

ATLANTA GAS LIGHT COMPANY
TARIFF

Version 01/01/2026

Part I: TERMS OF SERVICE

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1. Definitions

The following definitions apply to all provisions of the Tariff (as defined below). Terms that are only applicable to specific Tariff provisions are defined within those provisions (and for purposes of such provisions may differ from the definitions set forth below).

1.1 **Aggregate Pool** – One or more Primary Pools as designated by the Company.

1.2 **Allowable Investment** – The amount the Company may invest, without contribution or payment by the Applicant, to extend or expand Main, Service Lines and Meters in order to connect Customers to the system, which is in addition to the first 125 feet of Main and Service Line the Company provides under Rules 7 and 8.

1.3 **Ancillary Service** – A service that is ancillary to the receipt or delivery of Natural Gas, including without limitation storage, balancing, peaking and Customer Service.

1.4 **Applicant** – A Person who applies to the Company for a Gas Service.

1.5 **Auxiliary or Incidental Uses of Gas** – Gas usage that falls below the adjusted Dedicated Design Day Capacity of 0.043 Dt.

1.6 **Basic Pool** – The portion of the Company's service territory to which service is provided to Retail Customers from one or more Delivery Points on one or more interstate pipeline companies, as designated by the Company.

1.7 **Billing Unit** – Number of active units either standalone or behind a master meter, where each billing unit generates one service charge.

1.8 **Btu** – British Thermal Unit measured at a pressure of 14.73 PSIA at 60 degrees Fahrenheit on a dry basis.

1.9 **Business Day** – Any Day from Monday through Friday inclusive, excluding any holiday observed by the Company.

1.10 **Capacity Trade** – An agreement by which a Marketer with FD-1 Service capacity trades such capacity to another Pooler.

1. Definitions (Continued)

1.11 **Citygate or Delivery Point** – A point at which the facilities of an interstate pipeline company interconnect with the facilities of the Company.

1.12 **Commercial Service** – Service to a Customer engaged primarily in selling goods or services (excluding, however, manufacturing and electric power generation), as well as service to institutions and local, state, and federal governmental departments and agencies.

1.13 **Commission** – The Georgia Public Service Commission.

1.14 **Commodity Sales Service** – The sale of Natural Gas exclusive of any Distribution Service or Ancillary Service.

1.15 **Company** – Atlanta Gas Light Company.

1.16 **Company's Interstate Transportation and Storage Services** – Firm interstate transportation and storage services that the Company has under contract with interstate pipeline companies that the Company directly assigns to Marketers pursuant to the terms of this tariff.

1.17 **Customer** – A Person who is a Direct Customer or a System Customer.

1.18 **Customer Class** – The three classes of services, including residential, small commercial and small industrial provided to Firm Customers.

1.19 **Customer Projected Usage** – For each Premises, the sum of the base load and the product of the heat sensitive factor, forecasted heating degree days, and scaling factor, utilizing the base load and heat sensitive factor for the Premises as determined in the most recently approved DDDC recalculation.

1.20 **Customer Service** – A function related to serving a Retail Customer including without limitation billing, meter reading, turn-on service, and turn-off service.

1.21 **Customer Assignment** – The process described in O.C.G.A. § 46-4-156(e), whereby Firm Retail Direct Customers within a particular Primary Pool, who have not contracted for Firm Distribution Service from a Marketer, are randomly assigned to Marketers.

1.22 **Daily Deliverability** – The maximum daily quantity of Gas for which a Marketer has no-notice rights during the Months of December through March under Rate Schedule BPPSS

1. Definitions (Continued)

1.23 **Daily Index Cost of Gas** – The wellhead price of Gas per Dth available for delivery to a Relevant Pipeline on a particular Day which, unless the Commission directs otherwise, shall be the price for Gas delivered into the Relevant Pipeline on such Day, as determined below from S&P Global Platts Gas Daily in the table titled "Final Daily Price Survey – Platts Locations' denoted in the column labeled "Midpoint", in the first issue of such publication following the date of the transaction. For Transco, the price location is Transco, Zone 3. For Southern Natural, the price location is Southern Natural, La. If any of the above publications or price locations ceases to be published, or ceases to be published in the format described herein, the Company shall notify the Commission and designate an alternative publication or format, and upon such notice to the Commission, the alternative designated shall be effective for the purposes hereof unless the Commission directs otherwise.

1.24 **Daily Supply Requirement (DSR)** – The minimum Gas supply a Marketer must tender via one or more interstate pipeline companies to a Primary Pool to satisfy such Marketer's share of the Firm requirements in such Primary Pool.

1.25 **Day** – The period of 24 consecutive hours beginning at 10:00 a.m., Eastern Clock time.

1.26 **Dekatherm (Dt or Dth)** – 10 Therms or one million Btus (1MMBtus).

1.27 **Designated Design Day Capability** – The physical delivery capability of the Company's intrastate facilities.

1.28 **Dedicated Design Day Capacity** – The maximum Firm daily delivery capacity of the Company dedicated to particular Premises.

1. Definitions (Continued)

1.29 **Demand Mismatch** – A Mismatch that occurs when the anticipated demands of Retail Customers in a Pool or Pools exceed either the anticipated Gas supply to the Company, or the Company's capacity, in such Pool or Pools.

1.30 **Designated Firm Volumes** – The volumes of Gas scheduled by a Marketer for receipt into a Pool that the Marketer designates for deliveries for service to Firm Retail Customers.

1.31 **Designated Interruptible Volumes** – The volumes of Gas scheduled by a Pooler for receipt into a Pool that the Pooler designates for delivery for service to Interruptible Retail Customers, which in the case of a Pooler who is not a Marketer shall be all of such scheduled volumes.

1.32 **Direct Customer** – Any Person who purchases a Gas Service directly from the Company, including a Retail Customer and a Pooler.

1.33 **Distribution Service** – The delivery of Natural Gas by and through the Intrastate facilities of the Company, whether directly by the Company or on behalf of a Pooler, regardless of the identity of the party who has title to the Natural Gas.

1.34 **Electing Distribution Company** – A gas company which elects to become subject to the provisions of the Natural Gas Competition and Deregulation Act and satisfies the requirements of O.C.G.A. Section 46-4-154.

1.35 **Electronic Bulletin Board (EBB)** – An interactive electronic communication system that, among other things, allows parties to view gas-related information, make nominations, offer bids, and receive confirmations.

1.36 **ERC Rider** – The Company's Environmental Response Cost Rider ordered by the Commission in Docket No. 4167-U, effective with service on and after October 1, 1992, as amended and approved by the Commission from time to time.

1.37 **Estimated Annual Revenues** – The customer charge plus the Dedicated Design Day Capacity charge. The Dedicated Design Day Capacity charge is ultimately calculated based upon engineering estimates based on the load of the premise.

1.38 **FERC** – Federal Energy Regulatory Commission.

1. Definitions (Continued)

1.39 **Firm Customer** – A Customer who purchases a Gas Service on a Firm basis.

1.40 **Firm** – A type of Gas Service that ordinarily is not subject to interruption or curtailment.

1.41 **Firm Commodity Sales Service** – A Commodity Sales Service furnished on a Firm basis.

1.42 **Fiscal Year** – The twelve-month period beginning on the first Day of each January and ending on the last Day of the following December.

1.43 **Force Majeure** – The definition of such term as set forth in Rule 12 of the Company's Rules and Regulations.

1.44 **FR Rider** – The Company's Franchise Recovery Rider ordered by the Commission in Docket No. 3333-U, effective with service on and after October 1, 1982, as amended and approved by the Commission from time to time.

1.45 **FT** – Firm transportation service under the FERC approved tariff of a Relevant Pipeline.

1.46 **Fuel** – Any charge or reduction in the volumes of Gas delivered as a result of the movement of Gas which is levied or imposed by the Person responsible for such movement of Gas.

1.47 **Gas or Natural Gas** – Any mixture of hydrocarbons or of hydrocarbons and noncombustible gases in a gaseous state, consisting predominantly ofmethane.

1.48 **Gas Availability Volume** – The quantity of Company-Owned Gas available to a Marketer on a given Day on a nominated basis under Rate Schedule FINSS.

1.49 **Gas Service** – Any service offered in connection with the delivery or sale of Gas.

1.50 **Imbalance** – The difference at any time, whether positive or negative, between the volumes of Gas (including MARS and LNG) received into a Pool by or on behalf of a Pooler and the volumes of Gas delivered from such Pool by the Company on behalf of such Pooler.

1. Definitions (Continued)

1.51 **Industrial Service** – Service to a Retail Customer engaged primarily in a process which creates or changes raw or unfinished materials into anotherform or product, including the generation of electric power.

1.52 **Interruptible Customer** – A Customer who purchases a Gas Service on an Interruptible basis.

1.53 **Interruptible Schedule** – Each of the Company's Rate Schedules or contracts under which Gas Service is provided on an Interruptible basis.

1.54 **Interruptible** – A type of Gas Service that is subject to interruption or curtailment.

1.55 **Liquefaction Supply Requirement (LSR)** – The minimum gas supply a Marketer must tender via one or more interstate pipeline companies to a Primary Pool to satisfy such Marketers' share of liquefaction requirements for LNG plants in such Primary Pool.

1.56 **LNG** – Liquefied Natural Gas.

1.57 **LNG Customer** – A customer who purchases LNG for the purpose of consumption in Georgia, or if not consumed in Georgia, then for consumption in the United States as a vehicular or other end use fuel, provided that such LNG is not vaporized for further transportation by pipeline after its delivery into a tanker pursuant to the LDTS Rate Schedule.

1.58 **LT Rider** – The Company's Local Tax Adjustment Rider ordered by the Commission effective with service on and after February 27, 1989, as amended and approved by the Commission from time to time.

1.59 **Main** – A natural gas pipe that delivers gas into same size or smaller pipes called Services Lines that serve Premises

1.60 **Marketer** – Any Person certificated by the Commission to provide Firm Commodity Sales Service or Distribution Service pursuant to O.C.G.A. § 46-4-153 or Ancillary Services incident thereto.

1.61 **Marketer Accessible Retained Storage (MARS)** – The storage services of one or more interstate pipeline companies retained by the Company and made available to a Marketer to meet the Marketer's MFO.

1.62 **Marketer's Consumption Market Share** – The fraction, the numerator of which is the Marketer's Projected Usage of a Marketer in a Primary Pool, and the denominator of which is the sum of all Marketer's Projected Usage for such Primary Pool.

1. Definitions (Continued)

1.63 **Marketer Firm Obligation (MFO)** – The estimated daily Firm requirements that a Marketer is obligated to serve in a Pool.

1.64 **Marketer's Projected Usage** – The sum of the Customer Projected Usage for the Premises served on the twentieth (20th) calendar day of the preceding month by the Marketer in a Primary Pool.

1.65 **Marketer's Market Share** – A fraction, the numerator of which is the sum of the Dedicated Design Day Capacity of the Premises served by a Marketer in a Primary Pool, and the denominator of which is the Designated Design Day Capability of the Primary Pool.

1.66 **Maximum Daily Call** – The maximum quantity of Company-Owned Gas a Marketer may nominate on a given Day during the period of November through March under Rate Schedule FINSS.

1.67 **Mismatch** – A situation when either the anticipated Gas supply to a Pool or Pools or the Company's capacity in such Pool or Pools will not match the anticipated demands of Retail Customers in such Pool or Pools.

1.68 **Mismatch Order** – An order by the Company to Poolers that because a Demand Mismatch or a Supply Mismatch is anticipated at a designated Pool or Pools, Poolers are required to take the action specified by the Company in the order.

1.69 **Month** – The period beginning on the first Day of a calendar month and ending on the beginning of the first Day of the next succeeding calendar month.

1.70 **Peaking Gas** – The quantity of Company-owned Gas available to a Marketer on a given Day under Rate Schedule BPPSS.

1.71 **Peaking Supply** – The total quantity of Company-Owned Peaking Gas available to all Marketers on a given Day under Rate Schedule BPPSS.

1.72 **Person** – Any corporation, whether public or private; company; individual; firm; partnership; or association.

1. Definitions (Continued)

1.73 **Pipeline Capacity Allocation (PCA)** – The total volume of Firm transportation and storage delivery capacity on one or more interstate pipeline companies, allocated by the Company to a Marketer, less the Marketer's allocated PPS.

1.74 **Pipeline Peaking Service (PPS)** – The sum of the maximum daily withdrawal quantities of each of the peaking services the Company has under contract with one or more interstate pipeline companies or their affiliates, allocated by the Company to a Marketer.

1.75 **Pooler** – A Marketer or any other Person who is a producer, broker, Retail Customer or group of Retail Customers, who has been engaged by one or more Retail Customers to be responsible for the delivery of Gas to the Company's Citygate for such Customers. Pooler shall also mean a Marketer or any other Person who has been engaged by an LNG Customer to be responsible for the sale and delivery of LNG to said LNG Customer.

1.76 **Pool** – Any Aggregate Pool, Basic Pool or Primary Pool.

1.77 **Pools** – Any one or more Aggregate Pool, Basic Pool or Primary Pool.

1.78 **Premises** – A parcel or tract of land upon which a residence, building, structure, or other facility containing a particular set of gas-consuming appliances is located.

1.79 **Primary Pool or Delivery Group** – One or more Basic Pools designated by the Company.

1.80 **PSIA** – Pounds per square inch absolute.

1.81 **PSIG** – Pounds per square inch gauge.

1.82 **Regulating Equipment** – All piping, fittings, regulators, and other equipment necessary to regulate a Gas Service.

1.83 **Relevant Pipeline** – An interstate pipeline company whose facilities are used to transport Gas to a Citygate for delivery to a particular Retail Customer through the Company's facilities, or one whose facilities, in the sole judgment of the Company, could be utilized feasibly for such purpose.

1.84 **Residence** – A house, apartment building or other structure used as a dwelling for individuals.

1. Definitions (Continued)

1.85 **Residential Service** – Service to a Customer at a Residence for the normal domestic and housekeeping requirements such as cooking, water heating, central or space heating, air-conditioning, refrigeration and lighting.

1.86 **Retail Customer or Retail Purchaser** – A Customer who purchases Commodity Sales Service or Distribution Service for the purpose of consumption and not for resale.

1.87 **Service Month** – A Month during which service is provided to a Customer under a provision of the Tariff.

1.88 **SNG or Southern** – Southern Natural Gas Company.

1.89 **System Customer** – A Person who purchases a Gas Service from a Pooler through the use of the Company's intrastate facilities.

1.90 **Supply Mismatch** – A Mismatch that occurs when the anticipated Gas supply to a Pool or Pools exceeds the anticipated demands of the Retail Customers in such Pool or Pools.

1.91 **Tariff** – All Rate Schedules, Terms of Service, and Rules and Regulations approved by the Commission relating to Gas Service by the Company.

1.92 **Tennessee Pipeline** – Tennessee Gas Pipeline Company

1.93 **Therm** – 100,000 Btus.

1.94 **Transco** – Transcontinental Gas Pipe Line Corporation

1.95 **Volumetric Surcharges** – All charges and surcharges recoverable under a rate of a Relevant Pipeline on a volumetric basis that are stated separately from the basic demand, commodity, injection, withdrawal, or other storage charges in the rate.

2. Classification of Rate Schedules

2.1 The Company's Residential and general service Rate Schedules consist of the following:

R-1	Residential Delivery Service
G-10	Multi-Family Housing Delivery Service – Optional
G-11	General Gas Delivery Service
G-12	General Gas Delivery Service – High Demand
AG-1	Agricultural Process Service

2.2 The Company's Interruptible Rate Schedules consist of the following:

Special Contracts and Negotiated Contracts

2.3 The Company’s Pooler and Marketer Services Rate Schedules consist of the following:

BPPSS	Bundled Pipeline Peaking Service
FD	Firm Delivery Service
FINSS	Firm and Interruptible Nominated Sales Service
ID	Interruptible Delivery Service
PS	Peaking Services

2.4 Company provisional rate schedules that do not comport with any of the rate classifications defined in subsections 2.1, 2.2, or 2.3 above consist of the following:

S-51	Seasonal Gas Service
V-52	Natural Gas Vehicle Delivery Service
TS-1	General Gas Transportation Service
TS-2	Special Gas Transportation Service
E-1	Georgia SEED Program
CNG-1	Special Natural Gas Vehicle Delivery Service

3. General Terms and Conditions

3.1 Rules and Regulations

Service under the Company's Rate Schedules is subject to the provisions of the Tariff, including the Terms of Service and the Rules and Regulations of the Company as filed with and approved by the Commission from time to time.

3.2 Use of Summary Rate Sheets

When changes are proposed in the rates specified in Rate Schedules of the Company, in lieu of filing new Rate Schedules setting forth such proposed changed rates, the Company may file a summary rate sheet setting forth such proposed changed rates which references the Rate Schedule(s) to which it relates, and such summary rate sheet shall be deemed to incorporate all of the remaining terms and provisions of the referenced Rate Schedule(s).

3.3 Contract Terms

Unless expressly provided otherwise, any contract for service from the Company shall be for a term of one year and thereafter from year to year unless canceled by either party pursuant to applicable provisions of the Tariff.

3.4 Determination of Therms

The Gas for any period, expressed in hundreds of cubic feet (Ccf), shall be multiplied by the average Btu of the Gas sendout as determined below and divided by 1,000 in order to determine the number of Therms delivered or consumed in the period. For Firm Retail Customers such calculation shall be to the nearest one-tenth (1/10th) of a Therm. For Poolers such calculation shall be to the nearest Therm.

The average Btu of the Gas sendout for a period shall be calculated daily from the weighted average Btu of Natural Gas delivered to the Company by the Company's suppliers in the Pool or Pools where the Customer receives service and from the Gas

3. General Terms and Conditions (continued)

delivered by the Company in such Pool or Pools from any standby source, as determined by appropriate calorimeters operated by the Company or its suppliers. For Firm Retail Customers, the weighted average Btu so calculated shall be used in determining the Therms for monthly bills based on meter readings on and after the 15th of the next succeeding Month up to and including meter readings on the 14th of the second succeeding Month. For Poolers, the weighted average Btus so calculated, expressed in Dths, shall be used in determining receipts, deliveries, orders or other relevant volumes of Gas, during any period.

If, after the end of a Month, it is determined that the actual Btu content during the Month varied by more than 10 Btus from that previously determined, the Company may adjust the number of therms for such Month.

3.5 Standby Sources

The Company's obligation to supply, deliver or redeliver Gas may be met by the delivery of Gas from any standby source including LNG, propane, or synthetic fuel, provided that the same is reasonably equivalent on a Btu basis to the Natural Gas normally delivered.

3.6 Resale of Gas

Any Gas Service purchased under the Company's Tariff by a Retail Customer shall not be resold by the Retail Customer unless the customer is a Commercial Service Customer engaged in the business of dispensing compressed natural gas or liquefied natural gas into the fuel tanks of motor vehicles for use as a motor vehicle fuel. Upon notice to the Customer, the Company may discontinue service if this provision is violated.

3.7 Motor Vehicle Provision

Gas delivered by the Company shall not be used as a source of energy for the propulsion of motor vehicles unless the Customer:

(a) Places all such Gas in the fuel tanks of vehicles within the State of Georgia; and

(b) Pays (in addition to any other applicable tax) any applicable federal, state, or local motor fuel tax on the natural gas placed in the fuel tanks of motor vehicles.

It shall be the responsibility of the Customer to file any required reports or returns with the appropriate federal, state, or local authorities and to remit any federal, state, or local motor fuel taxes due to the appropriate federal, state, or local authorities.

3.8 Pass-Through Provisions

Any costs or charges, in addition to those set forth in the Company's Rate Schedules or other provisions of the Tariff, that are imposed by federal or state statute, or by any order, rule or regulation of any federal or state agency with respect to Gas Service by the Company under the provisions of the Tariff, may be passed through by the Company to the particular Customers or classes of Customers who received the service that gave rise to the incurrence of the cost or charge.

3.9 Returned Check Charge

Whenever a check, draft, negotiable order of withdrawal or like instrument received by the Company for service is not paid or is dishonored by the bank or other depository institution upon which it is drawn, a service charge equal to the maximum charge permitted by law, shall be paid by the Customer to the Company.

3.10 Late Payment Charge

Customers served under the Company's rate schedules or under contracts who fail to pay a bill for Gas Service by the due date shall be liable for and billed an additional charge monthly of one percent (1%) of the unpaid amount of the bill, but not less than $10.00.

3. General Terms and Conditions (continued)

3.11 Additional Charges

Unless otherwise recovered pursuant to the provisions of the Franchise Recovery Rider or the Local Tax Adjustment Rider, the amount of:

(a) any sales, gross receipts, franchise, excise, privilege, occupation, or other tax or charge, whether imposed by statute, ordinance, or franchise contract that the Company pays to any governmental body, based on or determined by, the delivery or sale of Gas; and

(b) any charge paid by the Company to any Person who transports or sells Gas to, or on, the Company's system as a result of any sales, excise, gross receipts, or other taxes, license fees or governmental charges imposed upon such Person, based on or determined by, the production, severance, manufacture, transportation or sale of Gas, shall be added to and become a part of the charges to the Customers who receive the service giving rise to such charge under the Rate Schedule or contract applicable to such Customer; provided, however, that if any additional payments are imposed upon a Customer by reason of this provision, the Customer may, upon giving 30 days written notice to the Company, discontinue service under the applicable Rate Schedule or contract.

3.12 Reserved for Future Use

3.13 Elevated Pressure Measurement Correction

For the purpose of measurement hereunder, when Gas is delivered

3. General Terms and Conditions (continued)

at a pressure in excess of 14.73 PSIA, such volumes of Gas shall be corrected to a pressure of 14.73 PSIA. It is assumed that the atmospheric pressure is 14.4 pounds per square inch. The measurement of Gas volumes shall be adjusted for deviation from Boyle's Law in accordance with generally accepted engineering practices through positive displacement meters at a pressure not in excess of 20 PSIG, and the Gas shall be assumed to obey Boyle's Law.

3.14 Provisions Relating to Measurement by Various Types of Meters

Where orifice meters are used, volumes of Gas delivered shall be computed in accordance with formulae, tables and methods prescribed in Orifice Metering of Natural Gas, Gas Measurement Committee Report No. 3 of the American Gas Association published April 1955, reprinted with revisions in February 1991. Said volumes shall be corrected for daily average flowing temperature to the extent such temperature deviates from 60°F and for specific gravity. Where rotary or turbine type meters are used on installations where the Customer's annual usage is more than 300,000 Dth, all volumes of Gas measured by such meters shall be corrected to a base temperature of 60° Fahrenheit.

3.15 Gas Quality

All Gas delivered, or caused to be delivered, into the Company's facilities by or on behalf of a Pooler will be merchantable and shall conform to the Gas quality specifications set forth in the FERC Tariff of the interstate pipeline company who transports such Gas to a Delivery Point on the Company's system or in the event the Gas is transported to the Company's facilities other than by an interstate pipeline, such Gas shall conform to the Gas quality specifications set forth in the FERC tariff of any interstate pipeline company transporting Gas to a Delivery Point in the same Delivery Group on the Company's system.

3. General Terms and Conditions (continued)

3.16 Warranty by Poolers

Each Pooler warrants that it will have at the time it delivers or causes the delivery of Gas into the Company's facilities good title or good right to deliver the Gas. Each Pooler warrants that the Gas it delivers or causes to be delivered shall be free and clear of all liens, encumbrances, and claims whatsoever; that it will indemnify the Company and hold it harmless from all suits, actions, debts, losses and expenses arising from any adverse claims of any person to the Gas or to royalties, taxes, license fees, or charges which are applicable to such delivery of Gas; and that it will indemnify the Company and hold it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by the party making delivery.

3.17 Responsibility for Gas

As between the Company and a Pooler, the Pooler shall be responsible for its Gas until such has been delivered to the Company at a Delivery Point from the Relevant Pipeline. The Company shall be responsible for the Gas while it is in the Company's system between such Delivery Point and the point of delivery to the Retail Customer. The party thus responsible for the Gas shall bear liability for all injury or damage caused thereby. Notwithstanding anything to the contrary stated herein, a Pooler shall indemnify the Company for all injury, damage, loss or liability of the Company caused by Pooler's delivery of off-specification Gas contrary to Subsection 3.15 above.

3.18 Commingling

Gas received from a Pooler will be commingled with the Gas of the Company and that of other Poolers in the Company's system. Accordingly, the Gas of a Pooler shall be subject to such changes in the gross heating value per cubic foot and other specifications as may result from such commingling.

3.19 Warranty by Company

Any Gas delivered by the Company to a Retail Customer shall be

3. General Terms and Conditions (continued)

merchantable but shall be of an industrial character. The Company does not guarantee the chemical composition or specific gravity of the Gas delivered, nor does Company guarantee such Gas to be free from interruptions or fluctuations in delivery pressure or that the chemical composition or specific gravity of the Gas may not vary from time to time. There is no warranty, either expressed or implied, as to the fitness of Gas delivered for use in any particular operation.

3.20 Liability for Charges

Each Pooler shall be liable to the Company for all charges under the Company's Tariff applicable to the Pooler.

3.21 Deposit of Security by Poolers

3.21.1 Prior to making or causing deliveries of Gas into the Company's system or to making nominations or taking any other action on behalf of a Retail Customer served by the Pooler, a Pooler shall deposit with the Company as security for the payment of all of the Pooler's liabilities and obligations to the Company, a cash deposit, a letter of credit in a form acceptable to the Company issued bya financial institution acceptable to the Company, a surety bond in a form acceptable to the Company issued by a surety company acceptable to the Company, or a guaranty in a form acceptable to the Company issued by a corporation acceptable to the Company.

3.21.2 The amount of such security shall differ between the winter and non-winter seasons. The requirements of such security are as follows:

Pooler Winter Security Deposit Requirements:

The winter season is the November to March billing period. A Pooler's initial winter security deposit is calculated as a minimum of 2 times the marketer's estimated highest invoice for the November (paid in December) to March (paid in April) billing period for the forthcoming winter season including, but not limited to, all specified charges under BPPSS and FINSS Rate Schedules. The "2 times the estimated highest invoice" calculation will be Atlanta Gas Light Company's minimum security deposit requirement, and can be adjusted upward by Atlanta Gas Light Company at any time based on factors that increase risk to Atlanta Gas Light Company's collection of such amounts, including but not limited to:

3. General Terms and Conditions (continued)

(a) estimated cost to Atlanta Gas Light Company for FINSS and BPPSS;

(b) estimated changes in the cost of gas and other appropriate market factors;

(c) circumstances under which the security deposit on hand is less than 2 times the actual highest invoice of the current winter season; or

(d) significant changes to the Pooler's business from the date of the prior year calculation.

Any adjustment to the security deposit must be provided within 10 days of notification by Atlanta Gas Light Company to the Pooler.

AGLC will notify Poolers of the winter season security deposit requirements on or before August 31st of each year. The Pooler must provide Atlanta Gas Light Company with their winter season security deposits on or before November 1st of each year.

For a Pooler with cash security deposits, Atlanta Gas Light Company will return an amount equal to the difference between the winter season security requirement and the non-winter season security deposit plus accrued interest on November 1st of each year, provided that the customer's account is current and the winter security deposit requirements is, in fact, less than the non-winter season security deposit requirement.

3. General Terms and Conditions (continued)

Pooler Non-Winter Security Deposit Requirements:

The non-winter season is the April to October billing period. A Pooler's initial non-winter security deposit is calculated as a minimum of 2 times the Pooler's estimated highest invoice for the April (paid in May) to October (paid in November) billing period for the forthcoming non-winter season. The "2 times the highest invoice" calculation will be Atlanta Gas Light Company's minimum security deposit requirement, and can be adjusted upward by Atlanta Gas Light Company at any time based on factors that increase risk to Atlanta Gas Light Company's collection of such amounts, including, but not limited to:

(a) estimated changes in the cost of gas and other appropriate market factors;

(b) circumstances under which the security deposit on hand is less than 2 times the actual highest invoice of the current non-winter season; or

(c) significant changes to the Pooler's business from the date of the prior year calculation.

Any adjustment to the security deposit must be provided within 10 days of notification by Atlanta Gas Light Company to the Pooler.

Atlanta Gas Light Company will notify Poolers of the non-winter season security deposit requirements on or before March 15th of each year. The Pooler must provide Atlanta Gas Light Company with their non-winter season security deposit on or before May 1st of each year.

For Poolers with cash security deposits, Atlanta Gas Light Company will return an amount equal to the difference between the winter season security requirement and the non-winter season security deposit plus accrued interest on May 1st of each year, provided that the customer's account is current and the non-winter security deposit requirements is, in fact, less than the winter season security deposit requirement.

3. General Terms and Conditions (continued)

3.21.3 The Company shall have the right to access and apply such deposit or security to any obligations or liabilities of the Pooler to the Company which are not paid when due.

3.21.4 A Pooler who does not pay any bill to the Company when due and whose security deposit with the Company is insufficient to cover such bill will not be entitled to act as a Pooler on the Company's system until such payments, together with any interest or other charges due thereon, are made to the Company, and the Company has determined in its reasonable judgment that the Pooler is financially responsible and has made an adequate security deposit with the Company. In addition, the Company may on a non-discriminatory basis suspend service to any Pooler, or the successor in-interest to a Marketer's certificate, who has defaulted, on two or more occasions during the preceding twelve (12) Months for a period of thirty (30) Days or more, in paying a bill from the Company not reasonably in dispute. Such suspension of a Pooler that is not a certificated Marketer shall also apply to any affiliate of the Pooler and to any other entity the majority of whose ownership is the same as that of the Pooler.

When the entitlement of a Pooler to act as a Pooler on the Company's system is terminated by reason of the Pooler's failure to comply with the provisions of this subsection or material failure to comply with the Pooler Agreement which adversely affects system integrity or service to end-use customers, the Company shall immediately notify the Commission and the Interim Pooler or Interim Poolers as well as the Pooler in default. The Interim Pooler or Interim Poolers shall provide notice of such termination to System Customers who purchase a Gas Service from the Pooler and advise such customers that on an interim basis such customers will receive service from the Interim Pooler.

3. General Terms and Conditions (continued)

In the case of Interruptible Customers, such notice may be given telephonically; in the case of Firm Customers, such notice shall be given through the United States Mails. Upon termination of a Pooler's entitlement to act as a Pooler on the Company's system as provided herein, System Customers who purchased a Gas Service from such Pooler shall receive Gas Service from an Interim Pooler pursuant to the terms, conditions and prices of the Interim Pooler's Standard Offer. The Company's charge for establishment of an account with a Marketer provided for in Subsection 5.3 shall not apply to the initiation of service to a Firm Customer by an Interim Pooler in its capacity as an Interim Pooler. Service by the Interim Pooler shall be effective on the date such account is established.

3.21.5 There shall be a Pooler or Poolers designated by the Commission as the Interim Pooler or Interim Poolers who shall provide Gas Service to each System Customer of a Pooler whose entitlement to act as a Pooler on the Company's system has been terminated pursuant to Subsection 3.21.4. The designated Pooler or Poolers shall provide Gas Service as the Interim Pooler or Interim Poolers to each such customer until such time as (1) the customer contracts for Gas Service from a new Pooler (which may include a Pooler designated as an Interim Pooler) who is authorized to act as a Pooler on the Company's system, or (2) a new Interim Pooler or Interim Poolers have been designated by the Commission. Each Pooler designated as an Interim Pooler shall file with the Commission from time to time an Interim Pooler Standard Offer setting forth the terms, conditions and prices under which the Pooler in its capacity as an Interim Pooler shall provide each Gas Service to each type of System Customer. Nothing herein shall be construed as requiring or authorizing the Commission to establish the prices at which such Gas Services are to be provided, nor prohibit a Pooler designated as an Interim Pooler from contracting with System Customers on terms, conditions and prices different from those set forth in such Standard Offer. Until such time as the Commission by rule or order has designated an Interim Pooler or Interim Poolers, the Company shall assume the rights and responsibilities of the Interim Pooler. At all times that the Company must serve as the Interim Pooler, the Company shall charge customers no less than the actual cost of providing Gas and Gas Service while the Company is acting as the Interim Pooler.

3. General Terms and Conditions (continued)

3.22 Billing to Poolers and Payment

3.22.1 Billing – The Company shall render to a Pooler on or before the 7th Business Day of each Month a bill for all fixed charges during the current Month and all variable volumetric, special and other charges applicable to services provided to the Pooler by the Company during the preceding Month.

3.22.2 Payment – Pooler shall pay the Company the amount due under any bill from the Company within ten (10) Days after receipt by the Pooler of the bill from the Company. The Company may at its option require a Pooler to make payment of any bill by electronic transfer within such ten (10) Day period. Any bill not paid within such ten (10) Day period shall bear interest at the rate of one percent (1%) per Month.

3.22.3 Billing Disputes – A Pooler may dispute the amount of any bill by notifying the Company within sixty (60) days receipt by the Pooler of the bill from the Company. If a Pooler in good faith disputes the amount of any bill, the Pooler shall nevertheless pay to the Company the amount of such bill and, at any time thereafter within thirty (30) days of a demand made by the Pooler, the Company shall furnish a good and sufficient surety bond guaranteeing refund to the Pooler upon such bills after a final determination by agreement, by determination of regulatory agencies having jurisdiction, or by judgment of the courts, as may be the case.

3.23 Refunds from Interstate Service Providers

In the event that the Company receives settlement payments, refunds, or credits (and the amount for such settlement payments, refunds, or credits that the Certificated Marketers paid directly to the interstate service providers) from interstate service providers for capacity in the array of assets released to the Marketers, such settlement payment, refund, or credit will be credited to the Marketers in the same allocation as the original charges. The historical time period used as the basis of the allocation shall be the shorter of the duration of the period the interim rate was in effect or 24 months. In the event that the Company receives settlement payments, refunds, or credits from interstate service providers for assets retained for operational purposes and to otherwise provide services pursuant to its Tariff (and such settlement payments, refunds, or credits are for amounts the Company paid directly to the interstate service provides), the settlement payment, refund, or credit shall be deposited into the Universal Service Fund.

4. Load Control Provisions

4.1 Provisions Applicable to All Service

4.1.1 Any Gas Service furnished by the Company, whether on a Firm, Interruptible, or other basis, may be curtailed in whole or in part by the Company at any time and from time to time in such manner as the Company may elect when the same becomes necessary in the judgment of the Company by reason of an event of Force Majeure or to accomplish any of the following:

(a) To protect essential human need uses, such as residences, hospitals, residential institutions, schools, etc.

(b) To implement curtailment or load control plans permitted to become effective, or ordered by, the Commission or by any other governmental body or agency having jurisdiction with respect to the Company.

(c) To protect the Company's system.

4.1.2 The Company will give notice of curtailment in accordance with the applicable provisions if any of the Tariff. If there are no Tariff provisions relating to notice of curtailment of the particular service, the notice shall be reasonable under the circumstances. In the event that a Customer fails to comply with any curtailment notice or order of the Company reducing the Customer’s hourly or daily use of Gas, the Company shall have the options, and the Customer shall incur the obligations and liabilities, provided in the applicable provisions of the Tariff.

4.2 Provisions Applicable to Interruptible Service Only

In addition to the reasons set forth in Subsection 4.1.1 above, Interruptible service supplied by the Company under all Rate Schedules or contracts may be curtailed in whole or in part by the Company at any time from time to time when

4. Load Control Provisions (continued)

the same becomes necessary in the judgment of the Company to supply the Firm service requirements of any of its Customers or to maintain appropriate storage inventory levels. For purposes hereof: “the maintenance of appropriate storage inventory levels” shall include all volumes required by the Company for injection into or withdrawal from underground storage and liquefaction facilities maintained by the Company’s interstate pipeline companies or by the Company (including cushion gas and fuel used for compression, injection, withdrawal, transportation in liquefaction and vaporization in such storage facilities).

