

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 20314

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 05/22/2006 **RECEIVED DATE:** 10/14/2008

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:** 05/22/2016

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: Month to Month

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To update current charge amount.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29340	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS013	Gathering Fee \$0.02 per MMBtu, Compression Fee \$0.10/MMBtu, plus a prorata share of compressor fuel, plus any applicable taxes

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67626	D	MMBtu	\$.3400	05/01/2008	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29340	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
J	Compression	
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 21360

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 05/01/2008 **RECEIVED DATE:** 01/23/2014

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:** 06/01/2007

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To remove affiliate designation.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS015	Compression Fee \$0.08 per MMBtu plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70381	D	MMBtu	\$.0800	07/01/2008	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
J	Compression	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22776

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 01/23/2014
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to rate calculation information timing. To remove affiliate designation.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule 10	Gathering Fee plus any applicable taxes.(See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67227	D	MMBtu	\$1.2500	04/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22777

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 01/23/2014
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to rate calculation information timing. To remove affiliate designation.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule 11	Gathering Fee \$0.79425/MMBtu, Compression Fee \$0.28593/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67220	D	MMBtu	\$1.3600	05/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
J	Compression	
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22778

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 01/23/2014
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to rate calculation information timing. To remove affiliate designation.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule 12	Gathering Fee plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67232	D	MMBtu	\$1.0500	04/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22779

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 01/23/2014
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To remove affiliate designation. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule 4	Gathering Fee \$0.52950/MMBtu, Compression Fee \$0.21710/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67207	D	MMBtu	\$.9500	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
67207	D	MMBtu	\$.9700	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
J	Compression	
I	Gathering	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22779

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22780

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 01/23/2014

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed timely due rate calculation information timing. To remove affiliate designation.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule 5	Gathering Fee plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67208	D	MMBtu	\$.3900	04/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22781

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 01/23/2014
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to rate calculation information timing. To remove affiliate designation.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule 7	Gathering Fee \$0.52950/MMBtu, Compression Fee \$0.17368/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67211	D	MMBtu	\$.9500	05/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
J	Compression	
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

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I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22782

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 01/23/2014
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to rate calculation information timing. To remove affiliate designation.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule 9	Gathering Fee \$0.63540/MMBtu, Compression Fee \$0.19062/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67226	D	MMBtu	\$.9100	04/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
J	Compression	
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22783

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 02/20/2014

INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To rept current rate, incl a new rate component, & remove affiliate desig. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22783

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule A2-2	Producers shall pay Gatherer a Fee of \$0.533 per Mcf as consideration for receiving Producers` Gas and MV Mitigation Gas at each Receipt Point in the DFW Area and providing the gathering services contemplated in the Agreement. The Fee specified in this Section 2 of this Schedule A2 will be escalated as of January 1 of each Year to equal the product of (i) the Fee in effect immediately prior to such escalation and (ii) 1.025, with the first such escalation occurring as of January 1, 2010.
TMGS036	Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22783

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70378	D	MMBtu	\$2.8800	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22784

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 02/20/2014
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To rept current rate, incl a new rate component, & remove affiliate desig. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22784

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule A2-3a	Producers shall pay Gatherer \$0.841/Mcf as consideration for receiving Producers` Gas and MV Mitigation Gas each month. These fees and costs will be escalated effective as of January 1 of each Year to equal the product of (i) the Fee and/or cost in effect immediately prior to such escalation and (ii) 1.02 (Fees) and 1.025(Costs), with the first such escalation occurring as of January 1, 2010.
TMGS036	Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22784

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67214	D	MMBtu	\$.9600	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 29207 **CONFIDENTIAL**					
67209	D	MMBtu	\$3.2600	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 29207 **CONFIDENTIAL**					
74048	D	MMBtu	\$.9600	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 29207 **CONFIDENTIAL**					
67214	D	MMBtu	\$2.4100	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 29207 **CONFIDENTIAL**					
70380	D	MMBtu	\$3.7000	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 29207 **CONFIDENTIAL**					
67229	D	MMBtu	\$3.7200	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 29207 **CONFIDENTIAL**					
67215	D	MMBtu	\$3.6400	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 29207 **CONFIDENTIAL**					
67216	D	MMBtu	\$3.4300	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 29207 **CONFIDENTIAL**					
67230	D	MMBtu	\$.4100	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 29207 **CONFIDENTIAL**					
67230	D	MMBtu	\$2.3500	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 29207 **CONFIDENTIAL**					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22784

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67218	D	MMBtu	\$3.0900	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22816

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 02/20/2014
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: 03/05/2014 **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To rept current rate, incl a new rate component, & remove affiliate desig. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22816

