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Original Sheet No. 0 Questar Overthrust Pipeline Company: Second Revised Volume No. 1-A
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FERC GAS TARIFF
SECOND REVISED VOLUME NO. 1-A
(SUPERSEDING FIRST REVISED VOLUME NO. 1-A)
of
OVERTHRUST PIPELINE COMPANY
filed with the
FEDERAL ENERGY REGULATORY COMMISSION

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Third Revised Sheet No. 1 Third Revised Sheet No. 1

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PRELIMINARY STATEMENT

Questar Overthrust Pipeline Company (Overthrust) is a natural-gas company engaged in the business of transporting natural gas in the State of Wyoming.

This Federal Energy Regulatory Commission Gas Tariff, Second Revised Volume No. 1-A, includes firm transportation Rate Schedule FT, interruptible transportation Rate Schedule IT, forms of service agreements and amendments for service provided under Rate Schedules FT and IT and General Terms and Conditions applicable to transportation service provided by Questar Overthrust Pipeline Company pursuant to 18 C.F.R. Part 284, Subparts B and G.

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MAP

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Fourth Revised Sheet No. 4 Fourth Revised Sheet No. 4
 Superseding: Third Revised Sheet No. 4

STATEMENT OF RATES

Rate Schedule/ Type of Charge	\$/Dth
Systemwide Reservation Charge	
Maximum 6/	\$2.16400
Minimum	\$0.00000
Wamsutter Expansion Reservation Charge	
Maximum 6/	\$3.44091
Minimum	\$0.00000
Systemwide Usage Charge	\$0.00000
Wamsutter Expansion Usage Charge	\$0.00100
Systemwide Authorized Oerrun Charge	
Maximum	\$0.07120
Minimum	\$0.00000
Wamsutter Expansion Authorized Oerrun Charge	
Maximum	\$0.11413
Minimum	\$0.00100
Systemwide Unauthorized Oerrun Charge 4/	
Critical	\$10.00000
Non-Critical	\$0.07120
Wamsutter Expansion Unauthorized Oerrun Charge 4/	
Critical	\$10.00000
Non-Critical	\$0.11413
Rate Schedule IT	
Usage Charge	
Maximum	\$0.07120
Minimum	\$0.00000
Unauthorized Oerrun Charge 4/	
Critical	\$10.00000
Non-Critical	\$0.07120
Optional Volumetric Releases 1/	
Systemwide Firm transportation - FT	
Maximum 6/	\$0.07120
Minimum	\$0.00000
Systemwide Usage Charges applicable to volumetric releases 5/	
Maximum	\$0.00000
Minimum	\$0.00000
Wamsutter Expansion Firm transportation - FT	
Maximum 6/	\$0.11313
Minimum	\$0.00000
Wamsutter Expansion Usage Charges applicable to volumetric releases 5/	
Maximum	\$0.00100
Minimum	\$0.00100

Gas Used, Lost, Gained or Unaccounted-for Gas will be assessed pursuant to Section 35 of the General Terms and Conditions and as posted in the Informational Postings section of Overthrust's web site.

Other Charges

Marketing Fee: As negotiated between Overthrust and shipper when Overthrust actively markets shipper's released capacity.

Request for Firm Service Fee: 2/
 Imbalance Charge: 3/

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Second Revised Sheet No. 5 Second Revised Sheet No. 5
Superseding: First Revised Sheet No. 5

Footnotes

1/ Released capacity may be sold at a volumetric rate. Shippers releasing capacity on a volumetric basis may not specify a rate above the maximum rate stated on this Statement of Rates, except for short-term capacity releases for a term of one year or less that are not subject to the maximum rate, and must notify Overthrust of the criteria by which bids are to be evaluated.

2/ Refer to § 7 of the General Terms and Conditions.

3/ Refer to § 16 of the General Terms and Conditions.

4/ If on any day Shipper exceeds its RDC without Overthrust's consent, an evaluation will be made as to whether it is a critical or non-critical event, i.e., whether or not the overrun caused operational problems. Shipper shall then pay the indicated rate for the unauthorized overrun service. Any associated revenue, above administrative costs, will be credited to all non-offending shippers.

5/ Usage charges are applicable to transportation services that are released at a volumetric rate.

6/ Short-term capacity releases for a term of one year or less are not subject to the maximum rate.

NOTE: The monthly rates stated on Overthrust's Statement of Rates may be converted to a daily rate by multiplying the monthly base tariff rate times the number of months in the rate period and dividing the result by the number of days in the rate period. The result is rounded to the fifth decimal place.

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Fifth Revised Sheet No. 6 Fifth Revised Sheet No. 6
Superseding: First Revised Fourth Revised Sheet No. 6

Non-Conforming Transportation Service Agreements
Pursuant to § 154.112(b)

Name of Shipper/Contract No.	Rate Schedule	Agreement Date	Effective Date
Wyoming Interstate Co., LTD #3719	FT	10-10-07	1-1-08
Wyoming Interstate Co., LTD #3808	FT	3-30-07	1-1-08
Wyoming Interstate Co., LTD #3962	FT	2-22-08	4-1-08
Wyoming Interstate Co., LTD #4227	FT	7-1-09	7-1-09
Wyoming Interstate Co., LTD #4228	FT	7-1-09	7-1-09
Wyoming Interstate Co., LTD #4229	FT	7-1-09	7-1-09

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First Revised Sheet No. 7 First Revised Sheet No. 7
 Superseding: Original Sheet No. 7

STATEMENT OF NEGOTIATED RATES
 (Rates per Dth/d)

Shipper/Rate Schedule Primary Rec. Identification Point(s) 1/	Primary Del. Point(s) 1/	Negotiated-Rate Term	Quantity	Reservation Charge(s)	Usage Charge(s)
Encana Marketing (USA) MAP 10026 #4167 (FT) 2/	Inc. MAP 10027	3/	300,000	3.44091	4/
Wyoming Interstate Gas, MAP 10827 #4227 (FT) 5/	Inc. MAP 10015, 10017 and 10018	3/	160,000	6/	4/

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First Revised Sheet No. 8 First Revised Sheet No. 8
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Footnotes

1/ Shippers frequently, even daily, seek to amend receipt and/or delivery measurement and allocation points (MAP) under these contracts. However, these amendments are usually limited to one or two points and all MAP changes that are granted are kept on file indefinitely.

2/ This contract does not deviate in any material aspect from the Form of Service Agreement.

3/ Commencing on date facilities are placed in service and continuing for ten years.

4/ The maximum rate in Overthrust's Statement of Rates.

5/ This contract has been filed as non-conforming under Docket No. RP09-824-000.

6/ Fixed reservation charge of \$2.25692/Dth/Month, which is above the current systemwide maximum reservation rate in Overthrust's Statement of Rates. If the maximum tariff rate is reduced, the reservation charge would be the maximum rate plus \$0.09125/Dth/Month, but not greater than \$2.25692/Dth/Month. If the maximum tariff rate increases, the charge will not exceed \$2.25692/Dth/Month.

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RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available for firm transportation service on behalf of any Shipper for service from any receipt point to any delivery point on the system according to 18 C.F.R. Part 284, Subparts B and G provided:

(a) Overthrust has available pipeline system capacity to render the firm service requested; and

(b) Shipper and Overthrust have executed a transportation service agreement for service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Firm Service. The transportation service provided under this rate schedule:

(a) Shall be firm service performed pursuant to 18 C.F.R. Part 284, Subparts B & G;

(b) Shall apply to all gas transported by Overthrust for Shipper under this rate schedule up to the reserved daily capacity (RDC) as defined in § 1.30 of the General Terms and Conditions and specified in the transportation service agreement;

(c) Shall be subject to curtailment as provided in § 11 of the General Terms and Conditions; and

(d) Shall be provided according to the availability determined by § 11 of the General Terms and Conditions.