5. Service Establishment Charges

5.1 Schedule of Charges

For establishing an account for Gas Service to a Retail Customer at a particular Premise, the service establishment charges are as follows:

(a)	When there is an active account at the Premises and service is initiated by a meter reading only:	$25.00
(b)	When there is an existing meter set at the Premises installed to serve an account at the Premises that is no longer active:	$25.00
(c)	When there is no existing meter set at the Premises, or when an existing meter set at the Premises has been used only for temporary service to a builder, contractor or developer prior to occupancy of the Premises:	$50.00

5.2 Exceptions

The charges under Subsection 5.1 above do not apply to:

(a) restoration of service subject to the reconnection charges provided in Section 5.4 below, or

(b) temporary service to a builder, contractor or developer prior to occupancy of the Premises until such time account establishment is required to maintain Gas Service, or

(c) to a rental unit subject to a contract with the landlord providing that Gas Service shall continue during periods when the unit is not occupied by a tenant and that the landlord shall be responsible for the payment of bills for Gas Service until an account is established in the name of a new tenant.

5.3 Establishment of Accounts with Marketers

In addition to the charges set forth in Subsection 5.1 above, there shall be a charge of $7.50 for establishing an account for Gas Service to a Firm Retail Customer at a particular Premise from a particular Marketer, provided,

5. Service Establishment Charges (continued)

however, that such additional charge shall not apply to the establishment of an account for the initial Marketer with whom the Retail Customer contracts for service. A Firm Retail Customer may change its provider of Firm Commodity Service at a particular premise without such additional charge once every 12 months.

An order from a Marketer informing the Company that a customer has contracted for service from that Marketer and directing the Company to switch such customer to service from that Marketer shall be referred to as a "Switch Order."

A Switch Order requires the Marketer to provide to the Company sufficient customer information to identify the Customer.

5.4 Reconnection Charges

The Company shall assess a reconnection charge to restore service as provided for in the Rules and Regulations of the Company by turn-on or otherwise and shall be applied as follows:

(a)	When service has been disconnected at the meter:	$25.00
(b)	When service has been disconnected at the street:	$150.00

5.5 Seasonal Reconnection Charge

When a Customer has service deactivated and has service reactivated at a single location within a 12-month period, the Customer shall pay a Seasonal Reconnection Charge in addition to the Service Establishment Charge in Section 5.1 of this tariff. The Seasonal Reconnection Charge is not applicable for the reconnection of service Shut-off for Non-payment within 90 days after deactivation. The Seasonal Reconnection Charge is as follows:

(a)	For Reconnections between October 1 and April 30:	$45.00
(b)	For Reconnections between May 1 and September 30:	$25.00

6. Reserved

7. Franchise Recovery (FR) Rider

7.1 Provision for Adjustment

The monthly rate per Dekatherm of Dedicated Demand Day Capacity Charges in all Rate Schedules of the Company that contain a separate charge based on Dedicated Design Day Capacity shall be increased by one-twelfth (1/12th) of the annual “Franchise Recovery Factor" or "FR Factor" hereinafter provided.

7.2 Definitions

For purposes hereof:

7.2.1 **Franchise Fees** – Estimated annual amounts payable by the Company to municipalities or other governmental bodies for franchise rights.

7.2.2 **Total Dedicated Demand Day Capacity** – The sum of the Dedicated Demand Day Capacities for all Firm Customers served from the Company’s system, either by the Company or Marketers, expressed in Dth.

7.3 Computation and Application of the FR Factor

The annual FR Factor shall be computed to the nearest one-hundredth (1/100th) cent per Dekatherm in the following manner:

The FR Factor shall be the quotient obtained by dividing the Franchise Fees by the Total Dedicated Demand Day Capacity.

7. Franchise Recovery (FR) Rider (continued)

7.4 Filing with the Commission

The Company will file quarterly, or as otherwise directed by the Commission, a copy of each computation of the FR Factor and a schedule showing the service date when such FR Factor will be first applied.

7.5 Fiscal Year-End Balancing Adjustment

Commencing with its fiscal year ending September 30, 1983, the Company shall calculate, in accordance with the formula set forth below, the amount by which the revenues recovered by the Company under this Rider during each Fiscal Year were greater or less than the Franchise Fees during such Fiscal Year. This amount, hereinafter referred to as the "balancing adjustment," shall, if positive (i.e., an over-recovery) be subtracted from, or, if negative (i.e., an under-recovery) be added to, the Franchise Fees to be recovered by the Company under this Rider during the following Fiscal Year.

Balancing Adjustment Formula:

$$B_1 = R - (F - B_N)$$

Where:

	B_1	=	Balancing adjustment for Fiscal Year
	B_N	=	Balancing adjustment for preceding Fiscal Year
	R	=	Revenues recovered under this Rider during Fiscal Year
	F	=	Franchise fees during Fiscal Year

7.6 Current Rate

Effective December 1, 2025, a rate of $11.6591 per Dt of DDDC per year shall be assessed based upon the terms of this Rider.

8. Local Tax (LT) Adjustment Rider

8.1 This Rider shall apply to and become a part of each of the Company's Rate Schedules for Firm Distribution Service and shall modify and amend the Franchise Recovery Rider.

8.2 Definition

For purposes hereof:

8.2.1 Firm Revenues – The revenues billed by the company for Firm Distribution Service.

8.3 Adjustment

If any political subdivision of the State or any taxing district collects or receives from the Company any payment whether in money, service, or other thing of value; (1) for or by reason of any license, privilege, inspection, franchise tax, fee, charge, or other imposition, whether in a lump sum or at a flat rate, or based on receipts or otherwise, the aggregate amount of such payments shall be billed, insofar as practicable, pro-rata to the Direct Customers who receive Distribution Service within such political subdivision, taxing district or part of either in which such payments are applicable, allocated among such Customers on the basis of the Firm Revenues derived by the Company from each such Customer; provided, however, the foregoing shall not apply to ad valorem taxes, or to license taxes on the sales of appliances, or to the amount of any assessments for special benefits, such as sidewalks, street pavings and similar improvements; and provided further that the foregoing shall not apply as to any given political subdivision (a) to sums which the Company is obligated to pay to a political subdivision pursuant to a franchise existing as of the 1st day of January 1989, so long as such franchise thereafter remains in effect unchanged, or (b) to a sum which when allocated to the number of Firm Retail Customers in the political subdivision does not exceed the payments by the Company to such political subdivision per Firm Retail Customer in such political subdivision during the 12-month period ending September 30, 1997, pursuant to a franchise coming into existence after the 1st day of January 1989, and having a definite term of at least thirty (30) years duration.

8. Local Tax (LT) Adjustment Rider (continued)

9. Environmental Response Cost (ERC) Recovery Rider

9.1 Provision for Adjustment

The monthly rate per Dekatherm of Dedicated Design Day Capacity in all Rate Schedules of the Company that contain a separate charge based on Dedicated Design Day Capacity shall be increased by one twelfth (1/12) of the annual "Environmental Response Cost Recovery Factor" or "ERC Factor" as hereinafter provided.

9.2 Definitions

For purposes hereof:

9.2.1 **Environmental Response Costs to be Recovered** – Shall be determined for any Recovery Year in accordance with the provisions of the settlement agreement dated August 18, 1992, approved in the Order of the Commission on September 1, 1992, in Docket No. 4167-U.

9.2.2 **Recovery Year** – Each fiscal year of the Company for which an ERC Factor is calculated.

9.2.3 **Annual ERC Factor** – The quotient obtained by dividing the Environmental Response Costs to be Recovered in the Recovery Year by the total number of Dekatherms of the Company’s system Designated Design Day Capability.

9.3 Computation and Application of ERC Factors

The ERC Factor for each Recovery Year shall be computed to the nearest one-hundredth (1/100th) cent per Dekatherm of the Company’s system Designated Design Day Capability subject to the following:

If the Environmental Response Costs to be Recovered in a Recovery Year are negative, no adjustments to the rates of the Company shall be made under the provisions of Section 9.1 above. The Environmental Response Costs to be recovered in the next Recovery Year shall be adjusted, however, for the amount of such negative balance.

The Environmental Response Costs to be recovered by the Company during any Recovery Year shall not exceed five percent (5%) of the Company's jurisdictional revenues during the preceding Recovery Year.

9. Environmental Response Cost (ERC) Recovery Rider (continued)

9.4 Fiscal Year-End Balancing Adjustment for Environmental Response Costs

Commencing with its fiscal year ending September 30, 1993, the Company shall calculate, in accordance with the formula set forth below, the amount by which the net environmental response costs recovered by the Company under this Rider during the fiscal year were greater or less than the environmental response costs for the Recovery Year. This amount, hereinafter referred to as the "Environmental Response Cost Balancing Adjustment," shall, if positive (i.e., an over-recovery) be subtracted from, or, if negative (i.e., under-recovery) be added to, the Environmental Response Costs to be Recovered for the following Recovery Year.

Environmental Response Cost Balancing Adjustment Formula:

$$\mathbf{A_1 = R - (C - A_o)}$$

Where:

A_1	=	Balancing Adjustment for Recovery Year
R	=	Revenues recovered under this Rider during Recovery Year
C	=	Environmental Costs to be Recovered during the Recovery Year
A_o	=	Balancing Adjustment for preceding Recovery Year

9. Environmental Response Cost (ERC) Recovery Rider (continued)

9.5 Current Rate

Effective October 1, 2025, a rate of $0.45 per Dt of DDDC per year shall be assessed based upon the terms of this Rider per year.

10. Buy / Sell Rider

10.1 Applicability

This Rider shall apply to and become a part of each of the Company's rate schedules or special contracts under which gas is sold on an Interruptible basis to a Customer (hereinafter referred to as "Interruptible Customer").

10.2 Availability of Service

This Rider provides for the purchase of gas owned by an Interruptible Customer by the Company at a receipt point on a pipeline that serves the Company and from which in the sole judgment of the Company gas can be transported to the Interruptible Customer by the Company, and for the sale of such gas by the Company to the same Interruptible Customer at a pipeline delivery point on the Company's system for subsequent delivery by the Company to the Interruptible Customer's facilities at a single location, and is available to the Interruptible Customer if each of the following conditions is met:

10.2.1 Prior to November 1, 1993, the Interruptible Customer enters into a contract upon terms satisfactory to the Company for buy/sell service from the Company under this Rider.

10.2.2 With respect to each buy/sell transaction hereunder, the Company and the Interruptible Customer have mutually agreed to the price for the purchase of such gas and the price for the sale of such gas.

10.2.3 The Interruptible Customer has entered into a contract with the Company for service under this Rider and with respect to each buy/sell transaction hereunder, such contractual arrangements are adequate to cover the delivery of the volumes involved to the Interruptible Customer's premises.

10.3 Character of Service

Subject to the above conditions and the terms and provisions of service set forth below, an Interruptible Customer may sell gas to the Company and the Company may arrange for the transportation of such gas and sell such gas back to an Interruptible Customer as set forth above for delivery by the Company. Service hereunder shall be of an Interruptible nature. In the event service to the Interruptible Customer is curtailed, the Company may decline to sell gas purchased hereunder from the Interruptible Customer back to the Customer.

10. Buy/Sell Rider (continued)

10.4 Terms and Provisions of Service

10.4.1 Service under this Rider requires that the Customer enter into a contract with the Company for service hereunder for a period of not less than 12 months and thereafter for succeeding 12 month periods until either party cancels by giving the other party at least 90 days written notice.

10.4.2 Buy/sell for a particular transaction will be available only after the Company and the Interruptible Customer have agreed upon both the buy and sell price for the transaction. Service hereunder cannot commence until such agreement has been in effect for at least 16 hours.

10.4.3 When volumes are purchased and sold hereunder, both events shall be deemed to occur as of 10:00 a.m. on the day the Company purchased the volumes from the Interruptible Customer.

10.4.4 Service hereunder shall be billed on a calendar month basis.

10.5 Rate

Both the price which the Company pays the Interruptible Customer and the price which the Interruptible Customer pays the Company for the same volumes shall be negotiated, provided that the difference between such prices shall not be less than the Company's incremental cost of transporting the volumes to the Company's system.

11. Emergency Commodity Sales Service (E) Surcharge Rider

11.1 Applicability

11.1.1 This Rider shall apply to and become a part of each of the Company's Rate Schedules available to Poolers.

11.1.2 Subject to availability, the Company may from time to time offer for sale to a Pooler on behalf of one or more requesting Customers in one or more Pools, the Emergency Commodity Sales Service set forth in this Rider.

11.2 Character of Service

11.2.1 A Pooler who receives service which is interrupted, limited or curtailed may request service on behalf of one or more Customers from the Company under this Rider.

11.2.2 A Pooler must request service from the Company on behalf of one or more Customers under this Rider in a designated Pool or Pools on a day-by-day basis. The Company, however, reserves the right to discontinue service under this Rider upon one hour's notice.

11.2.3 A Pooler must specify the volumes requested for each Customer, as well as the circumstances for each Customer’s request. The requested volumes will be available only to the Customer(s) for whom such request is granted.

11.2.4 When a Pooler requests and the Company authorizes service under this Rider, by telephone or otherwise, such request and authorization will be recorded on the Company’s records, and the volume of such service provided will be added to the scheduled receipts at each designated Pool or Pools of the requesting Pooler.

11.2.5 The Company reserves the right to withdraw this Rider at any time.

11. Emergency Commodity Sales Service (E) Surcharge Rider (continued)

11.3 Surcharge

Per Therm Net – 18.0 cents

For all Therms purchased under this Rider, in addition to any rates and charges otherwise applicable to the service received.

11.4 Statutory Provision

The operation of this Rider is subject to the provisions of the Natural Gas Competition and Deregulation Act.

11.5 Commodity Cost of Gas

The commodity cost of such gas will be at market rates.

12. Designated Pools

12.1 Purpose

This section designates the Pools that have been adopted for the Company's service territory in order to facilitate the operation of the Company's system pursuant to the provisions of the Natural Gas Competition and Deregulation Act.

12.2 Basic Pool

Basic Pools result from the physical characteristics of the Company's system and the location of the Delivery Points of interstate pipeline companies.

12.3 Primary Pool

The Company's service territory is composed of the following nine Primary Pools, each of which is composed of one or more Basic Pools:

12.3.1 Atlanta Pool

12.3.2 Ex-Atlanta SNG Pool

12.3.3 Ex-Atlanta Transco Pool

12.3.4 Rome Pool

12.3.5 Augusta Pool

12.3.6 Savannah Pool

12.3.7 Brunswick Pool

12.3.8 Macon Pool

12.3.9 Valdosta Pool

12.4 Aggregate Pools

The nine Primary Pools have been aggregated into three Aggregate Pools based on the ability of one or more particular interstate pipeline companies to serve one or more particular Primary Pools.

12. Designated Pools (continued)

The Aggregate Pools and their constituent Primary Pools are as follows:

Aggregate Pool	Primary Pool
(a) Atlanta	Atlanta Pool
(b) Transco	Ex-Atlanta Transco Pool
(c) SNG	Ex-Atlanta SNG Pool
	Rome Pool
	Augusta Pool
	Savannah Pool
	Brunswick Pool
	Macon Pool
	Valdosta Pool

13. Allocation, Assignment, and Sale of Capacity and Supply Assets

13.1 Purpose

This section sets forth the method and provisions by which the Company will allocate, on an equal access, nondiscriminatory basis, its Designated Design Day Capability for Firm Distribution Service, as well as the Company's Interstate Transportation and Storage Services, to a Marketer based upon the Dedicated Design Day Capacity requirements of the Firm Retail Customers served by the Marketer.

13.2 Definitions

For purposes hereof:

13.2.1 LNG Capacity – The capacity of one or more LNG plants of the Company.

13.2.2 Net Available Interstate Services – The portion of each of the Company's Interstate Transportation and Storage Services allocated to each Primary Pool remaining after deducting the portion of the same that the Company retains for operational purposes.

13.2.3 Long Term Net Available Interstate Services – The Net Available Interstate Services minus seasonal contracts available on September 1, 2003, April 1, thereafter or such other date on which long term released capacity is reallocated and re-released pursuant to Subsections 13.5.1 and 13.6.1.

13.2.4 Long Term Released Capacity – That portion of the Company's Long Term Net Available Interstate Services which has been released to Marketers initially in September 2003 for a seven Month period, thereafter for twelve (12) Month periods or until the underlying contract expires, or the Long Term Released Capacity is recalled pursuant to Section 13.17, whichever is earlier pursuant to the allocation procedures set out in Subsection 13.5.1.

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

13.2.5 Monthly Released Capacity – The portion of the Company's Net Available Interstate Services which is released to Marketers on a monthly basis pursuant to the allocation procedures set out in Subsection 13.5.2, below.

13.2.6 Long Term Market Share – A Marketer's market share for a Primary Pool effective September 1, 2003 for the first seven months and April 1 of each succeeding year, or a Marketer's market share for a Primary Pool for such other date on which long term released capacity is re-allocated pursuant to Subsections 13.5.1 and 13.6.1.

13.3 Dedicated Design Day Capacity

Dedicated Design Day Capacity (DDDC) for each Premise is recalculated annually by the Company. The DDDC is determined for existing and new Premises as follows:

13.3.1 Existing Premises

For existing Premises, the annual DDDC is calculated based on historical consumption from the prior year using the following methodology:

(a) The appropriate winter and summer periods are determined based on the Company's billing cycles. Such periods are unique for each premise, based on its consumption pattern and available data.

(b) The winter period is based on the billing cycle with the highest number of heating degree days per day.

(c) Generally, the summer period includes billing cycles for July and August. If valid data is not available for both months, one month is used. Other non-heat sensitive months may be used if July and August consumption is not representative of baseload (e.g., for gas air conditioning customers).

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

(d) The consumption for the summer period is divided by the days in the period to calculate the daily baseload.

(e) The daily baseload is multiplied by the days in the winter period to produce a winter baseload.

(f) The winter baseload is subtracted from the total load in the winter period to isolate the heat sensitive load.

(g) The heat sensitive load is divided by the heating degree days in the winter period to produce a heat sensitive factor.

(h) The heat sensitive factor is multiplied by the peak day heating degree days for each pool group to produce the peak heat sensitive load.

(i) The peak heat sensitive load is added to the daily baseload to produce the initial design day capacity.

(j) The initial design day capacity is verified and estimation techniques are employed as necessary where actual data produces unacceptable results.

(k) The aggregate of initial design day capacities for all Premises in a pool level group (excluding any that are 3,000 dekatherms or greater) is compared to the aggregate DDDC prior to recalculation at the pool group level (excluding any that are 3,000 dekatherms or greater) and a proportionate adjustment is made to all Premises to match the aggregate DDDC to the pool level group DDDC prior to recalculation.

(l) Smaller Premises are grouped with other Premises of similar initial design day capacities. Each Premise in such assigned grouping is assigned the same initial design day capacity within the range of design day capacities for those Premises. Larger customers have unique initial design day capacity values.

(m) The Company may adjust the DDDC for an existing Premise outside the normal annual calculation process, if the Company determines that changes in equipment, operations or consumption justify a change in the DDDC.

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

13.3.2 New Premises

For new Premises, the DDDC is estimated based upon the construction matrix prepared by the Company. For residential Premises, the matrix considers the size of the dwelling, construction type, geographic location and installed gas appliances. For commercial Premises, the BTU rating of the gas fired equipment and the expected hours of operation on the peak day are used to calculate the DDDC. After each new Premise has been receiving service for one year, the Premise is no longer considered a new Premise and will become an Existing Premise (section 13.3.1).

13.3.3 Meters Read by Marketers

For any meter read by a Marketer, and not read by the Company, the Marketer shall provide such meter readings and other customer information necessary to the Company to facilitate DDDC calculations.

13.4 Allocation of Designated Design Day Capability to Marketers

Each Month the Company will make an allocation of the Designated Design Day Capability to each Marketer in each Primary Pool equal to the sum of the Dedicated Design Day Capacities of the Premises served by the Marketer in the Primary Pool as calculated at on the twentieth (20th) calendar day of the preceding Month. The Company will cease processing Switch Orders for the Month as defined in Section 5.3, at 3:00 a.m. on the twentieth (20) calendar day of the preceding Month to allow the timely completion and posting of Allocated Dedicated Design Day Capability. The Company will post on the EBB on the twentieth (20th) calendar day of the preceding Month, the total Dedicated Design Day Capacity by Primary Pool that a Marketer is allocated for viewing only by such Marketer.

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

13.5 Allocation of Company's Interstate Transportation and Storage Services

Each constituent service of the Company's Interstate Transportation and Storage Services shall be allocated to Marketers by Primary Pool in accordance with the following formula, as set forth in Section 13.6 below:

13.5.1 **MALTA = LTMS x LTRC Where:**

MALTA = A Marketer's Allocated Amount of Long Term Released Capacity;

LTMS = A Marketer's Long Term Market Share for the Primary Pool; and

LTRC = The Long Term Released Capacity.

13.5.2 **MAMA = (MS x NAIS) – MALTA Where:**

MAMA = A Marketer's Allocated Amount of Monthly Released Capacity;

MS = A Marketer's Market Share for the Primary Pool;

NAIS = Net Available Interstate Services; and

MALTA = A Marketer's Allocated Long Term Released Capacity.

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

The portion of the Company's Interstate Transportation and Storage Services not associated with Premises served by a Marketer will remain with the Company. The Company will post on the EBB each allocation of the Company's Interstate Transportation and Storage Services to a Marketer for viewing only by such Marketer.

13.6 Assignment of Company's Interstate Transportation and Storage Services

The portions of the Company's Interstate Transportation and Storage Services allocated to a Marketer pursuant to Subsection 13.5 above will be assigned to the Marketer, subject to recall, as described in Section 13.17 below, by the Company on a non-discriminatory basis to meet firm customer requirements, as pre-arranged deals pursuant to the capacity release procedures of the Relevant Pipeline's FERC Gas Tariff.

The rate for an assigned service will be the maximum rate stated in the applicable FERC Gas Tariff; provided, however, that if the necessary regulatory approvals have been received, the rate for an assigned service will not exceed the rate charged to the Company as of the date of the assignment. Assignments under this Subsection will have a term of either (a) one Month and will be made and become effective on the first Day of such Month, or (b) initially seven (7) Months and thereafter for twelve (12) Months and shall become effective on September 1, 2003, or the first Day of the Month for which the Long Term Released Capacity is re-calculated and re-released pursuant to Subsections 13.5.1 and 13.6.1.

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

13.6.1 The Company shall release fifty (50%) percent of each of the Company's Long Term Net Available Interstate Services initially for seven Months and thereafter for the twelve (12) Month period or until the date the underlying interstate contract expires, or the Long Term Released Capacity is recalled pursuant to Section 13.16, whichever is earlier pursuant to the allocation procedures set forth in Subsection 13.5.1, above.

13.6.2 The Company shall release the remaining percentage of each of the Company's Net Available Interstate Services on a monthly basis pursuant to the allocation procedures set forth in Subsection 13.5.2, above.

13.7 Allocation of Interstate Storage Inventory

13.7.1 Allocation of Storage Inventory related to Assignment of Storage Assets

The Company will allocate to each Marketer the storage inventory associated with the total capacity of the portion of each interstate storage service allocated to a Marketer pursuant to Subsection 13.5 above. The allocations of inventory for an interstate storage service will be determined monthly by the Company based on a Marketer's Market Share for each Primary Pool until all of the capacity of the interstate storage service, other than the amount retained by the Company, has been allocated to Marketers pursuant to Subsection 13.5 above. The Company will post on the EBB each allocation of interstate storage inventory to a Marketer for viewing only by such Marketer.

13.7.2 Allocation of CSS Inventory Above Targeted Volumes

Each Marketer shall be entitled to an allocation of CSS inventory in the event such inventory level is above the following percentages on the following dates:

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

November 15	85%
November 30	80%
December 15	77%
December 31	74%
January 15	70%
January 31	66%
February 15	63%
February 28	60%
March 15	45%
March 31	30%

The allocations of inventory above the targeted volumes will be determined twice a month by the Company based on the Marketer's market share of AGLC released CSS storage capacity on SNG for the month. Three days prior to the specified dates above the Company will post on the EBB an estimated allocation of available inventory that may be available to a Marketer for viewing only by such Marketer. On the specified dates above the Company will post on the EBB the allocation of available inventory that is available to a Marketer for viewing only by such Marketer.

13.8 Sale and Purchase of Interstate Storage Inventory

13.8.1 Sale and Purchase of Storage Inventory related to Assignment of Storage Assets

The Company will sell, and each Marketer will purchase, the storage inventory allocated to the Marketer pursuant to Subsection 13.7 above. The billing for any such sales will be included in the Company's statement to the Marketer for Firm Distribution Service for the Month in which the inventory was sold to the Marketer. Payment is due on the same date that payment is due for the Firm Distribution Service. The price for the inventory shall be the weighted average cost to the Company of the inventory on the date that the storage capacity associated with the inventory is assigned to the Marketer. Since, under Subsection 13.6 above, such assignments must become effective on the first Day of a Month, such weighted average cost shall be deemed to be the same as such cost on the last Day of the preceding Month.

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

13.8.2 Sale and Purchase of CSS Inventory Above Targeted Volumes

The Company will sell, and each Marketer will have the option to purchase, all or a portion of the storage inventory allocated to the Marketer pursuant to Subsection 13.7.2 above. The Marketer must inform the Company within three (3) days of the estimated posting what volumes if any it wishes to purchase. The billing for any such sales will be included in the Company's statement to the Marketer for Firm Distribution Service for the Month in which the inventory was sold to the Marketer. Although a Marketer may pre-pay for such amount, payment is due on the same date that payment is due for the Firm Distribution Service. The price for the inventory shall be the Company's weighted average cost of Gas in the Company's retained storage for the designated Month. The Company will transfer to each Marketer the inventory it indicated it will purchase using SNG's SONET Premier and the Marketer will accept said transfer using the same.

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

13.9 Allocation of the Company's Peaking Capacity

The Company's Peaking Capacity in a Primary Pool will be allocated monthly to Marketers in a Primary Pool who have not obtained a peaking service in lieu of Peaking Capacity from a Person other than the Company pursuant to the following formula:

$$\mathbf{PeakA = MS \times TPeak}$$

Where:

PeakA = A Marketer's Peaking Allocation;

MS = A Marketer's Market Share for the Primary Pool; and

TPeak = The Peaking Capacity allocated to the Primary Pool.

The portion of the Company's Peaking Capacity not associated with Premises served by a Marketer will remain with the Company. The Company will post on the EBB each allocation of the Company's Peaking Capacity to a Marketer for viewing only by such Marketer.

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

The substitution of peaking service, in whole or in part, from a Person other than the Company in lieu of an allocation on Peaking Capacity shall be subject to Rules and Regulations promulgated by the Commission or orders of the Commission.

13.10 Allocation of Peaking Storage Inventory

The Company will allocate to each Marketer by Primary Pool the Peaking inventory owned by the Company associated with the portion of the Company's Peaking Capacity allocated to the Marketer pursuant to Subsection 13.9 above. The allocations of Peaking inventory will be determined monthly by the Company based on the Marketer's Market Share for each Primary Pool until all of the Peaking Capacity has been allocated to Marketers pursuant to Subsection 13.9 above. The Company will post on the EBB each allocation of Peaking storage inventory to a Marketer for viewing only by such Marketer.

13.11 Sale and Purchase of Peaking Inventory

The Company will sell, and each Marketer will purchase, the amount of Peaking inventory allocated to the Marketer pursuant to Subsection 13.10 above. The billing for such sale will be included in the Company's statement to the Marketer for Firm Distribution Service for the Month in which the inventory was sold. Payment is due on the same date that payment is due for the Firm Distribution Service. The charge for the inventory shall be the weighted average cost to the Company of the inventory on the date that the Peaking Capacity associated with the inventory is assigned to the Marketer. Since, under Subsection 13.10 above, such assignment must take place on the first Day of a Month, such weighted average cost shall be deemed to be the same as such cost on the last Day of the preceding Month.

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

13.12.1 Allocation of FINNS Daily Call Rights

The Company will post on the EBB the allocation of FINSS Daily Call Rights to a Marketer for viewing only by such Marketer. Each Marketer shall be allocated its Maximum Daily Call for each Primary Pool for the Month in accordance with the following formula:

MMDC = FMDC x MS

Where:

MMDC = A Marketer's Maximum Daily Call in a Primary Pool

FMDC = FINSS Maximum Daily Call in a Primary Pool

MS = A Marketer's Market Share in a Primary Pool

13.12.2 Allocation of FINSS Gas Availability Volume

The Company will post on the EBB the allocation of FINSS Gas Availability Volume to a Marketer for viewing only by such Marketer. Each Marketer shall be allocated monthly its Gas Availability Volume in accordance with the following formulas:

For November 1 of each year:

GAV = TFGA x (MMDCAP / FMDCAP)

Where:

GAV = A Marketer's Gas Availability Volume

TFGA = Total FINSS Gas Available

MMDCAP = A Marketer's Maximum Daily Call in All Primary Pools

FMDCAP = FINSS Maximum Daily Call in All Primary Pools

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

For December 1, January 1, February 1, and March 1 of each year:

$$GAV = PMEGAV + [TFGA \times (MSSAPC - MSSAPP)]$$

Where:

PMEGAV = A Marketer's prior month's end Gas Availability Volume

MSSAPC = A Marketer's Market Share of the sum of all applicable Pools for the Current Month.

MSSAPP = A Marketer's Market Share of the sum of all applicable Pools for the Previous Month.

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

13.12.3 Allocation of BPPSS Daily Deliverability

The Company will post on the EBB the allocation of the BPPSS Daily Deliverability to a Marketer for viewing only by such Marketer. Each Marketer shall be allocated monthly its portion of the Daily Deliverability in accordance with the following formula:

MDD = TDD x MS

Where:

MDD = A Marketer's Daily Deliverability in a Primary Pool

TDD = Total Daily Deliverability in a Primary Pool

MS = A Marketer's Market Share in a Primary Pool

13.12.4 Allocation of BPPSS Peaking Supply

The Company will post on the EBB the allocation of the Peaking Supply to a Marketer for viewing by such Marketer. Each Marketer will be allocated monthly its Peaking Gas in accordance with the following formula:

MPG = TAPS x (MDDAP / TDDAP)

Where:

MPG = A Marketer's Peaking Gas

TAPS = Total Available Peaking Supply

MDDAP = Marketer's Daily Deliverability in All Primary Pools

TDDAP = Total Daily Deliverability in All Primary Pools

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

13.13 Reserved

13.14 Reserved

13.15 Reserved

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

13.16 Treatment of Excess Storage Inventory

At the end of each Month, the Gas inventory of a Marketer in each assigned or allocated storage service shall not exceed the Marketer's allocated capacity with respect to such storage service for the following Month. During the period when a Marketer's intrastate capacity allocation is calculated for the following Month and the first Day of the following Month, as described in Subsection 13.3 above, Marketers should assess their storage inventory positions and make any necessary adjustments. A Marketer may use, trade, or sell Gas in inventory in directly assigned storage from interstate pipeline companies in order to correct its storage inventory position. A Marketer may trade or sell Gas in inventory in LNG, or offset the same against monthly imbalance volumes under Section 20 of these Terms of Service, in order to correct its storage inventory position. The following apply to excess inventory:

13.16.1 Excess Inventory in Directly Assigned Storage Services – A Marketer may transfer excess inventory at the first of the Month in a directly assigned storage service of an interstate pipeline company to an Interruptible storage service (if capacity therefore is available) of such pipeline company pursuant to the latter's FERC-approved tariff.

13.16.2 Excess Inventory in Peaking – Any excess inventory of a Marketer in Peaking at the first of a Month will be forfeited to the Company for use as system inventory.

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

13.17 Recall of Released Capacity

Released Capacity shall be recalled only in the following events:

13.17.1 Upon issuance of an order of the GPSC providing the requisite approvals for permanent release of all or a portion of the directly assigned Part 284 Services to effectuate said permanent release;

13.17.2 When a no-notice service to a Marketer from an interstate pipeline serving the Company becomes available on the Company's system, if necessary to effectuate said service;

13.17.3 A determination by the Company, in a Force Majeure event to recall capacity in order to maintain the operational integrity of the distribution system;

13.17.4 A Marketer's failure to schedule one hundred (100%) percent of its customers' DSR on two or more consecutive Gas Days from October through March or eighty percent of its customers' DSR on two or more consecutive Gas Days from April through September;

13.17.5 A Marketer's failure to continue to meet the security requirements in Section 3.21 of this Tariff or to pay its bills when due to the Company or Pipeline pursuant to Section 3.22 of this tariff;

13.17.6 A filing of bankruptcy by a Marketer;

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

13.17.7 An order by the GPSC revoking the Marketer's Certificate of Authority or otherwise directing the Company to recall the capacity;

13.17.8 A determination by the Company to recall capacity where the sum of the Marketer's Monthly Released Capacity and the Long Term Released Capacity is not sufficient to serve a Marketer's Designated Design Day Capability, excluding the volumes associated with the capacity retained by the Company for operational purposes, due to significant fluctuations in market share;

13.17.9 If a marketer's total market share for the Primary Pool is less than a marketer's allocated amount of Long Term Released Capacity;

13.17.10 If any marketer violates the limitations on released capacity contained in Section 13.19; or

13.17.11 An order of the Commission under O.C.G.A. § 46-2-91 where recall would be necessary to comply with the Commission's order.

13.18 Disposition of the Recalled Capacity

Capacity recalled pursuant to Section 13.17 above, shall be re-released as follows:

13.18.1 In the case of Subsections 13.17.1 through 13.17.3, the Company will re-release the recalled capacity to all Marketers promptly. In the case of Subsection 13.17.1, the Company will recall all or a portion of Long Term Released Capacity before recalling Monthly Released Capacity. In the case of Subsection 13.17.2, the Company will recall all of the Monthly Released Capacity and all of the Long Term Released Capacity. In the case of Subsection 13.17.3, the Company will recall all or a portion of the Monthly Released Capacity before recalling the Long Term Released Capacity.

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

13.18.2 In the case of Subsections 13.17.4 through 13.17.7, 13.17.10 and 13.17.11, the capacity recalled from a Marketer will be promptly released to the Interim Pooler(s) unless otherwise directed by an order of the GPSC. In these cases, the Company will recall all of the Long Term Released Capacity and all of the Monthly Released Capacity.

13.18.3 In the case of Subsections 13.17.8 and 13.17.9, the Marketer's Long Term Released Capacity recalled from a Marketer will be promptly reallocated and released as Monthly Released Capacity.

13.18.4 With respect to the recall of Long Term Released Capacity, (a) in the case of Subsection 13.17.1 through 13.17.3 and 13.17.11, the Long Term Released Capacity of each Marketer shall be recalled, and (b) in the case of Subsections 13.17.4 through 13.17.10. the Long Term Released Capacity of only the affected Marketer shall be recalled.

13. Allocation, Assignment, and Sale of Capacity and Supply Assets (continued)

13.19 Limitations on Released Capacity

The capacity being released to marketers under the provisions of this tariff was obtained for the purpose of making gas available to retail customers in Georgia. It is being released to marketers for the same purpose. Accordingly, in addition to any other limitations on the released capacity that may apply, and as a condition for receiving the released capacity, marketers must comply with the following limitations on the use of released capacity.