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule A2-1	<p>Producers shall pay Gatherer the amount specified as consideration for receiving Producers` Gas and MV Mitigation Gas at each Receipt Point on the Barnett Gathering System (excluding the DFW Area and the fixed fees areas described in this Schedule A2) each month and providing the applicable level of gathering services provided: Receipt Point Pressures Less than 100 psig Deemed Stage of Compression 3 \$0.97/Mcf, Receipt Point Pressures 100 to 174.99 psig, Deemed Stage of Compression 2 \$0.90/Mcf, Receipt Point Pressures 175 to 249.99 psig, Deemed Stages of Compression 2, \$ 0.84/Mcf, Receipt Point Pressures 250 to 349.99 psig, Deemed Stages of Compression 2, \$0.78/Mcf, Receipt Point Pressures Greater than or equal to 350 psig, Deemed Stages of Compression 1, \$0.73. (See individual delivery point for specific rate.) For avoidance of doubt, the data concerning Deemed Stages of Compression is applicable only to fuel cap calculations. The Fees specified will be escalated effective as of January 1 of each Year to equal the product of (i) the Fee in effect immediately prior to such escalation and (ii) 1.02, with the first such escalation occurring as of January 1, 2010; provided, as to the Barnett Central GGS, the escalation of the fees will also be made in accordance with Section 4 of this Schedule. Section 4 - Barnett Central Gathering System. The following terms shall apply to the calculation of the Barnett Fees on the Barnett Central Gathering System. (a) Gatherer shall invoice Producers for Producers` Gas and MV Mitigation Gas received each Month at the Barnett Receipt Points on the Barnett Central Gathering System based on the Barnett Fees shown in Section 1 above (b) The following delivery points on the Barnett Central Gathering System are covered by the North Johnson Agreement dated September 1, 2007, between CEMI and CrossTex North Texas Gathering (`CrossTex`), as amended (the `CrossTex Agreement`) are identified below, and such delivery points (together with any other mutually agreeable future delivery points on the Barnett Central Gathering that the Parties designate as such) shall be referred to herein as the Barnett Central CrossTex Delivery Points: Delivery Point - Tantara, Meter Number 7940128, Tantara West, 7940127, Winscott CDP #1, 8040166, Winscott CDP #2, 8040167, (c) If (i) CrossTex curtails or suspends services at the Barnett Central CrossTex Delivery Points, including the occurrence of a force majeure event or similar interruption affecting CrossTex, (ii) Producers reduce the contracted volumes of Gas or actual volumes of Gas delivered under the CrossTex Agreement, or (iii) the pressures at any Barnett Central CrossTex Delivery Point increase as the result of changes by CrossTex in any Month and (as to each of clause (i), (ii) and (iii) preceding) any such event (or combination of such events) causes or results in a change in the distribution of the volume weighted average monthly Barnett Fee pressure tiers in Section 1 above for the Barnett Receipt Points on the Barnett Central Gathering System resulting in lower revenues to Gatherer from such Barnett Receipt Points for such Month, then such event is referred to herein as a CrossTex Event.` (d) During any Month when a CrossTex Event occurs or is in effect, the Barnett Fees for each Barnett Receipt Point on the Barnett Central Gathering System for such Month shall be calculated using the Barnett Fee pressure tier that applied to such Barnett Receipt Point during the most recent Month preceding such CrossTex Event in which a CrossTex Event did not occur. (e)The provisions of this Section 4 of Schedule A2 shall apply to any replacements of the CrossTex Agreement, whether with CrossTex, its successors, or other Person providing low pressure service.</p>
TMGS036	<p>Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume., as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22816

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.</p>

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22816

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70370	D	MMBtu	\$1.0400	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
70370	D	MMBtu	\$3.4400	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
67205	D	MMBtu	\$.9700	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
67205	D	MMBtu	\$3.4200	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
67206	D	MMBtu	\$1.0600	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
67206	D	MMBtu	\$1.0500	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
67206	D	MMBtu	\$3.6700	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
70379	D	MMBtu	\$1.0300	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
70379	D	MMBtu	\$5.6300	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
67213	D	MMBtu	\$3.4900	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 22816

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
76903	D	MMBtu	\$.9600	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
70370	D	MMBtu	\$.9900	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
70370	D	MMBtu	\$ 1.0000	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
76903	D	MMBtu	\$ 1.0300	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
76903	D	MMBtu	\$ 3.0900	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
67228	D	MMBtu	\$ 1.6800	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
67228	D	MMBtu	\$ 1.7000	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
67228	D	MMBtu	\$ 4.0600	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22816

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22825

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 01/23/2014
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to rate calculation information timing. To remove affiliate designation.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule 6	Gathering Fee plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70377	D	MMBtu	\$.6500	04/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 29207 **CONFIDENTIAL**					
67217	D	MMBtu	\$.6500	04/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 29207 **CONFIDENTIAL**					

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22825

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 22826

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 01/23/2014
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to rate calculation information timing. To remove affiliate designation.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule 8	Gathering Fee \$0.42360/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
74049	D	MMBtu	\$.7400	05/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 23600

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: 09/01/2009 **RECEIVED DATE:** 02/20/2014
INITIAL SERVICE DATE: **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To rept current rate, incl a new rate component, & remove affiliate desig. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 23600

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule A2-3c	Producers shall pay Gatherer \$0.391/Mcf as consideration for receiving Producers` Gas and MV Mitigation Gas each month. These fees and costs will be escalated effective as of January 1 of each Year to equal the product of (i) the Fee and/or cost in effect immediately prior to such escalation and (ii) 1.02 (Fees) and 1.025(Costs), with the first such escalation occurring as of January 1, 2010.
TMGS036	Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 23600

