

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of)
Spelman Pipeline Holdings, LLC for)
Commission Authorization to Become a)
Pipeline Company and for Approval of)
Tariffs)

Case No. 11-4444-PL-ATA

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AMENDMENT TO APPLICATION

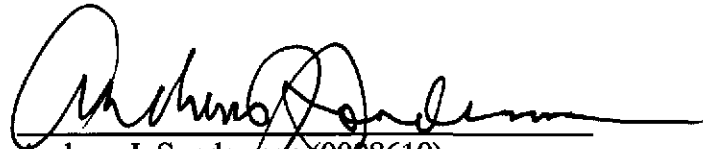
Spelman Pipeline Holdings, LLC ("Spelman" or "Applicant") by and through counsel, respectfully submits this Amendment to its Application filed on July 22, 2011 pursuant to Ohio Revised Code Sections 4905.02, 4905.03(A)(7) and 4905.30 for authority to operate as an intrastate pipeline company in the State of Ohio. In support of this Amendment to its Application, Spelman states as follows:

1. Spelman has engaged in constructive discussions with the Staff of the Commission regarding the proposed rate for interruptible transportation set forth in its proposed tariff filed in Exhibit D in this proceeding, on Original Sheet No. 6.
2. As a result, Spelman agrees to amend its Application by substituting a rate of \$.50 per Dth for Interruptible Transportation Service in place of \$.95 per Dth as set forth on Original Sheet No. 6.
3. Attached hereto is Substituted Original Sheet No. 6 reflecting this agreed Amendment.
4. In all other respects, Spelman's Application and the attached Exhibits remains as filed.

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WHEREFORE, Spelman Pipeline Holdings LLC respectfully requests that the Commission grant its Approval for this Application as amended herein, its proposed tariff including Substituted Original Sheet No. 6 and any other relief that the Commission deems appropriate.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Andrew J. Sonderman', written over a horizontal line.

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**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION
OF NATURAL GAS IN THE STATE OF OHIO****INTERRUPTIBLE TRANSPORTATION SERVICE:**

Commodity Charge (paid only on
quantity transported): \$.50 per Dth

OPTIONAL ELECTRONIC MEASUREMENT SERVICE

For each Delivery Point electronically measured: \$125 per month

Customers who elect this service must provide and pay for a dedicated telephone line and the necessary power to operate such electronic measurement and telemetering equipment. The meter, electronic measurement device and associated telemetering equipment shall be and remain the property of the Company. The Company will install and maintain the electronic measurement and telemetering equipment.

Customers who elect this optional service shall agree to continue it for a minimum period of thirty six (36) months or until the Delivery Point is no longer in use for transportation service from Company, whichever first occurs.

The Company, at its sole discretion, may offer services at rates that are downwardly flexible from the maximum rates in Sections 7. The rate may be flexed between the upper bound of the basic rate and a lower bound that recovers all variable costs of service and provides a contribution to the Company's fixed costs of providing service. Such reduced rates may be determined based on competitive services available to the customer, the quality (firm or interruptible) of service and the Company's need to achieve load preservation or the economic recovery of costs of the Company.

The Company may also enter into and submit for Commission approval Special Arrangements with Customers pursuant to Section 4905.31, Ohio Revised Code and in compliance with its provisions.

TAXES

Unless excluded from taxable gross receipts by Ohio Revised Code Section 5727.33(B) or any subsequent amendment or modification to or substitution for that section, the Company will collect the statutory gross receipts tax on all revenues invoiced for service rendered hereunder.

8. Imbalances

The following shall apply unless otherwise agreed to by the Company and Customer in the executed Service Agreement:

Customer shall be entitled to take, at the Delivery Point(s) on a daily basis the tendered quantity at the Receipt Point(s) minus the Shrinkage. The Service Agreement shall set out the time period in which the volumes tendered minus the Shrinkage will be balanced against the volumes take at the Delivery Point(s). When the amount of natural gas tendered at the Receipt Point(s) minus the Shrinkage exceeds the amount redelivered to the Delivery Point(s) for the period of time listed in the Service Agreement for balancing, then the Company may at its option elect to carry over the surplus for subsequent redelivery at a specified time, or cash-out the Imbalance by paying the Customer the Cash-out Price for each Dth minus a percentage penalty as determined from the chart below for the surplus amount. If the amount of natural gas tendered to the Receipt Point(s) minus the Shrinkage for the period of time listed in the Service Agreement for balancing is less than the amount of natural gas taken by the Customer at the Delivery Point(s), then the Company may at its option elect to carry over the deficiency or require that the Customer be cashed out by paying the Company the Cash-out Price for each Dth plus a percentage penalty as determined from the chart below for the amount the Customer has overtaken.

Filed pursuant to PUCO Finding and Order dated _____, 2011 in Case No. 11-____-GA-ATA

Issued: August ____, 2011

Effective: August ____, 2011

Issued by
Spelman Pipeline Holdings, LLC
Martin K. Whelan, President