RRC COID: 8431 COMPANY NAME: PANTHER PIPELINE, LLC

TARIFF CODE: TS RRC TARIFF NO: 26941

DESCRIPTION: Transmission Sales STATUS: A

OPERATOR NO:

ORIGINAL CONTRACT DATE: 02/01/2013 **RECEIVED DATE:** 07/29/2014

INITIAL SERVICE DATE: 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): Monthly pricing changes due to index based rates

CUSTOMERS

 CUSTOMER NO
 CUSTOMER NAME
 CONFIDENTIAL?
 DELIVERY POINT

35132 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

2230-M This is a contract for gas lift sales under

This is a contract for gas lift sales under the following terms: Each month the cumulative Gas Lift Sales Volumes will be compared with the cumulative Gas Lift Purchase Volumes and the lesser volume will be subtracted from the greater volume. If the Gas Lift Sales Volume is the greater volume, then the remainder amount is defined as Net Sales Gas. I For any production month with a Net Sales Gas balance, OPERATOR agrees to pay to PIPELINE a price per each MMBtu of Net Sales Gas equal to one-hundred five percent (105%) of the HSC Index (defined below) plus \$1.00. HSC Index is defined as the price determined by reference to the reported price in the following publication: The first issue each month of the periodical Inside F.E.R.C.'s Gas Market Report in the section entitled Market Center Spot Gas Prices under the heading East Texas for the line titled Houston Ship Channel and under the Index column. In addition to the price set out above for gas sold or purchased, PRODUCER agrees to pay to PIPELINE each month a meter and measurement services fee of \$700.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

 ID
 TYPE
 UNIT
 CURRENT CHARGE
 EFFECTIVE DATE
 CONFIDENTIAL

 87353
 D
 MMBtu
 \$5.6620
 06/01/2014
 Y

7/353 D MMBtu \$5.6620 06/01/2014 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 35132 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

M Other(with detailed explanation) Sale for Gas Lift

RRC COID: 8431 COMPANY NAME: PANTHER PIPELINE, LLC

TARIFF CODE: TS RRC TARIFF NO: 26941

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 offerred to be charged is to an affiliated pipeline.)

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

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION

10/28/2014

GSD - 2 TARIFF REPORT

RRC COID: 8431 COMPANY NAME: PANTHER PIPELINE, LLC

TARIFF CODE: TS RRC TARIFF NO: 26960

DESCRIPTION: Transmission Sales STATUS: A

OPERATOR NO:

ORIGINAL CONTRACT DATE: RECEIVED DATE: 07/29/2014

INITIAL SERVICE DATE: 01/01/2013 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): Monthly Pricing changes due to index based rates

CUSTOMERS

<u>CUSTOMER NO</u> <u>CUSTOMER NAME</u> <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

35127 **CONFIDENTIAL**

Y

RRC COID: 8431 COMPANY NAME: PANTHER PIPELINE, LLC

TARIFF CODE: TS RRC TARIFF NO: 26960

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

2226-M

NOTE: Following are the pricing terms of the Base Sales Contract between the Buyer and Seller - however the gas delivered hereunder is pooled by the Texas Municipal Gas Corporation II (MuniGas). Seller is actually paid by the Dealer designated by MuniGas. MuniGas pays Seller under the contract terms below but pays only for actual gas deliveries. Any costs of nomnation differentials or administrative fees described below are paid to Seller directly by Buyer. A separate tariff is in place for the MuniGas payment (designated contract 2226-M-r)

FIRM BASELOAD VOLUMES: Buyer shall nominate to Seller by the 24th day of each month the amount of firm baseload gas it wishes to purchase in the next following month. (Monthly Firm Gas). The Contract Sales Price for Monthly Firm Gas delivered and sold at the Delivery meter by Seller, and purchased and received by Buyer at the aforementioned Delivery Meter will be Inside FERC's Gas Market Report, published in the month of production, under the schedule entitled Market Center Spot-Gas Prices dated the first day of the month, under the subheading East Texas, on the line titled Houston Ship Channel, under the column heading Index plus the cost of service for each monthly period.

