

December 31, 2009

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Tennessee Gas Pipeline Company
Docket Nos. RP91-203-076 and RP92-132-064
Motion to Place Tariff Sheets Into Effect

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act ("NGA"), Part 154 of the Regulations of the Federal Energy Regulatory Commission ("Commission"), 18 C.F.R. Part 154, Tennessee Gas Pipeline Company ("Tennessee") hereby files this motion to place the following actual revised tariff sheets to its FERC Gas Tariff, Fifth Revised Volume No. 1 into effect in compliance with Commission order issued November 4, 2009 ("November 4 Order")¹ accepting Tennessee's Offer of Settlement ("Settlement") in the above docketed proceedings:

Thirteenth Revised Sheet No. 407
First Revised Sheet No. 409
Second Revised Sheet No. 411
Sixteenth Revised Sheet No. 412
Sixth Revised Sheet No. 412A
Original Sheet No. 412B

Tennessee respectfully requests an effective date of December 4, 2009 to coincide with the effective date of its Commission accepted Settlement.

Background

On April 13, 2009, Tennessee submitted a Settlement in the above docketed proceedings. The Settlement included an Amendment to Stipulation and Agreement (Amendment) designed to resolve issues regarding Tennessee's over-collected costs under the original Stipulation and Agreement filed with the Commission on May 15,

¹ *Tennessee Gas Pipeline Co.*, 129 FERC ¶61,105 (2009).

1995, related to Tennessee's "PCB/HSL Project as defined therein. On November 4, 2009, the Commission approved the Settlement conditioned on the settling parties revising the "standard of review" and filing actual tariff sheets identical to the *pro forma* tariff sheets included in Tennessee's April 13, 2009 Settlement.

On November 20, 2009, Tennessee filed in compliance with the November 4 Order a modification of Article III, Section C of the Amendment, which incorporated language consistent with the substitute "standard of review" language suggested by the Commission. On December 3, 2009, the Commission accepted Tennessee's modification as complying with the November 4 Order to become effective December 4, 2009, as proposed.

Statement of Nature, Reasons and Basis for Filing

The purpose of this filing is to comply with the Commission's November 4 Order second directive to submit a filing to place into effect Tennessee's actual tariff sheets, which tariff sheets are identical to the *pro forma* tariff sheets included in Tennessee's April 13, 2009 filing.

Tennessee respectfully requests the Commission to approve this motion to place these tariff sheets into effect as of December 4, 2009 to coincide with the approved effective date of the Settlement.

Materials Enclosed

Tennessee states that the following items are included in this filing:

- (1) the instant transmittal letter;
- (2) a paper copy of the revised tariff sheets;
- (3) an electronic version of the revised tariff sheets on a 3 1/2 inch diskette;
and
- (4) a redlined version of the tariff sheets pursuant to 18 C.F.R. § 154.201(a) showing the changes to Tennessee's currently effective tariff sheets;

Service and Correspondence

The undersigned certifies that a copy of this filing has been served electronically pursuant to 18 CFR § 154.208 on Tennessee's customers and affected state regulatory commissions. A paper copy of this filing may only be served if a customer has been

GENERAL TERMS AND CONDITIONS

XXXIV. PCB ADJUSTMENT

The rates and charges for the Affected Rate Schedules shall be subject to a PCB Adjustment effective July 1, 1995 as provided in this Article. This Article, which is intended to implement the provisions of the Stipulation and Agreement filed with the Commission in Tennessee Gas Pipeline Co., Docket Nos. RP91-203 and RP92-132 (Phase II-PCB Issues) on May 15, 1995, as approved by Commission orders dated November 29, 1995 and February 20, 1996 (73 FERC d 61,222 (1995), order on rehearing 74 FERC d 61,174 (1996) and the Amendment to Stipulation and Agreement filed with the Commission in the above-captioned dockets ("Amendment"), hereinafter collectively referred to as "Stipulation", shall be construed in a manner consistent with the Stipulation. In the event of a conflict between the provisions of this Article and the Stipulation, the Stipulation shall control.