13.19.1 Released capacity shall not be diverted from use for service to a marketer's retail customers if it is necessary for service to such customers;

13.19.2 Any agreement to trade, assign, sell, or otherwise re-release the released capacity shall include the right of AGLC to recall the capacity under Section 13.17;

13.19.3 In the event that a marketer sells, trades, or otherwise transfers all or part of the marketer's customer base to another marketer, it shall also release to the other marketer an equal percentage of its released capacity;

13.19.4 Any agreement to trade, assign, sell, or otherwise re-release the released capacity shall include the right of marketer to recall the capacity under the following circumstances:

13.19.4.1 If the capacity is necessary to provide service to the marketers' customers;

13.19.4.2 If the recall is necessary to comply with Section 13.19.3;

13.19.4.3 If the marketer is ordered by the Commission to recall the capacity or if recall of the capacity is necessary to comply with a Commission order, including, but not limited to, an order issued pursuant to O.C.G.A. § 46-2-71.

14. Categories, Priority, and Flexibility of Distribution Service

14.1 Categories of Distribution Service

Three categories of Distribution Services as described below may be available to Poolers from time to time on the Company's system:

14.1.1 Primary Firm Distribution Services under the Company's FD Rate Schedule, consisting of:

(a) Firm Distribution Service nominated to the Primary Pool to which such service was originally allocated (hereinafter referred to in the Tariff as "FD-1 Service"); and

(b) Firm Distribution Service traded pursuant to Section 16 of these Terms of Service and nominated to the Primary Pool to which such service was originally allocated (hereinafter referred to in the Tariff as "FDT-1 Service").

14.1.2 Secondary Firm Distribution Services under the Company's FD Rate Schedule, consisting of:

(a) Firm Distribution Service nominated to a Primary Pool other than that to which such service was originally allocated (hereinafter referred to in the Tariff as "FD-2 Service"); and

(b) Firm Distribution Service traded pursuant to Section 16 of these Terms of Service and nominated to a Primary Pool other than that to which such service was originally allocated (hereinafter referred to in the Tariff as "FDT-2 Service").

14.1.3 Interruptible Services including but not limited to, Interruptible Distribution Service under the Company's ID Rate Schedule, FD Overrun Service under the Company's FD Rate Schedule, or Interruptible Service under the Company's Interruptible Rate Schedules and Riders.

14. Categories, Priority, and Flexibility of Distribution Service (continued)

14.2 Priority of Distribution Service

Subject to the load control provisions set forth in Section 4 of these Terms of Service, these three categories of Distribution Services shall be provided by the Company in the following descending order of priority:

(a) FD-1 and FDT-1;

(b) FD-2 and FDT-2; and

(c) Interruptible Services

14.3 Flexibility of Excess FD Service

If, for a given Day, a Marketer's allocated FD-1 Service Capacity for a Primary Pool exceeds the Marketers MFO for such Primary Pool, such excess capacity shall be available for use by the Marketer to serve Interruptible Customers in that Primary Pool (as FD-1 Service) or, if operationally feasible, in another Primary Pool (as FD-2 Service) or for trading to another Pooler pursuant to Section 16 of these Terms of Service.

15. Marketer's Daily Requirement

15. Estimated Firm Demand Requirements

The Company will be responsible for estimating the requirements of Firm Retail Customers in each Primary Pool on a daily basis.

15.1.1 Marketer Firm Obligation (MFO)

The Company will calculate a Marketer's MFO by multiplying the total estimated Firm requirements for a Primary Pool by a Marketer's Consumption Market Share for that Primary Pool unless such product results in an obligation that is greater than a Marketer's total allocated assets for such Primary Pool, in such case the Marketer's Market Share will be used. By 10:00 a.m. Eastern Clock time each Day, the Company will post on the EBB each Marketer's MFO for the next three Days. In the event of unexpected weather conditions, the Company may revise such MFOs at any time, including revisions during the actual Day of Gas flow by posting the revised MFO on the EBB. In the event the Company revises such MFOs after 10:00 a.m. Eastern Clock time for the actual Day of Gas flow, the Marketer will not be billed for its failure to deliver its DSR for the deficient volumes with respect to the revised MFO.

15.1.2 Daily Supply Requirement (DSR)

A Marketer's DSR will be determined for each Day based on its MFO, PCA and PPS for that Day. If a Marketer's MFO is less than or equal to its PCA, the Marketer's DSR shall be equal to its MFO (if MFO ≤ PCA, DSR = MFO). If a Marketer's MFO is greater than its PCA but less than its total required MARS, the Marketer's DSR shall be equal to its PCA (if MFO > PCA but < required MARS, DSR = PCA). If a Marketer's MFO is greater than its PCA and its total required MARS, the Marketer's DSR shall be equal to its PCA plus its needed PPS (if MFO > PCA and > required MARS, DSR = PCA + needed PPS). A Marketer's DSR will be limited to the sum of its PCA and PPS unless MARS has hit a ratchet, its maximum Company Peaking inventory is less than its MDQ, its BPPSS Peaking Gas is less than its BPPSS Daily Deliverability, or a Marketer has obtained third party Peaking Service. For such circumstances DSR shall equal PCA plus PPS plus MARS shortfall, third party peaking (up to MDW Q), the difference between its maximum Company Peaking

15. Marketer's Daily Requirement (continued)

MDQ and its Company Peaking inventory and the difference between its BPPSS Peaking Gas and its BPPSS Daily Deliverability respectively By 10:00 a.m. Eastern Clock time each Day the Company will post on the EBB each Marketer's DSR for the next three Days. In addition, the Company will post on the EBB by 9:00 a.m. Eastern Clock time each Marketer's Next Day Elba Capacity requirements. In the event of unexpected weather conditions, the Company may revise such DSRs at any time, including revisions during the actual Day of Gas flow by posting the revised DSR on the EBB. The Company will verify that each Marketer nominates or has available FTNN volumes equal to or greater than its DSR in each Primary Pool. The Company will only require Marketers to deliver Gas using the FT the Company has under contract with Southern with an Elba receipt point (the "Elba Capacity"), by including such requirement in the Marketers' DSR no more than five (5) Days in any given December through February period for any given Year. Any requirement of less than the fully allocated Elba Capacity shall be considered a Day. If a pool's DSR for the gas day would not change by more than +/- 10% of the marketer's previously determined DSR, the DSR in that pool shall remain the same as set on the previous day.

If a Marketer fails to nominate its DSR or have available FTNN volumes to satisfy its DSR or cause such volumes to be scheduled, the Marketer will be billed a DSR incentive for the deficient volumes. The DSR incentive shall be $30.00 per Dth or if the Company is assessed a pipeline penalty higher than $30, the assessed rate per Dth will be charged in lieu of $30. The deficient volumes will be treated as a negative imbalance subject to the cashout provisions in Subsection 20.3 herein, provided, however, that the Company has posted on the EBB the revised DSR prior to the start of the Day. In the event a Marketer provides the Company with a notarized affidavit in a form and substance reasonably acceptable to the Company from a duly authorized officer of the Marketer stating that the Marketer has contracted for Gas its full design day allocation equal to its winter Elba Capacity requirements, the Company will reduce the $30.00/Dth charge or the highest pipeline penalty rate per Dth assessed from the pipelines that serve the Company provided above to the higher of $10.00/Dth or the highest pipeline penalty rate per Dth assessed from the pipelines that serve the Company for volumes required to be delivered to meet the Company's daily Firm requirements from the Elba Capacity (exclusive of required segmentation volumes).

15. Marketer's Daily Requirement (continued)

In addition, the Company will notify the Commission of any Marketer who fails to nominate or have available FTNN volumes to satisfy its DSR in order that the Commission may take such action as it deems appropriate under the circumstances.

In the event a Marketer nominates its DSR on any given Day on an interstate pipeline's EBB and on the Company's EBB and such volume is not scheduled by the interstate pipeline and said Marketer's allocated Firm demand is less than or equal to the Designated Firm Volumes at the Aggregate Pool level, then no charge for deficient volumes of DSR shall be assessed on said volumes for such Day. Otherwise, the DSR charge set forth above will apply.

15.1.3 Liquefaction Supply Requirement (LSR)

Prior to the 25th of the preceding Month, the Company will notify Marketers which pipeline the liquefaction process will use, the target start date and the target number of Days to liquefy during the upcoming month. This information is subject to change if operational issues arise. A Marketer's LSR shall be determined for each Day based on its inventory level in its assigned Peaking Service. Additionally, the Company may notify a Marketer that certain minimum DSR volumes must be scheduled on a specific pipeline to facilitate the liquefaction injection transaction as well as the discretionary pipeline DSR. Such notice will be provided by 10:00 a.m. Eastern Clock time each Day. A Marketer's failure to meet LSR or DSR obligations with regard to LNG liquefaction is subject to the same deficiency charge as failure to satisfy its DSR set forth in Section 15.1.2. A Marketer may utilize available FTNN volumes to satisfy its LSR and/or DSR obligations with regard to LNG liquefaction.

15. Marketer's Daily Requirement (continued)

15.2 Supplying Firm Demand Above PCA But Less Than PPS

If a Marketer's MFO is greater than the Marketer's PCA but less than the Marketer's PPS, the Company will undertake to make available to the Marketer the following supplies:

15.2.1 Marketer Accessible Retained Storage (MARS)

On a Day when a Marketer's MFO exceeds its PCA in a Primary Pool and the Marketer has nominated volumes equal to its PCA for delivery to such Pool, the Company will undertake to make available to such Marketer its pro rata share of MARS based on the Marketer's Market Share in such Pool. By 10:00 a.m. Eastern Clock time each Day, the Company will post on the EBB the amount of MARS required by Marketers to serve their Firm Retail Customers based on the respective MFOs for the next three Days. The availability of MARS is subject to volume and inventory restrictions relating to the Company's retained storage services from interstate pipeline companies. The net volumes of MARS purchased or sold by a Marketer during a month will be billed at the Company's weighted average cost of Gas in the Company's retained storage, as of the last Day of the preceding Month.

15.2.2 Company Peaking

On a Day when there is a deficiency between a Marketer's MFO and the sum of its PCA and its pro rata share of MARS in a Pool, and the Marketer has nominated volumes equal to its PCA for deliveries to such Pool, the Company will undertake to make Company Peaking available under the Peaking Rate Schedule for such deficiency up to a Marketer's MDW Q or remaining inventory if below MDW Q.

15. Marketer's Daily Requirement (continued)

15.3 Alternative Sources of Capacity and Supply

In addition to, or in lieu of, the sources described in Subsection 15.2 above, a Marketer may supply all or part of the excess of its MFO above its PCA by alternative sources of capacity and supply, if the use of the same are operationally feasible in the judgment of the Company on a day-to-day basis. Such alternative sources include, but are not limited to, interstate pipeline capacity that is not part of the Marketer's PCA.

16. Capacity Trading

16.1 General Provisions

A Marketer may trade a portion of its FD-1 Service capacity within a Primary Pool to another Pooler if such capacity is not needed to serve the Marketer's Firm Retail Customers within such Primary Pool. A Marketer may only trade FD-1 Service capacity within a Primary Pool on any given Day if such capacity is in excess of the Marketer's MFO for that Day in such Primary Pool. Capacity Categories other than FD-1 may not be traded. The minimum term of a Capacity Trade is one Day.

16.2 Definitions

For purposes hereof:

16.2.1 **Acquiring Pooler** – Any Pooler who acquires FD-1 Service capacity from a Trading Marketer.

16.2.2 **Trading Marketer** – A Marketer who holds an allocation of FD-1 Service capacity and who desires to trade a portion of such capacity to another Pooler pursuant to this Section.

16.3 Prearranged Deals

A Trading Marketer may enter into a Capacity Trade with an Acquiring Pooler directly without following the notice provisions set forth in Subsection 16.4 below.

16.4 Notice by Marketer of its Desire to Make a Capacity Trade

A Trading Marketer may deliver a notice via the EBB that it desires to trade FD-1 Service capacity. The notice shall set forth:

(a) The Trading Marketer's legal name, and the FD contract number assigned by the Company to the Trading Marketer;

(b) The quantity of FD-1 Service capacity that the Trading Marketer desires to trade; and

(c) The proposed term of the Capacity Trade.

(d) Any recall rights.

16. Capacity Trading (continued)

16.5 Notice to Company of Capacity Trade

In the event that a Trading Marketer and an Acquiring Pooler agree to a Capacity Trade, both the Trading Marketer and the Acquiring Pooler shall notify the Company of the same no later than 10:00 a.m. Eastern Clock time on its effective Day. The notice from each shall include the FD contract number of the Trading Marketer, the quantity and the term of the Capacity Trade.

16.6 Notice to Recall Capacity

In order for any recall of capacity by a Marketer to be effective for a given Day, notice of the recall must be given by the Trading Marketer to the Company and the Acquiring Marketer prior to the nomination deadline for same Day nominations. The Company's EBB shall automatically recall FD capacity if a Marketer does not have enough FD to cover the MFO.

16.7 Liability for Payments

The Trading Marketer shall remain solely liable to the Company for payment of FD demand charges associated with a Capacity Trade. The Acquiring Pooler shall be responsible to the Company for variable and any other charges from the Company associated with the Acquiring Poolers' use of the Capacity Trade.

16.8 Posting of Confirmed Trades

Trading Marketers must post Capacity Trades on the Company's EBB. The Company shall provide on its EBB a place for Trading Marketers to post as soon as possible, but no later than forty-eight (48) hours after the effective date of such Capacity Trade, the following information: 1) Trading Marketer, 2) Acquiring Pooler, 3) term, and 4) price. This information may be viewed by all Poolers. The Company provides no warranty with respect to information posted by Trading Marketers on the EBB.

17. Operational Provisions

17.1 Mismatch Orders

The Company may from time to time restrict Distribution Services to Poolers when it anticipates a Mismatch. On such occasions, the Poolers will be notified of the type of Mismatch by a Mismatch Order and will be required to comply with any restrictions specified by the Company in the order. Such Mismatch Order will be posted on the EBB at least four (4) hours in advance of the effective time of any restrictions specified in the Mismatch Order. In determining whether a Pooler has complied with a Mismatch Order, the Company shall employ the reconciliation methodology set forth in Subsection 20.2 of these Terms of Service.

17.1.1 Demand Mismatch – When the Company, in its sole judgment, anticipates that a Demand Mismatch in a certain Primary Pool may present a threat to the integrity of the Company's operations or jeopardize Firm Distribution Service to Firm Retail Customers, the Company may designate a Demand Mismatch and post a Demand Mismatch Order on the EBB. On such Day, if Interruptible Customers in the Pool take more Gas than is delivered to such Pool on their behalf, each Pooler not in compliance with the Mismatch Order will be billed at a rate of $30.00 for each Dth of the excess volumes thus taken if no pipeline penalty charge is assessed or will be charged the highest pipeline penalty rate charged the Company per Dth if a pipeline penalty is assessed. The Company will balance at the Primary Pool level.

17. Operational Provisions (continued)

17.1.2 Supply Mismatch – When the Company, in its sole judgment, anticipates that a Supply Mismatch in a certain Primary Pool may present a threat to the integrity of the Company's operations or jeopardize Firm Distribution Service to Firm Retail Customers, the Company may designate a Supply Mismatch and post a Supply Mismatch Order on the EBB. On such day, if the Interruptible Customers in the Pool take less Gas than is delivered to such Pool on their behalf, each Pooler not in compliance with the Mismatch Order will be billed at a rate of $30.00 for each Dth of the excess volumes thus delivered if no pipeline penalty charge is assessed or will be charged the highest pipeline penalty rate charged the Company per Dth if a pipeline penalty is assessed. The Company will balance at the Primary Pool level.

17.1.3 Storage Inventory Management Supply Mismatch Order – The Company, in its sole judgment, shall have the option of issuing a Storage Inventory Management Supply Mismatch Order to maintain the integrity of its operation based on the parameters state below. The Company will balance at the Aggregate Pool level with the following fee structure:

Percentage	Rate per Dth
≤ 10%	No charge
> 10% < 20%	The lesser of $15.00 or 1.5 times the highest Daily Index cost of Gas for the applicable month.
≥ 20%	$30.00

At the end of each month, if the Pooler's imbalance is within 2% of its customers' actual consumption, then the mismatch fees will not be charged.

17. Operational Provisions (continued)

17.1.4 Daily Balancing Order

If an upstream pipeline issues an Operational Flow Order that simultaneously subjects the Company to pipeline penalties for positive or negative imbalances outside a stated tolerance level, the Company, in its sole judgment, reserves the right to require daily balancing at the aggregate pool level by issuing a Daily Balancing Order. On such occasions, the Poolers will be notified of the Daily Balancing Order and will be required to comply with any restrictions specified by the Company in the order. Such Daily Balancing Order will be posted on the EBB at least four (4) hours in advance of the effective time of any restrictions specified in the Daily Balancing Order and shall include the stated tolerance level for positive and negative imbalances. The Company's tolerance level will be greater than or equal to the upper and lower tolerances that are specified in the issuing pipeline's Operational Flow Order. In determining whether a Pooler has complied with an order, the Company shall employ the reconciliation methodology set forth in Subsection 20.2 of these Terms of Service.

While under a Daily Balancing Order, any net volume imbalance created by Interruptible Customers that is both greater than the tolerance specified and more than 200 Dth shall be referred to as a penalty imbalance volume. Imbalances less than 200 Dth shall not be subject to penalty charges. The penalty charge for each Dth of penalty imbalance volume shall be $30 per Dth if the Company is not assessed a penalty by the pipeline issuing the Operational Flow Order or if the Company is assessed a penalty from the issuing pipeline, Pooler shall be charged the actual penalty rate the Company is assessed per Dth of penalty imbalance volume.

17. Operational Provisions (continued)

17.2 Pool Constraints

Because of operational constraints, the Company may from time to time in its discretion designate the interstate pipeline company or companies that a Pooler must use for nominating Gas supplies into a Pool.

17.3 Disposition of Revenues

Revenues from Mismatch Charges in excess of actual costs incurred by the Company shall be credited to the Universal Service Fund.

17.4 Applicability of Force Majeure

To the extent an event of force majeure results in a Pooler's inability to comply with any Mismatch Order issued by the Company under Section 17.1, the Pooler shall inform the Company of the Pooler's inability to comply and the reasons therefor as soon as practicable. The Pooler shall take steps to mitigate its inability to comply as soon as practicable, including, but not limited to, nominating to the Company on an aggregate basis the volumes of Gas to be delivered to Retail Customers in accordance with the Tariff. A Pooler's failure to comply with this provision will result in charges under Section 17.1 that will not be excused as a force majeure event. Compliance with this provision during an event of force majeure under Rule 12 will excuse charges under Section 17.1.

18. Responsibilities of Poolers

18.1 Supplying Gas for Delivery

Each Pooler shall be responsible for purchasing the Gas to be delivered for Retail Customers served by the Pooler and for causing the same to be delivered to the Company's system. Each Marketer on a daily basis shall maintain FD-1 Service capacity equal to its MFO.

18.2 Daily Operational Responsibilities

Each Pooler shall be responsible, on a twenty-four (24) hour per Day basis, for:

(a) Receiving notification from the Company of curtailment, Mismatch, and other operating orders and conditions, as well as instructions and restrictions relative to Distribution Service to the Retail Customers served by the Pooler;

(b) Notifying such Retail Customers of such orders, conditions, instructions and restrictions;

(c) Compliance by such Retail Customers with all such orders, conditions, instructions and restrictions; and

(d) Nominating to the Company on an aggregate basis the volumes of Gas to be delivered to such Retail Customers in accordance with the Tariff.

18.3 Notification Procedures

Any notices, orders, instructions or restrictions from the Company to a Pooler shall be deemed received by the Pooler when posted by the Company on the EBB. In the event that the EBB is not operational, the Company shall furnish such orders, notices, instructions or restrictions through other available media. Each Pooler shall furnish to the Company the names, as well as the telephone numbers and email addresses of three individuals, any one of whom will be responsible on behalf of the Poolers for receiving orders, notices, instructions or restrictions. If the Company is unable to contact any such individuals, the Pooler shall be deemed to have received any such order, notice, instructions or restrictions effective as of the time the Company attempted to make such contact.

18. Responsibilities of Poolers (continued)

18.4 Balancing

Each Pooler shall be responsible for avoiding Imbalances on a daily and monthly basis.

18.5 Responsibility for Interruptible Deliveries

When notified by the Company that it must interrupt, curtail or limit Distribution Service to the Customers that it serves, the Pooler shall be responsible for doing so under any criteria or procedures established by the Pooler that are consistent with the notice from the Company.

18.6 Ancillary Services

Each Pooler shall be responsible for securing for Retail Customers served by the Pooler any Ancillary Services that the Retail Customers may require from time to time.

18.7 Responsibility for “Specified Firm” Requirements of Interruptible Customers

In the event an Interruptible Customer accepts assignment of interstate capacity associated with the Customer’s “specified firm” requirements, the Pooler serving such Customer on the first of the Month shall be responsible for all charges associated with the released interstate capacity.

18.8 Request by Pooler to Discontinue Service to a Customer

Prior to requesting the Company discontinue service to a Customer, a Pooler shall provide notice to said Customer in accordance with any then existing applicable laws or Commission rules. In the event a Pooler directs the Company to discontinue service to a Customer for the Pooler, the Company shall not be liable for any damages or consequences from discontinuing service to said Customer in accordance with the provisions of this tariff and any applicable pipeline safety rules and said Pooler shall indemnify and hold harmless the Company from any potential resulting liability.

18. Responsibilities of Poolers (continued)

18.9 Pooler/Customer Agreements

18.9.1 A Pooler agreement in the form of Schedule A to this Section shall be submitted by the Pooler and approved by the Company.

18.9.2 An Interruptible Retail Customer Agreement in the form of Schedule B to this Section, shall be executed by an Interruptible Retail Customer and its Designated Pooler and submitted to the Company three (3) Days prior to the effective Day of Gas flow

POOLER AGREEMENT

THIS AGREEMENT executed to ATLANTA GAS LIGHT COMPANY (Company), by the undersigned prospective Pooler ("Undersigned").

WITNESSETH:

WHEREAS, the Undersigned desires to operate as a Pooler on Company's system as such terms are defined in the Company's Tariff; and

WHEREAS, the Company's Tariff requires, among other things, that the Undersigned execute this agreement to the Company;

NOW THEREFORE, in order to induce the Company to permit the Undersigned to operate as a Pooler on its system and for other good and valuable consideration, the Undersigned hereby agrees with the Company as follows:

1. Pooler agrees to comply with and be subject to all of the provisions of the Company's Tariff relating to Distribution Service and Poolers.

2. If the Pooler is a Marketer as defined in the Company's Tariff, the Pooler also agrees to comply with and be subject to all of the provisions and requirements of the Company's Tariff relating to Marketers.

3. Notices or communications to the Undersigned may be given to:

   Mailing Address: _____
   _____
   _____
   _____
   Attention: _____

Telephone:_____

Fax:_____

IN WITNESS WHEREOF, the Undersigned has executed this Agreement as of the _____day of_____, in the year of_____.

_____
Full Name of Prospective Pooler

By:_____
Title

ACCEPTED by Atlanta Gas Light Company on_____day of_____, ____

Atlanta Gas Light Company

By:_____

Account No. of Pooler as assigned by Atlanta Gas Light Company

_____

INTERRUPTIBLE RETAIL CUSTOMER AGREEMENT

THIS AGREEMENT executed by the undersigned Customer who will receive Distribution Service (the "Interruptible Retail Customer") from ATLANTA LIGHT COMPANY ("Company") and the undersigned Pooler ("Designated Pooler") who will act on behalf of the Interruptible Retail Customer pursuant to the provisions of the Company's Tariff applicable to Distribution Service and Poolers.

WITNESSETH:

WHEREAS, the Interruptible Retail Customer desires to engage the Designated Pooler to act as a Pooler on its behalf on the Company's system pursuant to the provisions of the Company's Tariff; and

WHEREAS, the Designated Pooler desires to operate as a Pooler on behalf of the Interruptible Retail Customer pursuant to the Company's Tariff; and

WHEREAS, the Interruptible Retail Customer and the Designated Pooler desire to execute this Agreement in order to set forth the terms and provisions of the agreements and understandings between them which will become effective from time to time.

NOW, THEREFORE, in order to induce the Company to permit the Designated Pooler to operate as a Pooler on its system on behalf of the Interruptible Retail Customer and in consideration of the mutual covenants and agreements herein, the Interruptible Retail Customer and the Designated Pooler hereby agree with one another and with the Company as follows:

1. The following information relates to the Interruptible Retail Customer and has been furnished by the Interruptible Retail Customer:

   Interruptible Retail Customer's Name _____

   Mailing Address: _____

   Address(es) where Gas Service is to be provided (if different):

   _____

   _____

Atlanta Gas Light Company Account Number of Interruptible Retail Customer: _____

Telephone: _____ Fax: _____

Effective Date: _____

2. The following information relates to the Designated Pooler and has been furnished by the Designated Pooler:

   Designated Pooler's Name: _____

   Mailing Address: _____

   Atlanta Gas Light Company Account Number of Designated Pooler: _____

   Telephone: _____ Fax: _____

3. The following terms and provisions shall become effective during each period from time to time when a Current Pooler Designation has been executed by the Interruptible Retail Customer and accepted by the Company:

   A. The Interruptible Retail Customer designates and authorizes the Designated Pooler to secure gas services from the Company on behalf of the Interruptible Retail Customer from time to time and Designated Pooler agrees to secure such services on behalf of the Interruptible Retail Customer during such periods in accordance with all applicable provisions of the Company's Tariff.

   B. During the period of this agreement, the Interruptible Retail Customer authorizes the Company from time to time to disclose to the Designated Pooler the Interruptible Retail Customer's Gas usage and requirements.

   C. By the execution of this Agreement the Interruptible Retail Customer will be deemed to warrant to the Company that Designated Pooler herein has agreed to be the sole supplier of the Interruptible Retail Customer.

   IN WITNESS WHEREOF, the Undersigned Interruptible Retail Customer and Designated Pooler have executed this Agreement as of the _____ day of _, in the year of _.

_____	_____
Interruptible Retail Customer	Designated Pooler
By: _____	By: _____
Title: _____	Title: _____

19. Nominations, Confirmation, and Scheduling

19.1 Procedures for Nominations to the Company by Poolers

All nominations shall be submitted via the EBB. The deadlines for nominations, including the deadline for intra-day nominations, shall be the same as the respective deadlines as prescribed by the North American Energy Standards Board (NAESB). A nomination must be submitted separately for service to both Firm and Interruptible Customers in each Primary Pool. A nomination shall specify separately the volumes to be delivered to Firm and those delivered to Interruptible Customers at each Delivery Point on the Relevant Pipeline. In addition, the Marketer must specify a predetermined allocation order, to be used by the Company to rank nominated volumes above the Marketer's DSR between Firm and Interruptible Customers.

19.2 FINSS Nominations

Nominations for FINNS shall conform to the procedures set forth in Subsection 19.1 above.

19.3 BPPSS Nominations

All discretionary nominations for BPPSS shall conform to the procedures set forth in Subsection 19.1 above.

19.4 Confirmation

The Company will confirm nominations in accordance with the order of service priority set forth in Subsection 14.2 of these Terms of Service. The Company reserves the right not to confirm a nomination in whole or in part if, in the sole judgment of the Company, confirmation of the nomination might threaten the operational integrity of its system. If any nomination by a Pooler to the Company does not match the corresponding nomination of the Pooler to the Relevant Pipeline, the Company may change the nomination to match that to the Relevant Pipeline and shall post any such change on the EBB.

19. Nominations, Confirmation, and Scheduling (continued)

19.5 Scheduling

Confirmed nominations will be scheduled for receipt on the Company's system consistently with the scheduling procedures of the Relevant Pipeline. The quality of Gas delivered into the Company's facilities by or on behalf of a Pooler shall be determined by the records of the Relevant Pipeline.

20. Balancing, Allocation, and Cashout Procedures

20.1 Balancing

Subject to operational constraints and available capacity, the Company will undertake on a daily basis to accommodate negative and positive Imbalances by Pool for each Pooler through the use of resources available to the Company.

Marketer allocated firm volumes will be balanced against a Marketer's Designated Firm Volumes, available Marketer Accessible Retained Storage (MARS), Peaking and Bundled Pipeline Peaking Sales Service (BPPSS) assets in that order.

20.1.1 Pool Level Balancing

The Company shall calculate daily charges for balancing services performed by the Company for a Pooler. Poolers will be balanced on a daily basis at the Aggregate Pool level unless the Company in its sole judgment determines that daily balancing should occur at a lower Pool level in order to maintain the integrity of the system. The Company will post on the EBB by 10:00 a.m. Eastern Clock time notice of the Pool level, if other than the Aggregate Pool level, to be utilized for that day.

20.1.2 Computation of Applicable Volumes

The computation of volumes subject to daily balancing is as follows:

(a) If the Designated Firm Volumes of a Marketer in a Pool are equal to its DSR in such Pool, then no daily balancing charge will be assessed.

(b) For Marketers serving both Firm and Interruptible Retail Customers, the Company will use both the Designated Firm Volumes and the Designated Interruptible Volumes of a Marketer in a Pool to determine the volumes subject to daily balancing. Any positive difference between (i) a Marketer's Designated Firm Volumes and its actual deliveries to its Firm Retail Customers or (ii) a Marketer's Designated Interruptible Volumes and its actual deliveries to its Interruptible Retail Customers may be used to offset any negative difference between (i) or (ii) above, provided however that MARS volumes will not be used to serve Interruptible Retail Customers. Any remaining balance will be subject to the daily balancing charge.

20. Balancing Allocation, and Cashout Procedures (continued)

(c) For a Pooler that is not a Marketer, any difference between its Designated Interruptible Volumes and the actual deliveries to its Interruptible Retail Customers shall be subject to daily balancing.

20.1.3 Computation of Applicable Volumes During Mismatch or Balancing Orders

The computation of volumes subject to daily balancing during Mismatch or Balancing Orders is as follows:

(a) If the Designated Firm Volumes of a Marketer in a Pool are equal to its DSR in such Pool, then no daily balancing charge will be assessed.

(b) If the Designated Firm Volumes of a Marketer in a Pool are greater than both its DSR and its actual Firm deliveries to its Firm Retail Customers, the volumes subject to daily balancing will be Marketer's Designated Firm Volumes less its actual deliveries to its Firm Retail Customers.

(c) Any difference between a Pooler's Designated Interruptible Volumes in a Pool and the actual deliveries to its Interruptible Retail Customers shall be subject to daily balancing.

(d) If for any given Day a Marketer nominates a peaking service other than the Company's Peaking service, such Marketer will be subject to daily balancing with respect to the difference between the sum of its Designated Firm Volumes and its prorata share of MARS in a Pool and actual deliveries to its Firm Retail Customers in the Pool.

20. Balancing Allocation, and Cashout Procedures (continued)

20.1.4 Daily Balancing Charges

The rates applicable to the volumes subject to a daily balancing charge as determined under Subsection 20.1.2 and 20.1.3 above are shown in the table below and are based upon the percentage that such volumes for each Pooler on a Day, whether positive or negative, are of the actual deliveries from a Pooler to its Retail Customers on such Day. The rate per Dth shall apply to the total amount of all imbalance volumes so determined.

Percent	Rate per Dth
≤5%	$0.00
>5%	$0.07

20.1.5 Daily Balancing Trades

A Pooler may trade its daily balancing position for a given Day in a Pool with other Poolers who have daily balancing positions on that Day in such Pool. There will be two trading periods for any given Month. The first trading period will take place between the 16th and the 18th of any Month for trades of daily balancing positions for the first fifteen (15) days of the Month. The second trading period will correspond with the trading period for cashout and will deal with daily balancing positions for the remainder of the month. A retroactive change in post gas volumes which occurs after the trading period shall not adversely affect a Pooler's daily balancing position.

20.1.6 Annual Daily Balancing Charge True-up

The Company's actual costs for injections and withdrawals into/out of retained storage paid to its interstate pipeline companies may be greater or less than the costs recovered from Poolers through the Daily Balancing Charge. On or before December 1 of each year, the Company will file a report with the Commission detailing its over-recovery or under-recovery of the Daily Balancing charges for the preceding Fiscal Year.

20. Balancing Allocation, and Cashout Procedures (continued)

(a) In the event the Company's annual Daily Balancing charge true-up report reflects an under-recovery for the preceding Fiscal Year, the Company shall apply such under-recovery as a surcharge to the variable portion of its rates for Gas Service for the succeeding Fiscal Year, and make an appropriate filing with the Commission to reflect such surcharge.

(b) In the event that the Company's annual Daily Balancing charge true-up report reflects an over-recovery for the preceding Fiscal Year, the Company shall apply such over-recovery as a negative surcharge to the variable portion of its rates for the Gas Service for the succeeding Fiscal Year, and make an appropriate filing with the Commission to reflect such negative surcharge.

20.2 Daily Reconciliation of Pool Receipts and Deliveries

In order to determine for each Pooler on a daily basis, any Imbalance, and in the case of a Pooler who is a Marketer, any MARS or LNG usage, the Company will reconcile the receipts into a Pool on behalf of the Pooler and the deliveries from such Pool on behalf of the Pooler. Such reconciliations will be done at the appropriate Pool level and will employ the methodology set forth in Subsection 20.2.3 below.

20.2.1 Determination of Marketer's Daily Deliveries

The Company shall determine actual Firm deliveries from the Pool by subtracting actual Interruptible deliveries from actual receipts from interstate pipeline companies into the Pool adjusted for volumes associated with LNG liquefaction and vaporization. The actual Firm deliveries by each Marketer from the Pool shall be determined by its Consumption Market Share in the Pool unless Marketer's MFO for such day was based on Market Share in which case actual Firm deliveries would be determined by Market Share in the Pool. The total Interruptible deliveries by a Marketer from a Pool shall consist of the total measured deliveries to its Interruptible Retail Customers in such Pool.

20. Balancing Allocation, and Cashout Procedures (continued)

20.2.2 Determination of Daily Deliveries of a Pooler who is not a Marketer

The total deliveries of a Pooler who is not a Marketer shall consist of the total measured Interruptible deliveries to its Interruptible Retail Customers in such Pool.

20.2.3 Determination of Source of Receipts for Daily Deliveries

The source of receipts for daily deliveries from a Pool shall be determined as follows:

(a) For a Pooler who is not a Marketer, the sole source of receipts for all daily deliveries is the Pooler's scheduled Gas supply received into the Pool from a Relevant Pipeline. Any difference shall be deemed an Imbalance which is subject to the cashout provisions set forth in Subsection 20.3 below.

(b) For a Marketer, the sole source of receipts for daily Interruptible deliveries is the Marketer's Designated Interruptible Volumes received into the Pool from a Relevant Pipeline. Any negative balance shall be deemed an Imbalance which is subject to the cashout provisions set forth in Subsection 20.3 below. Any positive balance will constitute a source of supply for Firm deliveries by a Marketer from the Pool, provided, however, that any positive Imbalance that remains after subtracting the Firm deliveries for the Day shall be deemed an Imbalance which is subject to the cashout provisions set forth in Subsection 20.3 below. Any negative imbalance that remains after subtracting Firm deliveries for the Day from such positive Imbalance shall be deemed to have been supplied from the sources shown below, in the order listed:

20. Balancing Allocation, and Cashout Procedures (continued)

(i) MARS, up to the amount of the Marketer's pro rata share pursuant to Subsection 15.2.1 of these Terms of Service.
(ii) LNG under the Company's LNG rate schedule, up to the amounts allocated to the Marketer pursuant to Subsection 13.9 of these Terms of Service.
(iii) FD Overrun Service pursuant to the Company's FD Rate Schedule.

Any remaining negative balance shall be deemed an Imbalance which is subject to the cashout provisions set forth in Subsection 20.3 below.

