

PIPELINE COMPANY TARIFF SHEETS

Currently Effective Rates
 Applicable to Rate Schedule FTS-1
 Rates in Dollars per Dth

Rate Schedule FTS-1	<u>Base Rate</u> (1) 1/	<u>Total Effective Rate</u> (2) 1/	<u>Daily Rate</u> (3) 1/
<u>Market Zone</u>			
Reservation Charge			
Maximum	4.170	4.170	0.1371
Minimum	0.000	0.000	0.000
Commodity			
Maximum	0.0109	0.0109	0.0109
Minimum	0.0109	0.0109	0.0109
Overrun			
Maximum	0.1480	0.1480	0.1480
Minimum	0.0109	0.0109	0.0109

1/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 31 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<http://www.ferc.gov>) is incorporated herein by reference.

Currently Effective Rates
 Applicable to Rate Schedule SST
 Rate Per Dth

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM Rates	Total Effective Rate 2/	Daily Rate 2/
Rate Schedule SST								
Reservation Charge 3/4/ Commodity	\$	4.324	0.224	0.077	0.015	1.487	6.127	0.2015
Maximum	¢	1.02	0.05	0.80	0.00	0.00	1.87	1.87
Minimum	¢	1.02	0.05	0.80	0.00	0.00	1.87	1.87
Overrun 4/								
Maximum	¢	15.24	0.79	1.05	0.05	4.89	22.02	22.02
Minimum	¢	1.02	0.05	0.80	0.00	0.00	1.87	1.87

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<http://www.ferc.gov>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.
- 4/ Shippers utilizing the Eastern Market Expansion (EME) facilities for Rate Schedule SST service will pay a total SST reservation charge of \$17.625. If EME customers incur an overrun for SST services that is provided under their EME Project service agreements, they will pay a total overrun rate of 58.97 cents. The applicable EME demand charge and EME overrun charge can be added to the applicable surcharges above to calculate the EME Total Effective Rates.

Currently Effective Rates
 Applicable to Rate Schedule FTS
 Rate Per Dth

		Base Tariff Rate 1/ 2/	TCRA Rates	EPCA Rates	OTRA Rates	CCRM Rates	Total Effective Rate 2/	Daily Rate 2/
Rate Schedule FTS								
Reservation Charge 3/	\$	4.484	0.224	0.077	0.015	1.487	6.287	0.2067
Commodity								
Maximum	¢	1.04	0.05	0.80	0.00	0.00	1.89	1.89
Minimum	¢	1.04	0.05	0.80	0.00	0.00	1.89	1.89
Overrun								
Maximum	¢	15.78	0.79	1.05	0.05	4.89	22.56	22.56
Minimum	¢	1.04	0.05	0.80	0.00	0.00	1.89	1.89

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 34 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<http://www.ferc.gov>) is incorporated herein by reference.
- 3/ Minimum reservation charge is \$0.00.

Currently Effective Rates
 Applicable to Rate Schedule FSS
 Rate Per Dth

	Base Tariff Rate 1/	Transportation Cost Rate Adjustment		Electric Power Costs Adjustment		Annual Charge Adjustment 2/	Total Effective Rate	Daily Rate
		Current	Surcharge	Current	Surcharge			
Rate Schedule FSS								
Reservation Charge 3/ \$	1.501	-	-	-	-	-	1.501	0.0493
Capacity 3/ ¢	2.88	-	-	-	-	-	2.88	2.88
Injection ¢	1.53	-	-	-	-	-	1.53	1.53
Withdrawal ¢	1.53	-	-	-	-	-	1.53	1.53
Overrun 3/ ¢	10.87	-	-	-	-	-	10.87	10.87

- 1/ Excludes Account 858 expenses and Electric Power Costs which are recovered through Columbia's Transportation Costs Rate Adjustment (TCRA) and Electric Power Costs Adjustment (EPCA), respectively.
- 2/ ACA assessed where applicable pursuant to Section 154.402 of the Commission's Regulations.
- 3/ Shippers utilizing the Eastern Market Expansion (EME) facilities for FSS service will pay a total FSS MDSQ reservation charge of \$4.130 and a total FSS SCQ capacity rate of 6.80 cents. If EME customers incur an overrun for FSS services that is provided under their EME Project service agreements, they will pay a total FSS overrun rate of 23.44 cents. The additional EME demand charges and EME overrun charges can be added to the applicable surcharges above to develop the EME Total Effective Rate.