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
76905	D	MMBtu	\$2.5100	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
76906	D	MMBtu	\$9.2300	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
76908	D	MMBtu	\$3.4500	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
67224	D	MMBtu	\$3.5200	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
76905	D	MMBtu	\$.9600	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143	COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC
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TARIFF CODE: TM	RRC TARIFF NO: 24732
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DESCRIPTION: Transmission Miscellaneous	STATUS: A
OPERATOR NO: 846646	
ORIGINAL CONTRACT DATE:	RECEIVED DATE: 02/20/2014
INITIAL SERVICE DATE: 04/01/2011	TERM OF CONTRACT DATE:
INACTIVE DATE:	AMENDMENT DATE:
CONTRACT COMMENT: Year to Year	

REASONS FOR FILING

NEW FILING: N	RRC DOCKET NO:
CITY ORDINANCE NO:	
AMENDMENT(EXPLAIN): None	
OTHER(EXPLAIN): To rept current rate, incl a new rate component, & remove affiliate desig. Tariff was not timely filed due to rate calculation information timing.	

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143	COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC
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TARIFF CODE: TM	RRC TARIFF NO: 24732
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS016	Gathering fee based on receipt point pressure as follows: Less than 100 psig \$1.009 per Mcf, 100 - 174.99 psig \$0.9364 per Mcf, 175 - 249.99 \$0.8739 per Mcf, 250 - 349.99 \$0.8115 per Mcf, Greater than or equal to 350 psig \$0.7595 per Mcf, plus any applicable taxes.
TMGS036	Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 24732

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
79050	D	Mcf	\$1.0700	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
79050	D	Mcf	\$3.5300	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 24733

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 01/16/2014

INITIAL SERVICE DATE: 09/01/2011 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33558	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS017	Gathering fee \$0.65/Mcf, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 24733

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70370	D	Mcf	\$.8500	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33558 **CONFIDENTIAL**					
67205	D	Mcf	\$.6600	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33558 **CONFIDENTIAL**					
67205	D	Mcf	\$.7700	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33558 **CONFIDENTIAL**					
67205	D	Mcf	\$.6600	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33558 **CONFIDENTIAL**					
67206	D	Mcf	\$.6700	08/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33558 **CONFIDENTIAL**					
79050	D	Mcf	\$ 5.5100	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33558 **CONFIDENTIAL**					
79050	D	Mcf	\$ 1.0600	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33558 **CONFIDENTIAL**					
79050	D	Mcf	\$ 12.1600	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33558 **CONFIDENTIAL**					
79050	D	Mcf	\$ 8.7800	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33558 **CONFIDENTIAL**					

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 24733

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 24734

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/20/2014
INITIAL SERVICE DATE: 03/01/2011 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To rept current rate, incl a new rate component, & remove affiliate desig. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143	COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC
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TARIFF CODE: TM	RRC TARIFF NO: 24734
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS016	Gathering fee based on receipt point pressure as follows: Less than 100 psig \$1.009 per Mcf, 100 - 174.99 psig \$0.9364 per Mcf, 175 - 249.99 \$0.8739 per Mcf, 250 - 349.99 \$0.8115 per Mcf, Greater than or equal to 350 psig \$0.7595 per Mcf, plus any applicable taxes.
TMGS036	Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
79051	D	Mcf	\$2.3400	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 24734

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 24735

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/20/2014
INITIAL SERVICE DATE: 03/01/2011 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To rept current rate, incl a new rate component, & remove affiliate desig. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143	COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC
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TARIFF CODE: TM	RRC TARIFF NO: 24735
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS016	Gathering fee based on receipt point pressure as follows: Less than 100 psig \$1.009 per Mcf, 100 - 174.99 psig \$0.9364 per Mcf, 175 - 249.99 \$0.8739 per Mcf, 250 - 349.99 \$0.8115 per Mcf, Greater than or equal to 350 psig \$0.7595 per Mcf, plus any applicable taxes.
TMGS036	Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
79052	D	Mcf	\$3.4200	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 24735

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 24736

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/20/2014
INITIAL SERVICE DATE: 01/01/2011 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To rept current rate, incl a new rate component, & remove affiliate desig. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143	COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC
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TARIFF CODE: TM	RRC TARIFF NO: 24736
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS016	Gathering fee based on receipt point pressure as follows: Less than 100 psig \$1.009 per Mcf, 100 - 174.99 psig \$0.9364 per Mcf, 175 - 249.99 \$0.8739 per Mcf, 250 - 349.99 \$0.8115 per Mcf, Greater than or equal to 350 psig \$0.7595 per Mcf, plus any applicable taxes.
TMGS036	Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67219	D	Mcf	\$3.7100	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 24736

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25335

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 08/20/2013

INITIAL SERVICE DATE: 03/01/2012 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33985	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS019	Gathering fee \$0.10/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70370	D	MMBtu	\$.1100	07/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33985	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25336

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 01/16/2014
INITIAL SERVICE DATE: 03/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33987	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS021	Gathering fee \$0.43/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67206	D	MMBtu	\$4300	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33987	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25337