1. Definitions

"Eligible Costs" are those costs as defined in the "Stipulation".

"Initial Adjustment Period" is the period commencing on July 1, 1995 and ending on June 30, 2000.

"Recoverable Eligible Costs" equal the following percentages of Transporter's Eligible Costs adjusted to 1992 dollars as described in Section 5.2:

"First Extended Adjustment Period" is the period commencing on July 1, 2000 and ending on June 30, 2002. The applicable sections of this Article XXXIV shall remain in effect throughout the First Extended Adjustment Period.

"Second Extended Adjustment Period" is the period commencing on July 1, 2002 and ending on June 30, 2004. The applicable sections of this Article XXXIV shall remain in effect throughout the Second Extended Adjustment Period.

"Third Extended Adjustment Period" is the period commencing on July 1, 2004 and ending on June 30, 2006. The applicable sections of this Article XXXIV shall remain in effect throughout the Third Extended Adjustment Period.

"Fourth Extended Adjustment Period" is the period commencing on July 1, 2006 and ending on June 30, 2008. The applicable sections of this Article XXXIV shall remain in effect throughout the Fourth Extended Adjustment Period.

"Fifth Extended Adjustment Period" is the period commencing on July 1, 2008 and ending on June 30, 2010. The applicable sections of this Article XXXIV shall remain in effect throughout the Fifth Extended Adjustment Period.

Recovery (%)	Cost Block (\$)
100	0 - 123,000,000
70	123,000,001 - 263,000,000
0	263,000,001 - 283,000,000
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2. Affected Rate Schedules and Rates

The Affected Rate Schedules are FT-A, FT-G, FT-GS, FT-BH, FT-IL, IT, IT-X, PAT, NET, NET-284, FS-MA, IS-MA, T-154. The effective rates for services under the Affected Rate Schedules shall be the applicable Rates After Current Adjustment shown on the Summary of Rates and Charges in Transporter's FERC Gas Tariff, reflecting the applicable PCB Adjustment determined pursuant to this Article. The PCB Adjustment shall be a demand surcharge on Transporter's rates for services under firm Affected Rate Schedules and surcharges on Transporter's rates for service under other Affected Rate Schedules calculated in conformance with the Stipulation.

GENERAL TERMS AND CONDITIONS (continued)

Section 6. The cumulative difference shall reflect monthly carrying charges for each month during the period February 1992 through June 1995 based on the applicable annual interest rate and methodology specified in Section 5.1(c). All amounts shall be adjusted pursuant to Section 5.2.

- 5.1(b) Each month commencing July 1995, the balance in the Recoverable Cost/Revenue Account shall be (i) increased by the amount of Recoverable Eligible Costs paid by Transporter in that month, (ii) reduced by an amount equal to the amount collected by the PCB Adjustments for that month, as adjusted for discounting consistent with Sections 5.3 and 5.4, (iii) reduced by any third party recoveries for that month as specified in Section 6 and (iv) debited (in the event of a debit balance) or credited (in the event of a credit balance) with carrying charges, calculated in accordance with this Section 5.1.
- 5.1(c) All carrying charges shall be computed by using the greater of (i) an annual interest rate of 10% for the period ending on June 30, 2009 and 8% thereafter; or (ii) the then-applicable FERC-prescribed interest rate for pipeline refunds pursuant to Section 154.67(c)(2)(iii)(A), or successor provision, of the Commission's regulations. Carrying charges shall be compounded quarterly and shall reflect adjustments for tax normalization as set forth in Section 5.1(d).
- 5.1(d) The applicable annual carrying charge rate specified in Section 5.1 (c) shall be converted to a monthly carrying charge rate and such monthly rate shall be multiplied by the prior month's ending balance of the Recoverable Cost/Revenue Account adjusted for any applicable deferred income taxes. All income tax timing differences which are the result of differences between the period in which expense or revenue enters into the determination of taxable income and the period in which the expense or revenue enters into the determination of pre-tax book income shall be normalized.
- 5.2 The balances in the Recoverable Cost/Revenue Account shall be computed after first adjusting all cost amounts and revenue (including TPR pursuant to Section 6) amounts (exclusive of carrying charges) to 1992 dollars in the following manner:

$C_{1992} = C_i (I_{1992} / I_i)$, where

C_{1992} = Costs adjusted to 1992 dollars

GENERAL TERMS AND CONDITIONS (continued)

- 5.4 The revenues under Transporter's Rate Schedules IT, IS, IT-X and PAT to be recorded in the Recoverable Cost/Revenue Account shall be computed as prescribed in Section 6 of Transporter's Rate Schedule IT so that recovery of the PCB Adjustment derived pursuant to this Article for each Dth is treated as an addition to the fixed costs allocated to interruptible services.
- 5.5 Not more than 60 days after this Article has been accepted by the Commission, Transporter shall submit to the Customer Liaison Group as defined in the Stipulation a report showing the balance in the Recoverable Cost/Revenue Account. A similar report shall be submitted no later than 60 days following the end of each succeeding 12-month period commencing July 1 during which the PCB Adjustment was effective.
6. Third-Party Recoveries
- 6.1 For purposes of this Article, Third-Party Recoveries ("TPR") shall be recoveries received by Transporter from insurance carriers and other third-parties that indemnify or otherwise compensate Transporter, in whole or in part, for the types of costs covered by the Stipulation. In the event Transporter receives recoveries from a third-party in response to a claim related to both the types of costs covered by the Stipulation and other types of costs, the full amount of such recoveries shall be deemed to be TPR for purposes of this Article.
- 6.2 Transporter, in accordance with Sections 5.1 and 5.2, shall reflect in the Recoverable/Cost Revenue Account 30/77 of each dollar of any TPR received by Transporter in any month until such time as the total TPR received by Transporter equal \$77 million. Transporter shall reflect in the Recoverable Cost/Revenue Account 60 percent of each dollar of TPR in excess of \$77 million received by Transporter.
7. Term
- The PCB Adjustment shall be effective during the Initial Adjustment Period and the First Extended Adjustment Period and shall be extended thereafter in 24-month increments (24-Month Period) as necessary to collect additional costs to eliminate the balance in the Recoverable Cost/Revenue Account calculated in accordance with Section 5, to reflect additional Eligible Costs or to complete refunds, including the payment of Interim Refunds. Within 120 days of the end of the final 24-Month Period Transporter shall, if necessary, refund to each shipper subject to the Stipulation an amount necessary to ensure that Transporter does not recover more than the amounts provided under the Stipulation. Refunds will be made first to shippers that continued to pay the

GENERAL TERMS AND CONDITIONS (continued)

PCB Adjustment in effect after the Initial Adjustment Period until such shippers have recovered all amounts paid pursuant to this Article after the Initial Adjustment Period. Such refunds will be made to individual shippers pro rata, based on the ratio of the amount actually collected under this Article from the shipper after the Initial Adjustment Period, to the total amount collected under this Article after the Initial Adjustment Period. Any additional refunds will be made to all shippers that paid the PCB Adjustment in effect during the Initial Adjustment Period. Such refunds will be made to individual shippers pro rata, based on the ratio of the amount actually collected under this Article from the shipper during the Initial Adjustment Period, to the total amount collected under this Article during such period.