2.2 Authorized Overrun Service. Upon request of Shipper, and if capacity is available, Overthrust will transport and deliver volumes of gas in excess of Shipper's RDC. The service (a) shall be available only to the extent it does not impair Overthrust's ability to render service under any other rate schedule (including service up to the total con-

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RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

tracted RDC on this rate schedule), (b) is interruptible, and (c) is subject to the authorized overrun charge.

3. RATE PROVISIONS

3.1 Specified Charges. All charges for transportation service under this rate schedule, except as provided for in § 3.4 (Negotiated Rates) of this rate schedule, shall be those listed in the currently effective Statement of Rates, as adjusted from time to time. The charges shall include the following:

(a) Reservation Charge. A monthly reservation charge shall be assessed for each Dth of Shipper's RDC, subject to the following conditions:

(i) The reservation charge shall be stated in the transportation service agreement and shall be no more than the maximum nor less than the minimum rate specified in the statement of rates.

(ii) Shipper shall be obligated to pay the reservation charge beginning with Shipper's execution of a transportation service agreement.

(iii) In the event the effective date of any Rate Schedule FT transportation service agreement occurs on any day other than the first day of a month, or the termination of any Rate Schedule FT transportation service agreement occurs on any day other than the last day of a month, then the RDC used in the calculation of the reservation charge for such partial month shall be adjusted based on the ratio of the number of days that transportation service was in effect to the total number of days in such month.

(iv) Shipper's obligation to pay the reservation charge shall not be terminated or reduced under any circumstance, except by a reduction in Shipper's RDC agreed to by Overthrust. Except as provided for elsewhere in this tariff, if Shipper releases its capacity, Shipper will remain liable for the reservation charge.

(b) Usage Charge. Shipper shall pay the appropriate usage charge for all gas delivered by Overthrust for transportation. The usage charge shall be stated in the

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RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

transportation service agreement or any amendment and shall be no more than the maximum nor less than the minimum rate specified in the Statement of Rates.

(c) Overrun Charges. Shipper shall pay all overrun charges that may be assessed according to this Rate Schedule and Overthrust's Statement of Rates for all authorized or unauthorized overrun quantities of gas transported by Overthrust.

(d) Additional Facility Charge. Any charge for additional facilities shall be paid by Shipper according to § 25 of the General Terms and Conditions.

(e) Cashout. Shipper will be subject to the balancing and cashout provisions according to § 16 of the General Terms and Conditions.

(f) Marketing Fee. Shipper and Overthrust may agree upon a fee to be paid by Shipper to Overthrust when Overthrust actively markets any capacity that is released to a replacement Shipper.

(g) Other Charges. Overthrust shall charge Shipper for any other FERC-approved charges that may apply to service under this rate schedule.

(h) Fuel Reimbursement. Shipper shall reimburse Overthrust in kind for gas used, lost, gained or unaccounted-for gas according to § 35 of the General Terms and Conditions and the Statement of Rates.

3.2. Rate Changes. Overthrust may from time to time file with the FERC to change the rates set forth on the Statement of Rates applicable to service under this rate schedule. Overthrust shall be entitled to implement such changed rates for service rendered to Shipper under this rate schedule on their effective dates, subject to such refunds, surcharges or other conditions that are specified as terms of the transportation service agreement or that are

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RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

permitted or required by the FERC. Nothing in this section limits Shipper's rights to contest such changes, nor limits the rights of Shipper and Overthrust to provide for changes in rates through the terms of the transportation service agreement.

3.3 Flexible Rates. Nothing in this tariff limits Overthrust's right to implement different rates in transportation service agreements with other Shippers under this rate schedule within the ranges set forth in the Statement of Rates.

Overthrust shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charges, the individual shippers affected, the volume transported and any other information that may be required.

3.4 Negotiated Rates. Notwithstanding anything to the contrary contained in this tariff, Overthrust and Shipper may, as provided in § 31 (Negotiated Rates) of the General Terms and Conditions, negotiate a rate for service under this rate schedule. Overthrust's rates, as shown on its Statement of Rates, are available as recourse rates for any Shipper that does not desire to negotiate a rate with Overthrust. An agreement by the Shipper to accept a negotiated rate does not, in any manner, restrict the Shipper's right to elect recourse rates for other services not covered by the negotiated-rate agreement. This provision, in and of itself, does not allow Overthrust and Shipper to negotiate terms and conditions of service.

4. REGULATORY FEES

Shipper shall reimburse Overthrust for all fees required by the FERC or any other regulatory agency to implement the service provided under this rate schedule. Overthrust will issue its statement to Shipper setting forth the fees paid by Overthrust to implement the service. The amount to be reimbursed shall be paid by Shipper with the next payment for service following receipt of Overthrust's statement.

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RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

5. RECEIPT AND DELIVERY

The primary receipt and delivery points for gas tendered by Shipper to Overthrust shall be the points designated in the transportation service agreement. All other receipt and delivery points on Overthrust's system will be available as alternate points to Shippers under this rate schedule on an interruptible basis.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this tariff are applicable to this rate schedule and are incorporated by reference.

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Sheet Nos. 15 - 19 Sheet Nos. 15 - 19 : Effective

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RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available for interruptible transportation service on behalf of any Shipper for service from any receipt point to any delivery point on the system according to 18 C.F.R. Part 284, Subparts B & G provided:

(a) Overthrust is able to provide such service consistent with its other obligations under Volume No. 1-A of its FERC Gas Tariff; and

(b) Shipper and Overthrust have executed a transportation service agreement for service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

The transportation service provided under this rate schedule:

(a) Shall be interruptible service performed pursuant to 18 C.F.R. Part 284, Subparts B and G;

(b) Shall apply to all gas transported by Overthrust for Shipper under this rate schedule up to the daily quantity (DQ) as defined in § 1.10 of the General Terms and Conditions and specified in the transportation service agreement;

(c) Shall be subject to interruption as provided in § 11 of the General Terms and Conditions; and

(d) Shall be provided according to the availability determined by § 11 of the General Terms and Conditions.

3. RATE PROVISIONS

3.1 Specified Charges. All charges for transportation service under this rate schedule, except as provided for in § 3.4 (Negotiated Rates) of this rate schedule, shall be as set forth in the currently effective Statement of Rates, as adjusted from time to time. The charges shall include the following:

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RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

(a) Usage Charge. Shipper shall pay the appropriate usage charge for all gas delivered by Overthrust for transportation. The usage charge shall be set forth in the transportation service agreement or any amendment, and shall be no more than the maximum nor less than the minimum rate specified in the Statement of Rates.

(b) Unauthorized Overrun Charge. Shipper shall pay the unauthorized overrun charge set forth on Overthrust's Statement of Rates for all unauthorized quantities of gas transported by Overthrust.

(c) Additional Facility Charge. Any charge for additional facilities shall be paid by Shipper according to § 25 of the General Terms and Conditions.

(d) Cashout. Shipper will be subject to the balancing and cashout provisions according to § 16 of the General Terms and Conditions.

(e) Other Charges. Overthrust shall charge Shipper for any other FERC-approved charges that may apply to service under this rate schedule.

(f) Fuel Reimbursement. Shipper shall reimburse Overthrust in kind for gas used, lost, gained or unaccounted-for gas according to § 35 of the General Terms and Conditions and the Statement of Rates.

