

Table of Contents

Original Sheet No. 0	6
Fourteenth Revised Sheet No. 1	7
Original Sheet No. 1A	8
Sheet Nos. 2 - 9	9
Original Sheet No. 10	10
Original Sheet No. 11	11
Sheet Nos. 12 - 17	12
Original Sheet No. 18	13
Original Sheet No. 19	14
Eighth Revised Sheet No. 20	15
Tenth Revised Sheet No. 20	16
First Revised Sheet No. 21	17
First Revised Sheet No. 22	18
Original Sheet No. 22A	19
Second Revised Sheet No. 23	20
First Revised Sheet No. 23A	21
First Revised Sheet No. 24	22
Original Sheet No. 24A	23
First Revised Sheet No. 25	24
Original Sheet No. 25A	25
First Revised Sheet No. 26	26
Original Sheet No. 26A	27
Original Sheet No. 27	28
Original Sheet No. 27A	29
First Revised Sheet No. 28	30
First Revised Sheet No. 28A	31
Sheet No. 29	32
Second Revised Sheet No. 30	33
Second Revised Sheet No. 31	34
Sheet Nos. 32 - 99	35
First Revised Sheet No. 100	36
First Revised Sheet No. 101	37
Original Sheet No. 102	38
Second Revised Sheet No. 103	39
Third Revised Sheet No. 104	40
First Revised Sheet No. 105	41
First Revised Sheet No. 106	42
First Revised Sheet No. 107	43
First Revised Sheet No. 108	44
Second Revised Sheet No. 109	45
First Revised Sheet No. 110	46
Sheet Nos. 111 - 119	47
First Revised Sheet No. 120	48
Original Sheet No. 121	49
Original Sheet No. 122	50

Third Revised Sheet No. 123	51
First Revised Sheet No. 124	52
Sheet Nos. 125 - 139	53
First Revised Sheet No. 140	54
Original Sheet No. 141	55
First Revised Sheet No. 142	56
Second Revised Sheet No. 143	57
First Revised Sheet No. 144	58
Sheet Nos. 145 - 199	59
Fourth Revised Sheet No. 200	60
Second Revised Sheet No. 201	61
First Revised Sheet No. 202	62
Original Sheet No. 203	63
First Revised Sheet No. 204	64
Third Revised Sheet No. 205	65
Substitute Second Revised Sheet No. 206	66
First Revised Sheet No. 207	67
First Revised Sheet No. 208	68
First Revised Sheet No. 209	69
Sheet Nos. 210 - 212	70
Original Sheet No. 213	71
Original Sheet No. 214	72
First Revised Sheet No. 215	73
Original Sheet No. 216	74
First Revised Sheet No. 217	75
First Revised Sheet No. 218	76
First Revised Sheet No. 219	77
Sheet Nos. 220 - 221	78
Third Revised Sheet No. 222	79
First Revised Sheet No. 222A	80
Second Revised Sheet No. 223	81
Second Revised Sheet No. 224	82
Second Revised Sheet No. 225	83
First Revised Sheet No. 226	84
First Revised Sheet No. 227	85
First Revised Sheet No. 228	86
First Revised Sheet No. 229	87
First Revised Sheet No. 230	88
First Revised Sheet No. 231	89
First Revised Sheet No. 232	90
First Revised Sheet No. 233	91
First Revised Sheet No. 234	92
Sheet Nos. 235 - 238	93
First Revised Sheet No. 239	94
First Revised Sheet No. 240	95
Second Revised Sheet No. 241	96

First Revised Sheet No. 242	97
Original Sheet No. 243	98
Second Revised Sheet No. 244	99
First Revised Sheet No. 244A	100
First Revised Sheet No. 245	101
First Revised Sheet No. 246	102
First Revised Sheet No. 247	103
First Revised Sheet No. 248	104
Original Sheet No. 249	105
Second Revised Sheet No. 250	106
First Revised Sheet No. 251	107
First Revised Sheet No. 252	108
First Revised Sheet No. 253	109
First Revised Sheet No. 254	110
Second Revised Sheet No. 255	111
First Revised Sheet No. 256	112
First Revised Sheet No. 257	113
First Revised Sheet No. 258	114
Original Sheet No. 259	115
First Revised Sheet No. 260	116
First Revised Sheet No. 261	117
First Revised Sheet No. 262	118
First Revised Sheet No. 263	119
First Revised Sheet No. 264	120
Second Revised Sheet No. 265	121
Second Revised Sheet No. 266	122
Second Revised Sheet No. 267	123
Second Revised Sheet No. 268	124
Third Revised Sheet No. 269	125
First Revised Sheet No. 269A	126
First Revised Sheet No. 269.01	127
Second Revised Sheet No. 270	128
First Revised Sheet No. 271	129
First Revised Sheet No. 272	130
First Revised Sheet No. 273	131
First Revised Sheet No. 274	132
Original Sheet No. 275	133
Original Sheet No. 276	134
Second Revised Sheet No. 277	135
Third Revised Sheet No. 278	136
Second Revised Sheet No. 279	137
Second Revised Sheet No. 279A	138
Second Revised Sheet No. 280	139
First Revised Sheet No. 281	140
First Revised Sheet No. 281A	141
First Revised Sheet No. 282	142

Original Sheet No. 283	143
First Revised Sheet No. 284	144
Second Revised Sheet No. 285	145
First Revised Sheet No. 285A	146
First Revised Sheet No. 286	147
Second Revised Sheet No. 287	148
Second Revised Sheet No. 288	149
Second Revised Sheet No. 289	150
Second Revised Sheet No. 290	151
First Revised Sheet No. 291	152
First Revised Sheet No. 292	153
First Revised Sheet No. 293	154
Original Sheet No. 294	155
Original Sheet No. 295	156
Second Revised Sheet No. 296	157
First Revised Sheet No. 297	158
Sheet No. 298	159
Second Revised Sheet No. 299	160
Second Revised Sheet No. 300	161
First Revised Sheet No. 301	162
First Revised Sheet No. 302	163
First Revised Sheet No. 303	164
First Revised Sheet No. 304	165
First Revised Sheet No. 305	166
Sheet Nos. 306 - 307	167
Third Revised Sheet No. 308	168
Fourth Revised Sheet No. 309	169
Second Revised Sheet No. 310	170
Sheet Nos. 311 - 337	171
First Revised Sheet No. 312	172
First Revised Sheet No. 313	173
First Revised Sheet No. 314	174
Second Revised Sheet No. 315	175
First Revised Sheet No. 316	176
Original Sheet No. 317	177
First Revised Sheet No. 318	178
Second Revised Sheet No. 319	179
First Revised Sheet No. 320	180
Original Sheet No. 321	181
Original Sheet No. 322	182
First Revised Sheet No. 323	183
First Revised Sheet No. 324	184
First Revised Sheet No. 325	185
Original Sheet No. 326	186
First Revised Sheet No. 327	187
First Revised Sheet No. 328	188

Second Revised Sheet No. 329	189
Original Sheet No. 330	190
First Revised Sheet No. 331	191
First Revised Sheet No. 332	192
Original Sheet No. 333	193
First Revised Sheet No. 334	194
Original Sheet No. 335	195
Original Sheet No. 336	196
Original Sheet No. 337	197
Sheet Nos. 338 - 340	198
Sheet Nos. 341 - 343	199
Original Sheet No. 342	200
Original Sheet No. 343	201
Sheet Nos. 344 - 345	202
Sheet Nos. 346 - 348	203
Substitute Original Sheet No. 347	204
First Revised Sheet No. 348	205
Sheet Nos. 349 - 398	206
Original Sheet No. 399	207
Original Sheet No. 400	208
Third Revised Sheet No. 401	209
Fourth Revised Sheet No. 402	210
First Revised Sheet No. 403	211
First Revised Sheet No. 404	212
First Revised Sheet No. 405	213
Original Sheet No. 406	214
First Revised Sheet No. 407	215
Original Sheet No. 408	216
Sheet Nos. 409 - 419	217
Original Sheet No. 420	218
Second Revised Sheet No. 421	219
Second Revised Sheet No. 422	220
First Revised Sheet No. 423	221
Third Revised Sheet No. 424	222
First Revised Sheet No. 425	223
Sheet Nos. 426 - 439	224
Original Sheet No. 440	225
First Revised Sheet No. 441	226
First Revised Sheet No. 442	227
First Revised Sheet No. 443	228
Sheet Nos. 444 - 499	229

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FERC Docket: CP03-302-004

Original Sheet No. 0 Cheyenne Plains Gas Pipeline Company, L.L.C.: Original Volume No. 1
Original Sheet No. 0 : Effective

FERC GAS TARIFF
ORIGINAL VOLUME NO. 1
of
CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
filed with the
FEDERAL ENERGY REGULATORY COMMISSION

Communications regarding this Tariff should be addressed to:

Catherine E. Palazzari, Vice President
Cheyenne Plains Gas Pipeline Company, L.L.C.
P. O. Box 1087
Colorado Springs, CO 80944
2 North Nevada
Colorado Springs, CO 80903
Telephone: (719) 520-4329
Facsimile: (719) 667-7534

Effective Date: 07/26/2010 Status: Effective

FERC Docket: RP10-876-000

Fourteenth Revised Sheet No. 1 Fourteenth Revised Sheet No. 1
Superseding: Thirteenth Revised Sheet No. 1

TABLE OF CONTENTS

Description	Sheet No.
Preliminary Statement	10
System Map	11
Points of Contact	18
Statement of Rates	20
Fuel and L&U	20
Footnotes	21
Statement of Rates	22
Rate Schedules	
Rate Schedule FT - Firm Transportation Service	100
Rate Schedule IT - Interruptible Transportation Service	120
Rate Schedule SS - Interruptible Swing Service	140
General Terms and Conditions	
1 Definitions	201
2 Measurement	213
3 Quality of Gas	217
4 Requests for Services	222
5 Service Conditions	244
6 Nominations and Scheduling Procedures	245
7 Responsibility for Gas and Products	255
8 Operating Provisions	
8.1 Firm Service	255
8.2 Interruptible Service	258
9 Capacity Release Program	259
10 Imbalance Management	279
11 System Operational Parameters	285A
12 Billing and Payment	287
13 Fuel and L&U	291
14 Penalties	294
15 Revenue Sharing Mechanism	295
16 Reservation Charge Credit	296
17 Miscellaneous Surcharges	299
18 Waivers	299
19 Descriptive Headings	300
20 Electronic Bulletin Board	300
21 Affiliate-Related Information	302
22 Adverse Claims to Natural Gas	302
23 Reserved	302
24 Taxes	302
25 Indemnification/Liability	303
26 Complaint Procedures	303
27 Incidental Sales	304

Effective Date: 07/26/2010 Status: Effective
FERC Docket: RP10-876-000

Original Sheet No. 1A Original Sheet No. 1A

TABLE OF CONTENTS

Description	Sheet No.
Form of Service Agreement	
Explanation of Agreement Tariff Sections	399
1. Rate Schedule FT	400
2. Rate Schedule IT	420
3. Rate Schedule SS	440
Non-conforming Agreements:	
Anadarko Energy Services Corporation	#21001
Anadarko Energy Services Corporation	#21003007
Anadarko Energy Services Company	#21007
Anadarko Energy Services Company	#21012
Atmos Energy Corporation	#21013
Augustus Energy Partners, LLC	#21016
Bill Barrett Corporation	#21014
BP Energy Company	#21002
Shell Energy North America (US), L.P.	#21032
EnCana Marketing (USA) Inc.	#21015
and Precedent Agreement dated August 6, 2003	
Kansas Gas Service, a Division of ONEOK, Inc.	#21005
National Fuel Marketing Company, LLC	#21008
Noble Energy, Inc.	#21009
OGE Energy Resources, Inc.	#21004
ONEOK Energy Marketing and Trading Company, L.P.	#21010
Sempra Energy Trading Corp.	#21006
Yates Petroleum Corporation	#21003008

Effective Date: 12/01/2004 Status: Effective

FERC Docket: CP03-302-004

Sheet Nos. 2 - 9 Sheet Nos. 2 - 9 : Effective

Reserved Sheet

Original Sheet Nos. 2 through 9 have been reserved.

Effective Date: 12/01/2004 Status: Effective
FERC Docket: CP03-302-004

Original Sheet No. 10 Original Sheet No. 10 : Effective

PRELIMINARY STATEMENT

Cheyenne Plains Gas Pipeline Company, L.L.C. hereinafter referred to as "Transporter" or "Transportation Service Provider or TSP," is a "natural gas company" as defined by the Natural Gas Act (52 Stat. 821, 15 U.S.C. Section 717-717w) and, as such, is subject to the jurisdiction of the Federal Energy Regulatory Commission, hereinafter referred to as "FERC" or "Commission." As used herein, "Transporter" shall not include any affiliates of Cheyenne Plains Gas Pipeline Company, L.L.C.

Transporter is organized and existing under the laws of the state of Delaware. Transporter provides transportation service to Shippers that have executed a Transportation Service Agreement ("TSA") in the form contained in this Tariff.

Transporter's transmission facilities commence at the Cheyenne Hub in Weld County, Colorado and extend southeasterly to a variety of delivery locations in the vicinity of the Greensburg Hub in Kiowa County, Kansas.

This Federal Energy Regulatory Commission Gas Tariff, Original Volume No. 1, includes a statement of rates, rate schedules, general terms and conditions, and forms of service agreements for firm and interruptible transportation service provided by Transporter according to 18 C.F.R. Part 284, Subparts B and G.

Effective Date: 12/01/2004 Status: Effective

FERC Docket: CP03-302-004

Original Sheet No. 11 Original Sheet No. 11 : Effective

Sheet No. 11 is a map that is not filed electronically.

Effective Date: 07/26/2010 Status: Effective
FERC Docket: RP10-876-000

Sheet Nos. 12 - 17 Sheet Nos. 12 - 17

Reserved Sheets

Effective Date: 07/26/2010 Status: Effective

FERC Docket: RP10-876-000

Original Sheet No. 18 Original Sheet No. 18

POINTS OF CONTACT

Payments:

Payments are subject to the terms and conditions of this Tariff including but not limited to Section 12 of the General Terms and Conditions.

Wire Checks To:

Cheyenne Plains Gas Pipeline Company, L.L.C.
(See the address and account no.
identified on the invoice.)

All Notices:

Any notice provided for in a TSA in this Tariff shall be in writing and shall be considered as having been given if hand carried, faxed, or mailed by United States mail, postage prepaid, to the following addresses:

Cheyenne Plains Gas Pipeline Company, L.L.C.
P. O. Box 1087
Colorado Springs, Colorado 80944
Attention: Marketing Department
Fax No. (719) 520-4878
Telephone No. (719) 520-4250 or 520-4465

All Nominations:

Nominations are subject to the terms and conditions of this Tariff, including but not limited to Section 6 of the General Terms and Conditions.

Cheyenne Plains Gas Pipeline Company, L.L.C.
P. O. Box 1087
Colorado Springs, Colorado 80944
Attention: Nominations and Scheduling Department
Telephone No. (800) 238-3764
Fax No. (719) 520-4698 (Nominations)

Effective Date: 07/26/2010 Status: Effective

FERC Docket: RP10-876-000

Original Sheet No. 19 Original Sheet No. 19

POINTS OF CONTACT
(Continued)

Points of Contact:

Electronic Bulletin Board:

Customer Service Department: (866) 523-4243

Formal Complaints:

Cheyenne Plains Gas Pipeline Company, L.L.C.

P. O. Box 1087

Colorado Springs, Colorado 80944

Attention: Vice President, Marketing and Business Development

Informal Complaints:

Vice President, Marketing and Business Development

(719) 520-4465

Director, Marketing

(719) 520-4250

Effective Date: 06/01/2009 Status: Suspended
 FERC Docket: RP09-566-000

Eighth Revised Sheet No. 20 Eighth Revised Sheet No. 20
 Superseding: Seventh Revised Sheet No. 20

STATEMENT OF RATES
 Rates Per Dth

	Rate
Rate Schedule FT:	
Reservation Rate 1/	
Maximum Rate	\$10.6924
Minimum Rate	\$ 0.0000
Commodity Rate	
Maximum Rate	\$ 0.0010
Minimum Rate	\$ 0.0010
Authorized Overrun Rate	
Maximum Rate	\$ 0.3525
Minimum Rate	\$ 0.0010
Unauthorized Overrun Rate	2/
Rate Schedule IT:	
Commodity Rate	
Maximum Rate	\$ 0.3525
Minimum Rate	\$ 0.0010
Unauthorized Overrun Rate	2/
Rate Schedule SS:	
Commodity Rate	
Maximum Rate	\$ 0.3525
Minimum Rate	\$ 0.0010
OTHER CHARGES	
FERC Annual Charge Adjustment (ACA) 3/	\$0.0017

	Collection Period -----	Volumetric True-up -----	Total -----
Fuel Percentage	0.89%	0.05%	0.94%
L&U Percentage	0.03%	0.04%	0.07%

See Footnotes on Sheet No. 21.

Effective Date: 06/01/2010 Status: Effective
 FERC Docket: RP10-673-000

Tenth Revised Sheet No. 20 Tenth Revised Sheet No. 20
 Superseding: Ninth Revised Sheet No. 20

STATEMENT OF RATES
 Rates Per Dth

	Rate
Rate Schedule FT:	
Reservation Rate 1/	
Maximum Rate	\$10.6924
Minimum Rate	\$ 0.0000
Commodity Rate	
Maximum Rate	\$ 0.0010
Minimum Rate	\$ 0.0010
Authorized Overrun Rate	
Maximum Rate	\$ 0.3525
Minimum Rate	\$ 0.0010
Unauthorized Overrun Rate	2/
Rate Schedule IT:	
Commodity Rate	
Maximum Rate	\$ 0.3525
Minimum Rate	\$ 0.0010
Unauthorized Overrun Rate	2/
Rate Schedule SS:	
Commodity Rate	
Maximum Rate	\$ 0.3525
Minimum Rate	\$ 0.0010
OTHER CHARGES	
FERC Annual Charge Adjustment (ACA) 3/	\$0.0019

	Collection Period -----	Volumetric True-up -----	Total -----
Fuel Percentage	1.07%	0.28%	1.35%
L&U Percentage	0.20%	0.16%	0.36%

See Footnotes on Sheet No. 21.

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-502-000

First Revised Sheet No. 21 First Revised Sheet No. 21
Superseding: Original Sheet No. 21

STATEMENT OF RATES

FOOTNOTES

-
- 1/ For Capacity Release transactions only, Transporter has adopted the following NAESB WGQ standards. On the bidding formats, the number of decimal places for offers, bids and awards should be equal to the number of decimal places in the stated rates per pipeline rate schedule (NAESB WGQ Standard 5.3.21). Converting a Daily rate to a Monthly rate is accomplished by multiplying the Daily rate times the number of Days in the rate period, dividing the result by the number of Months in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place. Converting a Monthly rate to a Daily rate is accomplished by multiplying the Monthly rate by the number of Months in the rate period; dividing the result by the number of Days in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place (NAESB WGQ Standard 5.3.22). Furthermore, for capacity release purposes, all Tariff rates should be adjusted to reflect a standard calculation of Daily and Monthly rates (NAESB WGQ Standard 5.3.23).
- 2/ Unauthorized Overrun Rate
- | | |
|---|-------------------------------------|
| Less than 3% of MDQ: | Applicable authorized overrun rate. |
| Greater than or equal to 3% of MDQ:
(Non-Critical Condition) | 2 times Maximum IT rate. |
| Greater than or equal to 3% of MDQ:
(Critical Condition) | 10 times Cash Out Index Price |
- 3/ The transportation rate shall be adjusted to include the FERC Annual Charge Adjustment (ACA).

Effective Date: 12/18/2006 Status: Effective
 FERC Docket: RP07-111-000

First Revised Sheet No. 22 First Revised Sheet No. 22 : Effective
 Superseding: Original Sheet No. 22

STATEMENT OF NEGOTIATED RATES
 (Rates per dth/d)

R/S FT Shipper Delivery Identification Point(s) 5/	Term of Contract	Mcf/d	Reservation Charge(s)	Usage Charges	Primary Receipt Point(s) 5/	Primary
Mountain South Petroleum Company Rattlesnake 21020000B Creek	1/	2/	3/4/	3/4/	Adler Creek	

1/ Ten (10) year term from the first day of the month following the In-Service Date.

2/ Year	1	2	3	4	5	6	7	8	9	10
Dth/d	3,300	2,900	2,600	2,400	2,200	2,000	1,800	1,700	1,600	

3/ Commencing the first day the supply lateral project facilities are placed in-service until the first day of the month following the date the supply lateral is fully operational Shipper shall pay a Reservation Rate of \$0.00 per Dth per day and a Commodity Rate of \$0.17 per Dth per day.

Footnotes continued on Sheet No. 22A

Effective Date: 12/18/2006 Status: Effective
FERC Docket: RP07-111-000

Original Sheet No. 22A Original Sheet No. 22A : Effective

STATEMENT OF NEGOTIATED RATES

4/ Commencing upon the first day of the month following the date the supply lateral project facilities are placed in service and continuing for a term of ten (10) years, Shipper shall pay negotiated reservation rates of \$10.3417 per month. (The monthly reservation charge is equivalent to a rate of \$0.34 per Dth per day on a 100% load factor basis.) Under the negotiated rates, there will be no commodity or usage charge, unless Transporter is required by the FERC to assess such a commodity charge, in which event the commodity charge shall be set at the minimum permissible level, and the reservation rate described above shall be reduced to a level that causes the combined commodity and reservation rate to equal a 100% load factor rate of \$0.34. Should the FERC or a court with jurisdiction issue a ruling that has the effect of prohibiting Transporter from collecting, or penalizing Transporter for collecting the rates and revenues provided herein, then the parties agree to enter into a substitute lawful arrangement, such that the parties are placed in the same economic position as if Transporter had collected such rates. The negotiated rate shall be applicable to revised primary receipt or delivery points, and Transporter shall agree to all requests for changes to primary receipt or delivery point changes if capacity is available at such points and the change can be made without adversely affecting system operations or other firm obligations.

5/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 2.2 of Rate Schedule FT. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to this tariff sheet.

Effective Date: 01/19/2009 Status: Effective

FERC Docket: RP09-171-000

Second Revised Sheet No. 23 Second Revised Sheet No. 23

Superseding: First Revised Sheet No. 23

This sheet has been reserved.

Effective Date: 01/19/2009 Status: Effective

FERC Docket: RP09-171-000

First Revised Sheet No. 23A First Revised Sheet No. 23A

Superseding: Original Sheet No. 23A

This sheet has been reserved.

Effective Date: 12/18/2006 Status: Effective
 FERC Docket: RP07-111-000

First Revised Sheet No. 24 First Revised Sheet No. 24 : Effective
 Superseding: Original Sheet No. 24

STATEMENT OF NEGOTIATED RATES
 (Rates per dth/d)

R/S FT Shipper Delivery Identification Point(s) 4/ ----- -----	Term of Contract	Mcf/d	Reservation Charge(s)	Usage Charges	Primary Receipt Point(s) 4/ -----	Primary
Riley Natural South Gas Company Rattlesnake 21021000B Creek	1/	5,000	2/3/	2/3/	Adler Creek	

1/ Ten (10) year term from the first day of the month following the In-Service Date

2/ Commencing the first day the supply lateral project facilities are placed in-service until the first day of the month following the date the supply lateral is fully operational Shipper shall pay a Reservation Rate of \$0.00 per Dth per day and a Commodity Rate of \$0.17 per Dth per day.

Footnotes continued on Sheet No. 24A

Effective Date: 12/18/2006 Status: Effective
FERC Docket: RP07-111-000

Original Sheet No. 24A Original Sheet No. 24A : Effective

STATEMENT OF NEGOTIATED RATES

3/ Commencing upon the first day of the month following the date the supply lateral project facilities are placed in service and continuing for a term of ten (10) years, Shipper shall pay negotiated reservation rates of \$10.3417 per month. (The monthly reservation charge is equivalent to a rate of \$0.34 per Dth per day on a 100% load factor basis.) Under the negotiated rates, there will be no commodity or usage charge, unless Transporter is required by the FERC to assess such a commodity charge, in which event the commodity charge shall be set at the minimum permissible level, and the reservation rate described above shall be reduced to a level that causes the combined commodity and reservation rate to equal a 100% load factor rate of \$0.34. Should the FERC or a court with jurisdiction issue a ruling that has the effect of prohibiting Transporter from collecting, or penalizing Transporter for collecting the rates and revenues provided herein, then the parties agree to enter into a substitute lawful arrangement, such that the parties are placed in the same economic position as if Transporter had collected such rates. The negotiated rate shall be applicable to revised primary receipt or delivery points, and Transporter shall agree to all requests for changes to primary receipt or delivery point changes if capacity is available at such points and the change can be made without adversely affecting system operations or other firm obligations. Commencing the first day the supply lateral project facilities are placed in-service until the first day of the month following the date the supply lateral is fully operational the Commodity Rate shall be \$0.17 per Dth per day and the Reservation Rate shall be \$0.00.

4/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 2.2 of Rate Schedule FT. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to this tariff sheet.

Effective Date: 12/18/2006 Status: Effective
 FERC Docket: RP07-111-000

First Revised Sheet No. 25 First Revised Sheet No. 25 : Effective
 Superseding: Original Sheet No. 25

STATEMENT OF NEGOTIATED RATES
 (Rates per dth/d)

R/S FT Shipper Delivery Identification 4/	Term of Contract	Mcf/d	Reservation Charge(s)	Usage Charges	Primary Receipt Point(s) 4/	Primary Point(s)
Rosetta Resources South Operating L.P. Rattlesnake 21018000B Creek	1/	3,000	2/3/	2/3/	Adler Creek	

1/ Ten (10) year term from the first day of the month following the In-Service Date.

2/ Commencing the first day the supply lateral project facilities are placed in-service until the first day of the month following the date the supply lateral is fully operational Shipper shall pay a Reservation Rate of \$0.00 per Dth per day and a Commodity Rate of \$0.17 per Dth per day.

Footnotes continued on Sheet No. 25A

Effective Date: 12/18/2006 Status: Effective
FERC Docket: RP07-111-000

Original Sheet No. 25A Original Sheet No. 25A : Effective

STATEMENT OF NEGOTIATED RATES

3/ Commencing upon the first day of the month following the date the supply lateral project facilities are placed in service and continuing for a term of ten (10) years, Shipper shall pay negotiated reservation rates of \$10.3417 per month. (The monthly reservation charge is equivalent to a rate of \$0.34 per Dth per day on a 100% load factor basis.) Under the negotiated rates, there will be no commodity or usage charge, unless Transporter is required by the FERC to assess such a commodity charge, in which event the commodity charge shall be set at the minimum permissible level, and the reservation rate described above shall be reduced to a level that causes the combined commodity and reservation rate to equal a 100% load factor rate of \$0.34. Should the FERC or a court with jurisdiction issue a ruling that has the effect of prohibiting Transporter from collecting, or penalizing Transporter for collecting the rates and revenues provided herein, then the parties agree to enter into a substitute lawful arrangement, such that the parties are placed in the same economic position as if Transporter had collected such rates. The negotiated rate shall be applicable to revised primary receipt or delivery points, and Transporter shall agree to all requests for changes to primary receipt or delivery point changes if capacity is available at such points and the change can be made without adversely affecting system operations or other firm obligations. Commencing the first day the supply lateral project facilities are placed in-service until the first day of the month following the date the supply lateral is fully operational the Commodity Rate shall be \$0.17 per Dth per day and the Reservation Rate shall be \$0.00.

4/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 2.2 of Rate Schedule FT. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to this tariff sheet.

Effective Date: 12/18/2006 Status: Effective
 FERC Docket: RP07-111-000

First Revised Sheet No. 26 First Revised Sheet No. 26 : Effective
 Superseding: Original Sheet No. 26

STATEMENT OF NEGOTIATED RATES
 (Rates per dth/d)

R/S FT Shipper Primary Delivery Identification Point(s) 4/ -----	Term of Contract -----	Mcf/d -----	Reservation Charge(s) -----	Usage Charges -----	Primary Receipt Point(s) 4/ -----
Rosewood South Resources, Inc. Rattlesnake 21017000B Creek	1/	6,000	2/3/	2/3/	Arikaree

1/ Ten (10) year term from the first day of the month following the In-Service Date.

2/ Commencing the first day the supply lateral project facilities are placed in-service until the first day of the month following the date the supply lateral is fully operational Shipper shall pay a Reservation Rate of \$0.00 per Dth per day and a Commodity Rate of \$0.17 per Dth per day.

Footnotes continued on Sheet No. 26A

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FERC Docket: RP07-111-000

Original Sheet No. 26A Original Sheet No. 26A : Effective

STATEMENT OF NEGOTIATED RATES

3/ Commencing upon the first day of the month following the date the supply lateral project facilities are placed in service and continuing for a term of ten (10) years, Shipper shall pay negotiated reservation rates of \$10.3417 per month. (The monthly reservation charge is equivalent to a rate of \$0.34 per Dth per day on a 100% load factor basis.) Under the negotiated rates, there will be no commodity or usage charge, unless Transporter is required by the FERC to assess such a commodity charge, in which event the commodity charge shall be set at the minimum permissible level, and the reservation rate described above shall be reduced to a level that causes the combined commodity and reservation rate to equal a 100% load factor rate of \$0.34. Should the FERC or a court with jurisdiction issue a ruling that has the effect of prohibiting Transporter from collecting, or penalizing Transporter for collecting the rates and revenues provided herein, then the parties agree to enter into a substitute lawful arrangement, such that the parties are placed in the same economic position as if Transporter had collected such rates. The negotiated rate shall be applicable to revised primary receipt or delivery points, and Transporter shall agree to all requests for changes to primary receipt or delivery point changes if capacity is available at such points and the change can be made without adversely affecting system operations or other firm obligations. Commencing the first day the supply lateral project facilities are placed in-service until the first day of the month following the date the supply lateral is fully operational the Commodity Rate shall be \$0.17 per Dth per day and the Reservation Rate shall be \$0.00.

4/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 2.2 of Rate Schedule FT. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to this tariff sheet.

Effective Date: 12/18/2006 Status: Effective
 FERC Docket: RP07-111-000

Original Sheet No. 27 Original Sheet No. 27 : Effective

STATEMENT OF NEGOTIATED RATES
 (Rates per dth/d)

R/S FT Shipper Delivery Identification Point(s) 5/	Term of Contract	Mcf/d	Reservation Charge(s)	Usage Charges	Primary Receipt Point(s) 5/	Primary
Noble Energy, Rattlesnake Inc. Creek 21019000B Greensburg	1/	2/	3/4/	3/4/	Adler Creek Windmill	South

1/ Ten (10) year term from the first day of the month following the In-Service Date.

Year	1	2	3	4	5	6	7	8	9	10
Dth/d	21,000	18,000	15,500	14,000	12,000	11,000	10,000	9,000	8,500	

3/ Commencing the first day the supply lateral project facilities are placed in-service until the first day of the month following the date the supply lateral is fully operational Shipper shall pay a Reservation Rate of \$0.00 per Dth per day and a Commodity Rate of \$0.17 per Dth per day.

Footnotes continued on Sheet No. 27A

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FERC Docket: RP07-111-000

Original Sheet No. 27A Original Sheet No. 27A : Effective

STATEMENT OF NEGOTIATED RATES

4/ Commencing upon the first day of the month following the date the supply lateral project facilities are placed in service and continuing for a term of ten (10) years, Shipper shall pay negotiated reservation rates of \$10.3417 per month. (The monthly reservation charge is equivalent to a rate of \$0.34 per Dth per day on a 100% load factor basis.) Under the negotiated rates, there will be no commodity or usage charge, unless Transporter is required by the FERC to assess such a commodity charge, in which event the commodity charge shall be set at the minimum permissible level, and the reservation rate described above shall be reduced to a level that causes the combined commodity and reservation rate to equal a 100% load factor rate of \$0.34. Should the FERC or a court with jurisdiction issue a ruling that has the effect of prohibiting Transporter from collecting, or penalizing Transporter for collecting the rates and revenues provided herein, then the parties agree to enter into a substitute lawful arrangement, such that the parties are placed in the same economic position as if Transporter had collected such rates. The negotiated rate shall be applicable to revised primary receipt or delivery points, and Transporter shall agree to all requests for changes to primary receipt or delivery point changes if capacity is available at such points and the change can be made without adversely affecting system operations or other firm obligations.

5/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 2.2 of Rate Schedule FT. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to this tariff sheet.

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FERC Docket: RP07-114-002

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Superseding: Substitute Original Sheet No. 28

This sheet has been reserved.

Effective Date: 03/03/2008 Status: Effective

FERC Docket: RP07-114-002

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Superseding: Substitute Original Sheet No. 28A

This sheet has been reserved.

Effective Date: 12/01/2006 Status: Effective

FERC Docket: RP07-43-000

Sheet No. 29 Sheet No. 29 : Effective

This sheet has been reserved.

Effective Date: 07/26/2010 Status: Effective

FERC Docket: RP10-876-000

Second Revised Sheet No. 30 Second Revised Sheet No. 30
Superseding: First Revised Sheet No. 30

Reserved for future use.

Effective Date: 07/26/2010 Status: Effective

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Second Revised Sheet No. 31 Second Revised Sheet No. 31
Superseding: First Revised Sheet No. 31

Reserved for future use.

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FERC Docket: CP03-302-004

Sheet Nos. 32 - 99 Sheet Nos. 32 - 99 : Effective

Reserved Sheet

Original Sheet Nos. 32 through 99 have been reserved.

