402284 | 265,657 | (145,701) | 119,956 |
| SHELBY | 413365 | 3,810 | (3,757) | 53 |
| SHELL | 412999 | 67 | 0 | 67 |
| SHELL ENERGY SERVICES | 414913 | 0 | (6,337) | (6,337) |
| SHELL GULF OF MEXICO INC. | 410970 | 40,041 | (69,031) | (28,990) |
| SHELL OFFSHORE | 402199 | 592,101 | (634,515) | (42,414) |
| SHORELINE GAS | 410981 | 8,647 | (8,181) | 2,466 |
| SONAT | 410856 | 10,847 | (5,109) | 5,738 |
| SOUTHERN CO | 401998 | 38,266 | (44,484) | (6,218) |
| SOUTHERN UNION COMPANY | 410862 | 1,003 | (11) | 992 |
| SOUTHSTAR | 410864 | 5,146 | (6,346) | (1,200) |
| SOUTHWEST ENERGY LP | 414859 | 32,165 | (51,562) | (19,397) |
| SPINNAKER EXP. | 401968 | 115,160 | (208,580) | (93,420) |
| SPN RESOURCES | 410685 | 0 | (19,236) | (19,236) |
| SPRAGUE ENERGY | 401975 | 405 | (779) | (374) |
| STATOIL NATURAL GAS | 414883 | 69,597 | (10,818) | 58,779 |
| STONE ENER CORP | 414894 | 2,820 | (858) | 1,962 |
| SUEZ ENERGY MARKETING NA, INC. | 401256 | 1,298 | (427) | 871 |
| SUNOCO R&M | 410774 | 18,428 | (240,837) | (222,409) |
| SUPERIOR N/G | 401629 | 140,793 | (226,426) | (85,635) |
| SUPERIOR PROCESSING | 401630 | 108,763 | (95,895) | 12,868 |
| SW VA GAS | 410873 | 2,501 | (1,533) | 968 |
| SWEETHEART | 414806 | 6,024 | (3,248) | 2,776 |
| SYLACAUGA UTILITIES BOARD | 414807 | 0 | (490) | (490) |
| TARGA LOUISIANA FIELD SERVICES | 401584 | 13 | (30) | (17) |
| TAYLOR ENERGY | 410715 | 363 | (7,602) | (7,239) |
| TDC ENERGY CORP | 401482 | 469 | (274) | 195 |
| TEC TRADING | 414819 | 1,093 | (121,282) | (120,189) |

Transcontinental Gas Pipe Line Corporation
Cash-out Purchases and Sales
August 2004 through July 2005
(Quantities)

| Customer | Number | Purchase Dt's | Sales Dt's | Net Dt's |
|--------------------------------|--------|-------------------|---------------------|--------------------|
| TEJAS GAS P/L | 414824 | 31,723 | (1,413) | 30,310 |
| TEMCO | 414826 | 219,784 | (538,984) | (319,200) |
| TENASKA ALABAMA | 401532 | 0 | (2,973) | (2,973) |
| TENASKA ALABAMA II PARTNERS | 414827 | 0 | (79) | (79) |
| TENASKA MARKETING VENTURES | 401404 | 37,644 | (53,236) | (15,592) |
| TENASKA VIRGINIA PARTNERS, LP | 414831 | 0 | (111) | (111) |
| TENN GAS PIPE | 401409 | 230,178 | (515,849) | (285,671) |
| TETCO | 401454 | 34,002 | (50,832) | (16,830) |
| TEXICAN HORIZON ENERGY MKTG | 416548 | 0 | (129) | (129) |
| TEXICAN NAT GAS | 410667 | 24,548 | (675) | 23,873 |
| TEXLA | 401347 | 21,273 | (2,858) | 18,615 |
| TEXON L.P. | 414748 | 606 | (2,822) | (2,216) |
| TGPL-MERCHANT SERVICE | 416586 | 77,659 | (544,024) | (466,365) |
| THE ENERGY AUTHORITY | 406983 | 33,028 | (24,882) | 8,146 |
| THE WISER OIL COMPANY | 410121 | 1,324 | (15,848) | (14,322) |
| TIGER NAT. GAS | 410527 | 90 | (22) | 68 |
| TOTAL E & P USA | 401229 | 83,925 | (19,173) | 64,752 |
| TOTAL GAS & POWER NORTH AMERIC | 414770 | 42,488 | (104,378) | (61,890) |
| TOTAL GAS AND ELECTRIC, INC. | 414769 | 3 | (235) | (232) |
| TRIGEN-NASSAU | 414714 | 0 | (1) | (1) |
| TRISTAR GAS MKT | 401093 | 10,364 | (45,601) | (35,237) |
| TRUNKLINE GAS COMPANY | 414720 | 39,035 | (106,557) | (67,522) |
| TX GAS TRANS | 401458 | 3,672,510 | (3,683,915) | (11,405) |
| TXU PORTFOLIO | 414727 | 4,463 | (903) | 3,560 |
| TYSON | 414729 | 10,150 | 0 | 10,150 |
| UBS AG | 414730 | 18,635 | (17,910) | 725 |
| UGI UTILITIES | 400967 | 11,059 | (3,528) | 7,531 |
| UNION SC | 415922 | 6,331 | (4,269) | 2,062 |
| UNITED ENERGY TRADING, LLC | 401007 | 227 | 0 | 227 |
| UNOCAL | 427238 | 61,557 | 0 | 61,557 |
| UNOCAL ENERGY | 400710 | 30,569 | (109,830) | (79,261) |
| UPSTREAM ENG | 400719 | 1,994 | (62,848) | (60,854) |
| UTILITY RESOURCE SOLUTIONS | 410408 | 0 | (2) | (2) |
| VECTREN RETAIL, LLC | 414661 | 11 | (6) | 5 |
| VINTAGE GAS | 410352 | 35 | (444) | (409) |
| VISY PAPER, INC | 414670 | 2,423 | (3,917) | (1,494) |
| VP SERVICES | 410357 | 10,807 | (207) | 10,600 |
| VPEM | 400480 | 287,040 | (103,952) | 183,088 |
| W & T OFFSHORE | 410266 | 6,328 | (27,679) | (21,351) |
| W.GAS RESOURCES | 400397 | 614 | (1,828) | (1,014) |
| WALTON | 414680 | 0 | (4,445) | (4,445) |
| WASH GAS NRG SV | 410301 | 4,016 | 0 | 4,016 |
| WESTPORT RESOURCES | 7541 | 498 | (2,888) | (2,390) |
| WFS GULF COAST | 414614 | 438 | (483,332) | (482,894) |
| WGL | 400432 | 4,502 | (13,919) | (9,417) |
| WILLIAMS FIELD | 400264 | 3,306,540 | (2,502,326) | 804,214 |
| WILLIAMS POWER COMPANY | 400155 | 22,868 | (124,545) | (101,677) |
| WOODWARD | 400105 | 25,711 | (30,985) | (5,274) |
| ZEN-NOH GRAIN CORPORATION | 414586 | 0 | (65) | (65) |
| | | <u>20,977,508</u> | <u>(23,102,420)</u> | <u>(2,124,912)</u> |

Transcontinental Gas Pipe Line Corporation
Cash-out Purchases and Sales
August 2004 through July 2005
(Dollars)

| Customer | Number | Purchase \$ | Sales \$ | Net \$ |
|--------------------------------|--------|--------------|----------------|----------------|
| ADAMS MKTG | 409768 | 157,994.52 | (179,509.38) | (21,514.86) |
| AEP | 410091 | 12,189.90 | (27,812.89) | (15,822.99) |
| ALA GAS | 410026 | 11,070.97 | (73,150.21) | (62,079.24) |
| ALGONQUIN | 416113 | 579,066.17 | (137,776.74) | 441,289.43 |
| AMERADA | 409456 | 2,243,173.41 | (3,463,230.01) | (1,220,056.60) |
| ANADARK | 409435 | 75,715.86 | (219,442.36) | (143,726.50) |
| ANADARKO E&P LP | 409903 | 10,255.05 | (72,311.14) | (62,056.09) |
| ANADARKO PET | 409308 | - | (5,848.81) | (5,848.81) |
| ANP POWER | 416138 | 1,067.88 | (1,230.23) | (162.35) |
| APACHE CORP | 409359 | 607,931.06 | (2,632,229.17) | (2,024,298.11) |
| APEX | 409924 | 40,692.81 | (206,902.11) | (166,209.30) |
| AQUILA ENERGY MARKETING CORPOR | 416092 | - | (1,929.77) | (1,929.77) |
| ARENA OFFSHORE | 413804 | 254,757.73 | (586,725.19) | (331,967.46) |
| ASHLAND CHEM | 413827 | 5,351.48 | (270.00) | 5,081.48 |
| ATLANTA GAS | 413838 | 2,633.04 | (3,051.95) | (418.91) |
| ATMOS ENERGY | 409126 | - | (1,678.59) | (1,678.59) |
| ATMOS ENERGY MARKETING LLC | 409127 | 122,026.28 | (11,324.20) | 110,702.08 |
| ATP OIL & GAS | 413845 | 825,754.98 | (389,953.36) | 435,801.62 |
| BESSEMER | 415893 | 24,659.13 | (64,189.37) | (39,530.24) |
| BG LNG SERVICES | 416084 | - | (5,943.18) | (5,943.18) |
| BG&E | 413770 | 14,162.80 | (2,566.33) | 11,596.47 |
| BHP PETROLEUM | 408886 | 179,861.24 | (215,318.28) | (35,457.04) |
| BLACKSBURG | 415894 | - | (2,620.30) | (2,620.30) |
| BOIS D'ARC OFFS | 415989 | 33,169.35 | (6,487.36) | 26,681.99 |
| BP ENERGY | 408767 | 1,782,963.38 | (1,403,540.17) | 379,423.21 |
| BP EXPLORATION | 416001 | (15,908.75) | 57,358.28 | 41,449.53 |
| BRIDGE MKTG | 408680 | 4,430.06 | (3,942.00) | 488.06 |
| BRIGHAM | 408684 | 22,891.56 | (7,042.64) | 15,848.92 |
| BROOKLYN UNION | 416022 | 42,115.00 | (114,691.03) | (72,576.03) |
| BURLINGTON OFF | 416027 | 123,350.37 | (230,701.04) | (107,350.67) |
| CABOT MARKETING | 408540 | 29,832.91 | (36,227.87) | (6,394.96) |
| CALPINE ENERGY | 408576 | 706,447.19 | (217,907.34) | 488,539.85 |
| CAMECO INDUSTRIES | 413577 | - | (52.41) | (52.41) |
| CARGILL | 413493 | - | (7,261.12) | (7,261.12) |
| CASTLE PWR LLC | 413521 | 1,591.92 | (489.40) | 1,102.52 |
| CENTRAL CRUDE, INC. | 413448 | 21,368.36 | (25,330.70) | (3,962.34) |
| CHESAPEAKE EM | 413483 | 50,682.01 | (6,325.64) | 44,356.37 |
| CHEVRON | 408257 | 651,341.06 | (1,199,114.10) | (547,773.04) |
| CHSAPKE-DEL | 415975 | 15,000.25 | (43,522.78) | (28,522.53) |
| CHSAPKE-MD | 415976 | 600.75 | (21,509.89) | (20,909.14) |
| CIMA ENERGY, LTD | 413406 | 23,490.12 | (25,268.57) | (1,778.45) |
| CINERGY M&T | 408181 | 1,263,918.81 | (4,166,645.00) | (2,922,726.19) |
| CITY OF MONROE NORTH CAROLINA | 415912 | - | (16,672.75) | (16,672.75) |
| COENERGY | 413320 | 81,274.04 | (317,384.85) | (236,110.81) |
| COKINOS NAT GAS | 413324 | 471,282.31 | (807,041.54) | (335,759.23) |
| COLONIAL ENERGY | 413326 | 66,262.24 | (13,213.63) | 53,048.61 |
| COLONIAL OIL | 415847 | 28,466.87 | (55.16) | 28,431.51 |
| COLUMBIA UTILITIES HEATING | 415856 | - | (5,867.10) | (5,867.10) |
| COMSTOCK RES. | 413256 | 240,375.41 | (310,762.44) | (70,387.03) |
| CON ED | 413279 | 1,193,676.95 | (487,940.72) | 705,736.23 |
| CONNECTIV ES | 407871 | 728,370.05 | (42,677.14) | 685,692.91 |
| CONOCOPHILLIPS | 407886 | 3,622,583.06 | (3,126,382.34) | 494,200.72 |
| CONSOLIDATED EDISON ENERGY | 407764 | 26.30 | - | 26.30 |
| CONSTELLATION ENERGY COMM GRP | 413187 | 1,510,438.88 | (414,787.68) | 1,095,651.20 |
| COOK INLET ENER | 407807 | 90,095.34 | (69,437.87) | 20,657.47 |
| CORAL ENERGY | 407705 | 1,554,722.36 | (3,547,879.15) | (1,993,156.79) |
| CORAL POWER | 407707 | - | (144.25) | (144.25) |
| CPLC | 408426 | 2,307,655.17 | (3,722,664.42) | (1,415,009.25) |

