

**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

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:** 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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:** 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

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:** 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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:** 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	29207	**CONFIDENTIAL**			
67207	D	MMBtu	\$ .9700	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

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:** 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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

<b>RRC COID:</b> 7143	<b>COMPANY NAME:</b> TEXAS MIDSTREAM GAS SVCS, LLC
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<b>TARIFF CODE:</b> TM	<b>RRC TARIFF NO:</b> 22784
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<b>DESCRIPTION:</b> Transmission Miscellaneous	<b>STATUS:</b> A
<b>OPERATOR NO:</b> 846646	
<b>ORIGINAL CONTRACT DATE:</b> 09/01/2009	<b>RECEIVED DATE:</b> 02/20/2014
<b>INITIAL SERVICE DATE:</b>	<b>TERM OF CONTRACT DATE:</b>
<b>INACTIVE DATE:</b>	<b>AMENDMENT DATE:</b>
<b>CONTRACT COMMENT:</b> Year to Year	

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

<b>CUSTOMERS</b>
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<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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    29207                      **CONFIDENTIAL**					
67209	D	MMBtu	\$3.2600	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    29207                      **CONFIDENTIAL**					
74048	D	MMBtu	\$ .9600	09/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    29207                      **CONFIDENTIAL**					
67214	D	MMBtu	\$2.4100	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    29207                      **CONFIDENTIAL**					
70380	D	MMBtu	\$3.7000	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    29207                      **CONFIDENTIAL**					
67229	D	MMBtu	\$3.7200	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    29207                      **CONFIDENTIAL**					
67215	D	MMBtu	\$3.6400	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    29207                      **CONFIDENTIAL**					
67216	D	MMBtu	\$3.4300	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    29207                      **CONFIDENTIAL**					
67230	D	MMBtu	\$ .4100	10/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    29207                      **CONFIDENTIAL**					
67230	D	MMBtu	\$2.3500	12/01/2013	Y
<b>DESCRIPTION:</b> **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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    29207                      **CONFIDENTIAL**					
70370	D	MMBtu	\$3.4400	12/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    29207                      **CONFIDENTIAL**					
67205	D	MMBtu	\$ .9700	11/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    29207                      **CONFIDENTIAL**					
67205	D	MMBtu	\$3.4200	12/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    29207                      **CONFIDENTIAL**					
67206	D	MMBtu	\$1.0600	09/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    29207                      **CONFIDENTIAL**					
67206	D	MMBtu	\$1.0500	10/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    29207                      **CONFIDENTIAL**					
67206	D	MMBtu	\$3.6700	12/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    29207                      **CONFIDENTIAL**					
70379	D	MMBtu	\$1.0300	09/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    29207                      **CONFIDENTIAL**					
70379	D	MMBtu	\$5.6300	12/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    29207                      **CONFIDENTIAL**					
67213	D	MMBtu	\$3.4900	12/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	29207	**CONFIDENTIAL**			
70370	D	MMBtu	\$ .9900	09/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	29207	**CONFIDENTIAL**			
70370	D	MMBtu	\$ 1.0000	10/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	29207	**CONFIDENTIAL**			
76903	D	MMBtu	\$ 1.0300	10/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	29207	**CONFIDENTIAL**			
76903	D	MMBtu	\$ 3.0900	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	29207	**CONFIDENTIAL**			
67228	D	MMBtu	\$ 1.6800	09/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	29207	**CONFIDENTIAL**			
67228	D	MMBtu	\$ 1.7000	11/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	29207	**CONFIDENTIAL**			
67228	D	MMBtu	\$ 4.0600	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer 29207 **CONFIDENTIAL**					
67217	D	MMBtu	\$.6500	04/01/2013	Y
<b>DESCRIPTION:</b> **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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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	<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: 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	29207	**CONFIDENTIAL**			
76906	D	MMBtu	\$9.2300	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	29207	**CONFIDENTIAL**			
76908	D	MMBtu	\$3.4500	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	29207	**CONFIDENTIAL**			
67224	D	MMBtu	\$3.5200	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	29207	**CONFIDENTIAL**			
76905	D	MMBtu	\$ .9600	09/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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:** 24732

**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

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

**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	<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: 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
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	29207	<b>**CONFIDENTIAL**</b>			
79050	D	Mcf	\$3.5300	12/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	29207	<b>**CONFIDENTIAL**</b>			

**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:** 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33558      **CONFIDENTIAL**					
70370	D	Mcf	\$ .6600	10/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33558      **CONFIDENTIAL**					
67205	D	Mcf	\$ .7700	09/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33558      **CONFIDENTIAL**					
67205	D	Mcf	\$ .6600	10/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33558      **CONFIDENTIAL**					
67206	D	Mcf	\$ .6700	08/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33558      **CONFIDENTIAL**					
79050	D	Mcf	\$ 5.5100	09/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33558      **CONFIDENTIAL**					
79050	D	Mcf	\$ 1.0600	10/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33558      **CONFIDENTIAL**					
79050	D	Mcf	\$ 12.1600	11/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33558      **CONFIDENTIAL**					
79050	D	Mcf	\$ 8.7800	12/01/2013	Y
<b>DESCRIPTION:</b> **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

