

System Contract #0.3691

SERVICE AGREEMENT

between

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

and

PHILADELPHIA GAS WORKS

DATED

February 1, 1992

PGW File #87-TRA-1-

SERVICE AGREEMENT

THIS AGREEMENT entered into this ^{15th} day of February, 1992, by and between ~~PHILADELPHIA GAS WORKS 1/ and COMPANY~~, a Delaware corporation, hereinafter referred to as "Seller", first party, and PHILADELPHIA GAS WORKS 1/, hereinafter referred to as "Buyer," second party,

W I T N E S S E T H

WHEREAS, Buyer and Seller desire to consolidate the existing limited term and long term ~~service agreements~~ service agreements between Buyer and Seller into a single long term service agreement under Seller's Rate Schedule FT.

NOW, THEREFORE, Seller and Buyer agree as follows:

ARTICLE I
GAS TRANSPORTATION SERVICE

1. Subject to the terms and provisions of this agreement and of Seller's Rate Schedule FT, Buyer agrees to deliver or cause to be delivered to Seller gas for transportation and Seller agrees to receive, transport and redeliver natural gas to Buyer or for the account of Buyer, on a firm basis, up to the dekatherm equivalent of a Transportation Contract Quantity ("TCQ") of ~~100,000 dekatherms per year~~

2. Transportation service rendered hereunder shall not be subject to curtailment or interruption except as provided in Section 11 of the General Terms and Conditions of Seller's FERC Gas Tariff.

**SERVICE AGREEMENT
(Continued)**

**ARTICLE II
POINT(S) OF RECEIPT**

Buyer shall deliver or cause to be delivered gas at the Point(s) of receipt hereunder at a pressure sufficient to allow the gas to enter Seller's pipeline system at the varying pressures that may exist in such system from time to time; provided, however, that such pressure of the gas delivered or caused to be delivered by Buyer shall not exceed the maximum operating pressure(s) specified below. In the event the maximum operating pressure(s) of Seller's pipeline system, at the Point(s) of receipt hereunder, is from time to time increased or decreased, then the maximum allowable pressure(s) of the gas delivered or caused to be delivered by Buyer to Seller at the point(s) of receipt shall be correspondingly increased or decreased upon written notification of Seller to Buyer. The point(s) of receipt for natural gas received for transportation pursuant to this agreement shall be:

SEE Exhibit A, attached hereto, for points of receipt.

**ARTICLE III
POINT(S) OF DELIVERY**

Seller shall redeliver to Buyer or for the account of Buyer the gas transported hereunder at the following point(s) of delivery and at a pressure(s) of:

SEE Exhibit B, attached hereto, for points of delivery and pressures.

SERVICE AGREEMENT
(CONTINUED)

ARTICLE IV
TERM OF AGREEMENT

~~This agreement shall be effective as of February 1, 1992 and shall remain in force and effect until 8:00 a.m. Eastern Standard Time on 31, 2005~~ and thereafter until terminated by Seller or Buyer upon at least three (3) years written notice; provided, however, this agreement shall terminate immediately and, subject to the receipt of necessary authorizations, if any, Seller may discontinue service hereunder if (a) Buyer, in Seller's reasonable judgment fails to demonstrate credit worthiness, and (b) Buyer fails to provide adequate security in accordance with Section 8.3 of Seller's Rate Schedule FT. As set forth in Section 8 of Article II of Seller's August 7, 1989 revised Stipulation and Agreement in Docket Nos. RP88-68 et al., (a) pregranted abandonment under Section 284.221 (d) of the Commission's Regulations shall not apply to any long term conversions from firm sales service to transportation service under Seller's Rate Schedule FT and (b) Seller shall not exercise its right to terminate this service agreement as it applies to transportation service resulting from conversions from firm sales service so long as Buyer is willing to pay rates no less favorable than Seller is otherwise able to collect from third parties for such service.