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| Customer | Number | Purchase \$ | Sales \$ | Net \$ |
|--------------------------------|--------|--------------|----------------|----------------|
| CROSSTEX ENERGY SERVICES | 407572 | 2,264,647.48 | (1,043,112.04) | 1,221,535.44 |
| DAUPHIN ISLAND | 415832 | 130,639.82 | (755,057.86) | (624,418.04) |
| DESTIN PIPELINE | 407319 | 1,400,670.63 | (1,173,967.36) | 226,703.27 |
| DEVON ENERGY PRODUCTION CO LP | 407331 | 1,424,431.21 | (3,346,474.45) | (1,922,043.24) |
| DIMENSION ENERGY COMPANY | 413038 | - | (6,431.45) | (6,431.45) |
| DISCOVERY GAS TRANSMISSION LLC | 407251 | 18,223.92 | - | 18,223.92 |
| DOMINION EXPLORATION & PROD | 407289 | 971,133.35 | (1,255,111.17) | (283,977.82) |
| DOMINION FIELD SERVICES, INC. | 413058 | 34,426.10 | - | 34,426.10 |
| DOW P/L | 415762 | 298,092.36 | (127,473.40) | 170,618.96 |
| DUKE EG TD & MK | 407124 | 2,882.47 | (4,325.02) | (1,442.55) |
| DUKE ENERGY FIELD SERV,L.P. | 407120 | 1,007,357.45 | (1,502,427.53) | (495,070.08) |
| DUKE ENERGY MARKETING AMERICA | 412978 | 185,654.94 | (255,500.06) | (69,845.12) |
| DYNEGY TRA | 412990 | 137,544.08 | (42,595.68) | 94,948.40 |
| EAGLE ENERGY PARTNERS | 419803 | 9,114.00 | - | 9,114.00 |
| EAGLE ENERGY PARTNERS I, L.P. | 407175 | 328,116.32 | (16,754.82) | 311,361.50 |
| EAST TENNESSEE NATURAL GAS,LLC | 415784 | 373,932.05 | (550,782.21) | (176,850.16) |
| EL PASO FIELD SERVICES | 415688 | 280,325.64 | (54,402.83) | 225,922.81 |
| EL PASO MARKETING, L. P. | 414253 | 440,991.34 | (688,132.06) | (247,140.72) |
| EL PASO PRODUCTION COMPANY | 407014 | 42,002.12 | (50,089.17) | (8,087.05) |
| EL PASO PRODUCTION GOM | 415700 | - | (28,366.50) | (28,366.50) |
| EMC NATURAL GAS INC | 415708 | - | (9,521.24) | (9,521.24) |
| ENBRIDGE MARKETING (U.S.) L.P. | 406963 | 16,427.45 | (10,018.93) | 6,408.52 |
| ENBRIDGE MIDCOAST ENERGY | 406964 | 2,860.39 | (74,383.98) | (71,523.59) |
| ENBRIDGE MKTNG | 415712 | 6,788.64 | (237,491.94) | (230,703.30) |
| ENBRIDGE OFFSHORE P/L (UTOS) | 412878 | 549,096.62 | (2,293,977.92) | (1,744,881.30) |
| ENBRIDGE PIPE | 406965 | 423,825.63 | (1,140,916.77) | (717,091.14) |
| ENERGY PARTNERS | 412902 | - | (75,643.49) | (75,643.49) |
| ENERGY RES TECH | 406872 | 29,786.18 | (178,140.31) | (148,354.13) |
| ENI PETROLEUM CO. INC. | 406893 | 134,851.24 | (163,076.61) | (28,225.37) |
| ENJET, INC. | 412816 | - | (3,714.58) | (3,714.58) |
| ENLINE ENERGY S | 412817 | 46,565.91 | (47,812.52) | (1,246.61) |
| ENSTOR OPERATING CO | 415635 | 458,141.70 | (59,122.17) | 399,019.53 |
| ENTERGY-KOCH TRADING | 412842 | 112,153.99 | (250,349.95) | (138,195.96) |
| ENTERPRISE PRODUCTS O | 406914 | 243,465.20 | (2,812,595.05) | (2,569,129.85) |
| EEO RESOURCES, INC. | 406815 | 624,284.99 | (534,642.85) | 89,642.14 |
| EXELON | 412787 | 10,813.17 | (27,055.62) | (16,242.45) |
| EXXONMOBIL | 415653 | 2,144,714.30 | (4,325,743.78) | (2,181,029.48) |
| FAIRWAY PRODUCER SERVICES | 415659 | 8,059.43 | (76,917.77) | (68,858.34) |
| FAIRWAYS OFFSHORE EXPLORATION | 406893 | 35,139.74 | (64,494.91) | (29,355.17) |
| FLA GAS TRANS | 406598 | 7,091,831.21 | (1,192,049.57) | 5,899,781.64 |
| FOREST OIL | 406510 | 58,244.83 | (145,570.66) | (87,325.83) |
| FPL EPM | 412759 | 471,734.04 | (124,960.69) | 346,773.35 |
| F-W | 412680 | 1,110.99 | - | 1,110.99 |
| GARDEN BANKS | 415605 | 1,224,123.20 | (975,496.76) | 248,626.44 |
| GASMARK/UGI D/V | 410444 | 1,731.80 | (233.22) | 1,498.58 |
| GATEWAY GATHERING & MARKETING | 406283 | 33,754.22 | (98,044.32) | (64,290.10) |
| GREAT EASTERN ENERGY | 415538 | 12.53 | (3,631.97) | (3,619.44) |
| GREER | 415859 | 92,181.36 | (37,558.45) | 54,622.91 |
| GRYPHON EX COMP | 406042 | 218,255.25 | (87,187.21) | 131,068.04 |
| GULF SOUTH PIPELINE COMPANY, L | 406070 | 570,396.73 | (404,334.83) | 166,061.90 |
| GULFTERRA INTRASTATE, L.P. | 407006 | (72,594.19) | (212,698.50) | (285,292.69) |
| HATTIESBURG STG | 415572 | 465,193.74 | (85,437.55) | 379,756.19 |
| HEADINGTON OIL LP | 412441 | 88,307.74 | - | 88,307.74 |
| HILCORP ENERGY | 412478 | 299,196.17 | (156,190.43) | 143,005.74 |
| HORSEHEAD RESRC | 415493 | 1,118.93 | - | 1,118.93 |
| HOUSTON EXPLORATION CO | 405743 | 11,610.43 | (7,455.57) | 4,154.86 |
| HOUSTON P/L | 405753 | 317,373.31 | (28,646.93) | 288,726.38 |
| HUBER ENERGY SERVICES | 415498 | - | (1,263.62) | (1,263.62) |