Effective Date: 07/26/2010 Status: Effective
FERC Docket: RP10-876-000

First Revised Sheet No. 100 First Revised Sheet No. 100
Superseding: Original Sheet No. 100

RATE SCHEDULE FT
Firm Transportation Service

1. AVAILABILITY

- 1.1 This Rate Schedule is available for transportation service by Cheyenne Plains Gas Pipeline Company, L.L.C. (hereinafter called Transporter), for any person (hereinafter called Shipper) when Shipper desires firm transportation service and:
- (a) Transporter has determined that other than such new taps, valves, measurement equipment, and other minor facilities which may be required at the receipt or delivery point(s) to effect receipt or delivery of the gas it has available or will secure sufficient uncommitted capacity to provide the service requested by Shipper as well as all of its other firm service commitments;
 - (b) Shipper makes a valid request pursuant to the requirements of Section 4 of the General Terms and Conditions of this Tariff; and
 - (c) Shipper executes a Firm Transportation Service Agreement ("TSA") pursuant to the terms of this Rate Schedule in the form attached hereto; and
 - (d) Shipper has met the creditworthiness requirements of Section 4.10 of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transportation Service up to Shipper's MDQ shall be considered firm and not subject to a prior claim by another Shipper or another class of service under a pre-existing contract, TSA or certificate.
- 2.2 Upon mutual agreement of Shipper and Transporter, the TSA may be amended to add or delete primary receipt or delivery points.
- 2.3 Transporter shall not be required to provide transportation service if the quantities tendered are so small as to cause operational difficulties, such as measurement. Transporter shall promptly notify Shipper if such operating conditions exist.

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FERC Docket: RP10-876-000

First Revised Sheet No. 101 First Revised Sheet No. 101
Superseding: Original Sheet No. 101

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Contd.)

- 2.4 Rates of Flow. Unless otherwise agreed, at each receipt and delivery point, each Party shall flow, or cause to flow, gas at uniform Hourly and daily rates of flow as specified below.
- (a) At each receipt and delivery point, quantities delivered for Shipper's account shall not exceed 1/24th of scheduled quantities, except as provided in section (b), below.
 - (b) In addition to the rates of flow specified in section (a) above, quantities delivered for Shipper's account at Qualified Points of Delivery shall not exceed in any Hour 1/24th of the scheduled quantities resulting from Hourly Entitlement Enhancement Nominations ("HEEN").
- 2.5 This service shall be subject to the flexible receipt and delivery point and Segmentation provisions of Section 8.1, the imbalance management provisions of Section 10, and the capacity release requirements specified in Section 9 of the General Terms and Conditions.

3. TRANSPORTATION SERVICE CHARGES

- 3.1 Applicable Rates. The applicable rates for service hereunder shall be, subject to the other provisions hereof, the rates agreed to by Transporter and Shipper as set forth in the TSA.
- (a) Reservation Charge. Each Month Shipper shall be charged a reservation charge determined by multiplying the reservation rate set forth in the TSA by Shipper's MDQ. Shipper shall begin paying the reservation charge on the date provided for the TSA.
 - (b) Commodity Charge. Shipper shall be charged each Month an amount obtained by multiplying the Commodity Rate set forth in the TSA by the quantity of gas in Dth delivered (exclusive of any Overrun Gas) each Day of the Month by Transporter to Shipper at the delivery point(s).

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

3. TRANSPORTATION SERVICE CHARGES (Contd.)

3.1 Applicable Rates (Continued)

- (c) Backhaul Charge. Shipper shall be charged applicable forward haul rates when the transportation service rendered by Transporter is Backhaul.
- (d) Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. The Parties shall agree as to whether Shipper shall (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time. If a contribution in aid of construction (CIAC) is paid by the Shipper in accordance with the construction of facilities agreement and such transaction is determined to be taxable, it shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:

$$\text{Tax Reimbursement} = [\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})] \times [1 + \{\text{Tax Rate}/(1 - \text{Tax Rate})\}]$$
- (e) Other Charges. Transporter shall charge Shipper and Shipper shall pay for any other FERC approved charges that apply to service under this Rate Schedule.

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FERC Docket: RP10-876-000

Second Revised Sheet No. 103 Second Revised Sheet No. 103
Superseding: First Revised Sheet No. 103

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

3. TRANSPORTATION SERVICE CHARGES (Contd.)

3.2 Adjustment of Rates.

- (a) Subject to the terms of the TSA, Transporter reserves the right to prescribe and/or adjust at any time any of the rates applicable to service under any individual TSA without adjusting any other rates for service under other TSAs; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum recourse rate(s) nor shall they be less than the applicable minimum recourse rate(s), set forth on the Statement of Rates Sheet. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 4.12 of the General Terms and Conditions of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term specified in the TSA, the rate for Transportation Service shall revert to the maximum rate under this Rate Schedule.

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FERC Docket: RP10-876-000

Third Revised Sheet No. 104 Third Revised Sheet No. 104
Superseding: Second Revised Sheet No. 104

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

3. TRANSPORTATION SERVICE CHARGES (Contd.)

- 3.3 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.6 of the General Terms and Conditions. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.

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First Revised Sheet No. 105 First Revised Sheet No. 105
Superseding: Original Sheet No. 105

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

4. FUEL

In addition to the other payments made pursuant to this Rate Schedule, Shipper shall provide and be responsible for FL&U for the transportation of Natural Gas pursuant to Shipper's TSA.

5. OVERRUN TRANSPORTATION

- 5.1 Authorized Overrun Transportation. On any Day, upon request of Shipper and with Transporter's consent, Shipper may tender and Transporter may receive authorized overrun quantities above the MDQ. All such quantities shall be referred to as authorized Overrun Gas and transported on an interruptible basis. Unless otherwise agreed, Shipper shall pay an amount obtained by multiplying such authorized overrun quantities delivered by Transporter to Shipper or for Shipper's account, at each delivery point(s) or transported on any Segment during the Month by the maximum Authorized Overrun Rate stated on the Statement of Rates sheet. An authorized overrun quantity shall not be subject to more than one authorized overrun rate.
- 5.2 Unauthorized Overrun Transportation. On any Day, any gas quantity that exceeds Shipper's daily scheduled quantity at any receipt or delivery point or on any Segment and which has not been authorized by Transporter is unauthorized. All such quantities shall be referred to as unauthorized Overrun Gas and shall be subject to the Unauthorized Overrun Rate (non-critical or critical condition as applicable). Shipper shall pay an amount obtained by multiplying the quantity of such unauthorized Overrun Gas each Day by the Unauthorized Overrun Rate set forth on the Statement of Rate sheets.

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First Revised Sheet No. 106 First Revised Sheet No. 106

Superseding: Original Sheet No. 106

RATE SCHEDULE FT
Firm Transportation Service
(Continued)

6. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed TSA, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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Superseding: Original Sheet No. 107

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Superseding: Original Sheet No. 108

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Second Revised Sheet No. 109 Second Revised Sheet No. 109
Superseding: First Revised Sheet No. 109

Reserved for future use.

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First Revised Sheet No. 110 First Revised Sheet No. 110
Superseding: Original Sheet No. 110

Reserved for future use.

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Sheet Nos. 111 - 119 Sheet Nos. 111 - 119 : Effective

Reserved Sheet

Original Sheet Nos. 111 through 119 have been reserved.

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FERC Docket: RP10-876-000

First Revised Sheet No. 120 First Revised Sheet No. 120
Superseding: Original Sheet No. 120

RATE SCHEDULE IT
Interruptible Transportation Service

1. AVAILABILITY

- 1.1 This Rate Schedule is for transportation service by Cheyenne Plains Gas Pipeline Company, L.L.C. (hereinafter called Transporter), for any person (hereinafter called Shipper) when Shipper desires interruptible transportation service, and:
- (a) Transporter can render such service with its existing transmission system without need for construction of any additional pipeline facilities other than such new taps, valves, measurement equipment and other facilities which may be required at the receipt or delivery point(s) to effect receipt or delivery of the gas;
 - (b) Shipper makes a valid request pursuant to the requirements of Section 4 of the General Terms and Conditions of this Tariff; and
 - (c) Shipper executes an Interruptible Transportation Service Agreement ("TSA") pursuant to the terms of this Rate Schedule in the form attached hereto; and
 - (d) Shipper has met the creditworthiness requirements of Section 4.10 of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Incorporation by Reference. The TSA in all respects shall be subject to the provisions of this Rate Schedule and the General Terms and Conditions of this Tariff as filed with and accepted by the FERC from time to time.
- 2.2 Transportation Service hereunder is interruptible, and subject to interruption by Transporter at any time. Transportation service under this Rate Schedule will be performed when Transporter has capacity which is not subject to a prior claim by another Shipper or another class of service under a pre-existing contract, TSA, or certificate.

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Original Sheet No. 121 Original Sheet No. 121 : Effective

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Contd.)

- 2.3 Transporter shall not be required to provide transportation service if the quantities tendered are so small as to cause operational difficulties, such as measurement. Transporter shall promptly notify Shipper if such operating conditions exist.
- 2.4 Rates of Flow. Unless otherwise agreed, at each receipt and delivery point, quantities tendered or caused to be tendered for Shipper's account in any Hour shall not exceed 1/24th of daily scheduled quantities at such point. However, Transporter may from time to time permit reasonable operating variations that do not adversely affect other Shippers.

3. TRANSPORTATION SERVICE CHARGES

- 3.1 Applicable Rates. The applicable rates for service hereunder shall be, subject to the other provisions hereof, the rates agreed to by Transporter and Shipper as set forth in the TSA.
 - (a) Commodity Charge. Shipper shall be charged each Month an amount obtained by multiplying the commodity rate set forth in the TSA by the quantity of gas in Dth delivered (excluding Overrun Gas) each Day of the Month by Transporter to Shipper at the delivery point(s).
 - (b) Backhaul Charge. Shipper shall be charged the applicable forward haul rates when the transportation service rendered by Transporter is Backhaul.

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

3. TRANSPORTATION SERVICE CHARGES (Contd.)

3.1 Applicable Rates. (Contd.)

- (c) Incremental Facility Charge. When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter a one-time 100 percent reimbursement for the cost of facilities. The facility charge will include the cost of the facilities, plus related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time. If a contribution in aid of construction (CIAC) is paid by the Shipper in accordance with the construction of facilities agreement and such transaction is determined to be taxable, it shall be increased by an amount (Tax Reimbursement) to compensate for the corporate income tax effects thereof, according to the following formula:

$$\text{Tax Reimbursement} = [\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})] \times [1 + \{\text{Tax Rate}/(1 - \text{Tax Rate})\}]$$

- (d) Other Charges: Shipper shall pay to Transporter when incurred by Transporter all charges related to service provided under this Rate Schedule, including any costs incurred by Transporter on behalf of Shipper.

3.2 Adjustment of Rates.

- (a) Subject to the terms of the TSA, Transporter reserves the right to prescribe and/or adjust at any time any of the rates applicable to service under any individual TSA without adjusting any other rates for service under other TSAs. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term specified in the TSA, the rate for transportation service shall revert to the maximum rate under this Rate Schedule.

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Third Revised Sheet No. 123 Third Revised Sheet No. 123
Superseding: Second Revised Sheet No. 123

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

3. TRANSPORTATION SERVICE CHARGES (Contd.)

3.3 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.6 of the General Terms and Conditions. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.

4. FUEL

In addition to the other payments made pursuant to this Rate Schedule, Shipper shall provide and be responsible for FL&U for the transportation of Natural Gas pursuant to Shipper's TSA.

5. OVERRUN TRANSPORTATION

Unauthorized Overrun Transportation. On any Day, gas that exceeds Shipper's daily scheduled quantity at any receipt or delivery point or on any Segment is unauthorized. All such quantities shall be referred to as unauthorized Overrun Gas and shall be subject to the Unauthorized Overrun Rate (non-critical or critical condition as applicable). Shipper shall pay an amount obtained by multiplying the quantity of such unauthorized Overrun Gas by the Unauthorized Overrun Rate set forth on the Statement of Rates.

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First Revised Sheet No. 124 First Revised Sheet No. 124
Superseding: Original Sheet No. 124

RATE SCHEDULE IT
Interruptible Transportation Service
(Continued)

6. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the executed TSA, all of the General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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Sheet Nos. 125 - 139 Sheet Nos. 125 - 139 : Effective

Reserved Sheet

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First Revised Sheet No. 140 First Revised Sheet No. 140
Superseding: Original Sheet No. 140

RATE SCHEDULE SS
Interruptible Swing Service

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any Operator that currently receives or will receive gas from Transporter at any delivery point where end use market requirements may cause variations in delivered quantities. This service provides for quantity swings for eligible Operators on an interruptible basis and subject to available capacity, when the Operator desires swing service, and when:
- (a) Operator has made a valid request for Interruptible Swing Service pursuant to the provisions set forth in Section 4 of the General Terms and Conditions;
 - (b) Operator has met the conditions of service specified in Section 6 of this Rate Schedule; and
 - (c) Operator and Transporter have executed an Interruptible Swing Service Agreement ("SSA") pursuant to the terms of this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule SS is available to any Operator and shall allow the Operator to receive more or less than the scheduled quantities of gas at designated delivery points. Scheduled transportation service shall be allocated based on the confirmed nominations of the underlying TSAs. Quantities delivered above or below daily scheduled quantities shall be allocated to the SSA and shall be subject to the provisions of the SSA and the General Terms and Conditions.
- 2.2 Swing Service hereunder is interruptible and subject to interruption at any time. Such interruptions may be in effect for extended periods of time. Swing Service shall be available when in Transporter's reasonable judgment, Transporter has capacity available to provide such service without detriment or disadvantage to Transporter's firm obligations or system operational needs.
- 2.3 All Rate Schedule SS delivery points and related Rate Schedule SS Shippers shall be posted on Transporter's EBB in advance of Transporter's use of such points for Swing Service. Such delivery points shall be point(s) not subject to an Operational Balancing Agreement.

RATE SCHEDULE SS
Interruptible Swing Service
(Continued)

3. INTERRUPTIBLE SWING SERVICE CHARGE

- 3.1 Applicable Rates. The rates for service hereunder shall, subject to other provisions hereof, be the rates agreed to by Transporter and Operator as set forth in Exhibit "A" to the SSA, provided that such rates shall not be less than the minimum nor more than the maximum rates for service pursuant to this Rate Schedule, or any effective superseding tariff on file with the FERC.
- 3.2 Commodity Charge. The Operator shall be charged an amount each Month obtained by multiplying a commodity rate as set forth in Exhibit A to the SSA by the end-of-Day quantities allocated to the SSA at each designated delivery point which exceeds +/-5 percent of the daily total scheduled quantities at each such delivery point during the Month. However, no charge shall be assessed on end-of-Day quantities of less than 100 Dth at each delivery point.
- 3.3 Adjustment of Rates. Subject to the terms of the SSA, Transporter reserves the right to prescribe and/or to adjust at any time any of the rates applicable to any individual Operator without adjusting any other rates for that or another Operator; provided, however, that such adjusted rate shall not exceed the applicable maximum rate nor shall it be less than the applicable minimum rate, set forth from time to time on the Statement of Rates sheet of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the term of rate specified in Exhibit "A" of the SSA, the rate for Swing Service shall revert to the maximum allowable rate under this Rate Schedule.

4. BALANCING AND RECALL OF ALLOCATED QUANTITIES

- 4.1 Operators are expected to cause nominations to the delivery points designated in their SSA to be at levels which approximate estimated usage at such points.
- (a) For each designated delivery point, Transporter shall notify Operator of the daily and cumulative Monthly balances of over-deliveries and under-deliveries which are allocated to the SSA.
- (b) Operators must use reasonable efforts to adjust, or cause to be adjusted, the nominations to the designated delivery points to reduce the cumulative balance under the SSA to net to zero.

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FERC Docket: RP10-876-000

First Revised Sheet No. 142 First Revised Sheet No. 142
Superseding: Original Sheet No. 142

RATE SCHEDULE SS
Interruptible Swing Service
(Continued)

4. BALANCING AND RECALL OF ALLOCATED QUANTITIES (Contd.)

4.2 Unless otherwise agreed on a non-discriminatory basis, Transporter may require the Operator to cause a nomination pursuant to Section 6 of the General Terms and Conditions to be made in the next available nomination cycle to eliminate no more than 10 percent of its outstanding SSA balance or up to 5,000 Dth on any Day, whichever amount is greater, by the end of the next full gas Day under the following conditions:

- (a) The cumulative allocated balance under an SSA at the end of any Month is in the same direction as the previous Month (i.e., either positive or negative).
- (b) When, in Transporter's reasonable judgment, such action is necessary to allow Transporter to fulfill higher priority commitments, or is required as a result of Transporter's operational requirements, Transporter shall notify Operator using the notification procedures of Section 6.2(c)(iv) of the General Terms and Conditions when Shipper is required to reduce the cumulative allocated balance as provided for above. In the event a valid nomination is submitted in response to notification by Transporter to reduce the cumulative allocated balance to zero, Operator shall be deemed to have complied with Transporter's notification for that gas Day. Cumulative allocated balances for (i) over-deliveries not removed pursuant to this section, or by the end of the term of an SSA, shall become the property of Transporter at no cost to Transporter free and clear of any adverse claims and (ii) under-deliveries not returned pursuant to this section or by the end of the term of an SSA shall be sold to Operator at 150% of Transporter's Cash Out Index Price.
 - (i) In the event gas is retained pursuant to this section, the value of such gas, less Transporter's demonstrable out-of-pocket costs, shall be credited to all Rate Schedule FT and IT Shippers by invoice credit. Such credit shall be in proportion to the revenues, excluding surcharges, paid by each Shipper during a calendar year and shall be made not later than March 1 of the following year. The value of the credit will be determined by multiplying the quantity of the gas retained (Dth) by the Cash Out Index Price for the Days in which the gas was retained.

Second Revised Sheet No. 143 Second Revised Sheet No. 143
Superseding: First Revised Sheet No. 143

RATE SCHEDULE SS
Interruptible Swing Service
(Continued)

4. BALANCING AND RECALL OF ALLOCATED QUANTITIES (Contd.)

4.2 (b) (Contd.)

(ii) In the event Shipper is required to pay for gas that Shipper fails to redeliver to Transporter under this section, the value of such gas, net of Transporter's replacement gas costs, shall be credited to all Rate Schedule FT and IT Shippers by invoice credit. Such credit shall be in proportion to the revenues, excluding surcharges, paid by each Shipper during a calendar year and shall be made not later than March 1 of the following year. The value of such gas will be determined by multiplying the quantity of Gas acquired (Dth) by the Cash Out Index Price for the Days in which the gas was acquired.

4.3 Monthly Imbalances and Balancing Upon Termination. End-of-Month imbalances and any imbalances remaining at termination shall be subject to the procedures set forth in Section 10 of the General Terms and Conditions.

5. HOURLY UNAUTHORIZED OVERRUN

5.1 For each Hour, Operator's Hourly aggregate scheduled quantities shall be defined as 1/24 of all daily scheduled quantities (Hourly Entitlement) at Operator's Qualified Point, including any scheduled HEEN quantities.

5.2 Hourly Unauthorized Overrun. Hourly deliveries of gas in excess of Operator's Hourly Entitlement shall be subject to the Hourly Unauthorized Overrun Rate. Operator shall pay an amount obtained by multiplying the largest quantity of such Hourly unauthorized overrun gas during any one Hour of a Day times 24, times the rate shown below for the applicable Hourly quantity.

Hourly Unauthorized Overrun Quantities greater than 100 Dth or:

- | | | |
|-----|---------------------------|--------------------------|
| (a) | 3% of Hourly Entitlement | 2 times maximum IT rate |
| (b) | 5% of Hourly Entitlement | 5 times maximum IT rate |
| (c) | 10% of Hourly Entitlement | 10 times maximum IT rate |

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FERC Docket: RP10-876-000

First Revised Sheet No. 144 First Revised Sheet No. 144
Superseding: Original Sheet No. 144

RATE SCHEDULE SS
Interruptible Swing Service
(Continued)

6. CONDITIONS OF SERVICE

- 6.1 Upon designation of a Swing Service delivery point as a Qualified Point, Operator may receive Hourly delivery service supported by Hourly Entitlement Enhancement Nominations ("HEEN").
- (a) The Swing Service point of delivery should be posted as a Qualified Point on Transporter's EBB.
 - (b) In addition to the daily balancing requirements specified in Section 4 of this Rate Schedule, Operator shall be responsible for any Hourly overruns at the point of delivery.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the SSA, are made a part of this Rate Schedule.

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FERC Docket: CP03-302-004

Sheet Nos. 145 - 199 Sheet Nos. 145 - 199 : Effective

Reserved Sheet

Original Sheet Nos. 145 through 199 have been reserved.

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Fourth Revised Sheet No. 200 Fourth Revised Sheet No. 200
Superseding: Third Revised Sheet No. 200

Reserved for future use.

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Second Revised Sheet No. 201 Second Revised Sheet No. 201
Superseding: First Revised Sheet No. 201

GENERAL TERMS AND CONDITIONS

Unless otherwise stated, these General Terms and Conditions apply to all transportation service provided under this Tariff.

1. DEFINITIONS

- 1.1 "Backhaul" - shall mean a transaction that is nominated opposite to the Primary Receipt-to-Delivery Flow Path direction of a TSA. Backhaul nominations are scheduled as Secondary Capacity up to the MDQ.
- 1.2 "Bidding Shipper" - is any Shipper who is pre-qualified pursuant to Section 9 of the General Terms and Conditions to bid for capacity or who is a party to a prearranged release.
- 1.3 "British Thermal Unit" ("Btu") - One (1) Btu shall mean one British thermal unit and is defined as the amount of heat required to raise the temperature of one (1) pound of water from fifty-nine degrees Fahrenheit (59°F) to sixty degrees Fahrenheit (60°F) at a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia). Total Btu's shall be determined by multiplying the total volume of Natural Gas delivered times the gas Heating Value expressed in Btu's per cubic foot of gas adjusted on a dry basis.
- 1.4 "Bumping" or "Bump" - shall mean:
 - (a) The reduction of a previously scheduled and confirmed interruptible transportation quantity to permit Transporter to schedule and confirm a firm transportation nomination which has a higher priority and which was submitted as an intraday nomination.
 - (b) In the event that a discount is granted pursuant to Section 3.2 of Rate Schedule FT that affects previously scheduled quantities, "Bumping" or "Bump" shall also mean the reduction of a firm transportation quantity previously scheduled and confirmed to permit Transporter to schedule and confirm a firm transportation intraday nomination which has a higher priority.
 - (c) In the even of an intraday recall of released capacity, "Bumping" or "Bump" shall also mean the reduction of the Replacement Shipper's previously scheduled and confirmed firm transportation quantity.

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First Revised Sheet No. 202 First Revised Sheet No. 202
Superseding: Original Sheet No. 202

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- 1.4 "Bumping" or "Bump" (Contd.)
Bumping that affects transactions on multiple Transportation Service Providers should occur at grid-wide synchronization times only (NAESB WGQ Standard 1.3.39). Absent an agreement to the contrary between Transporter, Shipper and any affected interconnect party, a Bump shall not result in a scheduled quantity that is less than the applicable elapsed pro rated flow quantity. Elapsed-prorated-scheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform Hourly quantity for each nomination period affected (NAESB WGQ Standard 1.2.12).
- 1.5 "Business Day" - Monday through Friday, excluding Federal Banking Holidays for transactions in the United States.
- 1.6 "Cash Out Index Price" - shall be the highest of the index prices described in Section 10.4, if Shipper owes balances to Transporter (including overrun gas). The "Cash Out Index Price" shall be the lowest of the index prices described in Section 10.4, if Transporter owes balances to Shipper.
- 1.7 "Cheyenne Hub" - a confluence of pipelines near Cheyenne, Wyoming consisting of interconnections with Colorado Interstate Gas company, Wyoming Interstate Company, Ltd., Trailblazer Pipeline Company, KM Interstate Gas Transmission, LLC., and the intrastate systems of Public Service Company of Colorado and Cheyenne Light, Fuel and Power Company.
- 1.8 "Critical Notices" - are defined, in conformance with NAESB WGQ Standard 5.2.1, as those notices which pertain to information of conditions on Transporter's System that affect scheduling or adversely affect scheduled gas flow.
- 1.9 "Day" - A period of 24 consecutive Hours, except for those Days that are adjusted for Daylight Savings Time, commencing and ending at 9:00 a.m., Central Clock Time ("CCT"), or such other period as the parties may agree upon. "Clock time" indicates that Transporter will adjust its gas Day to reflect changes for Daylight Savings Time.

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- 1.10 "Dekatherm" ("dth") - One (1) dth shall mean a quantity of gas containing one million (1,000,000) Btu's.
- 1.11 "Federal Energy Regulatory Commission" - the federal regulatory agency, or any succeeding agency, having jurisdiction of the Gas Tariff, also referred to as "FERC" or "Commission."
- 1.12 "FL&U" - Fuel Gas and Lost and Unaccounted for Gas.
- 1.13 "Flow Path Secondary Capacity" - shall mean the capacity status assigned to that portion of a firm transportation transaction for which the receipt or delivery point lie outside the Primary Receipt-to-Delivery Flow Path when at least some part of such transaction passes through Shipper's Primary Receipt-to-Delivery Flow Path. Additionally, the Flow Path Secondary priority shall apply to any non-Primary Point that lies within Shipper's Primary Receipt-to-Delivery Flow Path, and such point shall be designated a Flow Path Secondary Point. Flow Path Secondary Capacity is limited by the capacity entitlement of the underlying TSA on the Primary Receipt-to-Delivery Flow Path Segment being used.
- 1.14 "Heating Value" - The quantity of heat, measured in Btu, produced by combustion in air of one (1) cubic foot of anhydrous gas at a temperature of sixty degrees Fahrenheit (60°F) and a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia), the air being at the same temperature and pressure as the gas, after the products of combustion are cooled to the initial temperature of the gas and air, and after condensation of the water formed by combustion.
- 1.15 "Hour" - shall mean a period of 60 consecutive minutes beginning at the top of each Hour of the Gas Day and ending at the top of the next Hour (i.e. Hour 1 starts at 9:00 a.m. CCT and ends at 10:00 a.m. CCT).

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First Revised Sheet No. 204 First Revised Sheet No. 204
Superseding: Original Sheet No. 204

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- 1.16 "Hourly Entitlement Enhancement Nomination" or "HEEN" - shall mean a request submitted by a Rate Schedule FT Shipper to reserve part or all of its MDQ for the nominated flow Day to support non-uniform Hourly deliveries at a Qualified Point. HEEN nominations may only be submitted for the Timely or Evening Nomination Cycles to a Qualified Point of delivery. All HEEN nominations must be forward haul. Eligible receipt points for HEEN nominations will be determined based on the pipeline volume (pipe diameter, distance and pressure) required to support the requested Hourly flexibility. Receipt points for all designated Qualified Points will be posted on Transporter's EBB. Hourly Entitlement Enhancement Nominations must meet all other criteria for a valid Nomination. The sum of all HEEN nominations under a TSA may not be in excess of the Shipper's MDQ.
- 1.17 "Interconnecting Party" - shall mean the party or such party's designee that is responsible for operations of a Natural Gas system which interconnects with Transporter's pipeline system and is responsible for verifying nominations and scheduling gas flow at such point of interconnections. An Interconnecting Party is also a Confirming Party. Each Interconnecting Party is required to submit confirmation pursuant to the timelines identified in Section 6.1 of these General Terms and Conditions, unless specifically exempted by Transporter.
- 1.18 "Maximum Delivery Quantity" or "MDQ" - shall mean the maximum quantity of Gas, expressed in Dth per Day, which Transporter shall be obligated to Deliver under a firm TSA.
- 1.19 "Month" - A period commencing on the first Day of the corresponding calendar Month and ending on the first Day of the next following calendar Month.

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.20 "NAESB WGQ Standards" - Business practices and electronic communication practices promulgated by the Wholesale Gas Quadrant ("WGQ") of the North American Energy Standards Board ("NAESB") and adopted and codified by the Commission in Section 284.10(b) of the Commission's Regulations. Unless otherwise stated, all NAESB WGQ Standards referenced by or incorporated into this Tariff are Version 1.8. Notwithstanding this Section 1.20, Transporter shall adhere to the NAESB WGQ Standards as modified by Order No. 717. The NAESB WGQ Standards listed below are hereby incorporated into this Tariff by reference:

0.2.1	through	0.3.15
1.2.2	through	1.2.6
1.2.8	through	1.2.11
1.2.13	through	1.2.19
1.3.3	through	1.3.4
1.3.6		
1.3.8	through	1.3.9
1.3.13	through	1.3.14
1.3.17	through	1.3.18
1.3.20	through	1.3.27
1.3.30		
1.3.34	through	1.3.38
1.3.40		
1.3.42	through	1.3.50
1.3.52	through	1.3.63
1.3.66	through	1.3.77
1.3.79		
1.4.1	through	1.4.7
2.2.2	through	2.2.5
2.3.1	through	2.3.6
2.3.9	through	2.3.10
2.3.15	through	2.3.23
2.3.25	through	2.3.35
2.3.40	through	2.3.64
2.4.1	through	2.4.16
3.2.1		
3.3.1	through	3.3.24
3.3.26		
3.4.1	through	3.4.4
4.2.1	through	4.2.20
4.3.1	through	4.3.18
4.3.20		
4.3.22	through	4.3.62
4.3.64	through	4.3.76

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Substitute Second Revised Sheet No. 206 Substitute Second Revised Sheet No. 206

Superseding: First Revised Sheet No. 206

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.20 "NAESB WGQ Standards" (Contd.)

4.3.78	through	4.3.93
5.2.3		
5.3.3		
5.3.5		
5.3.7	through	5.3.12
5.3.15		
5.3.17	through	5.3.20
5.3.24	through	5.3.25
5.3.28	through	5.3.29
5.3.31	through	5.3.33
5.3.35	through	5.3.43
5.3.46	through	5.3.50
5.3.52		
5.3.55		
5.3.57	through	5.3.60
5.4.1	through	5.4.23
10.2.1	through	10.2.38
10.3.1		
10.3.3	through	10.3.25

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- 1.21 "Natural Gas" - Any mixture of hydrocarbons or of hydrocarbons and noncombustible gases, in a gaseous state, consisting essentially of methane.
- 1.22 "One Thousand Cubic Feet" ("Mcf") - The quantity of Natural Gas occupying a volume of one thousand (1,000) cubic feet at a temperature of sixty degrees Fahrenheit (60°F) and at a pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).
- 1.23 "Operator" - The person or entity that is responsible for the operation of a facility at which gas flows into or out of Transporter's System.
- 1.24 "Prearranged Shipper" - is any Shipper who is qualified, pursuant to Section 9.8, and seeks to acquire capacity under a prearranged release for which notice is given pursuant to Section 9.6.
- 1.25 "Primary Capacity" - shall mean the transmission system capacity on any portion of the Primary Receipt-to-Delivery Flow Path reserved for a Shipper under a firm TSA. On any pipeline Segment, Primary Capacity is limited by the primary receipt point quantity upstream of such Segment and the primary delivery point quantity downstream of such Segment, whichever is less.
- 1.26 "Primary Point(s)" - shall mean those receipt and delivery point(s) where Shipper is entitled to firm service.
- 1.27 "Qualified Point(s)" - shall mean a valid delivery point for Hourly delivery services and must meet the following criteria:
 - (a) A Qualified Point must be supported by measurement equipment that can provide custody-transfer quality data on an Hourly basis.
 - (b) The Operator at a Qualified Point must agree to support Hourly services.
 - (c) all Qualified Points will be identified on Transporter's EBB.

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- 1.28 "Receipt-to-Delivery Flow Path" - shall mean the path of gas through and from a receipt point to and through a delivery point. Furthermore, "Primary Receipt-to-Delivery Flow Path" shall mean the path of gas through and from a primary receipt point to and through a primary delivery point. The direction of flow shall be deemed to be from the primary receipt point to the primary delivery point.
- 1.29 "Releasing Shipper" - is any Shipper with a TSA under Rate Schedule FT who elects to release all or a portion of its firm capacity, subject to the capacity release program contained in Section 9 of the General Terms and Conditions.
- 1.30 "Replacement Shipper" - is any Shipper who acquired capacity rights from a Releasing Shipper through Transporter's capacity release program as contained in Section 9 of the General Terms and Conditions.
- 1.31 "Secondary Capacity" - shall mean capacity nominated under a firm TSA that is other than Primary Capacity or Flow Path Secondary Capacity.
- 1.32 "Secondary Point(s)" - shall mean those receipt and delivery points which are not specified in the firm TSA as Primary Points. Secondary Points which lie in the Primary Receipt-to-Delivery Flow Path are automatically awarded a scheduling status of Flow Path Secondary.
- 1.33 "Secondary Delivery Point" - shall mean a delivery point which is not specified in the firm TSA as a primary delivery point and which is located outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.34 "Secondary Receipt Point" - shall mean a receipt point which is not specified in the firm TSA as a primary receipt point and which is located outside of Shipper's Primary Receipt-to-Delivery Flow Path.