ARTICLE V

RATE SCHEDULE AND PRICE

1. Buyer shall pay Seller for natural gas delivered to Buyer hereunder in accordance with Seller's Rate Schedule FT and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof.

2. Seller and Buyer agree that the quantity of gas that Buyer delivers or causes to be delivered to Seller shall include the quantity of gas retained by Seller for applicable compressor fuel, line loss make-up (and injection fuel under Seller's Rate Schedule GSS, if applicable) in providing the transportation service hereunder, which quantity may be changed from time to time and which will be specified in the currently effective Sheet No. 44 of Volume No. 1 of this Tariff which relates to service under this agreement and which is incorporated herein.

**SERVICE AGREEMENT
(Continued)**

3. In addition to the applicable charges for firm transportation service pursuant to Section 3 of Seller's Rate Schedule FT, Buyer shall reimburse Seller for any and all filing fees incurred as a result of Buyer's request for service under Seller's Rate Schedule FT, to the extent such fees are imposed upon Seller by the Federal Energy Regulatory Commission or any successor governmental authority having jurisdiction.

**ARTICLE VI
MISCELLANEOUS**

1. This Agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:

FT Service Agreement dated April 1, 1991, as amended August 1, 1991 (system contract 0.3691); FT (limited term) Service Agreement dated April 10, 1990, as amended April 1, 1991 and August 1, 1991 (system contract 0.3409/0.3449) the term of which Buyer and Seller hereby agree to extend until the effective date of service hereunder.

2. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

3. The interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws, and to all present and future valid laws with respect to the subject matter, including present and future orders, rules and regulations of duly constituted authorities.

4. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

**SERVICE AGREEMENT
(Continued)**

5. Notices to either party shall be in writing and shall be considered as duly delivered when mailed to the other party at the following address:

(a) If to Seller:

Transcontinental Gas Pipe Line Corporation
P. O. Box 1396
Houston, Texas 77251
Attention: Director - Transportation Services

(b) If to Buyer:

Philadelphia Gas Works
800 West Montgomery Avenue
Philadelphia, Pennsylvania 19122
Attention: Vice President - Rates and Federal
Regulatory Affairs

Such address may be changed from time to time by mailing appropriate notice thereof to the other party by certified or registered mail.

SERVICE AGREEMENT
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE
CORPORATION
(Seller)

By: Thomas E. Skains *OSK*
Thomas E. Skains *JMS*
Senior Vice President *SAH*
Transportation and Customer
Services

PHILADELPHIA GAS WORKS
(Buyer)

By: A. P. Dyer *AD*
Title: President

1/ PHILADELPHIA GAS WORKS by PHILADELPHIA FACILITIES MANAGEMENT CORPORATION, a non-profit Pennsylvania corporation, in its capacity as operator and manager of the City-owned facility, pursuant to an Agreement with the City of Philadelphia dated December 29, 1972, as amended.

EXHIBIT "A"
(FT)

System Contract #.3691

Buyer's
Cumulative
Mainline Capacity
Entitlement
(Mcf/day)*

Point(s) of Receipt

- | | | |
|----|---|--------|
| 1. | Suction Side of Seller's Compressor Station 30 at the Existing Point of Interconnection between Seller's Central Texas Lateral and Seller's Mainline at Wharton County, Texas. (Station 30 TP#7133) | 27,136 |
| 2. | Existing Point of Interconnection between Seller and Valero Transmission Company (Seller Meter No. 3396) at Wharton County, Texas. (Wharton Valero TP#6690) | 27,136 |
| 3. | Existing Point of Interconnection between Seller and Meter named Spanish Camp (Seller Meter No. 3365) Wharton County, Texas. (Spanish Camp-Delhi TP#6895) | 27,136 |
| 4. | Existing Point of Interconnection between Seller and Meter named Denton Cooley #1 (Seller Meter No. 3331), In Fort Bend County, Texas (Denton Cooley #1 -TP#1106) | 27,136 |
| 5. | Existing Point of Interconnection between Seller and Meter named Randon East (Fulshear) (Seller Meter No. 1427), in Fort Bend County, Texas. (Randon East (Fulshear) TP#299) | 27,136 |
| 6. | Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 3364) At Fulshear, Fort Bend County, Texas. (Fulshear-HPL TP#6097) | 27,136 |
| 7. | Existing Point of Interconnection between Seller and Meter named White Oak Bayou-Exxon Gas System, Inc. (Seller Meter No. 3545), in Harris County, Texas. (White Oak Bayou-EGSI-TP#1036) | 27,136 |