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 01/16/2014
INITIAL SERVICE DATE: 03/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33986	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS020	Gathering fee \$0.20/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67205	D	MMBtu	\$.2000	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33986 **CONFIDENTIAL**					
67205	D	MMBtu	\$.1900	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33986 **CONFIDENTIAL**					

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25337

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25338

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 01/16/2014
INITIAL SERVICE DATE: 06/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33991	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS022	Gathering fee \$0.80/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67206	D	MMBtu	\$.6500	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33991	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)
 The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.
 I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25339

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/14/2014

INITIAL SERVICE DATE: 03/01/2012 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate, and include a new rate component. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33988	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25339

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule A2-2	Producers shall pay Gatherer a Fee of \$0.533 per Mcf as consideration for receiving Producers` Gas and MV Mitigation Gas at each Receipt Point in the DFW Area and providing the gathering services contemplated in the Agreement. The Fee specified in this Section 2 of this Schedule A2 will be escalated as of January 1 of each Year to equal the product of (i) the Fee in effect immediately prior to such escalation and (ii) 1.025, with the first such escalation occurring as of January 1, 2010.
TMGS036	Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25339

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>						
70372	D	MMBtu	\$1.0200	10/01/2013	Y						
DESCRIPTION: **CONFIDENTIAL**											
<table border="1"> <tr> <td>Customer</td> <td>33988</td> <td colspan="4">**CONFIDENTIAL**</td> </tr> </table>						Customer	33988	**CONFIDENTIAL**			
Customer	33988	**CONFIDENTIAL**									
70372	D	MMBtu	\$3.0900	12/01/2013	Y						
DESCRIPTION: **CONFIDENTIAL**											
<table border="1"> <tr> <td>Customer</td> <td>33988</td> <td colspan="4">**CONFIDENTIAL**</td> </tr> </table>						Customer	33988	**CONFIDENTIAL**			
Customer	33988	**CONFIDENTIAL**									

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25343

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/14/2014
INITIAL SERVICE DATE: 03/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To reflect current rate, and include a new rate component. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33988	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25343

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule A2-3a	Producers shall pay Gatherer \$0.841/Mcf as consideration for receiving Producers` Gas and MV Mitigation Gas each month. These fees and costs will be escalated effective as of January 1 of each Year to equal the product of (i) the Fee and/or cost in effect immediately prior to such escalation and (ii) 1.02 (Fees) and 1.025(Costs), with the first such escalation occurring as of January 1, 2010.
TMGS036	Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC**

TARIFF CODE: TM **RRC TARIFF NO: 25343**

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67209	D	MMBtu	\$1.0000	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
74048	D	MMBtu	\$1.0600	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
74048	D	MMBtu	\$1.0500	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67209	D	MMBtu	\$3.2300	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
74048	D	MMBtu	\$3.3400	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67214	D	MMBtu	\$2.9200	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
70380	D	MMBtu	\$.6400	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
70380	D	MMBtu	\$3.0800	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67229	D	MMBtu	\$.9600	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67215	D	MMBtu	\$3.1200	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC**

TARIFF CODE: TM **RRC TARIFF NO: 25343**

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67216	D	MMBtu	\$1.0300	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67216	D	MMBtu	\$4.7500	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67230	D	MMBtu	\$1.0300	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67230	D	MMBtu	\$3.6700	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67218	D	MMBtu	\$.9600	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67218	D	MMBtu	\$2.2100	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25344

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/14/2014
INITIAL SERVICE DATE: 03/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To reflect current rate, and include a new rate component. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33988	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25344