RETAINAGE PERCENTAGES

Transportation Retainage	1.454%
Gathering Retainage	4.500%
Storage Gas Loss Retainage	0.540%
Ohio Storage Gas Loss Retainage	0.610%
Columbia Processing Retainage 1/	0.000%

1/ The Columbia Processing Retainage shall be assessed separately from the processing retainage applicable to third party processing plants set forth in Section 25.3 (f) of the General Terms and Conditions.

RATES PER DEKATHERM

COMMODITY RATES
 RATE SCHEDULE FOR FT-A

Base
 Commodity Rates

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0032		\$0.0115	\$0.0177	\$0.0219	\$0.2668	\$0.2546	\$0.3030
L		\$0.0012						
1	\$0.0042		\$0.0081	\$0.0147	\$0.0179	\$0.2269	\$0.2313	\$0.2641
2	\$0.0167		\$0.0087	\$0.0012	\$0.0028	\$0.0734	\$0.1178	\$0.1305
3	\$0.0207		\$0.0169	\$0.0026	\$0.0002	\$0.0982	\$0.1358	\$0.1482
4	\$0.0250		\$0.0205	\$0.0087	\$0.0105	\$0.0454	\$0.0642	\$0.1041
5	\$0.0284		\$0.0256	\$0.0100	\$0.0118	\$0.0639	\$0.0633	\$0.0787
6	\$0.0346		\$0.0300	\$0.0143	\$0.0163	\$0.0984	\$0.0533	\$0.0324

Minimum
 Commodity Rates 1/, 2/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0032		\$0.0115	\$0.0177	\$0.0219	\$0.0250	\$0.0284	\$0.0346
L		\$0.0012						
1	\$0.0042		\$0.0081	\$0.0147	\$0.0179	\$0.0210	\$0.0256	\$0.0300
2	\$0.0167		\$0.0087	\$0.0012	\$0.0028	\$0.0056	\$0.0100	\$0.0143
3	\$0.0207		\$0.0169	\$0.0026	\$0.0002	\$0.0081	\$0.0118	\$0.0163
4	\$0.0250		\$0.0205	\$0.0087	\$0.0105	\$0.0028	\$0.0046	\$0.0092
5	\$0.0284		\$0.0256	\$0.0100	\$0.0118	\$0.0046	\$0.0046	\$0.0066
6	\$0.0346		\$0.0300	\$0.0143	\$0.0163	\$0.0086	\$0.0041	\$0.0020

Maximum
 Commodity Rates 1/, 2/, 3/

RECEIPT ZONE	DELIVERY ZONE							
	0	L	1	2	3	4	5	6
0	\$0.0041		\$0.0124	\$0.0186	\$0.0228	\$0.2677	\$0.2555	\$0.3039
L		\$0.0021						
1	\$0.0051		\$0.0090	\$0.0156	\$0.0188	\$0.2278	\$0.2322	\$0.2650
2	\$0.0176		\$0.0096	\$0.0021	\$0.0037	\$0.0743	\$0.1187	\$0.1314
3	\$0.0216		\$0.0178	\$0.0035	\$0.0011	\$0.0991	\$0.1367	\$0.1491
4	\$0.0259		\$0.0214	\$0.0096	\$0.0114	\$0.0463	\$0.0651	\$0.1050
5	\$0.0293		\$0.0265	\$0.0109	\$0.0127	\$0.0648	\$0.0642	\$0.0796
6	\$0.0355		\$0.0309	\$0.0152	\$0.0172	\$0.0993	\$0.0542	\$0.0333

Notes:

- 1/ Rates stated above exclude the ACA Surcharge as revised annually and posted on the FERC website at <http://www.ferc.gov> on the Annual Charges page of the Natural Gas section. The ACA Surcharge is incorporated by reference into Transporter's Tariff and shall apply to all transportation under this Rate Schedule as provided in Article XXIV of the General Terms and Conditions.
- 2/ The applicable F&L's and EPCR's, determined pursuant to Article XXXVII of the General Terms and Conditions, are listed on Sheet No. 32.
- 3/ Includes a per Dth charge for the PS/GHG Surcharge Adjustment per Article XXXVIII of the General Terms and Conditions of \$0.0009.