<u>Point(s) of Receipt</u>	<u>Buyer's Cumulative Mainline Capacity Entitlement (Mcf/day)*</u>
8. Existing Point of Interconnection between Seller and Houston Pipeline Company (Seller Meter No. 4359) at Bammel, Harris County, Texas. (Bammel-HPL TP#6014)	27,136
9. Existing Point of Interconnection between Seller and Delhi Pipeline Company (Seller Meter No. 3346) at Hardin County, Texas. (Hardin-Delhi TP#6696)	27,136
10. Existing Point of Interconnection between Seller and Meter named Vidor Field Junction (Seller Meter No. 3554), in Jasper County, Texas. (Vidor Field Junction-TP#2337)	27,136
11. Existing Point of Interconnection between Seller and Meter named Starks McConathy (Seller Meter No. 3535), in Calcasieu Parish, Louisiana. (Starks McConathy-TP#7346)	27,136
12. Existing Point of Interconnection between Seller and Meter named DeQuincy Intercon (Seller Meter No. 2698), in Calcasieu Parish, Louisiana. (DeQuincy Intercon-TP#7035)	27,136
13. Existing Point of Interconnection between Seller and Meter named DeQuincy Great Scott (Seller Meter No. 3357), in Calcasieu Parish, Louisiana. (DeQuincy Great Scott-TP#6809)	27,136
14. Existing Point of Interconnection between Seller and Meter named Perkins-Phillips (Seller Meter No. 3532), in Calcasieu Parish, Louisiana. (Perkins-Phillips-TP#7508)	27,136
15. Existing Point of Interconnection between Seller and Meter named Perkins (Intercon) (Seller Meter No. 3395), in Calcasieu Parish, Louisiana. (Perkins (Intercon)-TP#7036)	27,136
16. Existing Point of Interconnection between Seller and Meter named Perkins East (Seller Meter No. 2369), in Beauregard Parish, Louisiana. (Perkins East-TP#139)	27,136

<u>Point(s) of Receipt</u>	Buyer's Cumulative Mainline Capacity Entitlement (Mcf/day)*
17. Discharge Side of Seller's Compressor Station 45 at the Existing point of Interconnection between Seller's Southwest Louisiana Lateral and Seller's Mainline Beauregard Parish, Louisiana. (Station 45 TP#7101)	67,043
18. Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation, (Seller Meter No. 4198) at Ragley, Beauregard Parish, Louisiana. (Ragley-TET TP#6217)	67,043
19. Existing Point of Interconnection between Seller and Trunkline Gas Company (Seller Meter No. 4215) at Ragley, Beauregard Parish, Louisiana. (Ragley-Trunkline TP#6218)	67,043
20. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company (Seller Meter No. 3371) at Kinder, Allen Parish, Louisiana. (Kinder TGT-TP#6149)**	67,043
21. Existing Point of Interconnection between Seller and Texas Gas Transmission Corporation (Seller Meter Nos. 3227, 4314, 4457) at Eunice, Evangeline Parish, Louisiana. (Eunice Mamou Tx. Gas TP#6923)	67,043
22. Suction Side of Seller's Compressor Station 50 at the Existing Point of Interconnection between Seller's Central Louisiana Lateral and Seller's Mainline Evangeline Parish, Louisiana. (Station 50 TP#6948)	97,371
23. Existing Point of Interconnection between Seller and Columbia Gulf Transmission Corporation (Seller Meter No. 3142) at Eunice, Evangeline Parish, Louisiana. (Eunice Evangeline Col. Gulf TP#6414)	97,371