20.3 Cashout Provisions

At the end of each Month, any Imbalance of a Pooler in an Aggregate Pool shall be subject to the following provisions:

20.3.1 Trading Period

Within three (3) consecutive Days following the end of month closing period for each Month, the Company shall post on the EBB each Pooler's Imbalance whether positive or negative. Following such posting, the Company shall provide a period of three (3) consecutive Days during which period Poolers may trade positive and negative Imbalances in their respective Aggregate Pools via the EBB.

20.3.2 Cashout

If, following the trading period, the Pooler has any Imbalance remaining, whether positive or negative, such Imbalance shall be cashed out as follows:

20. Balancing Allocation, and Cashout Procedures (continued)

(a) Negative Imbalance Sold to Marketer

0% ≤ 4%	Average Daily Index Cost of Gas for the Month times	1.20
>4% ≤ 10%	Average Daily Index Cost of Gas for the Month times	1.30
>10% ≤ 20%	Average Daily Index Cost of Gas for the Month times	1.40
>20%	Average Daily Index Cost of Gas for the Month times	1.50

Plus the 100% load factor FT transportation rate, applicable surcharges and fuel on the Relevant Pipeline.
Plus Cashout Surcharge $0.43/Dekatherm

(b) Positive Imbalance Purchases from Marketer

0% ≤ 4%	Average Daily Index Cost of Gas for the Month times	0.80
>4% ≤ 10%	Average Daily Index Cost of Gas for the Month times	0.70
>10% ≤ 20%	Average Daily Index Cost of Gas for the Month times	0.60
>20%	Average Daily Index Cost of Gas for the Month times	0.50

Plus the 100% load factor FT transportation rate, applicable surcharges and fuel on the Relevant Pipeline.
Less Cashout Surcharge $0.43/Dekatherm

20. Balancing Allocation, and Cashout Procedures (continued)

20.3.3 Prior Period Adjustments

In the event the Company performs a prior period adjustment which changes a Pooler's imbalance volumes for cashout, such imbalance shall be cashed out at the Average Daily Index Cost of Gas for the Month plus the 100% load factor FT transportation, applicable surcharges, and fuel for the Relevant Pipeline.

20.3.4 Annual Cashout Report

On or before December 1 of each year, the Company shall file a report detailing over-recoveries or under-recoveries from cashout of Imbalances pursuant to this Section during the preceding Fiscal Year.

(a) In the event that the Company's Fiscal Year Cashout Report for Imbalances shows an under-recovery for the Fiscal Year, the Company shall apply such loss as a surcharge to the variable portion of its rates for Gas Service for the succeeding Fiscal Year, and make an appropriate filing with the Commission to reflect such surcharge.

(b) In the event that the Company's Fiscal Year Cashout Report for Imbalances shows an over-recovery for a Fiscal Year, the Company shall credit such over-recovery to the Universal Service Fund.

20.4 Monthly True-Up

The Company shall perform calculations to true-up the difference between a Marketer's deliveries and its Retail Customers' consumption on a monthly basis. The methodology used by the Company to fulfill its obligations herein shall be approved by the Commission and may be revised from time to time. To the extent that the Company incurs reasonable and prudently incurred costs associated with this service, it shall file its proposed recovery with the Commission. The Company is responsible for performing the true-up calculations and providing the results to the Marketers. Once the results are determined, the Company invoices and collects payments from the Marketers that have a short True Up position. Once the payments are received by the Company, the Company issues payments to the Marketers that have a long True Up position. This procedure may be revised as appropriate as the Company ceases to provide the meter reading function.

21. Liquefied Natural Gas Delivery to Tanker Service Rate (LDTS)

21.1 Definitions

For purposes herein:

Company's LNG Facilities – Liquefied Natural Gas (LNG) facilities owned and operated by the Company which are located at 7790 Highway 85, Riverdale, Georgia 30274; located at Route 3, Box 537, Ball Ground, Georgia, 30137; and located at Route 6, Henderson, Macon, Georgia, 31201.

21.2 Availability of LDTS Service

The Company may deliver natural gas in the form of LNG on an Interruptible basis for a Pooler into cryogenic tanker trucks. All Poolers shall comply with this Rate Schedule and all operational conditions as required by the Company. An LDTS Service shall be offered by the Company pursuant to a Standard Service Agreement. The Company may, but shall not be required to, offer LDTS Service through an open season solicitation.

21.3 Character of LDTS Service

21.3.1 LDTS-1 Service (from LNG Storage). Subject to the terms and provisions of service set forth below and to the extent the same is consistent with safe operating procedures and conditions as determined by the Company in its sole judgment, a Marketer may schedule delivery of the Marketer's LNG stored in one or more of the Company's LNG facilities on an Interruptible basis. Said Marketer shall continue to be subject to all inventory requirements, Liquefaction Supply Requirements, and operational requirements of the Company regarding LNG. Delivery shall be into cryogenic tankers.

21.3.2 LDTS-2 Service (from Interstate Pipeline). Subject to the terms and provisions of service set forth below and to the extent the same is consistent with safe operating procedures and conditions as determined by the Company in its sole judgment, the Company shall post a notice of available liquefaction and related facilities along with operational conditions that will apply to any Pooler who shall deliver natural gas to a LNG facility for liquefaction and immediate delivery of the LNG into a cryogenic tanker. Such liquefaction shall be on an interruptible basis.

21. Liquefied Natural Gas Delivery to Tanker Service Rate (LDTS) (continued)

21.4 Terms and Provisions of LDTS Service

21.4.1 When the Company at its sole discretion determines the availability of an LDTS Service, it shall post a notice of availability along with the operational conditions under which LDTS Service can occur. A Pooler may request LNG be delivered into a cryogenic tanker and shall comply with all notice and scheduling requirements listed by the Company, including designating the quantity of LNG and the number of truck loads to be scheduled on each Gas Day. The Company shall confirm receipt of any LDTS Service request, shall indicate any acceptance of a request, including confirmation of the operating conditions and procedures applicable to the LDTS Service to be performed.

21.4.2 The Company shall determine the natural gas volumes in therms equivalent to the volumes of LNG delivered under this Rate Schedule to each Pooler on any Gas Day by:

(a) Determining the weight in pounds of LNG loaded on each vehicle used to transport LNG by weighing or causing to be weighed any such vehicle before and after loading of LNG;

(b) Calculating the Btu per pound of LNG loaded based upon a chemical analysis in mole percent as determined by chromatograph from samples of LNG taken periodically; and

(c) Multiplying the weight of the LNG liquid loaded as determined in (a) above by the Btu per pound as determined in (b) above.

21.4.3 The Company's obligations hereunder shall be subject to the operational conditions listed by the Company in its notice and on available liquefaction or delivery capacity in excess of the Company's operational requirements for any Gas Day.

21. Liquefied Natural Gas Delivery to Tanker Service Rate (LDTS) (continued)

21.4.4 LNG services provided hereunder shall be available only in connection with LNG that (1) is consumed in the State of Georgia, or (2) if not consumed in Georgia, (a) will not be vaporized for further transportation in interstate commerce by pipeline after its delivery into a tanker by the Company pursuant to this Rate Schedule, and (b) is not involved in a gas exchange or gas transportation by displacement transaction that would be deemed to circumvent the Federal Energy Regulatory Commission's jurisdiction, under the Natural Gas Act, over the interstate transportation of gas by pipeline.

21.4.5 Any Pooler taking service under this Rate Schedule shall be treated by the Company in the same manner as any other Pooler for purposes of nominating and scheduling Gas for delivery to the Company's Citygate and conducting any other relevant gas supply activity. Such Poolers shall be subject to the same obligations as any other Pooler, as deemed appropriate by the Company.

21.5 LDTS Service: Rates

21.5.1 Loading Charge.

The Company shall charge $72.03 for each tanker loaded.

21.5.2 Surcharge.

The surcharge for all therms of LNG delivered hereunder shall be $0.215 per therm, net.

22. Electronic Bulletin Board (EBB)

22.1 Availability

The Company has established its Electronic Bulletin Board (EBB) for use by any Pooler that has executed an EBB agreement in the form set forth in Schedule A to this Section. The EBB is an electronic service designed to provide the information or services required by the Commission or described in the Tariff, and such other information or services that the Company may announce from time to time. The EBB shall be available twenty-four (24) hours per Day, subject to maintenance and reasonable downtime. The Company reserves the right, at its sole discretion, to provide enhancements to the EBB or to discontinue information or services not required by the Commission or otherwise described in the Tariff.

22.2 Information Provided

The Company will provide each Pooler with access via the EBB to information necessary to enable the Pooler to manage its Retail Customers in each Primary Pool and to make its nominations on its interstate pipeline companies and on the Company's distribution system. The Company will post on the EBB operational information, notices, and orders, including, but not limited to, Mismatch Orders, limitation notices, and Imbalance information. The Company also will provide a location on the EBB for posting by Marketers of notices of the availability of FD capacity for trading, which includes both offers and requests, pursuant to Section 16 of these Terms of Service.

22.3 Maintenance of Public Information

Public information displayed on the EBB will be displayed in reverse chronological order. Archived information will be made available by the Company within a reasonable period of time after a Pooler's request for such information. The Company shall maintain and retain backup records of the information displayed on the EBB for no less than one (1) year.

22. Electronic Bulletin Board (EBB) (continued)

TERMS & CONDITIONS OF USE OF ENERACT

Atlanta Gas Light Company, a Georgia corporation ("AGLC"), owns and maintains an electronic bulletin board referred to as ("EnerAct").

EnerAct is an on-line information and communications service provided by AGLC for the sole and exclusive use of marketers, poolers and shippers of natural gas in Georgia ("Marketers"), who have signed a written agreement with AGLC authorizing the Marketers and the Marketer's customer service employees ("Authorized Users") to use EnerAct, on the terms and conditions described herein.

Only Authorized Users are authorized to use EnerAct.

AGLC is obligated to maintain the EnerAct site according to the rules and orders promulgated by the Georgia Public Service Commission ("GPSC") and the laws of the State of Georgia. AGLC understands that its activities and obligations related to the EnerAct site will be regulated by the GPSC. AGLC does not screen information that is provided by Authorized Users of EnerAct. However, AGLC has the right to monitor content on EnerAct and to remove content which AGLC determines in its sole discretion to be offensive, inappropriate, harmful, or otherwise in violation of these terms and conditions of use.

AGLC has developed an electronic bulletin board (EnerAct) solely to facilitate access to and provide information to Marketers concerning services on AGLC's pipeline distribution system in Georgia. AGLC has no obligation to any individual Marketer regarding the accuracy or completeness of the information supplied on EnerAct except as otherwise provided for herein. In the case of a conflict between information found on EnerAct and the corresponding, underlying source document related to such information, including but not limited to any applicable rate, rule, regulation or term of service approved for use by AGLC by the (GPSC"), the underlying source document shall prevail.

AGLC IS REGULATED BY THE GPSC AND IS OBLIGATED TO THE GPSC TO CONDUCT ITSELF ACCORDING TO ITS RULES AND ORDERS. AGLC MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE TO ANY MARKETER OR ANY AUTHORIZED USER REGARDING THE CONFIDENTIALITY AND SECURITY OF INFORMATION ON ENERACT.

22. Electronic Bulletin Board (EBB) (continued)

AGLC HAS NO OBLIGATION OR LIABILITY WHATSOEVER TO ANY MARKETER OR ANY AUTHORIZED USER OR OTHER PERSON REGARDING THE SECURITY OR CONFIDENTIALITY OF INFORMATION ON ENERACT.

Authorized Users hereby agree to use EnerAct subject and pursuant to the following terms and conditions.

1. AGLC agrees to permit Authorized Users to access EnerAct with the USERIDs and passwords that have been designated for such Authorized User by its related Marketer. It is the responsibility of each Marketer to ensure that any persons permitted by such Marketer to access EnerAct has the legal authority to act on behalf of such Marketer in accessing those applications listed on the EnerAct menu for which he/she is authorized, including those applications that are available presently and those functions that shall become available at any later date. Marketer agrees and acknowledges that AGLC shall be entitled to rely on Marketer's representation that all persons performing a contracting function through EnerAct are Authorized Persons and as such, have been duly authorized by Marketer to enter into one or more agreements or amended agreements on its behalf.

2. AGLC agrees that in addition to appropriately authorized employees, officers and directors of any Marketer, Marketers may need to provide for its agent or representative to access EnerAct, ("Agent"); provided however, that prior to any such access the Marketer has appointed its Agent in writing through the agency agreement identified below, which specifically gives the Agent the legal authority to act on behalf of Marketer in accessing any or all applications listed on the EnerAct menu, including those applications which are available presently and those applications which shall become available at a later date. Marketer shall provide AGLC's Marketer Services department with an executed copy of the Agency Agreement. AGLC agrees that Marketer may cancel the Agency Agreement by notifying AGLC's Marketer Services department by telephone, followed by written notification within 5 business days. AGLC agrees further that Marketer may appoint a successor Agent by providing AGLC with an executed copy of such successor's Agency Agreement. AGLC shall not be required, however, to give effect to any Agency Agreement until it has actually received an executed copy of such Agency Agreement in writing or through EnerAct if the Agency Agreement has been executed on EnerAct.

22. Electronic Bulletin Board (EBB) (continued)

3. Marketer shall maintain current and accurate records regarding the names, job descriptions, USERIDs and password of each of their Authorized Users.

4. Marketer shall keep, and shall advise each of its Authorized Users to keep, each Authorized User's combined USERIDs and passwords as confidential and shall take commercially reasonable steps to ensure that no Authorized User shares or discloses such information with any other Authorized User, any other employee of Marketer or any third party. Marketer agrees to take commercially reasonable steps to ensure that only Authorized Users of Marketer will be given USERIDs and passwords and only Authorized Users will be permitted to access EnerAct on Marketer's behalf. Any use of EnerAct by any person using any USERIDs and/or passwords of Marketer's Authorized Users shall be deemed to be use by Marketer, and Marketer shall be responsible for and to accept liability for any authorized or unauthorized use.

5. Certain information contained in EnerAct is proprietary and confidential. Marketer shall not, and shall take commercially reasonable effort to make sure its Authorized Users do not disclose or otherwise make available confidential information to any person, company, corporation or third party, whether such information is accessed in an authorized or unauthorized manner.

6. Marketer agrees to notify AGLC if there is any indication that a security breach has occurred with regard to any Marketer's Authorized User's USERIDs and passwords. This includes, but is not limited to loss of confidentiality of USERIDs and passwords. Such notification shall be made to AGLC's Marketer Services department immediately by telephone and shall be followed by written notification within 5 business days.

7. Marketer agrees that it will not access, and will use commercially reasonable efforts to prevent its Authorized Users from accessing, any data that the Marketer or its Authorized User does not have authorization to use or access. All access attempts, whether successful or unsuccessful, are recorded.

22. Electronic Bulletin Board (EBB) (continued)

8. AGLC shall operate its EnerAct system in a prudent manner and in accordance with the rules and orders of the GPSC and the laws of the State of Georgia. Except for the negligence, fraud, or willful misconduct of AGLC, AGLC expressly disclaims liability for loss or damage resulting from any Marketer or Authorized User's breach of this agreement, events of force majeure, any defects in computer software, information, hardware, or programming, or any interruption in or malfunction of electronic communication or transmission. Marketer agrees to defend, indemnify and hold harmless AGLC, and its officers, directors, employees and agents, from and against all claims, Effective: June 1, 2004 demands, damages, losses, costs and expenses (including court costs and reasonable attorneys' fees) and liabilities of any nature whatsoever (collectively referred to herein as "Liabilities") arising out of any breach of this agreement by Marketer or its Authorized Users (or any unauthorized use by any employee or agent of Marketer), or the negligent use or willful misconduct in connection with the use of EnerAct or the information contained therein by Marketer or any such Authorized User, so long as such Liabilities are not the direct result of the negligence, fraud, or willful misconduct of AGLC. The parties hereto agree that neither party shall be liable to the other party, or its corporate parent, subsidiaries or affiliates for any special, indirect or consequential damages (including, without limitation, loss of profits or business interruptions) incurred by said party arising out of or in any manner related to this agreement, the provision and use of the EnerAct system and the information contained therein.

9. Marketer understands and agrees that AGLC may act, in reliance upon any acts or things done or performed by persons utilizing any Authorized User's USERIDs and passwords on behalf of Marketer (so long as AGLC has not been informed of a security breach).

10. Marketers shall not be held liable to AGLC for information provided through EnerAct used by AGLC in AGLC's determination of whether to physically disconnect gas service at a premise or implement "delayed match" at a premise. Marketers must use reasonable efforts to ascertain the reason for a customer's request to terminate service and, based on this response, the Marketer must provide this information to the EnerAct system as accurately as possible given the menu choices provided by the EnerAct system. AGLC will indemnify and hold harmless the Marketer from any claims or causes of action arising from AGLC's decisions to physically disconnect a premise or implement delayed match at a premise so long as such claims are not the result of the gross negligence, fraud, or willful misconduct of Marketer or its Authorized User.

22. Electronic Bulletin Board (EBB) (continued)

11. Marketer has discretion to suspend or terminate a USERID that is inactive or otherwise not in use. AGLC may suspend or terminate the USERID of any Marketer administrator that is inactive or otherwise not in use for a period greater than 90 days. If an administrator's USERID is suspended, Marketer should contact AGLC's Marketer Services department to have such USERID reinstated.

12. AGLC reserves the right to invalidate any Authorized User's USERIDs and passwords at any time upon forty-eight (48) hours' written notice in the event (a) any Marketer or Authorized User breaches any of the terms of this agreement, such breach threatens the integrity of the EnerAct operations, security or information, and such breach is not cured within twenty-four (24) hours after written notice by AGLC of such breach, or (b) AGLC terminates the EnerAct system pursuant to the following paragraph.

13. AGLC reserves the right to modify or terminate the EnerAct system at any time so long as such modification or termination is not prohibited by the regulations of the GPSC.

14. Subject to the provisions of Paragraph 12 herein, this agreement shall be in effect as of the date written above and shall continue unless and until cancelled by either party on ten (10) days' written notice given to the other party prior to the end of any calendar month to be effective at the end of such month.

15. The provisions of this agreement shall be governed by the laws of the State of Georgia.

By its signature below, Marketer agrees to the terms and conditions of use stated above.

MARKETER: _____

By: _____

Name: _____

Title: _____

Date: _____

22. Electronic Bulletin Board (EBB) (continued)

Agency Agreement

As a condition to_____("Marketer") use of AGLC's EnerAct system Marketer has agreed to abide by the terms of certain "Terms and Conditions of Use of EnerAct", which sets forth the terms and conditions for Marketer's, its agent's and employee's use of EnerAct, AGLC's electronic bulletin board. This agency agreement (Agency Agreement) shall constitute an agreement pursuant to which Marketer appoints an agent and representative under the EnerAct Agreement for the purposes set forth below.

Accordingly, Marketer hereby appoints _____ (hereinafter Agent) as its agent and representative to act on behalf of Marketer in performing the menu functions indicated by the Marketer on the EnerAct Access Request Form, attached hereto as Exhibit A, including those applications which shall become available at a later date. Agent has read and agrees to be bound by the terms and conditions set forth in the EnerAct Agreement.

It is understood and agreed that AGLC may act, and shall be fully protected when acting, in reliance on any acts or things done or performed by Agent on behalf of Marketer and with respect to all matters for which authority is granted herein until AGLC receives notice that this Agency Agreement has been cancelled by either party hereto. Marketer shall hold AGLC harmless from any omission or failure by Agent to act or perform any of the duties herein authorized.

Above Agreed To:

_____ Date_____
Marketer

Title_____

Above Agency Accepted:

_____ Date_____
Agent

Title_____

22. Electronic Bulletin Board (EBB) (continued)

ATLANTA GAS LIGHT COMPANY
_____ ACCESS REQUEST FORM

Customer (Complete Legal Name: _____
Mailing Address:_____Phone No.:_____Fax No.:_____
Authorized Employee's Full Name:_____Phone No.:_____Fax No.:_____
If providing Exhibit B:
Customer Agent's Name:_____
Customer's Agent's Address:_____ Phone No.:_____ Fax No.:_____

Customer's Agents Address:

Indicate _____ Menu Selection			*Available to all ____Users		
_____*	1.	Bulletin boards and message	_____*	7.	Volumes/Storage/Temperature data
_____	2.	Request for New service or amendments	_____	8.	Capacity release program
_____	3.	Nominations	_____	9.	Customer Account Summary
_____	4.	Discounts requests	_____	10.	Customer Feedback
_____	5.	Contracts/Recall capacity	_____	11.	Authority to execute Contracts
_____*	6.	View tariff rates	_____	12.	PDA and Nominations Confirmation

Customer's authorized employee: Date: _____
Approved by: Date: _____
Date: _____

For Gas Control Department use only.
Approved by:_____Date:_____
Seller Code: _____ Mail ID (22 Characters maximum) _____

FOR MORE INFORMATION SERVICES DEPARTMENT USE ONLY:
USER ID_____ Date Assigned
Security approved by _____Date:_____
Data Communication approved by: _____ Date _____
Documentation approved by:_____ Date: _____

23. Reserved

24. Social Responsibility Cost (SRC) Rider

24.1 This Rider shall apply to and become a part of each of the Company's Rate Schedules for Firm Distribution Service.

24.2 Definitions

For purposes hereof:

24.2.1 **Qualifying Customers** – The total number of Retail Customers receiving Residential Service and receiving the Low Income Senior Citizen Discount in a particular month.

24.2.2 **Residential Customers** – The total number of Retail Customers receiving Residential Service in a particular month.

24.3 Upon approval of the Low Income Senior Citizen Discount application, qualifying Retail Customers will be eligible for a Low-Income Senior Discount. For those eligible customers, the Company shall provide a Low Income Senior Citizen Discount in the amount of $14, or the total amount of the Company's monthly charges, whichever is less. To qualify, the customer must be a Retail Customer receiving Residential Service who is 65 years of age or older with a total annual household income of 200% of the single person annual household income as published annually by the Department of Health and Human Services. The service must be in the customer's name and customer's primary residence must be the service address. The discount is limited to one meter and one address

For each Qualifying Customer, the Company shall recover an amount equal to the actual total amount of the Company's monthly charges or $14, whichever is less. In addition, the Company may recover the reasonable costs of audits performed to verify participation in the program. The amount to be recovered may be offset by supplemental funds as approved by the Commission from time to time. This net amount shall be recovered as a charge in addition to the charges for service to the remaining Retail Customers receiving Residential Service during the following month using the formula below. The SRC Rider shall be applicable to charges for Retail Customers receiving Residential Service but shall not be charged to persons receiving the Low Income Senior Citizen Discount.

By signing the Senior Citizen Discount Application, the customer self certifies, under penalty of perjury, that they meet eligibility requirements.

24. Social Responsibility Cost (SRC) Rider (continued)

A = Total Amount of the Discount + Audit Costs – Supplemental Funds

B = Residential Customers – Qualifying Customers

SRC Rider (following month) = (A + Previous Imbalance) / B

25. System Reinforcement Rider (SRR)

25.1 Applicability

The SRR charge will apply to all Rate Schedules of the Company that contain a separate charge based on Dedicated Design Day Capacity.

25.2 Purpose

The purpose of this Rider is for the Company to recover certain cost associated with system reinforcement and pressure improvement projects approved by the Commission to be included within the SRR.

25.3 Billing Rate

The SRR for each rate class shall be as follows:

R-1, G-10, AG-1 and S-51: $13.80 per customer annually ($1.15 per month)

G-11: $41.40 per customer annually ($3.45 per month); and

G12: $345.00 per customer annually ($28.75 per month).

26. Georgia Rate Adjustment Mechanism (GRAM)

26.1 Applicable

To all gas sold, distributed or transported under tariff services excluding SEED Contracts and special contracts.

26.2 Purpose

This Atlanta Gas Light Company Georgia Rate Adjustment Mechanism ("AGL GRAM") is designed to implement an annual earnings review and non-gas-cost revenue ("base rate revenue") adjustment (first authorized by the Georgia Public Service Commission in Docket 40828). If, through the implementation of the provisions of this mechanism, it is determined that rates should be decreased or increased, then rates will be adjusted accordingly in the manner set forth herein. The rate adjustments implemented under this mechanism will reflect changes in the Company's base rate revenues, cost of service, and rate base.

26.3 Definitions

A) **Annual Evaluation Date** shall be the date the Company will make its AGL GRAM Annual Rate Filing ("ARF"). The Annual Evaluation Date shall be no later than July 1 of each year, unless: (a) the Company files either a comprehensive rate case prior to May 1: or (b) the Company files a notice with the Commission of its intent to file a comprehensive rate case prior to the end of such calendar year. The annual filing under this mechanism shall be made in electronic form where practicable.

B) **Historic Test Year** is defined as the twelve-month period corresponding to the Forward Looking Test Year of the Company's most recent General Rate Case updated for actual results available at the time of filing and updated on a continuing basis through the Commission review process. The current Historic Test Year is the 12 months ending July of each year.

C) **Forward Looking Test Year** is defined as the twelve-month periodending December 31 of each year in which an Annual Evaluation Date occurs during the preceding 12-month period.

D) **Rate Effective Period** is defined as the twelve-month period in which base rates determined under this mechanism ("**Effective Rates**") shall be in effect. The first Rate Effective Period shall apply to bills rendered from January 1, 2020 to December 31, 2020 unless the beginning of the Rate Effective Period is delayed as provided in Section 26.8 below.

26. Georgia Rate Adjustment Mechanism (GRAM) (continued)

E) **Revenue True Up ("RTU") Date** shall be the date the Company will define an adjustment to effective rates to compensate for any over or under collection of base rate revenues during a Forward Looking Test Year. The RTU Date shall be no later than July 1 of each year. The True Up shall apply to bills rendered during the next Rate Effective Period pursuant to Section 26.6.

F) **Final Order** as referenced in this tariff shall initially be the final order issued in Docket Number 42315. In the event there is a subsequent comprehensive rate proceeding establishing new base rates for the Company in Georgia, then the final order of the Commission in such subsequent comprehensive rate proceeding shall be the **Final Order** for purposes of administering this mechanism.

G) **New Matters** as referenced in this tariff refers to new issues, adjustments or ratemaking topics that would affect the AGL GRAM ARF for which there is no prior determination regarding the Company by the Georgia Public Service Commission.

H) **Distribution Revenues** as referenced in this tariff refers to the following categories: R-1 Residential Delivery Service, G-10 Multi Family Housing Delivery Service, G-11 General Gas Delivery Service, G-12 General Gas Delivery Service – High Demand, AG-1 Agricultural Process Service, S-51 Seasonal Gas Service, PS Peaking Service, TS-1 General Gas Transportation Service, TS-2 Special Gas Transportation Service, MARTA & V-52 Natural Gas Vehicle Delivery Service, and Synergy Savings.

I) Miscellaneous Revenues as referenced in this tariff refers to all other jurisdictional revenues not specified as distribution revenues. Revenue categories that generally comprise miscellaneous revenues include the following: Franchise Recovery Rider Fees, Meter Reading, Reconnection Charges, Seasonal Reconnection Charges, Service Establishment (Turn-on) Charges, Meter Set Charges, Damage Billing, Liquefied Natural Gas Delivery to Tanker Service (LDTS), Switching Fee Revenues and Other Miscellaneous (Right of Way Fees, SEED, SEM-G/S Rev, Late Payment Charges, Lost and Unaccounted for Gas and Odorant Costs).

J) **Base Rate Revenues** as referenced in this tariff refers to total jurisdictional revenues which includes all revenue categories defined above as Distribution Revenues and Miscellaneous Revenues.

26.4 Quarterly Financial Filings

The Company shall file quarterly financial filings no later than fifty-two (52) days after the end of each calendar quarter. The quarterly financial filings shall

26. Georgia Rate Adjustment Mechanism (GRAM) (continued)

include the same schedules and workpapers, if applicable, as the annual filing and will be based on the most recent 12-month historical information, or in such alternative manner as subsequently agreed to by Staff and AGL. As part of each quarterly report, the Company shall provide capital budget information (in the same form as that provided in the Attachment B to the Company's most recently Stipulation approved GRAM filing. Capital budget data for the Forward Looking Test Year shall be provided with a detailed description of capital expenditure items. Data for the Historic Test Year shall provide a variance analysis by providing a schedule with columns for the Historic Test Year to include capital budget categories, the amount budgeted, actual capital budget spending, and a variance between actual spending and the projected budget. In the future, Staff and the Company may mutually agree in writing to modifications to the form and/or content of the quarterly financial filings without a subsequent order from the Commission, and such agreed to modifications, if any, will govern future quarterly financial filings thereafter. If Staff and the Company cannot agree on proposed modifications, the matter may be brought before the Commission for a decision.

26.5 AGL GRAM Annual Rate Filing ("ARF")

On the Annual Evaluation Date each year the Company shall file with the Commission schedules that reflect the actual annual amounts as reflected on the books and records of the Company for the Historic Test Year as well as the projected amounts expected during the Forward Looking Test Year. The GRAM ARF filing shall consist of the following:

1. Attachment-A includes the GRAM Rate Model, which provides a revenue requirement and rate calculation for the recovery of non-Peaking rate base and O&M. The GRAM model shall provide rate adjustments for the R-1, G-10, G-11/12, TS-1, TS-2, S-51, and AG-1 Classes with estimated revenues. Attachment-A is supported by additional attachments.
2. Attachment-B provides the proposed capital budget for the Rate Effective Period.
3. Attachment-C provides the Atlanta Gas Light Services Company capital budget for the Rate Effective Period.
4. Attachment-D includes the Peaking Service Rate Model, which provides a revenue requirement and rate calculation on the Peaking assets and O&M recovery. The Peaking Rate Model shall provide rate adjustment for the Peaking Rate with estimated revenues.
5. Other attachments as needed.

26.5.1 Contents of the GRAM Rate Model. The AGL GRAM ARF shall contain actual and projected data and be provided in the same form of the GRAM Rate Model filed as Attachment A to the Company's most recently approved GRAM filing, and shall include:

26. Georgia Rate Adjustment Mechanism (GRAM) (continued)

Schedule-1: Calculation of Revenue Deficiency

Schedule-2: Average Rate Base: with supporting workpapers

Schedule-3: Income Statement

Schedule-4: Operating Revenues: with supporting workpapers

Schedule-5: Operating Expense Summary: with supporting workpapers

Schedule-6: Depreciation Expense: with supporting workpapers

Schedule-7: Taxes and Other Income: with supporting workpapers

Schedule-8: Calculation of Federal and State Income Taxes

Schedule-9: Derivation of the Income Expansion Factor

Schedule-10: Capital Structure and Cost of Capital (Projected)

Schedule-11a: Calculation of Adjustment

Schedule-11b: Rate & Revenue Adjustment Calculation

Schedule-11c: Customer Charge & DDDC Rate Change Percentage

Schedule-11d: Class Revenue Contribution

Schedule-11e: Rate Change Impact

Schedule-11f: Summary of Present and Proposed Rates

Schedule-12: Over/Under Recovery of Rider Programs

In the future, Staff and the Company may mutually agree in writing to modifications to the form and/or content of the AGL GRAM ARFs without a subsequent order from the Commission, and such agreed to modifications, if any, will govern future AGL GRAM ARFs thereafter. If Staff and the Company cannot agree on modifications, then the matter shall be decided by the Commission.

26.5.2 GRAM Rate Model Revenue Requirements. Regarding data that demonstrates the Forward Looking Test Year base rate revenue requirements:

26. Georgia Rate Adjustment Mechanism (GRAM) (continued)

(a) Rate Base shall be calculated using actual net plant in service, construction work in progress, accumulated deferred income taxes, inventory, working capital, and other rate base components. Adjustments shall be reflected to incorporate forecasted capital expenditures, as well as other rate base adjustments to represent the balances during the Forward Looking Test Year. Adjustments shall also reflect the removal of all Plant and other ratemaking components related to ECON-1, Peaking Service Assets, and the System Reinforcement Rider ("SRR") assets. Cash Working Capital requirements will be reflected in a manner consistent with the Cash Working Capital requirements approved in the Final Order.

(b) Depreciation expenses shall reflect the depreciation rates most recently approved by the Commission in the Final Order.

(c) Actual Historic Test Year operating and maintenance costs (including but not limited to all payroll and compensation expense, all benefit expense, all pension expense, insurance costs, materials and supplies, bad debt costs, all medical expense, commitment and banking fees, transportation and building and lease costs) shall be adjusted to incorporate forecasted adjustments for each such operating and maintenance cost for the Forward Looking Test Year using adjustment factors that are calculated as approved by the Commission for: an Other Pension and Employee Benefits ("OPEB") and Pension Account Plan Adjustment Factor; a General Inflation Factor; a Medical Adjustment Factor; a Labor Adjustment Factor, and an outside services Safety and Compliance Adjustment Factor using the following methodologies.

(i) The Medical Pension, and OPEB Adjustments are provided in WP 5-3 of Attachment A, and will be calculated with the average of one year of actual costs (based on the Historic Test Year) and one year of projected costs (based on the Forward Looking Test Year ending December 31).

(ii) The Outside Services Safety and Compliance inflation factor will be calculated as shown in WP 5-4 of Attachment A, such that the adjustment factor will reflect the average of one year of actual costs (based on the historic test year) and one year of projected costs (based on the Forward Looking Test Year ending December 31).

(iii) The General Inflation factor will be calculated as shown on WP 5-5 of Attachment A, such that it is based on the average of the most recent five (5) annual changes (July to July) in the CPI index (based on CPI Urban Consumer – All Items (index 1982-84=100, SA) South Urban

26. Georgia Rate Adjustment Mechanism (GRAM) (continued)

or such other index as Staff and AGL may agree to hereafter).

(iv) The Labor Adjustment Factor shall be calculated as shown in WP 5-5 of Attachment-A and will be based on the budgeted payroll amount for the Forward Looking Test Year ended December 31.

(d) The Historic Test Year data shall include actual income taxes and taxes other than income taxes, and the Forward Looking Test Year data shall include adjustments to the Historic Test Year tax data to reflect the expected taxes for the Forward Looking Test Year.

(e) The Historic Test Year data shall include actual base rate revenues by billing component, and the Forward Looking Test Year data shall reflect adjustments to forecast base rate revenue billing determinants based on the base rate revenue forecasting methodologies that were used in the most recent Capacity Supply Plan for projecting the number of billing units.

(f) The Historic Test Year data shall include actual cost of debt and the capital structure approved in the Final Order. The schedules for the Forward Looking Test Year shall reflect and be based upon the capital structure approved in the Final Order and the actual cost of debt as of June 30.

(g) All schedules filed pursuant to this mechanism shall reflect applicable accounting and pro forma adjustments as established in the Final Order as well as other adjustments required to account properly for atypical, unusual, or nonrecurring events.

(h) Adjustment methodologies shall be consistent with those in the Final Order.

(i) As reflected in WP 5-6, the AGL GRAM ARFs shall include a Cost Stabilization Mechanism to net the differences in the amounts forecasted and amounts collected in Medical costs, Pension costs, OPEB costs, and Safety and Compliance costs. The difference between the sum of these categories that were included in the rate calculation and the sum of the actual costs incurred for these categories shall then be reflected (positive or negative) in the following year's cost of service for GRAM rates as shown on WP 5-1.

26. Georgia Rate Adjustment Mechanism (GRAM) (continued)

26.5.3 Calculation of Adjustments to Rates for the Forward Looking Test Year.

The AGL GRAM ARF shall include additional schedules indicating the following revenue deficiency/sufficiency calculations using the methodology

26. Georgia Rate Adjustment Mechanism (GRAM) (continued)

accepted in the Final Order. These schedules shall identify the base rate adjustments, if any that are necessary for the Forward Looking Test Year. If adjustments are required as set forth below, the resulting Effective Rates shall also be included with the filed schedules.