EXCESS VOLUMES: Buyer shall nominate to Seller by the 24th day of each month the amount of Excess Volume gas it expects to purchase in the next following month. (Excess Gas). The Contract Sales Price for Excess Gas will be the daily Platt's Gas Daily prices published in the month of production, under the schedule entitled Daily Price Survey for each flow date, under the subheading East-Houston-Katy, on the line titled Houston Ship Channel, under the column heading Midpoint plus the cost of service for each monthly period.

STAND-BY GAS: The Contract Sales Price for Stand-By Gas (defined below) will be the daily Platt's Gas Daily prices published in the month of production, under the schedule entitled Daily Price Survey for each flow date of the Delivery Month, under the subheading East-Houston-Katy, on the line titled Houston Ship Channel, under the column heading Midpoint plus the cost of service plus \$0.07 for each monthly period. The Cost of Service shall be forty-five cents (45 cents) per MMBtu for gas delivered through the Primary and Secondary Seller Supply Sources and for stand-by supplies delivered through any supply source owned or controlled by Seller. For emergency gas supplies delivered through an additional supply source not owned or controlled by Seller the price per MMBtu delivered shall be the total amount invoiced to Seller for such gas deliveries plus two cents (Cost + \$0.02).

SPECIAL CONDITIONS: Notwithstanding the above, the following conditions apply to the purchases of Monthly Firm Gas and Excess Gas; Monthly Firm Gas - Volumes will be elected and scheduled for delivery on a pro rata daily basis for the month. Buyer will have the right to schedule and take delivery of +/- 20% of the pro rata daily volume on any given day; provided, however, that Buyer will be required to take delivery of the nominated Monthly Firm Gas volume by the end of the month. Daily volumes in excess of 120% of the pro rata daily volume will be deemed to be Excess Gas volumes (up to the pro rata daily excess volume nominated). Volumes above the Excess Gas volume will be deemed to be Stand-By Gas. Daily volumes less than 80% of the pro rata daily volume will be deemed Daily Deficiency Gas. Any remaining Monthly Firm Gas obligation at the end of the month of flow will be deemed to be Monthly Deficiency Gas.

Excess Gas - Volumes will be nominated and scheduled for delivery on a pro rata daily basis for the month. Volumes above the pro rata daily Excess Gas volumes will be considered to be Stand-By Gas. There will be no penalty for deliveries less than the pro rata daily volume of Excess Gas. Stand-By Gas - Volumes will be nominated and scheduled with a 24 hour notice where no Monthly Firm Gas and/or Excess Gas nomination has previously been nominated. Volumes in excess of previously nominated Monthly Firm Gas and/or Excess Gas volumes will be deemed Stand-By Gas.

Deficiency Gas - In the event that Buyer does not take delivery of its nominated Monthly Firm Gas during the month of delivery or Buyer takes less than 80% of the pro rata daily volume on any day during the month of delivery, Seller has the Option, but not the obligation, to charge a Deficiency Fee equal to the difference between the Excess Gas price and the Monthly Firm Gas price per MMBtu for the applicable days in which the delivery was less than 80% of the pro rata daily volume of Monthly Firm Gas. The Deficiency Fee shall be charged only on the difference between the actual delivered daily volume of Monthly Firm Gas and the pro rata daily volume of Monthly Firm Gas. Seller agrees that it will only charge the Deficiency Fee to Buyer when Seller is charged a Deficiency Fee (defined in the same manner) by its supplier. In addition to all other costs of service, Seller shall be entitled to charge \$0.025 cents per MMBtu as an administrative fee on MuniGas volumes only

RATE ADJUSTMENT PROVISIONS:

See additional fees described in the Rate Components

DELIVERY POINTS						
<u>ID</u>	TYPE	UNIT	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
87350	D	MMBtu	\$4.9379	06/01/2014	Y	
DESCRIPTION:	**CONFIDENTIAL	_**				
Customer	35127	**C(ONFIDENTIAL**			

RAILROAD COMMISSION OF TEXAS

10/28/2014

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 8431 COMPANY NAME: PANTHER PIPELINE, LLC

TARIFF CODE: TS RRC TARIFF NO: 26960

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

G City Gate Sales

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 offerred to be charged is to an affiliated pipeline.)