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| Customer | Number | Purchase \$ | Sales \$ | Net \$ |
|--------------------------------|--------|--------------|----------------|----------------|
| HUDSON | 415499 | - | (7,661.60) | (7,661.60) |
| HUNT CHIEF | 405852 | 169,716.11 | (222,976.70) | (53,260.59) |
| HUNT PETRO (AEC) | 415501 | 56,135.95 | (80,707.88) | (24,571.93) |
| INDUSTRIAL FUEL COMPANY | 415508 | 59,804.47 | (16,200.50) | 43,603.97 |
| INFINITE | 412371 | 17,136.60 | (13,650.84) | 3,485.76 |
| J. ARON & CO. | 405346 | - | (586.36) | (586.36) |
| JUNIPER ENERGY LP | 412208 | - | (2,372.74) | (2,372.74) |
| KAISER-FRANCIS OIL | 405070 | 9,320.46 | (18,552.45) | (9,231.99) |
| KCS ENERGY MKTG | 412129 | 33,261.39 | (70,884.40) | (37,623.01) |
| KERR-MCGEE CORP | 412148 | 1,656,133.28 | (4,201,569.72) | (2,545,436.44) |
| KEYSPAN RAVEN | 412154 | 3,059.87 | - | 3,059.87 |
| KEYSPAN-LONG IS | 415370 | - | (7.75) | (7.75) |
| KIAC PARTNERS | 415372 | 70,283.88 | (5,237.43) | 65,046.45 |
| KINDER MORGAN TEJAS PIPELINE | 412166 | 651,384.66 | (533,304.11) | 118,080.55 |
| KINGS MOUNTAIN | 413344 | 24,345.93 | (9,620.24) | 14,725.69 |
| LA LND & EXPLOR | 415327 | 10,665.32 | (25,762.12) | (15,096.80) |
| LAURENS | 413346 | 9,659.17 | (4,745.69) | 4,913.48 |
| LENOX CHINA | 415408 | 148.92 | - | 148.92 |
| LEXINGTON | 413347 | 65,353.56 | (152,684.69) | (87,331.13) |
| LG&E ENERGY MARKETING INC. | 404782 | - | (134.52) | (134.52) |
| LIBERTY, MS | 414772 | - | (10.80) | (10.80) |
| LLOG EXPLORATION COMPANY | 404707 | 404,706.10 | (456,500.46) | (51,794.36) |
| LOUIS DREYFUS ENERGY SERV | 404625 | 1,988,593.73 | (3,275,197.22) | (1,286,603.49) |
| LOUISIANA INTRA | 415326 | 5,090.20 | (754.80) | 4,335.40 |
| MAGNUM | 412004 | 416,616.53 | (635,187.22) | (218,570.69) |
| MAGNUS ENERGY MARKETING, LTD. | 415337 | 238.77 | (2,069.21) | (1,830.44) |
| MANTA RAY OFFSH | 415341 | 356,366.80 | (1,527,373.86) | (1,170,987.06) |
| MARATHON OIL CO | 404532 | 25,045.10 | (33,897.54) | (8,852.44) |
| MARINER ENERGY, INC. | 404549 | 137,329.77 | (481,335.69) | (344,005.92) |
| MARITECH RESOURCES | 404551 | 14,269.76 | (36,392.94) | (22,123.18) |
| MARLIN ENERGY OFFSHORE | 415348 | 7,890.39 | (26,645.81) | (20,755.42) |
| MCMORAN | 411880 | 130,181.33 | (197,954.82) | (67,773.49) |
| MERIT ENERGY | 404236 | 2,023.10 | (1,540.63) | 482.47 |
| MERRILL LYNCH COMMODITIES, INC | 411906 | 818,426.01 | (60,189.05) | 758,236.96 |
| MGAGA | 404027 | 287,646.53 | (690,926.43) | (403,279.90) |
| MID LA GAS | 415281 | 21,901.75 | (73,963.20) | (52,051.45) |
| MIDCON TX | 415264 | 546,376.28 | (120,547.48) | 425,828.80 |
| MIECO, INC. | 404220 | 69,153.89 | (66,954.82) | 2,199.07 |
| MIRANT AMERICAS ENER | 404141 | 20,838.56 | (2,955.29) | 17,883.27 |
| MISSION RESOURCES CORP | 411794 | 5,321.80 | (34,502.55) | (29,180.75) |
| MISSION VALLEY PIPELINE | 415291 | 143,825.30 | (1,475,888.09) | (1,332,062.79) |
| MMS | 414645 | 82,304.26 | (127,781.18) | (45,476.92) |
| MORGAN STANLEY | 404100 | 62,871.84 | (37,266.95) | 25,604.89 |
| Murphy GG | 411757 | 140,660.15 | (468,888.20) | (328,028.05) |
| NATL FUEL DIST | 411671 | 5,277.57 | (11.40) | 5,266.17 |
| NCX | 411688 | 5,911.11 | (7,294.02) | (1,382.91) |
| NE&T | 403972 | 21,766.72 | (350,904.56) | (329,137.84) |
| NEUMIN PROD | 411696 | 8,962.90 | (23,384.31) | (14,421.41) |
| NEWFIELD | 403837 | 112,606.36 | (80,100.30) | 32,506.06 |
| NEXEN MARKETING U.S.A. | 411611 | 24,032.91 | (24,080.43) | (47.52) |
| NEXEN PETROLEUM SALES | 411612 | 1,076,712.79 | (1,263,171.23) | (186,458.44) |
| NIMO | 411621 | 11,956.58 | - | 11,956.58 |
| NJ NAT | 403809 | 152,293.09 | (1,805.99) | 150,487.10 |
| NJR ENERGY SERVICES C | 403741 | 34,837.32 | (4,926.67) | 29,910.65 |
| NOBLE ENE MRKTG | 411632 | 647,789.86 | (678,466.40) | (30,676.54) |
| NOBLE ENERGY INC | 403744 | 40,530.44 | (90,679.38) | (50,148.94) |
| NOBLE GAS P/L | 415249 | - | (253,251.95) | (253,251.95) |
| NRG POWER MARKETING, INC. | 411590 | 928.43 | (4,052.47) | (3,124.04) |

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| OCCIDENTAL ENERGY MARKETING | 403598 | 781,244.97 | (365,128.43) | 416,116.54 |
| OGE ENERGY | 403628 | 150,559.51 | (192,257.27) | (41,697.76) |
| OGLETHORPE POWER | 411518 | 685,467.06 | (187,946.88) | 497,520.18 |
| ONEOK ENERGY MKTG & TRADING | 403472 | 25.06 | (1,670.47) | (1,645.41) |
| OWENS CORNING | 411462 | 101,574.74 | (24,101.44) | 77,473.30 |
| PANDA-ROSEMARY | 415117 | 31,700.40 | (38,161.32) | (6,460.92) |
| PECO ENERGY | 411416 | 175,367.25 | (53,945.98) | 121,421.27 |
| PELICAN GAS | 415135 | 12,295.16 | (26,616.23) | (14,321.07) |
| PEPCO ENERGY SERVICES | 411428 | 5,669.27 | (31,295.37) | (25,626.10) |
| PETAL GAS STORAGE, L.L.C. | 415150 | 247,832.19 | (48,228.33) | 199,603.86 |
| PETROCOM | 403334 | 221,995.73 | (34,117.76) | 187,877.97 |
| PIEDMONT NAT | 403266 | 228,817.94 | (248,337.61) | (19,519.67) |
| PIONEER NATURAL RESOURCES USA | 403162 | 1,233,792.70 | (1,075,187.97) | 158,604.73 |
| PIVOTAL UTILITY HOLDINGS, INC. | 415174 | 1,078,832.19 | - | 1,078,832.19 |
| PPL ENPLUS | 403027 | 212,198.68 | (367,965.86) | (155,767.20) |
| PPL GAS UTILITIES COR | 415087 | 78,098.09 | (97,798.40) | (19,700.31) |
| PRIME ENERGY | 415091 | - | (259.91) | (259.91) |
| PROGRESS VEN | 402997 | 50,553.75 | (19,098.51) | 31,455.24 |
| PROLIANCE ENERGY | 403007 | 31.34 | (278.25) | (246.91) |
| PSEG ENERGY | 402903 | 245,178.48 | (227,421.51) | 17,756.97 |
| PSNC | 411299 | 274,534.31 | (255,647.52) | 18,886.79 |
| RANGE ENERGY SERVICES | 415012 | 29,286.36 | (11,287.44) | 17,998.92 |
| RELIANT | 402718 | 150,808.06 | (325,422.43) | (174,614.37) |
| S JERSEY GAS | 410938 | 983,678.49 | (168,144.07) | 815,534.42 |
| S. JERSEY RES. | 410841 | 18,631.01 | (5,773.43) | 12,857.58 |
| SAMSON RESOURCES COMPANY | 402395 | 237,888.28 | (138,542.02) | 99,346.26 |
| SC P/L | 410935 | 235,581.47 | (54,323.45) | 181,258.02 |
| SCANA ENERGY MK | 411008 | 222,290.48 | (424,993.68) | (202,703.20) |
| SELECT ENR | 411036 | 1,477.55 | (67.26) | 1,410.29 |
| SEMPRA ENERGY | 402272 | 1,091,383.77 | (681,130.45) | 410,253.32 |
| SEQUENT, LP | 402284 | 1,658,443.85 | (926,830.27) | 731,613.58 |
| SHELBY | 413365 | 24,100.84 | (25,872.39) | (1,771.55) |
| SHELL | 412999 | 424.66 | - | 424.66 |
| SHELL ENERGY SERVICES | 414913 | - | (43,514.00) | (43,514.00) |
| SHELL GULF OF MEXICO INC. | 410970 | 260,291.47 | (409,809.80) | (149,518.33) |
| SHELL OFFSHORE | 402199 | 3,806,438.04 | (4,203,466.68) | (597,028.64) |
| SHORELINE GAS | 410981 | 60,600.59 | (41,015.64) | 19,584.95 |
| SONAT | 410856 | 65,514.71 | (32,976.21) | 32,538.50 |
| SOUTHERN CO | 401898 | 210,980.86 | (311,346.89) | (100,366.03) |
| SOUTHERN UNION COMPANY | 410862 | 5,402.32 | (84.98) | 5,317.34 |
| SOUTHSTAR | 410864 | 32,682.55 | (41,013.55) | (8,331.00) |
| SOUTHWEST ENERGY LP | 414859 | 209,687.27 | (333,261.29) | (123,574.02) |
| SPINNAKER EXP. | 401868 | 490,385.82 | (1,595,552.22) | (1,105,166.40) |
| SPN RESOURCES | 410885 | - | (184,632.66) | (184,632.66) |
| SPRAGUE ENERGY | 401975 | 2,704.56 | (4,906.14) | (2,201.58) |
| STATOIL NATURAL GAS | 414883 | 435,740.72 | (74,971.66) | 360,768.86 |
| STONE ENER CORP | 414894 | 16,751.14 | (4,796.31) | 11,954.83 |
| SUEZ ENERGY MARKETING NA, INC. | 401256 | 8,029.78 | (2,328.66) | 5,700.92 |
| SUNOCO R&M | 410774 | 111,586.72 | (1,926,588.15) | (1,815,001.43) |
| SUPERIOR N/G | 401629 | 881,801.83 | (1,472,838.52) | (591,036.59) |
| SUPERIOR PROCESSING | 401630 | 656,165.85 | (694,795.01) | (38,629.16) |
| SW VA GAS | 410873 | 16,066.52 | (8,817.83) | 7,248.69 |
| SWEETHEART | 414808 | 20,972.60 | (25,068.67) | (4,096.07) |
| SYLACAUGA UTILITIES BOARD | 414807 | - | (3,115.57) | (3,115.57) |
| TARGA LOUISIANA FIELD SERVICES | 401584 | 80.67 | (213.08) | (132.41) |
| TAYLOR ENERGY | 410715 | 2,521.67 | (62,241.81) | (59,720.14) |
| TDC ENERGY CORP | 401482 | 3,288.37 | (1,803.54) | 1,484.83 |
| TEC TRADING | 414819 | 6,770.28 | (769,797.45) | (763,027.17) |