FUEL AND EPCR

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F&LR 1/, 2/, 3/, 4/	RECEIPT ZONE	DELIVERY ZONE							
		0	L	1	2	3	4	5	6
	0	0.51%		1.54%	2.28%	2.86%	3.33%	3.75%	4.44%
	L		0.26%						
	1	0.63%		1.12%	1.92%	2.31%	2.82%	3.41%	3.88%
	2	2.33%		1.19%	0.25%	0.46%	0.85%	1.43%	1.93%
	3	2.86%		2.31%	0.46%	0.14%	1.17%	1.69%	2.20%
	4	3.33%		2.62%	1.19%	1.41%	0.48%	0.73%	1.24%
	5	3.88%		3.41%	1.44%	1.69%	0.72%	0.71%	0.91%
	6	4.63%		4.02%	1.93%	2.20%	1.17%	0.57%	0.30%

EPCR 3/, 4/	RECEIPT ZONE	DELIVERY ZONE							
		0	L	1	2	3	4	5	6
	0	\$0.0039		\$0.0151	\$0.0233	\$0.0290	\$0.0350	\$0.0398	\$0.0477
	L		\$0.0013						
	1	\$0.0053		\$0.0105	\$0.0193	\$0.0236	\$0.0293	\$0.0359	\$0.0412
	2	\$0.0233		\$0.0113	\$0.0012	\$0.0034	\$0.0076	\$0.0138	\$0.0190
	3	\$0.0290		\$0.0236	\$0.0034	\$0.0000	\$0.0111	\$0.0164	\$0.0219
	4	\$0.0350		\$0.0271	\$0.0113	\$0.0137	\$0.0036	\$0.0063	\$0.0118
	5	\$0.0398		\$0.0359	\$0.0138	\$0.0164	\$0.0062	\$0.0061	\$0.0082
	6	\$0.0477		\$0.0412	\$0.0190	\$0.0219	\$0.0110	\$0.0046	\$0.0017

- 1/ Included in the above F&LR is the Losses component of the F&LR equal to 0.10%.
- 2/ For service that is rendered entirely by displacement and for gas scheduled and allocated for receipt at the Dracut, Massachusetts receipt point, Shipper shall render only the quantity of gas associated with Losses of 0.10%.
- 3/ The F&LR's and EPCR's listed above are applicable to FT-A, FT-BH, FT-G, FT-GS, and IT.
- 4/ The F&LR's and EPCR's determined pursuant to Article XXXVII of the General Terms and Conditions.

Currently Effective Rates
 Applicable to Rate Schedule FTS
 Rate per Dth

	Base Tariff Rate 2/	Total Effective Rate 2/	Daily Rate 2/
Rate Schedule FTS			
Reservation Charge 1/ Commodity	\$ 0.509	0.509	0.0167
Maximum	¢ 0.00	0.00	0.00
Minimum	¢ 0.00	0.00	0.00
Overrun	¢ 1.67	1.67	1.67

1/ Minimum reservation charge is \$0.00.

2/ Excludes the Annual Charge Adjustment (ACA) Surcharge. An ACA Commodity surcharge per Dth shall be assessed where applicable pursuant to Section 154.402 of the Commission's Regulations and in accordance with Section 31 of the GTC of Transporter's FERC Gas Tariff. The ACA unit charge authorized for each fiscal year (commencing October 1) by the Commission and posted on its website (<http://www.ferc.gov>) is incorporated herein by reference.