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First Revised Sheet No. 209 First Revised Sheet No. 209
Superseding: Original Sheet No. 209

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- 1.35 "Segment" - shall mean a discrete portion of Transporter's pipeline system between two specific locations. Segments may be identified by a Shipper's nomination or by Transporter for operational purposes.
- 1.36 "Segmentation" - shall refer to the ability of a Shipper holding a firm TSA to subdivide such capacity into Segments and to use those Segments for different capacity transactions. Segmentation may be implemented by the Shipper by designating a number of discrete transportation combinations (receipt points to delivery points), each of which being equal to or less than Shipper's Primary Capacity for that pipeline Segment. The applicability and prerequisites for Segmentation are described in Section 8.1(a) of the General Terms and Conditions.
- 1.37 "Shipper" - Any person or entity who either (a) is receiving service on Transporter's System; (b) has executed a service agreement under any rate schedule; or (c) has completed a request for service.
- 1.38 "Transportation Service Agreement"- or "TSA" shall mean the contract, in the form contained in this Tariff, setting forth the specific elements of each transportation transaction, such as Shipper name, receipt and delivery point(s), and term.
- 1.39 "Transporter's System" - Transporter's System is displayed on the system map in this Tariff.

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Sheet Nos. 210 - 212 Sheet Nos. 210 - 212 : Effective

Reserved Sheet

Original Sheet Nos. 210 through 212 have been reserved,

GENERAL TERMS AND CONDITIONS
(Continued)

2. MEASUREMENT

- 2.1 Unit of Measurement and Metering Base - The volumetric measurement base shall be 1 cubic foot of gas at a pressure base of 14.73 pounds per square inch absolute, at a temperature base of 60 degrees Fahrenheit, and without adjustment for water vapor.

The cutoff for closing measurement is five Business Days after the business Month (NAESB WGQ Standard 2.3.7). Measurement data that is missing or late at the cutoff is to be estimated. (Estimate missing or late measurement data and treat actual as prior period adjustment, with the measuring party to provide the estimate.) (NAESB WGQ Standard 2.3.13) For treatment of measurement prior period adjustments, treat the adjustment by taking it back to the production Month. A meter adjustment becomes a prior period adjustment after the fifth Business Day following the business Month (NAESB WGQ Standard 2.3.11). For reporting measurement prior period adjustments, report it with the restated line item with the new total quantity for the Day and Month (NAESB WGQ Standard 2.3.12).

- 2.2 Measurement data corrections should be processed within 6 Months of the production Month with a 3-Month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard (NAESB WGQ Standard 2.3.14). This 3-Month rebuttal period shall begin with the interested party issuing a written notification that a measurement dispute exists. These disputes will apply to measurement errors that involve quantities that Transporter has direct custody transfer responsibilities over, as well as volumes measured by other companies that have been audited by Transporter.
- 2.3 Measurement data available upstream of aggregated points should be sent to the allocating party and used to allocate the aggregated volume back to the upstream points (NAESB WGQ Standard 2.3.8).
- 2.4 Transporter's measurement information provided via electronic delivery mechanism (EDM) shall conform to the requirements of the Data Dictionary standards as set forth in NAESB WGQ Standards 2.4.4 and 2.4.5.

GENERAL TERMS AND CONDITIONS
(Continued)

2. MEASUREMENT (Continued)

- 2.5 Atmospheric Pressure. For the purpose of measurement, calculation and meter calibration, the average absolute atmospheric (barometric) pressure shall be based on the actual altitude of each point of measurement irrespective of variations in natural atmospheric pressure from time to time.
- 2.6 Temperature. The temperature of the gas shall be determined at the points of measurement by means of a properly installed temperature transmitter of standard manufacture determined by Transporter in exercise of its reasonable judgment to be installed in accordance with the recommendations contained in ANSI/API 2530 First Edition (Orifice Metering of Natural Gas). The arithmetic average of Hourly temperatures for each Day shall be used in computing temperatures of the gas during such Day. In the event electronic computer measurement is used, average daily temperature will be computed as a running average of data determined during each computer scan.
- 2.7 Determination of Heating Value and Specific Gravity. The Gross Heating Value and specific gravity of the gas may be determined by gas chromatographic analysis. This shall be done by either a gas sample or by an on-line gas chromatograph. In the event a continuous Gas sampling device is used, intervals mutually agreed upon should not be less than every Month. The determination of Gross Heating Value and specific gravity from chromatograph shall input continuously into the computer for quantity calculations. In the event a continuous gas sampler is installed, then the Gross Heating Value and specific gravity shall be determined in the laboratory by chromatograph. Such determinations shall be considered as the Gross Heating Value and specific gravity of all gas delivered during the applicable period of sampling. All Gross Heating Value and specific gravity determinations made with a chromatograph shall use physical gas constants for gas compounds, as outlined in ANSI/API 2530 with any subsequent amendments or revisions to which the Parties may mutually agree.
- 2.8 Supercompressibility. The measurement hereunder shall be corrected for deviation from Boyle's law in accordance with AGA Report No. 8.

GENERAL TERMS AND CONDITIONS
(Continued)

2. MEASUREMENT (Continued)

2.9 Measurement Equipment.

- (a) Unless otherwise agreed, Transporter will install, maintain, or operate or cause to be installed, maintained and operated, measuring stations equipped with flow meters and other necessary metering and measuring equipment by which the volumes of gas received and delivered hereunder shall be determined. Shipper may install check-measuring equipment at its own cost and expense, provided such equipment shall be so installed as not to interfere with the operations of Transporter. The reading, calibrating, and adjusting of electronic computer components and/or mechanical recording instruments thereof shall be done only by the equipment owner or such owner's representative, unless otherwise agreed upon. Both Transporter and Shipper shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment; provided, however, failure of either Transporter or Shipper to witness such an operation shall not affect the validity of such operation in any way. The records from such measuring equipment shall remain the property of their owner, but upon request, each will submit within 10 Days to the other its records, together with calculations there from, for inspection, subject to return within 30 Days after receipt thereof. The measurement equipment of Shipper shall be for check purposes only and, except as expressly provided in the applicable agreement, shall not be used in the measurement of gas for purposes of the Agreement.
- (b) Orifice Meters. Orifice meters shall be installed and gas volumes computed in accordance with the standards prescribed in AGA Report No. 3 "Orifice Metering of Natural Gas."
- (c) Ultrasonic Meters. Ultrasonic meters shall be installed and gas volumes computed in accordance with the standards prescribed in AGA Report No. 9 "Measurement of Gas by Multipath Ultrasonic Meters".
- (d) Positive Displacement Meters. Positive displacement meters shall be installed and gas volumes computed in accordance with generally accepted industry practices.
- (e) Electronic Flow Computers. Electronic flow computers shall be used for direct computation of gas flows for custody transfer.
- (f) New Measurement Techniques. If, at any time during the term hereof, a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or technique may be substituted by Transporter in exercise of its reasonable judgment. Transporter shall promptly inform all Shippers of any new technique adopted.

GENERAL TERMS AND CONDITIONS
(Continued)

2. MEASUREMENT (Continued)

2.9 Equipment (Continued)

- (g) Calibration and Test of Meters. The accuracy of all measuring equipment shall be verified by Transporter at reasonable intervals, and if requested, in the presence of representatives of Shipper, but neither Shipper nor Transporter shall be required to verify the accuracy of such equipment more frequently than once in any 30-Day period. If either Party at any time desires a special test of any measuring equipment, it will promptly notify the other, and the Parties shall then cooperate to secure a prompt verification of the accuracy of such equipment.
- (h) Correction of Metering Errors. If, upon test, the measuring equipment is found to be in error by not more than one percent (1%), previous recordings of such equipment shall be considered accurate in computing deliveries, but such equipment shall be adjusted at once to record accurately. If, upon test, the measuring equipment shall be found to be inaccurate by an amount exceeding one percent (1%), at a recording corresponding to the average Hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period that is known definitely or agreed upon. In case the period is not known or agreed upon, such correction shall be for a period equal to the lesser of one-half of the time elapsed since the date of the last test or sixteen Days.
- (i) Failure of Measuring Equipment. In the event any measuring equipment is out of service or is found registering inaccurately and the error is not determinable by test or by previous recordings, receipts or deliveries through such equipment shall be estimated and agreed to by the Parties upon the first of the following methods which is feasible:
 - (A) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation.
 - (B) By using the registration of any check meter or meters, if installed and accurately registering.
 - (C) By estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.
- (j) Preservation of Records. Shipper and Transporter shall preserve for a period of at least 3 years, or for such longer period as may be required by appropriate authority, all test data and other similar records.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY OF GAS

3.1 Freedom from Objectionable Matter. The gas which Transporter delivers to Shipper and the gas which Shipper delivers to Transporter for transport shall comply with the following requirements:

- (a) Shall be commercially free from dust, gums, gum-forming constituents, dirt, impurities, or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the pipelines, regulators, meters, or other equipment of Transporter;
- (b) Shall not contain more than .25 grain of hydrogen sulphide per 100 cubic feet of gas;
- (c) Shall not contain more than 5 grains of total sulphur (including the sulphur in hydrogen sulphide and mercaptans) per 100 cubic feet;
- (d) Shall not at any time have an oxygen content in excess of 10 parts per million by volume, and the Parties hereto shall make every reasonable effort to keep the gas free of oxygen;
- (e) Shall be delivered at a temperature not in excess of 120 degrees Fahrenheit or less than 20 degrees Fahrenheit;
- (f) Shall not contain (i) more than 3 percent by volume of carbon dioxide for gas received from the Cheyenne Hub, (ii) more than 2 percent from all other receipt points, and (iii) more than 2 percent for deliveries by Transporter at Shipper's primary delivery point.
- (g) Shall not contain water vapor in excess of 5 pounds per million cubic feet of gas; and
- (h) Shall not contain a Hydrocarbon Dew Point exceeding 25 degrees Fahrenheit at pressure between 100 p.s.i.a. and the maximum available operating pressures of Transporter's transmission facility, as calculated from the gas composition.

Notwithstanding the above, Transporter shall not be required to receive gas at any receipt point which is of a quality inferior to that required by Shipper or a third party at any delivery point. Transporter shall not be liable to Shipper or any third party for any damages incurred as a result of Transporter's refusal to receive gas as a result of this provision.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY OF GAS (Continued)

- 3.2 Heat Content. The gas tendered at each receipt and delivery point shall contain a Gross Heating Value of not less than 950 Btu per cubic foot.
- 3.3 Commingling. Gas delivered by Shipper will be commingled with the gas of other Shippers in the system. Accordingly, Shipper's gas shall be subject to such changes in Gross Heating Value and other specifications as may result from such commingling.
- 3.4 Waiver of Quality Specifications. Transporter, in its reasonable discretion and judgment, may waive the gas quality specifications at any receipt point to accept gas that does not conform to the quality specifications set forth in this section, if Transporter determines that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of part or all of Transporter's pipeline system, (2) ensure that such gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such gas does not adversely affect Transporter's ability to tender gas for delivery to a downstream pipeline or end-user.
- 3.5 Shipper's Failure to Meet Specifications. Should any gas tendered by Shipper to Transporter hereunder fail at any time to conform to any of the specifications of this section, Transporter shall notify the Shipper responsible of any such failure, and Transporter may suspend all or a portion of the receipt of any such gas which may jeopardize Transporter's ability to meet its obligations to its other Shippers or endanger the safe operation and integrity of Transporter's System. Transporter shall be relieved of its obligations hereunder to the extent of rightful suspension for the duration of such time as such off-specification gas tendered by such Shipper does not meet the specifications; provided, however, such suspension by Transporter shall not relieve Shipper of its payment obligations hereunder. Upon receipt of notice by Transporter, Shipper shall, at its expense, make a diligent effort to correct such failure by treatment, cooling, or dehydration consistent with prudent operation so as to tender gas conforming to the above specifications.

GENERAL TERMS AND CONDITIONS
(Continued)

3. QUALITY OF GAS (Continued)

- 3.6 Upon mutual written agreement between Transporter and the downstream Interconnecting Party, Transporter may temporarily deliver gas that does not conform to the quality specifications set forth in Sections 3.1 or 3.2 of the General Terms and Conditions, if Transporter, in its reasonable operational judgment and in a not unduly discriminatory manner, determines that such delivery of gas will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of part or all of Transporter's pipeline system, (2) ensure that such agreement does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such agreement does not adversely affect Transporter's ability to tender gas for delivery to another downstream pipeline or end-user. Such agreement, including the duration of the agreement, shall be posted on the electronic bulletin board.
- 3.7 Odorization. As between Transporter and Shipper, Transporter shall have no obligation whatsoever to odorize the Natural Gas delivered, nor to maintain any odorant levels in such Natural Gas. Notwithstanding Section 25.1 herein, Shipper agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors against any liability, loss or damage, including litigation expenses, court costs and attorneys' fees, whether or not such liability, loss or damage arises out of any demand, claim, action, cause of action, and/or suit brought by Shipper or by any person, association or entity, public or private, that is not a party to the TSA, where such liability, loss or damage is suffered by Transporter, its officers, agents, employees and/or contractors as a direct or indirect result of any actual or alleged sole or concurrent negligent failure by Transporter or any actual or alleged act or omission of any nature by Shipper to odorize the Natural Gas or product delivered under the TSA or to maintain any odorant levels in such Natural Gas or product.

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Sheet Nos. 220 - 221 Sheet Nos. 220 - 221 : Effective

Reserved Sheet

Original Sheet Nos. 220 and 221 have been reserved.

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICE

- 4.1 Request for Service. A Shipper must comply with Sections 4.2 and 4.10 in order to complete a valid request for service.
- 4.2 Information to be Provided. If a Shipper desires service under this Tariff, it must request the service by providing the following information electronically or in writing:
- (a) The full legal name, business address and phone number, and state of incorporation of the Shipper requesting service and the party with whom all contact should be made.
 - (b) A designation of whether Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, producer, end-user or marketer.
 - (c) The extent of Shipper's affiliation with Transporter.
 - (d) Shipper's Dun and Bradstreet number.
 - (e) Type of service: firm, interruptible, or interruptible swing.
 - (f) The initial term of the service, including beginning and ending dates.
 - (g) Daily quantity at each receipt point(s) ____ Dth/Day.
Daily quantity at each delivery point(s) ____ Dth/Day.

The total receipt point capacity must equal the total delivery point capacity.
 - (h) The Maximum Delivery Quantity under the contract.
 - (i) Receipt and delivery points requested.
- If Section 311, 18 C.F.R. Part 284, Subpart B transportation service is requested, the Shipper must provide the following information to Transporter:
- (j) A declaration explaining how the requested service qualifies as Section 311 service;
 - (k) The name of the local distribution company or intrastate pipeline company on whose behalf the gas will be transported; and
 - (l) Certification from a local distribution company or an intrastate pipeline that the service is being provided on its behalf prior to commencing transportation service.

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICE (Continued)

4.3 Capacity Bidding and Evaluation Criteria.

- (a) A Shipper bidding for released firm capacity from another Shipper must follow the procedures of Section 9.
- (b) Transporter may grant requests for firm service on a not unduly discriminatory basis within the following time periods and subject to the below listed conditions:
 - (i) For service with a term of one year or longer, the service must be requested to begin no later than three Months from the date the request is granted;
 - (ii) For service with a term greater than three Months but less than one year, the service must be requested to begin no later than one Month from the date the request is granted;
 - (iii) For service with a term of three Months or less, the service must be requested to begin no later than ten Business Days from the date the request is granted.
- (c) Transporter will consider, on a not unduly discriminatory basis, requests for firm service outside of the above specified time periods if the request involves any of the following conditions:
 - (i) The request is associated with an open season;
 - (ii) The request involves capacity that is available due to the termination of an existing contract or the reduction of contracted volume under an existing contract; or
 - (iii) The request involves the modification or construction of facilities or the issuance of any necessary certificate authorization.
- (d) Should Transporter conduct an open season, it will post a notice of availability of the uncontracted-for capacity on its EBB to afford all potential Shippers an opportunity to acquire the capacity. Any party wishing to purchase the capacity, and who meets Transporter's creditworthiness requirements, may participate in the open season. Transporter will award the capacity on a net present value basis using nondiscriminatory and objective posting and evaluation criteria specified in the notice of open season. When an open season is being conducted, all applicable requests for service will be treated under this open season process.

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICE (Continued)
- 4.3 Capacity Bidding and Evaluation Criteria (Continued)
- (e) Transporter will conduct an open season (involving either an open offer to sell capacity or a pre-arranged transaction) if it wishes to sell capacity where the requested start date extends one year or more into the future. The open season will comply with the requirements of Section 4.3(d) above.
 - (f) If Transporter sells firm capacity pursuant to Section 4.3(c) (i), that capacity will be made available to other shippers on an interim basis up to the commencement date of the prospective firm transportation service agreement. Where the requested start date of the prospective capacity extends more than one year into the future and the interim capacity would otherwise be eligible for the right of first refusal ("ROFR") if it is acquired at the maximum applicable tariff rate, Transporter will limit the ROFR rights of such interim capacity. If ROFR rights are limited, the transportation service agreement will note the limitation.
- 4.4 If Shipper fails to execute an agreement or any amendment thereto tendered by Transporter in response to a valid request for service within 30 Days of the date tendered, Shipper's request shall be deemed null and void.
- 4.5 Capacity Reserved for Expansion Projects. Transporter may elect to reserve for future expansion projects, any unsubscribed capacity or capacity under expiring or terminating TSAs where such TSAs do not have a ROFR or Shipper does not exercise its ROFR.
- (a) Capacity may be reserved up to one year prior to Transporter filing for certificate authority for construction of proposed expansion facilities, and thereafter until all expansion facilities are placed into service.
 - (b) Transporter may only reserve capacity for a future expansion project for which an open season has been or will be held within one year of the date that Transporter posts such capacity as being reserved. Transporter will not, absent Commission approval, accept advance payments to reserve capacity under this Section 4.5.

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICE (Continued)

4.5 Capacity Reserved for Expansion Projects (Continued)

- (c) If Transporter elects to reserve capacity, it will notify Shippers of its intent as part of its posting of capacity on its EBB. Transporter's posting for reserved capacity for future expansion projects shall include the following information: (i) a description of the project for which the capacity will be reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so when, Transporter anticipates that an open season for the capacity will be held or the reserved capacity will otherwise be posted for bids; (v) the projected in-service date of the new facilities; and (vi) on an ongoing basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a ROFR. The posting for reserved capacity shall also include a non-binding solicitation for Turnback Capacity to serve the expansion project, provided that Transporter shall post the non-binding solicitation for Turnback Capacity no later than 90 Days after the close of the expansion project open season. Transporter shall make reasonable efforts to update the posting up to the in-service date of the project to reflect any material changes in the scope of the project.

- (d) When reserving capacity for future expansion projects, Transporter must make the capacity generally available to Shippers prior to the reservation period. When an open season is held prior to the expansion project open season, Transporter shall have the right to state in the open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the previous capacity open season, Transporter shall hold another open season for the capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the capacity open season, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)

4.5 Capacity Reserved for Expansion Projects (Continued)

- (e) Any capacity reserved under this Section 4.5 shall be made available for transportation service pursuant to these General Terms and Conditions on a limited-term basis up to the in-service date of the expansion project(s). For such limited-term TSAs, Transporter reserves the right to limit any term extension rights provided in the TSA and pursuant to Section 4.9 commensurate with the proposed in-service date of the expansion project. Transporter will indicate in any open season posting of the capacity any limitations on term extension rights that will apply to such limited-term transportation service.
- (f) Any capacity reserved for a project that does not go forward for any reason shall be reposted as generally available capacity within 30 Days of the date that the project terminates.

4.6 Off-System Capacity.

- (a) Transporter may enter into transportation and/or storage agreements with upstream or downstream entities, including other interstate and intrastate pipeline and storage providers (off-system capacity). In the event that Transporter acquires off-system capacity, Transporter will use such capacity for operational reasons or to render service for its Shippers on the acquired capacity, pursuant to Transporter's Tariff and subject to Transporter's currently approved rates. In the event the off-system capacity is subject to renewal limitations, as specified in the third-party pipeline's tariff and/or provided by FERC Regulations, Transporter will indicate in its posting of firm unsubscribed capacity any limitation to the extension rights that will apply as a result of such limitations on the off-system capacity. For purposes of transactions entered into subject to this section, the "Shipper must hold title" requirement shall be waived on the acquired capacity.

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First Revised Sheet No. 226 First Revised Sheet No. 226
Superseding: Original Sheet No. 226

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)

4.6 Off-System Capacity (Continued)

- (b) Third Party Charges. If Transporter acquires off-system capacity from a third party(s) pursuant to Section 4.6 above and provides transportation and/or storage service for the benefit of Shipper(s), Shipper(s) may, on a non-discriminatory basis, be required to pay Transporter, in addition to any applicable rates and charges assessed pursuant to this Tariff, the rates and charges Transporter is obligated to pay such third party(s) for the off-system capacity. Such charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees and/or facility charges that are assessed by the third party. Such charges shall be set forth as separate items on the monthly invoices rendered to Shipper.

- (c) Any off-system capacity acquired by Transporter from a third party and contracted for at the request of a Shipper which is not used by that Shipper or a Replacement Shipper shall be offered to other Shippers on a secondary and interruptible basis, pursuant to Transporter's FERC Gas Tariff and subject to Transporter's currently effective rates, including any applicable Third Party Charges, as such tariff and rates may change from time to time. Transporter will indicate in its posting of any off-system capacity available for service whether any Third Party Charges will apply to the use of such off-system capacity.

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)

4.7 Electronic Execution of Agreements - Unless otherwise agreed, Transporter and Shipper will electronically execute all Transportation Service Agreements, exhibits, and amendments thereto ("Service Agreements" or "Agreements"). Electronic execution of Agreements shall be deemed to be in the form of the Form of Service Agreement for the applicable rate schedule. Shipper may also specifically request a written Agreement. Electronic execution of non-conforming Service Agreements shall be followed up with a written Service Agreement which shall be executed and filed for Commission review.

- (a) The Service Agreement shall be deemed to be electronically executed by Shipper when the Shipper accepts the service request electronically. The Service Agreement shall be deemed to be electronically executed by Transporter when Transporter accepts the Shipper's request for capacity. A Service Agreement that is executed in this manner shall be deemed to have been "signed" and to constitute an "original" when printed from electronic files or records.
- (b) Notwithstanding the above, if the Shipper and Transporter electronically execute an Agreement and the Shipper later requests a written Agreement, the electronic Service Agreement shall be deemed the original until the written Agreement is executed by both parties.
- (c) If the Service Agreement contains provisions that must be reviewed by the Commission, it will be stated in written form and executed by the parties. In such case, a facsimile may be deemed an executed original until such time as the Shipper returns the executed original Agreement. However, such provisions will not become effective until reviewed and accepted by the Commission.

4.8 Changes to Shipper's Transportation Service. If Shipper desires to change its transportation service, it must request the change electronically or in writing. If Transporter agrees to the requested amendment, it will prepare and tender to Shipper an electronic or written amendment to the TSA, as applicable.

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)

4.9 Right-of-First-Refusal ("ROFR")

- (a) Any Shipper with a firm TSA for Transportation Service shall have a continuing right for the capacity underlying the Shipper's TSA provided that:
 - (i) The TSA is a maximum rate contract for 12 or more consecutive Months of service; or, the TSA is a multi-year seasonal contract at the maximum rate for services not offered by the pipeline for a full 12 Months. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.6 below, it may not elect to extend the term of its agreement beyond the term of Transporter's agreement for such off-system capacity.;
 - (ii) Shipper complies with the requirements set forth herein;
 - (iii) Shipper does not have a negotiated rate firm TSA (except for those TSAs referenced in Section 11.3 of Rate Schedule FT); and
 - (iv) Shipper does not have an interim TSA for entitlement associated with expansion projects as set forth in Section 4.5.
- (b) A Shipper may exercise its ROFR to retain a portion of the MDQ subject to ROFR; however, the Shipper may not exercise its ROFR for a geographic portion of the TSA.
- (c) Shipper Notice of Intent to Exercise.
 - (i) For all firm TSAs eligible for the ROFR, Shipper shall provide notice to Transporter in writing of its intent to exercise its ROFR rights.
 - (ii) Notification of the Shipper's intent is due on or before; (i) six Months prior to the expiration date for firm TSAs of three years or less and (ii) 12 Months prior to the expiration date for firm TSAs greater than three years.

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)

4.9(c) Right-of-First-Refusal ("ROFR") (Continued)

- (iii) A Shipper shall relinquish all rights to the capacity underlying its firm TSA upon termination of the TSA by providing a notice stating that it will not exercise its ROFR rights or by failing to provide notice of its intent to exercise its ROFR rights by the deadline described above.
 - (iv) Transporter and Shipper may agree to revise the terms and conditions of the TSA prior to the Shipper providing its notice of intent to Transporter. However, once the Shipper has provided its notice of intent or the notification period has expired, the TSA may only be revised by following the requirements of this section.
 - (v) If the TSA contains an evergreen provision, the ROFR provisions of this section will not apply until the TSA has reached the end of the evergreen period.
- (d) Solicitation of Bids. If the Shipper provides notice of its intent to exercise ROFR rights, then Transporter shall solicit competing bids for the subject capacity. Transporter shall post on its EBB for 30 Days the terms and conditions of the expiring TSA. Any Party qualified under the capacity release rules of this Tariff may submit a bid for all, or a portion of, the subject capacity during the bid period.
- (e) Existing Shipper's and Right to Match. Within ten Business Days after the close of the bid period, Transporter shall notify the existing Shipper of the best offer or offers received for the expiring capacity. Transporter's evaluation shall be based on one of the capacity release bid evaluation methods listed in Section 9.11(d). Transporter shall identify the method to be used in its solicitation of bids. The term of any competing offer shall not be capped for comparison purposes. Within ten Business Days after such notification by Transporter, the existing Shipper must notify Transporter of its intent to match the best offer(s). If the existing Shipper does not agree to match the best offer(s), then the existing Shipper relinquishes all rights to such capacity. Transporter may enter into a TSA with the bidder(s) submitting the highest offer(s). However, Transporter shall not be required to enter into a TSA that is at less than Transporter's applicable maximum Tariff rate.

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)

4.9 Right-of-First-Refusal ("ROFR") (Continued)

- (f) Continuation if No Firm TSA is Executed. If Transporter does not execute a firm TSA with a competing Shipper on or before the expiration of the existing Shipper's TSA, the existing Shipper shall have the right to continue service at Transporter's maximum applicable Tariff rate for an agreed term between the Parties.
- (g) Evergreen Rights. Transporter and Shipper may mutually agree to an evergreen provision in the TSA that would allow the TSA to go beyond its primary term with the mutual consent of the parties. If the TSA contains an evergreen provision, the ROFR provisions of this section will not apply until the TSA has reached the end of the evergreen period. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.6 below, it may not elect to extend the term of its agreement beyond the term of Transporter's agreement for such off-system capacity.
- (h) Capacity that is sold on an interim basis up to the commencement date of a prospective firm transportation agreement, pursuant to Section 4.3(f) of the General Terms and Conditions, shall not be eligible for a right of first refusal.
- (i) Transporter and Shipper may mutually agree to the early termination of one or more TSAs in exchange for Shipper's extension of the use of all or part of the underlying capacity under new terms. To the extent that Transporter and Shipper have mutually agreed to this arrangement, Shipper need not participate in an open season for the extension nor must the underlying capacity be posted on Transporter's EBB as unsubscribed, available capacity prior to the extension.
- (j) Prior to the expiration of the term of a TSA, Transporter and Shipper may mutually agree to an extension of the term of the TSA with respect to all or part of the underlying capacity (the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner). To the extent that Transporter and Shipper have mutually agreed to this arrangement, Shipper need not participate in an open season for the extension nor must the underlying capacity be posted on Transporter's EBB as unsubscribed, available capacity prior to the extension. If a TSA has a right-of-first-refusal, the agreement to extend the term must be reached prior to the receipt of an acceptable bid submitted pursuant to Section 4.3 of these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)

4.9 Right-of-First-Refusal ("ROFR") (Continued)

- (k) When an agreement is subject to a regulatory right of first refusal, contains a contractual right of first refusal, a rollover clause, or an evergreen clause, extension rights apply to each expiring increment of capacity (i.e., on a step-down basis) during the term of the agreement.
- (l) Right of Initial Shippers to Contractual ROFR. For purposes of this section, any Shipper whose TSA was included in the Docket No. CP03-302-000 certificate proceeding and the CP04-345-000 expansion proceeding is an Initial Shipper.
 - (i) Notwithstanding Section 4.9(a)(iii) of the General Terms and Conditions, Initial Shippers shall have a Right-of-First-Refusal pursuant to this Section 4.9 of the General Terms and Conditions exercisable at the end of the term of the Initial Shippers' TSAs.

4.10 Creditworthiness

- (a) Creditworthiness Requirement. A Shipper wishing to obtain service must first comply with the creditworthiness requirements of this Tariff.
- (b) Criteria for Creditworthiness Determination
 - (i) Acceptance of a Shipper's request for service and the continuation of service are contingent upon the Shipper satisfying, on an on-going basis, a credit appraisal by Transporter.
 - (ii) Transporter shall apply consistent evaluation practices to all similarly situated Shippers to determine the Shipper's financial ability to satisfy the payment obligations due to Transporter over the term of the requested service agreement.
 - (iii) A Shipper will be deemed creditworthy if: (i) it's senior unsecured debt securities are rated at least BBB- by Standard & Poor's Corporation ("S&P") or Baa3 by Moody's Investor Service ("Moody's"), (ii) Shipper's short term and long term outlook opinion is Stable or Positive from S&P or Moody's, and (iii) the sum of 12 Months of anticipated charges under a firm or interruptible TSA is less than 10% of Shipper's tangible net worth. In the event Shipper is rated by multiple agencies, the lowest rating shall be used. If the Shipper has multiple TSAs with Transporter, then the total of all such TSAs shall be considered in determining creditworthiness.

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)

4.10(b) Creditworthiness (Continued)

(iv) If Shipper is not rated by S&P or Moody's but has a parent that can satisfy the requirements of Section 4.10(c), then a Shipper may use its parent's credit rating and financial strength if a guarantee acceptable to Transporter is provided.

(c) If Shipper is unable to satisfy the requirements of Section 4.10(d), Transporter will perform a creditworthiness review. As a part of this review, Transporter may require, either with the request for service or at any future time as Transporter deems necessary to conduct on-going credit evaluations of Shipper, that the Shipper provide Transporter with additional information to allow Transporter to determine the Shipper's creditworthiness.

If the service under review involves service under an existing TSA, Shipper must provide the additional information within five Business Days of the request for such information. If the service under review involves service under a new TSA, the information must be provided before Shipper's request may be deemed a valid request for service.

(d) Transporter may request Shipper provide any or all of the following information:

(i) a copy of Shipper's audited financial statements for the previous two fiscal year ends certified by the Chief Financial Officer or Chief Accounting Officer of the Shipper (which certificate shall state that such financial statements fairly present the financial condition and results of operations of the Shipper for the period indicated therein) prepared in accordance with generally accepted accounting principles or, for non-U.S.-based Shippers, prepared in accordance with equivalent standards;

(ii) a copy of Shipper's financial statements for the most recent period available, which may be unaudited, but if unaudited, must be signed and attested by Shipper's President and Chief Financial Officer as fairly representing the financial position of the company;

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)

4.10(d) Creditworthiness (Continued)

- (iii) Shipper shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted herein must show that Shipper's obligations are being paid on a reasonably prompt basis;
 - (iv) Shipper shall confirm in writing that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. Transporter may make an exception for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act if Transporter is adequately assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction;
 - (v) Shipper shall provide a list of owners and/or shareholders of the entity, if privately held.
- (e) If Shipper is unable to satisfy the requirements of Sections 4.10(b)(iii) and 4.10(c), it must provide and maintain adequate credit assurance satisfactory to Transporter in order to be granted a request for new service or to continue service under an existing TSA. If the service under review involves service under an existing TSA with a Shipper that has failed to demonstrate creditworthiness, the Shipper must bring its account with Transporter current by paying all past due invoice amounts owed to Transporter and provide, within five Business Days, payment in advance of one Month's anticipated charges in order to continue service for the current Month and within 30 calendar Days, the Shipper must provide the next three Months of credit assurance to continue service. Adequate assurance shall include at least one of the following at Shipper's election:
- (i) an irrevocable letter of credit to Transporter, satisfactory to Transporter, verifying the Shipper's creditworthiness;
 - (ii) a deposit in advance for the service under review;

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)

4.10 Creditworthiness (Continued)

- (iii) a grant to Transporter of a security interest in collateral found to be satisfactory to Transporter; or
- (iv) a guarantee acceptable to Transporter, by another person or entity which satisfies credit appraisal.

Such letter of credit, deposit, security interest or guarantee shall be equal to three Months of the highest estimated reservation and commodity charges to include estimated charges for Natural Gas imbalances during the term of the service agreement. Upon Shipper's establishment of an acceptable credit record pursuant to Sections 4.10(b)(iii) or 4.10(c) or upon expiration of the TSA, Transporter shall return Shipper's letter of credit, deposit, security interest, or guarantee as applicable. If Transporter returns a deposit to Shipper, Transporter shall pay interest to Shipper at rates set pursuant to 18 CFR Section 154.501(d).

- (f) If Shipper is found to be non-creditworthy, Transporter will inform Shipper, in writing upon Shipper's request, of the reasons for the determination.
- (g) If Shipper is unable to demonstrate creditworthiness using any of the methods described above for a request for new service, Transporter may deny the Shipper's request.
- (h) If Shipper is unable to demonstrate creditworthiness using any of the methods described above for service under an existing TSA, Transporter may, without waiving any rights or remedies it may have, terminate service upon 30-Day written notice using the notice procedures of Section 12.6 of the General Terms and Conditions.
- (i) Transporter may determine in its reasonable discretion that a Shipper that requests new service is not creditworthy to receive such service on the basis that Shipper has outstanding payments due on invoices rendered by Transporter on current or past TSAs and Shipper has defaulted on such payments per the terms of Section 12 of the General Terms and Conditions.
- (j) If a Shipper has multiple TSAs with Transporter and defaults on one TSA, Transporter may deem a default by Shipper on that one TSA as a loss of creditworthiness on any other TSA the Shipper has with Transporter.