<u>Point(s) of Receipt</u>	<u>Buyer's Cumulative Mainline Capacity Entitlement (Mcf/day) *</u>
24. Discharge Side of Seller's Compressor Station 54 at Seller's Washington Storage Field, St. Landry Parish, Louisiana (Station 54 TP#6768)	98,112 March- November 97,371 December- February
25. Existing Point of Interconnection between Seller and Acadian Pipeline (Seller Meter No. 3506) in Pointe Coupee Parish, Louisiana. (Morganza-Acadian Pipeline TP#7060)	97,371
26. Existing Point of Interconnection (Seller Meter No. 3272) at M.P. 566.92, Morganza Field, Pointe Coupee Parish, Louisiana. (Morganza Field - TP#576)	97,371
27. Existing Point of Interconnection between Seller and Meter named West Feliciana Parish-Creole (Seller Meter No. 4464), in West Feliciana Parish, Louisiana. (West Feliciana Parish-Creole TP#7165)	97,371
28. Existing Point of Interconnection between Seller and Mid-Louisiana Gas Company (Seller Meter Nos. 4137, 4184, 3229) at Ethel, East Feliciana Parish, Louisiana. (Ethel-Mid LA TP#6083)	97,371
29. Existing Point of Interconnection between Seller and Meter named Liverpool Northwest (Seller Meter No. 3390), in St. Helena Parish, Louisiana. (Liverpool Northwest-TP#6757)	97,371
30. Suction Side of Seller's Compressor Station 62 on Seller's Southeast Louisiana Lateral in Terrebonne Parish Louisiana. (Station 62 TP#7141)	62,254
31. Existing Point of Interconnection between Seller and Meter named Texas Gas - TLIPCO-Thibodeaux (Seller Meter No. 3533), in Lafourche Parish, Louisiana. (TXGT-TLIPCO-Thibodeaux-TP#7206)	62,254

<u>Point(s) of Receipt</u>	<u>Buyer's Cumulative Mainline Capacity Entitlement (Mcf/day)*</u>
32. Existing Point of Interconnection between Seller and Meter named Romeville-Monterey Pipeline (Seller Meter No. 4410), in St. James Parish, Louisiana. (Romeville-Monterey Pipeline-TP#580)	62,254
33. Existing Point of Interconnection between Seller and Meter named St. James CCIPC (Seller Meter No. 4462), in St. James Parish, Louisiana. (St. James CCIPC-TP#7164)**	62,254
34. Existing Point of Interconnection between Seller and Meter named St. James Faustina (St. Amelia)(Seller Meter No. 3328), in St. James Parish, Louisiana. (St. James Faustina (St. Amelia) TP#6268)**	62,254
35. Existing Point of Interconnection between Seller and Meter named St. James Acadian (Seller Meter No. 4366), in St. James Parish, Louisiana. (St. James Acadian-TP#6677)**	62,254
36. Existing Point of Interconnection between Seller and Meter Named Livingston-Flare (Seller Meter No. 3540), in Livingston Parish, Louisiana. (Livingston-Flare-TP#8739)	62,254
37. Existing Point of Interconnection between Seller and Florida Gas Transmission Company (Seller Meter No. 3217) at St. Helena, St. Helena Parish, Louisiana. (St. Helena FGT-TP#6267)	62,254
38. Existing Point of Interconnection between Seller and Meter named Beaver Dam Creek (Seller Meter No. 3536), in St. Helena Parish, Louisiana. (Beaver Dam Creek-TP#8218)	62,254
39. Suction Side of Seller's Compressor Station 65 at the Existing Point of Interconnection between Seller's Southeast Louisiana Lateral and Seller's Mainline St. Helena Parish, Louisiana. (Station 65 TP#6685)	159,625