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| TEJAS GAS P/L | 414824 | 198,299.84 | (8,116.27) | 190,183.57 |
| TEMCO | 414826 | 1,344,225.26 | (3,462,603.79) | (2,118,378.53) |
| TENASKA ALABAMA | 401532 | - | (26,008.78) | (26,008.78) |
| TENASKA ALABAMA II PARTNERS | 414827 | - | (528.73) | (528.73) |
| TENASKA MARKETING VENTURES | 401404 | 234,444.01 | (350,479.33) | (116,035.32) |
| TENASKA VIRGINIA PARTNERS, LP | 414831 | - | (708.73) | (708.73) |
| TENN GAS PIPE | 401409 | 1,500,604.00 | (3,297,019.35) | (1,796,415.35) |
| TETCO | 401454 | 225,582.94 | (355,372.47) | (129,789.53) |
| TEXICAN HORIZON ENERGY MKTG | 416548 | - | (850.01) | (850.01) |
| TEXICAN NAT GAS | 410667 | 157,776.23 | (4,019.40) | 153,756.83 |
| TEXLA | 401347 | 134,507.81 | (17,059.30) | 117,448.51 |
| TEXON L.P. | 414748 | 3,586.33 | (16,617.84) | (13,031.51) |
| TGPL-MERCHANT SERVICE | 416596 | 443,679.15 | (3,804,416.60) | (3,360,737.45) |
| THE ENERGY AUTHORITY | 406983 | 221,477.55 | (149,886.42) | 71,591.13 |
| THE WISER OIL COMPANY | 410121 | 8,126.55 | (138,931.97) | (130,805.42) |
| TIGER NAT. GAS | 410527 | 589.40 | (118.80) | 470.60 |
| TOTAL E & P USA | 401229 | 436,749.13 | (143,445.77) | 293,303.36 |
| TOTAL GAS & POWER NORTH AMERIC | 414770 | 263,465.79 | (682,784.20) | (419,318.41) |
| TOTAL GAS AND ELECTRIC, INC. | 414769 | 18.50 | (1,683.62) | (1,665.12) |
| TRIGEN-NASSAU | 414714 | - | (6.66) | (6.66) |
| TRISTAR GAS MKT | 401093 | 63,133.16 | (286,338.30) | (223,205.14) |
| TRUNKLINE GAS COMPANY | 414720 | 253,538.36 | (729,864.37) | (476,326.01) |
| TX GAS TRANS | 401458 | 22,474,568.76 | (22,563,762.38) | (89,193.62) |
| TXU PORTFOLIO | 414727 | 28,222.92 | (6,170.49) | 22,052.43 |
| TYSON | 414729 | 63,803.30 | - | 63,803.30 |
| UBS AG | 414730 | 116,486.29 | (108,737.50) | 7,748.79 |
| UGI UTILITIES | 400967 | 72,933.37 | (23,125.50) | 49,807.87 |
| UNION SC | 415822 | 40,004.90 | (30,300.62) | 9,704.28 |
| UNITED ENERGY TRADING, LLC | 401007 | 1,574.93 | - | 1,574.93 |
| UNOCAL | 427238 | 405,652.83 | - | 405,652.83 |
| UNOCAL ENERGY | 400710 | 204,117.46 | (674,699.87) | (470,582.41) |
| UPSTREAM ENG | 400719 | 12,395.99 | (400,107.55) | (387,711.56) |
| UTILITY RESOURCE SOLUTIONS | 410408 | - | (13.16) | (13.16) |
| VECTREN RETAIL, LLC | 414661 | 69.05 | (40.00) | 29.05 |
| VINTAGE GAS | 410352 | 212.57 | (2,667.87) | (2,455.30) |
| VISY PAPER, INC | 414670 | 16,035.87 | (25,271.91) | (9,236.04) |
| VP SERVICES | 410357 | 56,025.19 | (1,290.06) | 54,735.13 |
| VPEM | 400480 | 1,787,969.19 | (709,080.15) | 1,078,889.04 |
| W & T OFFSHORE | 410266 | 34,001.05 | (176,757.37) | (142,756.32) |
| W.GAS RESOURCES | 400397 | 3,789.98 | (9,999.16) | (6,209.18) |
| WALTON | 414680 | - | (25,792.11) | (25,792.11) |
| WASH GAS NRG SV | 410301 | 24,618.78 | - | 24,618.78 |
| WESTPORT RESOURCES | 7541 | 2,853.14 | (15,670.06) | (12,716.92) |
| WFS GULF COAST | 414614 | 2,647.01 | (2,978,341.92) | (2,975,694.91) |
| WGL | 400432 | 28,526.70 | (93,446.56) | (64,919.86) |
| WILLIAMS FIELD | 400264 | 20,074,968.22 | (15,070,792.64) | 5,004,195.58 |
| WILLIAMS POWER COMPANY | 400155 | 149,697.67 | (688,531.56) | (738,833.89) |
| WOODWARD | 400105 | 133,361.48 | (194,771.22) | (61,389.74) |
| ZEN-NOH GRAIN CORPORATION | 414586 | - | (450.20) | (450.20) |
| | | <u>126,378,261.71</u> | <u>(149,305,001.96)</u> | <u>(22,926,740.25)</u> |

Transcontinental Gas Pipe Line Corporation
Gain (Loss) From Cashout
August 2004 - July 2005

APPENDIX B
PAGE 1 OF 4

| | <u>Volume</u> | <u>Avg Rate</u> | <u>Amount</u> | <u>Cumulative</u> |
|--------------------------------|------------------|-----------------|--------------------|-------------------|
| | Dt | \$ | \$ | Gain(Loss) |
| | | | | \$ |
| Balances @ July 2004 | | | | (11,156,375) |
| August 2004 | | | | |
| Cashout Sales To: | | | | |
| Shippers | 959,005 | 6.0835 | 5,834,103 | |
| System Inventory 1/ | <u>497,244</u> | 6.0701 | <u>3,018,321</u> | |
| Subtotal Sales | 1,456,249 | | 8,852,424 | |
| Cashout Purchases From: | | | | |
| Shippers | (1,456,249) | 6.0701 | (8,839,608) | |
| SMG Purchases | 0 | 0.0000 | 0 | |
| System Inventory 2/ | <u>0</u> | 0.0000 | <u>0</u> | |
| Subtotal Purchases | (1,456,249) | | (8,839,608) | |
| Gain(Loss) From Cashout | 0 | | 12,816 | (11,143,559) |
| September 2004 | | | | |
| Cashout Sales To: | | | | |
| Shippers | 1,320,291 | 6.1695 | 8,145,529 | |
| System Inventory 1/ | <u>486,877</u> | 5.5547 | <u>2,704,456</u> | |
| Subtotal Sales | 1,807,168 | | 10,849,985 | |
| Cashout Purchases From: | | | | |
| Shippers | (1,807,168) | 5.5547 | (10,038,284) | |
| SMG Purchases | 0 | 0.0000 | 0 | |
| System Inventory 2/ | <u>0</u> | 5.2042 | <u>0</u> | |
| Subtotal Purchases | (1,807,168) | | (10,038,284) | |
| Gain(Loss) From Cashout | 0 | | 811,701 | (10,331,858) |
| October 2004 | | | | |
| Cashout Sales To: | | | | |
| Shippers | 1,931,931 | 5.4046 | 10,441,269 | |
| SMG Sale | 0 | 0.0000 | 0 | |
| System Inventory 1/ | <u>0</u> | 0.0000 | <u>0</u> | |
| Subtotal Sales | 1,931,931 | | 10,441,269 | |
| Cashout Purchases From: | | | | |
| Shippers | (1,596,162) | 4.9816 | (7,951,429) | |
| SMG Purchases | 0 | 0.0000 | 0 | |
| System Inventory 2/ | <u>(335,769)</u> | 5.3743 | <u>(1,804,523)</u> | |
| Subtotal Purchases | (1,931,931) | | (9,755,952) | |
| Gain(Loss) From Cashout | 0 | | 685,317 | (9,646,541) |

Transcontinental Gas Pipe Line Corporation
Gain (Loss) From Cashout
August 2004 - July 2005

APPENDIX B
PAGE 2 OF 4

| | <u>Volume</u> | <u>Avg Rate</u> | <u>Amount</u> | <u>Cumulative</u> |
|--------------------------------|--------------------|-----------------|---------------------|-------------------|
| | Dt | \$ | \$ | Gain(Loss) |
| | | | | \$ |
| November 2004 | | | | |
| Cashout Sales To: | | | | |
| Shippers | 3,315,549 | 6.9221 | 22,950,634 | |
| System Inventory 1/ | 0 | 0.0000 | 0 | |
| Subtotal Sales | <u>3,315,549</u> | | <u>22,950,634</u> | |
| Cashout Purchases From: | | | | |
| Shippers | (1,227,424) | 5.5726 | (6,839,894) | |
| SMG Purchases | 0 | 0.0000 | 0 | |
| System Inventory 2/ | <u>(2,088,125)</u> | 5.3743 | <u>(11,222,210)</u> | |
| Subtotal Purchases | <u>(3,315,549)</u> | | <u>(18,062,104)</u> | |
| Gain(Loss) From Cashout | 0 | | 4,888,530 | (4,758,011) |
| December 2004 | | | | |
| Cashout Sales To: | | | | |
| Shippers | 1,646,557 | 6.4867 | 10,680,652 | |
| System Inventory 1/ | 0 | 0.0000 | 0 | |
| Subtotal Sales | <u>1,646,557</u> | | <u>10,680,652</u> | |
| Cashout Purchases From: | | | | |
| Shippers | (1,595,493) | 5.6832 | (9,067,475) | |
| SMG Purchases | 0 | 0.0000 | 0 | |
| System Inventory 2/ | <u>(51,064)</u> | 5.3743 | <u>(274,433)</u> | |
| Subtotal Purchases | <u>(1,646,557)</u> | | <u>(9,341,908)</u> | |
| Gain(Loss) From Cashout | 0 | | 1,338,744 | (3,419,267) |
| January 2005 | | | | |
| Cashout Sales To: | | | | |
| Shippers | 1,337,241 | 6.4615 | 8,640,576 | |
| System Inventory 1/ | <u>1,341,424</u> | 6.1602 | <u>8,263,440</u> | |
| Subtotal Sales | <u>2,678,665</u> | | <u>16,904,016</u> | |
| Cashout Purchases From: | | | | |
| Shippers | (2,678,665) | 6.1602 | (16,501,005) | |
| SMG Purchases | 0 | 0.0000 | 0 | |
| System Inventory 2/ | 0 | 0.0000 | 0 | |
| Subtotal Purchases | <u>(2,678,665)</u> | | <u>(16,501,005)</u> | |
| Gain(Loss) From Cashout | 0 | | 403,010 | (3,016,257) |

Transcontinental Gas Pipe Line Corporation
Gain (Loss) From Cashout
August 2004 - July 2005

APPENDIX B
PAGE 3 OF 4

| | <u>Volume</u> | <u>Avg Rate</u> | <u>Amount</u> | <u>Cumulative</u> <u>Gain(Loss)</u> |
|-------------------------|--------------------|-----------------|--------------------|--|
| | Dt | \$ | \$ | \$ |
| February 2005 | | | | |
| Cashout Sales To: | | | | |
| Shippers | 1,825,859 | 6.1459 | 11,221,593 | |
| System Inventory 1/ | <u>0</u> | 0.0000 | <u>0</u> | |
| Subtotal Sales | 1,825,859 | | 11,221,593 | |
| Cashout Purchases From: | | | | |
| Shippers | (1,448,713) | 5.7841 | (8,379,521) | |
| SMG Purchases | 0 | 0.0000 | 0 | |
| System Inventory 2/ | <u>(377,146)</u> | 5.5059 | <u>(2,076,528)</u> | |
| Subtotal Purchases | (1,825,859) | | (10,456,049) | |
| Gain(Loss) From Cashout | 0 | | 765,544 | (2,250,713) |
| March 2005 | | | | |
| Cashout Sales To: | | | | |
| Shippers | 5,221,838 | 6.1937 | 32,342,303 | |
| System Inventory 1/ | <u>0</u> | 0.0000 | <u>0</u> | |
| Subtotal Sales | 5,221,838 | | 32,342,303 | |
| Cashout Purchases From: | | | | |
| Shippers | (4,091,399) | 6.0638 | (24,809,511) | |
| SMG Purchases | 0 | 0.0000 | 0 | |
| System Inventory 2/ | <u>(1,130,439)</u> | 5.5059 | <u>(6,224,084)</u> | |
| Subtotal Purchases | (5,221,838) | | (31,033,595) | |
| Gain(Loss) From Cashout | 0 | | 1,308,708 | (942,005) |
| April 2005 | | | | |
| Cashout Sales To: | | | | |
| Shippers | 1,902,033 | 7.1006 | 13,505,516 | |
| System Inventory 1/ | <u>0</u> | 0.0000 | <u>0</u> | |
| Subtotal Sales | 1,902,033 | | 13,505,516 | |
| Cashout Purchases From: | | | | |
| Shippers | (732,075) | 6.7614 | (4,949,816) | |
| SMG Purchases | 0 | 0.0000 | 0 | |
| System Inventory 2/ | <u>(1,169,958)</u> | 5.5059 | <u>(6,441,672)</u> | |
| Subtotal Purchases | (1,902,033) | | (11,391,488) | |
| Gain(Loss) From Cashout | 0 | | 2,114,028 | 1,172,023 |