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

RAILROAD COMMISSION OF TEXAS GAS SERVICES DIVISION

10/28/2014

GSD - 2 TARIFF REPORT

RRC COID: 8431 COMPANY NAME: PANTHER PIPELINE, LLC

TARIFF CODE: TS RRC TARIFF NO: 26961

DESCRIPTION: Transmission Sales STATUS: A

OPERATOR NO:

ORIGINAL CONTRACT DATE: RECEIVED DATE: 07/29/2014

INITIAL SERVICE DATE: 01/01/2013 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): Monthly pricing changes due to index based rates

CUSTOMERS

<u>CUSTOMER NO</u> <u>CUSTOMER NAME</u> <u>CONFIDENTIAL?</u> <u>DELIVERY POINT</u>

35129 **CONFIDENTIAL**

Y

RRC COID: 8431 COMPANY NAME: PANTHER PIPELINE, LLC

26961

TARIFF CODE: TS RRC TARIFF NO:

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

2226-M-r

NOTE: Following are the pricing terms of the Base Sales Contract - however the gas delivered hereunder is pooled by the Texas Municipal Gas Corporation II (MuniGas) and Seller is actually paid by the Dealer designated by MuniGas. MuniGas pays Seller under the contract terms below but pays only for actual gas deliveries. Any costs of nomnation differentials or administrative fees described below are paid by Buyer under the Base Contract (2226-M) and not by the MuniGas Dealer. This tariff is for Seller's charges to the MuniGas Dealer. A separate tariff is in place for the Buyer under the Base Contract designated 2226-M.

FIRM BASELOAD VOLUMES: Buyer shall nominate to Seller by the 24th day of each month the amount of firm baseload gas it wishes to purchase in the next following month. (Monthly Firm Gas). The Contract Sales Price for Monthly Firm Gas delivered and sold at the Delivery meter by Seller, and purchased and received by Buyer at the aforementioned Delivery Meter will be Inside FERC's Gas Market Report, published in the month of production, under the schedule entitled Market Center Spot-Gas Prices dated the first day of the month, under the subheading East Texas, on the line titled Houston Ship Channel, under the column heading Index plus the cost of service for each monthly period.

EXCESS VOLUMES: Buyer shall nominate to Seller by the 24th day of each month the amount of Excess Volume gas it expects to purchase in the next following month. (Excess Gas). The Contract Sales Price for Excess Gas will be the daily Platt's Gas Daily prices published in the month of production, under the schedule entitled Daily Price Survey for each flow date, under the subheading East-Houston-Katy, on the line titled Houston Ship Channel, under the column heading Midpoint plus the cost of service for each monthly period.

STAND-BY GAS: The Contract Sales Price for Stand-By Gas (defined below) will be the daily Platt's Gas Daily prices published in the month of production, under the schedule entitled Daily Price Survey for each flow date of the Delivery Month, under the subheading East-Houston-Katy, on the line titled Houston Ship Channel, under the column heading Midpoint plus the cost of service plus \$0.07 for each monthly period. The Cost of Service shall be forty-five cents (45 cents) per MMBtu for gas delivered through the Primary and Secondary Seller Supply Sources and for stand-by supplies delivered through any supply source owned or controlled by Seller. For emergency gas supplies delivered through an additional supply source not owned or controlled by Seller the price per MMBtu delivered shall be the total amount invoiced to Seller for such gas deliveries plus two cents (Cost + \$0.02).

SPECIAL CONDITIONS: Notwithstanding the above, the following conditions apply to the purchases of Monthly Firm Gas and Excess Gas; Monthly Firm Gas - Volumes will be elected and scheduled for delivery on a pro rata daily basis for the month. Buyer will have the right to schedule and take delivery of +/- 20% of the pro rata daily volume on any given day; provided, however, that Buyer will be required to take delivery of the nominated Monthly Firm Gas volume by the end of the month. Daily volumes in excess of 120% of the pro rata daily volume will be deemed to be Excess Gas volumes (up to the pro rata daily excess volume nominated). Volumes above the Excess Gas volume will be deemed to be Stand-By Gas. Daily volumes less than 80% of the pro rata daily volume will be deemed Daily Deficiency Gas. Any remaining Monthly Firm Gas obligation at the end of the month of flow will be deemed to be Monthly Deficiency Gas.