3.2 Rate Changes. Overthrust may from time to time file with the FERC to change the rates set forth on the Statement of Rates applicable to service under this rate schedule. Overthrust shall be entitled to implement such changed rates for service rendered to Shipper under this rate schedule on their effective dates, subject to such refunds, surcharges or other conditions that are specified as terms of the transportation service agreement or that are permitted or required by the FERC. Nothing in this section limits Shipper's rights to contest such changes, nor limits the rights of Shipper and Overthrust to provide for lawful changes in rates through the terms of the transportation service agreement.

3.3 Flexible Rates. Nothing in this tariff limits Overthrust's right to implement different rates in

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RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

transportation service agreements with other Shippers under this rate schedule within the ranges set forth in the Statement of Rates.

Overthrust will, prior to the beginning of the month and through use of Informational Postings, post rates at which it is willing to transport gas between specific receipt and delivery points during the succeeding month. Overthrust shall state the effective date of the rate change. A shipper under this rate schedule paying a discounted rate at the time of notification may elect to pay a higher rate, or the maximum rate, in order to maintain its priority of service. Acceptance of any new rate shall be confirmed and contracted for through Questline.

Overthrust shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charges, the individual shippers affected, the volume transported and any other information that may be required.

3.4 Negotiated Rates. Notwithstanding anything to the contrary contained in this tariff, Overthrust and Shipper may, as provided in § 31 (Negotiated Rates) of the General Terms and Conditions, negotiate a rate for service under this rate schedule. Overthrust's rates, as shown on its Statement of Rates, are available as recourse rates for any Shipper that does not desire to negotiate a rate with Overthrust. An agreement by the Shipper to accept a negotiated rate does not, in any manner, restrict the Shipper's right to elect recourse rates for other services not covered by the negotiated-rate agreement. This provision, in and of itself, does not allow Overthrust and Shipper to negotiate terms and conditions of service.

4. REGULATORY FEES

Shipper shall reimburse Overthrust for all fees required by the FERC or any other regulatory agency to implement the service provided under this rate schedule. Overthrust will issue its statement to Shipper setting forth the fees paid by Overthrust to implement the service. The amount to be reimbursed shall be paid by Shipper with the next payment for service following receipt of Overthrust's statement.

5. RECEIPT AND DELIVERY

All receipt and delivery points on Overthrust's transmission system are available for use on an interruptible basis by interruptible Shippers upon nomination.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this tariff are applicable to this rate schedule and are incorporated by reference.

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Sheet Nos. 23 - 29 Sheet Nos. 23 - 29 : Effective

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GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to the transportation service provided under Rate Schedules FT and IT of Overthrust's FERC Gas Tariff, Second Revised Volume No. 1-A.

1. DEFINITIONS

1.1 Alternate receipt or delivery point means any point where gas is received into or delivered out of Overthrust's system that is not listed as a primary receipt or delivery point in Shipper's Rate Schedule FT transportation service agreement.

1.2 Authorized overrun means that quantity of gas authorized by Overthrust in excess of the RDC specified in the applicable firm transportation service agreement.

1.3 Bidding period means that period of time that released or uncommitted firm capacity is posted on Overthrust's informational postings and Questline during which Shippers may bid for capacity.

1.4 Bidding Shipper means any Shipper that is qualified to bid for capacity via Overthrust's Web site.

1.5 Btu means one British thermal unit, which is the amount of heat required to raise the temperature of one pound of water one degree from 59 degrees to 60 degrees Fahrenheit. "MMBtu" means one million Btu's.

1.6 Capacity release means the release by a firm Shipper of its capacity.

1.7 CHDP Limit means the temperature set forth in §14.9(a) at which Overthrust will accept all deliveries of natural gas provided that such gas satisfies all other applicable provisions of Overthrust's FERC Gas Tariff.

1.8 CHDP Operating Limit means the CHDP temperature that is at or above the CHDP Limit that Overthrust is willing to accept on a temporary basis as operationally feasible given transitory operating conditions. In no case will the CHDP Operating Limit be set lower than the CHDP Limit.

1.9 Cricondentherm Hydrocarbon Dew Point Temperature (CHDP) means the maximum hydrocarbon dew point temperature calculated for a specific gas composition over a range of pressures from 100 pounds psia up to the maximum allowable operating pressure (MAOP) of the pipe.

1.10 Cubic foot means the volume of gas which would occupy a space of one cubic foot at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 pounds per square inch absolute.

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1.11 Curtailment means reduction or temporary suspension of firm service.

1.12 Day means a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time. A "business day" is defined as Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

1.13 Daily quantity (DQ) means the quantity of gas set forth on Shipper's transportation service agreement under Rate Schedule IT.

1.14 Decatherm or "Dth" means a unit of heating value equivalent to 1,000,000 Btus.

1.15 Delivery point means a point where Overthrust delivers gas to or for the account of Shipper after transportation.

1.16 FERC or "Commission" means the Federal Energy Regulatory Commission or any federal commission, agency or other governmental body or bodies succeeding to, lawfully exercising or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.

1.17 Force Majeure shall include, without limitation by this recital, acts of God including fires, explosions, earthquakes or volcanic eruptions, storms, floods, extreme cold or freezing, washouts; necessity for compliance with any court order, law, regulation or ordinance promulgated by any governmental authority having jurisdiction, either federal, state or local, civil or military; acts of a public enemy; wars; civil disturbances; strikes, lockouts or other industrial disturbances; shutdowns for purposes of necessary repairs, relocations, or construction of facilities, 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 of either party to obtain necessary materials, supplies,

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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, whether of the kind herein recited or not, which are not reasonably in the control of the party claiming suspension.

1.18 Gas means combustible hydrocarbon gas.

1.19 Gross heating value means the number of British thermal units produced by the combustion at a constant pressure, of the amount of gas which would occupy a volume of one cubic foot at a temperature of 60 degrees Fahrenheit on a water-free basis and under a pressure equivalent to that of 30.0 inches of mercury at 32 degrees Fahrenheit and under standard gravitational force (acceleration of 980.665 cm/sec²) with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of gas and air and when the water vapor formed by combustion is condensed to the liquid state.

1.20 Hydrocarbon Dew Point means the temperature at which hydrocarbon liquids first begin to form in a gas stream at a given pipeline pressure.

1.21 Inert substances means non-combustible substances contained in the gas, including but not limited to helium, carbon dioxide and nitrogen.

1.22 Interruption means reducing, suspending or discontinuing either the receipt or delivery of gas.

1.23 Intra-day nomination is a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas day and runs through the end of that gas day.

1.24 Mcf means 1,000 cubic feet of gas. "MMcf" means 1,000,000 cubic feet of gas.

1.25 Month means the period beginning at 8:00 a.m. on the first day of any calendar month and ending at the same hour on the first day of the succeeding calendar month.

1.26 Operational flow order (OFO) means an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Overthrust's system, or to maintain operations required to provide efficient and reliable firm service. Whenever Overthrust experiences these conditions, any pertinent order shall be referred to as an operational flow order.

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1.27 Operational Balancing Agreement (OBA) means a contract between two parties, which specifies the procedures to manage operating variances at an interconnect.

1.28 Questline means the contracting/capacity release and nominations/confirmations systems.

1.29 Receipt point means a point where Overthrust receives gas from or for the account of Shipper for transportation on the system.

1.30 Releasing Shipper means any Shipper holding firm capacity rights under a transportation service agreement under Rate Schedule FT that releases firm capacity.

