

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 7163 COMPANY NAME: BRAZORIA INTERCONNECT GAS PL LLC

TARIFF CODE: TT RRC TARIFF NO: 24474

DESCRIPTION: Transmission Transportation **STATUS:** A
OPERATOR NO: 089979
ORIGINAL CONTRACT DATE: **RECEIVED DATE:** 01/10/2012
INITIAL SERVICE DATE: 05/22/2008 **TERM OF CONTRACT DATE:** 10/31/2032
INACTIVE DATE: **AMENDMENT DATE:**
CONTRACT COMMENT: YEAR TO YEAR UNTIL TERMINATED

REASONS FOR FILING

NEW FILING: Y **RRC DOCKET NO:**
CITY ORDINANCE NO:
AMENDMENT(EXPLAIN): None
OTHER(EXPLAIN): None

PREPARER - PERSON FILING

RRC NO: 474 **ACTIVE FLAG:** Y **INACTIVE DATE:**
FIRST NAME: MARK **MIDDLE:** A **LAST NAME:** STASNEY
TITLE: BUSINESS MANAGER
ADDRESS LINE 1: 600 N. DAIRY ASHFORD
ADDRESS LINE 2: DU2008
CITY: HOUSTON **STATE:** TX **ZIP:** 77079 **ZIP4:**
AREA CODE: 281 **PHONE NO:** 293-2908 **EXTENSION:**

CUSTOMERS

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
29214	**CONFIDENTIAL**	Y	

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CURRENT RATE COMPONENT

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
16315	<p>Demand Fee: Shipper shall pay Transporter a Demand Fee each Month equal to the product of Shipper's Reserved Capacity multiplied by \$1.399 per MMBtu. Authorized Overrun Fee: Shipper shall pay Transporter the Authorized Overrun Fee for each MMBtu transported during such Day above Shipper's Reserved Capacity. Authorized Overrun Fee means \$.046 per MMBtu (the 100% load factor rate), which is the fee applicable to quantities of Gas that Transporter and Shipper may from time to time agree to transport in excess of Shipper's Reserved Capacity on an interruptible basis. Transporter shall retain from the Gas delivered by Shipper at the Receipt Point a quantity equal to the Retained Quantity. Title to the Retained Quantity shall pass from Shipper to Transporter at the Receipt Point. Retained Quantity means six-tenths of one percent (.6%) of the Gas received by Transporter from Shipper at the Receipt Point, which is the quantity of Gas retained by Transporter for fuel and other unaccounted for quantities of Gas. Transporter reserves the right to change the Retained Quantity from time to time based on actual experience. In addition, Shipper must reimburse Transporter for any receipt point, delivery point, blending, or metering fee charged by any third party for receipts or deliveries at the Receipt Point or Delivery Point(s). 4.5 Any difference between the quantity of Gas delivered at the Delivery Point(s) and the quantity of Gas received at the Receipt Point (less the Retained Quantity) during a given Day (an Imbalance) will be recorded in the Gas Imbalance Account, and will be cashed-out each Day. If the quantity of Gas delivered at the Delivery Point(s) is greater than the quantity of Gas received at the Receipt Point (less the Retained Quantity), then a Draft Imbalance is created. If the quantity of Gas delivered at the Delivery Point(s) is less than the quantity of Gas received at the Receipt Point (less the Retained Quantity), then a Pack Imbalance is created. The Gas Imbalance Account will be cashed-out (reduced to zero) each Day by either Shipper paying Transporter for the Draft Imbalance or Transporter paying Shipper for the Pack Imbalance. The payment due for each Day (the Daily Cashout Payment) will appear as a charge or credit, as the case may be, on Shipper's Monthly statement. The amount of each Daily Cashout Payment will be calculated based on the price per MMBtu reported for that Day in platts Gas Daily, in the table entitled Daily price survey, in the section entitled East-Houston-Katy, in the line for Katy, and under the column entitled Midpoint, less \$0.07 per MMBtu (the Index Price). For weekends and holidays, the price reported for the immediately preceding business Day shall be deemed to be the price reported for that Day. For Imbalances that are less than or equal to two percent (2%) of the quantity of Gas received at the Receipt Point during the subject Day, the Daily Cashout Payment shall be equal to the product of the quantity of the Imbalance, in MMBtu, multiplied by the Index Price. For Imbalances that are greater than two percent (2%) but less than or equal to five percent (5%) of the quantity of Gas received at the Receipt Point during the subject Day, the Daily Cashout Payment shall be equal to the product of the quantity of the Imbalance, in MMBtu, multiplied by (a) one hundred and ten percent (110%) of the Index Price if the Imbalance is a Draft Imbalance, or (b) ninety percent (90%) of the Index Price if the Imbalance is a Pack Imbalance. For Imbalances that are greater than five percent (5%) of the quantity of Gas received at the Receipt Point during the subject Day, the Daily Cashout Payment shall be equal to the product of the quantity of the Imbalance, in MMBtu, multiplied by (x) one hundred and twenty percent (120%) of the Index Price if the Imbalance is a Draft Imbalance, or (y) eighty percent (80%) of the Index Price if the Imbalance is a Pack Imbalance. 4.6 If Transporter, upon one Day's prior notice, issues an OFO notifying Shipper with respect to a particular Day that Gas quantities delivered at the Delivery Point(s) must equal the scheduled quantities for such Day at the Receipt Point, exclusive of the Retained Quantity, then Shipper must pay to Transporter \$2.00 for each MMBtu delivered hereunder at such Delivery Point(s) during the OFO over or under the scheduled Receipt Point quantities, (less the Retained Quantity) while the OFO is in effect.</p>

RATE ADJUSTMENT PROVISIONS:

Should Transporter apply to the Federal Energy Regulatory Commission for approval of proposed rates and charges pursuant to Section 284.123(b)(2) of the Commission's regulations, 18 C.F.R. 284.123(b)(2) (2006), and rates and charges are approved by the Commission as, or deemed to be, fair and equitable in that proceeding, then such fair and equitable rates and charges shall supersede and replace the Demand Fee, the Authorized Overrun Fee, and the Retained Quantity set forth above, as of the first Day of the first Month following the effective date of such rates and charges.

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DELIVERY POINTS

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
67249	D	MMBTU	\$.0460	05/22/2008	N
DESCRIPTION: ENTERPRISE NORTH ANGLETON					
Customer	29214	**CONFIDENTIAL**			
67250	D	MMBTU	\$.0460	05/22/2008	N
DESCRIPTION: HPL IOWA COLONY					
Customer	29214	**CONFIDENTIAL**			
67247	D	MMBTU	\$.0460	05/22/2008	N
DESCRIPTION: DOW STERLING LAKE					
Customer	29214	**CONFIDENTIAL**			
67248	D	MMBTU	\$.0460	05/22/2008	N
DESCRIPTION: CHANNEL HAYS CREEK					
Customer	29214	**CONFIDENTIAL**			
67251	D	MMBTU	\$.0460	05/22/2008	N
DESCRIPTION: TEJAS SANDY POINT					
Customer	29214	**CONFIDENTIAL**			

TYPE SERVICE PROVIDED

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

The parties are affiliated.

The rate is substantially the same as the rate between the gas utility and at least two of those customers under the same or similar conditions of service. Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.