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Sheet Nos. 235 - 238 Sheet Nos. 235 - 238 : Effective

Reserved Sheet

Original Sheet Nos. 235 through 238 have been reserved.

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First Revised Sheet No. 239 First Revised Sheet No. 239
Superseding: Original Sheet No. 239

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)
4.10 Creditworthiness (Continued)

- (k) Notwithstanding any other provision of this section, the Initial Shippers identified in the Docket No. CP03-302-000 proceeding or any Shippers succeeding to such capacity shall demonstrate creditworthiness in an amount equal to at least one year of reservation charges under the TSA. The one-year requirement shall remain in effect until the earlier of the termination of the applicable TSA or when Transporter has been reimbursed for the cost of the new facilities.

4.11 Discounting.

- (a) In the event that Transporter agrees to discount its rate to Shipper below Transporter's maximum rate under Transporter's FT, IT and SS Rate Schedules, the following discount terms may be reflected on the applicable service agreements and will apply without the discount constituting a material deviation from Transporter's Form of Service Agreement; provided, however, that any such discounted rates set forth below shall be between the minimum and maximum rates applicable to the service provided under the applicable rate schedule. Transporter and Shipper may agree that a specified discounted rate will apply under the following conditions:
 - (i) to specified quantities under the TSA or related scheduled overrun transportation;
 - (ii) to specified quantities achieving or not exceeding a certain level;
 - (iii) in a specified relationship to quantities actually transported;
 - (iv) to specified quantities during specified periods of time or during specified periods of the year;
 - (v) to specified quantities at specific receipt or delivery points or other geographical locations;
 - (vi) to production reserves committed by the Shipper; and/or

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First Revised Sheet No. 240 First Revised Sheet No. 240
Superseding: Original Sheet No. 240

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)
4.11(a) Discounting (Continued)

- (vii) that a specific discounted rate is based on published index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points (such discounted rate may be based upon the differential between published prices or arrived at by formula). Any agreement containing such discounted rate shall specify the rate component(s) to be discounted (i.e., reservation charge or usage charge or both) and any formula will provide a reservation rate per unit of contract demand (Maximum Daily Quantity). To the extent the firm reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per dth. Furthermore, such discount shall not change the underlying rate design of the service being provided or include any minimum bill or minimum take provision that would have the effect of guaranteeing revenue.

In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate or is less than the applicable minimum rate due to a change in Transporter's maximum (minimum) rates so that such rate component must be adjusted downward (upward) to equal the new applicable maximum (minimum) rate, then other rate components may be adjusted upward (downward) to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate or are less than the minimum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sheets. Nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

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Second Revised Sheet No. 241 Second Revised Sheet No. 241
Superseding: First Revised Sheet No. 241

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)
4.12 Negotiated Rate Authority

- (a) Authority and Conditions. The rate or rates to be charged for service pursuant to any rate schedule contained in this Tariff may vary in form or level from the maximum-to-minimum ranges set forth on Statement of Rates sheets of this Tariff, provided:
 - (i) Transporter and Shipper have executed a valid TSA agreeing to such negotiated rate(s) or rate formula,
 - (ii) At the time of execution of such TSA or amendment agreeing to the negotiated rate(s) or rate formula, Shipper had access to service pursuant to this Tariff at the rates then set forth on the Statement of Rates sheets or, in the event of initial construction, Shipper had access to service pursuant to this Tariff at recourse rates and an initial recourse rate estimate was provided in good faith, and
 - (iii) Prior to commencing service at such negotiated rate(s) or rate formula, Transporter will have filed a tariff sheet advising the Commission of such negotiated rate TSA, stating the exact legal name of Shipper and specifying the rate or rate formula included in such agreement,
- (b) Impact on Capacity Allocation. To the extent the revenue level pursuant to the negotiated rate(s) or rate formula should exceed the maximum rate for such service stated on the Statement of Rates sheets of this Tariff, Shipper paying such rate(s) shall be treated, for capacity-allocation purposes pursuant to Section 6.5, and for purposes of evaluating ROFR bids pursuant to Section 4.9 of these General Terms and Conditions, as if the rate(s) paid had been equal to the maximum rate for such service stated on the Statement of Rates sheets. The highest rate the Shipper must match for ROFR matching purposes is the maximum rate set forth in this Tariff. Any Shipper, existing or new, paying the maximum tariff rate has the same right to capacity as a Shipper willing to pay a higher negotiated rate. If the negotiated rate is higher than the corresponding maximum recourse rate, the negotiated rate cannot be used as the price cap for release capacity pursuant to Section 9 of these General Terms and Conditions.
- (c) Accounting for Costs and Revenues. Transporter will maintain accounting records so that revenues can be tracked to each negotiated rate transaction

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)

4.12 Negotiated Rate Authority (Continued)

- (d) Subject to the limitations set forth below, Transporter may seek to include negotiated rates in a discount-type adjustment to the level of Transporter's recourse rates in general rate changes initiated by Transporter under Section 4 of the Natural Gas Act and rate changes initiated by others under Section 5 of the Natural Gas Act. Transporter may seek to include negotiated rates in such recourse rate adjustment whenever the rate for service is below the posted maximum rate for service under the applicable rate schedule for all or part of the 12-Month base period and/or the nine Month adjustment period for such rate change proceeding. However, if the negotiated rate TSA(s) was/were not in effect during the base period, such discount may still be requested in the recourse rate adjustment when the rate for service under the negotiated rate TSA is projected to be in effect with rates below the otherwise applicable maximum recourse rate as of the end of the 9-Month adjustment period applicable to such rate proceeding.
- (e) A discount adjustment to recourse rates shall only be allowed to the extent that Transporter can meet the standards required of an affiliate discount-type adjustment including requiring that the Transporter shall have the burden of proving that any discount granted is required to meet competition.
- (f) Transporter shall be required to demonstrate that any discount-type adjustment does not have an adverse impact on recourse rate Shippers.
 - (i) Demonstrating that, in the absence of Transporter's entering into such negotiated rate TSA providing for such discount, Transporter would not have been able to contract for such capacity at any higher rate, and that recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or
 - (ii) Making another comparable showing that the negotiated rate discount contributes more fixed costs to the system than could have been achieved without the discount.
- (g) Transporter may also seek to include in a discount-type adjustment negotiated rate TSA that were converted from pre-existing discounted Part 284 agreements to negotiated rate TSAs.
- (h) This provision does not allow Transporter and Shipper to negotiate terms and conditions of service.

GENERAL TERMS AND CONDITIONS
(Continued)

4. REQUEST FOR SERVICES (Continued)

4.13 Statutory Regulation

- (a) The respective obligations of Transporter and Shipper under the TSA are subject to the laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

4.14 Assignments

- (a) Assignable Parties. A Shipper may assign its TSA to:

- (i) any person, firm, or corporation acquiring all, or substantially all, of the Natural Gas business of said Party;
- (ii) a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities; but it may not be otherwise assigned without the consent of the other Party hereto. Whenever any corporation is referred to herein, such reference shall be deemed to include the successors and assignees of such corporation.

- (b) If a Shipper wishes to assign a portion or all of its firm capacity under a TSA to a party not described above, it must do so using the capacity release provisions of this Tariff.

- 4.15 Agents. Shipper must provide written notice to Transporter of the name, and any other pertinent information of another person ("Agent") that has agency authority to act for Shipper pursuant to a TSA, in connection with (1) the operation of pipelines, facilities and wells in connection with a TSA under Transporter's rate schedules, (2) Imbalance Management and Critical Conditions as described in the General Terms and Conditions and/or (3) other matters covered by a TSA. If the Agent has authority under (1) and (2) above, operating notices shall be served on the Agent alone. When using an Agent, the Shipper remains bound by its obligations under a TSA. Further, commitments made by the Agent on behalf of the Shipper are binding on the Shipper as if made by the Shipper. The Shipper must provide prompt written notice of the termination of the agency.

- 4.16 Termination Obligations. Termination of a Rate Schedule FT, IT or SS TSA shall not relieve Shipper of the obligation to pay money due to Transporter or to correct any volume imbalances. All warranties and indemnities shall survive the termination of the TSA.

GENERAL TERMS AND CONDITIONS
(Continued)

5. SERVICE CONDITIONS

- 5.1 Transporter shall not be required to perform or continue service on behalf of any Shipper that fails to comply with any and all applicable terms of this Tariff and the terms of Shipper's TSA with Transporter.
- 5.2 Transporter and Shipper acknowledge that the TSA does not prohibit either party from selling or transferring its own facilities; therefore, neither Transporter nor Shipper shall have any obligation to provide services under the TSA that requires the use of any facilities sold or transferred; provided, however, Transporter first shall seek abandonment authorization for any jurisdictional facilities or jurisdictional services and Shipper shall have the right to protest such abandonment as inconsistent with the present or future public convenience and necessity.
- 5.3 Unless otherwise agreed to in writing, Transporter shall only be responsible for the maintenance and operation of its own properties and facilities and shall not be responsible for the maintenance or operation of any other properties or facilities connected in any way with the transportation of Natural Gas.
- 5.4 Transporter shall have the right to interrupt the transportation of Natural Gas when necessary to test, alter, maintain, modify, enlarge or repair any facility or property comprising a part of, or appurtenant to, Transporter's System, or otherwise related to the operation thereof. Transporter shall endeavor to cause a minimum of inconvenience to Shipper and, except in cases of emergency, shall give Shipper advance notice of its intention to so interrupt the transportation of gas and of the expected magnitude of such interruptions.
- 5.5 Venting of Gas. To the extent Transporter is unable to transport unauthorized overrun gas without jeopardizing the safety and integrity of Transporter's operations, such decisions to be solely within the judgment and discretion of Transporter, Transporter shall have the right to vent, without incurring any liability to Shipper, or any third party, such unauthorized overrun gas as it is unable to transport. However, Transporter shall use its best efforts to avoid or minimize such venting.

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GENERAL TERMS AND CONDITIONS
(Continued)

5. SERVICE CONDITIONS (Continued)

5.6 Transporter shall have no responsibility prior to its acceptance of Natural Gas at the receipt point(s) and after delivery at the delivery point(s), and Shipper shall have sole responsibility for all arrangements necessary for delivery of Natural Gas to Transporter at the receipt point(s) for transportation, and for all arrangements necessary for receipt of Natural Gas for the account of Shipper at the delivery point(s), which arrangements otherwise meet the provisions set forth in these General Terms and Conditions.

5.7 Pressure

- (a) Pressure at the receipt point(s). Shipper shall cause the gas to be tendered at the receipt point(s) at a pressure sufficient to enter Transporter's System, provided Shipper shall not, except with the agreement of Transporter, be permitted to tender the gas at any receipt point at a pressure in excess of the maximum pressure specified for the receipt point(s) in Exhibit A of the TSA.
- (b) Pressure at the delivery point(s). Transporter shall tender gas at the delivery point(s) at pressures sufficient to effect delivery into the receiving pipeline facilities against the pressures prevailing from time to time. Transporter, however, shall not be required to deliver gas at a pressure greater than the maximum pressure specified for each delivery point in Exhibit A of the TSA.
- (c) If mutually agreed upon in the TSA, Transporter may make minimum delivery pressure commitments to Shippers on a non-discriminatory basis, provided there is no adverse effect on its system. Transporter will not agree to a minimum delivery pressure that will render it unable to meet existing firm service obligations and, upon request, will provide a written explanation to the Shipper explaining the operational basis for rejecting any request for a minimum delivery pressure.

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GENERAL TERMS AND CONDITIONS
(Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES

6.1 Nomination Cycles (All times are Central Clock Time.) Except as provided below for certain nominations, Transporter will support the NAESB WGQ Standard 1.3.2 nomination cycles, as modified for the extension of the deadline for nominations to leave control of the nominating party (nomination deadlines) for an additional fifteen minutes.

All nominations requiring Transporter to coordinate nominations across multiple pipelines shall submit nominations in accordance with NAESB WGQ Standard 1.3.2.

(a) The Timely Nomination Cycle: 11:45 a.m. for nominations leaving control of the nominating party; 12:00 p.m. for receipt of nominations by the Transporter (including from Title Transfer Tracking Service Providers ("TTTSPs")); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Shipper and point operator (Central Clock Time on the Day prior to flow (NAESB WGQ Standard 1.3.2(i)). Shown below in tabular format is a representation of this standard.

- (i) Timely Nomination Deadline. Nominations for the next gas Day leave control of nominating Party. 11:45 a.m.
- (ii) Receipt of Nomination(s) by Transporter 12:00 (Noon)
- (iii) Transporter issues Quick Response (EDI Only) 12:00 (Noon)
- (iv) Completion of Upstream and Downstream Interconnect Confirmations 3:30 p.m.
- (v) Transporter issues/posts Report(s) of Scheduled Quantities 4:30 p.m.
- (vi) Gas Flow Period is one gas Day which begins at 9:00 a.m. the Day following confirmation of the nomination.

GENERAL TERMS AND CONDITIONS
(Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)

6.1 Nomination Cycles (Continued)

- (b) The Evening Nomination Cycle: 6:15 p.m. for nominations leaving control of the nominating party; 6:30 p.m. for receipt of nominations by the Transporter (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to Bumped parties (notice to Bumped parties), on the Day prior to the flow.

Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider to receive notice that it is being Bumped should be effective at 9:00 a.m. on Gas Day; and when an Evening Nomination causes another Service Requester on the subject Transportation Service Provider to receive notice that it is being Bumped, the scheduled quantities should be effective at 9:00 a.m. on gas Day (NAESB WGQ Standard 1.3.2(ii)).

- (c) The Intraday 1 Nomination Cycle: 10:15 a.m. for nominations leaving control of the nominating party; 10:30 a.m. for receipt of nominations by the transporter (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to Bumped parties (notice to Bumped parties), (central clock time on the gas Day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on gas Day (NAESB WGQ Standard 1.3.2(iii)).
- (d) The Intraday 2 Nomination Cycle: 5:15 p.m. for nominations leaving control of the nominating party; 5:30 p.m. for receipt of nominations by the Transporter (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 9:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected Shippers and point operators (central clock time on the gas Day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle (NAESB WGQ Standard 1.3.2(iv)).

GENERAL TERMS AND CONDITIONS
 (Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)

6.1 Nomination Cycles (Continued)

- (e) For purposes of 1.3.2 ii, iii, and iv, "provide" shall mean, for transmittals pursuant to Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post (NAESB WGQ Standard 1.3.2(v)).
- (f) The Timely Nomination/Intraday Nomination Model of NAESB WGQ Standard 1.3.2(vi), as modified for the extension of the nomination periods for an additional fifteen minutes, is incorporated by reference.
- (g) Shown below in tabular format is a representation of NAESB WGQ Standards 1.3.2 (ii), (iii), and (iv). All times are Central Clock Time.

	Evening Cycle (for flow on next Gas Day) (Interruptible Nominations are subject to Bumping)	Intraday 1 Cycle (for flow on current Gas Day) (Interruptible Nominations are subject to Bumping)	Intraday 2 Cycle (for flow on current Gas Day) (Interruptible Nominations are subject to Bumping)
(i) Gas Day affected by Intraday Nomination begins	-----	9:00 a.m.	9:00 a.m.
(ii) Intraday Nomination Period Ends (Nominations leave control of Nominating Party)	6:15 p.m.	10:15 a.m.	5:15 p.m.
(iii) Nominations received by Transporter	6:30 p.m.	10:30 a.m.	5:30 p.m.
(iv) Transporter Quick Response to Nominating Party (EDI Only)	6:30 p.m.	10:30 a.m.	5:30 p.m.
(v) Completion of Upstream and Downstream Interconnect Confirmations	9:00 p.m.	1:00 p.m.	8:00 p.m.
(vi) Issuance/Posting of Transporter's Report of Scheduled Quantities and Notices to Bumped Parties	10:00 p.m.	2:00 p.m.	9:00 p.m.

GENERAL TERMS AND CONDITIONS
(Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)
6.1 Nomination Cycles (Continued)

- (vii) Gas Day Affected by
Intraday Nomination begins 9:00 a.m. -----
- (viii) Nomination Effective Time 9:00 a.m. 5:00 p.m. 9:00 p.m.
(Grid-wide synchronization
Times, NAESB WGQ Standard
1.3.41)

6.2 Nomination Procedures. Nominating parties will submit nominations to Transporter in accordance with the procedures and conditions set forth in this section. However, Transporter reserves the right to accept nominations after the deadlines specified in Section 6.1, provided that no Shipper will be disadvantaged by such action.

- (a) All nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each Day within that range is considered an original nomination. When a subsequent nomination is received for one or more Days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the Days specified. The Days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only (NAESB WGQ Standard 1.3.7).
- (b) All nominations should include Shipper defined begin and end dates. All nominations excluding intraday nominations should have roll-over options. Specifically, Shippers should have the ability to nominate for several Days, Months, or years, provided the nomination begin and end dates are within the term of Shipper's contract (NAESB WGQ Standard 1.3.5). For the date specified in the nomination, all nominations received by Transporter at or prior to a nomination deadline for that date shall be processed in the next available nomination cycle pursuant to this section.

GENERAL TERMS AND CONDITIONS
(Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)
6.2 Nomination Procedures (Continued)

(c) Intraday Nomination Requirements.

- (i) For services that provide for intraday nominations and scheduling, there is no limitation as to the number of intraday nominations (line items as per NAESB WGQ Standard 1.2.1) which a Shipper may submit at any one standard nomination cycle or in total across all standard nomination cycles (NAESB WGQ Standard 1.3.32).
- (ii) Intraday nominations are to be submitted in full-Day quantities.
- (iii) Firm intraday nominations shall be scheduled ahead of previously scheduled interruptible nominations in the Evening and Intraday 1 Cycles. Application of this provision will result in such interruptible nominations being Bumped.
- (iv) Transportation Service Providers should provide affected Parties with notification of Intraday Bumps, Operational Flow Orders, and other Critical Notices through the affected Party's choice of Electronic Notice Delivery Mechanism(s) (NAESB WGQ Standard 5.3.34). "Electronic Notice Delivery" is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM (NAESB WGQ Standard 5.2.2).
- (v) Intraday Bump notices should indicate whether daily penalties will apply for the Gas Day for which quantities are reduced (NAESB WGQ Standard 1.3.51).
- (vi) Scheduling of intraday nominations shall be based on the elapsed pro rata scheduled quantities. Elapsed-prorated-scheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform Hourly quantity for each nomination period affected (NAESB WGQ Standard 1.2.12).

GENERAL TERMS AND CONDITIONS
(Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)
6.2(c) Nomination Procedures (Continued)

- (vii) Intraday nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas (NAESB WGQ Standard 1.3.11). However, requests for decrease in flow shall only be accepted to the extent they do not represent a decrease below previous confirmed quantities which would have flowed on the requested Gas Day prior to the nominated decrease, assuming even Hourly flow rates. Intraday nominations do not rollover (i.e. Intraday nominations span one Day only). Intraday nominations may be used to nominate new supply or market (NAESB WGQ Standard 1.3.33).
- (viii) Transporter will re-determine scheduled quantities, pursuant to the scheduling priorities of Section 6.3, at the Evening, Intraday 1 and Intraday 2 Nomination Cycles when such scheduled quantities are affected by a discount requested by Shipper and granted by Transporter. Such re-determination may cause a discounted firm Shipper that receives a discount after Gas as been scheduled to be Bumped.
- (ix) Scheduling of Intraday Nominations. For purposes of determining the portion of any intraday nomination which is to be scheduled when available capacity is not sufficient to schedule all confirmed quantities, all intraday nominations shall first be cumulated with all prior confirmed daily and intraday nominations for that gas Day and compared to Shipper's MDQ. For the intraday nomination being processed, if the cumulated nomination quantity is in excess of MDQ, that portion of the quantity in excess of MDQ and any subsequently processed intraday nomination under that TSA shall be considered as using overrun capacity.
- (d) Nominated Imbalance Quantities. Shippers may separately nominate quantities to resolve imbalances. However, in the event that an imbalance quantity is included within another nomination, the portion of such nomination which is out of balance will be scheduled pursuant to Section 6.5.

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GENERAL TERMS AND CONDITIONS
(Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)
6.2 Nomination Procedures (Continued)

- (e) Overrun Nominations. Overrun quantities should be requested on a separate transaction (NAESB WGQ Standard 1.3.19). However, in the event that such excess quantities are included in other nominations, the excess portion of such nomination will be scheduled pursuant to Section 6.5.
- (f) Responsibility for Nominated Quantities. When submitting nominations, the nominating party/Shipper is responsible for assuring that nominations are made in good faith and that sufficient gas supplies are available at the nominated receipt point(s). Pursuant to the procedures specified above, Transporter will verify nomination information with the Interconnecting Party and will determine the confirmed quantity. Transporter is not responsible for assuring that the confirmed quantities are actually tendered to Transporter at the receipt point(s).
- (g) Accuracy of Nominated Quantities. The nominating party/Shipper is responsible for the accuracy of nomination data. If Transporter determines that the confirming party/Shipper is consistently nominating greater quantities than the capacity of the meter or the party's ability to take such quantities, Transporter will reduce such nominations to the level of the most recent takes at that location.
- (h) Transporter's Obligation to Deliver. For any gas Day, Transporter shall not be obligated to deliver any greater quantity than it has confirmed and received. Further, Transporter is not obligated to increase or decrease quantities at any receipt or delivery point which have not been confirmed.

6.3 Scheduling of Receipt and Deliveries. Each Day, Transporter shall schedule the quantities nominated by Shippers in the order described hereinafter. Transporter shall schedule the lesser of the nominated quantity or the confirmed quantity.

- (a) The first quantities scheduled shall be those quantities nominated and confirmed under Rate Schedule FT for transportation service utilizing Primary Capacity. If Transporter has insufficient capacity to schedule all nominated quantities as Primary Capacity, Transporter shall schedule pro rata based on contract entitlement at the point at which the capacity limitation occurs.

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GENERAL TERMS AND CONDITIONS
(Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)

6.3 Scheduling of Receipt and Deliveries (Continued)

- (b) The next quantities scheduled shall be those nominated and confirmed under Rate Schedule FT for transportation service involving Flow Path Secondary Capacity. Quantities using Flow Path Secondary Capacity will be scheduled based on the reservation rate being paid, with the highest rate being scheduled first. Shippers paying the same reservation rate shall be scheduled on a pro rata basis based on nominated quantities.
- (c) The next quantities scheduled shall be those quantities nominated and confirmed under Rate Schedule FT for transportation service using Secondary Capacity. Secondary Capacity quantities will be scheduled based on the reservation rate being paid, with quantities at the highest rate being scheduled first. Quantities subject to the same rate shall be scheduled on a pro rata basis based on nominated quantities.
- (d) The next quantities scheduled shall be those quantities nominated and confirmed under Rate Schedule IT. Under this service, a Shipper paying a higher commodity rate than another Shipper shall be scheduled first. Further, within this group, Shippers paying the same commodity rate shall be scheduled pro rata based on nominated quantities.
- (e) The last quantities scheduled shall be authorized overrun and imbalance quantities under any rate schedule. Such quantities shall be scheduled pro rata based on nominated quantities.

6.4 Confirmation Procedures

- (a) Confirmations issued during each scheduling cycle shall be treated as scheduled quantities at the point of interconnection. If a confirmation from an Interconnecting Party is received after final quantities are scheduled, the resulting imbalance will be carried on the Shipper's TSA unless the Interconnecting Party agrees to accept the scheduled quantities on its operational balancing agreement during the Intraday 2 Cycle.
- (b) With respect to the confirmation process for intraday nominations, the following provisions apply:

GENERAL TERMS AND CONDITIONS
(Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)

6.4(b) Confirmation Procedures (Continued)

- (i) Requests for Increases. In the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the previously scheduled quantity should be the new confirmed quantity.
- (ii) Requests for Decreases. In the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity should be the new confirmed quantity.

6.5 Allocation of Capacity.

Where transportation service is interrupted due to capacity limitations, service shall be interrupted pursuant to the following order until the level of scheduled service equals available capacity. Transporter shall provide as much notice as is practicable prior to implementing any interruption of services.

- (a) All overrun quantities on a pro rata basis.
- (b) The next quantities to be interrupted shall be those quantities nominated as interruptible service. The allocation of capacity will be based on the commodity rate being paid. A service at a lower rate than another service shall be interrupted first. Further within this group, Shippers that are paying the same commodity rate shall be allocated pro rata based on quantities scheduled.
- (c) The next quantities to be interrupted shall be those quantities utilizing Primary, Flow Path Secondary and/or Secondary Capacity (including imbalance payback quantities within firm entitlements). Reductions during the Evening Nomination Cycle will be interrupted using the scheduling priorities in Section 6.5 for firm transportation services. Reductions occurring after the Evening Nomination Cycle will be interrupted pro rata based on contract entitlements at the point at which the capacity limitation occurs. For purposes of this section, contract entitlement involving non-Primary Capacity shall be the quantity scheduled to flow before the interruption of service.

GENERAL TERMS AND CONDITIONS
(Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)

6.6 Pooling

- (a) Transporter shall provide one or more pools for purposes of facilitating the aggregation and disaggregation of gas received into its system. The process of aggregating and disaggregating gas receipts shall be deemed pooling.
 - (b) At a minimum, Transporter should be responsible for accommodating Title Transfer Tracking ("TTT") services at all points identified by the Transporter as pooling points, where TTT services are requested. In absence of existing pooling points or in addition to existing pooling points where access to TTT activity is not reasonably accessible for supply receipt locations covered by an OBA, Transporter should be responsible for accommodating TTT at no less than one location. (NAESB WGQ Standard 1.3.64)
 - (c) The Title Transfer Tracking services should be supported by means of the nominations, quick responses and scheduled quantities processes. At Transporter's election, the confirmation process may also be utilized with Title Transfer Tracking Service Providers within Transporter's System. (NAESB WGQ Standard 1.3.65)
 - (d) Transporter shall provide service as a Title Transfer Tracking Provider ("TTTSP") at its designated pooling points. Parties wishing to transfer title to other parties using Transporter's TTT services must hold a pooling account with Transporter. Third Party Account Administrators ("3PADS") must hold a pooling account with Transporter and must follow the procedures and requirements for nominations, quick responses and scheduled quantities.
- 6.7 Protection of Life and Property. Transporter and Shipper shall collaborate in making adjustments to receipt quantities or delivery quantities, if possible, which may be necessary to avoid or forestall injury to life and property.
- 6.8 Liability for Interruption. If service under this Tariff is interrupted consistent with this section, Transporter shall not be liable for damages resulting from the implementation of the procedures described herein, except to the extent that such interruptions of service are shown to be the result of negligence or misfeasance by Transporter.

GENERAL TERMS AND CONDITIONS
(Continued)

7. RESPONSIBILITY FOR GAS AND PRODUCTS

Responsibility for Gas and Products As between Transporter and Shipper, Transporter shall be deemed to be in control and possession of the Natural Gas from the time it is delivered to Transporter at the receipt point(s) until it is redelivered to Shipper at the delivery point(s), and Shipper shall be deemed to be in control and possession of the Natural Gas at all other times. By tendering gas to Transporter, Shipper warrants that it has title to, or the right to ship, the gas it has delivered.

8. OPERATING PROVISIONS
8.1 FIRM SERVICE

(a) Segmentation of Capacity

(i) Applicability. Any Shipper receiving firm transportation service under Rate Schedule FT may Segment its capacity pursuant to the provisions and restrictions of this section.

(A) Segmentation may be accomplished on a self-implementing basis, by nomination or capacity release.

(B) Segmentation may be accomplished on Transporter's System by specifying the desired Segmentation receipt and delivery points. Transporter shall permit such Segmentation if the provisions in Section 8.1(a)(ii) are met, if capacity is available, and if such Segmentation request can be supported without adversely affecting system operations or other firm obligations. Any new receipt or delivery points established by Segmentation will not affect Shipper's entitlements at existing receipt and delivery points except as adjusted by capacity release, and are deemed to be Segmentation receipt and/or delivery points, as appropriate. If the Segmentation involves the release of capacity, then the requirements of Section 9 must be met.

(ii) General Prerequisites for Segmentation. To maintain the integrity and reliability of Transporter's system, the following prerequisites for Segmentation have been established to ensure that Segmentation is supported to the greatest extent possible without detriment to, or degradation of, any Shipper's service.

(A) Segmented capacity may not exceed Shipper's MDQ, except as provided below.

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GENERAL TERMS AND CONDITIONS
(Continued)

8. OPERATING PROVISIONS

8.1(a) Segmentation of Capacity (Continued)

- (B) Segmentation is subject to the availability of capacity and existing contractual obligations at and between the new receipt point(s) and/or delivery point(s) established as a result of Segmentation.
- (C) The thermal content of gas being received at Segmented points must be no less than the thermal content of gas received at the original receipt point under the Shipper's TSA.
- (D) Shipper may nominate and tender and Transporter may confirm and receive quantities pursuant to Segmentation transactions which exceed Shipper's MDQ. However, the quantity of capacity usage on any Segment which exceeds Shipper's MDQ shall be considered Overrun Gas and shall be invoiced at the applicable maximum Authorized Overrun Rate.

(iii) Implementation of Segmentation.

- (A) Segmentation transactions for which the receipt or delivery point lies within Shipper's Primary Receipt-to-Delivery Flow Path are to be scheduled as primary for the portion of the transaction that is within Shipper's Primary Receipt-to-Delivery Flow Path and Flow Path Secondary for the portion of the transaction outside such flow path. However, Shipper may request to acquire primary rights at the receipt and/or delivery point from Transporter, pursuant to Section 8.1(b) (ii).
- (B) Segmentation transactions entirely outside the Primary Receipt-to-Delivery Flow Path are to be scheduled as Secondary Capacity.
- (C) Both Releasing and Replacement Shippers may utilize Secondary Capacity. However, the combined nominations of such Shippers on any Segment are limited to the original contractual MDQ. Based on the replacement TSA's MDQ, Secondary Capacity on a Segment shall be allocated on a pro rata basis between the Releasing and Replacement Shippers up to the original contractual MDQ. Capacity utilized above the Secondary Capacity Allocation shall be scheduled and invoiced as authorized overrun.

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GENERAL TERMS AND CONDITIONS
(Continued)

8. OPERATING PROVISIONS

8.1(a)(iii) FIRM SERVICE (Continued)

- (D) As long as FERC's Order No. 637 policies require it, a firm Shipper (or a Releasing Shipper and a Replacement Shipper participating in a capacity release) may Segment its capacity by simultaneously transporting its full MDQ in a forward haul and its full MDQ in a Backhaul to the same delivery point.
 - (E) Control of Segmentation. Transporter reserves the right at any time to control or restrict Segmentation when, in Transporter's sole discretion, such Segmentation would result in a degradation of service or pose a threat to the sound operation of Transporter's System. Such control or restriction may be necessary to ensure that critically sourced gas is available when and where it is needed during times of normal, as well as critical operations.
- (iv) Shipper, utilizing Segmentation point(s) shall pay the applicable maximum reservation and commodity rates for the portion of Shipper's quantities utilizing Segmentation points, unless Shipper has requested and been granted a discount pursuant to Section 3.2 of Rate Schedule FT, or Shipper's TSA provides otherwise. In no event shall Shipper be entitled to more transportation service than is provided for under the TSA. Shipper's entitlements at the existing primary receipt or delivery points are not affected by Segmentation.
- (b) Flexible Receipt and Delivery Point(s).
- (i) Designation of primary receipt and delivery points. The receipt and delivery points listed in the TSA shall be the Shipper's primary receipt and delivery points. The total receipt point capacity must equal the total delivery point capacity and must equal the MDQ specified in the TSA.

GENERAL TERMS AND CONDITIONS
(Continued)

8. OPERATING PROVISIONS

8.1(b) FIRM SERVICE (Continued)

- (ii) Revision of Primary Points. A firm Shipper may request a permanent change to the primary receipt and delivery point(s) listed in the TSA. Requests for such changes shall be made in writing no less than five Business Days prior to the Day on which Shipper desires such change to be effective. Transporter shall evaluate all requests for changes as promptly as possible and shall grant such changes if capacity is available and the change can be made without adversely affecting system operations or other firm obligations at the new or existing Primary Point(s). Any changes in receipt and/or delivery point(s) shall result in a corresponding one-for-one reduction in quantities at the original receipt and/or delivery point(s). Shipper retains no rights to the reduced original points. Transporter may sell such reduced capacity to other Shippers requesting the capacity.
- (iii) Through the nomination process, Shipper may request transportation service at Secondary Point(s) outside of the Primary Receipt-to-Delivery Flow Path. The Secondary Point(s) may be any receipt and/or delivery point(s). The total quantity of gas transported on behalf of Shipper shall not exceed Shipper's MDQ, unless otherwise agreed to by Transporter.
- (iv) Discounted Transportation Rates. Unless otherwise agreed by Transporter, pursuant to Section 3.2 of Rate Schedule FT Shipper shall pay the maximum firm transportation charges for service requested at Secondary Points or at revised primary receipt or delivery points.

8.2 Interruptible Service

Obtaining Interruptible Service. After receiving a valid request for interruptible service, Transporter will evaluate Shipper's request and respond to Shipper within five Business Days. Once the request has been evaluated and approved, Transporter will prepare and tender to Shipper, electronically or in writing, an agreement for execution.