Transcontinental Gas Pipe Line Corporation
Gain (Loss) From Cashout
August 2004 - July 2005

APPENDIX B
PAGE 4 OF 4

| | <u>Volume</u> | <u>Avg Rate</u> | <u>Amount</u> | <u>Cumulative</u> <u>Gain(Loss)</u> |
|--------------------------------|------------------|-----------------|--------------------|--|
| | Dt | \$ | \$ | \$ |
| May 2005 | | | | |
| Cashout Sales To: | | | | |
| Shippers | 878,732 | 7.1420 | 6,275,928 | |
| System Inventory 1/ | <u>598,704</u> | 7.0101 | <u>4,196,975</u> | |
| Subtotal Sales | 1,477,436 | | 10,472,903 | |
| Cashout Purchases From: | | | | |
| Shippers | (1,477,436) | 7.0101 | (10,356,977) | |
| SMG Purchases | 0 | 0.0000 | 0 | |
| System Inventory 2/ | <u>0</u> | 0.0000 | <u>0</u> | |
| Subtotal Purchases | (1,477,436) | | (10,356,977) | |
| Gain(Loss) From Cashout | 0 | | 115,926 | 1,287,949 |
| June 2005 | | | | |
| Cashout Sales To: | | | | |
| Shippers | 1,140,027 | 6.6497 | 7,580,871 | |
| System Inventory 1/ | <u>614,734</u> | 6.3563 | <u>3,907,434</u> | |
| Subtotal Sales | 1,754,761 | | 11,488,305 | |
| Cashout Purchases From: | | | | |
| Shippers | (1,754,761) | 6.3563 | (11,153,796) | |
| SMG Purchases | 0 | 0.0000 | 0 | |
| System Inventory 2/ | <u>0</u> | 0.0000 | <u>0</u> | |
| Subtotal Purchases | (1,754,761) | | (11,153,796) | |
| Gain(Loss) From Cashout | 0 | | 334,508 | 1,622,457 |
| July 2005 | | | | |
| Cashout Sales To: | | | | |
| Shippers | 1,623,357 | 7.1987 | 11,686,028 | |
| System Inventory 1/ | <u>0</u> | 0.0000 | <u>0</u> | |
| Subtotal Sales | 1,623,357 | | 11,686,028 | |
| Cashout Purchases From: | | | | |
| Shippers | (1,111,963) | 6.7367 | (7,490,947) | |
| SMG Purchases | 0 | 0.0000 | 0 | |
| System Inventory 2/ | <u>(511,394)</u> | 5.7233 | <u>(2,926,861)</u> | |
| Subtotal Purchases | (1,623,357) | | (10,417,808) | |
| Gain(Loss) From Cashout | 0 | | 1,268,220 | 2,890,677 |

Note:

- 1/ For each month in which shippers' transactions provide excess supplies, cashout sales to system inventory are added to system inventory at the weighted average cost of cashout purchases that month.
- 2/ For each month in which shippers' transactions provide inadequate supplies, cashout purchases from system inventory are supplied from current reductions in system inventory at the weighted average cost of the accumulated system inventory.



Gas Pipeline - Transco
2800 Post Oak Boulevard (77056)
P.O. Box 1396
Houston, Texas 77251-1396
713-215-4060

September 19, 2005

Reference: Annual Cash-Out Reporting

To the Party Addressed:

Section 15 of the General Terms and Conditions of Transcontinental Gas Pipe Line Corporation's (Transco) Third Revised Volume No. 1 Tariff provides that, for each annual billing period, Transco will refund or carry forward the difference between revenues received and the costs incurred under Transco's cash-out provisions. As of the end of the annual billing period August 1, 2004 through July 31, 2005, Transco's cumulative cash-out revenues exceeded the costs incurred. Therefore, Transco is refunding excess cash-out revenues in the amount of \$2,890,677 to firm and interruptible transportation customers and OBA parties on a pro rata basis in accordance with the transportation volumes Transco has delivered for firm and interruptible shippers and the measured quantities at locations where an OBA agreement is in effect during the annual billing period ending July 31, 2005.

Enclosed is a check for your portion of the "excess" revenue. If you have any questions concerning the refund calculations, please contact James Corley at (713) 215-4607. If you have questions concerning the check distribution, please contact Sherry Strong at (713) 215-4469.

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
CASH OUT REFUND
PRORATION OF CUMULATIVE NET OVERRECOVERIES @ JULY 31, 2005

TOTAL AMOUNT OF REFUND:

\$2,890,677.00

| BILL PARTY NUMBER | BILL PARTY NAME | BASIS OF ALLOCATION 1/ Dt | ALLOCATION FACTOR % | PRORATION OF REFUND AMOUNT \$ |
|-------------------|---------------------------------------|------------------------------|---------------------|-------------------------------|
| 410078 | ACN POWER | 317,078 | 0.007731007 | 223.48 |
| 409768 | ADAMS RESOURCES MARKETING, LTD. | 4,827,242 | 0.117697986 | 3,402.27 |
| 410026 | ALABAMA GAS CORPORATION | 7,476,272 | 0.182286729 | 5,269.32 |
| 416113 | ALGONQUIN GAS TRANSMISSION, LLC | 27,026,844 | 0.658969470 | 19,048.68 |
| 409456 | AMERADA HESS CORPORATION | 76,208,830 | 1.858126398 | 53,712.43 |
| 409903 | ANADARKO E&P COMPANY LP | 25,669 | 0.000625862 | 18.09 |
| 409435 | ANADARKO ENERGY SERVICES COMPANY | 10,532,235 | 0.256797328 | 7,423.18 |
| 409341 | ANR PIPELINE COMPANY | 21,261,259 | 0.518392771 | 14,985.06 |
| 409359 | APACHE CORPORATION | 61,866,962 | 1.508442463 | 43,604.20 |
| 409924 | APEX OIL & GAS, INC. | 11,894,992 | 0.290024117 | 8,383.66 |
| 413804 | ARENA OFFSHORE LLC | 5,464,458 | 0.133234609 | 3,851.38 |
| 416042 | ASTORIA GENERATING COMPANY, LP | 8,767,414 | 0.213767399 | 6,179.33 |
| 413838 | ATLANTA GAS LIGHT COMPANY | 2,704,176 | 0.065933315 | 1,905.92 |
| 409127 | ATMOS ENERGY MARKETING LLC | 3,835,798 | 0.093524563 | 2,703.49 |
| 413845 | ATP OIL & GAS CORPORATION | 3,762,388 | 0.091734678 | 2,651.75 |
| 413770 | BALTIMORE GAS AND ELECTRIC CO | 4,773,834 | 0.116395790 | 3,364.63 |
| 415538 | BBPC, LLC DBA GREAT EASTERN ENERGY | 1,373,909 | 0.033498698 | 968.34 |
| 408886 | BHP PETROLEUM (AMERICAS) INC | 3,831,312 | 0.093415185 | 2,700.33 |
| 416087 | BIG APPLE ENERGY LLC | 229,282 | 0.005590362 | 161.60 |
| 415989 | BOIS D'ARC OFFSHORE LLC | 12,670 | 0.000308920 | 8.93 |
| 415997 | BOSS ENERGY, LTD. | 994,214 | 0.024240961 | 700.73 |
| 408767 | BP ENERGY COMPANY | 98,275,315 | 2.396152218 | 69,265.02 |
| 413602 | BRIDGELINE HOLDINGS LP | 4,887,187 | 0.119159567 | 3,444.52 |
| 408684 | BRIGHAM OIL & GAS, LP | 253,864 | 0.006189721 | 178.92 |
| 416022 | BROOKLYN UNION GAS COMPANY | 19,086,178 | 0.465359869 | 13,452.05 |
| 416027 | BURLINGTON RESOURCES OFFSHORE INC | 1,486,876 | 0.036253063 | 1,047.96 |
| 408540 | CABOT OIL & GAS MARKETING CORPORATION | 63,233 | 0.001541749 | 44.57 |
| 408576 | CALPINE ENERGY SERVICES, LP | 1,706,605 | 0.041610504 | 1,202.83 |
| 413493 | CARGILL INC | 272,708 | 0.006649176 | 192.21 |
| 408426 | CAROLINA POWER & LIGHT CO. | 26,285,689 | 0.640898602 | 18,526.31 |

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
CASH OUT REFUND
PRORATION OF CUMULATIVE NET OVERRECOVERIES @ JULY 31, 2005

TOTAL AMOUNT OF REFUND:

\$2,890,677.00

| BILL PARTY NUMBER | BILL PARTY NAME | BASIS OF ALLOCATION 1/ Dt | ALLOCATION FACTOR % | PRORATION OF REFUND AMOUNT \$ |
|-------------------|--|------------------------------|---------------------|-------------------------------|
| 413521 | CASTLE POWER LLC | 5,794,134 | 0.141272781 | 4,083.74 |
| 413448 | CENTRAL CRUDE, INC. | 193,793 | 0.004725068 | 136.59 |
| 413483 | CHESAPEAKE ENERGY MARKETING INC | 721,026 | 0.017580082 | 508.18 |
| 415975 | CHESAPEAKE UTILITIES CORP-DELAWARE DIVISION | 537,140 | 0.013096567 | 378.58 |
| 415976 | CHESAPEAKE UTILITIES CORP-MARYLAND DIVISION | 6,159 | 0.000150169 | 4.34 |
| 408257 | CHEVRON USA INC | 15,090,280 | 0.367931742 | 10,635.72 |
| 413406 | CIMA ENERGY, LTD | 1,009,949 | 0.024624612 | 711.82 |
| 408181 | CINERGY MARKETING & TRADING LP | 77,142,736 | 1.880896927 | 54,370.65 |
| 413420 | CITY OF ALEXANDER CITY, ALABAMA | 57,088 | 0.001391922 | 40.24 |
| 415893 | CITY OF BESSEMER CITY NORTH CAROLINA | 106,296 | 0.002591713 | 74.92 |
| 415894 | CITY OF BLACKSBURG SOUTH CAROLINA | 84,927 | 0.002070693 | 59.88 |
| 413344 | CITY OF KINGS MOUNTAIN NORTH CAROLINA | 384,936 | 0.009385523 | 271.31 |
| 413346 | CITY OF LAURENS SOUTH CAROLINA | 573,586 | 0.013985194 | 404.27 |
| 413347 | CITY OF LEXINGTON NORTH CAROLINA | 2,259,838 | 0.055099450 | 1,592.75 |
| 415912 | CITY OF MONROE, NORTH CAROLINA | 511,086 | 0.012461317 | 360.22 |
| 415913 | CITY OF ORANGEBURG DEPT OF PUBLIC UTILITIES | 62,000 | 0.001511686 | 43.70 |
| 413365 | CITY OF SHELBY NORTH CAROLINA | 3,648,340 | 0.088953955 | 2,571.37 |
| 415922 | CITY OF UNION SOUTH CAROLINA | 1,422,786 | 0.034890419 | 1,002.79 |
| 413324 | COKINOS NATURAL GAS COMPANY | 4,666,794 | 0.113785937 | 3,289.18 |
| 413326 | COLONIAL ENERGY INC | 3,532,242 | 0.086123250 | 2,489.54 |
| 415847 | COLONIAL OIL INC | 1,446,001 | 0.035256448 | 1,019.15 |
| 415853 | COLUMBIA GAS TRANSMISSION CORP | 38,874,724 | 0.947844900 | 27,399.13 |
| 415854 | COLUMBIA GULF TRANSMISSION COMPANY | 0 | 0.000000000 | 0.00 |
| 415856 | COLUMBIA UTILITIES HEATING CORPORATION | 364,703 | 0.008892201 | 257.04 |
| 427731 | COMMERCE ENERGY, INC. | 1,736 | 0.000042327 | 1.22 |
| 415859 | COMMISSION OF PUBLIC WORKS, CITY OF GREER SOUTH CAROLINA | 3,180,589 | 0.077549234 | 2,241.70 |
| 413256 | COMSTOCK RESOURCES INC | 466,977 | 0.011385850 | 329.13 |
| 407865 | CONCORD ENERGY, LLC | 5,000 | 0.000121910 | 3.52 |
| 407871 | CONNECTIV ENERGY SUPPLY, INC. | 24,495,774 | 0.597256831 | 17,264.77 |
| 413268 | CONNECTICUT NATURAL GAS CORPORATION | 303,757 | 0.007406214 | 214.09 |

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
CASH OUT REFUND
PRORATION OF CUMULATIVE NET OVERRECOVERIES @ JULY 31, 2005

TOTAL AMOUNT OF REFUND:

\$2,890,677.00

| BILL PARTY NUMBER | BILL PARTY NAME | BASIS OF ALLOCATION 1/ Dt | ALLOCATION FACTOR % | PRORATION OF REFUND AMOUNT \$ |
|-------------------|--|------------------------------|---------------------|-------------------------------|
| 407886 | CONOCOPHILLIPS COMPANY | 53,732,929 | 1.310118182 | 37,871.28 |
| 415870 | CONSOLIDATED EDISON CO OF NY (ELECTRIC) | 14,328 | 0.000349346 | 10.10 |
| 413279 | CONSOLIDATED EDISON COMPANY OF NEW YORK INC | 85,513,554 | 2.084994508 | 60,270.48 |
| 407764 | CONSOLIDATED EDISON ENERGY, INC | 1,534,948 | 0.037425108 | 1,081.84 |
| 413187 | CONSTELLATION ENERGY COMMODITIES GROUP, INC. | 39,388,492 | 0.960371610 | 27,761.24 |
| 415874 | CONSTELLATION NEWENERGY-GAS DIVISION, LLC | 61,020 | 0.001487792 | 43.01 |
| 407807 | COOK INLET ENERGY SUPPLY L.L.C. | 2,974,784 | 0.072531289 | 2,096.65 |
| 407705 | CORAL ENERGY RESOURCES L P | 195,281,582 | 4.761362462 | 137,635.61 |
| 407707 | CORAL POWER, L.L.C. | 22 | 0.000000536 | 0.02 |
| 415801 | COVE POINT LNG, LIMITED PARTNERSHIP | 115,923,838 | 2.826459132 | 81,703.80 |
| 407572 | CROSSTEX ENERGY SERVICES, L.P. | 16,127,279 | 0.393215889 | 11,366.60 |
| 415832 | DAUPHIN ISLAND GATHERING PARTNERS | 5,167,289 | 0.125989024 | 3,641.94 |
| 415739 | DELHI GAS PIPELINE CORPORATION | 0 | 0.000000000 | 0.00 |
| 407319 | DESTIN PIPELINE COMPANY LLC | 99,667,071 | 2.430086062 | 70,245.94 |
| 407331 | DEVON ENERGY PRODUCTION COMPANY, L.P. | 51,248,445 | 1.249541405 | 36,120.21 |
| 413038 | DIMENSION ENERGY COMPANY, LLC | 9,278 | 0.000226217 | 6.54 |
| 407289 | DOMINION EXPLORATION & PRODUCTION | 33,146,849 | 0.808187649 | 23,362.09 |
| 413056 | DOMINION FIELD SERVICES, INC. | 137,173 | 0.003344557 | 96.68 |
| 407291 | DOMINION OKLAHOMA TEXAS EXPLORATION & PRODUCTION, INC. | 41,666 | 0.001015802 | 29.37 |
| 415762 | DOW PIPELINE COMPANY | 10,889,462 | 0.265507249 | 7,674.96 |
| 407237 | DTE ENERGY TRADING INC | 3,366,995 | 0.082581832 | 2,367.17 |
| 407120 | DUKE ENERGY FIELD SERVICES LP | 16,898,316 | 0.412015340 | 11,910.03 |
| 412978 | DUKE ENERGY MARKETING AMERICA, L.L.C. | 8,982,774 | 0.219018314 | 6,331.11 |
| 407124 | DUKE ENERGY TRADING & MARKETING LLC | 30,806 | 0.000751113 | 21.71 |
| 412990 | DYNEGY GAS TRANSPORATION, INC. | 160,674 | 0.003917559 | 113.24 |
| 407175 | EAGLE ENERGY PARTNERS I, L.P. | 3,541,735 | 0.086354708 | 2,496.24 |
| 415784 | EAST TENNESSEE NATURAL GAS, LLC | 16,807,161 | 0.409792796 | 11,845.79 |
| 415698 | EL PASO FIELD SERVICES COMPANY | 9,382,661 | 0.228768373 | 6,612.95 |
| 414253 | EL PASO MARKETING, L. P. | 3,832,984 | 0.093455952 | 2,701.51 |
| 407014 | EL PASO PRODUCTION COMPANY | 81,550 | 0.001988355 | 57.48 |

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
CASH OUT REFUND
PRORATION OF CUMULATIVE NET OVERRECOVERIES @ JULY 31, 2005

TOTAL AMOUNT OF REFUND:

\$2,890,677.00

| BILL PARTY NUMBER | BILL PARTY NAME | BASIS OF ALLOCATION 1/ Dt | ALLOCATION FACTOR % | PRORATION OF REFUND AMOUNT \$ |
|-------------------|--|------------------------------|---------------------|-------------------------------|
| 415706 | EMC NATURAL GAS, INC. DBA COWETA-FAYETTE EMC | 1,201,967 | 0.029306402 | 847.15 |
| 406963 | ENBRIDGE MARKETING (U.S.) L.P. | 6,861,118 | 0.167288023 | 4,835.76 |
| 406964 | ENBRIDGE MIDCOAST ENERGY INC | 461,185 | 0.011244629 | 325.05 |
| 412678 | ENBRIDGE OFFSHORE PIPELINES (UTOS) LLC | 55,131,787 | 1.344225187 | 38,857.21 |
| 406965 | ENBRIDGE PIPELINES (TEXAS GATHERING), INC. | 11,962,394 | 0.291667515 | 8,431.17 |
| 406872 | ENERGY RESOURCE TECHNOLOGY, INC. | 254,414 | 0.006203131 | 179.31 |
| 406893 | ENI PETROLEUM CO. INC. | 99,078 | 0.002415723 | 69.83 |
| 412817 | ENLINE ENERGY SOLUTIONS LLC | 6,195,421 | 0.151056975 | 4,366.57 |
| 415635 | ENSTOR OPERATING COMPANY, LLC | 10,159,571 | 0.247711021 | 7,160.53 |
| 412842 | ENERGY-KOCH TRADING LP | 9,266,069 | 0.225925623 | 6,530.78 |
| 406914 | ENTERPRISE PRODUCTS OPERATING, L.P. | 4,512,926 | 0.110034322 | 3,180.74 |
| 406815 | EOG RESOURCES INC | 4,877,051 | 0.118912431 | 3,437.37 |
| 412787 | EXELON GENERATION COMPANY, LLC | 544,174 | 0.013268070 | 383.54 |
| 415653 | EXXONMOBIL GAS MARKETING COMPANY | 215,800,386 | 5.261652670 | 152,097.38 |
| 415659 | FAIRWAY PRODUCER SERVICES, LLC | 172,743 | 0.004211826 | 121.75 |
| 406693 | FAIRWAYS OFFSHORE EXPLORATION, INC. | 186,948 | 0.004558173 | 131.76 |
| 406596 | FLORIDA GAS TRANSMISSION COMPANY | 10,170,058 | 0.247966715 | 7,167.92 |
| 406510 | FOREST OIL CORPORATION | 291,426 | 0.007105559 | 205.40 |
| 412759 | FPL ENERGY POWER MARKETING, INC. | 12,989,407 | 0.316708182 | 9,155.01 |
| 415605 | GARDEN BANKS GAS PIPELINES LLC | 22,111,228 | 0.539116746 | 15,584.12 |
| 406283 | GATEWAY GATHERING AND MARKETING COMPANY | 865,137 | 0.021093801 | 609.75 |
| 406042 | GRYPHON EXPLORATION COMPANY | 858,735 | 0.020937707 | 605.24 |
| 406070 | GULF SOUTH PIPELINE, LP | 10,255,064 | 0.250039334 | 7,227.83 |
| 407006 | GULFTERRA INTRASTATE, L.P. | 11,739,489 | 0.286232637 | 8,274.06 |
| 415572 | HATTIESBURG GAS STORAGE COMPANY | 9,188,153 | 0.224025873 | 6,475.86 |
| 412441 | HEADINGTON OIL COMPANY, L.P. | 546,100 | 0.013315030 | 384.89 |
| 412478 | HILCORP ENERGY COMPANY | 213,942 | 0.005216341 | 150.79 |
| 415493 | HORSEHEAD RESOURCE DEVELOPMENT CO., INC. | 686,009 | 0.016726296 | 483.50 |
| 405753 | HOUSTON PIPE LINE COMPANY LP | 4,422,466 | 0.107828723 | 3,116.98 |
| 415499 | HUDSON ENERGY SERVICES, LLC | 1,355,358 | 0.033046387 | 955.26 |