(a) An earnings band is established and is defined as the range between two tenths of one percent (0.2%) above and two-tenths of one percent (0.2%) below the ROE established in the Final Order. As an illustration, the ROE established in Docket 42315 was 10.25%; the earnings band range for the ROE established in Docket No. 42315 is thus 10.05% to 10.45%.

(b) If the Company's earnings during the Forward Looking Test Year (excluding the RTU as provided for in Section 26.6, if any) are projected to exceed the upper end of the earnings band, the AGL GRAM ARF shall include an adjustment to base rates calculated to lower the base rate revenue to achieve the specified mid-point of the earnings band.

(c) If the Company's earnings during the Forward Looking Test Year (excluding the RTU as provided for in Section 26.6, if any) are projected to be below the lower end of the earnings band, the AGL GRAM ARF shall include an adjustment to base rates calculated to increase the revenue in order to collect the additional base rate revenue required to achieve the specified mid-point of the earnings band.

(d) If the ROE is calculated to fall within the earnings band, no adjustment to base rates will occur.

26.5.4 Peaking Service Rate Model. Contents of the Peaking Service Rate Model is for the calculation of a Peaking Service revenue requirement and the Peaking Service rate for the recovery of Peaking Service Assets related to the Peaking Service tariff 3.1(a) for the Atlanta and Macon Pool Groups. The AGL Peaking Service Rate Model shall be in the form and contain actual data filed as Attachment D, and shall include:

1. Contents
2. Rate Adjustment Worksheet
3. Schedule-2: GRAM Schedule-2
4. Schedule-9: GRAM Schedule-9
5. Schedule-10: GRAM Schedule-10
6. WP 2-1: WP 2-1 Plant Associated with Peaking Service Assets
7. WP 2-2: Accumulated Depreciation (Reserves) Associated with Peaking Service Assets
8. WP 4-2: Projected DDDC Associated with Peaking Service (Formerly WP 4-6), GRAM WP 4-2
9. WP 5 O&M Budget: O&M Associated with Peaking Service Assets

26. Georgia Rate Adjustment Mechanism (GRAM) (continued)

10. Schedule-6 Depreciation: Provides support for the Peaking Service Rate Calc Worksheet
11. WP 7 Other Taxes: GRAM WP 7
12. Peaking %: Peaking % Calculations for WP 2-1 and WP 2-2
13. Property Tax & ADIT Factor: Associated with Peaking Service Assets

26.5.5 Proof of Revenues and Rate Design

The AGL GRAM ARF shall include a schedule demonstrating the "proof of revenues" relied upon to calculate the proposed Effective Rates for the Forward Looking Test Year. The proof of revenues will be provided in GRAM schedules workpaper 4. The proposed base rate adjustment (if any) will be spread to each customer class's tariff customer charge and distribution charge (excluding SEED contracts and special contracts) in proportion to the relative base rate revenue share as approved in the Final Order. The proposed new Effective Rates shall be effective on bills rendered from January 1 to December 31 (the "Rate Effective Period") unless the beginning of the Rate Effective Period is delayed as provided in Section 26.8 below.

26.6 Calculation of the RTU

During the Rate Effective Period, generally January through December of the following year, the Company shall track actual base rate revenues (distribution revenues and miscellaneous revenues.) Projected base revenues will be consistent with the categories and amounts as provided for in the GRAM ARG proof of revenues. By March 1st following each Rate Effective Period, the Company shall file with the Commission a RTU Filing consisting of schedules that compare:
(a) the preceding Forward Looking Test Year base rate revenue projections whose rates were in effect during the Rate Effective Period with (b) actual base rate revenues related to amounts billed during the Rate Effective Period for services that have been provided. These schedules shall exclude SEED Contract, special contracts, and revenues from authorized riders. If such actual base rate revenues (excluding the RTU as provided for in this Section 26.6, if any) during the preceding Rate Effective Period exceeded the base rate revenue projections for the Forward Looking Test Year, the RTU Filing shall include an adjustment calculated to lower base rates over a 12-month period by the amount that such actual base rate revenues exceeded projections. If the Company's actual base rate revenues (excluding the RTU as provided for in this Section 26.6, if any) during the preceding Rate Effective Period were below the base rate revenue projections for the Forward Looking Test Year, the RTU Filing shall include an adjustment calculated to increase base rates over a 12-

26. Georgia Rate Adjustment Mechanism (GRAM) (continued)

month period by the amount that such projected base rate revenues exceeded actual base rate revenues. The approved RTU adjustment shall be included in the annual GRAM filing as a line item in Schedule 11 to arrive as the total Adjusted Revenue Adjustment.

The RTU adjustment, which relates to amounts billed during the Rate Model Rate Effective Period for services that had been previously provided, will be spread to each customer class's tariff Customer Charge and DDDC Charge in proportion to the relative base rate revenue. The RTU adjustment also applies to the Peaking Service Rate Model Rate Effective Period for revenues collected under the Peaking Service Rate. The RTU adjustment is the combination of the GRAM Rate Model revenues and Peaking Service Rate Model revenues as approved in the Final Order on each bill rendered during the Rate Effective Period of the following year. The GRAM Model revenues and Peaking Service Rate Model revenues approved in a Rate Effective Period, in total, are the tracking revenues. The Company's RTU Filing will include to support Staff's filing of a Statement of Confirmation letter showing agreement with any final RTU adjustment. The Statement of Confirmation shall be filed no later than June 1st, and it shall include the following:

(a) The total of actual monthly GRAM Model base rate revenues and Peaking Service Rate Model revenues collected;

(b) The total of projected GRAM Model base rate revenues and Peaking Service Rate Model revenues; and

(c) The variance between the total actual and GRAM Model revenues and Peaking Service Rate Model revenues and the total projected GRAM Model base rate revenues and Peaking Service Rate Model revenues.

By May 15th, if the Staff and AGL can't agree to a final RTU dollar amount, this item shall go before the Commission for consideration by the first Administrative Session in June.

26.7 Attestation

A sworn statement shall be filed by a Company officer responsible for Georgia Operations affirming that the filed schedules are in compliance with the provisions of this mechanism and are true and correct to the best of his/her knowledge, information and belief. No testimony in addition to such attestation in support of the proposed adjustments shall be necessary at the time of the initial filing.

26. Georgia Rate Adjustment Mechanism (GRAM) (continued)

26.8 Evaluation Procedures

Because the GRAM as approved by the Commission allows only 180 days for the Staff to review the AGL GRAM ARF, submit a recommendation to the Commission, and for the Commission to issue an order on Staff's recommendation, the Company will endeavor to include within each AGL GRAM ARF all of the information described in this tariff provision. Within 30 days following the filing of an AGL GRAM ARF, if the Staff determines that the AGL GRAM ARF is not complete (as described in this Tariff), Staff may petition the Commission for the 180-day clock to stop until the Company provides any missing or deficient information. If no such petition is filed by Staff within the first 30 days following the AGL GRAM ARF, the AGL GRAM ARF will be deemed to be complete.

If the Commission agrees with Staff's position that an AGL GRAM ARF is deficient or incomplete, the 180-day clock will be deemed to have stopped on the date that the petition is filed by Staff. The 180-day clock will begin to run again as soon as the missing information is provided or the deficiency is otherwise corrected. If the Staff issues data requests, the Company will file responses within 15 days. If the responses to the data requests are considered non-responsive by Staff, the Staff may petition for the Commission to stop the 180-day clock until responsive responses are received. If the Commission agrees with Staff's position that the data request responses are nonresponsive, the 180-day clock will be deemed to have stopped on the date that the petition is filed by Staff. The 180-day clock will begin to run again as soon as adequate responses are provided by the Company or the deficiency is otherwise corrected. In the event that the 180-day clock is stopped for any reason, and it shortened the Rate Effective Period, the start of the Rate Effective Period for the period in which the 180-day clock was stopped will be delayed and the Rate Effective Period will be shortened accordingly, if necessary. Unless the Company and Staff agree otherwise, the rates applied to a shortened Rate Effective Period will be adjusted so that the full year's revenue requirement will be recovered during the shortened Rate Effective Period. In any event, a shortened Rate Effective Period will end at the end of December, and the next AGL GRAM ARF shall be made on or before July 1st so that the regular schedule as set forth herein will resume.

If the operation of the GRAM annual filing results in an adjustment to the Company's base rates as provided herein, Staff shall present a recommendation on the resulting rate adjustment before the Commission by December 31st regarding any adjustment of base rates that will go into effect on January 1st.

In the event that the Staff or its representatives must incur travel expenses to the Company's offices in the course of auditing the Company's books and records to verify the quarterly financial reports, the AGL GRAM ARF, or any financial data

26. Georgia Rate Adjustment Mechanism (GRAM) (continued)

provided in support of the requested adjustments, the Company shall reimburse such reasonable expenses and promptly recover the full amount of all such cost paid.

Notwithstanding the operation of this tariff provision, the Company may file a new rate case, and Staff may institute a rule nisi at any time. The Company shall cover the costs of consulting fees reasonably incurred by Staff if the Company initiates a rate case, or if Staff initiates a rule nisi, or if Staff retains consultant(s) for the GRAM review process; O.C.G.A. § 46-2-33 (as such provision of law is currently codified or as such provision may be hereinafter modified, amended, restated or re-codified) shall apply to cost incurred by the Georgia Public Service Commission to obtain reasonably necessary specialized testimony and assistance and charged to the Company as necessary costs of providing service, and the Company may promptly recover the full amount of all such costs paid by the Company.

27. Economic Development (ECON-1)

1. Purpose

The Economic Development Tariff, or ECON-1, is designed to offer funding to qualified Applicants who are new or existing Firm customers, or a third party that applies on behalf of a new or existing Firm customer, that seek line-extension projects or pressure improvement for natural gas service.

2. Availability

A qualifying Applicant for an ECON-1 Project who is a new or existing Firm natural gas customer, or a third party that applies on behalf of a new or existing Firm customer, that will provide a signed commitment to utilize or increase Firm Commercial natural gas load that will provide the minimum Economic Development Benefit requirements provided in Section 3 to existing Firm customers and the State of Georgia in a manner that increases system utilization; be an existing customer that materially expands its use of natural gas; or, be a new or existing customer that provides minimum Economic Development Benefits requirement within the State of Georgia and that increases system utilization. As projects are identified that meet the minimum economic development benefit requirements for each customer class, AGL may file the projects with the Commission for review.

3. ECON-1 Project Minimum Economic Development Benefit Requirements:

A. R-1 Capital Projects

i. Capital investment, other than by the Company, in excess of $500,000 in new facilities or expansion of existing facilities; and
ii. The new facilities must add no less than 50 meters to AGL's distribution system; and
iii. Add Firm gas load in excess of 10 dekatherms a year.

B. G-10 Capital Projects

i. Capital investment, other than by the Company, in excess of $1 million in new facilities or expansion of existing facilities with a purchase of new equipment; and
ii. The new facilities must add no less than 100 billing units to AGL's distribution system; and
iii. Add Firm gas load in excess of 10 dekatherms a year.

27. Economic Development (ECON-1) (continued)

C. G-11 and G12 Capital Projects

i. Capital investment, other than by the Company, in excess of $1 million in new facilities or expansion of existing facilities with a purchase of new equipment; and
ii. Add a net of at least 10 new jobs within six months of taking gas service; and
iii. Subject to the circumstances at the time of the application, reasonably anticipates an increased tax base by at least $20,000 per year; and
iv. Add connected load on a Firm basis of 10 dekatherms a year.

D. AG-1 or Other Agricultural Purposes Capital Projects

Agricultural Purposes, which is defined as the following activities:

(a) Raising, growing, harvesting, or storing of crops, including, but not limited to, soil preparation and crop production services such as plowing, fertilizing, seed bed preparation, planting, cultivating, and crop protecting services;

(b) Feeding, breeding, or managing livestock, equine, or poultry;

(c) Producing or storing feed for use in the production of livestock, including, but not limited to, cattle, calves, swine, hogs, goats, sheep, equine, and rabbits, or for use in the production of poultry, including, but not limited to, chickens, hens, ratites, and turkeys;

(d) Producing plants, trees, fowl, equine, or other animals;

(e) Producing aquacultural, horticultural, viticultural, silvicultural, grass sod, dairy, livestock, poultry, egg, and apiarian products;

(f) Processing poultry;

(g) Post-harvest services on crops with the intent of preparing them for market or further processing, including but not limited to crop cleaning, drying, shelling, fumigating, curing, sorting, grading, packing, ginning, canning, pickling, and cooling;

27. Economic Development (ECON-1) (continued)

(h) Slaughtering poultry and other animals; and

(i) Manufacturing dairy products.

(i) Capital investment, other than by the Company, in new facilities; or
(ii) Expansion of existing facilities; and
(iii) The purchase of new natural gas equipment; and
(iv) Add Firm gas load in excess of 10 dekatherms a year.

E. The Company may originate projects or execute contracts between the Company and an Applicant for projects to be placed into service. The review of Applicant's qualifications is at the sole discretion of AGL based on system needs and the qualifications listed above. At the discretion of the Commission, it may consider additional projects that do not meet the above requirements.

4. Qualification

The Company shall include the following information with any ECON-1 project proposal:

(a) A detailed description of the project to include the county name, size and type of pipe, estimated cost, estimated number of jobs created, and estimated dekatherms of new gas load added.

(b) An affirmative statement by the Company that the project complies with the ECON-1 tariff requirements and an identification of the applicable ECON-1 Tariff Section 3(A), 3(B), 3(C), or 3(D);

(c) A detailed estimated cost of the project in Excel; and

(d) A map of the proposed project.

5. ECON-1 Recovery Rider

The Commission shall set a rate for the ECON-1 Rider that will ensure the recovery of the ECON-1 revenue requirements and shall be designed to minimize under-recovery or over-recovery of the Company's actual revenue requirement for approved ECON-1 projects. New commitments to fund ECON-1 projects shall not exceed more than $25 million per calendar year, unless authorized by the Commission. Because there are times when funds may be deployed for a single ECON-1 Project during two or more years, this

27. Economic Development (ECON-1) (continued)

ECON-1 funding limit shall apply to funds committed to such projects within a single year, rather than to funding provided within a single year, unless otherwise authorized by the Commission. (For purposes of illustration, and not a limitation, if AGL were to commit $25 million in the current calendar year but spend $20 million in the current calendar year and the remaining $5 million in the following calendar year, AGL may still commit an additional $25 million to fund an ECON-1 Project in the following calendar year. Again, the $25 million limit applies to funding committed to ECON-1 Projects in a given calendar year, not to the amount of committed funds that are actually expended in a specific calendar year.)

A. Annually on October 1st, AGL shall file a petition with the Commission to support an adjustment of the ECON-1 Rider rate to become effective the following January 1st. Such filing for an adjustment to the ECON-1 Rider rate shall include, but not be limited to, a detailed analysis of the forecasted revenue requirement as determined using the criteria in this Section, as well as the cumulative balance of any over- or under-recoveries from prior ECON-1 Rider rate effective periods. Staff shall provide the Commission with any recommendations regarding the proposed ECON-1 rider rate adjustment so that the Commission may consider an adjustment to the ECON-1 Rider rate to be effective January 1st.

B. During the year, if the Commission determines that the ECON-1 Rider rate is not sufficient to recover the ECON-1 revenue requirements, the Commission may authorize an adjustment after considering recommendations from Staff and AGL.

C. AGL shall recover revenue requirements associated with prudently incurred costs of approved ECON-1 Projects. ECON-1 Projects previously authorized by the Commission and reflected in AGL's existing rates ("Base Rates" as used herein) as of the effective date of this Tariff provision shall not be included in the ECON-1 Rider rate. Revenue requirements for ECON-1 Projects that are not include within Base Rates (that is, new ECON-1 projects that are incremental to the older ECON-1 Projects which have been included within Base Rate calculations; the new projects being referred to as "Incremental ECON-1 Projects" as used herein) shall be recovered through an ECON-1 Rider. Any revenue requirements recovered through the ECON-1 Rider shall not be included within another rate (such as Base Rate established through GRAM or Base Rates approved in a general rate case). Revenue requirements for Incremental ECON-1 Rider projects to be recovered through the ECON-1 Rider shall be calculated as follows:

27. Economic Development (ECON-1) (continued)

i. Return on Capital * [(ECON-1 Rider Rate Base plus Plant Additions & Improvements) – (Associated Accumulated Depreciation and less associated accumulated deferred income taxes)] = revenue required for the return on capital.

ii. ECON-1 Rider Rate Base shall mean the beginning balance of the capital accounts for Incremental ECON-1 Projects.

iii. Plant Additions & Improvements shall mean all capital additions in the Cost Year as recorded in the applicable gas plant in service accounts associated with approved Incremental ECON-1 Projects.

iv. Accumulated Depreciation shall mean the beginning balance of Accumulated Depreciation Expense associated with approved Incremental ECON-1 Projects, if any, plus current Depreciation Expense associated with such Incremental ECON-1 Projects (tracked monthly).

v. Accumulated Deferred Income Taxes shall mean the beginning balance of Deferred Income Taxes associated with approved Incremental ECON-1 Projects for the recovery period, if any, for the cost year plus the difference between (Tax Depreciation Monthly – Book Depreciation monthly associated with approved Incremental ECON-1 Projects) x Composite Income Tax Rate (current Commission approved income tax rate) (tracked monthly).

vi. Return on Capital shall be the applicable overall rate of return (including equity and debt components at the Commission-approved capital structure) for the rate effective period set by the Commission in the Company's most recent ratemaking proceeding, including either a traditional rate case or an alternative form of regulation proceeding.

D. The Company shall be allowed to recover depreciation expense on ECON-1 assets calculated at the latest Commission-approved rate for the Company's like items of plant calculated on the property additions and improvements.

E. Costs related to the construction of ECON-1 assets shall be capitalized and will accrue in the form of AFUDC from the point that costs are incurred for accounting purposes until such ECON-1 assets are placed in service and depreciation begins.

F. The capital costs described above shall apply to only those costs properly capitalized in the plant accounts as determined by the

27. Economic Development (ECON-1) (continued)

Commission's Rule 515-3-1-.10 Accounting Requirements (i.e., FERC USOA 18 C.F.R. 511 *et seq*.)

G. The cumulative unrecovered balance of each element of the ECON-1 revenue requirement less cumulative collections shall accrue carrying costs at the above-described cost of capital. Likewise, an over-recovery shall accrue carrying costs at the above-described cost of capital to the benefit of customers.

H. The income deficiency (or surplus) for each element of the ECON-1 revenue requirement, if computed on an after-tax basis, shall be adjusted for the effect of federal and state income taxes in the expansion factor. No other expenses are to be included in the computation of the expansion factor. The results of this calculation shall be the amount of the surcharge, whether positive or negative.

6. ECON-1 Rider Billing Rate

The ECON-1 Rider rate recovery for each rate class shall be as follows:

R-1, G-10, AG-1 and S-51 Customers shall be charged $0.48 annually ($0.04 per month).

G-11 Customers shall be charged $1.44 annually ($0.12 per month).

G-12 Customers shall be charged $12.00 annually ($1.00 per month).

7. ECON-1 Quarterly Reporting

Forty-five (45) days after the end of each quarter, AGL shall file with the Commission an ECON-1 quarterly report for all approved ECON-1 projects. The quarterly report will include the following reporting as an electronic Excel spreadsheet with the following worksheets:

a. Capital Budget Reporting: The comprehensive capital budget reporting shall be for all Commission approved projects;

b. Project Costing Ledger: The project costing ledger shall include all the details for the ongoing projects; and

c. ECON-1 Rider Rate Model: An updated comprehensive rate model through the current quarter shall be provided.

28. Department of Transportation (DOT) Project Rider

1. Purpose

The Department of Transportation Project Rider, or DOT Project Rider, is designed to provide recovery of actual capital costs incurred in relation to relocation of AGL facilities due to roadway projects. AGL is required to relocate Company facilities located in road rights-of-way when the state, county, or municipal entity makes significant changes to their roadways (e.g., road widenings, intersection improvements, etc.). These relocations include costs incurred for both removing and retiring the existing facility and costs incurred to install the new facility. This is an ongoing requirement.

2. Availability

By September 1st of each calendar year, the Company shall file DOT project proposed budget for the following calendar year. The filing will consist of the following:

A. A pleading discussing the purpose of the filing.
B. A proposed DOT Project Rider rate for the following year.
C. A map showing locations of likely DOT related projects.
D. A list of known or ongoing DOT related projects.
E. As an electronic Excel spreadsheet, a proposed capital budget for the following calendar year that will include Allowance for Funds Used During Construction (“AFUDC”) and Overheads.
F. An updated electronic Excel spreadsheet DOT Project Rider recovery model.

3. DOT Project Rider Recovery

A. Based on a Commission approved DOT Project Rider capital budget, the Commission shall set a rate for the DOT Project Rider that will ensure the recovery of the DOT Project Rider revenue requirements and shall be designed to minimize under-recovery or over-recovery of the Company’s actual DOT project revenue requirement.

B. The DOT Project Rider review period shall be from September 1st to December 31st. The Rate Effective Period for the DOT Project Rider rate shall be January 1st through December 31st. Any rate adjustment shall be effective January 1st.

C. Annually on September 1st, AGL shall file a petition with the Commission to support an adjustment of the DOT Project Rider rate to become effective the following January 1st. Such filing for an adjustment to the DOT Project Rider rate shall include, but not be limited to, a detailed analysis of the requested DOT Project capital budget, an analysis of the forecasted revenue requirement as determined using the criteria in this Section, as well as the cumulative balance

28. Department of Transportation (DOT) Project Rider (cont'd)

of any over- or under-recoveries from prior DOT Project Rider rate effective periods.

D. The Commission shall review AGL's petition, and it may approve, deny, or modify AGL's request. The Staff shall provide the Commission with any recommendations regarding the proposed DOT Project Rider rate adjustment so that the Commission may consider the DOT Project capital budget and an adjustment to the DOT Project Rider rate. The Commission shall make a determination on AGL's request by December 31st. Any adjustment to the DOT Project rate shall be effective January 1st.

E. During the year, if the Commission determines that the DOT Project Rider rate is not sufficient to recover the DOT Project Rider revenue requirements, the Commission may authorize an adjustment after considering recommendations from the Staff and AGL.

F. AGL shall recover revenue requirements associated with reasonable and prudently incurred actual costs of completed DOT projects. DOT Project Rider projects reflected in AGL's existing rates ("Base Rates" as used herein) as of the effective date of this Tariff provision shall not be included in the DOT Project Rider rate. Revenue requirements for DOT projects that are not included within Base Rates shall be recovered through a DOT Project Rider.

Revenue requirements for Incremental DOT Project Rider projects to be recovered through the DOT Project Rider shall be calculated as follows:

i. Return on Capital * [(DOT Project Rider Rate Base plus Plant Additions & Improvements) - (Associated Accumulated Depreciation

ii. and less associated accumulated deferred income taxes)] = revenue required for the return on capital.

iii. DOT Project Rider Rate Base shall mean the beginning balance of the capital accounts for Incremental DOT Projects.

iv. Plant Additions & Improvements shall mean all capital additions in the Cost Year as recorded in the applicable gas plant in service accounts associated with approved Incremental DOT Projects.

v. Accumulated Depreciation shall mean the beginning balance of Accumulated Depreciation Expense associated with approved Incremental DOT Projects, if any, plus current Depreciation Expense associated with such Incremental DOT Projects. (Tracked Monthly)

28. Department of Transportation (DOT) Project Rider (cont'd)

vi. Accumulated Deferred Income Taxes shall mean the beginning balance of Deferred Income Taxes associated with approved Incremental DOT Projects for the recovery period, if any, for the cost year plus the difference between (Tax Depreciation Monthly – Book Depreciation monthly associated with approved Incremental DOT Projects) x Composite Income Tax Rate (current Commission approved income tax rate) (Tracked Monthly).

vii. Return on capital shall be the applicable overall rate of return (including equity and debt components at the Commission-approved capital structure) for the rate effective period set by the Commission in the Company's most recent ratemaking proceeding, including either a traditional rate case or an alternative form of regulation proceeding.

G. The Company shall be allowed to recover depreciation expense on DOT Project assets calculated at the latest Commission-approved rate for the Company's like items of plant calculated on the property additions and improvements.

H. Costs related to the construction of DOT Project Rider assets shall be capitalized and will accrue in the form of AFUDC from the point that costs are incurred for accounting purposes until such DOT Project Rider asset is placed in service and depreciation begins.

I. The capital costs described above shall apply to only those costs properly capitalized in the plant accounts as determined by the Commission's Rule 515 3 1 .10 Accounting Requirements (i.e., FERC USOA 18 C.F.R. 511 et seq.)

J. The cumulative unrecovered balance of each element of the DOT Project Rider revenue requirement less cumulative collections shall accrue carrying costs at the above-described cost of capital. Likewise, an over-recovery shall accrue carrying costs at the above-described cost of capital to the benefit of customers.

K. The income deficiency (or surplus) for each element of the DOT Project Rider revenue requirement, if computed on an after-tax basis, shall be adjusted for the effect of federal and state income taxes in the expansion factor. No other expenses are to be included in the computation of the expansion factor. The results of this calculation shall be the amount of the surcharge, whether positive or negative.

28. Department of Transportation (DOT) Project Rider (cont'd)

4. DOT Project Rider Billing Rate

The DOT Project Rider rate recovery for each rate class shall be as follows:

R-1, G-10, AG-1 and S-51 Customers shall be charged $6.84 annually ($0.57 per month).

G-11 Customers shall be charged $20.52 annually ($1.71 per month).

G-12 Customers shall be charged $171.00 annually ($14.25 per month).

5. DOT Project Rider Quarterly Reporting

Forty-five (45) days after the end of each quarter, AGL shall file with the Commission a DOT Project Rider quarterly report for approved DOT capital budgets. The quarterly report will include the following reporting as an electronic Excel spreadsheet with the following worksheets.

(a) DOT Project Rider Capital Budget Reporting: The comprehensive capital budget reporting shall be for Commission approved capital budgets.

(b) DOT Project Costing Ledger: The project costing ledger shall include all the details for the ongoing project activities.

(c) DOT Project Rider Rate Model: An updated comprehensive rate model through the current quarter shall be provided.

ATLANTA GAS LIGHT COMPANY

PART II

RATE SCHEDULES

	Summary Rate Sheet
R-1	Residential Delivery Service
G-10	Multi-Family Housing Delivery Service – Optional
G-11	General Gas Delivery Service
G-12	General Gas Delivery Service – High Demand
AG-1	Agricultural Process Service
S-51	Seasonal Gas Service
V-52	Natural Gas Vehicle Delivery Service
BPPSS	Bundled Pipeline Peaking Sales Service
FD	Firm Delivery Service
FINSS	Firm and Interruptible Nominated Sales Service
ID	Interruptible Delivery Service
PS	Peaking Service
A-1	Georgia SEED Program
TS-1	General Gas Transportation Service
TS-2	Special Gas Transportation Service
CNG-1	Special Natural Gas Vehicle Delivery Service

Summary Rate Sheet

Residential Delivery Service (R-1)	Rate
Annual Customer Charge (per customer):	$340.92
Dedicated Design Day Annual Capacity Charge (per Dth):	$124.20
Annual Peaking Service Charge (if applicable, see below):	
Annual Meter Reading Charge:	$8.52
Synergy Credit Per Month	--
Low Income Senior Citizen Discount Per Month	($14.00)

Multi-Family Housing Delivery Service – Optional (G-10)	Rate
Annual Customer Charge (per customer and for each additional unit):	$309.12
Dedicated Design Day Annual Capacity Charge (per Dth):	$93.36
Annual Peaking Service Charge (if applicable, see below):	
Annual Meter Reading Charge:	$8.52
Synergy Credit Per Month	--

General Gas Delivery Service (G-11)	Rate
Annual Customer Charge	
Design Day < 2.5 Dth (per customer):	$578.88
Design Day >_ 2.5 Dth and < 7 Dth (per customer):	$942.24
Design Day >_ 7 Dth and < 20 Dth (per customer):	$1,028.88
Design Day >_ 20 Dth and < 200 Dth (per customer):	$1,720.20
Design Day >_ 200 Dth and < 500 Dth (per customer):	$5,177.28
Design Day >_ 500 Dth and < 3,000 Dth (per customer):	$8,634.36
Dedicated Design Day Annual Capacity Charge (per Dth):	$154.68
Annual Peaking Service Charge (if applicable, see below):	
Annual Meter Reading Charge:	$8.52
Synergy Credit Per Month	--

General Gas Delivery Service – High Demand (G-12)	Rate
Annual Customer Charge:	$17,236.08
Dedicated Design Day Annual Capacity Charge (per Dth):	$154.68
Annual Peaking Service Charge (if applicable, see below):	
Annual Meter Reading Charge:	$8.52
Synergy Credit Per Month	--

Summary Rate Sheet (continued)

Agricultural Process Service (AG-1)	Rate
Monthly Customer Charge:	$64.80
Summer Volumetric Charge (May-October)	
For all Dekatherms used per month (per Dth):	$1.40
Winter Volumetric Charge (November-April)	
For all Dekatherms used per month (per Dth):	$3.16
Synergy Credit Per Month	--

Seasonal Gas Service (S-51)	Rate
Monthly Customer Charge:	$57.37
Volumetric Charge For all Dekatherms used per month:	$2.09
Minimum Bill for the period of March – November exclusive of gas charges:	$150.00
Synergy Credit Per Month	--

Peaking Service (PS, Atlanta and Macon Pool Groups Only)	Rate
Annual Reservation Charge (per Dth):	$23.64
Fuel Surcharge for Liquefaction	13.65%
Fuel Surcharge for Vaporization	1.54%

Firm Delivery Service (FD)

Subject to the above rates based on Retail Customers served, excluding the Annual Meter Reading Charge. Marketers may elect meter reading services at an annual rate of $8.52 per Customer.

Notes:

1) Except for the Residential Dedicated Design Day Annual Capacity Charge, the Customer shall pay 1/12 of annual charges per month. The Residential Customer shall pay the Dedicated Design Day Annual Capacity Charge in accordance with Section 2 of the Residential Delivery Service Rate Schedule.

Summary Rate Sheet (continued)

Rate Schedule BPPSS – Bundled Pipeline Peaking Sales Service

The Peaking Gas delivered shall be based on the remaining Peaking Supply (subject to the availability of the individual assets designated to provide Bundled Pipeline Peaking Sales Service) as shown by the records of the Company, in accordance with the Company's most recently approved Capacity Supply Plan.

Rate Schedule FINSS – Firm and Interruptible Nominated Sales Service

Daily Call – The Company shall endeavor to withdraw and deliver on any Day each Marketer's nominations for such Day based on each Marketer's current remaining Gas Availability Volume as shown by the records of the Company, in accordance with the Company's most recently approved Capacity Supply Plan.

General Transportation Service (TS-1)

1. Application Fee
   a. Negotiated Transportation Service Contract $2,500.00

2. Monthly Customer Charge – A charge assessed during the applicable Month and shall be based upon the estimated maximum daily volumes of Gas transported as specified in the Transportation Service Agreement, and in subsequent occurring in the current month or the prior eleven months as follows:

Maximum Daily Use	Monthly Charge
Under 1,000 Dekatherms	$750.60
1,000 to 5,000 Dekatherms	$1,501.23
5,001 to 10,000 Dekatherms	$2,285.41
Above 10,000 Dekatherms	$3,809.05

3. Transportation Rate:

   (a) Sale for Resale at Transportation Service Receipt Point:
   (i) $0.17 / Dekatherm

   (b) Transportation to a Transportation Service Delivery Point:
   (i) $0.36 / Dekatherm

Special Transportation Service (TS-2)

1. Application Fee
   a. Negotiated Transportation Service Contract: $2,500.00

2. Monthly Customer Charge – A charge assessed during the applicable Month and shall be calculated as 0.35% of the Company's gross investment in new facilities to provide the Transportation Services as specified in the Transportation Service Agreement.

Transportation Service Contracts which contain service under both TS-1 and TS-2 and which are negotiated simultaneously shall only be required to make a single Application Fee payment.

Residential Delivery Service — Rate R-1

1. Availability

   To any Firm Retail Customer for Residential Service at a Residence consisting of four or fewer dwelling units.

2. Rate

   The rate shall consist of an Annual Customer Charge, Dedicated Design Day Annual Capacity Charge, Annual Peaking Service Charge and Annual Meter Reading Charge as set forth more fully in the Summary Rate Sheet in effect from time to time. Except for the Dedicated Design Day Annual Capacity Charge, the Customer shall pay 1/12 of the annual charges per month. For bills rendered on and after February 1, 2001, except as provided in Section 8 below, the Dedicated Design Day Annual Capacity Charge shall be billed in accordance with the following schedule:

Month	Percentage
January	18%
February	19%
March	15%
April	8%
May	4%
June	3%
July	3%
August	3%
September	3%
October	3%
November	7%
December	14%

3. Multiple Billing

   When the Company provides Residential Service through a single meter installation for two, three or four apartments in a single building or to a number of separate dwelling houses under common ownership on the same Premises, the Annual Customer Charge shall be multiplied by the number of individual dwelling units, and 1/12 of such product shall be paid each month. Residential and non-residential service installed on January 1, 2020 or later shall not be combined in a single meter installation.

4. Minimum Monthly Bill

   The minimum monthly bill shall be the sum of the monthly portion for the following charges: Annual Customer Charge, Dedicated Design Day Annual Capacity Charge, Annual Peaking Service Charge and Annual Meter Reading Charge, plus taxes.

5. Unmetered Gas Light Service

   Where an unmetered gas light is at a Premise the Design Day Capacity will be increased by the average daily use of such light.

Residential Delivery Service (continued) **Rate R-1**

6. Straight Fixed-Variable Sculpting Adjustment

   All rates contained within this rate schedule are annual rates designed to comply with Straight Fixed-Variable rate design methodologies required by state law. Consistent with Straight Fixed-Variable rate design, the Company recognizes the revenues from the collection of these annual rates on a uniform monthly basis. As set forth in Section 2 above, the Company has "sculpted" the annual Dedicated Design Day Capacity charge to reflect the seasonality of the residential class usage. For financial accounting purposes, the Company monthly records into a deferred revenue account the difference between the Straight Fixed-Variable Dedicated Design Day Capacity revenues recognized and the Sculpted Dedicated Design Day Capacity collected. The company reconciles such deferred revenue account annually for the period of February 1 through January 31, and applies the appropriate positive or negative adjustment (the SFV Sculpting Adjustment) to the DDDC for a subsequent period.

7. Additional Terms and Provisions

   Service under this schedule is subject to the Tariff, including the Terms of Service and Rules and Regulations of the Company, as filed with and approved by the Commission from time to time, as well as all future Riders and tariff provisions made applicable to service under this schedule by the Commission from time to time, including without limitation, Franchise Recovery Rider, Environmental Response Cost Recovery Rider and Social Responsibility Cost Rider.

Multi-Family Housing Delivery Service – Optional — Rate G-10

1. Availability

   To any regular natural gas Customer using gas for Multi-family residential housing, which, for purposes of this rate schedule, shall mean five or more permanent residential dwelling units (which shall be deemed to include mobile home pads piped for gas service) located on the same Premises which are leased or rented by the same person and served through a central gas meter. Residential and non-residential service installed on January 1, 2020, or later shall not be combined in a single meter installation.

2. Rate

   The rate shall consist of an Annual Customer Charge, Dedicated Design Day Annual Capacity Charge, Annual Peaking Service Charge and Annual Meter Reading Charge as set forth more fully in the Summary Rate Sheet in effect from time to time. The Customer shall pay 1/12 of the annual charges per month.