1.31 Replacement Shipper means any Shipper that acquires firm released capacity from a releasing Shipper.

1.32 Request for Service means a written or an electronic request for service submitted by any party under §§ 6 and 7 of the General Terms and Conditions.

1.33 Reserved daily capacity (RDC) means the quantity of gas in Dth per day that Overthrust is obligated to receive, transport and deliver to Shipper on a firm basis.

1.34 Scheduled quantity means the volume of gas that Overthrust agrees to deliver to Shipper during the applicable nomination period.

1.35 Shipper means any party who (a) is receiving service according to an effective rate schedule under this tariff, (b) has executed a service agreement under any rate schedule, or (c) has completed a request for service under Rate Schedules FT or IT.

1.36 System shall mean the pipeline and any compression and related facilities owned by Overthrust.

1.37 Unaccounted-for gas means that volume of gas which is the difference between the sum of all input volumes of gas to the system and the sum of all output volumes of gas from the system during a month, including, but not be limited to, (a) gas vented (except that gas as provided for

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in § 16 of the General Terms and Conditions and changes, if any, in line pack during that month) and (b) gas lost as a result of an event of force majeure, the ownership of which cannot be reasonably identified.

1.38 Unauthorized overrun means that quantity of gas by which Shipper exceeds, without Overthrust's consent, Shipper's RDC.

1.39 Year shall mean a period of 365 consecutive days or 366 consecutive days if such period includes February 29, beginning January 1, unless otherwise specified.

2. RESERVED FOR FUTURE USE.

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3. RESERVED FOR FUTURE USE.

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4. PIPELINE INTERNET PAGE AND QUESTLINE

4.1 Informational Postings and Questline. Overthrust will provide an Internet site for informational postings, and interactive systems for contracting/capacity release and nominations/confirmations (collectively referred to as Questline) on a nondiscriminatory basis to any party that has compatible computer equipment and communication software. The informational postings will include notices, marketing and energy affiliate information, operationally available and unsubscribed capacity, index of customers and the tariff. This information will not require a logon and password and can be accessed via the central address repository site identified in § 4.8. Questline users will be required to obtain a logon and password from Overthrust through completion of the Questline Access Agreement.

4.2 Access. Entry to Overthrust's informational postings is available to all parties. Informational postings can be read using a standard browser. Access to Questline will only be granted through use of a logon and password, which will be assigned and controlled by Overthrust. Before a Shipper will be allowed to transact business on Questline, Shipper must execute and return the Questline Access Agreement and meet Overthrust's creditworthiness requirements set forth in this tariff.

4.3 System Availability. Users may access Overthrust's general information and systems seven days a week, 24 hours a day. The only exception to these times is when the site is down unexpectedly or for necessary maintenance. Shipper nominations and operator confirmations tendered according to Section 15 of these General Terms and Conditions and when the system is down, may be tendered via facsimile transmission.

4.4 Available Information. In addition to the information and processes for the capacity release program described in § 8 of these General Terms and Conditions, Overthrust will provide the following information on its informational postings and systems:

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(a) General operational information, such as operational flow orders, flow information, current nominations, cumulative daily or monthly imbalances, and daily allocation of electronically-measured receipt and delivery points and scheduled quantities (including scheduled intra-day nominations and other scheduling changes). At the end of each gas day, Overthrust shall provide the final scheduled quantities for the just completed gas day. With respect to the implementation of this process via the 1.4.x scheduled quantity-related standards, Overthrust shall send an end-of-gas-day Scheduled Quantity document. Receivers of the end-of-gas-day Scheduled Quantity document can waive the sender's sending of the end-of-gas-day Scheduled Quantity document. (NAESB 1.3.3)

(b) Available capacity at receipt and delivery points.

(c) Whether the capacity is available from Overthrust or through the capacity release program.

(d) Effective rates for firm and interruptible service.

(e) Service request and acquisition forms allowing Shippers and potential Shippers to request or change firm or interruptible service electronically through Questline.

(f) Standards of conduct relating to service.

(g) Discounts granted for service to affiliates.

(h) General information, critical notices and news items relating to rates, available capacity, expansions, etc. Critical notices shall be defined to pertain to information on Overthrust Pipeline conditions that affect scheduling or adversely affect scheduled gas flow.

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4.5 A Request for Shipper Access shall be submitted via the web page at www.questarpipeline.com or to:

Contract Services
Questar Overthrust Pipeline Company
180 East 100 South
Salt Lake City, UT 84111
Phone (801) 324-2963 or 324-5280
FAX (801) 324-2578
Pager (801) 324-9800

The request shall include the Shipper name, DUNS number, address, telephone number and name and title of person requesting access. Overthrust will process the Request for Shipper Access and provide the requesting party with a Questline Access Agreement. Before a Shipper will be allowed to transact business on Overthrust's System, Shipper must execute and return the Questline Access Agreement, receive a logon and password and meet Overthrust's creditworthiness requirements set forth in this tariff.

4.6 Electronic Data Interchange. Overthrust will also maintain an Internet server and Internet address for conducting business transactions via the Electronic Delivery Mechanism standards adopted by Order Nos. 587, et al. and incorporated into this tariff by reference in Section 29 of these General Terms and Conditions. For electronic data interchange transactions, Overthrust will enter into a trading partner agreement with interested parties. Overthrust has adopted the NAESB Model Trading Partner Agreement reflecting Internet standards. Overthrust's

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Electronic Data Interchange contact is listed on its web site, or shippers may contact the Customer Service Department at the telephone number listed in Section 4.6.

4.7 World Wide Web Page. Overthrust has established a HTML page(s) accessible via the Internet's World Wide Web. The information that is currently provided will be posted as follows:

(a) Notices (critical notices, operation notices, system notices, etc.) Overthrust will also support further notification, to be designated by Shipper, through the following channels: (1) up to two internet e-mail addresses provided by Shipper or (2) additional electronic notification specified by Shipper.

(b) FERC Order No. 2004 marketing and energy affiliate information (affiliate capacity allocation log, discount postings, etc.)

(c) Operationally available and unsubscribed capacity.

(d) Index of customers

(e) Overthrust's tariff (terms, conditions and rates), or general terms and conditions.

4.8 Web Page Access. Overthrust's web page may be accessed at www.questarpipeline.com.

4.9 Communication Protocols. As required by 18 C.F.R. § 284.12(b)(3)(ii), (iv) and (v) (2004), Overthrust will comply with the following requirements for public information documents that are posted on its web site:

(a) Documents will be accessible to the public over the public Internet using commercially available web browsers, without imposition of a password or other access requirement.

(b) Users will be able to (1) search an entire document online for selected words, (2) copy selected portions of the documents and (3) directly download the document without the need to view.

(c) Overthrust shall provide the same content for all information, regardless of the electronic format in which it is provided.

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(d) Overthrust shall maintain, for a period of three years, all information displayed and transactions conducted electronically under this section and be able to recover and regenerate all such electronic information and documents. Parties requesting specific archived historical data may contact the Contract Services Department. Requestors will be charged a fee calculated by multiplying the actual number of hours required to research, collect and prepare the data by the hourly rate posted on Overthrust's web site for providing these services. Overthrust will provide the research information to the requestor in either hardcopy or electronic format.

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5. QUESTLINE CONTRACTING PROCEDURES

5.1 (a) Procedures. Generally, all requests or bids for service, contracting for service, changes to a Shipper's service agreement, releasing capacity and bidding on released capacity must be made through Questline.