8. Interim Refunds

- 8.1 Notwithstanding the preceding requirements of this Article XXXIV, Transporter shall make Interim Refunds to shippers of \$156.6 million ("Interim Refund Amount"). The Interim Refund Amount is based on Transporter's representation of the balance in the Recoverable Cost/Revenue Account as of December 31, 2008, plus estimated carrying charges through June 30, 2009, net of \$10.0 million to be retained ("Retained Amount") to apply to the shippers' share of additional Eligible Costs.
- 8.2 The Interim Refund Amount shall be paid to shippers in quarterly installments over a three year period amortized at an annual interest rate of 8 percent. The first quarterly installment will be made on July 1, 2009, with subsequent installments paid on the first business day of each calendar quarter thereafter over a three year period ("Interim Refund Period"). The first six quarterly installments shall be fixed at \$9.60 million each, with the balance amortized in six equal quarterly installments such that the annual interest rate on the balance is maintained at 8 percent throughout the three year period, resulting in quarterly installments of \$20.06 million for each of the final six quarters.
- 8.3 The Interim Refund Amount will be allocated to shippers pro rata based on surcharge collections during the PCB Adjustment Period consistent with Section 7 above and as detailed on Exhibit B to the Amendment. Transporter shall remit the Interim Refund Amount via wire transfer in the amounts and to the individual shippers specified on Exhibit B to the Amendment unless otherwise mutually agreed. In the event a shipper has not provided wire transfer information to Transporter, Transporter shall issue shipper's refund at its last known mailing address.
- 8.4 Both the Interim Refund Amount and the remaining balance of the Recoverable Cost/Revenue Account shall be accounted for through the Recoverable Cost/Revenue Account. At any time and from time to time during the term of the Stipulation, Transporter may, without penalty, refund all or any portion of the Interim Refund Amount and/or the Recoverable Cost/Revenue Account to all shippers subject to the Stipulation, and Transporter shall be entitled to re-determine the Interim Refund Amount consistent with Section 8.2.
- 8.5 Transporter shall be entitled to make Interim Refunds earlier than otherwise required to all shippers whose allocated share of the Interim Refund Amount as specified on Exhibit B to the Amendment does not exceed \$10,000. The early distribution of such Interim Refunds shall have no impact on the allocation to other shippers of the remaining Interim Refund Amount or their respective shares of any Additional Eligible Costs as defined in Section 8.6 below.
- 8.6 If at any time during the Interim Refund Period Transporter incurs or is required to recognize in its financial statements, in accordance with Generally Accepted Accounting Principles, Eligible Costs and the customers' share of the Eligible Costs will exceed the Retained Amount of the

GENERAL TERMS AND CONDITIONS (continued)

Recoverable Cost/Revenue Account ("Additional Eligible Costs"), such additional customers' share of Eligible Costs shall first be netted against any remaining Interim Refund Amount balance in equal amounts over the remaining quarterly installments on a pro rata basis to the individual shippers specified on Exhibit B to the Amendment; provided, however, that such amounts withheld from the Interim Refund Amount shall reflect only the share of Additional Eligible Costs properly allocable to shippers still receiving quarterly installments from the Interim Refund Amount. In no event shall the Interim Refund Amount be reduced hereunder to reflect any share of Additional Eligible Costs as a result of the early distribution of Interim Refunds pursuant to the above Section 8.5. Should the remaining balance of the Interim Refund Amount be insufficient to fully offset the Additional Eligible Costs, Transporter shall reinstate the PCB adjustment in a manner consistent with Section 4 above as necessary to provide for recovery of the Additional Eligible Costs.

9. Disputes

All disputes arising under this Article shall be resolved in accordance with the procedures set forth in Article VIII of the Stipulation.

XXXV. RESERVED FOR FUTURE USE

XXXVI. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS

Pursuant to Order No. 587, et al. promulgated by the FERC in Docket No. RM96-1, for NAESB Standards that do not otherwise require implementing tariff provisions, the following NAESB Standards are hereby incorporated, by reference to the NAESB Standard Number and version, into Transporter's FERC Gas Tariff.