<u>Point(s) of Receipt</u>	<u>Bayer's Cumulative Mainline Capacity Entitlement (Mcf/day) *</u>
40. Existing Point of Interconnection between Seller and Meter named Amite County/Koch (Seller Meter No. 3332), in Amite County, Mississippi (Amite County/Koch-TP#6701)	159,625
41. Existing Point of Interconnection between Seller and Meter named McComb (Seller Meter No. 3461), in Pike County, Mississippi. (McComb-TP#6446)	159,625
42. Existing Point of Interconnection between Seller and United Gas Pipe Line Company at Holmesville (Seller Meter No. 3150), Pike County, Mississippi. (Holmesville-United TP#6128)	159,625
43. Discharge Side of Seller's Compressor Station 70 at M.P. 661.77 in Walthall County, Mississippi. (M.P. 661.77-Station 70 Discharge-TP#7142)	159,625
44. Existing Point of Interconnection between Seller and United Gas Pipe Line Company at Walthall (Seller Meter No. 3095), Walthall County, Mississippi. (Walthall-UGPL TP#6310)	159,625
45. Existing Point of Interconnection between Seller and Meter named Darbun-Pruett 34-10 (Seller Meter No. 3446) at M.P. 668.46 on Seller's Main Transmission Line, Darbun Field, Walthall County, Mississippi. (Darbun Pruett TP#6750)	159,625
46. Existing Point of Interconnection between Seller and Meter named Ivy Newsome (Seller Meter No. 3413) in Marion County, Mississippi. (Ivy Newsome-TP#6179)	159,625
47. Existing Point of Interconnection between Seller and West Oakvale Field at M.P. 680.47-Marion County, Mississippi. (M.P. 680.47-West Oakvale Field-TP#7144)	159,625

<u>Point(s) of Receipt</u>	Buyer's Cumulative Mainline Capacity Entitlement (Mcf/day)*
48. Existing Point of Interconnection between Seller and East Morgantown Field at M.P. 680.47 in Marion County, Mississippi. (M.P. 680.47-E. Morgantown Field-TP#7145)	159,625
49. Existing Point of Interconnection between Seller and Greens Creek Field, at M.P. 681.84 Marion County, Mississippi. (M. P. 681.84 Greens Creek Field TP#7146)	159,625
50. Existing Point of Interconnection between Seller and Meter named M.P.685.00-Oakvale Unit 6-6 in Jefferson Davis County, Mississippi. (M.P. 685.00-Oakvale Unit 6-6 -TP#1376)	159,625
51. Existing Point of Interconnection between Seller and Meter named M.P. 687.23-Oakvale Field in Marion County, Mississippi. (M.P. 687.23-Oakvale Field-TP#7147)	159,625
52. Existing Point of Interconnection between Seller and Bassfield at named M.P. 696.40 in Marion County, Mississippi. (M.P. 696.40 Bassfield-TP#9439)	159,625
53. Existing Point of Interconnection between Seller and Meter named Lithium/Holiday Creek -Frm (Seller Meter No. 3418), in Jefferson Davis County, Mississippi. (Lithium/Holiday Creek-Frm-TP#7041)	159,625
54. Existing Point of Interconnection between Seller and S. W. Sumrall Field and Holiday Creek at M.P. 692.05-Holiday Creek in Jefferson Davis, Mississippi. (M.P. 692.05 -Holiday Creek-TP#7159)	159,625
55. Existing Point of Interconnection between Seller and ANR Pipe Line Company at Holiday Creek (Seller Meter No. 3241), Jefferson David County, Mississippi. (Holiday Creek-ANR TP#398)	159,625