Excess Gas - Volumes will be nominated and scheduled for delivery on a pro rata daily basis for the month. Volumes above the pro rata daily Excess Gas volumes will be considered to be Stand-By Gas. There will be no penalty for deliveries less than the pro rata daily volume of Excess Gas. Stand-By Gas - Volumes will be nominated and scheduled with a 24 hour notice where no Monthly Firm Gas and/or Excess Gas nomination has previously been nominated. Volumes in excess of previously nominated Monthly Firm Gas and/or Excess Gas volumes will be deemed Stand-By Gas.

Deficiency Gas - In the event that Buyer does not take delivery of its nominated Monthly Firm Gas during the month of delivery or Buyer takes less than 80% of the pro rata daily volume on any day during the month of delivery, Seller has the Option, but not the obligation, to charge a Deficiency Fee equal to the difference between the Excess Gas price and the Monthly Firm Gas price per MMBtu for the applicable days in which the delivery was less than 80% of the pro rata daily volume of Monthly Firm Gas. The Deficiency Fee shall be charged only on the difference between the actual delivered daily volume of Monthly Firm Gas and the pro rata daily volume of Monthly Firm Gas. Seller agrees that it will only charge the Deficiency Fee to Buyer when Seller is charged a Deficiency Fee (defined in the same manner) by its supplier.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS						
<u>ID</u>	TYPE	UNIT	CURRENT CHARGE	EFFECTIVE DATE	CONFIDENTIAL	
87350	D	MMBtu	\$4.9379	06/01/2014	Y	
DESCRIPTION:	**CONFIDENTIAL*	*				
Customer	35129 **CONFIDENTIAL**					

RAILROAD COMMISSION OF TEXAS 10/28/2014

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

COMPANY NAME: PANTHER PIPELINE, LLC 8431 **RRC COID:**

TARIFF CODE: TS **RRC TARIFF NO:** 26961

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

City Gate Sales

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 offerred to be charged is to an affiliated pipeline.)

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

RRC COID: 8431 COMPANY NAME: PANTHER PIPELINE, LLC

TARIFF CODE: TS RRC TARIFF NO: 26962

DESCRIPTION: Transmission Sales STATUS: A

OPERATOR NO:

ORIGINAL CONTRACT DATE: RECEIVED DATE: 07/29/2014

INITIAL SERVICE DATE: 01/01/2013 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): Monthly pricing changes due to index based rates

CUSTOMERS

 CUSTOMER NO
 CUSTOMER NAME
 CONFIDENTIAL?
 DELIVERY POINT

35130 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

Nominations for each production month shall be made to establish the Contract Quantity for such month. As long as Seller's total deliveries to Buyer for any production month are one-hundred nine percent (109%) or less of the Contract Quantity for such month,

then Buyer shall pay Seller for all deliveries of gas for that production month at a price per MMBtu equal to the HSC First of Month Index minus \$0.005. HSC First of Month Index is defined as the price determined by reference to the reported price in the first issue each month of the periodical Inside F.E.R.C.'s Gas Market Report in the section entitled Market Center Spot Gas Prices under the heading East Texas for the line titled Houston Ship Channel and under the Index column. For volumes of gas delivered by Seller in any production month which are in excess of one-hundred nine percent (109%) of the Contract Quantity, Buyer shall pay Seller a price per

MMBtu equal to the Gas Daily Houston Ship Channel Index minus \$0.005.

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>

87351 D MMBtu \$4.4350 06/01/2014 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 35130 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

C Industrial Sales

RRC COID: 8431 COMPANY NAME: PANTHER PIPELINE, LLC

TARIFF CODE: TS RRC TARIFF NO: 26962

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 offerred to be charged is to an affiliated pipeline.)