(b) Form of the Agreement. Unless requested by Shipper, no written contract or documents will be issued by Overthrust. The terms and conditions of this tariff, together with the terms of Shipper's service documented on the completed service agreement on Questline, will constitute the terms of the transportation service agreement between Overthrust and the Shipper.

5.2 Logon and password. The use of a party's logon and password on any Questline transaction screen will be deemed to be the party's consent to be bound by the transaction unless the party's bid is withdrawn as specified in § 8.10. Overthrust will revoke a party's logon and password if Overthrust finds that one of the following events has occurred:

(a) Termination of Shipper's transportation agreement with Overthrust due to failure of Shipper to comply with Overthrust's tariff.

(b) Fraudulent or unauthorized use of the logon and password.

(c) Violation of a material term of the electronic contracting access agreement.

(d) An action resulting in a breach of security such as loss, theft or unauthorized disclosures or use of data contained on Questline.

(e) Failure to pay any Commission-approved charges.

(f) Conduct that threatens the viable operations of Overthrust's electronic contracting system or wrongly interferes with the business transactions of another party.

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Overthrust shall provide immediate notice via Questline or facsimile transmission of its intent to revoke a party's logon and password to the electronic contracting system.

5.3 Acquiring Transportation Service.

(a) After complying with the requirements of §§ 4 and 10 of these General Terms and Conditions, a party may bid for firm service or request interruptible service on Overthrust's system via Questline.

(b) After receiving a request for interruptible service, Overthrust will evaluate Shipper's service request. Once the request has been evaluated and approved, Overthrust will issue a completed service agreement on Questline containing the terms of the service that Overthrust will provide. Placement of the completed service agreement on Questline will be Overthrust's assent to the contract and notice to the Shipper of the contract.

(c) A Shipper bidding for uncommitted firm capacity from Overthrust must follow the procedures of § 7 of these General Terms and Conditions.

5.4 Changes to Shipper's Transportation service. If Shipper desires to change a term of its transportation service, it must complete a service amendment form on Questline. Overthrust will evaluate the Shipper's request. If Overthrust agrees to the requested amendment, Overthrust will place a completed service amendment form on Questline. The completed form will be notice to the Shipper that the change in service has been made.

6. REQUEST FOR INTERRUPTIBLE SERVICE

6.1 Request for Service. If a Shipper desires service under Rate Schedule IT, it must request the service via Questline and provide the following information:

(a) The name, business address and phone number of the Shipper requesting service and the party with whom all contact should be made.

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(b) A designation of whether Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, producer, end user, marketer or pipeline sales operating unit.

(c) Whether Shipper is a marketing or energy affiliate of Overthrust.

(d) The name of the local distribution company or intrastate pipeline company on whose behalf the gas will be transported if 18 C.F.R. Part 284, Subpart B service is requested.

(e) If § 311 service is requested, a declaration explaining how the requested service qualifies as § 311 service.

(f) The initial term of the service, including beginning and ending dates.

(g) The estimated average Daily Quantity _____ Dth/day of service requested under Rate Schedule IT.

(h) The usage charge that Shipper proposes to pay for the requested service:

Maximum Rate	Other
_____	_____

6.2 Information Update. Any change in the facts or information provided by Shipper in its request for service, whether before or after service begins, must be promptly communicated to Overthrust.

7. ACQUIRING FIRM SERVICE

7.1 On or about the 1st day of each month, Overthrust will post a notice on Questline and its web page under Informational Postings of any available capacity under Rate Schedule FT. Available capacity shall be awarded using the bidding procedures described in this § 7. Overthrust's notice will include the following information:

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- (a) RDC stated in Dth/day.
- (b) The receipt and delivery points.
- (c) The beginning and ending dates of the service.
- (d) The minimum acceptable service term.
- (e) The minimum rate Overthrust is willing to accept.
- (f) Any other conditions applicable to the acceptance of the service.

7.2 Bidding for Capacity. A Shipper desiring to obtain the firm capacity from Overthrust must submit a bid for the service according to the procedures outlined in this section.

7.3 Qualifications for Bidding. Any party wishing to become a bidding Shipper must prequalify by satisfying the creditworthiness provisions and Questline access and signatory requirements of this tariff prior to submitting a bid for capacity.

7.4 Bid Period. Overthrust's bid period for firm capacity will begin on the day available capacity is posted on Questline and will be administered as described below (Central Clock Times):

(a) The initial bid period will be held from 9:00 a.m. on the day available capacity is posted on Questline until 1:00 p.m. on the eighth business day prior to the end of the month. Shippers desiring to submit a bid for service must do so prior to 1:00 p.m. on the eighth business day prior to the end of the month. The rate, term and present value of each bid received during the initial bid period will be shown on Questline as received. However, the identity of the bidding Shipper shall be kept confidential.

(b) If no competing bids are received for the same available capacity on Overthrust' system, the board will close at 1:00 p.m. If competing bids are received, Overthrust will post notification of the competing bids on Questline on or before 2:00 p.m. Shippers who submitted competing bids will have an opportunity, beginning at 2:00 p.m., to post an updated bid that equals or exceeds the highest competing bid, as calculated according to § 7.7. If no bids are received within the first hour, bidding will close at 3:00 p.m. Otherwise, bidding will continue until there has been no bidding activity for 30 minutes or until 4:00 p.m., whichever occurs first.

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(c) Throughout the bidding period, Overthrust will continue posting a list of all bids, including competing bids, on Questline as they are received or updated.

(d) Except for capacity that is subject to a right of first refusal according to § 9 of the General Terms and Conditions of this tariff, capacity will be awarded no later than 11:00 a.m. on the second business day following the bid period to the Shipper or Shippers whose bid offers a rate and term that yields the highest present value per unit of capacity and whose terms and conditions are acceptable to Overthrust.

(e) Capacity sold during the bid period will be available no sooner than the first day of the month succeeding the bid period.

(f) Overthrust, at its discretion, may decline to award the capacity and repost it in subsequent bid periods if a satisfactory bid has not been received.

7.5 Bidding Information. A Shipper may submit a bid for capacity at any time during the bid period.

Each bid for capacity must include the following:

(a) Capacity transaction number.

(b) Bidding Shipper's name and the name and telephone number of the individual placing the bid.

(c) The beginning and ending dates of the proposed capacity acquisition.

(d) The maximum reservation charge the bidding Shipper is willing to pay for the capacity.

(e) The desired RDC stated in Dth/day.

(f) Whether the bidding Shipper will accept a pro rata allocation of capacity and the minimum amount of capacity the bidding Shipper is willing to accept.

(g) A designation of whether Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, producer, end user or marketer.

(h) Whether Shipper is a marketing or energy affiliate of Overthrust.

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(i) The name of the local distribution company or intrastate pipeline company on whose behalf the gas will be transported if 18 C.F.R. Part 284, Subpart B service is requested.

(j) If § 311 service is requested, a declaration explaining how the requested service qualifies as § 311 service.

7.6 Bidding Conditions.

(a) The identity of any bidding Shipper shall be kept confidential. However, the amount of each bid received by Overthrust during the bid period will be posted on Questline.

(b) A bidding Shipper may replace a bid for available capacity with a subsequent higher bid. A bidding Shipper may not submit simultaneous multiple bids for the same capacity. Any bid that is not replaced by a higher bid will be binding on the bidding Shipper.

(c) A bidding Shipper may not bid a reservation charge less than the minimum reservation charge nor more than the maximum reservation charge specified by the tariff, unless it is a negotiated rate, nor may the bid exceed the quantity or the term specified by Overthrust.

(d) Overthrust shall not be obligated to accept any bid for uncommitted capacity at a rate that is less than the rate specified in Overthrust's notice.