<u>Point(s) of Receipt</u>	<u>Buyer's Cumulative Mainline Capacity Entitlement (Mcf/day)*</u>
56. Existing Point of Interconnection between Seller and Mississippi Fuel Company at Jeff Davis (Seller Meter No. 3252), Jefferson Davis County, Mississippi. (Jefferson Davis County-Miss Fuels TP#6579)	159,625
57. Existing Point of Interconnection between Seller and Meter named Jefferson Davis-Frm (Seller Meter No. 4420), in Jefferson Davis County, Mississippi. (Jefferson Davis-Frm-TP#7033)	159,625
58. Existing Point of Interconnection between Seller and Carson Dome Field M.P. 696.41, in Jefferson Davis County, Mississippi. (M.P. 696.41-Carson Dome Field-TP#7148)	159,625
59. Existing Point of Interconnection between Seller and Meter Station named Bassfield-ANR Company at M.P. 703.17 on Seller's Main Transmission Line (Seller Meter No. 3238), Covington County, Mississippi. (Bassfield-ANR TP#7029)	159,625
60. Existing Point of Interconnection between Seller and Meter named Patti Bihm #1 (Seller Meter No. 3468), in Covington County, Mississippi. (Patti Bihm #1-TP#7629)	159,625
61. Discharge Side of Seller's Compressor at Seller's Eminence Storage Field (Seller Meter No. 4166 and 3160) Covington County, Mississippi. (Eminence Storage TP#5561)	159,625
62. Existing Point of Interconnection between Seller and Dont Dome Field at M.P. 713.39 in Covington, County, Mississippi. (M.P. 713.39-Dont Dome-TP#1396)	159,625
63. Existing Point of Interconnection between Seller and Endevco in Covington County, Mississippi. (Hattiesburg-Interconnect storage TP#1686)	159,625

<u>Point(s) of Receipt</u>	<u>Buyer's Cumulative Mainline Capacity Entitlement (Mcf/day)*</u>
64. Existing Point at M.P. 719.58 on Seller's Main Transmission Line (Seller Meter No. 3544), Centerville Dome Field, Jones County, Mississippi. (Centerville Dome Field-TP#1532)	159,625
65. Existing Point of Interconnection between Seller and Meter named Calhoun (Seller Meter No. 3404), in Jones County, Mississippi. (Calhoun-TP#378)	159,625
66. Existing Point at M.P. 727.78 on Seller's Main Transmission Line, Jones County, Mississippi. (Jones County-Gitano TP#7166)	159,625
67. Existing Point of Interconnection between Seller and a Meter named Koch Reedy Creek (Seller Meter No. 3333), Jones County, Mississippi. (Reedy Creek-Koch TP#670)	159,625
68. Existing Point of Interconnection between Seller and Meter named Sharon Field (Seller Meter No. 3000), in Jones County, Mississippi. (Sharon Field-TP#419)	159,625
69. Existing Point of Interconnection between Seller and Tennessee Gas Transmission Company at Heidelberg (Seller Meter No. 3109), Jasper County, Mississippi. (Heidelberg-Tennessee TP#6120)	159,625
70. Existing Point of Interconnection between Seller and Mississippi Fuel Company at Clarke (Seller Meter No. 3254), Clarke County, Mississippi. (Clarke County-Miss Fuels TP#6047)	159,625
71. Existing Point of Interconnection between Seller and Meter named Clarke County-Koch at M.P. 757.29 in Clarke County, Mississippi. (Clarke County-Koch-TP#5566)	159,625