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule A2-1	<p>Producers shall pay Gatherer the amount specified as consideration for receiving Producers` Gas and MV Mitigation Gas at each Receipt Point on the Barnett Gathering System (excluding the DFW Area and the fixed fees areas described in this Schedule A2) each month and providing the applicable level of gathering services provided: Receipt Point Pressures Less than 100 psig Deemed Stage of Compression 3 \$0.97/Mcf, Receipt Point Pressures 100 to 174.99 psig, Deemed Stage of Compression 2 \$0.90/Mcf, Receipt Point Pressures 175 to 249.99 psig, Deemed Stages of Compression 2, \$ 0.84/Mcf, Receipt Point Pressures 250 to 349.99 psig, Deemed Stages of Compression 2, \$0.78/Mcf, Receipt Point Pressures Greater than or equal to 350 psig, Deemed Stages of Compression 1, \$0.73. (See individual delivery point for specific rate.) For avoidance of doubt, the data concerning Deemed Stages of Compression is applicable only to fuel cap calculations. The Fees specified will be escalated effective as of January 1 of each Year to equal the product of (i) the Fee in effect immediately prior to such escalation and (ii) 1.02, with the first such escalation occurring as of January 1, 2010; provided, as to the Barnett Central GGS, the escalation of the fees will also be made in accordance with Section 4 of this Schedule. Section 4 - Barnett Central Gathering System. The following terms shall apply to the calculation of the Barnett Fees on the Barnett Central Gathering System. (a) Gatherer shall invoice Producers for Producers` Gas and MV Mitigation Gas received each Month at the Barnett Receipt Points on the Barnett Central Gathering System based on the Barnett Fees shown in Section 1 above (b) The following delivery points on the Barnett Central Gathering System are covered by the North Johnson Agreement dated September 1, 2007, between CEMI and CrossTex North Texas Gathering (`CrossTex`), as amended (the `CrossTex Agreement`) are identified below, and such delivery points (together with any other mutually agreeable future delivery points on the Barnett Central Gathering that the Parties designate as such) shall be referred to herein as the Barnett Central CrossTex Delivery Points: Delivery Point - Tantara, Meter Number 7940128, Tantara West, 7940127, Winscott CDP #1, 8040166, Winscott CDP #2, 8040167, (c) If (i) CrossTex curtails or suspends services at the Barnett Central CrossTex Delivery Points, including the occurrence of a force majeure event or similar interruption affecting CrossTex, (ii) Producers reduce the contracted volumes of Gas or actual volumes of Gas delivered under the CrossTex Agreement, or (iii) the pressures at any Barnett Central CrossTex Delivery Point increase as the result of changes by CrossTex in any Month and (as to each of clause (i), (ii) and (iii) preceding) any such event (or combination of such events) causes or results in a change in the distribution of the volume weighted average monthly Barnett Fee pressure tiers in Section 1 above for the Barnett Receipt Points on the Barnett Central Gathering System resulting in lower revenues to Gatherer from such Barnett Receipt Points for such Month, then such event is referred to herein as a CrossTex Event.` (d) During any Month when a CrossTex Event occurs or is in effect, the Barnett Fees for each Barnett Receipt Point on the Barnett Central Gathering System for such Month shall be calculated using the Barnett Fee pressure tier that applied to such Barnett Receipt Point during the most recent Month preceding such CrossTex Event in which a CrossTex Event did not occur. (e)The provisions of this Section 4 of Schedule A2 shall apply to any replacements of the CrossTex Agreement, whether with CrossTex, its successors, or other Person providing low pressure service.</p>
TMGS036	<p>Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume., as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25344

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.</p>

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25344

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67205	D	MMBtu	\$3.1800	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67206	D	MMBtu	\$2.1700	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
70379	D	MMBtu	\$.9500	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
70379	D	MMBtu	\$3.0700	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67213	D	MMBtu	\$1.6900	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67213	D	MMBtu	\$1.6800	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67213	D	MMBtu	\$1.7100	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67213	D	MMBtu	\$3.5600	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
76903	D	MMBtu	\$8.3600	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
67228	D	MMBtu	\$3.2500	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25344

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70370	D	MMBtu	\$2.6500	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33988	**CONFIDENTIAL**			
67205	D	MMBtu	\$1.0700	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33988	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25345

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/14/2014

INITIAL SERVICE DATE: 03/01/2012 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate, and include a new rate component. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33988	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25345

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Schedule A2-3c	Producers shall pay Gatherer \$0.391/Mcf as consideration for receiving Producers` Gas and MV Mitigation Gas each month. These fees and costs will be escalated effective as of January 1 of each Year to equal the product of (i) the Fee and/or cost in effect immediately prior to such escalation and (ii) 1.02 (Fees) and 1.025(Costs), with the first such escalation occurring as of January 1, 2010.
TMGS036	Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25345

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
76906	D	MMBtu	\$2.9400	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33988	**CONFIDENTIAL**			
76908	D	MMBtu	\$6.7900	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33988	**CONFIDENTIAL**			
67224	D	MMBtu	\$3.1900	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33988	**CONFIDENTIAL**			
76905	D	MMBtu	\$3.1200	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33988	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25346

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/14/2014

INITIAL SERVICE DATE: 03/01/2012 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate, and include a new rate component. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33988	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25346

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS017	Gathering fee \$0.65/Mcf, plus any applicable taxes.
TMGS036	<p>Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.</p>

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
79050	D	MMBtu	\$3.3500	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33988	**CONFIDENTIAL**			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25346

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 25347

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/14/2014
INITIAL SERVICE DATE: 03/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To reflect current rate, and include a new rate component. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33988	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143	COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC
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TARIFF CODE: TM	RRC TARIFF NO: 25347
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS016	Gathering fee based on receipt point pressure as follows: Less than 100 psig \$1.009 per Mcf, 100 - 174.99 psig \$0.9364 per Mcf, 175 - 249.99 \$0.8739 per Mcf, 250 - 349.99 \$0.8115 per Mcf, Greater than or equal to 350 psig \$0.7595 per Mcf, plus any applicable taxes.
TMGS036	Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
79051	D	MMBtu	\$3.0600	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33988	**CONFIDENTIAL**			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25347

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25348

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/14/2014
INITIAL SERVICE DATE: 03/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To reflect current rate, and include a new rate component. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33988	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143	COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC
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TARIFF CODE: TM	RRC TARIFF NO: 25348
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS016	Gathering fee based on receipt point pressure as follows: Less than 100 psig \$1.009 per Mcf, 100 - 174.99 psig \$0.9364 per Mcf, 175 - 249.99 \$0.8739 per Mcf, 250 - 349.99 \$0.8115 per Mcf, Greater than or equal to 350 psig \$0.7595 per Mcf, plus any applicable taxes.
TMGS036	Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
79052	D	MMBtu	\$2.9600	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33988	**CONFIDENTIAL**			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25348