   The Annual Customer Charge shall be multiplied by the number of residential dwelling units or piped mobile home pads located on Customer's Premises, except individually metered residential dwelling units or piped mobile home pads served under any of the Company's residential schedules, and 1/12 of such product shall be paid each month.

3. Minimum Monthly Bill

   The minimum monthly bill shall be the sum of 1/12 of the following charges: Annual Customer Charge, Dedicated Design Day Annual Capacity Charge, Annual Peaking Service Charge and Annual Meter Reading Charge, plus taxes.

Multi-Family Housing Delivery Service - Optional (continued) **Rate G-10**

4. Unmetered Gas Light Service

   Where an unmetered gas light is at a Premise the Design Day Capacity will be increased by the average daily use of such light.

5. Additional Terms and Provisions

   Service under this schedule is subject to the Tariff, including the Terms of Service and Rules and Regulations of the Company, as filed with and approved by the Commission from time to time, as well as all future Riders and tariff provisions made applicable to service under this schedule by the Commission from time to time, including without limitation, Franchise Recovery Rider, and Environmental Response Cost Recovery Rider.

General Gas Delivery Service (continued) **Rate G-11**

1. Availability

   To any regular natural gas Customer using gas for commercial or industrial purposes, except as provided herein, whose maximum daily use is less than 3,000 dekatherms during the billing periods of October through April, provided the Company has gas delivery capacity in excess of the then existing requirements of other Customers.

2. Rate

   The rate shall consist of an Annual Customer Charge, Dedicated Design Day Annual Capacity Charge, and Annual Peaking Service Charge as set forth more fully in the Summary Rate Sheet in effect from time to time. The Customer shall pay 1/12 of the annual charges per month.

3. Character of Service for Customers with a maximum daily use of 500 dekatherms or greater.

   Service provided under this schedule is provided on the condition that capacity is available to serve the customer. Service may be terminated by the Company in a constrained area on a last customer on, first customer off basis, when capacity being used to provide service under this schedule is needed to provide service under Rate Schedules R-1 Residential Delivery Service, G-10 Multi Family Housing Delivery Service, G-11 General Gas Delivery Service for customers with a maximum daily use less than 500 dekatherms, AG-1 Agricultural Process Service, and any other firm delivery service.

4. Multiple Billing

   When the Company serves, upon written application of the Customer, through a single meter installation, five or more housekeeping apartments located in a single building or for use in tourist camps, residential living quarters of nonprofit educational institutions, governmental or nonprofit institutions operating housing projects, dormitories, or other residential units, provided that no Customer may resell gas, Annual Customer Charge shall be multiplied by the number of individual dwelling units, and 1/12 of such product shall be paid each month.

   Commercial mobile home parks may be served under this provision using as the multiplier the number of pads or individual trailer homesites piped for natural gas service, irrespective of the number of trailers or mobile homes connected thereto. Above multiplier shall be increased by one for general park use.

General Gas Delivery Service (continued) **Rate G-11**

Residential and non-residential service installed on January 1, 2020 or later shall not be combined in a single meter installation.

5. Minimum Monthly Bill

   The minimum monthly bill shall be the sum of 1/12 of the following charges: Annual Customer Charge, Dedicated Design Day Annual Capacity Charge, Annual Peaking Service Charge and Annual Customer Charges, plus taxes.

6. Unmetered Gas Light Service

   Where an unmetered gas light is at a Premise the Design Day Capacity will be increased by the average daily use of such light.

7. Additional Terms and Provisions

   Service under this schedule is subject to the Tariff, including the Terms of Service and Rules and Regulations of the Company, as filed with and approved by the Commission from time to time, as well as all future Riders and tariff provisionsmade applicable to service under this schedule by the Commission from time to time, including without limitation, Franchise Recovery Rider, and Environmental Response Cost Recovery Rider.

General Gas Delivery Service – High Demand

Rate G-12

1. Availability

   Under contract to natural gas Customers using gas for commercial or industrial purposes, except as provided herein, whose maximum daily use is 3,000 dekatherms or greater during the billing periods of October through April, provided the Company has gas delivery capacity in excess of the then existing requirements of other Customers.

2. Rate

   The rate shall consist of an Annual Customer Charge, Dedicated Design Day Annual Capacity Charge, Annual Peaking Service Charge and Annual Meter Reading Charge as set forth more fully in the Summary Rate Sheet in effect from time to time. The Customer shall pay 1/12 of the annual charges per month.

   The Customer's minimum Dedicated Design Day Capacity (DDDC) shall be based on the Customer's expected need and established by mutual agreement of the Company and the Customer. The DDDC shall not be recalculated according to the annual recalculation process described in section 13.3 for a period of time mutually agreed to by the Company and the Customer, but no longer than ten years, unless the Customer's actual consumption results in a DDDC that is greater than the initial DDDC amount.

3. Character of Service

   Service provided under this schedule is provided on the condition that capacity is available to serve the customer. Service may be terminated by the Company in a constrained area on a last customer on, first customer off basis, when capacity being used to provide service under this schedule is needed to provide service under Rate Schedules R-1 Residential Delivery Service, G-10 Multi Family Housing Delivery Service, G-11 General Gas Delivery Service, AG-1 Agricultural Process Service, and any other firm delivery service.

4. Minimum Monthly Bill

   The minimum monthly bill shall be the sum of 1/12 of the following charges: Annual Customer Charge, Dedicated Design Day Annual Capacity Charge, Annual Peaking Service Charge and Annual Meter Reading Charge, plus taxes.

General Gas Delivery Service – High Demand (continued) **Rate G-12**

5. Other Provisions

   The Company shall require a contract for service and may require a minimum total payment guarantee from a customer. The Company may require the customer to meet a credit-worthiness standard and may require the customer to provide acceptable collateral. The Customer shall pay no less than G-12 rates for the term of the contract.

   The Calculation of Allowable Investment and the Contribution by Applicant described in Rule 8, Nonresidential Main and Service Extension, shall be determined by considering the agreed time period and DDDC amount described above.

   The Customer's DDDC shall not be included in the proportionate adjustment analysis described in section 13.3.1 (k).

6. Commission Review

   The Company shall file a any G-12 contract at the Commission for review. Absent action by the Commission to the contrary, the Contract shall take effect sixty (60) days following the date on which the Contract was filed. Any subsequent amendments following implementation of the Contract that modify the duration of the specified term of the contract or alter the rates and services provided therein shall be submitted to the Commission within sixty (60) days of the effective date of such amendment, and absent action by Commission to the contrary, the amendment(s) shall take effect, as prescribed.

General Gas Delivery Service – High Demand (continued) **Rate G-12**

7. Unmetered Gas Light Service

   Where an unmetered gas light is at a Premise the Design Day Capacity will be increased by the average daily use of such light.

8. Additional Terms and Provisions

   Service under this schedule is subject to the Tariff, including the Terms of Service and Rules and Regulations of the Company, as filed with and approved by the Commission from time to time, as well as all future Riders and tariff provisions made applicable to service under this schedule by the Commission from time to time, including without limitation, Franchise Recovery Rider, and Environmental Response Cost Recovery Rider.

Agricultural Process Service — Rate AG-1

1. Availability

   This optional distribution service is available on an annual basis to agricultural businesses with process-only metered loads based on a one (1) year commitment. Such businesses include, among others, poultry growing, tobacco drying, cotton drying, and grain drying.

2. Rate for Distribution Service

   The rate shall consist of a Customer Charge, and Volumetric charge as set forth more fully in the Summary Rate Sheet in effect from time to time.

3. Minimum Monthly Bill

   The minimum monthly bill shall be the Customer Charge plus applicable tariff provisions and taxes.

4. Additional Terms and Provisions

   Service under this schedule is subject to the Tariff, including the Terms of Service and Rules and Regulations of the Company, as filed with and approved by the Commission from time to time, as well as all future Riders and tariff provisions made applicable to service under this schedule by the Commission from time to time.

Seasonal Gas Service — Rate S-51

1. Availability

   To any commercial or industrial gas Customer for operations of the Customer which take place only during the months of March through November.

2. Rate

   The rate shall consist of a Customer Charge, and Volumetric charge as set forth more fully in the Summary Rate Sheet in effect from time to time.

3. Minimum Monthly Bill

   The minimum monthly bill shall be the Customer charge plus applicable tariff provisions and taxes. The minimum bill for the period of March through November shall be $150.00 exclusive of gas charges.

4. Additional Terms and Provisions

   Service under this schedule is subject to the Tariff, including the Terms of Service and Rules and Regulations of the Company, as filed with and approved by the Commission from time to time, as well as all future Riders and tariff provisions made applicable to service under this schedule by the Commission from time to time, including without limitation, the Load Control Provisions.

Natural Gas Vehicle Service — Rate V-52

1. Availability

   To any natural gas Customer for use as an energy source for the propulsion of motor vehicles when the natural gas is delivered by the Company into separately metered facilities which compress the natural gas (CNG) for such use, who contracts in writing for service under this schedule, provided that the Company has gas delivery capacity in excess of the then existing requirements of other Customers. The Company may establish minimum levels of annual consumption as a condition of service.

2. Rate

   21 Delivery Rate

   The delivery rate for a commercial customer which utilizes compressed natural gas to fuel motor vehicles owned or operated by the customer or sells compressed natural gas to the public shall be consistent with all applicable charges as set forth in the General Gas Delivery Service. The Customer shall pay 1/12 of the annual charges per month.

   22 Individual Fill Unit Delivery Rate

   Unless metered separately, the delivery rate for residential customers or commercial customers that install Vehicle Refueling Appliance (VRA) or Home Refueling Appliance (HRA) to fuel motor vehicles and do not resell or otherwise redeliver CNG to others shall be included in the Residential Delivery Service and/or General Gas Delivery Service rates applicable to the customer’s basic gas service.

   23 Facilities Charge

   Where the Company owns and maintains facilities comprising CNG fueling infrastructure, a monthly charge of one and one-half percent (1.5%) of the gross investment of the Company in such facilities. For purposes hereof, "CNG fueling infrastructure" shall be defined in the service agreement with the Customer but shall consist, at a minimum, of a dryer, compressor(s), storage vessels, controls, cascades, piping, metering, dispensers, and other related facilities and related components.

Natural Gas Vehicle Service (continued) **Rate V-52**

3. Minimum Monthly Bill

   The minimum monthly bill shall be the sum of 1/12 of the following charges: Annual Customer Charge, Dedicated Design Day Annual Capacity Charge, STRIDE Surcharge, Annual Peaking Service Charge and Annual Meter Reading Charge, and Facilities Charge (if applicable).

4. Additional Terms and Provisions

   Service under this schedule is subject to the Tariff, including the Terms of Service and Rules and Regulations of the Company, as filed with and approved by the Commission from time to time, as well as all future Riders and tariff provisions made applicable to service under this schedule by the Commission from time to time, including without limitation, the Load Control Provisions.

Bundled Pipeline Peaking Sales Service — Rate BPPSS

1. Availability

   To each Marketer that provides Firm Commodity Sales Service to Retail Customers in the applicable Primary Pools that contain assets that are necessary to support the BPPSS tariff. Service under this Rate Schedule is available from November 1 through March 31 (subject to the availability of the service or services upon which such BPPSS service is based) and is made available and allocated to Marketers pursuant to Section 13 of the Terms of Service.

2. Character of Service

   The Bundled Pipeline Peaking Sales Service (BPPSS) is a sales service that makes Gas available primarily on a no-notice basis to Marketers for delivery to supply the peaking requirements of Firm Retail Customers in the applicable Primary Pools. Each Marketer shall have three discretionary BPPSS days that will be available for use as follows: (a) one (1) discretionary day for Marketer use during the period January 16 through January 31, (b) one (1) discretionary day for Marketer use during the period February 1 through February 15,and (c) one (1) discretionary day for Marketer use during the period February 15 through the end of February. These discretionary days will be cumulative. These discretionary days are provided by the Cove Point component of BPPSS and the related Dalton FT used to transport the service to AGL's system. These discretionary days are only available to the extent there is inventory available in the Cove Point component of BPPSS. These discretionary days are not available for use on any gas day that AGL, at its sole discretion, has an operational need for the Cove Point component of BPPSS service to be available to the system. The Company will post on the EBB by 9:00 am Eastern Clock Time if discretionary nominations are not available for the next day.

   To the extent a Marketer has any BPPSS Peaking supply remaining on or after March 1, such supply may be nominated up to the lesser of the Marketers BPPSS Daily Deliverability or its remaining BPPSS inventory to serve firm or interruptible customers.

3. Title

   All Gas in BPPSS shall remain the property of, and with title to, the Company. Title to Gas shall pass from the Company to the Marketer at the Citygate when Gas is delivered to the Citygate and made available to the Marketer pursuant to the terms of this Tariff.

Bundled Pipeline Peaking Sales Service (continued) **Rate BPPSS**

4. Maximum Daily Deliverability

   4.1 The Peaking Gas delivered shall be based on the remaining Peaking Supply as shown by the records of the Company, in accordance with the ratchet schedule that will be filed with the Commission from time to time and posted on EnerAct.

5. Rate

   5.1 Specified Charges

   All charges for service under this Rate Schedule shall be as set forth below. Such charges shall be designed to recover the annual costs to the Company of the underlying services that make up BPPSS, and shall include the following charges to be recovered on a monthly basis:

   a. Demand Charge – A charge per Dth of the Daily Deliverability allocated the Marketer. The purpose of this charge is to recover the total fixed costs of the underlying services, applicable carrying cost for the Gas inventory, and any over recovered or under recovered costs from previous months of the contracts used to provide this service. The Company shall post on EnerAct any such previous months over recovered or under recovered cost.

   b. Volumetric Charges – A charge per Dth of the quantities delivered from BPPSS. The purpose of this charge is to recover the variable costs attributable to providing such service, and associated pipeline volumetric surcharges and any unrecovered variable costs of the underlying services used to provide this service including any carryovers of all prior periods over/(under) recoveries. This charge shall be based on the weighted average rate for withdrawal, transportation and associated pipeline volumetric surcharges, paid by the Company to the interstate pipeline companies.

   c. Withdrawal Fuel Charge – A percentage per Dth of the quantities of Gas delivered from BPPSS. The purpose of this charge is to recover the retained fuel associates with providing such service and any such over or under recovered fuel from any prior periods. This charge shall be based on weighted average fuel percentage for withdrawals and transportation retained by the interstate pipeline companies plus adjustment for any prior period true-ups.

Bundled Pipeline Peaking Sales Service (continued) **Rate BPPSS**

d. Commodity Charge – A charge per Dth for Gas delivered under this Rate Schedule shall be the Company's weighted average cost of Gas in the storage services that are included in Rate Schedule BPPSS.

e. In the event this Rate Schedule is terminated and/or the underlying interstate pipeline services are eliminated, the Company will file a report with the Commission within sixty (60) days of said termination/elimination detailing the over-recovery or under-recovery of BPPSS tracker balances which include demand charges, volumetric charges, withdrawal fuel charges, and commodity charges, and carrying charges for the preceding Fiscal Year or portion thereof in comparison with the actual costs of the underlying associated with or arising from the terminated/eliminated services. The Company will direct bill or credit each Marketer pro rata based upon the Marketer's Market Share as of the last Month the service was available

52 Interstate Pipeline Rate Tracker

The Company shall track and implement any interim rate and/or fuel percentage change by interstate pipeline companies that affects the charges under Section 5.1 of this Rate Schedule no later than thirty (30) Days following the issuance date of an order by the FERC which accepts or otherwise makes effective such interim rate and/or fuel percentage change. The effective date of such change in the Company's rate and/or fuel percentage pursuant to this provision shall coincide with the effective date of any change in rates and/or fuel percentages by the interstate pipeline companies. Any such adjustment shall not require further Commission approval. In the event that the Company receives settlement payments, refunds, or credits from interstate service providers, to the extent that the Company is not required to deposit such settlement payments, refunds, or credits to the Universal Service Fund in accordance with Section 3.23 of the General Terms and Conditions, such settlement payment, refund, or credit will be credited to the Marketers in the same allocation as the original charges. The historical time period used as the basis of the allocation shall be the shorter of the duration of the period the interim rate was in effect or 24 months.

Firm Delivery Service — Rate FD

1. Availability

   This service is available on a monthly basis to any Marketer providing Firm Service to Retail Customers who have contracted with, or been assigned to, such Marketer. A Customer is only allowed to have one Marketer providing Gas Service on any one Day.

2. Character of Service

   2.1 Type – Service under this Rate Schedule shall be Firm Distribution Service and shall be used to provide Firm Gas Service to Retail Customers.

   2.2 Overrun Delivery Service – The Company may elect to receive, transport and deliver volumes in excess of Marketer's entitlements to Firm Distribution under this Rate Schedule. Such service:

   a. Shall be available only to the extent it does not impair the Company's ability to render Firm service to other Customers under this or any other Rate Schedule;

   b. Shall be Interruptible in character; and

   c. Shall be subject to the overrun charge set forth in Section 3.1 (b) of this Rate Schedule.

   2.3 Additional Terms and Provisions – Service under this Rate Schedule shall be subject to the applicable provisions of the Tariff.

3. Rate

   3.1 Specified Charges – All charges for service pursuant to this Rate Schedule shall be as set forth either in the Summary Rate Sheet in effect from time to time or as provided below. Such charges shall include the following:

   a. Charges applicable for each Retail Customer's service pursuant to the applicable Rate Schedule for such Customer as set forth in the Summary Rate Sheet.

   b. Overrun Delivery Charge – A charge equivalent to the maximum lawful price under existing schedules for Interruptible Distribution Service by the Company. In the event that the price for such service has been deregulated, the price shall be posted from time to time on the EBB.

Firm Delivery Service (continued) **Rate FD**

c. Overrun Commodity Charge – A charge per Dekatherm equivalent to the Daily Index Cost of Gas plus the 100% load factor FT transportation rate, applicable surcharges and fuel on the Relevant Pipeline.

d. Retained Storage Charge – A charge shall be assessed to recover charges paid by the Company to interstate pipeline companies in connection with storage services retained by the Company for operational purposes. This charge shall include two elements:

   i. A demand charge to recover the fixed costs of the interstate pipeline storage services, the associated transportation, and applicable carrying costs for gas inventory; and

   ii. A variable charge to recover the variable costs of the interstate pipeline service, including injection/withdrawal costs and associated fuel.

   In addition, a Marketer shall pay to the Company all amounts payable pursuant to the balancing and cashout provisions in Section 20 of these Terms of Service.

e. Any additional charges assessed pursuant to the Terms of Service.

Firm Delivery Service (continued) **Rate FD**

3.2 Rate Changes

Retained Storage Tracker – The Company may adjust the Retained Storage Charge under Section 3.1(d) of this Rate Schedule, from time by a filing which tracks any rate charge by interstate pipeline companies that affects the charge under such Section 3.1(d) no later than thirty (30) days following the issuance date of an order by the Federal Energy Regulatory Commission that accepts and makes effective the interstate pipeline companies' rate changes. The effective date of such change in the Company's rates pursuant to this provision shall coincide with the effective date of any change in rates by its interstate pipeline suppliers. Any such adjustment shall not require Commission approval.

3.3 Meter Reading Service

The Company will provide meter reading services at the following rate:

$0.71 per retail customer meter per month.

Firm and Interruptible Nominated Sales Service — Rate FINSS

1. Availability

   To each Marketer that provides Firm Commodity Sales Service to Retail Customers in the applicable Primary Pools that contain assets necessary to support the FINSS tariff. Service under this Rate Schedule will be made available pursuant to the terms of this Tariff and allocated to Marketers pursuant to Section 13 of the Terms of Service. Service under this Rate Schedule is available from November 1 through March 31 (subject to the availability of the service or services upon which such FINSS service is based).

2. Character of Service

   The Firm and Interruptible Nominated Service (FINSS) is a sales service that makes Gas available to Marketers for delivery to Firm and Interruptible Retail Customers in the applicable Primary Pools. Notwithstanding any other provision within this Tariff, each Marketer is responsible for meeting 100% of the Daily Supply Requirement of the firm customers served by such Marketer, without regard to the availability of FINSS or FINSS inventories.

3. Title

   All Gas in FINSS shall remain the property of, and with title to, the Company. Title to Gas shall pass from the Company to the Marketer at the Citygate when Gas is delivered to the Citygate and made available to the Marketer pursuant to the terms of this Tariff.

4. Nominated Call Schedule

   4.1 Maximum Daily Call – The Company shall endeavor to withdraw and deliver on any Day each Marketer's nominations for such Day. If however, the total of such nominations exceeds the quantity that the Company can withdraw and deliver from storage, the Gas withdrawn and delivered on such Day shall be based on each Marketer's current remaining Gas Availability Volume as shown by the records of the Company, in accordance with the ratchet schedule that will be filed with the Commission from time to time and posted on EnerAct.

   4.2 Minimum Gas Volume – Through March 1 of each Year, each Marketer must maintain a minimum gas availability volume greater than or equal to five percent (5%) of its then current Monthly market share of FINSS multiplied by the November 1 total gas availability volumes.

Firm and Interruptible Nominated Sales Service (continued) **Rate FINSS**

5. Rate

5.1 Specified Charges

All charges for service under this Rate Schedule shall be as set forth below. Such charges shall be designed to recover the costs to the Company of the services that underlie FINSS, and shall include the following annual charges to be recovered on a monthly basis:

a. Demand Charges – A charge per Dth of the Maximum Daily Call allocated to the Marketer. The purpose of this charge is to recover the total fixed costs of the underlying services, applicable carrying costs for the Gas inventory, and any such over recovered or under recovered cost from previous months of the storage services used to provide this service. The Company shall post on EnerAct any such pervious months over recovered or under recovered cost.

b. Call Charges – A charge per Dth of the quantities delivered from FINSS. The purpose of this charge is to recover the variable costs attributable to providing such service, and associated pipeline volumetric surcharges and any unrecovered variable costs of the underlying services used to provide this service including a carryover of all prior year over/(under) recoveries. This charge shall be based on the weighted average rate for withdrawal, transportation and associated pipeline volumetric surcharges, paid by the Company to the interstate pipeline companies.

c. Withdrawal Fuel Charge – A percentage per Dth of the quantities of Gas delivered from FINSS. The purpose of this charge is to recover the retained fuel associated with providing such service and any such over or under recovered fuel from any prior periods. This charge shall be based on the weighted average fuel percentage for withdrawals and transportation retained by the interstate pipeline companies plus adjustment for any prior period true-ups.

Firm and Interruptible Nominated Sales Service (continued) **Rate FINSS**

d. Commodity Charge – A charge per Dth for Gas delivered under this Rate Schedule shall be the lesser of:

(1) the average of the natural gas forward NYMEX settlement prices for the following April through October on the last day of trading for that withdrawal Month, plus all applicable fuel and variable charges for the pipelines and storage facilities utilized for FINSS refill, plus the applicable additional charge per Dth from the Table based on the FINSS inventory level (rounded to the nearest whole percentage) as of the first business day after the 20th day of the preceding month; or

(2) the Company's weighted average cost of Gas in the storage services that are included in Rate Schedule FINSS, as of the last Day of the preceding Month.

FINSS Inventory Level	Additional Charge Factor
80% or greater	15%
60% to 79%	20%
40% to 59%	25%

At FINSS Inventory Levels (as determined on the first business day following the 20th of the preceding month) below 40%, the FINSS Commodity Charge will be WACOG.

e. In the event this Rate Schedule is terminated and/or the underlying interstate pipeline services are eliminated, the Company will file a report with the Commission within sixty (60) days of said termination/elimination detailing the over-recovery or under-recovery of FINNS tracker balances which include demand charges, volumetric charges, withdrawal fuel charges and commodity charged. Any remaining logical FINSS sales service inventory will be transferred to the replacement sales services or, if there is no replacement, to the MARS storage. This applies as well to all associated FINSS trackers.

Firm and Interruptible Nominated Sales Service (continued) **Rate FINSS**

52 Interstate Pipeline Rate Tracker

The Company shall track and implement any interim rate and/or fuel percentage change by interstate pipeline companies that affects the charges under Section 5.1 of this Rate Schedule no later than thirty (30) Days following the issuance date of an order by the FERC which accepts or otherwise makes effective such interim rate and/or fuel percentage change. The effective date of such change in the Company's rate and/or fuel percentage pursuant to this provision shall coincide with the effective date of any change in rates and/or fuel percentages by the interstate pipeline companies. Any such adjustment shall not require further Commission approval. In the event that the Company receives settlement payments, refunds, or credits from interstate service providers, to the extent that the Company is not required to deposit such settlement payments, refunds, or credits to the Universal Service Fund in accordance with Section 3.23 of the General Terms and Conditions, such settlement payment, refund, or credit will be credited to the Marketers in the same allocation as the original charges. The historical time period used as the basis of the allocation shall be the shorter of the duration of the period the interim rate was in effect or 24 months.

Interruptible Delivery Service — Rate ID

1. Availability

   1.1 This service is available on a daily basis to any Pooler to provide Gas Service to Interruptible Customers who make an irrevocable election to receive service from a Pooler under this Schedule, thereby entitling the Interruptible Customer to receive service from a Pooler using Firm Capacity acquired from a Marketer within the Company's service territory, provided that the Company has Gas delivery capacity in excess of the Firm demand required to serve Retail Customers on that day. A Customer is only allowed to have one Pooler providing Gas Service on any one day.

   1.2 Service available by contract to any regular natural gas Customer on an interruptible basis for nonresidential purposes whose normal productive uses of gas require a consumption of 100 Dekatherms per day or more at the Premises of the Customer who contracts in writing for gas delivery service under this schedule for substantially all the annual fuel requirements of the Customer, provided the Company has gas delivery capacity in excess of the then existing requirements of other Customers.

   1.3 The Company reserves the right to refuse:

      a. To contract for Firm use gas; or,

      b. To provide service on an interruptible basis unless the Customer has the ability to cease consumption of natural gas, or the ability to convert to an alternative source of energy on a timely basis.

2. Character of Service

   2.1 Type – Service under this Rate Schedule shall be Interruptible and shall have the lowest priority on the Company's system. The Company intends to deliver Interruptible Service gas when there is adequate capacity on the local distribution system. Service under this Rate Schedule will be subject to curtailment in whole or in part only after the Company has given at least 30 minutes' notice directly to the affected Interruptible Customer and Pooler by telephone, email or otherwise except in force majeure conditions or where the integrity of the system is in jeopardy. In addition, the Company will endeavor to use commercially reasonable efforts to provide four hours' notice to the Customer and Pooler prior to any curtailment. The Company may curtail Customers served under this rate schedule in such order and each Customer to such extent as the Company deems necessary for the proper operation of its distribution system. Upon notice of curtailment by the Company to the Customer and to the Customer's Pooler, the Customer must promptly

Interruptible Delivery Service (continued) **Rate ID**

discontinue use of gas in whole or in part as provided in the curtailment notice. Notice to each Interruptible Customer is effective when issued by email to all of the Customer's designated contacts provided for in Section 2.3 below. If the Company does not receive acknowledgement of the email, the Company shall place a follow-up phone call to at least two designated contacts. If the first of the two designated contacts acknowledges receipt of curtailment, the second phone call is not required.

2.2 Interruptible service may be curtailed at any time after notice by email as provided in Section 2.1 above.

2.3 The Customer shall provide the Company and the Customer's Pooler with the name, title, address, telephone numbers and the e-mail address of at least two individuals who are authorized by the Customer to receive notices of curtailments. The Customer shall promptly notify the Company and the Customer's Pooler of any changes in such information. The Company shall distribute a contact update form to all Interruptible Customers on an annual basis. The Company shall provide each Interruptible Customer and Pooler the names, phone numbers and e-mail addresses of the Company employees with responsibility for communicating curtailment notices to Customers. The Customer contact information shall be updated annually by the Customer on or before September 1.

2.4 Additional Terms and Provisions – Service under this Rate Schedule shall be subject to the applicable provisions of the Tariff.

2.5 Firm use gas as hereinafter defined will not be curtailed except pursuant to the Company's load control provisions filed with and approved by the Commission, from time to time.

3. Rate

Specified Charges – All charges for service pursuant to this Rate Schedule shall be as set forth below. Such charges shall include the following:

3.1 Monthly Customer Charge – A charge assessed for each Interruptible Customer of the Pooler during the applicable Month and shall be based upon the maximum use occurring in the current month or the prior eleven months as follows:

Interruptible Delivery Service (continued) **Rate ID**

Maximum Monthly Use	Monthly Charge
Under 3,000 Dekatherms	$325.00
3,000 to 4,999 Dekatherms	$400.00
5,000 to 9,999 Dekatherms	$500.00
10,000 to 24,999 Dekatherms	$850.00
25,000 to 49,999 Dekatherms	$1,100.00
50,000 to 99,999 Dekatherms	$2,150.00
100,000 to 299,999 Dekatherms	$4,800.00
300,000 to 750,000 Dekatherms	$12,000.00
Over 750,000 Dekatherms	$19,000.00

3.2 Firm Use Charge – For the quantity of natural gas stated in the contract for service as the Firm use per day at $156.00 per Dekatherm per year billed at $13.00 per Dekatherm per month.

3.3 Commodity Charge – The commodity charge shall be assessed for each Dth of Gas delivered by the Company to Customers on behalf of Pooler based on the variable charge component of FD Service plus 69.5 cents per Dekatherm for any volume delivered in excess of the available Dedicated Design Day Capacity of the Pooler.

3.4 Additional charges may be assessed pursuant to the Terms of Service.

4. Lost and Unaccounted-for Natural Gas

A percentage adjustment of 0.8% for unaccounted-for gas shall be made to the volumes of Customer-owned gas delivered into the Company's facilities on a daily basis for the Customer's account and the volumes of gas delivered to the Customer on a daily basis shall be increased by such percentage.

5. Firm Use

Firm use is the daily rate of delivery of gas in Dekatherms agreed upon in the contract between the parties as the maximum rate of delivery which the Company shall be required to make to the Customer during any one day subject to the provisions of this rate schedule. The hourly rate of delivery of Firm use gas shall not be greater than 1/18th of the Firm use per day contracted for.

Interruptible Delivery Service (continued) **Rate ID**

Except in cases of force majeure as defined in Rule 12, if the Company fails to offer to deliver for a period of more than 24 continuous hours in any month the daily Firm use volumes contracted for, the Firm use charge for that month shall be prorated on a daily basis in accordance with the ratio that the Firm use volumes actually delivered during such month bear to the Firm use volumes contracted for.

6. Minimum Monthly Bill for Service

The minimum monthly bill for service under this schedule shall be the monthly customer charge plus the Firm use charge if the Customer contracts for Firm use.

7. Unauthorized Consumption of Gas

7.1 In the event that the Customer fails to comply with a curtailment order of the Company reducing either the Customer's hourly or daily use of gas, all gas taken in excess of the volumes allowed in the curtailment order is unauthorized consumption of gas. In the event of any unauthorized consumption of gas by a Customer, the Company may:

a. Discontinue service to Customer. Such service shall be restored as quickly as commercially reasonable once the curtailment order is lifted and the Customer's Pooler has been notified; and

b. Require the Customer to pay a charge that shall be the greater of $30.00 per Dekatherm plus the highest pipeline penalty charge in effect from the pipelines that serve the Company for each Dth of the excess volumes thus taken or a rate equal to ten times the Daily Index Cost of Gas for the day multiplied by all unauthorized consumption on days where curtailment order is in effect. The following terms and conditions shall apply to any curtailment violation:

i. If a Pooler has a Demand Mismatch Incentive in the same Primary Pool on the same day that their Customer(s) have a local system curtailment violation, then the Demand Mismatch volumes will be reduced by the amount of curtailment violation volumes up to the amount of Demand Mismatch volumes in such pool.

Interruptible Delivery Service (continued) **Rate ID**

ii. If a curtailment penalty is assessed, the Company shall provide documentation to the Customer's Pooler of the penalty amount. The Customer will receive a bill from the Pooler with the penalty amount displayed on the bill and a statement indicating that service may be interrupted if payment of the penalty is not remitted by the Customer to the Pooler within 60 days of issuance of the bill by the Pooler. The Pooler will be issued a separate bill for the Customer's penalty charge. The Pooler shall have no liability for any charge for or arising out of a Customer's curtailment penalty.

iii. Any Customer that has been assessed a penalty for failure to comply with a curtailment order may not switch Poolers until the full amount of such penalty has been remitted to the Pooler for payment by the Pooler to the Company. The Company will remit all curtailment penalties to the Universal Service Fund.

iv. The Pooler's credit requirements imposed by the Company to do business on its systems shall not be increased due to any of their Customers' failure to comply with any curtailment order.

72 If a Customer does not comply with a curtailment order, the Company, at its discretion, may take actions to ensure the future proper operation of its distribution system. Such actions may include, but are not limited to:

a. Installation of facilities or devices at the Customer's expense that allow service to be discontinued without need for Company personnel to enter the Customer's premises.

b. Termination of service to the Customer under any interruptible rate schedule.

c. Actions described in (a) and (b) shall only be permitted if one or more of the following conditions are met:

1. The Customer's failure to comply with a curtailment notice results in an outage of one or more firm use customers
2. The Customer fails to comply with a curtailment notice more than once
3. The Company makes an attempt to discontinue service under terms of this Tariff and the Customer denies the Company access to the premises.

Interruptible Delivery Service (continued) **Rate ID**

d. If the Company pursues (a) or (b), the Company shall provide notice to the Customer and the Customer's Pooler via Statutory Overnight Delivery, as that term is defined in Section 12 of Chapter 10 of Title 9 of the Official Code of Georgia Annotated, at least thirty (30) days prior to its proposed action of the Customer's right to a hearing before the Commission or a designated Commission Hearing Officer on the proposed action. The contested case provisions of the Georgia Administrative Procedures Act will apply to any proceeding under this section.

e. During the thirty (30) day notice period pursuant to (a) or (b) interruptible service to the Customer shall remain in effect. If the Customer requests a hearing pursuant to (a) or (b) then interruptible service to the Customer shall remain in effect until the Commission issues a final decision.

8. Additional Terms and Provisions

Service under this schedule is subject to the Tariff, including the Terms of Service and Rules and Regulations of the Company, as filed with and approved by the Commission from time to time, as well as all future Riders and tariff provisions made applicable to service under this schedule by the Commission from time to time, including without limitation, the Load Control Provisions.

Peaking Service — Rate PS

1. Availability

   To each Marketer who provides Commodity Sales Service to Firm Retail Customers in the Atlanta Pool or the Macon Pool.

2. Character of Service

   Service under this Rate Schedule is a peaking service furnished in the Atlanta and Macon Pools from the Company's LNG plants located in those respective Pools. This service is furnished pursuant to Section 13 of the Terms of Service.

   Peaking Service is generally used as a no-notice end of day balancing service but can be nominated under certain conditions which are defined in the currently applicable Capacity Supply Plan approved by the Commission.

3. Rate

   3.1 Specified Charges – All charges for service under this Rate Schedule shall be as set forth in either the Summary Rate Sheet in effect from time to time or as noted below. Such charges shall include the following:

   a. Reservation Charge – A monthly reservation charge for each Dth of the Marketer's Dedicated Design Day Capacity during the applicable Month as set forth in the Summary Rate Sheet.

   b. Liquefaction/Injection Charge – An in-kind fuel charge per Dth for volumes injected into the Peaking Service.

   c. Vaporization/Withdrawal Charge – An in-kind fuel charge per Dth for volumes withdrawn from the Peaking Service.

Peaking Service (continued) **Rate PS**

3.2 Rate Changes

If any Marketer providing Gas Service to Retail Customers in a Primary Pool obtains a peaking service from a Person other than the Company, the Company shall have the right, without notice or prior approval by the Commission, to increase the rate for service under this Rate Schedule to Marketers serving in such Primary Pool Group to 120 percent of the rate for such service previously established by the Commission.