(e) Shipper's use of its logon and password on any Questline transaction screen is deemed to be the party's consent to be bound by the transaction.

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7.7 Awarding of Capacity. Overthrust's capacity shall be awarded to the bidding Shipper whose bid offers a rate and term that yields the highest present value and whose terms and conditions are acceptable to Overthrust. The present value shall be calculated using the formula stated below. Negotiated rate bids above the maximum reservation charge, will be evaluated using the maximum reservation charge. Overthrust's acceptance of a bid shall be conditioned upon the Shipper satisfying Overthrust's creditworthiness standards and eligibility requirements.

(a) Present value formula:

$$\left(\begin{array}{l} \text{Monthly Reservation Charge} \\ \text{Per Unit} \end{array} \right) \times \frac{[1 - (1+i)^{-n}]}{i} = \text{Present Value per Unit}$$

Where: i = interest rate per month, i.e., overall rate of return divided by 12 months.

n = term of the agreement, in months.

(b) If two or more firm Shippers have the same present value and Overthrust's capacity is insufficient to serve the Shippers, capacity will be allocated pro rata based on requested RDC between these firm Shippers.

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(c) Overthrust is not obligated to award capacity unless a bid meets the rates, terms and conditions specified in Overthrust's notice.

(d) To document the award of the capacity to the successful bidding Shipper, Overthrust will place a service agreement between Overthrust and the bidding Shipper on Questline conforming to the terms of the Shipper's bid. Since the bidding shipper is bound by its bid, no further shipper acceptance will be required.

7.8 Requests for Discounts. Overthrust is not required to accept a request for a discount that is less than the posted minimum acceptable rate for the posted uncommitted firm capacity.

7.9 Notice of Awarded Capacity. Within one business day after capacity has been awarded, Overthrust shall post the following information regarding each transaction on its web page under Informational Postings for a period of 30 days:

(a) The full legal name and identification number of the shipper.

(b) The transaction number.

(c) The contract number of the transportation service agreement.

(d) Whether or not the Shipper is a marketing or energy affiliate of Overthrust.

(e) Any applicable special terms and conditions.

(f) Term of Service.

(g) Reservation charge.

(h) Primary receipt and delivery points.

(i) The RDC in Dth/day.

(j) The term of any discount.

(k) Any special conditions that apply to a discount.

(l) The maximum rate.

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7.10 Sale of Capacity following Bid Periods. Any Capacity remaining after the close of the bid period may be requested on Questline and acquired on a first-come, first-served basis. Requests for capacity must meet or exceed the minimum requirements outlined in the corresponding capacity posting. Shippers whose request offers a rate, term and conditions acceptable to Overthrust will be awarded capacity. Awarding of capacity on a first-come, first-served basis will be suspended during each bid period, except for the awarding of short-term capacity available through the end of the month. To document the award of capacity, Overthrust shall place on Questline a completed service agreement between Overthrust and the requesting Shipper. The completed service agreement will be notice to the Shipper that the requested service has been awarded.

7.11 Request and Award of Short-term Capacity. Short-term capacity means capacity remaining after the close of the bid period described in § 7.4 and available through the end of the following month.

(a) Requests for short-term capacity must be posted by the requesting Shipper on Questline as follows:

(1) Timely Cycle: Post by 10:30 a.m. on a business day. A contract will be tendered with a contract number within one hour.

(2) Evening Cycle: Post by 5:00 p.m. on a business day. A contract will be tendered with a contract number within one hour.

(3) Intra-day 1 Cycle: Post by 9:00 a.m. on a business day. A contract will be tendered with a contract number within one hour.

(4) Intra-day 2 Cycle: Post by 4:00 p.m. on a business day. A contract will be tendered with a contract number within one hour.

(b) Shippers may submit a nomination at the time the short-term capacity is acquired.

7.12 Request and Award of Contract Amendments.

(a) Overthrust will evaluate requests to amend current firm Shipper contracts on a first-come, first-serve basis and in compliance with § 12.2 of the General Terms and Conditions.

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(b) Amendment requests received during the bid period, seeking a change to a Shipper's primary receipt and/or delivery point, will be evaluated at the end of the bid period and after firm capacity awards have been made. An exception may be made if Overthrust finds the amendment will have no impact on capacity being offered in the bidding process, and the amendment is acceptable to Overthrust.

(c) Amendment requests that will utilize capacity that could otherwise be sold to Shippers via the bidding process will not be awarded.

8. CAPACITY RELEASE AND ASSIGNMENT.

8.1 General. This section defines the terms and conditions of the capacity release program on Overthrust's system and applies to any Shipper that has contracted for firm transportation service under this tariff and elects to release all or a portion of its firm capacity.

8.2 Conditions of Release. A Shipper shall have the right to release any portion of its firm capacity but only to the extent that the released capacity is acquired by another Shipper through provisions of this section.

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8.3 Criteria of Release. A releasing Shipper may specify how bids for released capacity are to be evaluated to determine the best offer. A Shipper must notify Overthrust of the criteria by which volumetric bids are to be evaluated. These criteria must be objectively stated, applicable to all potential bidders and nondiscriminatory. Unless the offer to release is withdrawn according to § 8.22, the releasing Shipper shall not be entitled to reject a bid that meets its specified criteria.

8.4 Qualification for Participation in the Capacity Release Program. Any party wishing to become a bidding Shipper must prequalify by satisfying the creditworthiness provisions and Questline access and signatory requirements of this tariff prior to submitting a bid for capacity. Notwithstanding Shipper's qualification to participate in Overthrust's capacity release program, Overthrust does not guarantee to the releasing Shipper that the replacement Shipper will pay for the contracted-for service.

8.5 Notice By Shipper Electing to Release Capacity. A releasing Shipper must post a notice via Questline that it elects to release firm capacity. The notice must state:

(a) The releasing Shipper's name, contract number and the name and phone number of the individual responsible for authorizing the release of capacity.

(b) The maximum and minimum RDC to be released stated in Dth/day.

(c) The primary receipt and delivery points.

(d) Whether capacity will be released on a firm or recallable basis. If on a recallable basis, the terms under which the capacity may be recalled.

(e) Whether Shipper will accept contingent bids, the contingencies acceptable to Shipper, the deadline by which all contingencies must be met and whether Overthrust should award capacity to the next highest bidder if contingencies are not met.

(f) The beginning and ending dates of the release.

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(g) Whether the release is temporary or permanent.

(h) The minimum acceptable release period.

(i) Whether the capacity may be released at a one-part volumetric rate.

(j) If capacity is released at a one-part volumetric rate, (i) the volumetric rate, (ii) the terms and conditions applicable to the release, (iii) whether two-part bids will be accepted and (iv) the criteria by which bids are to be evaluated.

(k) The minimum rate at which the Shipper will release the capacity. If the releasing Shipper does not specify a minimum rate, a bidding Shipper may bid any rate up to the maximum rate on Overthrust's statement of rates, except for short-term capacity releases for a term of one year or less that are not subject to the maximum rate.

(l) The criteria by which Overthrust should evaluate the bids. A releasing Shipper may select the highest rate (the measure of dollars per unit), the net revenue (the measure of the sum of all payments), the present-value formula in § 8.11 or state its own criteria.

(m) The method by which capacity will be awarded if tied bids are received. If no method for awarding capacity to tied bidders is specified, the capacity will be awarded pro rata based on each shipper's requested RDC.

(n) Any other conditions applicable to acceptance by the releasing Shipper.

(o) The legal name of the Replacement Shipper if the release is a pre-arranged release.