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25349

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/14/2014

INITIAL SERVICE DATE: 03/01/2012 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To reflect current rate, and include a new rate component. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33988	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143	COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC
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TARIFF CODE: TM	RRC TARIFF NO: 25349
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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS016	Gathering fee based on receipt point pressure as follows: Less than 100 psig \$1.009 per Mcf, 100 - 174.99 psig \$0.9364 per Mcf, 175 - 249.99 \$0.8739 per Mcf, 250 - 349.99 \$0.8115 per Mcf, Greater than or equal to 350 psig \$0.7595 per Mcf, plus any applicable taxes.
TMGS036	Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67219	D	MMBtu	\$3.3500	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33988	**CONFIDENTIAL**			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25349

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25350

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 01/16/2014
INITIAL SERVICE DATE: 06/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To reflect correct delivery point. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33990	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS024	Gathering fee \$0.25/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70373	D	MMBtu	\$.2200	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33990	**CONFIDENTIAL**			
70373	D	MMBtu	\$.1600	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33990	**CONFIDENTIAL**			
70373	D	MMBtu	\$.2100	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33990	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25350

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25351

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 08/29/2012
INITIAL SERVICE DATE: 03/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: Y **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33989	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS024	Gathering fee \$0.25/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70373	D	MMBtu	\$.2500	03/01/2012	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33989	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25369

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 01/23/2014
INITIAL SERVICE DATE: 05/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To remove affiliate designation. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS025	Gathering fee \$0.367238/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
80360	D	MMBtu	\$.3800	01/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)
 The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.
 I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25377

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 01/23/2014
INITIAL SERVICE DATE: 03/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To remove affiliate designation. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS018	Gathering fee \$0.776368/MMBtu and \$1.270470/MMBtu, plus a compression fee in the amount of \$0.65/MMBtu on wells requiring compression, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
80361	D	MMBtu	\$1.5400	05/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)
 The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.
 I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25406

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 01/23/2014
INITIAL SERVICE DATE: 07/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To remove affiliate designation. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34036	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS026a	Gathering fee \$0.27137/MMBtu, plus a \$150.00/mo flat fee to be billed in the event that the customer does not meet a required \$150.00 in sales, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
80360	D	Mo	\$150.0000	03/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34036	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25692

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 01/16/2014
INITIAL SERVICE DATE: 06/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33991	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS022	Gathering fee \$0.80/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70370	D	MMBtu	\$.8000	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33991	**CONFIDENTIAL**			
70370	D	MMBtu	\$.8100	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33991	**CONFIDENTIAL**			
70370	D	MMBtu	\$.7800	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	33991	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25692

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25760

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/25/2013
INITIAL SERVICE DATE: 04/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To correc TUC requirement.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34287	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS029	Gathering fee \$0.25/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70373	D	MMBtu	\$.2500	07/01/2012	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34287	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY
Neither the gas utility nor the customer had an unfair advantage during the negotiations.
NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)
The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.
I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25761

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/25/2013

INITIAL SERVICE DATE: 04/01/2012 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To correct TUC requirement.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34289	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS029	Gathering fee \$0.25/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70373	D	MMBtu	\$.2500	07/01/2012	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34289	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25762

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/25/2013
INITIAL SERVICE DATE: 04/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To correct TUC requirement.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34288	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS029	Gathering fee \$0.25/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70373	D	MMBtu	\$.2500	06/01/2012	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34288	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25763

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/25/2013
INITIAL SERVICE DATE: 04/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To correct TUC requirement.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34290	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS029	Gathering fee \$0.25/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70373	D	MMBtu	\$.2500	07/01/2012	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34290	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25764

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 04/11/2013
INITIAL SERVICE DATE: 04/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34291	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS028	Gathering fee \$0.20808/MMBtu, Minimum volume: \$250 fee if volume is less than 500 MMBtu per day, plus any applicabel taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70373	D	MMBtu	\$.1000	01/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34291	**CONFIDENTIAL**			
70373	D	MMBtu	\$.2100	02/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34291	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25764

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25765

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/28/2013
INITIAL SERVICE DATE: 04/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To report current rates and to correct TUC requirement. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34292	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS029	Gathering fee \$0.25/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70373	D	MMBtu	\$.2500	07/01/2012	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34292	**CONFIDENTIAL**			
70373	D	MMBtu	\$.2400	10/01/2012	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34292	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25765

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25766

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 04/11/2013
INITIAL SERVICE DATE: 04/01/2012 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: Year to Year

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34286	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS027	Gathering fee \$0.73540/MMBtu, Minimum volume: \$250 fee if volume is less than 500 MMBtu per day, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67205	D	MMBtu	\$.5000	01/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 34286 **CONFIDENTIAL**					
67205	D	MMBtu	\$.7400	02/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 34286 **CONFIDENTIAL**					