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM

- 9.1 Purpose. This section sets forth the specific terms and conditions applicable to Transporter's capacity release program.
- 9.2 Applicability. This section is applicable to any Releasing Shipper(s) or any Replacement Shipper(s) who elect to release all or a portion of its firm capacity under Rate Schedule FT. Releasing Shipper(s) shall have the right to release, on a permanent or temporary basis, any portion of its firm capacity rights held under a TSA with Transporter, but only to the extent that the capacity so released is acquired by another Shipper pursuant to this section.
- 9.3 Availability of Released Capacity. Released capacity shall be made available on a non-discriminatory basis and shall be assigned on the basis of an open season or prearrangement in accordance with the procedures of this section and, where appropriate, the applicable NAESB WQQ Standards.
- 9.4 Qualification for Participation in the Capacity Release Program. Any party, whether seeking to acquire capacity under bid or a prearranged release, must be pre-qualified by Transporter prior to submitting a bid for released capacity. To be pre-qualified, a Shipper must satisfy the creditworthiness requirements of this Tariff. Notwithstanding such qualification to participate in the capacity release program, Transporter does not guarantee the payment of any outstanding amounts by a Replacement Shipper.
- 9.5 (a) Releases Assigned On the Basis of An Open Season. A Shipper electing to release capacity on the basis of an open season must post notice of release on Transporter's EBB pursuant to Section 9.7 hereof. Such notice shall be posted upon receipt unless Releasing Shipper requests otherwise.
- (b) Releasing Shipper may determine the posting date and length of the open season; however, the minimum posting requirements and duration of open season where the release is subject to special terms and/or conditions, or Releasing Shipper's non-standard bid evaluation criteria (as detailed in Section 9.11(d)(iv)) shall comply with the following schedule:

Effective Date: 07/26/2010 Status: Effective
 FERC Docket: RP10-876-000

First Revised Sheet No. 260 First Revised Sheet No. 260
 Superseding: Original Sheet No. 260

GENERAL TERMS AND CONDITIONS
 (Continued)

9. CAPACITY RELEASE PROGRAM (Continued)
 9.5(b) (Continued)

Posting Requirements for Releases subject to special terms and/or conditions, or Releasing Shipper's non-standard Bid Evaluation Criteria:

Length of Release	Minimum Duration Open Season (Note 1)	Open Season Commences (Note 2)	Period to Match Offer (If Prearranged)
1 Month or less	1 Business Day	2 Business Days before nominations are due	N/A
More than 1 Month but less than 3 Months	1 Business Day	3 Business Days before nominations are due	1 Business Day
3 Months or more but less than 1 Year	4 Business Days	10 Business Days before nominations are due	2 Business Days
1 Year or more	12 Business Days	24 Business Days before nominations are due	4 Business Days

- NOTES:
- (1) Posting of notices of release (either under an open season or a prearranged release) is subject to review by Transporter for accuracy, completeness, and validity before being posted.
 - (2) If a Releasing Shipper agrees to accept a contingent bid pursuant to Section 9.7(p), the beginning of the open season shall start earlier by one Business Day.
 - (c) Pursuant to NAESB WGQ Standard 5.3.1, the following capacity release timeline (NAESB WGQ Timeline) is applicable to all parties involved in the capacity release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the acquiring Shipper has been determined to be creditworthy before the capacity release bid is tendered and 2) there are no special terms or conditions of the release. Furthermore, the release must comply with the Bid Evaluation Methods described in Sections 9.11(d) (i) through (iii), hereof (Note 1):

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FERC Docket: RP10-876-000

First Revised Sheet No. 261 First Revised Sheet No. 261

Superseding: Original Sheet No. 261

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.5(c) (Continued)

NAESB WGQ Standard 5.3.2, as modified by FERC Order No. 712:
For biddable releases (one (1) year or less):

- (i) offers should be tendered by 12:00 p.m. on a Business Day;
- (ii) open season ends no later than 1:00 p.m. on a Business Day (evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken);
- (iii) evaluation period ends and award posting if no match required at 2:00 p.m.;
- (iv) match or award is communicated by 2:00 p.m.; match response by 2:30 p.m.; where match required, award posting by 3:00 p.m.;
- (v) contract issued within one Hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

For biddable releases (more than one (1) year):

- (vi) offers should be tendered by 12:00 p.m. four Business Days before award;
- (vii) open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three Business Days);
- (viii) evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- (ix) evaluation period ends and award posting if no match required at 2:00 p.m.;
- (x) match or award is communicated by 2:00 p.m.; match response by 2:30 p.m.; where match required, award posting by 3:00 p.m.;
- (xi) contract issued within one Hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

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FERC Docket: RP10-876-000

First Revised Sheet No. 262 First Revised Sheet No. 262
Superseding: Original Sheet No. 262

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)
9.5(c) (Continued)

For non-biddable releases:

(xii) Timely Cycle

(A) posting of prearranged deals not subject to bid are due by 10:30 a.m.;

(B) contract issued within one Hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

(xiii) Evening Cycle

(A) posting of prearranged deals not subject to bid are due by 5:00 p.m.;

(B) contract issued within one Hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

(xiv) Intraday 1 Cycle

(A) posting of prearranged deals not subject to bid are due by 9:00 a.m.;

(B) contract issued within one Hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

(xv) Intraday 2 Cycle

(A) posting of prearranged deals not subject to bid are due by 4:00 p.m.;

(B) contract issued within one Hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

NOTE: (1) Posting of Notices of Release (either under an open season or a prearranged release) is subject to review by Transporter for accuracy, completeness, and validity before being posted.

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First Revised Sheet No. 263 First Revised Sheet No. 263
Superseding: Original Sheet No. 263

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.6 Prearranged Releases. Shipper electing to release capacity on the basis of a prearranged release must post notice on Transporter's EBB pursuant to Section 9.8 herein.

- (a) No open season is required for a prearranged release which meets all of the terms of the release and is:
 - (i) a release for more than one Year at the maximum reservation rate under the applicable Tariff rate schedule;
 - (ii) a release for any period of thirty-one Days or less;
 - (iii) a release to an asset manager as defined by FERC regulations at 18 C.F.R. 284.8; or
 - (iv) a release to a marketer participating in a state-regulated retail access program as defined by FERC regulations at 18 C.F.R. 284.8. All other prearranged releases shall be subject to an open season requirement contained in Section 9.5 hereof.
- (b) A Releasing Shipper may not re-release capacity that is a rollover or extension of a release of thirty-one Days or less to the same Replacement Shipper until twenty-eight (28) Days after the first release period has ended. The 28-Day hiatus does not apply to any re-release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding in this Section 9.6.
- (c) A Shipper electing to release capacity on a prearranged basis not subject to an open season must post the notice of release on Transporter's EBB or submit its notice via an EDI upload utilizing the data sets included in the NAESB WGQ Standards pursuant to the timeline for non-biddable releases in Sections 9.5(c) (xii) - (xv).
- (d) Any capacity release transactions effectuated during the period between July 30, 2008 and November 21, 2008, shall be grandfathered and shall not be required to comply with the requirement of 18 C.F.R. 284.8(b)(2), that releases with a rate greater than the maximum rate must take effect on or before one year from the date on which the pipeline is notified of the release.

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.7 Notice by Shipper Electing to Release Capacity On An Open Season Basis. Any Shipper holding capacity rights subject to this Section 9 who desires to release such firm capacity on an Open Season Basis shall deliver notice via Transporter's EBB which shall contain the following:

- (a) Releasing Shipper's legal name, contract number, and the name of the individual responsible for authorizing the release of capacity;
- (b) The maximum and minimum quantity of firm daily capacity which the Releasing Shipper desires to release, stated in Dth per Day;
- (c) the receipt and delivery point(s) at which the Releasing Shipper will release capacity and the firm capacity to be released at each such point;
- (d) whether capacity will be released on a recallable or a recallable and reputtable (returned to the Replacement Shipper) basis (subject to minimum terms and conditions in Section 9.12). Recall and reput terms must be objectively stated, nondiscriminatory, and applicable to all bidders. A Transportation Service Provider should support the ability for the Releasing Shipper to specify, as a condition of a release, whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day (NAESB WGQ Standard 5.3.51).
- (e) the requested effective date and the term of the release (minimum term of release is one Day);
- (f) whether the Releasing Shipper is willing to consider release for a shorter time period than that specified in (e) above, and, if so, the minimum acceptable period of release;
- (g) whether the Releasing Shipper desires bids for the released capacity to be stated in a dollar amount per Dth or as a percentage of Transporter's maximum Reservation Rate as in effect from time to time; in conformance with NAESB WGQ Standard 5.3.26, Releasing Shipper has choice to specify dollars and cents or percents of maximum Tariff rate in the denomination of bids and Transporter shall support this choice. Once the choice is made by the Releasing Shipper, the bids should comport with the choice;

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Second Revised Sheet No. 265 Second Revised Sheet No. 265

Superseding: First Revised Sheet No. 265

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.7 Notice by Shipper Electing to Release Capacity On An Open Season
Basis (Continued)

- (h) whether the Releasing Shipper desires to release capacity on a volumetric Reservation Rate Basis, and, if so, the minimum acceptable rate and, if applicable, any minimum volumetric load factor commitment. (Capacity releases made on a volumetric rate basis cannot be re-released by the Replacement Shipper);
- (i) the applicable maximum reservation rate for capacity being released as shown on Transporter's Statement of Rates Sheet;
- (j) if Releasing Shipper is willing to consider releasing capacity at less than maximum reservation rate stated in (i) above, and if so, the minimum reservation rate Releasing Shipper is willing to accept;
- (k) For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper shall include the Tariff reservation rate and all reservation surcharges, as a total number or as stated separately (NAESB WGQ Standard 5.3.27).
- (l) whether the Releasing Shipper wants Transporter to market the capacity in accordance with Section 9.17 hereof;
- (m) for releases posted to comply with the NAESB WGQ Timeline as shown in Section 9.5(c) hereof, the Releasing Shipper shall select one of the following bid evaluation methods which are described more fully in Section 9.11(d):
 - (i) Present Value
 - (ii) Highest Rate
 - (iii) Net Revenue
 - (iv) Releasing Shipper's Criteria
- (n) In lieu of the methods described in Section 9.7(m) (i-iii) above, the Releasing Shipper may provide its own nondiscriminatory bid evaluation criteria as stated in Section 9.7(m) (iv); except that Transporter will not accept first bidder meeting minimum acceptable terms of the release as a valid bid evaluation method. However, Transporter is not obligated to comply with the NAESB WGQ Timeline shown in Section 9.5(c), hereof, if the method shown in Section 9.7(m) (iv) is chosen. In that case, Transporter shall apply the timeline for releases subject to special terms and/or conditions, contained in Section 9.5(b).

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.7 Notice by Shipper Electing to Release Capacity On An Open Season Basis (Continued)

(o) The time and date the notice is to be posted on Transporter's EBB. Release notice will be posted upon receipt unless otherwise requested by Releasing Shipper (open season dates will be posted by Transporter based on the requirements of Section 9.5 of this Tariff or by the Releasing Shipper, if Releasing Shipper requests a longer open season or an earlier posting than is required in Section 9.5). After the open season has commenced, a Releasing Shipper cannot specify the extension of an open season bid period without posting a new release;

(p) whether the Releasing Shipper is willing to accept contingent bids;

(q) Releasing Shipper shall elect one of the following:

(i) establish minimum terms of the release and display them on the electronic bulletin board; or

(ii) establish minimum terms of the release and keep such terms confidential (i.e., not post them on the electronic bulletin board) but Bidding Shippers will be informed on the EBB that minimums have been established;

(iii) establish no minimum terms; Releasing Shipper will accept highest bid received for the release.

(iv) any other applicable conditions of the release.

(r) any other applicable conditions of the release.

9.8 Notice by Shipper Electing to Release Capacity on Prearranged Release Basis and Confirmation of Bid by Prearranged Shipper. The Releasing Shipper shall deliver a notice of a prearranged release via Transporter's electronic bulletin board or via an electronic data interchange (EDI) upload of the prearranged deal utilizing the NAESB WGQ Standard data sets. Likewise, the Prearranged Shipper must confirm its bid electronically either interactively on the EBB or via an EDI upload of the confirmation utilizing the NAESB WGQ Standard data sets. The offer upload bidder confirmation and quick response process should support the association of a replacement capacity contract with another contract for balancing or related purposes. The support for this process between parties should be on a mutually agreeable basis (NAESB WGQ Standard 5.3.30). The EBB notice shall set forth the following information

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)
9.8 (Continued)

- (a) all the items contained in Section 9.7 hereof required to define a prearranged release;
- (b) Prearranged Shipper's legal name, address, and the name of the individual responsible for authorizing the bid for the prearranged release;
- (c) the term of the proposed acquisition of capacity by Prearranged Shipper (minimum term of any release is one Day);
- (d) the reservation rate, expressed as a daily rate (dollars and cents) or percentage of the maximum reservation rate, as specified by Releasing Shipper, the Prearranged Shipper has agreed to pay for the released capacity and any minimum volumetric load factor, if applicable. In conformance with NAESB WGQ Standard 5.3.26, Releasing Shipper has the choice to specify dollars and cents or percents of maximum Tariff rate in the denomination of bids and Transporter shall support this. Once the choice is made by the Releasing Shipper, the bids should comport with the choice. If capacity is released on a volumetric Rate basis, it cannot be re-released by the Replacement Shipper;

For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper shall include the Tariff reservation rate and all reservation surcharges, as a total number or stated separately (NAESB WGQ Standard 5.3.27);

- (e) the maximum and minimum quantity of firm daily capacity which the Releasing Shipper desires to release, stated in Dth per Day;
- (f) whether or not the Prearranged Shipper is an affiliate of the Releasing Shipper or Transporter;
- (g) whether or not the Prearranged Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8;

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.8 Notice by Shipper Electing to Release Capacity on Prearranged
Release Basis and Confirmation of Bid by Prearranged Shipper
(Continued)

- (h) the time and date the notice is to be posted on Transporter's EBB. Release notice will be posted upon receipt unless otherwise requested by Releasing Shipper (open season dates will be posted by Transporter based on the requirements of Section 9.5 of this Tariff, if applicable, or by Releasing Shipper, if Releasing Shipper requests a longer open season than the minimum required in Section 9.5 herein).

Releasing Shipper cannot allow extension of time provided for the Prearranged Shipper to match a higher bid (matching period as described in the timelines in Section 9.5 hereof) without posting a new release;

- (i) any other applicable conditions of the prearranged release.

9.9 Term of Released Capacity. The term of any release of firm capacity shall not exceed the term of the TSA or Replacement Capacity Agreement under which the release occurs, nor shall it be less than one Day.

9.10 Bids for Released Capacity Subject to Open Season. A bid may be submitted to Transporter by a Bidding Shipper at any time during the open season via Transporter's EBB.

- (a) Each bid for released capacity must include the following:

- (i) Bidding Shipper's legal name and the name of the individual responsible for authorizing the bid;
- (ii) the term of the proposed acquisition;
- (iii) the maximum reservation rate, expressed as a daily rate (dollars and cents) or percentage of the maximum reservation rate, as appropriate, or maximum volumetric rate (either dollars or percent, as specified by Releasing Shipper) Bidding Shipper is willing to pay for the released capacity. For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper shall include the Tariff Reservation Rate and all reservation surcharges, as a total number or stated separately (NAESB WGQ Standard 5.3.27);

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FERC Docket: RP10-876-000

Third Revised Sheet No. 269 Third Revised Sheet No. 269

Superseding: Second Revised Sheet No. 269

GENERAL TERMS AND CONDITIONS

(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.10 Bids for Released Capacity Subject to Open Season (Continued)

- (iv) the capacity desired at primary receipt and delivery points;
 - (v) for Segmented capacity release requests, the prerequisites and requirements of Section 8.1(a) must be met.
 - (vi) whether or not the Bidding Shipper is an affiliate of the Releasing Shipper or Transporter;
 - (vii) for prearranged releases, whether or not the Bidding Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8;
 - (vii) any other information requested in the notice of release posted on Transporter's EBB;
 - (viii) whether or not the Bidding Shipper will meet all other terms of release (if there are any); and
 - (ix) the time and date the bid was submitted to Transporter for posting on Transporter's EBB.
- (b) All valid and complete bid(s) received by Transporter during the open season as detailed in Section 9.5 hereof shall be posted on Transporter's EBB. The identity of the Bidding Shipper(s) will not be posted, but all other terms of the bid(s) will be posted on Transporter's EBB or will be available via EDI utilizing the NAESB WGQ Standard data sets.
- (c) Except as stated in this Section 9.10(c), a Bidding Shipper may not bid a reservation rate less than the minimum reservation rate nor more than the maximum reservation rate applicable to the appropriate rate schedule nor may the capacity or the term of the release of such bid exceed the maximum quantity or term specified by the Releasing Shipper. No maximum rate limitation applies to a release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Transporter is notified of the release.
- (d) A Bidding Shipper may withdraw its bid any time prior to the expiration of the open season but may not resubmit a bid for the same release at an equal or lower rate. Bids may be withdrawn in writing, interactively via the EBB or via an electronic data interchange (EDI) upload utilizing the NAESB WGQ Standard data set.

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.11 Awarding of Released Capacity (Continued)

(c) If more than one bid is received that is equal to or exceeds all the minimum terms and conditions specified in the Releasing Shipper's notice, then the Replacement Shipper(s) shall be the Bidding Shipper(s) who offer(s) the highest bid, based on the bid evaluation methods as posted by the Releasing Shipper in its notice of release. Transporter shall evaluate and rank all bids submitted during the open season. If Bidding Shipper has made a bid based on a contingency and such contingency has not been removed by the date and time specified pursuant to the Timelines as described in Section 9.5 hereof, such bid shall be deemed withdrawn. If bids from two or more Bidding Shippers result in bids of equal value, then the capacity shall be awarded pursuant to Section 9.11(g) hereof.

(d) Bid Evaluation Methods. All bids received will be evaluated pursuant to one of the following methods:

(i) Present Value Calculation. Releasing Shipper may elect to have all bids evaluated and ranked pursuant to a Present Value Calculation, as follows:

$$R \times \frac{1 - (1 + i)^{-n}}{i} \times V = \text{present value}$$

where: i = interest rate per Month using the current FERC interest rate defined in Section 154.501(d)(1) of FERC's Regulations.
n = term of the release, in Months
R = the Reservation Charge(s) and Reservation Surcharge(s) bid
V = volume stated in dth

(ii) Highest Rate. Releasing Shipper may elect to have bids evaluated on the basis of the highest reservation rate bid;

(iii) Net Revenue. Releasing Shipper may elect to have bids evaluated on the basis of the total reservation rate-based revenues received over the term of the release;

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First Revised Sheet No. 269.01 First Revised Sheet No. 269.01
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GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.10 Bids for Released Capacity Subject to Open Season (Continued)

- (e) A Bidding Shipper may only have one bid pending for a capacity release transaction at any one time.
- (f) All bids pending at the expiration of the open season shall be binding upon the Bidding Shipper(s). Further, the Bidding Shipper(s) agrees that its bid will constitute a binding agreement if the Bidding Shipper is awarded the released capacity pursuant to this Section 9.
- (g) Bids shall be binding until written or electronic notice of withdrawal is received by Transporter (NAESB WGQ Standard 5.3.13).

9.11 Awarding of Released Capacity. Released capacity shall be awarded in accordance with this section.

- (a) If a Bidding Shipper's bid satisfies all terms and conditions specified in the Releasing Shipper's notice, including the posted reservation rate, then the capacity shall be awarded to such Bidding Shipper, and the Releasing Shipper shall not be permitted to reject such bid. If such bid was submitted in an open season relating to a prearranged release, capacity shall be awarded as described in Section 9.11(h) hereof.
- (b) Offers shall be binding until written or electronic notice of withdrawal is received by Transporter (NAESB WGQ Standard 5.3.14). Releasing Shipper(s) may withdraw their offer of release any time prior to the start of the open season, or during the open season in the event of an unexpected change in Releasing Shipper's need for the capacity being released provided, however, that the Releasing Shipper may not withdraw its offer of release, if bids have been received that meet the minimum terms of the release. The Releasing Shipper may withdraw its offer to release capacity in writing, interactively via the EBB or via an electronic data interchange (EDI) upload utilizing the NAESB WGQ Standard data set. In summary, the Releasing Shipper has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made (NAESB WGQ Standard 5.3.16).

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.11 Awarding of Released Capacity (Continued)

(d) Bid Evaluation Methods (Contd.)

(iv) Releasing Shipper's Criteria. Releasing Shipper may at the time of posting of the notice of release specify how bids are to be evaluated to determine which offer is the best. The criteria must be objectively stated, applicable to all potential bidders, and nondiscriminatory. The criteria can contain provisions that allow for weighting of factors such as quantity, term, and rate; however, Transporter will not accept first bidder meeting minimum acceptable terms of the release as a valid bid evaluation methodology. If bid evaluation criteria are provided by the Releasing Shipper, Transporter is not obligated to comply with the NAESB WGQ Timeline as specified in Section 9.5(c), hereof, but will evaluate the bids promptly in conformance with the timeline specified in Section 9.5(b), hereof.

(e) If bid evaluation criteria are provided by the Releasing Shipper, Transporter shall, for each bid received, calculate the total value of each bid received at the end of the open season based on the nondiscriminatory criteria provided by the Releasing Shipper. The results of this calculation shall determine each bid's total value. The bids will then be ranked by Transporter in order from the highest to the lowest total value.

(f) For bids evaluated using any of the first three methods (Sections 9.11(d)(i) through (iii), above), Transporter shall notify the Releasing Shipper and successful bidder no later than 5:00 p.m. CCT on the Business Day before nominations are due (as specified in Section 9.5, hereof) and the capacity shall be awarded to the successful Bidding Shipper(s) (i.e., the Replacement Shipper(s)).

(g) If bids from two or more Bidding Shippers result in bids of the highest equal value, the first bid received of highest equal value will be awarded the capacity. When Transporter makes awards of capacity for which there have been multiple bids meeting minimum conditions, Transporter shall award the bids, best bid first, until all offered capacity is awarded (NAESB WGQ Standard 5.3.4).

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.11 Awarding of Released Capacity (Continued)

- (h) With respect to a prearranged release, if no better offer (as determined above) is received during an open season or the prearranged offer is for the applicable maximum reservation rate under the applicable rate schedule for a term of more than one year and meets all the other terms of the release, then the Prearranged Shipper shall become the Replacement Shipper for the released capacity. If a better offer is received during the open season, the Prearranged Shipper shall have the time specified in Section 9.5 hereof to match that offer. If the Prearranged Shipper fails to match the better offer, then the Bidding Shipper who presented the better offer, as determined above, shall become the Replacement Shipper.
- (i) A Releasing Shipper shall retain all of the capacity under the executed TSA or Replacement Capacity Agreement that is not acquired by a Replacement Shipper as the result of an open season or a prearranged release.
- (j) If no bids are received which meet or exceed all of the minimum conditions specified by the Releasing Shipper, no capacity shall be awarded.

9.12 Recalls and Reput of Capacity. If capacity is released subject to recall pursuant to Section 9.7(d), in addition to such other terms not inconsistent with this section as are agreed to by the Releasing Shipper and the Replacement Shipper, recall of such capacity shall be subject to the following terms and conditions:

- (a) All Transportation Service Providers ("TSPs") should support the following recall notification periods for all released capacity subject to recall rights: (NAESB WGQ Standard 5.3.44)
 - (i) Timely Recall Notification:
 - (A) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 8:00 a.m. on the Day that Timely Nominations are due;
 - (B) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the Day that Timely Nominations are due (Central Clock Time);

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.12 Recalls and Reput of Capacity (Continued)

- (ii) Early Evening Recall Notification:
 - (A) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the Day that Evening Nominations are due;
 - (B) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the Day that Evening Nominations are due (Central Clock Time);

- (iii) Evening Recall Notification
 - (A) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the Day that Evening Nominations are due;
 - (B) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the Day that Evening Nominations are due (Central Clock Time);

- (iv) Intraday 1 Recall Notification:
 - (A) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the Day that Intraday 1 Nominations are due;
 - (B) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the Day that Intraday 1 Nominations are due (Central Clock Time); and

- (v) Intraday 2 Recall Notification:
 - (A) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 2:30 p.m. on the Day that Intraday 2 Nominations are due;
 - (B) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the Day that Intraday 2 Nominations are due (Central Clock Time).

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.12 Recalls and Reput of Capacity (Continued)

- (b) For recall notification provided to the Transportation Service Provider ("TSP") prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one Hour after receipt of such recall notification.

For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. (Central Clock Time) (NAESB WGQ Standard 5.3.45)

- (c) Releasing Shipper's recall and reput notices must be submitted using Transporter's on-line capacity release system.
- (d) The recall notice must detail receipt and delivery point(s) and quantities being recalled. The notification may also state the length of the recall period and will also state the conditions of any reput rights of the Releasing Shipper and reput obligations of the Replacement Shipper as may have been negotiated at the time of the release (see Section 9.7(d), hereof). Unless otherwise agreed to by the Releasing Shipper and the Replacement Shipper, and Transporter is so advised, the Replacement Shipper will regain the capacity at the end of the recall period.
- (e) In the event of an intraday capacity recall, the Transportation Service Provider ("TSP") should determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity ("EPC"). Variations to the use of EPC may be necessary to reflect the nature of the TSP's tariff, services and/or operational characteristics. (NAESB WGQ Standard 5.3.56)
- (f) If the length of the recall period is not specified in (c) above, or unless otherwise agreed between Releasing Shipper, Replacement Shipper, and Transporter, the Releasing Shipper must notify Transporter and Replacement Shipper of its intent to reput the capacity back to the Replacement Shipper. The deadline for notifying the Transportation Service Provider of a reput is 8:00 a.m. to allow for timely nominations to flow on the next gas day (NAESB WGQ Standard 5.3.54).

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.12 Recalls and Reput of Capacity (Continued)

- (g) In the event of a reput after a recall period, the Releasing Shipper may not reput capacity at point(s) other than those originally released. When capacity is recalled, it may not be reput for the same gas Day (NAESB WGQ Standard 5.3.53). Unless otherwise agreed to in the terms of the release and Transporter is advised of such condition, the Releasing Shipper may permanently retain capacity at certain Primary Points originally released.
- (h) Transporter shall not assess penalties during non-critical periods on transactions related to quantities recalled during an intraday scheduling cycle.

9.13 Execution of Agreements or Amendments

- (a) The successful bidder (or successful Prearranged Shipper) for capacity shall become the Replacement Shipper and its bid for capacity or posting of prearranged release pursuant to Sections 9.8 and 9.10 shall be binding. The bid submitted by the Replacement Shipper as supplemented by the posting of the notice of capacity release on Transporter's EBB shall constitute the Replacement Capacity Agreement. The Replacement Shipper(s) will gain rights to nominate firm capacity consistent with the capacity acquired from the Releasing Shipper, and for the term as agreed to by the Releasing Shipper and subject to all other terms of the underlying Agreement and Sections 9.7 and 9.8 herein. The Releasing Shipper(s) will relinquish its firm entitlement rights to nominate consistent with the same terms. Replacement Shipper(s) are not permitted to change Primary Receipt or Delivery Point(s) under the Releasing Shipper's Agreement unless the release is permanent and at maximum rates. Replacement Shippers are, however, allowed to make nominations at Secondary Points subject to the same conditions as the underlying agreements, including paying the maximum applicable reservation rate under the applicable Rate Schedule unless a discount is agreed to by Transporter.

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)
- 9.13 Execution of Agreements or Amendments (Continued)
- (b) Where capacity has been released for the entire remaining term of the Releasing Shipper's TSA, the Releasing Shipper may request Transporter to amend its TSA to reflect the release of capacity. The Releasing Shipper shall remain bound by and liable for payment of the reservation charge under the TSA unless the Replacement Shipper is paying the maximum reservation rate for the entire contract term, provided that any requisite consent(s) are obtained from applicable financial institution(s).
- 9.14 Notice of Completed Transactions. Within 48 Hours after the transaction commences, pursuant to Section 9.11, Transporter shall post a Notice of Completed Transaction on its electronic bulletin board for a minimum period of five Business Days. The notice shall include the following information regarding each transaction:
- (a) the name(s) of the Releasing Shipper and the Replacement Shipper (or Prearranged Shipper);
- (b) term of release;
- (c) reservation rate as bid;
- (d) delivery point(s);
- (e) receipt point(s);
- (f) capacity (Dth);
- (g) present value of winning bid(s), if such method for bid evaluation was utilized;
- (h) whether the capacity is recallable and reputtable and, if so, recall and reput terms; and
- (i) whether or not the Replacement Shipper is an affiliate of the Releasing Shipper or Transporter;
- (j) whether or not the Replacement Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8.
- (k) Service may begin on the initial date of the term of the release if nominations are made timely to Transporter and are in accordance with this Tariff.

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.15 Effective Date of Release and Acquisition. The effective date of the release by a Releasing Shipper and acquisition by a Replacement Shipper shall be on the date so designated in the Replacement Capacity Agreement (posted term effective date).

9.16 Rates

(a) The reservation rate for any released firm capacity under Rate Schedule FT shall be the reservation rate bid by the Replacement Shipper. Such reservation rate and reservation surcharge(s) shall not be less than Transporter's minimum or more than Transporter's maximum reservation rate and reservation surcharge(s) under the applicable rate schedule as in effect from time to time, except as noted in Section 9.10(c) of the GT&C. For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper shall include the tariff reservation rate and all reservation surcharges, as a total number or as stated separately (NAESB WGQ Standard 5.3.27).

(b) Replacement Shipper shall pay the applicable maximum commodity rate in addition to all other applicable charges and surcharge(s) for the service rendered unless otherwise agreed by Transporter. In the event that the Releasing Shipper has agreed to a negotiated rate pursuant to Section 4.12, the Replacement Shipper shall pay the commodity charge(s) applicable to the Releasing Shipper's contract.

(c) For releases based on a volumetric reservation rate, the minimum and maximum rates shall be computed by converting the reservation rate to a daily rate by multiplying the maximum and minimum reservation rate by 12 Months and dividing that product by 365 Days or 366 Days as appropriate.

9.17 Marketing Fee. A Releasing Shipper may request that Transporter actively market the capacity to be released. In such event, the Releasing Shipper and Transporter shall negotiate the terms of the marketing service to be provided by Transporter and the marketing fee to be charged therefore.

GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

- 9.18 Billing. Transporter will bill the Replacement Shipper the reservation charge and any applicable surcharges specified in the Replacement Capacity Agreement, and the Replacement Shipper shall pay these amounts directly to Transporter. The Releasing Shipper shall be billed the reservation charge and any associated surcharges pursuant to its contract, and, concurrently, Transporter will credit said bill by the reservation charge and applicable surcharge(s) due from the Replacement Shipper. The Releasing Shipper shall also be billed a negotiated marketing fee, if applicable, pursuant to the provisions of Section 9.17 herein. A Replacement Shipper who re-releases acquired capacity shall also pay Transporter's marketing fee, if applicable.

Transporter separately maintains gas flows of Releasing and Replacement Shippers and will directly bill the appropriate Shipper for any overrun and imbalance charges, if applicable. Replacement Shipper shall pay the applicable Tariff maximum commodity rate for service rendered unless otherwise agreed by Transporter.

If a Replacement Shipper fails to make payment to Transporter of the reservation charge and any applicable reservation surcharge(s) due as set forth in Section 12, Transporter shall invoice Releasing Shipper the unpaid (1) reservation rates, (2) surcharges to the reservation rate, (3) other reservation-type charges, and (4) interest charges and late fees associated with such amounts. In addition, the Releasing Shipper may terminate the release of capacity to the Replacement Shipper if such Shipper fails to pay all of the amount of any bill for service under the Replacement Agreement when such amount is due.

- 9.19 Compliance by Replacement Shipper. By acquiring released capacity, a Replacement Shipper agrees that it will comply with the terms and conditions of Transporter's certificate of public convenience and necessity authorizing this Capacity Release Program and all applicable Commission orders and regulations. Such Replacement Shipper also agrees to be responsible to Transporter for compliance with all terms and conditions of Transporter's Tariff, as well as the terms and conditions of the Replacement Capacity Agreement.
- 9.20 Obligations of Releasing Shipper. The Releasing Shipper shall continue to be liable and responsible for all reservation charge(s) associated with the released capacity derived from the reservation charge specified in the Releasing Shipper's TSA or Replacement Capacity Agreement. Re-releases by a Replacement Shipper shall not relieve the original or any subsequent Releasing Shipper of its obligations under this section.

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Third Revised Sheet No. 278 Third Revised Sheet No. 278
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GENERAL TERMS AND CONDITIONS
(Continued)

9. CAPACITY RELEASE PROGRAM (Continued)

9.21 Refunds. In the event that the Commission orders refunds of any rates charged by Transporter, Transporter shall provide refunds to Releasing Shippers to the extent that such Shippers have paid a rate in excess of Transporter's just and reasonable, applicable maximum rates. Releasing Shipper will bear the responsibility for providing refunds to the appropriate Replacement Shippers.

9.22 Right to Terminate a Temporary Capacity Release

(a) Using the notice procedures of Section 12.6 of the General Terms and Conditions, Transporter may elect to terminate a Replacement Capacity Agreement upon 30 Days written notice to the Replacement Shipper, and to FERC, under the following conditions.

(i) Transporter has or will terminate the Releasing Shipper's service pursuant to (i) the Termination of Service provisions of Section 12.6 the General Terms and Conditions or (ii) the Creditworthiness requirements of Section 4.10 of the General Terms and Conditions; and

(ii) The rate stated in the Replacement Capacity Agreement is less than the rate for service under the TSA with the Releasing Shipper.