NAESB Standards (Version 1.8) 0.2.1, 0.2.2, 0.2.3, 0.3.2, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, 0.4.1, 1.2.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.2(v) and (vi), 1.3.3, 1.3.7, 1.3.15, 1.3.20, 1.3.22, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7, 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.3.1, 2.3.9, 2.3.10, 2.3.12, 2.3.13, 2.3.15, 2.3.20, 2.3.21, 2.3.23, 2.3.27, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.17, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3, 3.4.4, 4.1.16, 4.1.17, 4.1.18, 4.1.19, 4.1.20, 4.1.21, 4.1.22, 4.1.23, 4.1.24, 4.1.25, 4.1.26, 4.1.27, 4.1.28, 4.1.29, 4.1.30, 4.1.31, 4.1.32, 4.1.33, 4.1.34, 4.1.35, 4.1.36, 4.1.37, 4.1.38, 4.1.39, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23

GENERAL TERMS AND CONDITIONS (continued)

4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33,
4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44,
4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54,
4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66,
4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79,
4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90,
4.3.91, 4.3.92, 4.3.93, 5.2.1, 5.2.3, 5.3.10, 5.3.11, 5.3.12, 5.3.17, 5.3.20,
5.3.21, 5.3.22, 5.3.23, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31,
5.3.32, 5.3.33, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42,
5.3.43, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54,
5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5,
5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15,
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10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20,
10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29,
10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38,
10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10,
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GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS (continued)

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- 5.1(d) The applicable annual carrying charge rate specified in Section 5.1 (c) shall be converted to a monthly carrying charge rate and such monthly rate shall be multiplied by the prior month's ending balance of the Recoverable Cost/Revenue Account adjusted for any applicable deferred income taxes. All income tax timing differences which are the result of differences between the period in which expense or revenue enters into the determination of taxable income and the period in which the expense or revenue enters into the determination of pre-tax book income shall be normalized.
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GENERAL TERMS AND CONDITIONS (continued)

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6. Third-Party Recoveries
- 6.1 For purposes of this Article, Third-Party Recoveries ("TPR") shall be recoveries received by Transporter from insurance carriers and other third-parties that indemnify or otherwise compensate Transporter, in whole or in part, for the types of costs covered by the Stipulation. In the event Transporter receives recoveries from a third-party in response to a claim related to both the types of costs covered by the Stipulation and other types of costs, the full amount of such recoveries shall be deemed to be TPR for purposes of this Article.
- 6.2 Transporter, in accordance with Sections 5.1 and 5.2, shall reflect in the Recoverable/Cost Revenue Account 30/77 of each dollar of any TPR received by Transporter in any month until such time as the total TPR received by Transporter equal \$77 million. Transporter shall reflect in the Recoverable Cost/Revenue Account 60 percent of each dollar of TPR in excess of \$77 million received by Transporter.
7. Term
- The PCB Adjustment shall be effective during the Initial Adjustment Period and the First Extended Adjustment Period and shall be extended thereafter in 24-month increments (24-Month Period) as necessary to collect additional costs to eliminate the balance in the Recoverable Cost/Revenue Account calculated in accordance with Section 5~~4~~ to reflect additional Eligible Costs or to complete refunds, including the payment of Interim Refunds. Within 120 days of the end of the final 24-Month Period Transporter shall, if necessary, refund to each shipper subject to the Stipulation an amount necessary to ensure that Transporter does not recover more than the amounts provided under the Stipulation. Refunds will be made first to shippers that continued to pay the

GENERAL TERMS AND CONDITIONS (continued)

PCB Adjustment in effect after the Initial Adjustment Period until such shippers have recovered all amounts paid pursuant to this Article after the Initial Adjustment Period. Such refunds will be made to individual shippers pro rata, based on the ratio of the amount actually collected under this Article from the shipper after the Initial Adjustment Period, to the total amount collected under this Article after the Initial Adjustment Period. Any additional refunds will be made to all shippers that paid the PCB Adjustment in effect during the Initial Adjustment Period. Such refunds will be made to individual shippers pro rata, based on the ratio of the amount actually collected under this Article from the shipper during the Initial Adjustment Period, to the total amount collected under this Article during such period.