<b>RRC COID:</b> 7143	<b>COMPANY NAME:</b> TEXAS MIDSTREAM GAS SVCS, LLC
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<b>TARIFF CODE:</b> TM	<b>RRC TARIFF NO:</b> 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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

<b>RRC COID:</b> 7143	<b>COMPANY NAME:</b> TEXAS MIDSTREAM GAS SVCS, LLC
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<b>TARIFF CODE:</b> TM	<b>RRC TARIFF NO:</b> 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 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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

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

**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	Mcf	\$3.7100	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

RAILROAD COMMISSION OF TEXAS  
 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer 33986 **CONFIDENTIAL**					
67205	D	MMBtu	\$.1900	11/01/2013	Y
<b>DESCRIPTION:</b> **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.



**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

**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						
<b>DESCRIPTION:</b> **CONFIDENTIAL**											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">33988</td> <td style="width:15%">MMBtu</td> <td style="width:15%">\$1.0200</td> <td style="width:15%">10/01/2013</td> <td style="width:15%">Y</td> </tr> </table>						<b>Customer</b>	33988	MMBtu	\$1.0200	10/01/2013	Y
<b>Customer</b>	33988	MMBtu	\$1.0200	10/01/2013	Y						
<b>DESCRIPTION:</b> **CONFIDENTIAL**											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">33988</td> <td style="width:15%">MMBtu</td> <td style="width:15%">\$1.0200</td> <td style="width:15%">10/01/2013</td> <td style="width:15%">Y</td> </tr> </table>						<b>Customer</b>	33988	MMBtu	\$1.0200	10/01/2013	Y
<b>Customer</b>	33988	MMBtu	\$1.0200	10/01/2013	Y						
70372	D	MMBtu	\$3.0900	12/01/2013	Y						
<b>DESCRIPTION:</b> **CONFIDENTIAL**											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">33988</td> <td style="width:15%">MMBtu</td> <td style="width:15%">\$3.0900</td> <td style="width:15%">12/01/2013</td> <td style="width:15%">Y</td> </tr> </table>						<b>Customer</b>	33988	MMBtu	\$3.0900	12/01/2013	Y
<b>Customer</b>	33988	MMBtu	\$3.0900	12/01/2013	Y						

**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:** 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
74048	D	MMBtu	\$1.0600	09/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
74048	D	MMBtu	\$1.0500	10/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
67209	D	MMBtu	\$3.2300	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
74048	D	MMBtu	\$3.3400	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
67214	D	MMBtu	\$2.9200	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
70380	D	MMBtu	\$.6400	09/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
70380	D	MMBtu	\$3.0800	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
67229	D	MMBtu	\$.9600	09/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
67215	D	MMBtu	\$3.1200	12/01/2013	Y
<b>DESCRIPTION:</b> **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
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	33988	<b>**CONFIDENTIAL**</b>			
67216	D	MMBtu	\$4.7500	12/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	33988	<b>**CONFIDENTIAL**</b>			
67230	D	MMBtu	\$1.0300	09/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	33988	<b>**CONFIDENTIAL**</b>			
67230	D	MMBtu	\$3.6700	12/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	33988	<b>**CONFIDENTIAL**</b>			
67218	D	MMBtu	\$ .9600	09/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	33988	<b>**CONFIDENTIAL**</b>			
67218	D	MMBtu	\$2.2100	12/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	33988	<b>**CONFIDENTIAL**</b>			

**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:** 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

**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
67206	D	MMBtu	\$2.1700	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
70379	D	MMBtu	\$ .9500	09/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
70379	D	MMBtu	\$3.0700	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
67213	D	MMBtu	\$1.6900	09/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
67213	D	MMBtu	\$1.6800	10/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
67213	D	MMBtu	\$1.7100	11/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
67213	D	MMBtu	\$3.5600	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
76903	D	MMBtu	\$8.3600	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					
67228	D	MMBtu	\$3.2500	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer    33988                      **CONFIDENTIAL**					

**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						
<b>DESCRIPTION:</b> **CONFIDENTIAL**											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">33988</td> <td style="width:15%">MMBtu</td> <td style="width:15%">\$2.6500</td> <td style="width:15%">12/01/2013</td> <td style="width:15%">Y</td> </tr> </table>						<b>Customer</b>	33988	MMBtu	\$2.6500	12/01/2013	Y
<b>Customer</b>	33988	MMBtu	\$2.6500	12/01/2013	Y						
<b>DESCRIPTION:</b> **CONFIDENTIAL**											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">33988</td> <td style="width:15%">MMBtu</td> <td style="width:15%">\$2.6500</td> <td style="width:15%">12/01/2013</td> <td style="width:15%">Y</td> </tr> </table>						<b>Customer</b>	33988	MMBtu	\$2.6500	12/01/2013	Y
<b>Customer</b>	33988	MMBtu	\$2.6500	12/01/2013	Y						
67205	D	MMBtu	\$1.0700	11/01/2013	Y						
<b>DESCRIPTION:</b> **CONFIDENTIAL**											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">33988</td> <td style="width:15%">MMBtu</td> <td style="width:15%">\$1.0700</td> <td style="width:15%">11/01/2013</td> <td style="width:15%">Y</td> </tr> </table>						<b>Customer</b>	33988	MMBtu	\$1.0700	11/01/2013	Y
<b>Customer</b>	33988	MMBtu	\$1.0700	11/01/2013	Y						