(b) A creditworthy Replacement Shipper may continue an existing Replacement Capacity Agreement by notifying Transporter prior to the end of the 30-Day notice period that it agrees to pay a rate that is the lesser of:

(i) the applicable maximum rate; or
(ii) the same rate as is in the TSA between Transporter and the Releasing Shipper; or
(iii) a mutually agreed upon rate.

9.23 Segmented Releases. Shipper may also release capacity using the Segmentation provisions of Section 8.1(a) under the following conditions.

(a) The Segmented release must be within the Primary Receipt-to-Delivery Flow path.

(b) The quantity released does not exceed the MDQ entitlements for that Segment.

GENERAL TERMS AND CONDITIONS
(Continued)

10. IMBALANCE MANAGEMENT

- 10.1 Rates of Flow. Unless otherwise agreed, at each receipt and delivery point, quantities tendered or caused to be tendered for Shipper's account in any Hour shall not exceed 1/24th of daily scheduled quantities at such point. However, Transporter may from time to time, on a non-discriminatory basis, permit reasonable operating variations that do not adversely affect other Shippers or operating conditions. If Transporter is unable to accommodate operating variances without adversely affecting other Shippers or system operations, it may reduce the flow into or out of its System by partially or fully closing the valves at the applicable receipt or delivery points.
- 10.2 Imbalance Management and Operating Tolerances.
- (a) Imbalance. For purposes of this section, "imbalance" shall mean the cumulative difference between receipt quantities less FL&U, and the quantities accepted by Shipper or Shipper's designee at the delivery points, resulting from current Month activity plus any beginning of Month imbalance.
 - (b) Balancing Obligations. Daily and Monthly balancing of receipt quantities and the quantities delivered to Shipper shall be Shipper's responsibility. Transporter shall, to the extent practicable, deliver quantities for Shipper's account concurrently with the receipt of receipt quantities. At no time shall Transporter be required to receive quantities for Shipper's account in excess of the quantities Shipper or Shipper's designee will accept at the delivery point(s) on a concurrent basis. Similarly, Transporter shall not be required to make quantities available for delivery in excess of the receipt quantities being tendered by Shipper on a concurrent basis.
 - (c) Operating Tolerances. Shipper and Transporter shall manage the receipts and deliveries so that daily and Monthly imbalances shall be kept as near zero as practicable.
 - (d) Notification. Either Party shall notify the other as soon as practicable when it becomes aware that receipts and deliveries are not in balance. Transporter shall formally notify Shipper of allocated receipts, deliveries, and related imbalances, by way of Transporter's EBB as soon as allocated quantities are available.

GENERAL TERMS AND CONDITIONS
(Continued)

10. IMBALANCE MANAGEMENT

10.2 Imbalance Management and Operating Tolerances (Continued)

- (e) Third Party Imbalance Management Services. Transporter shall accommodate third-party imbalance management services on a non-discriminatory basis as long as these services comply with applicable NAESB WGQ Standards and do not adversely impact system operations. Criteria for third-party services will include compliance with NAESB WGQ nomination and confirmation time lines, and meeting Transporter credit requirements appropriate for the quantity of Shipper imbalance gas for which such third party may be responsible.
- (f) Imbalances with Other Parties. Transporter shall not be responsible for eliminating any imbalances between Shipper and any third party, including imbalances between local distribution companies and/or specific end users. Furthermore, Transporter shall not be obligated to deviate from its standard operating and accounting procedures in order to reduce or eliminate any such imbalances.
- (g) Balancing Upon Termination. Upon termination of the TSA, any imbalance shall be eliminated through the procedures set forth in this section.
 - (i) Shipper shall have the first five calendar days of the month following the TSA termination date to resolve the terminated TSA imbalance pursuant to this Section 10.3.
 - (ii) Any remaining imbalance at the end of the five-day period of the month following the TSA termination date will be cashed out to eliminate the remaining balance in accordance with Section 10.4(b).
 - (iii) Cash out of terminated TSA imbalances will not be required if a resolution to the imbalance is mutually agreed to in writing prior to the end of the five-day period of the month following the TSA termination date. Any such written imbalance resolution will be agreed to on a not unduly discriminatory basis and posted on Transporter's EBB.
- (h) Inactive TSA Imbalances. An Inactive TSA is defined as any TSA with an imbalance that has remained unchanged for a three consecutive month period. Any such Inactive TSA imbalance quantity will be cashed out in accordance with Section 10.4(b). Transporter will provide notice to the Inactive TSA Shipper 15 days prior to the pending cash out.

GENERAL TERMS AND CONDITIONS
(Continued)

10. IMBALANCE MANAGEMENT

10.2 Imbalance Management and Operating Tolerances (Continued)

- (i) Locations For Which Electronic Measurement Is Not Available. When measurement information is not available at a location at the time allocations are performed, quantities will be allocated as nominated. If measurement data is received on or before the fifth Business Day of the Month following flow, daily quantities will be reallocated pursuant to the appropriate Pre-determined Allocation procedure for the location. Measurement data which is received after the fifth Business Day of the Month will be used to retroactively allocate quantities at the location. Imbalances resulting from such retroactive allocations will be reflected for the next Month on the appropriate Shipper TSAs.

10.3 Imbalance Adjustments.

- (a) Imbalance Transfers. At the end of each Month, Transporter shall, unless otherwise agreed, review each Shipper's TSAs and will transfer imbalances among such TSAs to provide the Shipper with the lowest possible imbalance on all TSAs. Transporter will first transfer imbalances among a Shipper's TSAs under the same rate schedule. Thereafter, Transporter will transfer imbalances among that Shipper's TSAs under all rate schedules. No imbalance under any TSA will be increased as the result of a transfer.
- (b) Upon completion of imbalance transfers, Transporter shall consolidate each Shipper's remaining imbalances under all TSAs to a single net imbalance quantity for use in the Imbalance Trade process as described in paragraphs (c) and (d) below.
- (c) Election for Imbalance Trades. On or before the seventh Business Day of the Month following the accumulation of an imbalance, a Shipper may notify Transporter of its election to Cash Out such imbalance. If Transporter does not receive notification, then the imbalance will be treated pursuant to the Imbalance Trade procedures below.

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GENERAL TERMS AND CONDITIONS
(Continued)

10. IMBALANCE MANAGEMENT

10.3 Imbalance Adjustments (Continued)

(d) Imbalance Trades. The term "imbalance trade" shall mean the reallocation of imbalances from one Shipper to another Shipper in order to reduce the imbalances of both Shippers. Transporter shall effect an election to trade imbalances incurred during a Month as posted and verified electronically.

- (i) A Shipper, acting without the assistance of Transporter, may negotiate an imbalance trade arrangement with another Shipper.
- (ii) Upon Shipper's designation, Transporter shall post on its EBB the Shipper's availability to trade imbalances. Such posting shall include the imbalance quantity available to be traded, the Shippers' contact name(s) and phone number(s) and any special conditions. Such posting may be made through the last Day of the Month following the Month of gas flow.
- (iii) Shippers shall negotiate the terms of any trades among themselves.
- (iv) Shippers trading imbalances must electronically notify Transporter of their trade no later than the last Business Day of the Month following the Month in which the imbalance to be traded was created.
- (v) Only trades which have the effect of reducing a Shipper's imbalances are permitted (i.e., the maximum quantity which may be traded is the smaller of the excess or shortfall under the Shipper's TSAs affected by the trade).
- (vi) Transporter shall permit trade arrangements at no additional cost to the Shippers.
- (vii) After completion of all trade transactions, Transporter shall apply the traded imbalance quantities to Shipper's original TSA-level imbalances until the trade quantities have been fully allocated. TSAs with the largest percentage imbalances shall be credited with trade quantities first. The imbalance percentage shall be determined by comparing the size of the imbalance to the larger of total receipt or total delivery quantities for the TSA containing the imbalance.

GENERAL TERMS AND CONDITIONS
(Continued)

10. IMBALANCE MANAGEMENT

10.4 Cash Out. All remaining imbalances shall be subject to the following Cash Out provisions.

- (a) Determination of Cash Out Quantities. The term "cash out" shall refer to the valuation of an imbalance at a market-related price pursuant to the requirements of this section. Application of the cash out process will result in a monetary value due to the Shipper or Transporter which upon payment, will result in reduction of the imbalance to zero.
 - (i) Transporter shall determine the imbalance quantity applicable to each TSA through the last Day of the Month.
 - (ii) Shippers shall have the opportunity to reduce the end-of-Month imbalances pursuant to the imbalance trading procedures above. Such reductions, if any, shall determine a final end-of-Month imbalance for each TSA.
 - (iii) Except as provided in Sections 10.2(g) and 10.2(h), Transporter and Shipper shall Cash Out the full imbalance by applying the Cash Out Index Price to the final end-of-Month imbalance if such imbalance exceeds the Monthly threshold quantity. If the end-of-Month imbalance does not exceed the Monthly threshold, such imbalance will be forwarded to the next Month's imbalance calculation, unless the Shipper elects to cash out the imbalance.
 - (iv) The Monthly threshold applicable to a Rate Schedule FT TSA will be calculated by multiplying the MDQ by the number of Days in the applicable Month and 3%. The Monthly threshold applicable to a Rate Schedule IT TSA will be calculated by multiplying the monthly scheduled quantity by 3%.
- (b) Determination of Cash Out Liabilities.
 - (i) Shipper shall not be subject to cash out if the imbalance occurs at an interconnection between Transporter's System and another interstate pipeline, unless Shipper fails to follow the scheduling procedures of Section 6 of the General Terms and Conditions.
 - (ii) Imbalances shall be valued at the reference prices for the Month that the imbalance accumulated.

GENERAL TERMS AND CONDITIONS
(Continued)

10. IMBALANCE MANAGEMENT (Continued)

10.4(b) Determination of Cash Out Liabilities (Continued)

(iii) Cash outs shall be priced in the following manner.

(A) For that portion of the imbalance less than the Monthly threshold quantity:
If Shipper owes end-of-Month balances to Transporter, the quantities shall be cashed out at the reference price described in Section 10.4(b)(iv)(4) below.

If Transporter owes end-of-Month balances to Shipper, the quantities shall be cashed out at the reference price described in Section 10.4(b)(iv)(2) below.

(B) For that portion of the imbalance exceeding the Monthly threshold quantity:
If Shipper owes end-of-Month balances to Transporter, the quantities shall be cashed out at the highest of the reference prices described in Section 10.4(b)(iv) below.

If Transporter owes end-of-Month balances to Shipper, the quantities shall be cashed out at the lowest of the reference prices described in Section 10.4(b)(iv) below.

(iv) Each Month, Transporter shall use the reference prices reviewed by the Commission and listed below to determine the Cash Out Index Price. Should any of these publications become unavailable, Transporter shall substitute information posted in a similar publication after first filing for Commission approval of the point or publication it wishes to use as a substitute. Changes in the name, format or other method of reporting by the publications in 10.4(b)(iv) that do not materially affect the content shall not affect their use hereunder. The Cash Out Index Prices shall be reported on Transporter's EBB no later than 5:00 p.m. CCT on the fifth Business Day of the Month following the production Month.

GENERAL TERMS AND CONDITIONS
(Continued)

10. IMBALANCE MANAGEMENT (Continued)

10.4 Determination of Cash Out Liabilities (Continued)

- (A) The first of Month Cheyenne Hub price reported in Inside FERC.
- (B) The average of the daily Cheyenne Hub price reported in Gas Daily for NAESB Business Days.
- (C) The average of the first of Month prices reported in Inside FERC for the following points: ANR Pipeline - Oklahoma; NGPL - Midcontinent; PEPL - Texas, Oklahoma (mainline); and Southern Star Central Gas - Texas, Oklahoma, Kansas.
- (D) The average of the daily prices reported in Gas Daily for NAESB Business Days for the following points: ANR Pipeline - Oklahoma; NGPL - Midcontinent; PEPL - Texas, Oklahoma; Southern Star Central Gas - Texas, Oklahoma, Kansas.
- (v) Transporter shall pay or credit the account, as appropriate, of Shipper for any cash out amounts due Shipper. Shipper shall pay Transporter for any cash out amounts due Transporter.
- (vi) Upon payment of the appropriate cash out amounts, the final end-of-Month quantities under the affected TSA will be reduced to zero.
- (vii) Transporter will not cash out imbalances if: (i) Shipper's action is excused by force majeure, (ii) Transporter has invoked force majeure, or (iii) the imbalances are caused by Transporter or result from Transporter's error. Transporter shall permit any imbalances exempted from cash out under this provision to be made up in-kind or by some other mutually agreeable method.
- (viii) Within 90 Days, total penalties that are in excess of Transporter's gas costs and administrative costs that are received by Transporter pursuant to the operation of this section, shall be credited to Transporter's firm and interruptible transportation Shippers on a pro rata basis in accordance with the quantities transported for each Shipper.

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GENERAL TERMS AND CONDITIONS
(Continued)

10. IMBALANCE MANAGEMENT (Continued)

10.5 Determination of Deliveries. At each receipt or delivery point, quantities shall be based upon an allocation procedure. Quantities shall mean quantities nominated by Shipper and scheduled and confirmed by Transporter pursuant to Section 6.4.

- (a) At each receipt and delivery point, Transporter shall reach agreement with the Interconnecting Party as to the Predetermined Allocation Agreement (PDA) to be used.
 - (i) PDAs shall be established using the allocation methodologies and criteria set forth in the NAESB WGQ Standards.
 - (ii) PDAs for each gas Day shall be agreed to prior to gas flow. To the extent possible, changes to PDAs during a calendar Month shall be minimized or avoided.
 - (iii) Transporter shall post on its EBB the PDA methodology to be used at each receipt and delivery point.
 - (iv) In the event that less than confirmed nominations are to be allocated, Transporter shall use the ranks provided in the affected nominations to determine Shipper priorities to the extent that use of such rank is not in conflict with other provisions of this Tariff.
 - (v) Transporter shall not be liable for any damages which may directly or indirectly result from Transporter's implementing the allocation procedures set forth in this section, so long as Transporter complies with the provisions of this Section 6 of the General Terms and Conditions.
- (b) Absent agreement to a PDA methodology, quantities at each receipt and delivery point shall be allocated pro rata based on scheduled quantities or based on the OBA provisions of Section 10.6.

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Second Revised Sheet No. 285 Second Revised Sheet No. 285
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GENERAL TERMS AND CONDITIONS
(Continued)

10. IMBALANCE MANAGEMENT (Continued)

- 10.6 Transporter may enter into Operational Balancing Agreements (OBA) at receipt and delivery points with the Interconnecting Party. An OBA is a contract between Transporter and an interconnected operator which specifies the procedures to manage operating variances at an interconnect (NAESB WGQ Standard 2.2.1). Such OBAs provide for the allocation of scheduled quantities to the Shippers' accounts with any operational variances allocated to the OBA. The form of agreement used by Transporter follows the format of the Model OBA developed by NAESB WGQ. Locations covered by an effective OBA do not require a Predetermined Allocation Agreement.
- 10.7 Maintenance of System Integrity. Nothing in this section limits Transporter's right to take action that may be required to adjust receipts and deliveries of gas in order to alleviate conditions that threaten the integrity of its system, including maintenance of service to higher-priority Shippers.

GENERAL TERMS AND CONDITIONS
(Continued)

11. SYSTEM OPERATIONAL PARAMETERS

11.1 Operating Plan. An Operating Plan affecting all firm Shippers will be developed to coordinate the requirements and system operations for each Month. The Operating Plan, which includes all scheduled maintenance for each Month, will be the basis for Transporter's operations during such Month to assure system integrity and efficient operation of Transporter's transmission system. All affected Parties will be required to conform their transportation services to the Operating Plan, including responding to any Strained Operating Condition ("SOC") or Critical Operating Condition issued by Transporter. The Operating Plan for the year shall be posted on Transporter's electronic bulletin board at least one Month prior to the beginning of the year and will be updated at least Monthly thereafter.

11.2 Critical Condition Procedures

- (a) A Strained Operating Condition ("SOC") may be issued using the notification procedures of Section 6.2(c)(iv) of this Tariff in situations where in Transporter's reasonable judgment general system flexibility, normally available Day to Day, cannot be afforded to Shippers to accommodate minor variations in receipt and delivery quantities from nominated levels. Examples of such operating conditions include (1) when a system outage occurs; (2) when extreme weather conditions develop; (3) when line pack exceeds (above or below) operational tolerances; or (4) when takes on a Shipper's behalf deviate from its scheduled quantities by 5% or more. The issuance of an SOC requests Shippers' voluntary support in correcting over-performance or under-performance. An SOC does not constitute a critical condition for purposes of the Unauthorized Overrun Charge.
- (b) If the SOC does not improve, Transporter, using its reasonable judgment, may declare a Critical Operating Condition after the SOC has been in effect for at least one intraday scheduling cycle. The Critical Operating Condition will be issued using the notification procedures of Section 6.2(c)(iv) of this Tariff. The Critical Condition will be limited to the smallest area of the system possible so that the fewest number of Shippers are affected.
- (c) During a Critical Operating Condition period, the Shipper shall adjust receipts or deliveries to a level that varies less than 3% from the scheduled volume for such Day or 100 dth, whichever is larger. If, the Shipper continues to under-perform by failing to deliver or take the quantities it scheduled for that flow Day, a Critical Condition Unauthorized Overrun Charge shall be levied by Transporter to the Shipper in the amount shown on the Statement of Rates sheet.

GENERAL TERMS AND CONDITIONS
(Continued)

11. SYSTEM OPERATIONAL PARAMETERS
11.3 Force Majeure.

- (a) A force majeure event includes without limitation by this recital: acts of God, including fires, explosions, earthquakes or volcanic eruptions, storms, floods, washouts and extreme cold or freezing weather; necessity for compliance with any court order, law, regulation or ordinance promulgated by any governmental authority having jurisdiction, either federal, Indian, state or local, civil or military; acts of a public enemy; wars and civil disturbances; strikes, lockouts or other industrial disturbances; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary for safe operation by the testing party); inability to obtain necessary materials, supplies, permits, or labor to perform or comply with any obligation or condition of this Tariff; inability to obtain rights of way; and any other causes that are not reasonably in the control of the party claiming suspension.
- (b) A force majeure event shall include shutdowns for purposes of necessary repairs, relocations, or construction of facilities associated with any of the events described in Section 11.2(a) above.
- (c) If because of a force majeure event either Transporter or Shipper is rendered unable, wholly or in part, to perform its obligations under a TSA, and if such party gives notice of such event within a reasonable period of time and provides full particulars of the event in writing or by electronic communication (other than telephone), nonperformance of the party giving such notice shall be excused during the continuance of such event and to the extent its performance is affected by such event. The party claiming force majeure shall use due diligence to remedy its nonperformance with all reasonable dispatch, including the making of provision for such alternate performance as may be economical and practical.
- (d) No force majeure event affecting the performance by Transporter or Shipper shall relieve such party of liability in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch. Nor shall such causes or contingencies affecting such performance relieve either party from its obligations to make payments as mutually agreed under the applicable Rate Schedule.

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Second Revised Sheet No. 287 Second Revised Sheet No. 287
Superseding: First Revised Sheet No. 287

GENERAL TERMS AND CONDITIONS
(Continued)

12. BILLING AND PAYMENT

12.1 Billing

- (a) Billing. On or before the ninth Business Day of each Month Transporter shall provide to Shipper an invoice for the total payment for services rendered to Shipper under the TSA during the preceding Month.
- (b) When Shipper is in control of information required by Transporter to prepare invoices, Shipper shall cause such information to be received by Transporter on or before the fifth Business Day of the Month immediately following the Month to which the information applies. If the information is not received by such deadline, Transporter will make a good faith estimate of the information and proceed with the billing process.
- (c) Invoices shall be deemed rendered when Transporter posts notification on its EBB that invoices are final. Shipper may also access their invoice on the Xpress system or may request to have invoices rendered via U.S. Mail. If the Shipper elects to have invoices rendered via U.S. Mail, then Shipper's invoice shall be deemed rendered when Transporter places such invoice in the U.S. Mail service with sufficient postage for delivery to the person and address designated pursuant to the applicable Service Agreement.
- (d) A Shipper may request a complimentary e-mail notification of posting of the invoice on the EBB, provided that it is the Shipper's responsibility to maintain current e-mail information with Transporter to ensure delivery.
- (e) A Shipper may elect to change its invoice delivery mechanism by notifying Transporter before the end of the month to be effective for the next billing cycle.

12.2 Payment and Late Charge

- (a) Payment. Each Shipper shall pay Transporter in immediately available funds, at the address listed in the Payments, Notices, and Contacts Section of this Tariff, within 10 Days of receipt of the invoice for the preceding Month. Unless otherwise specified, the effective payment due date of an invoice when such due date does not fall upon a Business Day should be the first Business Day following the due date (NAESB WGQ Standard 3.3.25). Any invoice provided by Transporter which is received by Shipper after the ninth Business Day of the Month shall not extend the due date of payment unless Transporter is responsible for such delay.

GENERAL TERMS AND CONDITIONS
(Continued)

12. BILLING AND PAYMENT (Continued)

12.2 Payment and Late Charge (Continued)

- (b) Late Charge. Should Shipper fail to pay the entire amount of any invoice when same is due, interest compounded on the unpaid balance shall accrue using the interest rates and procedures specified in Section 154.501(d) of the Commission Regulations from the due date of payment to the date of actual payment. Shipper shall not be required to pay interest when such amount is less than \$100.

12.3 Dispute Procedures. In the event of a bona fide dispute between the parties concerning the billed amount, Transporter shall not terminate transportation service under the notification procedures outlined below when Shipper acts in a timely manner to provide additional information and security for Transporter in accordance with the following procedures.

- (a) Remittance Detail. When Shipper submits payment, it must pay all amounts not in dispute and provide documentation supporting any disputed amounts. If payment differs from the amount invoiced, Shipper shall provide remittance detail with the payment. However, unless Shipper provides documentation specifying otherwise, if either principal or interest are due, any payments thereafter received shall first be applied to the interest due, then to the previously outstanding principal due and, lastly, to the most current principal due, unless the parties mutually agree otherwise.
- (b) Payment Security. Within 30 Days after the due date of any payment, Shipper must pay the disputed amount in full or provide sufficient security for the disputed amount. If Shipper pays the disputed amount, such amount is subject to return by Transporter, with interest calculated in accordance with Section 12.2(b), if the dispute is resolved in Shipper's favor. If Shipper does not pay the disputed amount, it must furnish good and sufficient surety bond, guaranteeing payment to Transporter of all amounts ultimately found due after resolution of the dispute, including the amount now in dispute plus the estimated interest calculated in accordance with Section 12.2(b) that accrues until resolution of the dispute. Shipper shall not be required to pay interest when such amount is less than \$100. This section does not apply to ordinary adjustments of overcharges and undercharges in accordance with Section 12.5.

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Second Revised Sheet No. 289 Second Revised Sheet No. 289
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GENERAL TERMS AND CONDITIONS
(Continued)

12. BILLING AND PAYMENT (Continued)

- 12.4 Corrections. The time period for corrections to invoice or statement data shall be six Months from the date of the initial invoice or statement with a three-Month rebuttal period using the dispute resolution procedures above, excluding government required rate changes. This limitation does not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this limitation. If there is a deliberate omission or misrepresentation of fact, there will be no time limit for correction of the invoice. If there has been a mutual mistake of fact, no corrections shall be made for an invoicing error unless notice of the mistake is given within 24 Months after the mistake is committed.
- 12.5 Adjustment of Overcharge and Undercharge - If it is determined within the time limits specified in Section 12.4 that Shipper has been overcharged or undercharged as a result of an error in billing for which Transporter is solely responsible and Shipper paid such bill, then the following procedures will apply. Unless mutually agreed otherwise, Transporter shall refund within 30 Days of a final determination the amount of any overcharge, with interest calculated pursuant to Section 12.2(b) above. Unless mutually agreed otherwise, Shipper shall pay within 30 Days of a final determination the amount of any undercharge, with interest calculated pursuant to Section 12.2(b) above. Interest shall be calculated from the time such overcharge or undercharge was paid to the date of refund or payment, respectively; provided, however, neither Transporter nor Shipper shall be required to pay interest when such amount is less than \$100. This section does not apply to payments subject to a billing dispute in accordance with Section 12.3.

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Second Revised Sheet No. 290 Second Revised Sheet No. 290
Superseding: First Revised Sheet No. 290

GENERAL TERMS AND CONDITIONS
(Continued)

12. BILLING AND PAYMENT (Continued)

- 12.6 Termination of Service. Without prejudice to any other rights and remedies available to Transporter under the law and the TSA, Transporter shall have the right to terminate transportation service using the following notification procedures if any undisputed amount billed to a defaulting Shipper remains unpaid for more than 30 Days after the due date thereof. If the defaulting Shipper has released a portion of its capacity, then Transporter shall also comply with the requirements of Section 9.22.
- (a) First Notice: On or about ten Days after the due date of any payment, Transporter shall provide written notice to the defaulting Shipper and to the FERC that service may be terminated in 30 Days unless payment is received;
 - (b) Second Notice: On or about 20 Days after the due date of any payment, Transporter shall provide written notice to the defaulting Shipper and to the FERC, that service may be terminated in 20 Days unless payment is received;
 - (c) Final Notice: On or about 30 Days after the due date of any payment, Transporter shall provide written notice to the defaulting Shipper and to the FERC, that service will be terminated unless payment is received within ten Days.
 - (d) If a defaulting Shipper's service is terminated under a TSA, such Shipper shall compensate Transporter for any difference between the revenues due Transporter for the remaining contract term under the terminated TSA and the revenues to be received under a replacement TSA, if any, marketed to another Shipper to replace the terminated TSA.

GENERAL TERMS AND CONDITIONS
(Continued)

13. FUEL AND L&U

- 13.1 FL&U consists of compressor station fuel and fuel for other utility purposes, including but not limited to line losses and other unaccounted-for gas in the operation of Transporter's pipeline system. FL&U shall be furnished in-kind by Shippers at each receipt point on a pro rata basis based on the quantity received.
- 13.2 The FL&U Percentage shall be stated on the Statement of Rates Sheet in Transporter's Tariff, and shall apply to those Rate Schedules requiring assessment of FL&U. Transactions that do not consume fuel will not be assessed a fuel charge; however, such transactions will be assessed a charge for lost and unaccounted for gas as identified in each filing made pursuant to Section 13.3.
- 13.3 The FL&U Percentage shall be recomputed at least annually. The first FL&U adjustment filing shall be made 15 Months after the in-service date of Transporter's System. Thereafter, the FL&U annual adjustment filing shall be made on the one-year anniversary date of the first filing. At its election, Transporter may also submit FL&U adjustment filings more frequently than annually. Such non-annual filings shall be submitted at least 30 Days prior to the proposed effective date of the proposed FL&U Percentage. The proposed FL&U Percentage shall become effective on the proposed date after appropriate FERC review and notice. Transporter will provide details of any known and identifiable line loss due to explosion, fire, or other calamity and any related insurance claims in its FL&U adjustment filings.
- (a) Transporter will file no less than once annually, documentation relevant to purchases and sales of fuel gas, L&U gas and related gas balance quantities. The documents will distinguish between purchases and sales for system balancing purposes including fuel imbalances, L&U imbalances and purchases, if any, that provide flexibility under Transporter's various services.
- (b) Transporter will delineate in its FL&U True-up filing any OBA-related costs or revenues from other costs or revenues.
- 13.4 Derivation of FL&U Percentage
- (a) The FL&U Percentage shall be derived by dividing: (i) the sum of the Projected FL&U Requirement, the FL&U Requirement Adjustment, and the Cost and Revenue True-up Adjustment (numerator), by (ii) the projected receipt quantities related to the anticipated transportation service for all Shippers during the upcoming period (denominator).

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GENERAL TERMS AND CONDITIONS
(Continued)

13. FUEL AND L&U (Continued)
- 13.4 Derivation of FL&U Percentage (Continued)
- (i) The Projected FL&U Requirement shall be the quantity of gas which is the sum of the FL&U projected by Transporter to be required to support the anticipated transportation service for all Shippers under all Rate Schedules during the upcoming period.
 - (ii) The derivation of the FL&U Percentage described above shall include the fuel quantity attributable to the electric commodity costs of Transporter's amine gas treatment facilities and electric-driven compressor facilities. Electric fuel costs shall be converted to an equivalent quantity of gas by dividing Transporter's actual electric commodity expenses during the data collection period by the first of the month price reported in Inside FERC for the Cheyenne Hub for the appropriate month.
 - (iii) The FL&U requirement shall include the FL&U paid by Transporter to Colorado Interstate Gas Company for compression services at its Cheyenne Plains Jumper Compressor Station.
 - (iv) The FL&U Requirement Adjustment shall be the quantity of gas which is the difference between: (i) the actual quantities of FL&U experienced by Transporter during the data collection period; and (ii) the quantities of gas retained by Transporter during the data collection period. Determination of the actual quantities of FL&U experienced during this period shall include an adjustment to eliminate the effect of changes in system line pack, if any.

GENERAL TERMS AND CONDITIONS
(Continued)

13. FUEL AND L&U (Continued)

13.5 FL&U calculations shall be accomplished pursuant to NAESB WGQ standards.

- (a) When the fuel reimbursement method is fuel in-kind, the results of the fuel reimbursement calculations for the nomination process should be rounded to the nearest Dekatherm or Gigajoule (Canada) (NAESB WGQ Standard 1.3.15).
- (b) Where fuel reimbursement is in-kind, the standard fuel calculation mechanism, as this is related to the nomination process, should be $(1 - \text{fuel } \% / 100)$ multiplied by receipt quantity = delivery quantity (NAESB WGQ Standard 1.3.16).
- (c) For in-kind fuel reimbursement methods, Service Providers should not reject a nomination for reasons of rounding differences due to fuel calculation of less than 5 Dth (NAESB WGQ Standard 1.3.29).
- (d) The transportation priority for fuel should be the same as the level of service as the transaction to which it applies (NAESB WGQ Standard 1.3.31).
- (e) For current in-kind fuel reimbursement procedures, fuel rates should be made effective only at the beginning of the Month (NAESB WGQ Standard 1.3.28).

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Original Sheet No. 294 Original Sheet No. 294

GENERAL TERMS AND CONDITIONS
(Continued)

14. PENALTIES

14.1 Penalty Provisions. Shipper will only be subject to one penalty for the same type of infraction involving any quantity of gas in conjunction with transportation service under this Tariff.

14.2 Unauthorized Overrun Revenue Crediting. The actual unauthorized overrun revenues that are in excess of Transporter's costs associated with an unauthorized overrun event, received by Transporter in any calendar year under a firm or interruptible TSA shall be credited by invoice credit to those firm and interruptible Shippers who did not incur unauthorized overrun charges in the Month for which such revenues were received. Credits to eligible Shippers shall be made on a pro rata basis, based on a Shipper's total reservation and commodity charges paid each Month. Such credit shall be made not later than the March accounting Month statement sent subsequent to the calendar year-end by Transporter. Any revenue collected and retained by Transporter pursuant to this section shall accrue interest calculated pursuant to Section 154.501(d) of the Commission's Regulations.

GENERAL TERMS AND CONDITIONS
(Continued)

15. REVENUE SHARING MECHANISM

15.1 Crediting for Qualifying Shippers. Revenues collected by Transporter under Rate Schedules IT and SS and from short-term firm service (service which is available on a seasonal basis only for terms of less than one year) under Rate Schedule FT (including authorized overruns) during any calendar year shall be subject to the following crediting requirements.

- (a) Transporter shall retain all Rate Schedule IT and SS revenues, all Rate Schedule FT short-term firm revenues, and all authorized overruns collected attributable to:
 - (i) that portion of the applicable Rate Schedules IT, SS, and FT rates (including authorized overruns) representing variable costs; and
 - (ii) any applicable surcharges.
- (b) In the event Transporter receives interruptible and short-term firm revenues in excess of the cost allocation described in Section 14.2(a) above, Transporter shall credit such revenues in the following manner. The revenues shall be allocated to all Shippers and to Transporter using the percentage provided in the negotiated rate Shippers' TSAs. Then, each Shipper shall be allocated a proportionate share based upon the relationship of the total payments received from the Shipper and the total of all such revenues received by Transporter. Negotiated rate shippers shall be credited revenues as provided for in their TSAs. Non-negotiated rate Shippers will be credited 100% of their allocated share.
- (c) IT Crediting for Qualifying Shippers. The revenues to be credited, if any, shall be credited to those qualifying Shippers not later than April 15 of each year, or if a credit cannot be applied, a cash refund shall be distributed.