(p) Whether the pre-arranged Replacement Shipper is an asset manager as defined in 18 C.F.R. Section 284.8(h) (3) or a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. Section 284.8(h) (4).

(q) If the pre-arranged Replacement Shipper is an asset manager, the asset manager's obligation to deliver gas to, or purchase gas from, the Releasing Shipper.

8.6 Term of Capacity Release. The term of capacity release may not exceed the term of the releasing Shipper's transportation service agreement, nor may it be less than one gas day.

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8.7 Availability of Released Capacity. Released capacity shall be made available on a nondiscriminatory basis and shall be assigned based on the results of a bid period or a pre-arrangement complying with the procedures described below. Overthrust will permit backhaul service but only to the extent that backhauls do not degrade existing firm forward haul service. If backhauls are permitted, they will be assigned a priority pursuant to § 11.1 (d).

8.8 Bidding Periods for Released Capacity. Overthrust is located in the Mountain Time Zone, which is one hour earlier than all Central Clock times listed below:

(a) The following released-capacity transactions are exempt from the bidding procedures.

(i) A pre-arranged release for a term greater than one year that (1) is for the maximum tariff rate, (2) is for the full term for which the capacity is released and the full term is greater than or equal to one year and (3) meets all terms and conditions of the release.

(ii) A pre-arranged release for a term of 31 days or less, except rollovers.

(iii) A pre-arranged release that (1) is to a qualified asset manager as defined in 18 C.F.R. Section 284.8(h)(3) or a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. Section 284.8(h)(4), (2) is for the full term for which the capacity is released and (3) meets all terms and conditions of the release.

Posting for non-biddable releases will be as follows for each nomination cycle deadline:

(1) Timely Cycle:

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

(2) Evening Cycle:

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

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(3) Intraday 1 Cycle:

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

(4) Intraday 2 Cycle:

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

(b) The following released-capacity transactions must be posted on Questline by the releasing Shipper and the capacity must be awarded through the bidding procedures.

The timeline set forth below is applicable to all parties involved in the capacity-release process if (i) 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 (ii) there are no special terms or conditions of the release.

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(i) Posting for biddable releases less than one year, including offers for releases for a term of 31 days or less, that have not been pre-arranged and roll-over of pre-arranged releases for a term of 31 days or less will follow the timeline below.

(1) offers should be tendered by 12:00 p.m. on a business day;

(2) 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);

(3) evaluation period ends and award posting if no match required at 2:00 p.m.;

(4) match or award is communicated by 2:00 p.m.;

(5) match response by 2:30 p.m.;

(6) where match required, award posting by 3:00 p.m.;

(7) 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. Refer to (iii) below for uploaded offers received through electronic data interchange (EDI).

(ii) Posting of biddable releases for a term of one year or more shall be processed as described below.

(1) offers should be tendered by 12:00 p.m. four business days before award;

(2) 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);

(3) evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken;

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(4) evaluation period ends and award posting if no match required at 2:00 p.m.;

(5) match or award is communicated by 2:00 p.m.;

(6) match response by 2:30 p.m.;

(7) where match required, award posting by 3:00 p.m.;

(8) 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.

Refer to (iii) below for uploaded offers received through EDI.

(iii) For uploaded offers on EDI, the following procedures will be followed: Overthrust shall accept and process uploads of capacity release offers from releasing shippers (or their authorized third-party service providers), provided the offer is received at Overthrust's designated site no later than 15 minutes prior to the respective deadline specified in NAESB Standard 5.3.2. Such received offer, if determined to be valid, will be posted as an offer and will be available for bidding by the posted-by deadline and start of bidding time specified (for the received business day) in NAESB Standard No. 5.3.2 or the releasing shipper's specified business day (if later than the received business day). Overthrust shall accept and process uploads of capacity release bids from potential acquiring shippers (or their authorized third-party service provider), provided the bid is time-stamped as leaving control of the bidder no later than the respective deadline as specified in NAESB Standard No.5.3.2 and is received at Overthrust's designated site no later than 15 minutes after such deadline. Such timely bid, if determined to be valid, will

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be evaluated by Overthrust for the purpose of identifying the winning bidder associated with the offer upon which the bid was made.

(c) Overthrust shall reject and Shipper will be required to withdraw, upon notice by Overthrust, capacity-release offers reflecting conditions that do not conform to Overthrust's tariff. A new bid period will be scheduled once the withdrawn capacity-release offer has been revised and reposted.

(d) A releasing Shipper may post on Questline a pre-arranged deal at the maximum rate to determine if another Shipper would be willing to offer better terms and conditions.

(e) A releasing Shipper shall not be able to specify an extension of the original bid period or the pre-arranged deal match period without posting a new release.

8.9 Awarding of Contingent Bids. Released capacity will not be awarded to a bidder submitting a contingent bid until the releasing Shipper has notified Overthrust through Questline that all contingencies have been met. If all contingencies have not been met by the deadline established by the releasing Shipper, the released capacity shall revert back to the releasing Shipper unless Overthrust has been directed by the releasing Shipper to award the capacity to the next highest bidder.

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8.10 Bids for Released Capacity - a Shipper may submit a bid for released capacity at any time during the bid period.

(a) Each bid for released capacity must include the following:
(i) Released capacity transaction number;

(ii) Bidding Shipper's name and the name and telephone number of the individual placing the bid.

(iii) The beginning and ending dates of the proposed capacity acquisition.

(iv) The maximum reservation charge the bidding Shipper is willing to pay for the capacity.

(v) The desired RDC stated in Dth/day.

(vi) Whether the bidding Shipper will accept pro rata allocation of capacity and the minimum amount of capacity the bidding Shipper is willing to accept.

(vii) Whether the bidding Shipper is the pre-arranged Shipper.

(viii) Whether the pre-arranged Replacement Shipper is an asset manager as defined in 18 C.F.R. Section 284.8(h)(3) or a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. Section 284.8(h)(4).

(ix) If the pre-arranged Replacement Shipper is an asset manager, the asset manager's obligation to deliver gas to, or purchase gas from, the Releasing Shipper.

(b) A pre-arranged Shipper must post its bid for the capacity on Questline. If the pre-arranged Shipper fails to post its bid, the capacity will not be awarded to the pre-arranged Shipper.

(c) The identity of any bidding Shipper shall be kept confidential. However, the amount of each bid received by Overthrust during the bid period will be posted on Questline.

(d) A bidding Shipper may not bid a reservation charge or volumetric rate higher than the maximum reservation charge or volumetric rate specified on the Statement of Rates, except for short-term capacity releases for a term of one year or less that are not subject to the maximum rate, nor may the volume or the term of the bid exceed the maximum volume or term specified by the releasing Shipper.

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(e) A bidding Shipper submitting a contingent bid must notify Overthrust and the releasing Shipper, via Questline, when all contingencies have been met.

(f) A bidding Shipper may withdraw its bid prior to the end of the bidding period. However, once a bid is withdrawn, the bidding Shipper may only submit a new bid for that released capacity at a higher rate.

(g) A bid may not be withdrawn after the close of the bid period.

8.11 Awarding of Released Capacity. When the capacity-release service provider (Overthrust) makes awards of capacity for which there have been multiple bids meeting minimum conditions, the capacity-release facilitator (Overthrust) shall award the bids, best bid first, until all offered capacity is awarded.

(a) Temporarily released capacity shall be awarded to the bidding Shipper that makes the best offer based on the criteria specified by the releasing Shipper or the present value formula defined below.