<u>Point(s) of Receipt</u>	<u>Buyer's Cumulative Mainline Capacity Entitlement (Mcf/day) *</u>
72. Existing Point of Interconnection between Seller's mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama. (Station 85 - Mobile Bay Pool TP#8244)	159,625
73. Existing Point of Interconnection between Seller's mainline and Mobile Bay Lateral at M.P. 784.66 in Choctaw County, Alabama. (Station 85 - Mainline Pool TP#6971)	159,625
74. Existing Point of Interconnection between Seller and Magnolia Pipeline in Chilton County, Alabama. (Magnolia Pipeline Interconnect-TP#1808)	159,625
75. Existing Point of Interconnection between Seller and Southern Natural Gas Company, (Seller Meter No. 4087) at Jonesboro, Clayton County, Georgia. (Jonesboro-SNG-TP#6141)	159,625
76. Existing Point of Interconnection between Seller and Columbia Gas Transmission (Seller Meter No. 7157) at Dranesville, Fairfax County, Virginia. (Dranesville-Colgas-TP#6068)**	159,625
77. Existing Point of Interconnection between Seller and Columbia Gas Transmission (Seller Meter No. 4080) at Rockville, Baltimore County, Maryland. (Rockville-Colgas-TP#6227)**	159,625
78. Existing Point of Interconnection between Seller and Columbia Gas Transmission (Seller Meter No. 3088) at Downingtown, Chester County, Pennsylvania. (Downingtown-Colgas-TP#6067)**	159,625
79. Existing Point of Interconnection between Seller and Texas Eastern Transmission Corporation (Seller Meter No. 4133) at Skippack, Montgomery County, Pennsylvania. (Skippack-TET-TP#6249)**	159,625

Buyer shall not tender, without the prior consent of Seller, at any point(s) of receipt on any day a quantity in excess of the applicable Buyer's Cumulative Mainline Capacity Entitlement for such point(s) of receipt.

* These quantities do not include the additional quantities of gas retained by Seller for applicable compressor fuel and line loss make-up provided for in Article V, 2 of this Service Agreement, which are subject to change as provided for in Article V, 2 hereof.

** Receipt of gas by displacement only.

Exhibit B

Point(s) of Delivery

Pressure(s)

1. Station 54* Not Applicable.

2. Seller's Eminence Storage Field, Covington County, Mississippi. Prevailing pressure in Seller's pipeline system not to exceed maximum allowable operating pressure.

3. Ashmead Road Meter Station, located on Seller's Oreland Line at mile post 13.44 in Cheltenham Township, Montgomery County, Pennsylvania, near the city limits line of the City of Philadelphia, Pennsylvania. Not less than one hundred (100) pounds per square inch gauge or at such other pressures as may be agreed upon in the day to day operation of Seller and Buyer.

4. Whitman Meter Station, located in the City of Philadelphia, Pennsylvania, on Delaware Avenue approximately 550 feet south of the intersection of Delaware Avenue and Packer Avenue where the facilities of Seller connect with those of Buyer. Not less than one hundred (100) pounds per square inch gauge or at such other pressures as may be agreed upon in the day to day operation of Seller and Buyer.

5. Richmond Meter Station, located adjacent to Seller's Trenton-Woodbury line at mile post 36.83 and near the intersection of Lewis and Delaware Avenue, Philadelphia County, Philadelphia, Pennsylvania. Not less than one hundred (100) pounds per square inch gauge or at such other pressures as may be agreed upon in the day to day operations of Seller and Buyer.

* Delivery to Seller's Washington Storage Field for injection into storage is subject to the terms, conditions and limitations of Seller's WSS Rate Schedule.

Exhibit B

Point(s) of Delivery

Pressure(s)

6. Northeast Philadelphia Meter Station (Somerton), located near the westerly terminus of Brookside Drive and approximately 1200 feet northeasterly from County Line Road in Lower Southampton Township, Bucks County, Pennsylvania.

Not less than one hundred (100) pounds per square inch gauge or at such other pressures as may be agreed upon in the day to day operation of Seller and buyer.

7. Oreland Meter Station, located on Seller's Oreland Line at mile post 6.09 in Springfield Township, Montgomery County, Pennsylvania.

Not less than one hundred (100) pounds per square inch gauge or at such other pressures as may be agreed upon in the day to day operations of Seller and Buyer.