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 25766

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 26107

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 07/11/2013
INITIAL SERVICE DATE: 04/01/2013 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To report correction to rate. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34499	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS030	Gathering fee \$0.701363/MMBtu, Compression fee \$0.210409/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67226	D	MMBtu	\$.9100	05/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34499	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
J	Compression	
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 26108

DESCRIPTION: Transmission Miscellaneous **STATUS:** A

OPERATOR NO: 846646

ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 05/23/2013

INITIAL SERVICE DATE: 04/01/2013 **TERM OF CONTRACT DATE:**

INACTIVE DATE: **AMENDMENT DATE:**

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y **RRC DOCKET NO:**

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): To report current rate. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34499	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS031	Gathering fee \$0.376419/MMBtu, plus any applicable taxes.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
80360	D	MMBtu	\$.3800	04/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34499	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 26175

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 09/17/2013
INITIAL SERVICE DATE: 05/01/2013 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34521	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS034c	Reversal of prior month's accrual, plus current month's accrual, plus prior month's actual invoice. Accrual adjusted by escalator of 2.5% annual adjustment. Gathering fee \$0.795777/MMBtu, Compression fee \$0.718904/MMBtu, plus any applicable taxes. Delivery Point No. 86177
TMGS035c	Reversal of prior month's accrual, plus current month's accrual, plus prior month's actual invoice. Accrual adjusted by escalator of 2.5% annual adjustment. Gathering fee \$1.155223/MMBtu, plus any applicable taxes. Delivery Points 86178 and 86179

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
86177	D	MMBtu	\$1.3900	08/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34521	**CONFIDENTIAL**			
86178	D	MMBtu	\$1.4000	07/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34521	**CONFIDENTIAL**			
86179	D	MMBtu	\$1.4000	07/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34521	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 26175

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 26310

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/20/2014
INITIAL SERVICE DATE: 08/01/2013 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To reflect current rate, and include a new rate component. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
33988	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION
GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 26310

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS001a	Gathering Fee per MMBtu plus any applicable taxes. (See individual delivery point for specific rate.)
TMGS036	<p>Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.</p>

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26310

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
86403	D	MMBtu	\$1.9100	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
86403	D	MMBtu	\$0.9900	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					
86403	D	MMBtu	\$0.9600	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer 33988 **CONFIDENTIAL**					

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 26315

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 02/20/2014
INITIAL SERVICE DATE: 08/01/2013 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To rept current rate, incl a new rate component, & remove affiliate desig. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29207	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 26315