**TRANSCONTINENTAL GAS PIPE LINE CORPORATION
CASH OUT REFUND
PRORATION OF CUMULATIVE NET OVERRECOVERIES @ JULY 31, 2005**

TOTAL AMOUNT OF REFUND: \$2,890,677.00

| BILL PARTY NUMBER | BILL PARTY NAME | BASIS OF ALLOCATION 1/ D1 | ALLOCATION FACTOR % | PRORATION OF REFUND AMOUNT \$ |
|-------------------------|---|------------------------------------|---------------------------|--|
| 415500 | HUMBLE GAS PIPELINE COMPANY | 1,132,941 | 0.027823408 | 798.50 |
| 405852 | HUNT CHIEFTAIN DEVELOPMENT | 5,857,608 | 0.137943999 | 3,987.52 |
| 415501 | HUNT PETROLEUM (AEC), INC. | 1,133,675 | 0.027641304 | 799.02 |
| 405854 | HUNT PETROLUEM CORPORATION | 5,058,863 | 0.123345377 | 3,565.52 |
| 415508 | INDUSTRIAL FUEL COMPANY | 11,080,451 | 0.270163950 | 7,809.57 |
| 412371 | INFINITE ENERGY INC | 3,335,605 | 0.081328839 | 2,350.95 |
| 412208 | JUNIPER ENERGY L. P. | 144 | 0.000003511 | 0.10 |
| 405070 | KAISER-FRANCIS OIL COMPANY | 1,654,174 | 0.040332129 | 1,165.87 |
| 412130 | KCS ENERGY SERVICES, INC. | 8,840,244 | 0.215543143 | 6,230.66 |
| 412148 | KERR-MCGEE CORPORATION | 53,481,052 | 1.303978908 | 37,693.78 |
| 415370 | KEYSPAN GAS EAST CORP DBA KEYSPAN ENERGY DELIVERY LONG ISLAND | 13,011,802 | 0.317254218 | 9,170.79 |
| 412154 | KEYSPAN RAVENSWOOD, INC. | 3,014,022 | 0.073487991 | 2,124.30 |
| 415372 | KIAC PARTNERS | 5,242,067 | 0.127812264 | 3,694.64 |
| 412166 | KINDER MORGAN TEJAS PIPELINE, L.P. | 54,720,493 | 1.334197002 | 38,567.33 |
| 412167 | KINDER MORGAN TEXAS PIPELINE L.P. | 32,848,586 | 0.800915390 | 23,151.88 |
| 415408 | LENOX INC | 357,882 | 0.008725892 | 252.24 |
| 404707 | LLOG EXPLORATION COMPANY | 2,075,892 | 0.050614472 | 1,463.10 |
| 415316 | LONE STAR GAS COMPANY OF TEXAS | 10,813,694 | 0.263659871 | 7,621.56 |
| 404825 | LOUIS DREYFUS ENERGY SERVICES L.P. | 52,227,875 | 1.273417025 | 36,810.37 |
| 415326 | LOUISIANA INTRASTATE GAS COMPANY L.L.C. | 8,507 | 0.000207418 | 6.00 |
| 412004 | MAGNUM HUNTER PRODUCTION, INC. | 5,101,660 | 0.124388855 | 3,595.68 |
| 415337 | MAGNUS ENERGY MARKETING, LTD. | 184,905 | 0.004508360 | 130.32 |
| 415341 | MANTA RAY OFFSHORE GATHERING CO. L.L.C. | 18,303,823 | 0.446284462 | 12,900.64 |
| 404532 | MARATHON OIL COMPANY | 449,764 | 0.010968162 | 317.00 |
| 404549 | MARINER ENERGY INC | 4,433,103 | 0.108088075 | 3,124.48 |
| 404551 | MARITECH RESOURCES, INC. | 14,519 | 0.000354003 | 10.23 |
| 415348 | MARLIN ENERGY OFFSHORE, L.L.C. | 11,054 | 0.000269519 | 7.79 |
| 411880 | MCMORAN OIL & GAS LLC | 2,493,507 | 0.060796776 | 1,757.44 |
| 404236 | MERIT ENERGY COMPANY | 778 | 0.000018969 | 0.55 |
| 411906 | MERRILL LYNCH COMMODITIES, INC. | 14,150,137 | 0.345009142 | 9,973.10 |

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
CASH OUT REFUND
PRORATION OF CUMULATIVE NET OVERRECOVERIES @ JULY 31, 2005

TOTAL AMOUNT OF REFUND:

\$2,890,677.00

| BILL PARTY NUMBER | BILL PARTY NAME | BASIS OF ALLOCATION 1/ Dt | ALLOCATION FACTOR % | PRORATION OF REFUND AMOUNT \$ |
|-------------------|---|------------------------------|---------------------|-------------------------------|
| 415268 | METROMEDIA ENERGY, INC. | 688,830 | 0.016795078 | 485.49 |
| 415281 | MID LOUISIANA GAS COMPANY | 711,466 | 0.017346989 | 501.45 |
| 404220 | MIECO INC | 3,175,129 | 0.077416108 | 2,237.85 |
| 404141 | MIRANT AMERICAS ENERGY MARKETING, LP | 747,548 | 0.018226742 | 526.88 |
| 411794 | MISSION RESOURCES CORPORATION | 22,433 | 0.000546962 | 15.81 |
| 415291 | MISSION VALLEY PIPELINE, L. P. | 6,283,336 | 0.153200521 | 4,428.53 |
| 404100 | MORGAN STANLEY CAPITAL GROUP INC | 114,979 | 0.002803422 | 81.04 |
| 404027 | MUNICIPAL GAS AUTHORITY OF GEORGIA | 17,916,334 | 0.436836691 | 12,627.54 |
| 411757 | MURPHY GAS GATHERING, INC. | 4,482,724 | 0.109297836 | 3,159.45 |
| 426223 | MXENERGY INC | 122,582 | 0.002988799 | 86.40 |
| 403972 | NATIONAL ENERGY & TRADE LP | 26,571,400 | 0.647884818 | 18,727.68 |
| 411671 | NATIONAL FUEL GAS DISTRIBUTION CORP | 2,306,882 | 0.056246479 | 1,625.90 |
| 411688 | NCX COMPANY INC | 6,320 | 0.000154094 | 4.45 |
| 411698 | NEUMIN PRODUCTION COMPANY | 112,148 | 0.002734397 | 79.04 |
| 403809 | NEW JERSEY NATURAL GAS COMPANY | 3,363,871 | 0.082018022 | 2,370.88 |
| 415236 | NEW YORK POWER AUTHORITY | 14,488,249 | 0.353253001 | 10,211.40 |
| 403837 | NEWFIELD EXPLORATION COMPANY | 226,616 | 0.005525359 | 159.72 |
| 411612 | NEXEN PETROLEUM SALES U.S.A. INC. | 12,306,585 | 0.300059592 | 8,673.75 |
| 415243 | NGEOENERGY, LLC | 300 | 0.000007315 | 0.21 |
| 411621 | NIAGARA MOHAWK POWER CORP | 1,252,256 | 0.030532550 | 882.60 |
| 403741 | NJR ENERGY SERVICES COMPANY | 1,486,920 | 0.038254136 | 1,047.99 |
| 411632 | NOBLE ENERGY MARKETING, INC. | 21,358,926 | 0.520774092 | 15,053.90 |
| 403744 | NOBLE ENERGY, INC. | 126,740 | 0.003090179 | 89.33 |
| 415249 | NOBLE GAS PIPELINE, INC. | 631,493 | 0.015397085 | 445.08 |
| 415256 | NORTH AMERICAN ENERGY INC | 6,851 | 0.000167041 | 4.83 |
| 411590 | NRG POWER MARKETING INC. | 1,718,155 | 0.041892116 | 1,210.97 |
| 403598 | OCCIDENTAL ENERGY MARKETING INC | 41,251,771 | 1.005802144 | 29,074.49 |
| 403628 | OGE ENERGY RESOURCES, INC. | 2,861,479 | 0.069768683 | 2,016.79 |
| 411518 | OGLETHORPE POWER CORPORATION | 4,698,160 | 0.114550704 | 3,311.29 |
| 403472 | ONEOK ENERGY MARKETING AND TRADING COMPANY LP | 588,165 | 0.014340660 | 414.54 |

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
CASH OUT REFUND
PRORATION OF CUMULATIVE NET OVERRECOVERIES @ JULY 31, 2005

TOTAL AMOUNT OF REFUND: \$2,890,677.00

| BILL PARTY NUMBER | BILL PARTY NAME | BASIS OF ALLOCATION 1/ Dt | ALLOCATION FACTOR % | PRORATION OF REFUND AMOUNT \$ |
|-------------------|---|------------------------------|---------------------|-------------------------------|
| 411462 | OWENS CORNING | 2,715,678 | 0.066213757 | 1,914.03 |
| 415117 | PANDA-ROSEMARY L P | 716,366 | 0.017466461 | 504.90 |
| 411416 | PECO ENERGY COMPANY | 30,238,164 | 0.737267988 | 21,312.04 |
| 415135 | PELICAN GAS MANAGEMENT, INC. | 162,724 | 0.003967542 | 114.69 |
| 411428 | PEPCO ENERGY SERVICES, INC. | 3,600,842 | 0.087795857 | 2,537.89 |
| 415150 | PETAL GAS STORAGE, L.L.C. | 9,497,334 | 0.231564335 | 6,693.78 |
| 403334 | PETROCOM ENERGY GROUP LTD | 645,106 | 0.015728997 | 454.67 |
| 411393 | PHILADELPHIA GAS WORKS | 39,906,136 | 0.972992824 | 28,126.08 |
| 403266 | PIEDMONT NATURAL GAS COMPANY INC | 86,995,339 | 2.121123443 | 61,314.83 |
| 403162 | PIONEER NATURAL RESOURCES | 140,411,771 | 3.423524783 | 98,963.04 |
| 415174 | PIVOTAL UTILITY HOLDINGS, INC. | 2,109,721 | 0.051439292 | 1,486.94 |
| 403027 | PPL ENERGYPLUS, LLC | 6,486,259 | 0.158148197 | 4,571.55 |
| 415087 | PPL GAS UTILITIES CORPORATION | 3,884,730 | 0.094717625 | 2,737.98 |
| 414670 | PRATT INDUSTRIES (USA) MILL DIVISION D/B/A VISY PAPER, INC. | 1,486,781 | 0.036250747 | 1,047.89 |
| 415091 | PRIME ENERGY COMPANY | 58,791 | 0.001433444 | 41.44 |
| 402997 | PROGRESS VENTURES, INC. | 12,173,101 | 0.296804981 | 8,579.67 |
| 403007 | PROLIANCE ENERGY, LLC | 23,320 | 0.000568589 | 16.44 |
| 415101 | PS ENERGY GROUP INC | 1,567,343 | 0.038215013 | 1,104.67 |
| 402903 | PSEG ENERGY RESOURCES & TRADE LLC | 214,845,190 | 5.238363047 | 151,424.16 |
| 411299 | PUBLIC SERVICE COMPANY OF NORTH CAROLINA | 28,738,111 | 0.700693642 | 20,254.79 |
| 415012 | RANGE ENERGY SERVICES COMPANY | 60,155 | 0.001466701 | 42.40 |
| 402718 | RELIANT ENERGY SERVICES INC | 10,439,334 | 0.254532212 | 7,357.70 |
| 415053 | ROBISON ENERGY, LLC | 656,266 | 0.016001101 | 462.54 |
| 414970 | SABINE PIPE LINE | 0 | 0.000000000 | 0.00 |
| 402395 | SAMSON RESOURCES COMPANY | 8,063,697 | 0.196609346 | 5,683.34 |
| 411008 | SCANA ENERGY MARKETING INC | 30,079,818 | 0.733407190 | 21,200.43 |
| 411036 | SELECT ENERGY INC | 1,045,701 | 0.025496319 | 737.02 |
| 402272 | SEMPRA ENERGY TRADING CORPORATION | 26,665,567 | 0.650160801 | 18,794.05 |
| 402284 | SEQUENT ENERGY MANAGEMENT LP | 77,012,698 | 1.877726336 | 54,279.00 |
| 414913 | SHELL ENERGY SERVICES CO LLC | 8,176,813 | 0.199367345 | 5,763.07 |