8. Interim Refunds

- 8.1 Notwithstanding the preceding requirements of this Article XXXIV, Transporter shall make Interim Refunds to shippers of \$156.6 million ("Interim Refund Amount"). The Interim Refund Amount is based on Transporter's representation of the balance in the Recoverable Cost/Revenue Account as of December 31, 2008, plus estimated carrying charges through June 30, 2009, net of \$10.0 million to be retained ("Retained Amount") to apply to the shippers' share of additional Eligible Costs.
- 8.2 The Interim Refund Amount shall be paid to shippers in quarterly installments over a three year period amortized at an annual interest rate of 8 percent. The first quarterly installment will be made on July 1, 2009, with subsequent installments paid on the first business day of each calendar quarter thereafter over a three year period ("Interim Refund Period"). The first six quarterly installments shall be fixed at \$9.60 million each, with the balance amortized in six equal quarterly installments such that the annual interest rate on the balance is maintained at 8 percent throughout the three year period, resulting in quarterly installments of \$20.06 million for each of the final six quarters.
- 8.3 The Interim Refund Amount will be allocated to shippers pro rata based on surcharge collections during the PCB Adjustment Period consistent with Section 7 above and as detailed on Exhibit B to the Amendment. Transporter shall remit the Interim Refund Amount via wire transfer in the amounts and to the individual shippers specified on Exhibit B to the Amendment unless otherwise mutually agreed. In the event a shipper has not provided wire transfer information to Transporter, Transporter shall issue shipper's refund at its last known mailing address.
- 8.4 Both the Interim Refund Amount and the remaining balance of the Recoverable Cost/Revenue Account shall be accounted for through the Recoverable Cost/Revenue Account. At any time and from time to time during the term of the Stipulation, Transporter may, without penalty, refund all or any portion of the Interim Refund Amount and/or the Recoverable Cost/Revenue Account to all shippers subject to the Stipulation, and Transporter shall be entitled to re-determine the Interim Refund Amount consistent with Section 8.2.
- 8.5 Transporter shall be entitled to make Interim Refunds earlier than otherwise required to all shippers whose allocated share of the Interim Refund Amount as specified on Exhibit B to the Amendment does not exceed \$10,000. The early distribution of such Interim Refunds shall have no impact on the allocation to other shippers of the remaining Interim Refund Amount or their respective shares of any Additional Eligible Costs as defined in Section 8.6 below.
- 8.6 If at any time during the Interim Refund Period Transporter incurs or is required to recognize in its financial statements, in accordance with Generally Accepted Accounting Principles, Eligible Costs and the customers' share of the Eligible Costs will exceed the Retained Amount of the

8. Disputes

~~All disputes arising under this Article shall be resolved in accordance with the procedures set forth in Article VIII of the Stipulation.~~

~~XXXV. RESERVED FOR FUTURE USE~~

~~XXXVI. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS~~

~~Pursuant to Order No. 587, et al. promulgated by the FERC in Docket No. RM96 1, for NAESB Standards that do not otherwise require implementing tariff provisions, the following NAESB Standards are hereby incorporated, by reference to the NAESB Standard Number and version, into Transporter's FERC Gas Tariff.~~

~~NAESB Standards (Version 1.8) 0.2.1, 0.2.2, 0.2.3, 0.3.2, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, 0.4.1, 1.2.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.2(v) and (vi), 1.3.3, 1.3.7, 1.3.15, 1.3.20, 1.3.22, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7, 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.3.1, 2.3.9, 2.3.10, 2.3.12, 2.3.13, 2.3.15, 2.3.20, 2.3.21, 2.3.23, 2.3.27, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.17, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3, 3.4.4, 4.1.16, 4.1.17, 4.1.18, 4.1.19, 4.1.20, 4.1.21, 4.1.22, 4.1.23, 4.1.24, 4.1.25, 4.1.26, 4.1.27, 4.1.28, 4.1.29, 4.1.30, 4.1.31, 4.1.32, 4.1.33, 4.1.34, 4.1.35, 4.1.36, 4.1.37, 4.1.38, 4.1.39, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23~~

GENERAL TERMS AND CONDITIONS (continued)