**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:** 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
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    33988                      **CONFIDENTIAL**					
76908	D	MMBtu	\$6.7900	12/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    33988                      **CONFIDENTIAL**					
67224	D	MMBtu	\$3.1900	12/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
Customer    33988                      **CONFIDENTIAL**					
76905	D	MMBtu	\$3.1200	12/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
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:** 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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

<b>RRC COID:</b> 7143	<b>COMPANY NAME:</b> TEXAS MIDSTREAM GAS SVCS, LLC
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<b>TARIFF CODE:</b> TM	<b>RRC TARIFF NO:</b> 25347
------------------------	-----------------------------

**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

RAILROAD COMMISSION OF TEXAS  
 GAS SERVICES DIVISION  
 GSD - 2 TARIFF REPORT

**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

<b>RRC COID:</b> 7143	<b>COMPANY NAME:</b> TEXAS MIDSTREAM GAS SVCS, LLC
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<b>TARIFF CODE:</b> TM	<b>RRC TARIFF NO:</b> 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

**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

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

**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. 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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	MMBtu	\$3.3500	12/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	33990	**CONFIDENTIAL**			
70373	D	MMBtu	\$.1600	10/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	33990	**CONFIDENTIAL**			
70373	D	MMBtu	\$.2100	11/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	33991	**CONFIDENTIAL**			
70370	D	MMBtu	\$ .8100	10/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	33991	**CONFIDENTIAL**			
70370	D	MMBtu	\$ .7800	11/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

RAILROAD COMMISSION OF TEXAS  
 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.



RAILROAD COMMISSION OF TEXAS  
 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	34291	**CONFIDENTIAL**			
70373	D	MMBtu	\$ .2100	02/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

RAILROAD COMMISSION OF TEXAS  
 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	34292	**CONFIDENTIAL**			
70373	D	MMBtu	\$.2400	10/01/2012	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	34292	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

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

**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.

RAILROAD COMMISSION OF TEXAS  
 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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer 34286 **CONFIDENTIAL**					
67205	D	MMBtu	\$7400	02/01/2013	Y
<b>DESCRIPTION:</b> **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.

**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.



**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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	34521	**CONFIDENTIAL**			
86178	D	MMBtu	\$1.4000	07/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	34521	**CONFIDENTIAL**			
86179	D	MMBtu	\$1.4000	07/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.



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						
<b>DESCRIPTION:</b> **CONFIDENTIAL**											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">33988</td> <td style="width:15%">**CONFIDENTIAL**</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	33988	**CONFIDENTIAL**			
<b>Customer</b>	33988	**CONFIDENTIAL**									
86403	D	MMBtu	\$0.9900	09/01/2013	Y						
<b>DESCRIPTION:</b> **CONFIDENTIAL**											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">33988</td> <td style="width:15%">**CONFIDENTIAL**</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	33988	**CONFIDENTIAL**			
<b>Customer</b>	33988	**CONFIDENTIAL**									
86403	D	MMBtu	\$0.9600	10/01/2013	Y						
<b>DESCRIPTION:</b> **CONFIDENTIAL**											
<table border="1" style="width:100%"> <tr> <td style="width:15%"><b>Customer</b></td> <td style="width:15%">33988</td> <td style="width:15%">**CONFIDENTIAL**</td> <td colspan="3"></td> </tr> </table>						<b>Customer</b>	33988	**CONFIDENTIAL**			
<b>Customer</b>	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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	29207	**CONFIDENTIAL**			
86403	D	MMBtu	\$1.0200	09/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	29207	**CONFIDENTIAL**			
86403	D	MMBtu	\$ .9600	10/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	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.

**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
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	34749	**CONFIDENTIAL**			
70370	D	MMBtu	\$1.0000	11/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	34749	**CONFIDENTIAL**			
67206	D	MMBtu	\$1.0200	09/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	34749	**CONFIDENTIAL**			
67206	D	MMBtu	\$1.0100	10/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	34749	**CONFIDENTIAL**			
67206	D	MMBtu	\$1.0000	11/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	34749	**CONFIDENTIAL**			
67219	D	MMBtu	\$1.0200	09/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	34749	**CONFIDENTIAL**			
67219	D	MMBtu	\$1.0100	10/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	34749	**CONFIDENTIAL**			
67219	D	MMBtu	\$1.0000	11/01/2013	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	34749	**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:** 26532

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

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

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