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
CASH OUT REFUND
PRORATION OF CUMULATIVE NET OVERRECOVERIES @ JULY 31, 2005

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\$2,890,677.00

| BILL PARTY NUMBER | BILL PARTY NAME | BASIS OF ALLOCATION 1/ Dt | ALLOCATION FACTOR % | PRORATION OF REFUND AMOUNT \$ |
|-------------------|--|------------------------------|---------------------|-------------------------------|
| 410970 | SHELL GULF OF MEXICO INC. | 8,841,031 | 0.210685924 | 6,090.25 |
| 402199 | SHELL OFFSHORE INC | 5,078,649 | 0.123827800 | 3,579.46 |
| 410981 | SHORELINE GAS INC | 171,517 | 0.004181934 | 120.89 |
| 411644 | SLG, INC. | 170,818 | 0.004159965 | 120.25 |
| 410935 | SOUTH CAROLINA PIPELINE CORPORATION | 16,772,716 | 0.408952957 | 11,821.51 |
| 410938 | SOUTH JERSEY GAS COMPANY | 25,624,116 | 0.624768106 | 18,060.03 |
| 410841 | SOUTH JERSEY RESOURCES GROUP LLC | 7,022,871 | 0.171231890 | 4,949.76 |
| 401998 | SOUTHERN COMPANY SERVICES, INC. | 23,205,235 | 0.565790863 | 16,355.19 |
| 410856 | SOUTHERN NATURAL GAS COMPANY | 908,702 | 0.022156004 | 640.46 |
| 410862 | SOUTHERN UNION COMPANY | 9,181,015 | 0.223851834 | 6,470.83 |
| 410864 | SOUTHSTAR ENERGY SERVICES LLC | 20,060,144 | 0.489107143 | 14,138.51 |
| 414859 | SOUTHWEST ENERGY, L.P. | 20,582,999 | 0.502099232 | 14,514.07 |
| 410873 | SOUTHWESTERN VIRGINIA GAS COMPANY | 1,230,464 | 0.030001217 | 867.24 |
| 401968 | SPINNAKER EXPLORATION COMPANY LLC | 3,884,517 | 0.094712431 | 2,737.83 |
| 410885 | SPN RESOURCES, LLC | 48,807 | 0.001190014 | 34.40 |
| 401975 | SPRAGUE ENERGY CORP. | 1,126,119 | 0.027457073 | 793.70 |
| 414883 | STATOIL NATURAL GAS, LLC | 17,519,817 | 0.427163923 | 12,347.93 |
| 414894 | STONE ENERGY CORPORATION | 795,197 | 0.019388521 | 560.46 |
| 414796 | STUYVESANT ENERGY LLC | 2,323,197 | 0.058644272 | 1,637.40 |
| 410774 | SUNOCO INC (R&M) | 18,250,382 | 0.444981462 | 12,862.98 |
| 401629 | SUPERIOR NATURAL GAS CORPORATION | 36,726,314 | 0.895462291 | 25,884.92 |
| 401630 | SUPERIOR PROCESSING SERVICES CORPORATION | 1,069,115 | 0.026067200 | 753.52 |
| 414808 | SWEETHEART HOLDINGS, INC. | 63,652 | 0.001551965 | 44.86 |
| 401584 | TARGA LOUISIANA FIELD SERVICES LLC | 835 | 0.000020359 | 0.59 |
| 410715 | TAYLOR ENERGY COMPANY | 150,118 | 0.003660182 | 105.80 |
| 401482 | TDC ENERGY CORP | 198,512 | 0.004840127 | 139.91 |
| 414819 | TEC TRADING, INC. | 2,334,141 | 0.056911109 | 1,645.12 |
| 401404 | TENASKA MARKETING VENTURES | 12,438,779 | 0.303282751 | 8,766.92 |
| 401409 | TENNESSEE GAS PIPELINE COMPANY | 108,022,951 | 2.633819425 | 76,135.21 |
| 401454 | TEXAS EASTERN TRANSMISSION CORPORATION | 24,831,271 | 0.605436831 | 17,501.23 |

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
CASH OUT REFUND
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| BILL PARTY NUMBER | BILL PARTY NAME | BASIS OF ALLOCATION 1/ Dt | ALLOCATION FACTOR % | PRORATION OF REFUND AMOUNT \$ |
|-------------------|---|------------------------------|---------------------|-------------------------------|
| 401458 | TEXAS GAS TRANSMISSION CORP | 43,110,732 | 1.051127398 | 30,384.70 |
| 416548 | TEXICAN HORIZON ENERGY MARKETING, LLC | 2,439,913 | 0.059490045 | 1,719.67 |
| 410667 | TEXICAN NATURAL GAS CO | 19,739,919 | 0.481299406 | 13,912.81 |
| 401347 | TEXLA ENERGY MANAGEMENT INC | 877,332 | 0.021391140 | 618.35 |
| 414748 | TEXON DISTRIBUTING L.P. DBA TEXON L.P. | 1,589,567 | 0.038756879 | 1,120.34 |
| 408983 | THE ENERGY AUTHORITY, INC. | 20,127,847 | 0.490757880 | 14,186.23 |
| 405743 | THE HOUSTON EXPLORATION CO | 1,840 | 0.000044863 | 1.30 |
| 415327 | THE LOUISIANA LAND & EXPLORATION CO | 23,296 | 0.000568004 | 16.42 |
| 410121 | THE WISER OIL COMPANY | 117,032 | 0.002853478 | 82.48 |
| 410527 | TIGER NATURAL GAS INC | 374,704 | 0.009136046 | 264.09 |
| 401229 | TOTAL E&P USA, INC. | 8,579,083 | 0.209175506 | 6,046.59 |
| 414770 | TOTAL GAS & POWER NORTH AMERICA, INC. | 24,838,720 | 0.605618553 | 17,506.48 |
| 414769 | TOTAL GAS AND ELECTRIC, INC. | 1,908,619 | 0.046536016 | 1,345.21 |
| 416596 | TRANSCONTINENTAL GAS PIPELINE CORPORATION (MERCHANT SERVICES) | 19,691,078 | 0.480108563 | 13,878.39 |
| 414714 | TRIGEN-NASSAU ENERGY CORPORATION | 3,554,146 | 0.086657314 | 2,504.98 |
| 401093 | TRISTAR GAS MARKETING COMPANY | 3,614,857 | 0.088137572 | 2,547.77 |
| 414720 | TRUNKLINE GAS COMPANY, LLC | 28,616,902 | 0.697738320 | 20,169.36 |
| 414727 | TXU PORTFOLIO MANAGEMENT COMPANY LP | 8,192,551 | 0.199751069 | 5,774.16 |
| 414729 | TYSON FOODS INC. | 486,278 | 0.011856447 | 342.73 |
| 414730 | UBS AG, LONDON BRANCH | 310,000 | 0.007558431 | 218.49 |
| 410444 | UGI ENERGY SERVICES INC | 899,385 | 0.021928837 | 633.89 |
| 400967 | UGI UTILITIES INC | 4,602,393 | 0.112215709 | 3,243.79 |
| 401007 | UNITED ENERGY TRADING, LLC | 76,071 | 0.001854766 | 53.62 |
| 410369 | UNITED STATES GYPSUM COMPANY | 89,670 | 0.002186337 | 63.20 |
| 400710 | UNOCAL ENERGY TRADING INC | 22,884,396 | 0.557968155 | 16,129.06 |
| 400719 | UPSTREAM ENERGY SERVICES COMPANY | 5,926,318 | 0.144495696 | 4,176.90 |
| 414645 | US MINERALS MANAGEMENT SERVICE | 2,555,829 | 0.062316313 | 1,801.36 |
| 410408 | UTILITY RESOURCE SOLUTIONS, L.P. | 14,057 | 0.000342738 | 9.91 |
| 414661 | VECTREN RETAIL, LLC | 116,306 | 0.002835777 | 81.97 |
| 410352 | VINTAGE GAS, INC. | 219 | 0.000005340 | 0.15 |

TRANSCONTINENTAL GAS PIPE LINE CORPORATION
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|-------------------------|---|------------------------------------|---------------------------|--|
| 400480 | VIRGINIA POWER ENERGY MARKETING INC | 54,538,484 | 1.329759252 | 38,439.04 |
| 410357 | VIRGINIA POWER SERVICES ENERGY CORP INC | 1,469,995 | 0.035841470 | 1,036.06 |
| 410266 | W & T OFFSHORE INCORPORATED | 1,412,178 | 0.034431774 | 995.31 |
| 414680 | WALTON EMC NATURAL GAS | 3,444,477 | 0.083983360 | 2,427.69 |
| 410301 | WASHINGTON GAS ENERGY SERVICES INC | 5,713,990 | 0.139318707 | 4,027.25 |
| 400432 | WASHINGTON GAS LIGHT COMPANY | 18,437,767 | 0.449550289 | 12,995.05 |
| 400397 | WESTERN GAS RESOURCES INC | 658,841 | 0.016063885 | 464.36 |
| 400264 | WILLIAMS FIELD SERVICES CO | 249,948,204 | 6.094245980 | 178,164.91 |
| 400155 | WILLIAMS POWER COMPANY, INC. | 159,065,865 | 3.878349565 | 112,110.56 |
| 414638 | YANKEE GAS SERVICES COMPANY | 163,351 | 0.003982830 | 115.13 |
| | | <u>4,101,380,299</u> | <u>100.000000000</u> | <u>\$2,890,677.00</u> |

1/ Quantities reflect delivered firm and interruptible transportation volumes and measured quantities at locations where an OBA agreement is in effect for the annual billing period August 1, 2004 through July 31, 2005.