RETAINAGE PERCENTAGE

Transportation Retainage 0.457%

THE STATE OF TEXAS, COUNTY OF DALLAS

THIS INSTRUMENT, known as the "Agreement" dated as of October 1, 2008 (the "Agreement"), by and between...

- A. This is an all or nothing... B. Certain portions... C. Payment of the... D. The... E. The...



1. Incorporated Under Agreement will include CXC liability for the incremental liability charges.

2. INCORPORATED UNDER AGREEMENT, in consideration of the mutual covenants and agreements contained herein and elsewhere by the parties hereto, hereby, the Parties agree as follows:

1. Incorporation of Revised Regulations. The Statute set forth hereinabove are incorporated into this Agreement as if recited and not by reference. Capitalized terms used and not otherwise defined herein have their respective meanings given such terms in the Operating Agreement, as amended by the Third Amendment to the Operating Agreement. As used herein, the term "Statute" refers to a Section of the Agreement.

2. Incorporation of Revised Regulations. The Statute set forth hereinabove are incorporated into this Agreement as if recited and not by reference. Capitalized terms used and not otherwise defined herein have their respective meanings given such terms in the Operating Agreement, as amended by the Third Amendment to the Operating Agreement. As used herein, the term "Statute" refers to a Section of the Agreement.

3. Payment by CXC. During the Term, CXC agrees to pay directly all charges for the incremental liability charges... (The text is very faint and difficult to read in this section.)

4. Termination.

1. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue until the expiration of the Operating Agreement or the termination of the Operating Agreement as provided in Section 9.1. Termination is not an option or remedy for any breach or default of a party to this Agreement and shall also terminate if any of the parties hereto ceases to be a party to the Agreement or the Agreement expires by its own terms or is terminated by any other means. Any right or duty of any party shall survive the termination or expiration of this Agreement to the extent such right or duty is not terminated by this Agreement.

3. This Agreement may be terminated

- i. by CMC, for any reason or for convenience, upon thirty (30) days prior written notice to Owner-Operator, or
- ii. by Owner-Operator upon fifteen (15) days prior written notice to CMC, in the event CMC fails to make any payment required to be made under this Agreement when due and such failure continues for a period of forty-two (42) days or
- iii. by either party upon written notice to the other in the event either party files a voluntary petition in bankruptcy or reorganization or fails to incur such a petition filed against it or is deemed without ability to pay its debts as they come due or admits its inability to pay its debts as they come due, or ceases to operate for its benefit, or ceases to do business, or is otherwise in default of its obligations,
- iv. immediately, without the requirement of notice by or to any party, in the event that CMC files a voluntary petition in bankruptcy or reorganization or fails to incur such a petition filed against it or is deemed without ability to pay its debts as they come due or admits its inability to pay its debts as they come due, or ceases to operate for its benefit, or ceases to do business, or is otherwise in default of its obligations.

4. Notwithstanding, all notices required or permitted to be made pursuant to this Agreement shall be in writing and delivered by hand, mail, or in person or by a nationally recognized overnight courier to the address or the following respective addresses, in which case delivery shall be deemed to have occurred on the date of such delivery or the date of such mailing, or the date of such personal delivery, as applicable.

CMC:

Columbia Gas of Kentucky, Inc.
 2001 Madison Road
 Lexington, KY 40511
 Attention: President
 Phone: 606-288-0278

with a copy to:

Columbia Gas of Kentucky, Inc.
 2001 Madison Road
 Lexington, KY 40511
 Attention: Director of Regulatory
 Phone: 606-288-0278





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its respective WITNESSES, the Parties hereto have signed this Agreement to be duly executed and delivered by their duly authorized officers in and to the Effective Date.

CONTRACTOR: CLASS INTERNATIONAL, INC.

 By Robert J. [unclear]
Name: Robert J. [unclear]
Title: Executive Vice President and Chief Commercial Officer

CONTRACTOR: CLASS INTERNATIONAL, INC.

By [Handwritten Signature]
Name: [unclear]
Title: President