Recoverable Cost/Revenue Account ("Additional Eligible Costs"), such additional customers' share of Eligible Costs shall first be netted against any remaining Interim Refund Amount balance in equal amounts over the remaining quarterly installments on a pro rata basis to the individual shippers specified on Exhibit B to the Amendment; provided, however, that such amounts withheld from the Interim Refund Amount shall reflect only the share of Additional Eligible Costs properly allocable to shippers still receiving quarterly installments from the Interim Refund Amount. In no event shall the Interim Refund Amount be reduced hereunder to reflect any share of Additional Eligible Costs as a result of the early distribution of Interim Refunds pursuant to the above Section 8.5. Should the remaining balance of the Interim Refund Amount be insufficient to fully offset the Additional Eligible Costs, Transporter shall reinstate the PCB adjustment in a manner consistent with Section 4 above as necessary to provide for recovery of the Additional Eligible Costs.

§9. Disputes

All disputes arising under this Article shall be resolved in accordance with the procedures set forth in Article VIII of the Stipulation.

XXXV. RESERVED FOR FUTURE USE

XXXVI. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS

Pursuant to Order No. 587, et al. promulgated by the FERC in Docket No. RM96-1, for NAESB Standards that do not otherwise require implementing tariff provisions, the following NAESB Standards are hereby incorporated, by reference to the NAESB Standard Number and version, into Transporter's FERC Gas Tariff.

NAESB Standards (Version 1.8) 0.2.1, 0.2.2, 0.2.3, 0.3.2, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, 0.4.1, 1.2.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.2(v) and (vi), 1.3.3, 1.3.7, 1.3.15, 1.3.20, 1.3.22, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7, 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.3.1, 2.3.9, 2.3.10, 2.3.12, 2.3.13, 2.3.15, 2.3.20, 2.3.21, 2.3.23, 2.3.27, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.17, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.4.1, 3.4.2, 3.4.3, 3.4.4, 4.1.16, 4.1.17, 4.1.18, 4.1.19, 4.1.20, 4.1.21, 4.1.22, 4.1.23, 4.1.24, 4.1.25, 4.1.26, 4.1.27, 4.1.28, 4.1.29, 4.1.30, 4.1.31, 4.1.32, 4.1.33, 4.1.34, 4.1.35, 4.1.36, 4.1.37, 4.1.38, 4.1.39, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23

4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 5.2.1, 5.2.3, 5.3.10, 5.3.11, 5.3.12, 5.3.17, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31

~~5.3.32, 5.3.33, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42,
5.3.43, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54,
5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5,
5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15,
5.4.16, 5.4.17, 5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 10.2.1, 10.2.2,
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10.3.11, 10.3.12, 10.3.13, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19,
10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25.~~

~~NAESB Standard: 2004 Annual Plan Item 2 FERC Order 2004 4.2.1, 4.3.16, 4.3.18,
4.3.22, 4.3.23 and 4.3.25.~~

~~NAESB Standard: 2005 Annual Plan Item 8 FERC Order 2004 4.3.23.~~

~~NAESB Standards (R03035A) 4.3.23, 4.3.89, 4.3.90, 4.3.91, 4.3.92.~~

~~XXXVII. NON CONFORMING AGREEMENTS~~

- ~~1. TransCapacity Limited Partnership TPA dated October 17, 1997~~
- ~~2. National Capacity Registry Service Corporation TPA dated January 2, 1998~~

GENERAL TERMS AND CONDITIONS (continued)

4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33,
4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44,
4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54,
4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66,
4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79,
4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90,
4.3.91, 4.3.92, 4.3.93, 5.2.1, 5.2.3, 5.3.10, 5.3.11, 5.3.12, 5.3.17, 5.3.20,
5.3.21, 5.3.22, 5.3.23, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31,
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5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5,
5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15,
5.4.16, 5.4.17, 5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 10.2.1, 10.2.2,
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10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29,
10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38,
10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10,
10.3.11, 10.3.12, 10.3.13, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19,
10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25.