3.3 Boil Off

Boil off occurs through the normal operation of an LNG plant as some small volume of Gas vaporizes each day. Boil off Gas exits the LNG plant and is consumed as system supply. The Company includes a Marketer's boiloff volume in their Designated Firm Volumes in the daily balancing process.

3.4 Annual Fuel Percentage True-Up

The actual fuel retention for injections and withdrawals retained by the Company may be greater or less than the actual fuel percentage of injections and withdrawals actually used by the Company in providing the Peaking Service. On or before December 1 of each year, the Company will file a report with the Commission detailing its over-recovery or under-recovery of Peaking Service fuel retention for the preceding Fiscal Year.

a. In the event the Company's annual Peaking Service fuel percentage true up report reflects an under-recovery for the preceding Fiscal Year, the Company shall apply such under-recovery as a surcharge to the fuel percentage for the succeeding Fiscal Year and make a filing with the Commission reflecting such surcharge.

Peaking Service (continued) **Rate PS**

b. In the event the Company's annual Peaking Service fuel percentage true-up report reflects an over-recovery for the preceding Fiscal Year, the Company shall apply such over-recovery to reduce the fuel percentage for the succeeding Fiscal Year and make a filing with the Commission reflecting such surcharge.

Georgia SEED Program — Rate E-1

The Georgia Sustainable Environmental or Economic Development (Georgia SEED) Program is a voluntary program designed to offer special rates and services to support the retention and expansion of businesses in Georgia and to promote environmentally beneficial initiatives, including projects that reduce carbon emissions and projects that use energy more efficiently.

1. Availability

   Service under this rate schedule is available on a voluntary basis, alone or in conjunction with any other applicable rate schedule, to any qualifying person that meets the stated eligibility requirements and contracts with the Company for service under the Georgia SEED program. A qualifying person must intend to become a new customer with the intent to utilize natural gas to provide significant environmental or economic development benefits within the State or in a manner that increases system utilization; be an existing customer that materially expands its use of natural gas; or, be a new or existing customer that provides significant environmental or economic development benefits within the State, or that increases system utilization.

2. Application

   2.1 This Rate Schedule allows the Company to offer customer-specific services under terms and conditions as agreed to between the Company and Customer, including, but not limited to, the following:

   a. SEED Incentive or discounted rates designed to encourage industrial or commercial development, or environmental improvements, within the Company's service areas and enhance the Company's system utilization (SEED Class 1); or

   b. SEED Special Developmental Rates designed to encourage the location of significant environmental projects or economic development projects in Georgia and allow the Company to fully recover from the Customer over the duration of the contract its capital investment, fees, expenses, costs and other charges; (SEED Class 2); or

   c. SEED Special Developmental Rates for non-traditional customers, designed to encourage significant, new and/or innovative projects and allow the Company to install and operate equipment and facilities to fulfill the Contract and fully recover its capital investment, fees, expenses, costs and other charges from the Customer over the duration of the contract (SEED Class 3).

Georgia SEED Program (continued) **Rate E-1**

2.2 Customers receiving a delivery service from the Company under this rate schedule must obtain natural gas from certificated marketers or poolers.

3. Special Contract and Contract Provisions

3.1 The Customer and the Company shall enter into a contract detailing the rates, charges, terms and other conditions of service. The Customer may request trade secret treatment of the contract together with any and all supporting materials. At the conclusion of the specified term of the Contract, any Company-owned jurisdictional facilities placed in service pursuant to the Contract will be added to the Company's rate base at the net book value of the facilities, and any continuing service to the Customer shall be under the terms and conditions of the then-applicable Tariff rate schedule for similarly situated customers.

3.2 The Contract will include details regarding length of the initial term and any renewal options, a specified term for the recovery of the Company's capital investment in facilities and all related costs, charges and expenses, the operational terms and conditions, the rates and charges applicable to service under the Contract, and other provisions to fully define the obligations and rights of the parties. Where terms or conditions of service under a contract developed pursuant to this rate schedule modify any existing rule or practice of the Commission, such rules or practices shall be deemed superseded during the performance of the contract following approval by the Commission.

3.3 Significant Economic Benefit: Customers must intend to create new jobs or avoid potential job reductions in the State; qualify for job or investment tax credits under Georgia Code Section 48-7-40; be identified as a prospect by the Georgia Department of Economic Development or applicable county or municipal economic development entity; or otherwise provide material benefits in the areas of economic development or infrastructure enhancements which might not be attained absent service from the Company under this supplemental rate schedule.

3.4 Significant Environmental Benefit: Customers must intend to install or modernize equipment that uses energy more efficiently; reduce carbon emissions; achieve goals under a State or Federal Energy Plan or Policy as may be established from time to time; or otherwise intend to provide measureable benefits to improve Georgia's environment.

Georgia SEED Program (continued) **Rate E-1**

4. Billing

   Recovery of the Company's costs including, but not limited to, the capital investment in facilities, fees, expenses, costs, and other charges shall be billed under a separately stated "SEED CHARGE" on the customer's bill, which shall be determined for each customer and specified in the Contract. In the case of interruptible service, the "SEED CHARGE" as a supplemental charge to the interruptible service charges shall not be subject to sharing with the Universal Service Fund.

5. Commission Review

   The Company shall file the Contract at the Commission for review, together with an analysis of how service under the Contract provides significant environmental or economic benefit or improves system utilization. After review and absent action by the Commission to the contrary, the Contract shall take effect sixty (60) days following the date on which the Contract was filed. Any subsequent amendments following implementation of the Contract that modify the duration of the specified term of the contract or alter the rates and services provided therein shall be submitted to the Commission within sixty (60) days of the effective date of such amendment, and absent action by Commission to the contrary, the amendment(s) shall take effect, as prescribed.

6. Effective Date of Program and Contracts

   The Company may originate projects, or execute binding contracts between the Company and a Customer for projects to be placed into service subsequent to the filing date of this rate schedule. Contracts entered into pursuant to the Georgia Seed Program shall not become invalid or otherwise inoperable due to the termination of the Georgia Seed Program.

General Gas Transportation Service — Rate TS-1

1. Availability

   Service under this Tariff is available to any party who contracts with the Company to provide Transportation Service of Local Gas which meets the eligibility and Local Gas Quality criteria of this schedule, under the conditions provided herein.

2. Character of Service

   The Company shall transport Local Gas on a Firm basis from a Transportation Service Receipt Point to a Transportation Service Delivery Point, or facilitate the Sale for Resale of Local Gas at a Transportation Service Receipt Point.

3. Definitions

   In addition to the Definitions contained in the Company's Tariff, the following Definitions shall apply to the Company's General Transportation Service:

   (a) Transportation Customer: A Person who owns Local Gas or acts on behalf of a Person who owns Local Gas and who signs a Transportation Service Agreement with the Company to transport Local Gas on the Company's facilities.

   (b) Sale for Resale Customer: A Person who owns Local Gas or acts on behalf of a Person who owns Local Gas and who seeks to sell Local Gas to a Marketer or Pooler delivered at a Transportation Service Receipt Point.

   (c) Transportation Service Receipt Point: As determined by the Company at its sole discretion, the location on the Company's system where the Transportation Customer delivers Local Gas to be transported by the Company to a Transportation Service Delivery Point or where the Transportation Customer delivers Gas that is sold for resale to a Marketer or Pooler within the state of Georgia.

   (d) Transportation Service Delivery Point: The location on the Company's system where the Company's distribution system interconnects with an interstate pipeline company.

   (e) Sale for Resale: Unless otherwise specified in a service agreement or Transportation Service Agreement, a Sale for Resale Customer may cause Local Gas to be delivered to a Transportation Service Receipt Point where it will be sold to a Marketer or Pooler to serve customers in Georgia.

General Gas Transportation Service (continued) **Rate TS-1**

(f) Local Gas: Local Gas shall be either (1) Gas produced in Georgia from a landfill Gas production site, or produced from natural underground strata containing natural gas; (2) liquefied natural gas that is vaporized in Georgia to Gas; or, (3) other forms of Gas produced or that may be produced in Georgia; provided that all Local Gas shall conform to the Company's Gas Quality specifications.

(g) Local Gas Quality: Local Gas Quality shall have the same meaning as under the Company's Tariff General Terms and Conditions for Gas Quality.

(h) Non-conforming gas: Any Gas which does not conform to the Company's Gas Quality or Local Gas Quality specifications.

4. Rate

The Rate shall consist of an Application Fee, a Monthly Customer Charge and Transportation Rate as set forth more fully in the Summary Rate Sheet in effect from time to time.

5. Billing

The Company shall issue a bill to the Transportation Customer monthly, which shall be due and payable upon receipt.

6. Minimum Monthly Bill

The minimum monthly bill shall be the amount of the Monthly Customer Charge, plus applicable taxes, during the term of the Transportation Service Agreement.

7. Other Terms and Conditions

(a) Service is subject to all applicable laws and orders, and to the Company's Tariff.

(b) All transportation service under this Schedule shall require the execution of a Transportation Service Agreement by the Transportation Customer and the Company.

(c) An application for Transportation Service shall be made by a written request which shall be accompanied by the appropriate Application Fee as set forth in the Summary Rate Sheet. No Application Fee shall be required for the extension or renewal of an existing Transportation Service Agreement, but shall be required upon application to substantial amended an existing agreement.

General Gas Transportation Service (continued) **Rate TS-1**

(d) The Company shall not be required, at its own expense, to install any facilities of any kind to serve a Transportation Customer or a Sale for Resale Customer. In the event that any new or altered facilities are required to serve a Transportation Customer or Sale for Resale customer, said Customer shall execute a facilities construction contract, that may be part of the service agreement or Transportation Service Agreement required herein, and shall pay for all costs of additional facilities, including without limitation storage, distribution, and metering facilities.

(e) Lost and Unaccounted For Gas Adjustment

a. The Company shall transport Local Gas received from the Transportation Customer at designated Transportation Service Receipt Points, reduce metered volumes by a quantity of Local Gas equal to the Company's Lost and Unaccounted For percentage allocated to interruptible customers, and deliver the remaining quantities of Local Gas at the designated Transportation Service Delivery Points on a per Therm basis. Such reduction in Gas quantity delivered shall be deemed to reflect Gas consumed or lost in providing service hereunder.

b. Metered volumes of Local Gas sold to a Marketer or Pooler at a Transportation Services Receipt Point shall not be adjusted for Lost and Unaccounted for Gas.

(f) The Transportation Customer shall balance the quantity of Local Gas delivered for Transportation Service with the quantity of Local Gas scheduled for delivery. Failure to balance may result in penalties, incentive fees and other charges which shall be applied in accordance with the Company's Tariff covering balancing by certificated marketers or poolers.

(g) A deposit may be required to be paid by a Transportation Customer at the time the Transportation Service Agreement is executed equal to the total estimated charges for the first two (2) full months of Transportation Service. The terms of the deposit arrangements shall be included in the Transportation Service Agreement.

General Gas Transportation Service (continued) **Rate TS-1**

(h) If the Transportation Customer cannot warrant that all Local Gas transported under this Schedule shall be consumed within the State of Georgia, then the Company's transportation service shall be deemed to be interstate service and shall be provided pursuant to authorization from the FERC and subject to the terms and conditions of the Company's Statement of Operating Conditions as filed with FERC.

8. Additional Terms and Provisions

Service under this schedule is subject to the Tariff, including the Terms of Service and Rules and Regulations of the Company, as filed with and approved by the Commission from time to time, as well as all current and future Riders and tariff provisions made applicable to service under this schedule by the Commission from time to time.

Special Gas Transportation Service — Rate TS-2

1. Availability

   Service under this Schedule is available to any party who contracts with the Company to provide Special Gas Transportation Service through dedicated distribution facilities to transport Non-conforming Local Gas under the conditions provided herein.

2. Definitions

   In addition to the Definitions contained in the Company's Tariff, the following Definitions shall apply to the Company's Special Gas Transportation Service:

   (a) Special Gas Transportation Service: The Company shall transport Non-conforming Local Gas from a Special Gas Transportation Service Receipt Point to a Special Gas Transportation Service Delivery Point.

   (b) Special Gas Transportation Customer: A person who owns Local Gas or acts on behalf of a Person who owns Local Gas and who signs a Transportation Service Agreement with the Company to transport Non-conforming Local Gas on dedicated Company facilities.

   (c) Special Gas Transportation Service Receipt Point: The location on the Company's system where the Special Gas Transportation Customer delivers Non-conforming Local Gas to be transported by the Company to a Special Gas Transportation Service Delivery Point.

   (d) Special Gas Transportation Service Delivery Point: The location on the Company's system which interconnects with a facility owned or operated by the Special Gas Transportation Customer or a third party for whom the Special Gas Transportation Customer is providing Local Non-conforming Gas.

   (e) Local Gas: Local Gas shall be either (1) Gas produced in Georgia from a landfill Gas production site, or produced from natural underground strata containing natural gas; (2) liquefied natural gas that is vaporized in Georgia to Gas; or, (3) other forms of Gas produced or that may be produced in Georgia; provided that all Local Gas shall conform to the Company's Gas Quality specifications.

   (f) Local Gas Quality: Local Gas Quality shall have the same meaning as under the Company's Tariff General Terms and Conditions for Gas Quality.

   (g) Non-conforming Local Gas: Any Gas which does not conform to the Company's Gas Quality or Local Gas Quality specifications.

Special Gas Transportation Service (continued) **Rate TS-2**

3. Rate

   The rate shall consist of an Application Fee and a Monthly Customer Charge as set forth more fully in the Summary Rate Sheet in effect from time to time.

4. Billing

   The Company shall issue a bill to the Special Gas Transportation Customer monthly which shall be due and payable upon receipt.

5. Minimum Monthly Bill

   The minimum monthly bill shall be the amount of the Monthly Customer Charge, plus applicable taxes, during the term of the Transportation Service Agreement.

6. Other Terms and Conditions

   (a) Service is subject to all applicable laws and orders, and to the Company's Tariff.

   (b) Non-conforming Local Gas shall not be transported on the Company's general distribution facilities that transport or distribute Gas that meets the Company's Gas Quality specifications. Non-conforming Local Gas shall not be comingled with Gas available for Transportation Service or Delivery Service through the Company's general distribution facilities.

   (c) All service under this Rate Schedule shall require the execution of a Transportation Service Agreement by the Special Gas Transportation Customer and the Company.

   (d) An application for Special Gas Transportation Service shall be made by a written request which shall be accompanied by the appropriate application fee as set forth in the Summary Rate Sheet. No application fee shall be required for the extension or renewal of an existing agreement, but shall be required upon application to substantial amended an existing agreement.

   (e) The Company shall not be required, at its own expense, to install any facilities of any kind to serve a Special Gas Transportation Customer. Each Special Gas Transportation Customer shall execute a facilities construction contract, that may be part of the Transportation Service Agreement required herein, and shall pay for all costs of additional facilities, including without limitation, processing, storage, distribution, and metering facilities.

Special Gas Transportation Service (continued) **Rate TS-2**

(f) A deposit may be required to be paid by a Special Gas Transportation Customer at the time the Transportation Service Agreement is executed equal to the total estimated charges for the first two (2) full months of Special Gas Transportation Service. The terms of the deposit arrangements shall be included in the Transportation Service Agreement.

(g) The Special Gas Transportation Service Contract shall specify the manner in which any metering difference between the Special Gas Transportation Service Receipt Point and the Special Gas Transportation Service Delivery Point shall be addressed.

7. Additional Terms and Provisions

Service under this schedule is subject to the Tariff, including the Terms of Service and Rules and Regulations of the Company, as filed with and approved by the Commission from time to time, as well as all current and future Riders and tariff provisions made applicable to service under this schedule by the Commission from time to time.

Special Natural Gas Vehicle Delivery Service — Rate CNG-1

1. Availability

   To any Customer operating a commercial motor vehicle fueling operation that sells Gas as an energy source for the propulsion of motor vehicles through facilities owned by the Company and paid for, in whole or in part, from the universal service fund pursuant to O.C.G.A. § 46-4-161 where the Gas is first delivered by the Company into equipment to compress the Gas for the Customer, and, further, who contracts in writing for service under this schedule, provided that the Company has Gas delivery capacity in excess of the then existing requirements of other Customers. The Company may establish minimum levels of annual consumption as a condition of service.

2. Rate

   21 Delivery Rate

   The delivery rate for a commercial customer which sells compressed natural gas to fuel motor vehicles to the public shall be consistent with all applicable charges as set forth in the General Gas Delivery Service. The Customer shall pay 1/12 of the annual charges per month.

   22 Operations and Maintenance Charge

   The Company will collect an Operations and Maintenance (O&M) Charge for the use of the CNG Equipment at each CNG Station as a pass through charge. The O&M charge shall be based on estimated or actual costs for labor, recommended maintenance, repairs and the cost of electricity to operate the CNG Equipment during the upcoming period and shall be billed as a flat monthly fee, trued-up at least annually, to collect all actual expenses incurred over the previous period.

   23 Equipment Usage Fee (EUF)

   The EUF will be an annual fee calculated based on ten (10%) percent of the actual cost of the CNG Equipment, billed in 12 equal monthly installments, and adjusted based on the capacity utilization of each station for the current period, further adjusted to reflect the actual capital contribution invested by the Customer in the CNG Equipment.

Special Natural Gas Vehicle Delivery Service (continued) **Rate CNG-1**

The annual EUF for each station will be calculated as follows: EUF = CNG Equipment Cost x 10% x UP x (1 – CIP)

CNG Equipment Cost shall be defined as the total installed cost of CNG Equipment.

UP shall be defined as Utilization Percentage, determined by the average daily usage in the last meter reading cycle divided by the daily capacity of the CNG Equipment, where daily capacity is the delivery capacity over an 8 hour day.

CIP shall be defined as Customer Investment Percentage, determined by dividing the Approved Project Applicant's payment towards the CNG Equipment by the total CNG Equipment cost.

3. Minimum Monthly Bill

The minimum monthly bill shall be the sum of 1/12 of the following charges: Annual Customer Charge, Dedicated Design Day Annual Capacity Charge, STRIDE Surcharge, Annual Peaking Service Charge and Annual Meter Reading Charge, and the Equipment Usage Fee, plus the full monthly O&M Charge as determined in the service agreement.

4. Additional Terms and Provisions

Service under this schedule is subject to the Tariff, including the Terms of Service and Rules and Regulations of the Company, as filed with and approved by the Commission from time to time, as well as all future Riders and tariff provisions made applicable to service under this schedule by the Commission from time to time, including without limitation, the Load Control Provisions.

ATLANTA GAS LIGHT COMPANY

PART III

RULES AND REGULATIONS

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Rule 1 - General

Company shall furnish service under the provisions of its Tariff, including without limitations, its Terms of Service, Rate Schedules, Rules and Regulations as on file with the Commission and in effect from time to time. These Rules and Regulations shall govern all service, except that any inconsistent terms and conditions set forth in Rate Schedules or written contracts shall prevail. Copies of currently effective provisions of the Tariff are available at the offices of the Company.

Any person accepting Gas Service, whether from the Company directly or from a Pooler or Marketer through the use of the Company's facilities, and whether by formal application or otherwise, shall be bound by the provisions of the Tariff, including these Rules and Regulation.

All rates set forth in the Rate Schedules or contracts of the Company are maximum rates. The Company may charge less than such maximum rates when in the reasonable judgment of the Company, a lesser rate is necessary to retain an existing level of Gas Service, or new Gas Service through the use of the Company's facilities, provided, however, that any such lesser rate shall not be lower than the Company's marginal cost of furnishing the Gas Service subject to such lesser rate. The Company shall not be required to make any such lesser rate available to any other Person unless in the reasonable judgment of the Company such lesser rate is necessary to retain an existing level of Gas Service, or new Gas Service, through the use of the Company's facilities. The Company shall file all rates pursuant to this provision with the Commission.

Unless otherwise provided in any applicable Rate Schedule or contract, the terms of any agreement shall become operative on the day that the facilities of the Company installed to serve a Customer are completed and the Company is ready to provide service requested by the Applicant and such contract shall be for a term of one year and renewed from term to term of like duration thereafter unless written notice of cancellation is given by either party to the other at least thirty (30) days prior to the expiration of the contract or any renewal thereof.

The contract under which service is rendered by the Company to the Customer is exclusive and individual. The Customer may not assign a contract without written consent of the Company. Except as provided in paragraph 3.6 entitled General Terms and Conditions included herein, no Gas shall be resold by a Retail Customer.

A Customer shall not extend service from one location to another by crossing rights-of-way or public streets, roads, alleys or property owned by others.

Company reserves the right to modify or amend these Rules and Regulations and to make new Rules and Regulations at any time and, from time to time, subject to the approval of the Commission.

Rule 1 – General (continued)

To be eligible to be a Customer of the Company with respect to particular Premises, a Person must be a Party in Possession thereof. Liability for arrearages for gas service at particular Premises and the options, rights, and privileges of the Company provided in these Rules and Regulations, with respect to, or by reason of, any such arrearages, cannot be avoided or circumvented by another Person's becoming or seeking to become the Customer of the Company at such Premises when there has been no substantial change in the identity of the Person who is the Party in Possession with respect to such Premises.

Rule 2 - Definitions

When used within these Rules and Regulations, the following terms shall have the meanings defined below:

1. **Approach Main** – main constructed outside the property boundaries of the development or Premises of the Applicant for which Gas Service isprovided.

2. **Customer Piping** – all piping and fittings between the outlet side of the last meter or regulator of the Company used in furnishing service to the user and the Gas-consuming appliances of the user, provided, however, in certain circumstances the Company may own CNG Equipment downstream of the meter as provided for in the definition of CNG Equipment. In such circumstances, Customer Piping begins downstream of the last piece of CNG Equipment owned by the Company.

3. **Gas Consumption Bulletin** – a bulletin showing the estimated design day gas requirements of various Gas appliances for Residential Service as determined from time to time by the Company and as filed with the Commission.

4. **Master Metering Arrangement** – A metering arrangement whereby all of the Gas delivered to two or more separate Residences or businesses on the same Premises is metered at a single metering point.

5. **Metering Equipment** – All piping, fittings, meters and equipment necessary to meter a Gas Service.

6. **Party in Possession** – a Person having, with respect to particular Premises either a real property interest, including a leasehold or a tenancy, together, in either case, with a current right of possession, which right of possession when that of a lessor or landlord may be subject to the rights of lessees or tenants.

7. **Project Main** – main constructed within the property boundaries of the development or Premises of the Applicant for which Gas Service isprovided.

8. **Service Line** – All piping and appurtenances between the Company's main and the inlet side of the Metering Equipment, except where a Master Metering Arrangement is employed. Where a Master Metering Arrangement is employed, the Service Line consists of all piping and appurtenances between the Company's main and the inlet side of each regulator or meter of the Company but does not extend beyond the exterior wall of the structure receiving Gas.

9. **CNG Equipment** – As determined by the Company, all devices, equipment and supporting components owned by the Company and necessary for the Company to provide CNG Service to a CNG Retailer. For purposes of the AGL CNG Program, the Company shall determine the capacity and operational features of

Rule 2 – Definitions (continued)

the CNG Equipment, which, at a minimum, shall include: post-meter piping, dryer, compressor(s), controls, and storage vessels, along with all devices, equipment and supporting components necessary to maintain and operate the CNG Equipment.

10. **CNG Infrastructure** – As determined by the Company, all devices, equipment and supporting components necessary to be installed at a CNG Station to convert Gas to CNG and deliver CNG to be utilized as an energy source for the propulsion of motor vehicles, including without limitation service lines, dryer, compressor(s), controls, storage vessels, dispensers and card readers, together with all piping and supporting components, whether owned by the Company or the CNG Retailer.

Rule 3 - Applications for Service

Applicants for Gas Service shall request the type of service they desire from the Company. The Company may require such application to be in writing and on a standard form provided by the Company.

When the application is accepted by the Company, it constitutes a contract that becomes operative on the day the Company has either completed the facilities required and is ready to provide gas service to the applicant or has notified the applicant of an effective date of Gas Service.

The application or any deposit by the Applicant shall not require the Company to render service until the expiration of such time as may be reasonably required by Company to determine if the Applicant has complied with the provisions of the Tariff and to install the appropriate service facilities.

An application for service at a Premise shall be made by or on behalf of the Party in Possession of the Premises to be served. The Company shall have the right to require the Applicant to furnish documentation reasonably satisfactory to the Company establishing that the Applicant is the Party in Possession of the Premises to be served, or that the Applicant is authorized in writing to act on behalf of and bind a person who is the Party in Possession of such Premises. Such documentation shall be supplied to the Company within two weeks following the Company's request therefor.

The Company shall have the right to require the person who is the Party in Possession of the Premises to be served to agree in writing to become the Customer of the Company and to become liable and responsible for all charges and obligations under the Company's Tariff relating to Gas Service to such Premises. Such agreement shall be furnished to the Company within two weeks following the Company's request therefor.

By initiating service to particular Premises, the Company shall not waive or be deemed to have waived any of the options, rights or privileges of the Company, or any obligations of Customers or Applicants for service, provided for in the Company's Tariff.

B. Refusal of Service

The Company retains the right to refuse service to an Applicant:

4. If any requirement set forth in the Tariff has not been complied with.

5. If the Applicant is in arrears to the Company for past service rendered at any location whatsoever and refuses to make arrangements satisfactory to Company for the payment of such arrears.

Rule 3 – Applications for Service (continued)

3. If, in the opinion of Company, the Applicant is acting in the stead of, or for the direct or indirect benefit of, a former or current Customer whose account is in arrears.

4. If the Applicant, or some former Customer in whose stead or for whose benefit he is acting, has had his service discontinued for cause.

5. If the Applicant has not paid the amount of the excess cost of service facilities for which the Applicant is liable.

6. If the Applicant, not having joined others in the securing of service under a presently effective extension agreement when the Applicant was eligible to do so, refuses to pay to the Company what would have been the Applicant's pro-rata share of the cost assumed by the parties to that agreement.

7. If the Company does not in its opinion have adequate facilities for properly serving the Applicant.

8. If the Company in its judgment concludes that the character of the service required by the Applicant might adversely affect the service to established Customers.

9. If the Company has reason to believe that use of the service is intended for a purpose prohibited by law.

10. If the Applicant is a tenant on Premises formerly occupied by another who is in arrears with the Company, and there is evidence of conspiracy between the Applicant and the prior tenant to avoid payment of the arrearage of the prior tenant.

C. Basic Delivery Pressure and Exceptions

The Company is not obligated to deliver Gas at a pressure in excess of the pressure available from its distribution system or in excess of four ounces or 0.25 PSIG. The Company may, at its sole option, contract to deliver Gas to a particular Customer at a higher pressure without a pressure charge if each of the following conditions is met:

1. Such pressure exists in the lines of the Company used to serve the Customer by reason of the pressure at which the Gas is supplied to the Company by its pipeline supplier;

2. It is not necessary for the Company to install any additional facilities in order to maintain such pressure; and,

Rule 3 – Applications for Service (continued)

3. In the opinion of the Company, such pressure can be delivered to the particular Customer without adversely affecting service by the Company to other Customers provided that such contract is in writing, and further provided that if the Company deems the same appropriate under the circumstances, the Company is authorized in such contract to reserve the right, upon not less than 90 days written notice to the Customer, to reduce such pressure to the basic delivery pressure.

If each of the foregoing conditions to the delivery of Gas at a pressure in excess of 0.25 PSIG without a pressure charge is not met, the Company may, at its sole option, agree to deliver Gas at a pressure in excess of such level to a particular Customer requesting the same.

C. Gas Service Contracts

Each Applicant for service under a rate of the Company requiring a written contract shall execute the appropriate contract of the Company as a condition precedent to obtaining such service.

Such contract forms as they are now or hereafter on file with and under the jurisdiction of the Commission are a part of these Rules and Regulations.

The Company may require a written contract with special guarantees satisfactory to the Company from Applicants with unusual load characteristics or requirements for service of a special nature.

Rule 4 - Election of Rate Schedules

Upon application for service, Applicant shall elect the Rate Schedule that Applicant deems best suited for the requirements of the Applicant.

Optional rates are available for certain types of service. Such optional rates and the conditions under which they are applicable are set forth in the Tariff of the Company. The Company will, upon request from Applicant, explain the optional rate schedules available to the Applicant. The choice of such rate schedules, however, lies with the Applicant or Customer.

Upon receipt of written notification from a Customer of any material change in the installation or load condition of the Customer, Company will, if requested to do so, assist in determining if a change in rates is desirable, but shall not be required to make more than one such change in rates within any 12-month period.

The Company has no obligation to notify a Customer of the most favorable Rate Schedule and shall not be required to refund any difference in charges under the Rate Schedule elected by the Customer and those under a different Rate Schedule.

Rule 5 - Deposits

Unless otherwise provided in the Tariff, the policy of the Company is not to require a deposit from a new, prior or existing Residential Customer.

Without limiting other provisions of the Tariff relating to deposits of security, the Company may require deposits from Poolers and Retail Customers receiving Commercial Service or Industrial Service whose credit has not been established or whose credit is, or becomes, unsatisfactory.

In the event a Pooler or Retail Customer uses cash to meet their security deposit requirements, deposits shall bear the Federal Funds Target Rate, Midpoint of Range updated at the beginning of each month, as specified by the Commission; and such interest shall be payable at the time that the deposit is refunded to the depositor. Deposits shall cease to bear interest upon refund of the deposit, either by credit to the Customer's account, or otherwise, or upon discontinuance of service.

Retention by Company prior to final settlement of a deposit shall not be considered as a payment or part payment of any bill for service. Company may, however, apply a deposit against unpaid bills for service; in such case, the Pooler or Retail Customer will be required to reestablish a deposit in an amount satisfactory to the Company.

Upon discontinuance of service, the Company shall have a reasonable time in which to ascertain that the obligations of the Customer have been fully performed before being required to return a deposit. Upon final discontinuance of use of the service and full settlement of all bills by the Customer, any deposit with accrued interest not previously refunded, if any, will be returned to the Pooler or Retail Customer, or the deposit may be applied to the payment of any unpaid accounts of the Pooler or Retail Customer and the balance, if any, returned to the Pooler or Retail Customer.

No assignment of any deposit shall be valid or bind the Company without the written consent of the Company.

Rule 6 - Customer's Installation

Applicant shall make or procure satisfactory conveyance to the Company of all easements and rights-of-way, including right of convenient access to Company's property, that the Company deems appropriate for furnishing adequate and continuous service, or for the removal of the Company's property upon termination of service.

Customer will provide an adequate, safe and sound installation necessary to utilize service provided by the Company in conformity with any applicable code, where such is in effect or with standards sponsored from time to time by the American Gas Association where no code exists. Customer shall maintain piping and appliances in such good repair as to make practicable the rendition of safe and satisfactory service.

Company shall not be required to begin service until Customer has obtained all permits, licenses, or inspections of his facilities required by any governmental authority.

Customer Piping belongs to and is the responsibility of the Customer and shall be maintained at the Customer's expense. The Company reserves the right, but has no obligation, to install, relocate, and perform other work on Customer Piping incidental to the delivery of natural gas to the premises, either by itself or through a third-party contractor, and either at the Company's expense or the Customer's expense, at the request of the Customer, by agreement with the Customer, or to remedy a safety condition. The Company is not responsible for damages resulting from its work on any Customer Piping absent willful or gross negligence on the Company's part. Customer Piping shall remain the property and responsibility of the Customer even in the event that the Company or any other entity performs work on Customer Piping. Customer Piping shall be connected to the service line in a manner satisfactory to the Company.

The Company reserves the right, but has no obligation, to inspect the installation of all piping and equipment of Customer to utilize the Company's service and to refuse service whenever the Company deems such piping and equipment unsatisfactory. Such inspection or failure to make inspection, or the connection of the Company's facilities to any such Customer installation or equipment, shall not make the Company liable for any loss or damage that may be occasioned by the use of such installation or equipment of the Customer or by service by the Company to such installation or equipment of the Customer.

Any personal property acquired by the Customer under any promotional program of the Company shall be the property of the Customer and shall be owned, maintained and operated by the Customer.

Rule 7 - Residential Main and Service Extension

Service lines and distribution mains necessary to furnish permanent service to applicants for Residential Service within established service areas of the Company will be constructed by the Company in accordance with the following provisions:

A. General

The Company will construct, own, operate and maintain gas distribution mains generally along public streets, roads and highways which the Company has the legal right to occupy and, at the Company's election, on public lands and private property across which rights-of-way satisfactory to the Company may be obtained without cost to the Company.

The Company will construct, own, operate and maintain a Service Line of suitable capacity from its distribution main to the curb or right-of-way line of a public street, highway, road or alley upon which the residential structure to be served faces and abuts. Where a master metering arrangement is employed, the Service Line shall consist of all piping and appurtenances between Company's main and the inlet side of each regulator or meter of the Company but shall not extend beyond the exterior wall of the structure receiving gas. Mains and Service Lines will be provided pursuant to the following provisions:

B. Extension of Main and Service

Subject to the limitations in C below, the Company shall provide up to the first 125 feet of Main and/or Service Line extension as well as Metering Equipment and Regulating Equipment to each Applicant's Billing Unit at no cost to the Applicant. These 125 feet of Main and/or Service Line and Metering Equipment are in addition to the Allowable Investment as provided below:

1. Calculation of Allowable Investment

(a) The allowable investment in metering and regulating equipment, main and Service Line to be made by the Company without contribution or payment by the Applicant shall not exceed the estimated annual revenues from the extension divided by the levelized annual carrying charge rate applicable to the investment.

(b) The levelized annual carrying charge rate shall be calculated by using the weighted average cost of capital as determined by the Commission in the Company's last rate proceeding adjusted for taxes and depreciation required to recover the Company's investment over the expected

Rule 7 – Residential Main and Service Extension (continued)

useful life of the Service Line. These costs will be discounted at the Company's after-tax rate of return.

(c) The Allowable Investment in Main and Service Line shall be based on be based on system-wide average costs for Mains and Service Lines, as filed by the Company with the Commission from time to time.

(d) The Applicant's Estimated Annual Revenues shall be determined by estimating the Dedicated Design Day Capacity plus the customer charge.

2. Contribution by Applicant

In the event that the Allowable Investment is not sufficient to cover the cost of the Main and Service Line required in the extension, the Applicant shall pay the excess costs.

(a) The allowable investment shall be applied in the following order to the equipment and facilities required in the extension: metering and regulating equipment; Service Line; Project Main; and Approach Main.

(b) In the event that the allowable investment is not sufficient to cover the cost of the equipment and facilities required in the extension, the Applicant will be required to pay the excess costs.

3. Length and Location

(a) The length of main required for a main extension or the length of Service Line will be considered as the distance along the shortest practical route, as determined by the Company, from the Company's nearest distribution main, capable in the opinion of the Company of properly supplying the Applicant. Irrespective of the total allowable investment, the Company shall not be required to extend a main or Service Line a greater distance than necessary in the judgment of the Company to serve an Applicant.

(b) The Service Line shall be of the size and type required to supply the principal requirements of the Premises served, and shall extend from the curb to the first reasonably acceptable meter location as determined by the Company.

Rule 7 – Residential Main and Service Extension (continued)

(c) The Company reserves the right to designate the locations and specifications for the main taps, service lines, curb cocks, meters and regulators and to determine the amount of space that must be left unobstructed for the installation and maintenance thereof. Applicant may request an alteration of such designation and, if consented to by the Company, the cost of such revised designation in excess of the cost of the original Company design shall be borne by the Applicant, regardless of whether the length of Service Line laid as requested by Applicant comes within the allowable investment provided in this rule. Further, the Company may require Applicant to provide power to the location of such metering facilities.