GENERAL TERMS AND CONDITIONS
(Continued)

16. RESERVATION CHARGE CREDIT

16.1 Reservation Charge Credit

- (a) If during force majeure and/or unplanned maintenance events Transporter fails to schedule the nominated and confirmed quantities up to a Shipper's MDQ, Transporter will provide a partial reservation charge adjustment as set forth in Section 16.1(f) for the entire period of force majeure or unplanned maintenance.
- (b) If during planned maintenance events Transporter fails to schedule the nominated and confirmed quantities up to a Shipper's MDQ, Transporter will provide a reservation charge adjustment as described below. The adjustment shall be applicable under the following schedule:
 - (i) No adjustment shall be applicable for Days 1 through 15 of the service failure.
 - (ii) An adjustment shall be applicable for Days 16 through 30 of the service failure as set forth in Section 16.1(e).
 - (iii) A partial adjustment shall be applicable for any Days after the 30th Day of the service failure as set forth in Section 16.1 (f).
- (c) If during periods other than force majeure or maintenance Transporter fails to schedule the nominated and confirmed quantities up to a Shipper's MDQ, Transporter will provide a reservation charge adjustment as described in Section 16.1(e) below.
- (d) No adjustment shall be made with respect to any service nominated at Secondary or Flow Path Secondary receipt or delivery points.
- (e) The reservation charge specified in the TSA, and any related surcharge, will be reduced for any service failures on each Day during the period described in Sections 16.4(ii) and 16(c) by an amount equal to the product of (1) the quantity of gas up to the Shipper's MDQ not scheduled by Transporter times (2) the rate per Dth equal to the quotient of the reservation rate in the TSA divided by the number of applicable Days, rounded to the nearest tenth of a cent.

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First Revised Sheet No. 297 First Revised Sheet No. 297
Superseding: Original Sheet No. 297

GENERAL TERMS AND CONDITIONS
(Continued)

16. RESERVATION CHARGE CREDIT

16.1 Reservation Charge Credit

- (f) The reservation charge specified in the TSA, and any related surcharge, will be reduced for any service failures on each Day during the period described in Sections 16(a) and 16(b)(iii) by an amount equal to the product of (1) the quantity of gas up to the Shipper's MDQ not scheduled by Transporter times (2) the rate per Dth equal to the quotient of the reservation rate in the TSA divided by the number of applicable Days, rounded to the nearest tenth of a cent times 40% of the maximum recourse rate (representing Transporter's equity return and associated taxes). Reservation charge credits under discounted or negotiated rate TSAs shall be applicable only to that portion of the rate that exceeds 60% (the amounts other than equity return and associated tax portion) of the maximum recourse rate. This percentage will be re-determined whenever the maximum recourse rate changes.
- (g) Any adjustment shall be credited against transportation charges for a future Month or refunded if the TSA has terminated. In no event shall such credit be provided to Shippers later than 90 Days after the Month in which the credit was earned. Such crediting shall be Shipper's sole and exclusive remedy for Transporter's failure as described herein unless damages incurred by Shipper are shown to be the result of gross negligence or willful misconduct by Transporter. If a court makes such a finding, then Transporter shall only be liable for its proportionate amount of negligence.
- (h) No adjustments shall be required if Transporter's failure to schedule gas is due to Shipper's failure to perform in accordance with the terms of the TSA and the Tariff, including, but not limited to, Critical Condition Orders and failure of supply, transportation, and/or market upstream of or downstream from Transporter's pipeline system.

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Sheet No. 298 Sheet No. 298 : Effective

Original Sheet No. 298 has been reserved.

GENERAL TERMS AND CONDITIONS
(Continued)

17. MISCELLANEOUS SURCHARGES

17.1 Annual Charge Adjustment Provision.

- (a) The purpose of this Section is to establish an Annual Charge Adjustment (ACA) provision under which Transporter can recover annual charges assessed to it by the Commission pursuant to Part 382 of the Commission's Regulations.
- (b) All amounts assessed shall be recorded in Account No. 928. Transporter will not seek to recover the ACA assessed to it pursuant to Part 382 of the Commission's Regulations in an NGA Section 4 rate case.
- (c) Filing Procedure. The initial ACA or any subsequent changes in such assessment charge shall be filed by Transporter at least 30 days prior to the proposed effective Date unless, for good cause shown, lesser periods are allowed by Commission Order. The proposed effective date of filings shall be October 1 of each calendar year.

18. WAIVERS

18.1 Penalty Waiver. Transporter may, in exercise of its reasonable discretion, and on a nondiscriminatory basis, waive all or a part of any penalty which might otherwise apply. Transporter shall maintain a record of all waivers granted.

18.2 Non-Waiver of Future Default. The failure of either Party hereto at any time to require performance by the other Party of any provision of the agreement shall in no way affect the right of such Party thereafter to enforce the same, nor shall the waiver by either Party of any breach of any provision hereof by the other Party be taken or held to be a waiver by such Party of any succeeding breach of such provision, or as a waiver of the provision itself.

18.3 Waivers of Past or Future Defaults.

- (a) Transporter may, from time to time and on a not unduly discriminatory basis, waive any of its rights hereunder and compliance with the provisions of this Tariff. All such waivers shall be limited to past defaults or other past occurrences or case-by-case in advance waivers addressing specific, short-term operational problems.
- (b) Transporter shall record any such waivers in a log, which shall be posted for public inspection on its website in accordance with Part 358 of the Commission's Regulations.

GENERAL TERMS AND CONDITIONS
(Continued)

19. DESCRIPTIVE HEADINGS

The descriptive headings of the provisions of the TSA and of these General Terms and Conditions are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.

20. ELECTRONIC BULLETING BOARD ("EBB")

- 20.1 Transporter's electronic bulletin board ("EBB") is accessed through Transporter's designated Internet site(s). The EBB provides a portfolio of electronic business services to Shippers. The EBB is available on a non-discriminatory basis to any party that has compatible equipment. The EBB may be accessed on the Internet at www.elpaso.com. Questions about the EBB may be directed to the applicable telephone number provided on the Points of Contact sheet.
- 20.2 Transporter's EBB shall provide a means for a Releasing Shipper to release its firm transportation rights in accordance with Section 9 of this Tariff.
- 20.3 Parties wishing to bid on released capacity shall post their bids through the EBB. Only those parties that have satisfied the creditworthiness requirements of Section 4.10 of this Tariff may submit a bid.
- 20.4 The EBB shall contain information concerning the availability of capacity:
 - (a) at receipt points;
 - (b) on the mainline;
 - (c) at delivery points; and
 - (d) whether the capacity is available from Transporter directly or through Transporter's Capacity Release Program set forth in Section 9 of this Tariff.
- 20.5 Notice of Available Firm and Interruptible Capacity. Transporter will post on its EBB the availability of firm and interruptible capacity on a continuous basis, pursuant to Sections 284.13(d) of the Commission's Regulations.

GENERAL TERMS AND CONDITIONS
(Continued)

20. ELECTRONIC BULLETING BOARD ("EBB") (Continued)

- 20.6 Transporter may revoke a user's access and/or signature code if Transporter has good cause to believe that one of the following events has occurred:
- (a) Fraudulent or unauthorized use of the signature or access code.
 - (b) An action resulting in a breach of security such as loss, theft or unauthorized disclosures or use of data contained on the EBB.
 - (c) Conduct that threatens the viable operations of the EBB or wrongly interferes with the business transactions of another party.
- 20.7 EBB access, including historical data, shall be available to state regulatory commissions and state consumer advocates on the same basis as any other party. Transporter shall maintain backup copies of the data contained on its EBB for three years, which may be archived to off-line storage. Parties may access the on-line data directly through the EBB. In the event the data has been archived off-line, parties may request the data through the EBB's electronic mail service. Transporter will provide a computer disk containing archived data for a charge of \$50.00. EBB users shall be allowed to download files so their contents can be reviewed in detail without tying up access to the EBB. Information on the most recent transactions shall be listed before older information. EBB users shall be able to split large files into smaller parts for ease of use. On-line help shall be available to assist the EBB users along with a search function allowing users to locate all information concerning a specific transaction, and menus that permit users to separately access notices of available capacity and standards of conduct information. Notwithstanding this Section 20.7, Transporter shall retain its affiliate waiver log for five years from the date of posting.
- 20.8 Transporter's currently effective Tariff, as revised from time to time, is posted on the EBB. Therefore, Transporter shall provide paper copies of the effective Tariff to Shippers and interested state commissions only when specifically requested.
- 20.9 Shippers desiring to exchange information using Transporter's designated Internet site must first enter into an agreement conforming to the Trading Partner Agreement contained in the Form of Service Agreements section of this Tariff.

GENERAL TERMS AND CONDITIONS
(Continued)

21. AFFILIATE-RELATED INFORMATION

- 21.1 Compliance Plan for Transportation Services. Transporter is an interstate Natural Gas pipeline company that transports Natural Gas for others pursuant to Subparts B and G of Part 284 and may be affiliated with corporations which may have marketing function employees as defined in Section 358 of the Commission's Regulations. This section provides the information and procedures required by 18 C.F.R. Section 250.16(b) and (c).
- 21.2 Shared facilities between Transporter's transmission function employees and the marketing function employees of Transporter's affiliate(s), if any, are posted on Transporter's electronic bulletin board.

22. ADVERSE CLAIMS TO NATURAL GAS

- 22.1 Notwithstanding Section 25.1 herein, Shipper agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors against any liability, loss or damage whatsoever, including litigation expenses, court costs and attorneys' fees, suffered by Transporter, its officers, agents, employees or contractors, where such liability, loss or damage arises directly or indirectly out of any demand, claim, action, cause of action or suit brought by any person, association or entity, public or private, asserting ownership of or an interest in the Natural Gas tendered for transportation or the proceeds resulting from any sale of that natural gas or any cash out of imbalances. The receipt and delivery of Natural Gas by Transporter under the TSA shall not be construed to affect or change title to the Natural Gas.

23. RESERVED

24. TAXES

All production (including ad valorem-type production taxes), transportation, gathering, delivery, sales, severance, or other excise taxes or assessments upon the gas tendered hereunder by Shipper to Transporter, which are now or hereafter in existence or authorized for collection by any state or other governmental agency or duly constituted authority, either directly or indirectly, shall be the responsibility of the Shipper and shall be paid or caused to be paid by Shipper.

GENERAL TERMS AND CONDITIONS
(Continued)

25. INDEMNIFICATION/LIABILITY

25.1 Each party to the TSA shall bear responsibility for all of its own breaches, tortious acts, or tortious omissions connected in any way with the executed TSA causing damages or injuries of any kind to the other party or to any third party, unless otherwise expressly agreed in writing between the parties. Therefore, the offending party as a result of such offense shall hold harmless and indemnify the non-offending party against any claim, liability, loss, or damage whatsoever suffered by the non-offending party or by any third party. As used herein: the term "party" shall mean a corporation or partnership entity or individual and its officers, agents, employees and contractors; the phrase "damages or injuries of any kind" shall include without limitation litigation expenses, court costs, and attorneys' fees; and the phrase "tortious acts or tortious omissions" shall include without limitation sole or concurrent simple negligence, gross negligence, recklessness, and intentional acts or omissions.

26. COMPLAINT PROCEDURES

26.1 Complaint Procedures. If an existing or potential Shipper has a complaint relating to any request for transportation service or any on-going transportation service, Shipper should complete the attached complaint form and should be mailed by registered or certified mail, or delivered by hand to any of the contacts listed on the Payments, Notices, and Contacts sheet.

Transporter shall notify Shipper within 48 Hours that the complaint has been received. Each complaint will be noted on the transportation service complaint log. Each complaint shall be investigated, and Transporter shall inform Shipper in writing within 30 Days of receipt of the complaint of the action, if any, taken in response to Shipper's complaint. Transporter shall maintain a separate file for all Shipper complaints and Transporter's responses.

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GENERAL TERMS AND CONDITIONS
(Continued)

26. COMPLAINT PROCEDURES (Continued)

26.1 Complaint Procedures (Continued)

SHIPPER COMPLAINT FORM

Name of Shipper:

Identification of contract under question:

Designation of time period involved:

Nature of complaint:

Signature _____

Title _____

27. INCIDENTAL SALES

Incidental Sales. Transporter may sell operational gas to the extent necessary to maintain system pressure, fuel quantities and line pack.

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Sheet Nos. 306 - 307 Sheet Nos. 306 - 307 : Effective

Reserved Sheet

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Superseding: Second Revised Sheet No. 308

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Fourth Revised Sheet No. 309 Fourth Revised Sheet No. 309
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Sheet Nos. 311 - 337 Sheet Nos. 311 - 337

Reserved Sheet
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GENERAL TERMS AND CONDITIONS
(Continued)

27. OFF-SYSTEM CAPACITY

- 27.1 Transporter may enter into transportation and/or storage agreements with upstream or downstream entities, including other interstate and intrastate pipeline and storage providers (off-system capacity). In the event that Transporter acquires off-system capacity, Transporter will use such capacity for operational reasons or to render service for its Shippers on the acquired capacity, pursuant to Transporter's Tariff and subject to Transporter's currently approved rates. In the event the off-system capacity is subject to renewal limitations, as specified in the third-party pipeline's tariff and/or provided by FERC Regulations, Transporter will indicate in its posting of firm unsubscribed capacity any limitation to the extension rights that will apply as a result of such limitations on the off-system capacity. For purposes of transactions entered into subject to this section, the "Shipper must hold title" requirement shall be waived on the acquired capacity.
- 27.2 Third Party Charges. If Transporter acquires off-system capacity from a third party(s) pursuant to Section 27.1 above and provides transportation and/or storage service for the benefit of Shipper(s), Shipper(s) may, on a non-discriminatory basis, be required to pay Transporter, in addition to any applicable rates and charges assessed pursuant to this Tariff, the rates and charges Transporter is obligated to pay such third party(s) for the off-system capacity. Such charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees and/or facility charges that are assessed by the third party. Such charges shall be set forth as separate items on the monthly invoices rendered to Shipper.
- 27.3 Any off-system capacity acquired by Transporter from a third party and contracted for at the request of a Shipper which is not used by that Shipper or a Replacement Shipper shall be offered to other Shippers on a secondary and interruptible basis, pursuant to Transporter's FERC Gas Tariff and subject to Transporter's currently effective rates, including any applicable Third Party Charges, as such tariff and rates may change from time to time. Transporter will indicate in its posting of any off-system capacity available for service whether any Third Party Charges will apply to the use of such off-system capacity.

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GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM

- 28.1 Purpose. This section sets forth the specific terms and conditions applicable to Transporter's capacity release program.
- 28.2 Applicability. This section is applicable to any Releasing Shipper(s) or any Replacement Shipper(s) who elect to release all or a portion of its firm capacity under Rate Schedule FT. Releasing Shipper(s) shall have the right to release, on a permanent or temporary basis, any portion of its firm capacity rights held under a TSA with Transporter, but only to the extent that the capacity so released is acquired by another Shipper pursuant to this section.
- 28.3 Availability of Released Capacity. Released capacity shall be made available on a non-discriminatory basis and shall be assigned on the basis of an open season or prearrangement in accordance with the procedures of this section and, where appropriate, the applicable NAESB WQO Standards.
- 28.4 Qualification for Participation in the Capacity Release Program. Any party, whether seeking to acquire capacity under bid or a prearranged release, must be pre-qualified by Transporter prior to submitting a bid for released capacity. To be pre-qualified, a Shipper must satisfy the creditworthiness requirements of this Tariff. Notwithstanding such qualification to participate in the capacity release program, Transporter does not guarantee the payment of any outstanding amounts by a Replacement Shipper.
- 28.5 (a) Releases Assigned On the Basis of An Open Season. A Shipper electing to release capacity on the basis of an open season must post notice of release on Transporter's EBB pursuant to Section 28.7 hereof. Such notice shall be posted upon receipt unless Releasing Shipper requests otherwise.
- (b) Releasing Shipper may determine the posting date and length of the open season; however, the minimum posting requirements and duration of open season where the release is subject to special terms and/or conditions, or Releasing Shipper's non-standard bid evaluation criteria (as detailed in Section 28.11(d)(iv)) shall comply with the following schedule:

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GENERAL TERMS AND CONDITIONS
 (Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

Posting Requirements for Releases subject to special terms and/or conditions, or Releasing Shipper's non-standard Bid Evaluation Criteria:

Length of Release	Minimum Duration Open Season (Note 1)	Open Season Commences (Note 2)	Period to Match Offer (If Prearranged)
1 Month or less	1 Business Day	2 Business Days before nominations are due	N/A
More than 1 Month but less than 3 Months	1 Business Day	3 Business Days before nominations are due	1 Business Day
3 Months or more but less than 1 Year	4 Business Days	10 Business Days before nominations are due	2 Business Days
1 Year or more	12 Business Days	24 Business Days before nominations are due	4 Business Days

- NOTES:
- (1) Posting of notices of release (either under an open season or a prearranged release) is subject to review by Transporter for accuracy, completeness, and validity before being posted.
 - (2) If a Releasing Shipper agrees to accept a contingent bid pursuant to Section 28.7(p), the beginning of the open season shall start earlier by one Business Day.

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GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.5 (Continued)

- (c) Pursuant to NAESB WGQ Standard 5.3.1, the following capacity release timeline (NAESB WGQ Timeline) is applicable to all parties involved in the capacity release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the acquiring Shipper has been determined to be creditworthy before the capacity release bid is tendered and 2) there are no special terms or conditions of the release. Furthermore, the release must comply with the Bid Evaluation Methods described in Sections 28.11(d)(i) through (iii), hereof (Note 1):

NAESB WGQ Standard 5.3.2, as modified by FERC Order No. 712:
For biddable releases (one (1) year or less):

- (i) offers should be tendered by 12:00 p.m. on a Business Day;
- (ii) open season ends no later than 1:00 p.m. on a Business Day (evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken);
- (iii) evaluation period ends and award posting if no match required at 2:00 p.m.;
- (iv) match or award is communicated by 2:00 p.m.; match response by 2:30 p.m.; where match required, award posting by 3:00 p.m.;
- (v) contract issued within one Hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

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First Revised Sheet No. 316 First Revised Sheet No. 316
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GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.5 (c) (Continued)

For biddable releases (more than one (1) year):

- (vi) offers should be tendered by 12:00 p.m. four Business Days before award;
- (vii) open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three Business Days);
- (viii) evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- (ix) evaluation period ends and award posting if no match required at 2:00 p.m.;
- (x) match or award is communicated by 2:00 p.m.; match response by 2:30 p.m.; where match required, award posting by 3:00 p.m.;
- (xi) contract issued within one Hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

For non-biddable releases:

- (xii) Timely Cycle
 - 1. posting of prearranged deals not subject to bid are due by 10:30 a.m.;
 - 2. contract issued within one Hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.5 (c) (Continued)

(xiii) Evening Cycle

1. posting of prearranged deals not subject to bid are due by 5:00 p.m.;
2. contract issued within one Hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

(xiv) Intraday 1 Cycle

1. posting of prearranged deals not subject to bid are due by 9:00 a.m.;
2. contract issued within one Hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

(xv) Intraday 2 Cycle

1. posting of prearranged deals not subject to bid are due by 4:00 p.m.;
2. contract issued within one Hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

NOTE: (1) Posting of Notices of Release (either under an open season or a prearranged release) is subject to review by Transporter for accuracy, completeness, and validity before being posted.

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

- 28.6 Prearranged Releases. Shipper electing to release capacity on the basis of a prearranged release must post notice on Transporter's EBB pursuant to Section 28.8 herein.
- (a) No open season is required for a prearranged release which meets all of the terms of the release and is: (1) a release for more than one Year at the maximum reservation rate under the applicable Tariff rate schedule; (2) a release for any period of thirty-one Days or less; (3) a release to an asset manager as defined by FERC regulations at 18 C.F.R. 284.8; or (4) a release to a marketer participating in a state-regulated retail access program as defined by FERC regulations at 18 C.F.R. 284.8. All other prearranged releases shall be subject to an open season requirement contained in Section 28.5 hereof.
 - (b) A Releasing Shipper may not re-release capacity that is a rollover or extension of a release of thirty-one Days or less to the same Replacement Shipper until twenty-eight (28) Days after the first release period has ended. The 28-Day hiatus does not apply to any re-release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding in this Section 28.6.
 - (c) A Shipper electing to release capacity on a prearranged basis not subject to an open season must post the notice of release on Transporter's EBB or submit its notice via an EDI upload utilizing the data sets included in the NAESB WGQ Standards pursuant to the timeline for non-biddable releases in Sections 28.5(c) (xii) - (xv).
 - (d) Any capacity release transactions effectuated during the period between July 30, 2008 and November 21, 2008, shall be grandfathered and shall not be required to comply with the requirement of 18 C.F.R. 284.8(b)(2), that releases with a rate greater than the maximum rate must take effect on or before one year from the date on which the pipeline is notified of the release.
- 28.7 Notice by Shipper Electing to Release Capacity On An Open Season Basis. Any Shipper holding capacity rights subject to this Section 28 who desires to release such firm capacity on an Open Season Basis shall deliver notice via Transporter's EBB which shall contain the following:
- (a) Releasing Shipper's legal name, contract number, and the name of the individual responsible for authorizing the release of capacity;

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Second Revised Sheet No. 319 Second Revised Sheet No. 319

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GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.7 Notice by Shipper Electing to Release Capacity On An Open Season Basis (Contd.)

- (b) The maximum and minimum quantity of firm daily capacity which the Releasing Shipper desires to release, stated in Dth per Day;
- (c) the receipt and delivery point(s) at which the Releasing Shipper will release capacity and the firm capacity to be released at each such point;
- (d) whether capacity will be released on a recallable or a recallable and reputable (returned to the Replacement Shipper) basis (subject to minimum terms and conditions in Section 28.12). Recall and reput terms must be objectively stated, nondiscriminatory, and applicable to all bidders. A Transportation Service Provider should support the ability for the Releasing Shipper to specify, as a condition of a release, whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day (NAESB WGQ Standard 5.3.51).
- (e) the requested effective date and the term of the release (minimum term of release is one Day);
- (f) whether the Releasing Shipper is willing to consider release for a shorter time period than that specified in (e) above, and, if so, the minimum acceptable period of release;
- (g) whether the Releasing Shipper desires bids for the released capacity to be stated in a dollar amount per Dth or as a percentage of Transporter's maximum Reservation Rate as in effect from time to time; in conformance with NAESB WGQ Standard 5.3.26, Releasing Shipper has choice to specify dollars and cents or percents of maximum Tariff rate in the denomination of bids and Transporter shall support this choice. Once the choice is made by the Releasing Shipper, the bids should comport with the choice;
- (h) whether the Releasing Shipper desires to release capacity on a volumetric Reservation Rate Basis, and, if so, the minimum acceptable rate and, if applicable, any minimum volumetric load factor commitment. (Capacity releases made on a volumetric rate basis cannot be re-released by the Replacement Shipper);
- (i) the applicable maximum reservation rate for capacity being released as shown on Transporter's Statement of Rates Sheet;

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GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.7 Notice by Shipper Electing to Release Capacity On An Open Season
Basis (Contd.)

- (j) if Releasing Shipper is willing to consider releasing capacity at less than maximum reservation rate stated in (i) above, and if so, the minimum reservation rate Releasing Shipper is willing to accept;
- (k) For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper shall include the Tariff reservation rate and all reservation surcharges, as a total number or as stated separately (NAESB WGQ Standard 5.3.27).
- (l) whether the Releasing Shipper wants Transporter to market the capacity in accordance with Section 28.17 hereof;
- (m) for releases posted to comply with the NAESB WGQ Timeline as shown in Section 28.5(c) hereof, the Releasing Shipper shall select one of the following bid evaluation methods which are described more fully in Section 28.11(d):
 - (i) Present Value
 - (ii) Highest Rate
 - (iii) Net Revenue
 - (iv) Releasing Shipper's Criteria
- (n) In lieu of the methods described in Section 28.7(m) (i-iii) above, the Releasing Shipper may provide its own nondiscriminatory bid evaluation criteria as stated in Section 28.7(m) (iv); except that Transporter will not accept first bidder meeting minimum acceptable terms of the release as a valid bid evaluation method. However, Transporter is not obligated to comply with the NAESB WGQ Timeline shown in Section 28.5(c), hereof, if the method shown in Section 28.7(m) (iv) is chosen. In that case, Transporter shall apply the timeline for releases subject to special terms and/or conditions, contained in Section 28.5(b).

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.7 Notice by Shipper Electing to Release Capacity On An Open Season Basis (Contd.)

- (o) The time and date the notice is to be posted on Transporter's EBB. Release notice will be posted upon receipt unless otherwise requested by Releasing Shipper (open season dates will be posted by Transporter based on the requirements of Section 28.5 of this Tariff or by the Releasing Shipper, if Releasing Shipper requests a longer open season or an earlier posting than is required in Section 28.5). After the open season has commenced, a Releasing Shipper cannot specify the extension of an open season bid period without posting a new release;
- (p) whether the Releasing Shipper is willing to accept contingent bids;
- (q) Releasing Shipper shall elect one of the following:
 - (i) establish minimum terms of the release and display them on the electronic bulletin board; or
 - (ii) establish minimum terms of the release and keep such terms confidential (i.e., not post them on the electronic bulletin board) but Bidding Shippers will be informed on the EBB that minimums have been established;
 - (iii) establish no minimum terms; Releasing Shipper will accept highest bid received for the release.
- (r) any other applicable conditions of the release.

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.8 Notice by Shipper Electing to Release Capacity on Prearranged Release Basis and Confirmation of Bid by Prearranged Shipper. The Releasing Shipper shall deliver a notice of a prearranged release via Transporter's electronic bulletin board or via an electronic data interchange (EDI) upload of the prearranged deal utilizing the NAESB WGQ Standard data sets. Likewise, the Prearranged Shipper must confirm its bid electronically either interactively on the EBB or via an EDI upload of the confirmation utilizing the NAESB WGQ Standard data sets. The offer upload bidder confirmation and quick response process should support the association of a replacement capacity contract with another contract for balancing or related purposes. The support for this process between parties should be on a mutually agreeable basis (NAESB WGQ Standard 5.3.30). The EBB notice shall set forth the following information:

- (a) all the items contained in Section 28.7 hereof required to define a prearranged release;
- (b) Prearranged Shipper's legal name, address, and the name of the individual responsible for authorizing the bid for the prearranged release;
- (c) the term of the proposed acquisition of capacity by Prearranged Shipper (minimum term of any release is one Day);
- (d) the reservation rate, expressed as a daily rate (dollars and cents) or percentage of the maximum reservation rate, as specified by Releasing Shipper, the Prearranged Shipper has agreed to pay for the released capacity and any minimum volumetric load factor, if applicable. In conformance with NAESB WGQ Standard 5.3.26, Releasing Shipper has the choice to specify dollars and cents or percents of maximum Tariff rate in the denomination of bids and Transporter shall support this. Once the choice is made by the Releasing Shipper, the bids should comport with the choice. If capacity is released on a volumetric Rate basis, it cannot be re-released by the Replacement Shipper;

For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper shall include the Tariff reservation rate and all reservation surcharges, as a total number or stated separately (NAESB WGQ Standard 5.3.27);

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First Revised Sheet No. 323 First Revised Sheet No. 323
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GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.8 Notice by Shipper Electing to Release Capacity on Prearranged Release Basis and Confirmation of Bid by Prearranged Shipper (Contd.)

- (e) the maximum and minimum quantity of firm daily capacity which the Releasing Shipper desires to release, stated in Dth per Day;
- (f) whether or not the Prearranged Shipper is an affiliate of the Releasing Shipper or Transporter;
- (g) whether or not the Prearranged Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8;
- (h) the time and date the notice is to be posted on Transporter's EBB. Release notice will be posted upon receipt unless otherwise requested by Releasing Shipper (open season dates will be posted by Transporter based on the requirements of Section 28.5 of this Tariff, if applicable, or by Releasing Shipper, if Releasing Shipper requests a longer open season than the minimum required in Section 28.5 herein).

Releasing Shipper cannot allow extension of time provided for the Prearranged Shipper to match a higher bid (matching period as described in the timelines in Section 28.5 hereof) without posting a new release;

- (i) any other applicable conditions of the prearranged release.

28.9 Term of Released Capacity. The term of any release of firm capacity shall not exceed the term of the TSA or Replacement Capacity Agreement under which the release occurs, nor shall it be less than one Day.

28.10 Bids for Released Capacity Subject to Open Season. A bid may be submitted to Transporter by a Bidding Shipper at any time during the open season via Transporter's EBB.

- (a) Each bid for released capacity must include the following:
 - (i) Bidding Shipper's legal name and the name of the individual responsible for authorizing the bid;
 - (ii) the term of the proposed acquisition;

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.10 (a) (Continued)

- (iii) the maximum reservation rate, expressed as a daily rate (dollars and cents) or percentage of the maximum reservation rate, as appropriate, or maximum volumetric rate (either dollars or percent, as specified by Releasing Shipper) Bidding Shipper is willing to pay for the released capacity. For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper shall include the Tariff Reservation Rate and all reservation surcharges, as a total number or stated separately (NAESB WGQ Standard 5.3.27);
- (iv) the capacity desired at primary receipt and delivery points;
- (v) for Segmented capacity release requests, the prerequisites and requirements of Section 20.3 must be met.
- (vi) whether or not the Bidding Shipper is an affiliate of the Releasing Shipper or Transporter;
- (vii) for prearranged releases, whether or not the Bidding Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8;
- (viii) any other information requested in the notice of release posted on Transporter's EBB;
- (ix) whether or not the Bidding Shipper will meet all other terms of release (if there are any); and
- (ix) the time and date the bid was submitted to Transporter for posting on Transporter's EBB.

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.10 (Continued)

- (b) All valid and complete bid(s) received by Transporter during the open season as detailed in Section 28.5 hereof shall be posted on Transporter's EBB. The identity of the Bidding Shipper(s) will not be posted, but all other terms of the bid(s) will be posted on Transporter's EBB or will be available via EDI utilizing the NAESB WGQ Standard data sets.
- (c) Except as stated in this Section 28.10(c), a Bidding Shipper may not bid a reservation rate less than the minimum reservation rate nor more than the maximum reservation rate applicable to the appropriate rate schedule nor may the capacity or the term of the release of such bid exceed the maximum quantity or term specified by the Releasing Shipper. No maximum rate limitation applies to a release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Transporter is notified of the release.
- (d) A Bidding Shipper may withdraw its bid any time prior to the expiration of the open season but may not resubmit a bid for the same release at an equal or lower rate. Bids may be withdrawn in writing, interactively via the EBB or via an electronic data interchange (EDI) upload utilizing the NAESB WGQ Standard data set.
- (e) A Bidding Shipper may only have one bid pending for a capacity release transaction at any one time.
- (f) All bids pending at the expiration of the open season shall be binding upon the Bidding Shipper(s). Further, the Bidding Shipper(s) agrees that its bid will constitute a binding agreement if the Bidding Shipper is awarded the released capacity pursuant to this Section 28.
- (g) Bids shall be binding until written or electronic notice of withdrawal is received by Transporter (NAESB WGQ Standard 5.3.13).

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.11 Awarding of Released Capacity. Released capacity shall be awarded in accordance with this section.

- (a) If a Bidding Shipper's bid satisfies all terms and conditions specified in the Releasing Shipper's notice, including the posted reservation rate, then the capacity shall be awarded to such Bidding Shipper, and the Releasing Shipper shall not be permitted to reject such bid. If such bid was submitted in an open season relating to a prearranged release, capacity shall be awarded as described in Section 28.11(h) hereof.
- (b) Offers shall be binding until written or electronic notice of withdrawal is received by Transporter (NAESB WGQ Standard 5.3.14). Releasing Shipper(s) may withdraw their offer of release any time prior to the start of the open season, or during the open season in the event of an unexpected change in Releasing Shipper's need for the capacity being released provided, however, that the Releasing Shipper may not withdraw its offer of release, if bids have been received that meet the minimum terms of the release. The Releasing Shipper may withdraw its offer to release capacity in writing, interactively via the EBB or via an electronic data interchange (EDI) upload utilizing the NAESB WGQ Standard data set. In summary, the Releasing Shipper has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made (NAESB WGQ Standard 5.3.16).
- (c) If more than one bid is received that is equal to or exceeds all the minimum terms and conditions specified in the Releasing Shipper's notice, then the Replacement Shipper(s) shall be the Bidding Shipper(s) who offer(s) the highest bid, based on the bid evaluation methods as posted by the Releasing Shipper in its notice of release. Transporter shall evaluate and rank all bids submitted during the open season. If Bidding Shipper has made a bid based on a contingency and such contingency has not been removed by the date and time specified pursuant to the Timelines as described in Section 28.5 hereof, such bid shall be deemed withdrawn. If bids from two or more Bidding Shippers result in bids of equal value, then the capacity shall be awarded pursuant to Section 28.11(g) hereof.

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GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.11 Awarding of Released Capacity (Contd.)

- (d) Bid Evaluation Methods. All bids received will be evaluated pursuant to one of the following methods:
- (i) Present Value Calculation. Releasing Shipper may elect to have all bids evaluated and ranked pursuant to a Present Value Calculation, as follows:

$$R \times \frac{1 - (1 + i)^{-n}}{i} \times V = \text{present value}$$

where: i = interest rate per Month using the current FERC interest rate defined in Section 154.501(d)(1) of FERC's Regulations.
n = term of the release, in Months
R = the Reservation Charge(s) and Reservation Surcharge(s) bid
V = volume stated in dth

- (ii) Highest Rate. Releasing Shipper may elect to have bids evaluated on the basis of the highest reservation rate bid;
- (iii) Net Revenue. Releasing Shipper may elect to have bids evaluated on the basis of the total reservation rate-based revenues received over the term of the release;

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GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.11 Awarding of Released Capacity (Contd.)

(d) Bid Evaluation Methods (Contd.)

(v) Releasing Shipper's Criteria. Releasing Shipper may at the time of posting of the notice of release specify how bids are to be evaluated to determine which offer is the best. The criteria must be objectively stated, applicable to all potential bidders, and nondiscriminatory. The criteria can contain provisions that allow for weighting of factors such as quantity, term, and rate; however, Transporter will not accept first bidder meeting minimum acceptable terms of the release as a valid bid evaluation methodology. If bid evaluation criteria are provided by the Releasing Shipper, Transporter is not obligated to comply with the NAESB WGQ Timeline as specified in Section 28.5(c), hereof, but will evaluate the bids promptly in conformance with the timeline specified in Section 28.5(b), hereof.