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

RRC COID: 8431 COMPANY NAME: PANTHER PIPELINE, LLC

TARIFF CODE: TT RRC TARIFF NO: 26943

DESCRIPTION: Transmission Transportation STATUS: A

OPERATOR NO:

ORIGINAL CONTRACT DATE: RECEIVED DATE: 07/29/2014

INITIAL SERVICE DATE: 04/01/2014 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): Monthly pricing changes due to volumetric based rates

CUSTOMERS

 CUSTOMER NO
 CUSTOMER NAME
 CONFIDENTIAL?
 DELIVERY POINT

35131 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

5201-300

Each production month of the contract term, the daily average production rate of SHIPPER's Gas shall be determined. Referring to such daily average, the total fee to be paid by SHIPPER to GATHERER shall be determined as follows: DAILY AVERAGE VOLUME TIER GATHERING FEE per MMBtu FOR THE TIER The first 5,000 MMBtu \$0.23 Volumes from 5,001 MMBtu to 10,000 MMBtu \$0.13 Volumes from 10,001 MMBtu to 15,000 MMBtu \$0.11 Volumes Greater than 15,000 MMBtu \$0.06 The fees for each tier are cumulative. For example, the first 5,000 MMBtu per day receives the first tier's pricing, the volumes from 5,001 to 10,000 MMBtu per day will receive the second tier's pricing, volumes from 10,001per day will receive the third tier's pricing and volumes above 15,000 per day will receive the fourth tier's pricing. Starting with year four (4), each of the above tiered rates shall escalate \$.015. This increase shall remain in effect through year six (6). The gathering fees in the above table will apply to all actual volumes measured for Shipper's account at Shipper's measurement point upstream of Shipper's actual delivery into Gatherer's system..

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

 ID
 TYPE
 UNIT
 CURRENT CHARGE
 EFFECTIVE DATE
 CONFIDENTIAL

 87354
 R
 MMBtu
 \$.2137
 06/01/2014
 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 35131 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

I Gathering

RAILROAD COMMISSION OF TEXAS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

COMPANY NAME: PANTHER PIPELINE, LLC 8431 **RRC COID:**

TARIFF CODE: TT **RRC TARIFF NO:** 26943

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 offerred to be charged is to an affiliated pipeline.)

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.

10/28/2014

RRC COID: 8431 COMPANY NAME: PANTHER PIPELINE, LLC

TARIFF CODE: TT RRC TARIFF NO: 26944

DESCRIPTION: Transmission Transportation STATUS: A

OPERATOR NO:

ORIGINAL CONTRACT DATE: RECEIVED DATE: 07/29/2014

INITIAL SERVICE DATE: 01/01/2013 TERM OF CONTRACT DATE: AMENDMENT DATE:

CONTRACT COMMENT: None

REASONS FOR FILING

NEW FILING: N RRC DOCKET NO:

CITY ORDINANCE NO:

AMENDMENT(EXPLAIN): None

OTHER(EXPLAIN): Monthly pricing changes due to volumetric based rates

CUSTOMERS

<u>CUSTOMER NO</u> CUSTOMER NAME <u>CONFIDENTIAL?</u> DELIVERY POINT

35128 **CONFIDENTIAL**

Y

CURRENT RATE COMPONENT

RATE COMP. ID DESCRIPTION

For New gas production: GATHERING FEE: The following schedule applies: If the Daily Average Volume in a production month is greater than 1,000 MMBtu per Day then the gathering fee is \$0.11 per MMBtu If the Daily Average Volume in a production month is

less than 1,000 MMBtu per Day then the gathering lee is \$0.11 per MMBtu II the Daily Average Volume in a production month is less than 1,000 MMBtu per Day and more than 499 MMBtu per day, then the gathering fee is \$0.16 per MMBtu plus \$225.00. If the Daily Average Volume in a production month is less than 500 MMBtu per Day then the gathering fee is \$0.20 per MMBtu plus \$450.00. For pre-existing east system gas production: The gathering fee shall be \$0.27 per MMBtu plus \$450 per month. For pre-existing west

system gas production: The gathering fee shall be \$0.13 per MMBtu plus \$450 per month.

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>

87352 R MMBtu \$.2968 06/01/2014 Y

DESCRIPTION: **CONFIDENTIAL**

Customer 35128 **CONFIDENTIAL**

TYPE SERVICE PROVIDED

TYPE OF SERVICE SERVICE DESCRIPTION OTHER TYPE DESCRIPTION

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 offerred to be charged is to an affiliated pipeline.)

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