4. Extensions Beyond the First 125 Feet of Main and Service Line

(a) Payment Provisions

The Applicant shall pay to the Company the excess cost of the extension beyond the first 125 feet of Main and Service Line, Metering and Regulating Equipment, and the Allowable Investment.

(b) Adjustment of Allowable Investment and Payments

(i) A survey will be made by the Company within one year after service is commenced pursuant to the application and in any event within three years after the date of completion of the Main and Service Line extension to determine the Dedicated Design Day Capacity of the premises served by the extension.

(ii) If, based on the Dedicated Design Day Capacity calculation, there is a lesser Allowable Investment than that originally granted and a payment is required in addition to any prior payment by the Applicant, such additional payment shall be paid by the Applicant.

(iii) The Company may grant a reasonable extension of time for the Applicant to install the appliances or equipment necessary to meet the estimated Dedicated Design Day Capacity, provided that the failure to meet the estimated Dedicated Design Day Capacity was due to reasons beyond the control of the Applicant.

Rule 7 – Residential Main and Service Extension (continued)

(c) Refunds of Payments

A portion of an Applicant's payment may be refunded where one or more additional Customers connect to a Main extension that initially required a customer payment under the following:

(i) Calculation of refunds

First, the original Applicant made a payment to the Company for the original main to establish service.

Second, the original Applicant will receive a credit if an additional Customer establishes service on the original Main.

Third, the calculation of the original Applicant's refund, if any, is the excess to the Allowable Investment attributed to the additional Customer taking service that is greater than the cost to establish the additional Customer.

(ii) The Service Line for each additional customer shall be directly connected to the main extension and no further extension of main is required.

(iii) The amount of such refund to the party or parties who made the initial advance shall not exceed the excess Allowable Investment.

(iv) When two or more parties make a joint advance on the same extension, any amounts refunded will be distributed to the parties in the same proportion as the original contribution.

(v) No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted for from the date the Company is first ready to render service from the extension. Any unrefunded amount at the end of the period will become the property of the Company.

Rule 7 – Residential Main and Service Extension (continued)

(vi) Any additional Main to be connected in any manner to Main already laid or to a Main provided for under an existing agreement for main extension, as provided for in the rule, shall be considered a new Main extension, and no refund or repayment of any kind with respect to such new Main or any Customer to be served from or through such new Main shall be made to any customer who made an advance for the installation of the Main already laid or for the main provided for under such existing agreement.

(vii) Refunds will be made for funds advanced through the Universal Service Fund if the Commission designates at the time of approval of an application that the specific facts of the application so warrant. Refunds will also be made for funds advanced through the Universal Service Fund for any application which was approved prior to the effective date of this revised provision and which has been designated as appropriate for such refunds by the Commission on or before November 18, 2003.

(d) One Service Line for a Single Premise

The Company will not install more than one Service Line to supply the Premises of an individual Applicant unless for the convenience of the Company or an Applicant requests an additional Service Line and, in the judgment of the Company, an unreasonable burden would be placed on the Applicant if the additional Service Line were not installed. When an additional Service Line is installed under these conditions at the Applicant's request, the Applicant shall pay for the entire length of said additional Service Line, Metering Equipment and Regulating Equipment.

Rule 7 – Residential Main and Service Extension (continued)

(e) Relocation of Service

If in the Company's judgement, relocation of its facilities becomes necessary because of an identified existing pipeline safety condition caused by construction at a residential premises, the Company will relocate its meter, regulator and service line facilities to the extent deemed feasible by the Company at its expense.

If in the Company's judgement, relocation of its facilities becomes necessary (i) in light of proposed new construction at a residential premises, or (ii) when a residential customer requests relocation solely for their convenience, or (iii) where the Company's facilities at a residential customer's premises are located in an easement, lease, license, encroachment or equivalent property interest that was granted to the Company in writing, the Company will make such relocation, to the extent deemed feasible by the Company, at the Customer's expense.

(i) Except as provided otherwise in the Tariff, when in the judgment of the Company the relocation of a Service Line, including Metering and Regulating Equipment, is necessary to maintain adequate service to a Customer's existing needs or for the operating convenience of the Company, the Company shall relocate the same at its expense.

Rule 7 – Residential Main and Service Extension (continued)

C. Limitations

1. The first 125 feet of Main and Service Line, Metering and Regulating Equipment, all the Allowable Investment shall not be made by the Company for Auxiliary or Incidental Uses of Gas.

2. The Company shall not be required to provide any connection to the Company's system where such connection may have an adverse impact on existing Customers unless the Commission has prescribed a tariff provision designed to eliminate such adverse impact on existing Customers.

D. Special Conditions

1. Contracts

Before the start of design or construction, the Applicant will be required to execute a contract covering the terms under which the Company will install Mains and Service Lines in accordance with the provisions of these Rules and Regulations. The contract will provide that the Applicant will install, commence using in a bona fide manner within six months after the date of the completion of the extension and continue to so use for a period of five years, those appliances and items on which the Company's allowable investment is based. Such contract will also provide that if the Applicant fails to meet the Dedicated Design Day Capacity, the Company may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's residential Main and Service extension rules in effect at the time the extension was made as if service had been requested on the basis of the actual appliances and equipment installed and utilized. If the Applicant is a developer or builder, the Applicant will install all the appliances or equipment on which the extension was based within three years of completion of the total project or shall pay the Company accordingly.

In the event that extraordinary circumstances require some departure from the strict compliance of the terms and conditions, then the terms of the contract shall prevail. Additionally, the contract shall provide that if the Applicant fails to take service or terminates the contract, the Applicant will be required to reimburse the Company and any other sources of funds, including but not limited to the Universal Service Fund, for 100% of costs expended from the time the contract is executed until the time the Applicant terminates the contract or does not take service.

Rule 7 – Residential Main and Service Extension (continued)

2. Periodic Review

The Company will as soon as practicable after the close of each of its fiscal years review its costs of construction of Mains, Service Lines, and Metering, and file with the Commission the unit charges for such facilities.

3. Extension for Temporary Service

Extension for temporary service or for operations, which in the Company's opinion are of a questionable permanence, will not be made under this Rule, but will be made in accordance with the Rule pertaining to temporary service.

4. Service From High Pressure Mains

Service shall be provided from a normal distribution facility of the Company. The Company reserves the right, at its sole option, to refuse to

extend facilities from any of its lines operating at pressures in excess of 125 PSIG.

5. Title to Facilities

Legal and equitable title to all Mains, Service Lines, and Metering and Regulating Equipment installed by the Company upon which an advance, contribution, or other payment has been made, shall be and remain in the Company, and the Company shall have the right without the consent of, or any refund to, any party who made such advance, contribution, or other payment:

(a) To extend the gas Main or connect additional gas Mains to any part of it.

(b) To serve new additional Customers at any time through service connections attached to such Main or to extended or connected gas Mains.

6. Exceptional Cases

In unusual circumstances when the application of this Rule appears impractical or unjust to either party, the Company or the Applicant may refer the matter to the Commission for special ruling thereon prior to commencing construction.

Rule 7 – Residential Main and Service Extension (continued)

7. Dispute Resolution

In the event that a dispute arises between the Company and a party seeking a line extension from the Company under the provisions of this Rule, the Company or the party may seek an expedited review of the dispute from the Staff of the Commission. Said review shall be completed within 30 days of a written request for such review and shall be limited to a review of the proposed line extension and whether the Company's position regarding said extension is in compliance with Rule 7. At the end of its review, the Staff shall issue a written nonbinding opinion as to whether the Company's position in the dispute is in compliance with Rule 7. If the issuance of the Staff's opinion does not resolve the dispute to the satisfaction of the Company or the party seeking a line extension, the Company or such party may petition the Commission to resolve the dispute.

Rule 8 - Nonresidential Main and Service Extension

Service Lines and distribution mains necessary to furnish permanent service to Applicants for Nonresidential Service within established service areas of the Company will be constructed by the Company in accordance with the following provisions:

A. General

The Company will construct, own, operate and maintain gas distribution mains generally along public streets, roads and highways that the Company has the legal right to occupy and, at the Company's election, on public lands and private property across which rights-of-way satisfactory to the Company may be obtained without cost to the Company.

The Company will construct, own, operate and maintain a Service Line of suitable capacity from its distribution main to the Premises of the Applicant. All such main and service facilities will be provided pursuant to the following provisions.

B. Extension of Main and Service

Subject to the limitations in C below, the Company shall provide up to the first 125 feet of Main and/or Service Line extension as well as Metering Equipment and Regulating Equipment to each Applicant’s Billing Unit at no cost to the Applicant. These 125 feet of Main and/or Service Line and Metering Equipment and Regulating Equipment are in addition to the Allowable Investment as provided below:

1. Calculation of Allowable Investment

(a) The Allowable Investment in Main and Service Line, excluding Metering and Regulating Equipment, to be made by the Company without contribution or payment by the Applicant shall not exceed the Estimated Annual Revenues from the extension divided by the levelized annual carrying charge rate applicable to the investment.

(b) The levelized annual carrying charge rate shall be calculated by using the weighted average cost of capital as determined by the Commission in the Company's last rate proceeding adjusted for taxes and depreciation required to recover the Company's investment over the expected useful life of the Service Line. These costs will be discounted at the Company's after-tax rate of return.

(c) The Allowable Investments in Mains and Service Lines shall be based upon engineering cost estimates.

Rule 8 - Nonresidential Main and Service Extension (continued)

(d) The Applicant's Estimated Annual Revenues shall be determined by estimating the Dedicated Design Day Capacity plus the customer charge.

2. Contribution by Applicant

In the event that the Allowable Investment beyond the first 125 feet of Main and Service is not sufficient to cover the cost of the extension, the Applicant shall pay the excess costs.

3. Length and Location

(a) The length of Main required for a Main extension or the length of Service Line will be considered as the distance along the shortest practical route, as determined by the Company, from the Company's nearest distribution main, capable in the opinion of the Company of properly supplying the Applicant. Irrespective of the total Allowable Investment, the Company shall not be required to extend a Main or Service Line a greater distance than necessary in the judgment of the Company to serve an Applicant.

(b) The Service Line shall be of the size and type required to supply the principal requirements of the Premises served, and shall extend from the Company's Main to the first reasonable acceptable meter location as determined by the Company.

(c) Company reserves the right to designate the locations and specifications for the main taps, service lines, curb cocks, meters and regulators and to determine the amount of space that must be left unobstructed for the installation and maintenance thereof. Applicant may request an alteration of such designation and, if consented to by the Company, the cost of such revised designation in excess of the cost of the original Company design shall be borne by the Applicant regardless of whether the length of service line laid as requested by Applicant comes within the allowable investment provided in this Rule. Further, the Company may require Applicant to provide both power and phone lines to the location of such metering facilities.

Rule 8 - Nonresidential Main and Service Extension (continued)

4. Extensions Beyond the First 125 Feet of Main and Service Line Length

(a) Payment Provisions

The Applicant shall pay to the company the excess cost of the extension beyond the first 125 feet of Main and Service Line,

Metering and Regulating Equipment beyond the Allowable Investment.

(b) Adjustment of Allowable Investment and Payments

(i) Within one year after service is commenced to a Customer, the Company will determine if the Estimated Annual Revenues determined in accordance with Section B (1) (d) above have been achieved.

(ii) If, based upon the above determination, there is a lesser Allowable Investment than that originally granted, and a payment is required in addition to the prior payment by the Applicant, if any, such additional shall be paid by the Applicant.

(c) Refunds of Payments

A portion of an Applicant's payment may be refunded where one or more additional Customers connect to a Main extension that initially required a customer payment under the following:

(i) First, the original Applicant made a payment to the Company for the original Main to establish service.

Second, the original Applicant will received a credit if an additional Customer establishes service on the original Main.

Third, the calculation of the original Applicant's refund, if any, is the excess to the Allowable Investment attributed to the additional Customer taking service that is greater than the cost to establish service to the additional Customer.

(ii) The Service Line for each additional customer shall be directly connected to the Main extension and no further extension of Main is required.

Rule 8 - Nonresidential Main and Service Extension (continued)

(iii) The amount of such refund to the party or parties who made the initial advance shall not exceed the excess Allowable Investment.

(iv) When two or more parties make a joint advance on the same extension, any amounts refunded will be distributed to the parties in the same proportion as the original contribution.

(v) No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted for from the date the Company is first ready to render service from the extension. Any unrefunded amount at the end of the period will become the property of the Company.

(vi) Any additional Main to be connected in any manner to Main already laid or to a Main provided for under an existing agreement for Main extension, as provided for in the rule, shall be considered a new Main extension, and no refund or repayment of any kind with respect to such new Main or any Customer to be served from or through such new Main shall be made to any customer who made an advance for the installation of the Main already laid or for the main provided for under such existing agreement.

(vii) Refunds will be made for funds advanced through the Universal Service Fund if the Commission designates at the time of approval of an application that the specific facts of the application so warrant. Refunds will also be made for funds advanced through the Universal Service Fund for any application which was approved prior to the effective date of this revised provision and which has been designated as appropriate for such refunds by the Commission on or before November 18, 2003.

(d) One Service Line for a Single Premise

The Company will not install more than one Service Line to supply the Premises of an individual Customer unless for the convenience of the Company or an Applicant requests an additional Service Line and, in the judgment of the Company, an unreasonable burden

would be placed on the Applicant if the additional Service Line were not installed. When an additional Service Line is installed under these conditions at the Applicant's request, the Applicant shall pay for the entire length of said additional Service Line, Metering Equipment, and Regulating Equipment at the engineering cost.

(e) Relocation of Service

If in the Company's judgement, relocation of its facilities becomes necessary (i) due to an identified pipeline safety condition caused by the construction or change in operations of a commercial customer, or (ii) in light of proposed new construction at a commercial premises, or (iii) when a commercial customer requests relocation solely for their convenience, or (iv) where the Company's facilities at a commercial customer's premises are located in an easement, lease, license, encroachment or equivalent property interest that was granted to the Company in writing, the Company will make such relocation, to the extent deemed feasible by the Company, at the Customer's expense.

(i) Except as provided otherwise in the Tariff, in the judgment of the Company the relocation of a Service Line, including Metering and Regulating Equipment, is necessary to maintain adequate service to a Customer's existing needs or for the operating convenience of the Company, the Company shall relocate the same at its expense.

C. Special Conditions

1. Contracts

Before the start of design or construction, the Applicant will be required to execute a contract covering the terms under which the Company will install Mains and Service Lines in accordance with the provisions of these Rules and Regulations. The contract will provide that Applicant will install, commence using in a bona fide manner within six months after the date of the completion of the extension and continue to so use for the period contracted for, the Dedicated Design Day Capacity and under the Rate Schedule on which the Company's Allowable Investment is based. Such contract will also provide that if the Applicant fails to meet the Dedicated Design Day Capacity, the Company may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's non-residential Main and Service Line extension rules in effect at the time the extension was made as if service had been requested on the basis of the actual equipment installed and utilized. Additionally, the contract shall

provide that if the Applicant fails to take service or terminates the contract, the Applicant will be required to reimburse the Company and any other sources of funds, including but not limited to the Universal Service Fund, for 100% of costs expended from the time the contract is executed until the time the Applicant terminates the contract or does not take service.

2. Periodic Review

The Company will as soon as practicable after the close of each of its fiscal years review its costs of construction of Mains, Service Lines and Metering and Regulating Equipment, and file with the Commission the unit charges for such facilities.

3. Extension for Temporary Service

Extension for temporary service or for operations that in Company's opinion are of a questionable permanence will not be made under this Rule, but will be made in accordance with the rule pertaining to temporary service.

4. Service From High Pressure Mains

Service shall be provided from a normal distribution facility of the Company. Company reserves the right, at its sole option, to refuse to extend facilities from any of its lines operating at pressures in excess of 125 PSIG.

5. Title to Facilities

Legal and equitable title to all Mains, Service Lines, and Metering and Regulating Equipment installed by the Company upon which an advanced, contribution, or other payment has been made shall be and remain in the Company, and the Company shall have the right without the consent of, or any refund to any party who made such and advance, contribution or other payment:

(a) To extend the gas Main or connect additional gas Mains to any part of it.

(b) To serve new additional Customers at any time through service connections attached to such Main or to extended or connected gas Mains.

Rule 8 - Nonresidential Main and Service Extension (continued)

6. Exceptional Cases

In unusual circumstances when the application of this Rule appears impractical or unjust to either party, the Company or the Applicant may refer the matter to the Commission for special ruling thereon prior to commencing construction.

7. Dispute Resolution

In the event that a dispute arises between the Company and a party seeking a line extension from the Company under the provisions of this Rule, the Company or the party may seek an expedited review of the dispute from the Staff of the Commission. Said review shall be completed within 60 days of a written request for such review and shall be limited to a review of the proposed line extension and whether the Company's position regarding said extension is in compliance with Rule 8. At the end of the review, the Staff shall issue a written opinion as to whether the Company's position in the dispute is in compliance with Rule 8. If the issuance of the Staff's opinion does not resolve the dispute to the satisfaction of the Company or the party seeking a line extension, the Company or such party may petition the Commission to resolve the dispute.

Rule 9 - Metering

Company will provide each Customer with Metering Equipment appropriate in the judgment of the Company for the particular service to the Customer. At the request of a Pooler, the Company may at its option install alternative metering devices, provided that such devices are approved by the Company for use on its system and the Pooler compensates the Company for the total cost of installing such alternative metering devices.

Company may furnish and install such regulating and flow control equipment and devices as it deems to be in the best interests of the Customer served and of Company's system as a whole. In accordance with applicable law, existing single family residential, multifamily residences and commercial customers not using in excess of one-thousand (1,000) standard cubic feet per hour per service line, may request the Company to install an excess flow valve (EFV) or equivalent equipment, as determined in the Company’s sole discretion, for interrupting the flow of gas. The Customer shall reimburse the Company for the cost of installing an EFV or equivalent equipment when such installation is performed at the request of the Customer.

Before installation and periodically thereafter, at intervals deemed reasonable to the Company, but subject to the direction of the Commission, each meter shall be tested without cost to the Customer, and shall be considered commercially accurate if it measures within two percent (2%) of the gas volume passed through it. After any test, each meter shall be sealed and this seal shall not be broken by any person not expressly authorized by Company to do so.

In addition, upon receipt of written request from the Customer to do so, the Company will make a test as to the accuracy of the metering equipment, subject to the following:

1. Tests will be made in accordance with methods filed with the Commission from time to time. If requested, tests will be performed in the presence of the Customer.

2. If, on test, the meter is within three percent (3%) accurate, the cost of the test shall be paid by the Customer.

3. If, on test, the meter is inaccurate by more than three percent (3%), the test shall be without cost to the Customer.

4. If a meter so tested is found to be more than three percent (3%) in error, either fast or slow, the Company shall recompute the bills by months using the corrected volumes of Gas delivered for the period that the meter was in error, but not more than six months. The appropriate adjustments, either credit or debit, shall be made in the Customer's account, based on such corrected volumes.

Rule 9 - Metering (continued)

5. Loss of Gas or leakage from Customer's installation shall be considered to be consumption by the Customer.

In the event of stoppage or failure of any meter to register properly, Customer will be billed for the estimated consumption of the Customer during such period based upon the Customer’s metered use of Gas in a similar period of like use or on the basis of check meter readings, if available and accurate.

Rule 10 - Billing and Collecting

Generally, each Customer's meter will be read at intervals deemed appropriate by the Company and bills will be rendered periodically in accordance with the terms of the Tariff. Bills will be rendered as soon as practicable after determination of their amount and shall be due and payable as provided in the Tariff. Failure to receive a bill will not entitle Customer to the omission of any charge for nonpayment that might apply.

A separate bill will be rendered for each meter used by a Direct Retail Customer unless, for the convenience of the Company, multiple meters are used for measurement of the same service to the Customer.

Subject to the foregoing, there will be no combining or consolidation of meter readings for establishment of bills to separate Retail Customers on the same Premises or to the same Retail Customer on the same or different Premises or to the same Retail Customer for Service under different Rate Schedules.

Bills to Direct Retail Customers for longer or shorter durations than the billing cycle (generally 27 to 33 days) shall be pro-rated on a daily basis. The Company shall not render to Direct Retail Customers estimated bills for a service subject to volumetric rates for more than two consecutive Months unless it shall have been unable after making a bona fide effort to obtain a special meter reading.

Billing for service subject to volumetric rates in general will be based on meter readings, but such bills will be adjusted to compensate for errors in meter registration, in the reading thereof, or in the application of Rate Schedules to intervals of greater or lesser duration than a month. Such adjustments shall be limited to the Direct Retail Customer last served at the particular location.

In the event of tampering or unauthorized use of Company's facilities, the probable Gas consumption shall be estimated by Company and billed to Customer. If the duration of such tampering or unauthorized use is not known, it shall be presumed conclusively to be six months.

In the event that the Company's bills to a Direct Retail Customer were or are in amounts less than those lawfully due under the applicable Rate Schedule and Tariff provisions because of a mistake on the part of the Company, the Company shall collect the full amounts owed by the Direct Retail Customer for the first six months of such under-billing.

The Company shall waive one-half (1/2) of the remaining amount of such under-billing, if any, which occurred after such six month period if the Company determines in the exercise of reasonable judgment that the Direct Retail Customer did not have knowledge that it was being under-billed and suffered an unfair detriment by relying upon the bills actually rendered by the Company. The Company shall apply this rule in a non-discriminatory manner.

Rule 11 - Responsibilities of the Company and Customer

The Company is granted the permission, right and license to install any facilities necessary to serve a Customer on Premises of, or occupied by, the Customer.

A. Customer's Responsibilities

The Company shall have the right of ingress and egress to the Premises of or occupied by a Customer at all reasonable hours for the purpose of such of the Customer's installation as Company may deem appropriate for the proper application of Company's Tariff; for installing, maintaining, inspecting, removing, testing or replacing its equipment, apparatus, or other property; for reading meters; for accessing and inspecting sewer laterals and septic tanks located on the Customer's Premises; and for the partial or entire removal of the Company's property in event of termination of service to the Customer for any reason. The Company shall have the right to operate or install technology in accordance with this Tariff, including but not limited to satellite imagery, drones, leak detection equipment, methane detection equipment, automatic shut-off valves, and corrosion detection equipment.

All property of the Company installed in or upon Premises of, or occupied by, a Customer is under the Customer's protection. However, the Customer is not expected to provide security to any Company property such as guards, surveillance, enclosures, etc. to protect the Company's property from acts of vandalism or from the general public. When, in the Company's judgement, it is determined that protective material or devices, including but not limited to the installation of bollards or guardrails, are necessary to prevent damage to a new or initial meter set installation, including because of a hazardous condition on the Customer's premises, the Company shall install such protective material or device at the Customer's expense. When it is determined by the Company that protective material or devices are required to prevent damage to existing meters or other existing Company facilities from a hazardous condition, the Company will install such proactive material or device and shall charge the customer in accordance with Rule 7 and Rule 8. All reasonable care shall be exercised by the Customer to prevent loss of or damage to such property and, ordinary wear and tear excepted, the Customer will be liable for any loss, injury or damage thereto, and shall pay to Company the cost of appropriate repairs and replacements for such loss, injury or damage to such property.

Customer will be held responsible for any and all breaking of seals, tampering or interfering with the Company's meter or meters or the equipment or other property of the Company installed on the Customer's Premises, regardless of by whom such breaking, tampering, or interfering is done, and no one except employees or designees of the Company will be allowed by the Customer to make any repairs or adjustments to any piece of apparatus or facility belonging to the Company. In case of any willful, intentional, or unnecessary injury to or interference with the meter or other property of the Company or any connection

Rule 11 – Responsibilities of the Company and Customer (continued)

made to Customer Piping, a Customer's willful interference or refusal to cooperate with the Company's efforts to relocate the Company's facilities or Customer Piping due to an identified safely concern or to install protective material or devices, or in the case of any intentional damage by a customer to Company facilities or installed protective material, the Company shall have the right to discontinue gas service to the premises, including by shutting off the service valve to the meter, disconnecting the service line from the main, and/or removing the Company's facilities from the premises.

B. Company's Responsibilities

The Company will use reasonable diligence in delivering as uniform a supply of Gas as practicable, except where Rate Schedules or contracts provide otherwise; provided, however, the Company may, without any liability whatsoever to a Customer, interrupt service whenever in the opinion of the Company such interruption is necessary or appropriate to make changes, alterations, or repairs to the Company's facilities.

Whenever practicable the Company shall give reasonable notice to the Customer of its intention to do so and shall endeavor to arrange such interruption so as to minimize any inconvenience to the Customer.

Whenever, in the opinion of the Company, an emergency warrants interruption or limitation in the service being rendered, such interruption or limitation shall not constitute a breach of contract, tort or breach of any duty the Company may have to serve a Customer or the public, and shall not render the Company liable for damages suffered thereby or excuse the Customer from further fulfillment of any contract it may have with the Company.

In the event that the Company's delivery of Gas shall be interrupted from causes other than the foregoing, force majeure or for other reasons authorizing interruptions or curtailment specified in the Tariff, and such interruption is due to the negligence of the Company and the Company is liable because thereof, such liability shall be limited to twice the amount that the Retail Customer would have paid for service during the period of such interruption, unless the Company shall expressly agree in writing to a different amount. However, the Company shall not be liable to a Customer for any loss, injury or damages whatsoever resulting from use of the Customer's equipment or from the use of Gas delivered by the Company or from the connection of the Company's facilities with the Customer's equipment or appliances.

The provisions of this Rule are supplemental to the other provisions of the Tariff relating to interruption or curtailment.

In the event that the Company contracts to deliver Gas on an Interruptible basis to a particular Customer at a pressure in excess of 0.25 PSIG pursuant to the

Rule 11 – Responsibilities of the Company and Customer (continued)

provisions of Rule 3 of the Company's Rules, and the Company fails to deliver gas at such higher pressure to the Customer in violation of such contract and the Company becomes liable therefore, the Company's liability shall be limited to twice the amount that the Customer would have paid the Company for the service the Company would have provided had such higher pressure been maintained, provided that the contract between the Company and the Customer contains an express reference to this limitation of liability.

C. General

The Customer assumes full responsibility for the maintenance and operation of, and full liability for, the improper maintenance and operation of the facilities owned and operated by the Customer. The Customer shall indemnify and save harmless the Company from any and all liability to anyone whomsoever arising from damages, expenses, including reasonable attorney's fees, claims, actions, causes of action and lawsuits, including, but not limited to, death of persons and injury to persons and property caused by the Customer's ownership, installation, removal, use, maintenance or repair of, or act in respect of, any machine, equipment, device, facility, appliance, piping and connections, property or Gas. The Company shall have no duties regarding the distribution, control, care or utilization of, or protection in the use of, the Gas beyond the point of its delivery to the Customer, and the Customer hereby assumes such duties in respect to such Gas and agrees to keep the Customer’s machinery, equipment, devices, facilities, appliances, piping and connections, and property in proper working order and in a safe condition for the use of and with Gas.

Rule 12 - Force Majeure

Except for the payment of bills due, neither the Company nor the Customer shall be liable to the other for any act, omission or circumstances occasioned by or in consequence of any act of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government and people, civil disturbances, explosions, errors, failure, breakage or accident to machinery, software, systems or lines of pipe, exhaustion or depletion of the Company’s stocks of peak shaving fuel, freezing of wells or lines of pipe, partial or complete curtailment of deliveries of gas a result of force majeure under the suppliers' contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, and any other causes whether of the kind herein enumerated or otherwise, not within the reasonable control of the Company or its suppliers or the Customer and which by the exercise of due diligence the Company, its suppliers, or the Customer, as the case may be, is unable to prevent or overcome. The settlement of strikes or lockouts shall be entirely within the discretion of the person affected and nothing herein shall require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

Rule 13 - Discontinuance of Service

I. Discontinuance of Service

The Company reserves the right, but has no obligation, to discontinue service to any Customer for cause as follows:

A. Without Notice from the Company

1. If, in the opinion of the Company, a condition exists on or near the Customer's Premises that would make the continuance of Gas Service unsafe.

2. If the Company has reasonable evidence that there is or may be an improper or illegal use of the service or any tampering with the Company's equipment or facilities.

3. Upon request by the Customer, subject to the provisions of any agreement between the Customer and the Company.

4. Upon request of a Pooler, provided, however, that the Pooler represents to the Company that notice has been given to the Customer by the Pooler in accordance with any then existing applicable Commission Rules and provided further, that the Pooler agrees to indemnify and hold harmless the Company from any potential resulting liability.

5. If the Company has reasonable evidence that there is or may be a danger from the Customer or any occupant and/or invitee of the Customer’s Premises to Company personnel or agents who might be called to said Premises in the course of their duties with the Company, including but not limited to any direct or implied threats against the Company or its personnel or agents from said Customer or occupant and/or invitee.

B. After Five Days’ Notice in Writing from the Company

1. For nonpayment when due of any bill for Gas Service or any other charge due to the Company.

Rule 13 – Discontinuance of Service (continued)

2. When a Direct Retail Customer of the Company at a particular Premise is not eligible to be the Customer of the Company at such Premise under the provisions of these Rules and Regulations.

3. For a violation of a provision of the Tariff that has not been remedied or corrected.

4. For failure to pay, within 10 days after billing, the amount of any adjustment to a payment, advance, or contribution to the Company required by Rules 7 or 8.

C. Unless excluded under Section 1.A. of this Rule 13, the Company shall deliver written notice at least five days prior to any discontinuance of service that would result in discontinuance of gas service to tenants of multi- unit premises where the landlord or lessor is responsible for payment for Gas Services. Such notice shall be personally served on at least one adult in each unit or posted conspicuously on said Premises when personal service cannot be made.

Any exercise by the Company of the right to discontinue service shall not limit or abridge the Company's right to pursue any legal or equitable remedy it may have.

II. Disconnection of Service

The Company reserves the right, but has no obligation, to disconnect service to any Customer at the street for cause as follows:

A. There has been gas consumption on an inactive meter that otherwise cannot be contained by accessing the Company’s meter;

B. A meter reading must be performed in the time frame required by state law and actions within the Customer’s control have prevented an actual reading from being done;

C. Damage to the Company’s equipment prevents a cut-off from being achieved at the Customer’s meter;

D. An actual or potentially unsafe condition exists on the Customer’s premise that is within the Customer’s control to address so that the Company may access its equipment; or

E. Any discontinuation of service based on Section I. (A)(5) above.

Rule 14 - Reconnection of Service

When service shall have been discontinued for any of the reasons set forth in the Tariff, the Company shall not be required to restore service until the applicable conditions set forth below have been met by the Customer or the Pooler, as applicable:

A. Where Service was Discontinued Without Notice from the Company pursuant to:

Paragraph I. (A) (1) of Rule 13, the unsafe condition shall be corrected; provided, however, a connection charge shall not be required where, in the opinion of the Company, the Customer acted prudently.

Paragraph I. (A) (2) of Rule 13, all bills for service due Company shall be paid. Paragraph I. (A) (3) of Rule 13, payment of the connection charge shall be sufficient.

Paragraph I. (A) (4) of Rule 13, confirmation is provided, via an electronic paid transaction, to the Company from the Pooler that requested the service be discontinued, stating that the service can be reconnected. Provided however, that this section shall not apply when the customer is requesting distribution and commodity sales service from an approved Pooler different than the Pooler that requested the service be discontinued.

Paragraph I. (A) (5) of Rule 13, the Company has reasonable evidence that neither the Customer nor any occupant and/or invitee of the Customer’s Premises poses a danger to Company personnel or agents who might be called to said Premises in the course of their duties with the Company.

B. Where Service was Discontinued With Notice from the Company pursuant to:

Any one of paragraphs I. (B) (1) through (4) of Rule 13, satisfactory arrangements for the payment of all bills for service then due shall be made.

Paragraphs I. (B) (2) or I. (B) (3) of Rule 13, the violation of these Rules and Regulations shall be remedied or corrected to the satisfaction of the Company.

The reconnection of service under any of the above provisions shall not limit or abridge the Company's right to pursue any legal or equitable remedy it might otherwise have.

Rule 15 - Termination of Service

If a Customer desires to have Gas Service from the Company to the Customer terminated, the Customer shall give notice to the Company at least three days prior to the time that such termination is to become effective.

The provisions of this Rule do not limit, abridge, or remove:

(a) any right the Company or a Customer may have under the notice of cancellation provisions of Rule 1, or

(b) any liability or obligation of the Customer under a contract with the Company.

Rule 16 - Limitations of Supply

The Company reserves the right to limit, restrict or refuse service that would, in the Company's opinion, require unreasonable additions or alterations to its distribution system, storage facilities, contractual arrangements with its pipeline companies, or other service or commodity providers, or that might jeopardize service to existing Customers, or require service outside of the Company’s certificated service areas.

Rule 17 - Temporary of Auxiliary Service

The Company may supply temporary, auxiliary or breakdown service for periods not in excess of two (2) months on such terms, rates, and conditions as the Company and the Customer deem to be reasonable under the circumstances.

Rule 18 - Gas Service to Mobile Home Parks

A. Definitions

For purposes hereof:

1. **Mobile Home** – a portable structure built on a chassis that can be moved or transported from one location to another and is designed to be used as a dwelling for one or more persons when connected to water, sewer and other utilities.

2. **Mobile Home Occupant** – a person occupying a Mobile Home as owner, tenant or lessee.

3. **Mobile Home Park** – any tract or parcel of land used primarily as a site for the permanent parking and occupancy of Mobile Homes.

4. **Mobile Home Park Owner** – the person, firm or corporation who operates a Mobile Home Park as a commercial venture.

5. **Gas Site** – a site in a mobile home park designated for a Mobile Home equipped to use natural Gas.

The Company will construct, own, operate and maintain gas distribution facilities to serve Mobile Home Occupants in Mobile Home Parks upon the terms and conditions hereinafter set forth:

The Mobile Home Park Owner shall enter into a contract with the Company for a minimum term of five years, in form and content reasonably satisfactory to the Company, in which the Mobile Home Park Owner agrees to pay to the Company commencing as of a date specified in the contract and each month thereafter during the existence of the contract the minimum monthly bill specified in the Company's Multi-Family Housing Delivery Service-Optional Rate, as filed from time to time with the Commission, for the number of Mobile Home sites determined by subtracting the number of Gas Sites specified in such contract which had located thereon a Mobile Home occupied by a Mobile Home Occupant who was a Customer of the Company during such Month from the number of Mobile Home sites ascertained by multiplying the appropriate percentage shown in the table below by the total number of Gas Sites specified in such contract.

First through third month	0 percent
Fourth through fifth month	40 percent
Sixth through ninth month	50 percent
Tenth through twelfth month	60 percent

Rule 18 – Gas Service to Mobile Home Parks (continued)

Thirteen months and over	70 percent

B. Allowable Investment by Company

The maximum allowable investment in gas facilities (both outside of and within the Mobile Home Park) shall be determined in accordance with Section B of Rule 7 of these Rules and Regulations, using an economic life factor equal to the term of the contract between the Mobile Home Park Owner and the Company, not, however, in excess of 10 years.

Such allowable investment to serve a Mobile Home Park (as well as the Mobile Homes located therein) shall first be applied to approach facilities located outside the Mobile Home Park, including mains, and any remainder shall be applied to facilities located within the Mobile Home Park, including Service Lines, and metering and regulating equipment.

In the event such allowable investment is not sufficient to cover the total investment required to serve the Mobile Home Park (as well as the Mobile Homes located therein), the Mobile Home Park Owner shall make an advance for construction to the Company in accordance with the provisions of Section B of Rule 7 of these rules and regulations.

ATLANTA GAS LIGHT COMPANY

PART IV

SPECIAL CONTRACTS