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS001a	Gathering Fee per MMBtu plus any applicable taxes. (See individual delivery point for specific rate.)
TMGS036	<p>Minimum Volume Commitment - Producers commit and agree to deliver to Gatherer for gathering on the Barnett Gathering Systems in each Year during the Minimum Volume Period not less than the Adjusted Barnett Annual Minimum Volume for each such Year. The exclusive remedies for any failure of Producers to comply with their obligations under the preceding sentence are set forth in Section 4(b) of this Exhibit A. (b) Deficit Volumes. If Annual Barnett Gathered Volumes in the first Year (2009) of the Minimum Volume Period (which for purposes of this Section 4(b) shall be deemed to begin on the Deemed Start Date as defined in Section 4(g) below) are less than the Adjusted Barnett Annual Minimum Volume for such first Year, then such deficit volume (up to, but not more than, 10% of the Adjusted Barnett Annual Minimum Volume for such first Year and reflected in Mcf's) shall be carried forward to the second Year (2010) and added to the Adjusted Barnett Annual Minimum Volume for such second Year. If there is a shortfall in the first Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor, accompanied by reasonable support for the amount invoiced therein, an amount equal to the shortfall volume in excess of 10% of the Adjusted Barnett Annual Minimum Volume for such first Year multiplied by the Average Barnett Fees (defined below) for such first Year, as partial liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such first Year. If the Annual Barnett Gathered Volumes in the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such second Year (as the Adjusted Barnett Annual Minimum Volume for such second Year may be increased as provided above), then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein an amount equal to the shortfall volume for such second Year (expressed in Mcf's) multiplied by the Average Barnett Fees for such second Year, as liquidated and agreed damages for Producers' failure to deliver the Adjusted Barnett Annual Minimum Volume in such second Year. If the Annual Barnett Gathered Volumes delivered to the Barnett Gathering Systems in any Year after the second Year of the Minimum Volume Period are less than the Adjusted Barnett Annual Minimum Volume for such Year, then Producers shall pay Gatherer in cash, no later than 30 Days following the receipt by Producers from Gatherer of an invoice therefor accompanied by reasonable support for the amount invoiced therein for an amount equal to the shortfall volume for such Year (expressed in Mcf's) multiplied by the Average Barnett Fees for the Year in which such shortfall volume occurred, as liquidated and agreed damages for Producers' failure to deliver the Barnett Annual Minimum Volume in such Year. As used here, the term Average Barnett Fee means, for each Year in the Minimum Volume Period, the Barnett Fee specified in Schedule A2 for Receipt Point Pressures between 175 to 249.99 psig for each such Year, escalated as specified in such Schedule A2 and subject to redetermination in accordance with Section 3 of this Exhibit A. (c) Barnett Excess Volumes. Annual Barnett Excess Volumes shall be accumulated as a credit to be used to reduce the Adjusted Barnett Annual Minimum Volume in future Years as provided herein. Annual Barnett Excess Volumes shall be used to first reduce the Adjusted Barnett Annual Minimum Volume in the last Year of the Minimum Volume Period and then once the Adjusted Barnett Annual Minimum Volume for such Year is completely satisfied from such Annual Barnett Excess Volumes, any remaining Annual Barnett Excess Volumes will be credited to the Adjusted Barnett Annual Minimum Volume for the preceding Year or Years. (d) Adjusted Barnett Annual Minimum Volume. The Adjusted Barnett Annual Minimum Volume shall be determined for each Year in the Minimum Volume Period, solely for purposes of the calculation under Section 4(b) above, as follows: for each such Year the Barnett Annual Minimum Volume, as shown in Schedule A6, shall be (i) decreased by (w) volumes of Producers' Gas not delivered in such Year that are attributable to Barnett Delayed Connections, (x) any Force Majeure Volumes or Maintenance Suspension Volumes not delivered in such Year, (y) the Annual Barnett Excess Volumes, if any, that are applicable to such Year as provided in Section 4(c) above, and (z) upon any termination of Gatherer's rights to operate the DFW Gathering System under Section 12.14, 75% of any remaining DFW PDP Volumes that would have been produced in such Year and (ii) increased by (x) the volumes of Producers' Gas attributable to Barnett Delayed Connections that are connected to a Barnett Gathering System in such Year, (y) the Force Majeure Volumes credited under clause (i)(y) above after resumption of deliveries on the affected Barnett Gathering System, and (z) in the last Year of the Minimum Volume Period, any MVC Additional Volume Wells Amount. Notwithstanding the preceding sentence, the Adjusted Barnett Annual Minimum Volume shall not be determined for the period between the Deemed Start Date and September 30, 2009 and the Barnett Annual Minimum Volume shall apply to such period for purposes of Section 4(b). (e) No Increase in MDQ. No increase or decrease in the Adjusted Barnett Annual Minimum Volume hereunder for a Year will cause an increase or decrease in the Barnett Maximum Daily Quantity for such Year. (f) No Suspension. producers' obligations to make payments under this Exhibit A shall not be suspended by the inability of Producers to deliver Producers' Gas or MV Mitigation Gas under this Agreement due to the occurrence of Force Majeure Events affecting Producers. (g) Deemed Start Date. Notwithstanding anything in this Agreement to the contrary, for purposes of this Section 4 the first Year shall be deemed to begin as of 12:01 a.m., CPT on July 1, 2009 (the Deemed Start Date), and the Annual Barnett Gathered Volumes in the first Year of the Minimum Volume Period shall include the actual volumes of Producers Gas received at the Barnett Receipt Points for the period from such Deemed Start Date to September 30, 2009. (h) Example Calculation. An example calculation of payments that may be due under this Section 4 of Exhibit A is shown in Schedule A9.</p>

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26315

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
86403	D	MMBtu	\$2.1600	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
86403	D	MMBtu	\$1.0200	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			
86403	D	MMBtu	\$.9600	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	29207	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 26496

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 01/17/2014
INITIAL SERVICE DATE: 09/01/2013 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34748	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS001a	Gathering Fee per MMBtu plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67205	D	MMBtu	\$.2900	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34748	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Neither the gas utility nor the customer had an unfair advantage during the negotiations.
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)
 The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.
 I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 **COMPANY NAME:** TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM **RRC TARIFF NO:** 26532

DESCRIPTION: Transmission Miscellaneous **STATUS:** A
OPERATOR NO: 846646
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 01/16/2014
INITIAL SERVICE DATE: 09/01/2013 **TERM OF CONTRACT DATE:**
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: Y **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): To reflect current rate. Tariff was not timely filed due to rate calculation information timing.

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
34749	**CONFIDENTIAL**	Y	

CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
TMGS001a	Gathering Fee per MMBtu plus any applicable taxes. (See individual delivery point for specific rate.)

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7143 COMPANY NAME: TEXAS MIDSTREAM GAS SVCS, LLC

TARIFF CODE: TM RRC TARIFF NO: 26532

DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
70370	D	MMBtu	\$1.0100	12/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34749	**CONFIDENTIAL**			
70370	D	MMBtu	\$1.0000	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34749	**CONFIDENTIAL**			
67206	D	MMBtu	\$1.0200	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34749	**CONFIDENTIAL**			
67206	D	MMBtu	\$1.0100	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34749	**CONFIDENTIAL**			
67206	D	MMBtu	\$1.0000	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34749	**CONFIDENTIAL**			
67219	D	MMBtu	\$1.0200	09/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34749	**CONFIDENTIAL**			
67219	D	MMBtu	\$1.0100	10/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34749	**CONFIDENTIAL**			
67219	D	MMBtu	\$1.0000	11/01/2013	Y
DESCRIPTION: **CONFIDENTIAL**					
Customer	34749	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
I	Gathering	

GAS SERVICES DIVISION

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TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.

NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.