(e) If bid evaluation criteria are provided by the Releasing Shipper, Transporter shall, for each bid received, calculate the total value of each bid received at the end of the open season based on the nondiscriminatory criteria provided by the Releasing Shipper. The results of this calculation shall determine each bid's total value. The bids will then be ranked by Transporter in order from the highest to the lowest total value.

(f) For bids evaluated using any of the first three methods (Sections 28.11(d)(i) through (iii), above), Transporter shall notify the Releasing Shipper and successful bidder no later than 5:00 p.m. CCT on the Business Day before nominations are due (as specified in Section 28.5, hereof) and the capacity shall be awarded to the successful Bidding Shipper(s) (i.e., the Replacement Shipper(s)).

(g) If bids from two or more Bidding Shippers result in bids of the highest equal value, the first bid received of highest equal value will be awarded the capacity. When Transporter makes awards of capacity for which there have been multiple bids meeting minimum conditions, Transporter shall award the bids, best bid first, until all offered capacity is awarded (NAESB WGQ Standard 5.3.4).

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.11 Awarding of Released Capacity (Contd.)

- (h) With respect to a prearranged release, if no better offer (as determined above) is received during an open season or the prearranged offer is for the applicable maximum reservation rate under the applicable rate schedule for a term of more than one year and meets all the other terms of the release, then the Prearranged Shipper shall become the Replacement Shipper for the released capacity. If a better offer is received during the open season, the Prearranged Shipper shall have the time specified in Section 28.5 hereof to match that offer. If the Prearranged Shipper fails to match the better offer, then the Bidding Shipper who presented the better offer, as determined above, shall become the Replacement Shipper.
- (i) A Releasing Shipper shall retain all of the capacity under the executed TSA or Replacement Capacity Agreement that is not acquired by a Replacement Shipper as the result of an open season or a prearranged release.
- (j) If no bids are received which meet or exceed all of the minimum conditions specified by the Releasing Shipper, no capacity shall be awarded.

28.12 Recalls and Reput of Capacity. If capacity is released subject to recall pursuant to Section 28.7(d), in addition to such other terms not inconsistent with this section as are agreed to by the Releasing Shipper and the Replacement Shipper, recall of such capacity shall be subject to the following terms and conditions:

- (a) All Transportation Service Providers ("TSPs") should support the following recall notification periods for all released capacity subject to recall rights: (NAESB WGQ Standard 5.3.44)
 - (1) Timely Recall Notification:
 - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 8:00 a.m. on the Day that Timely Nominations are due;
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the Day that Timely Nominations are due (Central Clock Time);

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.12 (a) (Continued)

- (2) Early Evening Recall Notification:
 - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the Day that Evening Nominations are due;
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the Day that Evening Nominations are due (Central Clock Time);

- (3) Evening Recall Notification
 - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the Day that Evening Nominations are due;
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the Day that Evening Nominations are due (Central Clock Time);

- (4) Intraday 1 Recall Notification:
 - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the Day that Intraday 1 Nominations are due;
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the Day that Intraday 1 Nominations are due (Central Clock Time); and

- (5) Intraday 2 Recall Notification:
 - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 2:30 p.m. on the Day that Intraday 2 Nominations are due;
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the Day that Intraday 2 Nominations are due (Central Clock Time).

Effective Date: 09/01/2005 Status: Effective
FERC Docket: RP05-446-000

First Revised Sheet No. 331 First Revised Sheet No. 331 : Effective
Superseding: Original Sheet No. 331

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.12 Recalls and Reput of Capacity (Contd.)

- (b) For recall notification provided to the Transportation Service Provider ("TSP") prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one Hour after receipt of such recall notification.

For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. (Central Clock Time) (NAESB WGQ Standard 5.3.45)

- (c) Releasing Shipper's recall and reput notices must be submitted using Transporter's on-line capacity release system.
- (d) The recall notice must detail receipt and delivery point(s) and quantities being recalled. The notification may also state the length of the recall period and will also state the conditions of any reput rights of the Releasing Shipper and reput obligations of the Replacement Shipper as may have been negotiated at the time of the release (see Section 28.7(d), hereof). Unless otherwise agreed to by the Releasing Shipper and the Replacement Shipper, and Transporter is so advised, the Replacement Shipper will regain the capacity at the end of the recall period.
- (e) In the event of an intraday capacity recall, the Transportation Service Provider ("TSP") should determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity ("EPC"). Variations to the use of EPC may be necessary to reflect the nature of the TSP's tariff, services and/or operational characteristics. (NAESB WGQ Standard 5.3.56)

Effective Date: 09/01/2005 Status: Effective
FERC Docket: RP05-446-000

First Revised Sheet No. 332 First Revised Sheet No. 332 : Effective
Superseding: Original Sheet No. 332

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.12 Recalls and Reput of Capacity (Contd.)

- (f) If the length of the recall period is not specified in (c) above, or unless otherwise agreed between Releasing Shipper, Replacement Shipper, and Transporter, the Releasing Shipper must notify Transporter and Replacement Shipper of its intent to reput the capacity back to the Replacement Shipper. The deadline for notifying the Transportation Service Provider of a reput is 8:00 a.m. to allow for timely nominations to flow on the next gas day (NAESB WGQ Standard 5.3.54).
- (g) In the event of a reput after a recall period, the Releasing Shipper may not reput capacity at point(s) other than those originally released. When capacity is recalled, it may not be reput for the same gas Day (NAESB WGQ Standard 5.3.53). Unless otherwise agreed to in the terms of the release and Transporter is advised of such condition, the Releasing Shipper may permanently retain capacity at certain Primary Points originally released.
- (h) Transporter shall not assess penalties during non-critical periods on transactions related to quantities recalled during an intraday scheduling cycle.

28.13 Execution of Agreements or Amendments

- (a) The successful bidder (or successful Prearranged Shipper) for capacity shall become the Replacement Shipper and its bid for capacity or posting of prearranged release pursuant to Sections 28.8 and 28.10 shall be binding. The bid submitted by the Replacement Shipper as supplemented by the posting of the notice of capacity release on Transporter's EBB shall constitute the Replacement Capacity Agreement.

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.13 (a) (Continued)

The Replacement Shipper(s) will gain rights to nominate firm capacity consistent with the capacity acquired from the Releasing Shipper, and for the term as agreed to by the Releasing Shipper and subject to all other terms of the underlying Agreement and Sections 28.7 and 28.8 herein. The Releasing Shipper(s) will relinquish its firm entitlement rights to nominate consistent with the same terms. Replacement Shipper(s) are not permitted to change Primary Receipt or Delivery Point(s) under the Releasing Shipper's Agreement unless the release is permanent and at maximum rates. Replacement Shippers are, however, allowed to make nominations at Secondary Points subject to the same conditions as the underlying agreements, including paying the maximum applicable reservation rate under the applicable Rate Schedule unless a discount is agreed to by Transporter.

- (b) Where capacity has been released for the entire remaining term of the Releasing Shipper's TSA, the Releasing Shipper may request Transporter to amend its TSA to reflect the release of capacity. The Releasing Shipper shall remain bound by and liable for payment of the reservation charge under the TSA unless the Replacement Shipper is paying the maximum reservation rate for the entire contract term, provided that any requisite consent(s) are obtained from applicable financial institution(s).

28.14 Notice of Completed Transactions. Within 48 Hours after the transaction commences, pursuant to Section 28.11, Transporter shall post a Notice of Completed Transaction on its electronic bulletin board for a minimum period of five Business Days. The notice shall include the following information regarding each transaction:

- (a) the name(s) of the Releasing Shipper and the Replacement Shipper (or Prearranged Shipper);
- (b) term of release;
- (c) reservation rate as bid;

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FERC Docket: RP09-300-000

First Revised Sheet No. 334 First Revised Sheet No. 334
Superseding: Original Sheet No. 334

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.14 (Continued)

- (d) delivery point(s);
- (e) receipt point(s);
- (f) capacity (Dth);
- (g) present value of winning bid(s), if such method for bid evaluation was utilized;
- (h) whether the capacity is recallable and reputtable and, if so, recall and reput terms; and
- (i) whether or not the Replacement Shipper is an affiliate of the Releasing Shipper or Transporter;
- (j) whether or not the Replacement Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8.
- (k) Service may begin on the initial date of the term of the release if nominations are made timely to Transporter and are in accordance with this Tariff.

28.15 Effective Date of Release and Acquisition. The effective date of the release by a Releasing Shipper and acquisition by a Replacement Shipper shall be on the date so designated in the Replacement Capacity Agreement (posted term effective date).

28.16 Rates

- (a) The reservation rate for any released firm capacity under Rate Schedule FT shall be the reservation rate bid by the Replacement Shipper. Such reservation rate and reservation surcharge(s) shall not be less than Transporter's minimum or more than Transporter's maximum reservation rate and reservation surcharge(s) under the applicable rate schedule as in effect from time to time, except as noted in Section 28.10(c) of the GT&C. For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper shall include the tariff reservation rate and all reservation surcharges, as a total number or as stated separately (NAESB WGQ Standard 5.3.27).

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.16 Rates (Contd.)

(b) Replacement Shipper shall pay the applicable maximum commodity rate in addition to all other applicable charges and surcharge(s) for the service rendered unless otherwise agreed by Transporter. In the event that the Releasing Shipper has agreed to a negotiated rate pursuant to Section 29, the Replacement Shipper shall pay the commodity charge(s) applicable to the Releasing Shipper's contract.

(c) For releases based on a volumetric reservation rate, the minimum and maximum rates shall be computed by converting the reservation rate to a daily rate by multiplying the maximum and minimum reservation rate by 12 Months and dividing that product by 365 Days or 366 Days as appropriate.

28.17 Marketing Fee. A Releasing Shipper may request that Transporter actively market the capacity to be released. In such event, the Releasing Shipper and Transporter shall negotiate the terms of the marketing service to be provided by Transporter and the marketing fee to be charged therefore.

28.18 Billing. Transporter will bill the Replacement Shipper the reservation charge and any applicable surcharges specified in the Replacement Capacity Agreement, and the Replacement Shipper shall pay these amounts directly to Transporter. The Releasing Shipper shall be billed the reservation charge and any associated surcharges pursuant to its contract, and, concurrently, Transporter will credit said bill by the reservation charge and applicable surcharge(s) due from the Replacement Shipper. The Releasing Shipper shall also be billed a negotiated marketing fee, if applicable, pursuant to the provisions of Section 28.17 herein. A Replacement Shipper who re-releases acquired capacity shall also pay Transporter's marketing fee, if applicable.

Transporter separately maintains gas flows of Releasing and Replacement Shippers and will directly bill the appropriate Shipper for any overrun and imbalance charges, if applicable. Replacement Shipper shall pay the applicable Tariff maximum commodity rate for service rendered unless otherwise agreed by Transporter.

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.18 Billing (Continued)

If a Replacement Shipper fails to make payment to Transporter of the reservation charge and any applicable reservation surcharge(s) due as set forth in Section 6, Transporter shall invoice Releasing Shipper the unpaid (1) reservation rates, (2) surcharges to the reservation rate, (3) other reservation-type charges, and (4) interest charges and late fees associated with such amounts. In addition, the Releasing Shipper may terminate the release of capacity to the Replacement Shipper if such Shipper fails to pay all of the amount of any bill for service under the Replacement Agreement when such amount is due.

28.19 Compliance by Replacement Shipper. By acquiring released capacity, a Replacement Shipper agrees that it will comply with the terms and conditions of Transporter's certificate of public convenience and necessity authorizing this Capacity Release Program and all applicable Commission orders and regulations. Such Replacement Shipper also agrees to be responsible to Transporter for compliance with all terms and conditions of Transporter's Tariff, as well as the terms and conditions of the Replacement Capacity Agreement.

28.20 Obligations of Releasing Shipper. The Releasing Shipper shall continue to be liable and responsible for all reservation charge(s) associated with the released capacity derived from the reservation charge specified in the Releasing Shipper's TSA or Replacement Capacity Agreement. Re-releases by a Replacement Shipper shall not relieve the original or any subsequent Releasing Shipper of its obligations under this section.

28.21 Refunds. In the event that the Commission orders refunds of any rates charged by Transporter, Transporter shall provide refunds to Releasing Shippers to the extent that such Shippers have paid a rate in excess of Transporter's just and reasonable, applicable maximum rates. Releasing Shipper will bear the responsibility for providing refunds to the appropriate Replacement Shippers.

GENERAL TERMS AND CONDITIONS
(Continued)

28. CAPACITY RELEASE PROGRAM (Contd.)

28.22 Right to Terminate a Temporary Capacity Release

- (a) Using the notice procedures of Section 6.6 of the General Terms and Conditions, Transporter may elect to terminate a Replacement Capacity Agreement upon 30 Days written notice to the Replacement Shipper, and to FERC, under the following conditions.
 - (1) Transporter has or will terminate the Releasing Shipper's service pursuant to (i) the Termination of Service provisions of Section 6.6 the General Terms and Conditions or (ii) the Creditworthiness requirements of Section 25 of the General Terms and Conditions; and
 - (2) The rate stated in the Replacement Capacity Agreement is less than the rate for service under the TSA with the Releasing Shipper.
- (b) A creditworthy Replacement Shipper may continue an existing Replacement Capacity Agreement by notifying Transporter prior to the end of the 30-Day notice period that it agrees to pay a rate that is the lesser of:
 - (1) the applicable maximum rate; or
 - (2) the same rate as is in the TSA between Transporter and the Releasing Shipper; or
 - (3) a mutually agreed upon rate.

28.23 Segmented Releases. Shipper may also release capacity using the Segmentation provisions of Section 20.3 under the following conditions.

- (a) The Segmented release must be within the Primary Receipt-to-Delivery Flow path.
- (b) The quantity released does not exceed the MDQ entitlements for that Segment.

Effective Date: 12/01/2004 Status: Effective

FERC Docket: CP03-302-004

Sheet Nos. 338 - 340 Sheet Nos. 338 - 340 : Effective

Reserved Sheet

Original Sheet Nos. 338 through 340 have been reserved.

Effective Date: 07/26/2010 Status: Effective

FERC Docket: RP10-876-000

Sheet Nos. 341 - 343 Sheet Nos. 341 - 343

Reserved Sheet

Sheet Nos. 341 through 343 have been reserved.

GENERAL TERMS AND CONDITIONS
(Continued)

29. NEGOTIATED RATE AUTHORITY (Contd.)

- 29.3 Accounting for Costs and Revenues. Transporter will maintain accounting records so that revenues can be tracked to each negotiated rate transaction
- 29.4 Subject to the limitations set forth below, Transporter may seek to include negotiated rates in a discount-type adjustment to the level of Transporter's recourse rates in general rate changes initiated by Transporter under Section 4 of the Natural Gas Act and rate changes initiated by others under Section 5 of the Natural Gas Act. Transporter may seek to include negotiated rates in such recourse rate adjustment whenever the rate for service is below the posted maximum rate for service under the applicable rate schedule for all or part of the 12-Month base period and/or the nine Month adjustment period for such rate change proceeding. However, if the negotiated rate TSA(s) was/were not in effect during the base period, such discount may still be requested in the recourse rate adjustment when the rate for service under the negotiated rate TSA is projected to be in effect with rates below the otherwise applicable maximum recourse rate as of the end of the 9-Month adjustment period applicable to such rate proceeding.
- 29.5 A discount adjustment to recourse rates shall only be allowed to the extent that Transporter can meet the standards required of an affiliate discount-type adjustment including requiring that the Transporter shall have the burden of proving that any discount granted is required to meet competition.
- 29.6 Transporter shall be required to demonstrate that any discount-type adjustment does not have an adverse impact on recourse rate Shippers.
- (a) Demonstrating that, in the absence of Transporter's entering into such negotiated rate TSA providing for such discount, Transporter would not have been able to contract for such capacity at any higher rate, and that recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or
 - (b) Making another comparable showing that the negotiated rate discount contributes more fixed costs to the system than could have been achieved without the discount.

Effective Date: 12/01/2004 Status: Effective

FERC Docket: CP03-302-004

Original Sheet No. 343 Original Sheet No. 343 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

29. NEGOTIATED RATE AUTHORITY (Continued)

- 29.7 Transporter may also seek to include in a discount-type adjustment negotiated rate TSA that were converted from pre-existing discounted Part 284 agreements to negotiated rate TSAs.
- 29.8 This provision does not allow Transporter and Shipper to negotiate terms and conditions of service.

Effective Date: 12/01/2004 Status: Effective

FERC Docket: CP03-302-004

Sheet Nos. 344 - 345 Sheet Nos. 344 - 345 : Effective

Reserved Sheet

Original Sheet Nos. 344 and 345 have been reserved.

Effective Date: 07/26/2010 Status: Effective

FERC Docket: RP10-876-000

Sheet Nos. 346 - 348 Sheet Nos. 346 - 348

Sheet Reserved

Sheet Nos. 346 through 348 have been reserved.

GENERAL TERMS AND CONDITIONS
(Continued)

31. DISCOUNTING

31.1 In the event that Transporter agrees to discount its rate to Shipper below Transporter's maximum rate under Transporter's FT, IT and SS Rate Schedules, the following discount terms may be reflected on the applicable service agreements and will apply without the discount constituting a material deviation from Transporter's Form of Service Agreement; provided, however, that any such discounted rates set forth below shall be between the minimum and maximum rates applicable to the service provided under the applicable rate schedule. Transporter and Shipper may agree that a specified discounted rate will apply under the following conditions:

- (a) to specified quantities under the TSA or related scheduled overrun transportation;
- (b) to specified quantities achieving or not exceeding a certain level;
- (c) in a specified relationship to quantities actually transported;
- (d) to specified quantities during specified periods of time or during specified periods of the year;
- (e) to specified quantities at specific receipt or delivery points or other geographical locations;
- (f) to production reserves committed by the Shipper; and/or
- (g) that a specific discounted rate is based on published index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points (such discounted rate may be based upon the differential between published prices or arrived at by formula). Any agreement containing such discounted rate shall specify the rate component(s) to be discounted (i.e., reservation charge or usage charge or both) and any formula will provide a reservation rate per unit of contract demand (Maximum Daily Quantity). To the extent the firm reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per dth. Furthermore, such discount shall not change the underlying rate design of the service being provided or include any minimum bill or minimum take provision that would have the effect of guaranteeing revenue.

GENERAL TERMS AND CONDITIONS
(Continued)

31. DISCOUNTING (Continued)

In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate or is less than the applicable minimum rate due to a change in Transporter's maximum (minimum) rates so that such rate component must be adjusted downward (upward) to equal the new applicable maximum (minimum) rate, then other rate components may be adjusted upward (downward) to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate or are less than the minimum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sheets. Nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

32. FEDERAL ENERGY REGULATORY COMMISSION ANNUAL CHARGE ADJUSTMENT PROVISION

- 32.1 The purpose of this Section is to establish an Annual Charge Adjustment (ACA) provision under which Transporter can recover annual charges assessed to it by the Commission pursuant to Part 382 of the Commission's Regulations.
- 32.2 All amounts assessed shall be recorded in Account No. 928. Transporter will not seek to recover the ACA assessed to it pursuant to Part 382 of the Commission's Regulations in an NGA Section 4 rate case.
- 32.3 Filing Procedure. The initial ACA or any subsequent changes in such assessment charge shall be filed by Transporter at least 30 days prior to the proposed effective Date unless, for good cause shown, lesser periods are allowed by Commission Order.

The proposed effective date of filings shall be October 1 of each calendar year.

Effective Date: 07/26/2010 Status: Effective

FERC Docket: RP10-876-000

Sheet Nos. 349 - 398 Sheet Nos. 349 - 398

Reserved for future use.

Effective Date: 07/26/2010 Status: Effective

FERC Docket: RP10-876-000

Original Sheet No. 399 Original Sheet No. 399

FORMS OF SERVICE AGREEMENTS

Preliminary Statement

Pursuant to Transporter's "Tariff Re-Organization" filing in Docket No. RP10-___; and subsequent filing pursuant to the electronic tariff requirements of Docket No. RM01-5, the pro forma service agreements contained in this Tariff are modified to reflect revised GT&C section references. (See below for the new section references.) As such, the currently Executed TSAs shall remain in effect and shall not be rendered non-conforming due to these modified references.

Former Section Reference
Section 31

Current Section Reference
Section 4.11

Effective Date: 12/01/2004 Status: Effective

FERC Docket: CP03-302-004

Original Sheet No. 400 Original Sheet No. 400 : Effective

TRANSPORTATION SERVICE AGREEMENT - FIRM

RATE SCHEDULE FT

between

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.

and

DATED: _____

Effective Date: 07/26/2010 Status: Effective
FERC Docket: RP10-876-000

Third Revised Sheet No. 401 Third Revised Sheet No. 401
Superseding: Second Revised Sheet No. 401

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT
DATED:

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff: Transporter's FERC Gas Tariff Original Volume No. 1, as the same may be amended or superseded from time to time ("the Tariff").
4. Incorporation by Reference: This Agreement in all respects shall be subject to the provisions of Rate Schedule FT and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. Transportation Service: Transportation Service at and between Primary Receipt Point(s) and Primary Delivery Point(s) shall be on a firm basis. Receipt and Delivery of quantities at Secondary Receipt Point(s) and/or Secondary Delivery Point(s) shall be in accordance with the Tariff.

Receipt and Delivery Points: Shipper agrees to tender gas for transportation service and Transporter agrees to accept receipt quantities at the Primary Receipt Point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver gas to Shipper (or for Shipper's account) at the Primary Delivery Point(s) identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.

6. Rates and Surcharges: As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT and Section 4.11 of the General Terms and Conditions. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
7. Negotiated Rate Agreement: Yes _____ No _____
8. Term of Agreement: Beginning: (specific date or triggering event)
Extending through: _____

This Agreement shall continue in full force and effect year to year thereafter unless terminated by written notice from one Party to the other upon 365 Days written notice. (Use only when applicable.)

Effective Date: 07/26/2010 Status: Effective
FERC Docket: RP10-876-000

Fourth Revised Sheet No. 402 Fourth Revised Sheet No. 402
Superseding: Third Revised Sheet No. 402

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT
DATED:

9. A (regulatory or contractual) right of first refusal, pursuant to Section 4, (shall or shall not) apply to this Agreement.
(Insert as applicable)

10. Effect on Prior Agreement:
When this Agreement becomes effective, it shall (supersede and cancel - or- amend and restate) the following agreement between the Parties:

11. Maximum Delivery Quantity ("MDQ")

MDQ (Dth/d)	Effective Date
-----	-----
-----	-----
-----	-----
Total:	-----

12. Notices, Statements, and Bills:

To Shipper:
Invoices for Transportation:

Attn: _____

All Notices: _____

Attn: _____

To Transporter:

See Points of Contact sheet in the Tariff.

13. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

Effective Date: 06/22/2006 Status: Effective
FERC Docket: RP06-366-000

First Revised Sheet No. 403 First Revised Sheet No. 403 : Effective
Superseding: Original Sheet No. 403

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT
DATED:

14. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
15. Construction of Facilities: The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Transporter's obligations under this Agreement are subject to: (i) the receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion; (ii) the approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities;
and (iii) _____.

(Use if service involves the construction of facilities.)

Effective Date: 11/09/2009 Status: Effective
FERC Docket: RP10-35-000

First Revised Sheet No. 404 First Revised Sheet No. 404
Superseding: Original Sheet No. 404

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT
(CONTINUED)

IN WITNESS WHEREOF, the Parties have executed this Agreement
electronically or in writing.

TRANSPORTER:

CHEYENNE PLAINS GAS PIPELINE
COMPANY, L.L.C.

SHIPPER:

By _____

By _____

(Print or type name)

(Print or type title)

Effective Date: 07/26/2010 Status: Effective
FERC Docket: RP10-876-000

First Revised Sheet No. 405 First Revised Sheet No. 405
Superseding: Original Sheet No. 405

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT
(CONTINUED)

EXHIBIT A

to

FORM OF TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C. (Transporter)
and

_____ (Shipper)
DATED: _____

Shipper's Maximum Delivery Quantity ("MDQ"): See Paragraph 11

Primary Receipt Point(s) (Note 1)	Effective Dates	Primary Receipt Point Quantity (Dth per Day) (Note 2)	Minimum Pressure p.s.i.g.	Maximum Pressure p.s.i.g.
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Primary Delivery Point(s) (Note 1)	Effective Dates	Primary Delivery Point Quantity (Dth per Day) (Note 3)	Minimum Pressure p.s.i.g.	Maximum Pressure p.s.i.g.
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Effective Date: 12/01/2004 Status: Effective
FERC Docket: CP03-302-004

Original Sheet No. 406 Original Sheet No. 406 : Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT
(CONTINUED)

EXHIBIT A

Notes:

- (1) Information regarding Receipt and Delivery Point(s), including legal descriptions, measuring parties, and interconnecting parties, shall be posted on Transporter's Electronic Bulletin Board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Receipt point Quantity may be increased by an amount equal to Transporter's Fuel Reimbursement percentage. Shipper shall be responsible for providing such Fuel Reimbursement at each receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.
- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.

Effective Date: 01/22/2005 Status: Effective
FERC Docket: RP05-136-000

First Revised Sheet No. 407 First Revised Sheet No. 407 : Effective
Superseding: Original Sheet No. 407

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT
(CONTINUED)

EXHIBIT B

to

TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C. (Transporter)
and

_____ (Shipper)
DATED: _____

Primary Receipt Point(s)	Primary Delivery Point(s)	Reser- vation Rate	Commodity Rate	Term of Rate	Fuel (Note 1)	Sur- charges (Note 2)
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Secondary Receipt Point(s)	Secondary Delivery Point(s)	Reser- vation Rate	Commodity Rate	Term of Rate	Fuel (Note 1)	Sur- charges (Note 2)
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Effective Date: 12/01/2004 Status: Effective

FERC Docket: CP03-302-004

Original Sheet No. 408 Original Sheet No. 408 : Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT
(CONTINUED)

EXHIBIT B

NOTES:

- (1) Fuel Reimbursement shall be as stated on Transporter's Statement of Rates sheet in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (2) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates sheet, as they may be changed from time to time, unless otherwise agreed to by the Parties.

Effective Date: 12/01/2004 Status: Effective

FERC Docket: CP03-302-004

Sheet Nos. 409 - 419 Sheet Nos. 409 - 419 : Effective

Reserved Sheets

Original Sheet Nos. 409 through 419 have been reserved.

Effective Date: 12/01/2004 Status: Effective

FERC Docket: CP03-302-004

Original Sheet No. 420 Original Sheet No. 420 : Effective

TRANSPORTATION SERVICE AGREEMENT - INTERRUPTIBLE

RATE SCHEDULE IT

between

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.

and

DATED: _____

Effective Date: 07/26/2010 Status: Effective
FERC Docket: RP10-876-000

Second Revised Sheet No. 421 Second Revised Sheet No. 421
Superseding: First Revised Sheet No. 421

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IT
DATED:

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
2. Shipper: _____
3. Applicable Tariff: Transporter's FERC Gas Tariff Original Volume No. 1, as the same may be amended or superseded from time to time ("the Tariff").
4. Incorporation by Reference: This agreement in all respects shall be subject to the provisions of Rate Schedule IT and to the applicable provisions of the General Terms and Conditions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time.
5. Transportation Service: Transportation Service at and between Receipt Point(s) and Delivery Point(s) shall be on an interruptible basis.
6. Receipt and Delivery Points: Systemwide

All Receipt and Delivery Point(s) included on Transporter's master list of Receipt and Delivery Point(s) as posted on its electronic bulletin board.

For each Receipt and Delivery Point, data posted shall include a description of the legal location, pressure information, the identity of the interconnected party and the measuring party, and such other data as Transporter may include from time to time. Transporter's master list of Receipt and Delivery Point(s) shall be updated from time to time to add or delete Receipt or Delivery Point(s) and to modify data pertinent to Receipt and Delivery Point(s), all as deemed appropriate by Transporter.

7. Rates and Surcharges: As set forth in Exhibit A. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule IT and Section 4.11 of the General Terms and Conditions. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. Negotiated Rate Agreement: Yes _____ No _____

Effective Date: 07/26/2010 Status: Effective
FERC Docket: RP10-876-000

Second Revised Sheet No. 422 Second Revised Sheet No. 422
Superseding: First Revised Sheet No. 422

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IT
DATED:

9. Term of Agreement: Beginning: _____
Extending through: _____

_____ Month to Month with 30-Day written notification by either party.

10. Supersedes and cancels prior Agreement: _____.

11. Notices, Statements, and Bills:

To Shipper:
Invoices for Transportation:

Attn: _____

All Notices: _____

Attn: _____

To Transporter:

See Points of Contact sheet in the Tariff.

12. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

13. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

Effective Date: 11/09/2009 Status: Effective
FERC Docket: RP10-35-000

First Revised Sheet No. 423 First Revised Sheet No. 423
Superseding: Original Sheet No. 423

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IT
(CONTINUED)

IN WITNESS WHEREOF, the Parties have executed this Agreement
electronically or in writing.

TRANSPORTER:

CHEYENNE PLAINS GAS PIPELINE
COMPANY, L.L.C.

SHIPPER:

By _____

By _____

(Print or type name)

(Print or type title)

Effective Date: 07/26/2010 Status: Effective
FERC Docket: RP10-876-000

Third Revised Sheet No. 424 Third Revised Sheet No. 424
Superseding: Second Revised Sheet No. 424

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IT
(CONTINUED)

EXHIBIT A

to

TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE IT

between

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C. (Transporter)
and

(Shipper)

DATED: _____

Receipt Point(s)	Delivery Point(s)	Commodity Rate (Note 1)	Term of Rate	Fuel (Note 2)	Surcharges (Note 3)
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NOTES:

- (1) Unless otherwise agreed by the Parties, the Commodity Rate for service shall be Transporter's then-effective maximum rate for service under Rate Schedule IT, or other superseding Rate Schedule, as such rates may be changed from time to time. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.11 of the Tariff.
- (2) Fuel Reimbursement shall be as stated on Transporter's Statement of Rates sheet in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties.
- (3) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates sheet in the Tariff, as they may be changed from time to time, unless otherwise agreed to by the parties.

Effective Date: 01/22/2005 Status: Effective

FERC Docket: RP05-136-000

First Revised Sheet No. 425 First Revised Sheet No. 425 : Effective
Superseding: Original Sheet No. 425

Reserved for future use.

Effective Date: 12/01/2004 Status: Effective

FERC Docket: CP03-302-004

Sheet Nos. 426 - 439 Sheet Nos. 426 - 439 : Effective

Reserved Sheets

Original Sheet Nos. 426 through 439 have been reserved.

Effective Date: 12/01/2004 Status: Effective

FERC Docket: CP03-302-004

Original Sheet No. 440 Original Sheet No. 440 : Effective

TRANSPORTATION SERVICE AGREEMENT - INTERRUPTIBLE

RATE SCHEDULE SS

between

CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.

and

DATED: _____

Effective Date: 07/26/2010 Status: Effective
FERC Docket: RP10-876-000

First Revised Sheet No. 441 First Revised Sheet No. 441
Superseding: Original Sheet No. 441

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE SS
DATED:

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
2. Operator: _____
3. Applicable Tariff: Transporter's FERC Gas Tariff Original Volume No. 1, as the same may be amended or superseded from time to time ("Tariff").
4. Point(s) of Delivery:
5. Rates and Charges: Each Month, Operator shall pay Transporter for the Swing Service provided hereunder at rates set forth in Exhibit "A" which is incorporated herein by reference.
6. Term of Agreement: Beginning: _____
Extending through: _____

Month to Month with 30-Day written notification of termination by either Party

7. This Agreement supersedes and cancels: _____
8. Notices, Statements and Bills:

To Operator: _____

Attn.: _____

Invoices:

All Notices: _____

Attn.: _____

To Transporter:

See Points of Contact sheet in the Tariff.

Effective Date: 11/09/2009 Status: Effective
FERC Docket: RP10-35-000

First Revised Sheet No. 442 First Revised Sheet No. 442
Superseding: Original Sheet No. 442

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE SS
DATED:

- 9. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 10. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
- 11. Other: (This section to be utilized when necessary to specify other operating provisions).

IN WITNESS WHEREOF, the Parties have executed this Agreement electronically or in writing.

TRANSPORTER:

CHEYENNE PLAINS GAS PIPELINE
COMPANY, L.L.C.

By _____

OPERATOR:

By _____

(Print or type name)

(Print or type title)

Effective Date: 11/09/2009 Status: Effective
FERC Docket: RP10-35-000

First Revised Sheet No. 443 First Revised Sheet No. 443
Superseding: Original Sheet No. 443

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE SS
DATED:

EXHIBIT "A"
to
SWING SERVICE AGREEMENT
between
CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C. (Transporter)
and
_____ (Operator)
DATED: _____

Point (s) Of Delivery -----	Commodity Rate -----	Term of Rate -----
	(Note 1)	

NOTES: (1) Unless otherwise agreed by the Parties, the Commodity Rate for service shall be Transporter's then-effective maximum rate for service under Rate Schedule SS, or other superseding Rate Schedule, as such rates may be changed from time to time.

Effective Date: 12/01/2004 Status: Effective

FERC Docket: CP03-302-004

Sheet Nos. 444 - 499 Sheet Nos. 444 - 499 : Effective

Reserved Sheets

Original Sheet Nos. 444 through 499 have been reserved.