(b) Permanently released capacity shall be awarded to the replacement Shipper that offers a rate and term yielding a present value equal to or greater than the present value of the releasing Shipper's transportation service agreement. The present value shall be calculated using the formula stated below. Acceptance shall be conditioned upon the replacement Shipper satisfying Overthrust's creditworthiness standards and eligibility requirements.

(c) Present value formula:

(Monthly Reservation Charge) x [1-(1+i)⁻ⁿ]=Present Value
(Per Unit) [i] per Unit

Where: i = interest rate per month, i.e., overall
rate of return divided by 12 months.
n = term of the agreement, in months.

(d) If two or more bids are of equal value, the capacity shall be awarded according to the criteria specified by the releasing Shipper. If no method for awarding bids of equal value is specified, the capacity shall be awarded to those bidders pro rata based on the ratio the quantity bid by those bidders bears to the total quantity bid by all bidders multiplied by the quantity of capacity released.

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(e) If no bid is submitted meeting all of the rates, terms and conditions in the releasing Shipper's release notice, then no award of capacity shall be made.

(f) For a pre-arranged release, if no better offer is received during a bid period and the arrangement is for the full term of the release, then the pre-arranged bidding Shipper shall become the replacement Shipper. If a better offer is received during the bid period, the pre-arranged bidding Shipper shall have one hour from the time notification is received from Overthrust to match the better offer. If the pre-arranged bidding Shipper fails to match the better offer, then the bidding Shipper who presented the better offer shall become the replacement Shipper.

(g) To document the award of the release of capacity to the successful bidding Shipper, Overthrust will place a service agreement between Overthrust and the replacement Shipper on Questline conforming to the terms of the Shipper's bid.

(h) A releasing Shipper shall retain all of the capacity under its transportation service agreement that is not acquired by a replacement Shipper.

(i) The original capacity holder will remain responsible to Overthrust for payment of the reservation charge throughout the original contract term irrespective of any capacity release.

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8.12 Permanent Release of Capacity.

(a) Where a portion of a Shipper's capacity has been permanently released for the entire remaining term of the releasing Shipper's service agreement without recall or interruption rights, the releasing Shipper may request Overthrust to amend or terminate its service agreement to reflect the permanent release of the capacity.

(b) Overthrust shall not be obligated to amend the releasing Shipper's service agreement to reflect the permanently released capacity unless the capacity is released at the maximum rate and for the full term of the agreement and the replacement Shipper meets Overthrust's creditworthiness requirements and Overthrust receives approval from its lenders. Overthrust may also condition an amendment to or termination of the agreement on payment of exit fees. In lieu of exit fees, the replacement Shipper may enter into a new service agreement containing terms and conditions acceptable to Overthrust and its lenders. Overthrust will not amend or enter into a service agreement for a permanent release of capacity at a volumetric rate.

(c) Unless agreed otherwise by Overthrust and its lenders, the releasing Shipper shall remain liable for payment of the reservation fee under the agreement. Overthrust will not unreasonably refuse to relieve the releasing Shipper from any liabilities under the agreement.

(d) If capacity is permanently released, the replacement Shipper will acquire the right of first refusal held by the releasing Shipper as described in § 9 to this tariff for the capacity acquired by the replacement Shipper.

8.13 Notice of Completed Transactions. Within one business day after capacity has been awarded, Overthrust shall post the following information regarding each transaction on Questline for a period of 30 days:

(a) The name of the replacement Shipper and the release transaction number.

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(b) Whether or not the replacement Shipper is an affiliate of Overthrust.

(c) If a pre-arranged release, whether the Replacement Shipper is an asset manager as defined in 18 C.F.R. Section 284.8(h)(3) or a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. Section 284.8(h)(4).

(d) If the pre-arranged Replacement Shipper is an asset manager, the asset manager's obligation to deliver gas to, or purchase gas from, the Releasing Shipper.

(e) Term.

(f) Reservation charge or volumetric rate.

(g) Primary receipt and delivery points.

(h) RDC in Dth/day.

(i) Whether the capacity is firm or recallable.

8.14 Released Capacity Rates. The reservation charge or volumetric rate for any released firm capacity shall be as bid by the replacement Shipper, but in no event shall the reservation charge or volumetric rate be less than Overthrust's minimum or more than Overthrust's applicable maximum reservation charge or volumetric rate listed on the Statement of Rates, except for short-term capacity releases for a term of one year or less that are not subject to the maximum rate. All applicable charges will be stated in the service agreement on Questline. The replacement Shipper shall pay any usage charge as well as all other applicable charges, surcharges or fees.

8.15 Effective Date of Release and Acquisition. The beginning date of the release by a releasing Shipper and the acquisition date of a replacement Shipper will be on the beginning date designated on the notice of released capacity.

8.16 Request to Acquire Released Capacity. A Shipper desiring released capacity may post its request on Questline. The Shipper shall provide all criteria that it deems appropriate, but will include the following:

(a) Requesting Shipper's name and person to contact for additional information.

(b) The desired beginning and ending dates.

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- (c) The rate the requesting Shipper is willing to pay for the capacity.
- (d) Primary receipt and delivery points.
- (e) The desired RDC in Dth/day.

8.17 Active Marketing Fee. When a releasing Shipper requests that Overthrust actively market the released capacity, Overthrust will provide the marketing service at a fee to be negotiated between Shipper and Overthrust.

8.18 Nominations and Scheduling. A replacement Shipper must nominate and schedule transportation services directly with Overthrust according to the applicable procedures stated in Overthrust's tariff.

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8.19 Notice of Recall and Reput. Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. Overthrust will support the following recall notification periods for all released capacity subject to recall rights. Overthrust is located in the Mountain Time Zone, which is one hour earlier than all Central Clock times listed below:

(a) Timely Recall Notification:

(i) A releasing shipper recalling capacity should provide notice of such recall to Overthrust and the first replacement shipper no later than 8:00 a.m. on the day that timely nominations are due;

(ii) Overthrust will 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;

(b) Early Evening Recall Notification:

(i) A releasing shipper recalling capacity should provide notice of such recall to Overthrust and the first replacement shipper no later than 3:00 p.m. on the day that evening nominations are due;

(ii) Overthrust will 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;

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(c) Evening Recall Notification:

(i) A releasing shipper recalling capacity should provide notice of such recall to Overthrust and the first replacement shipper no later than 5:00 p.m. on the day that evening nominations are due;

(ii) Overthrust will 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;

(d) Intraday 1 Recall Notification:

(i) A releasing shipper recalling capacity should provide notice of such recall to Overthrust and the first replacement shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;

(ii) Overthrust will 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; and

(e) Intraday 2 Recall Notification;

(i) A releasing shipper recalling capacity should provide notice of such recall to Overthrust and the first replacement shipper no later than 2:30 p.m. on the day that intraday 2 nominations are due;

(ii) Overthrust will 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.

When capacity is recalled, it may not be repute for the same gas day. The deadline for notifying Overthrust of a repute is 8:00 a.m. to allow for timely nominations to flow on the next gas day. Recall notifications to Overthrust must be expressed in terms of total released capacity entitlements. Overthrust is not obligated to deliver in excess of the total daily contract quantity of the release. For recall notification provided to Overthrust prior to the recall notification deadline specified above (NAESB Standard 5.3.44), and received between 7:00 a.m. and 5:00 p.m., Overthrust will provide notification to all affected replacement shippers no later than one hour after receipt of such recall notification. For recall notification provided to Overthrust after 5:00 p.m. and prior to 7:00 a.m., Overthrust will provide notification to all affected replacement Shippers no later

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than 8:00 a.m. after receipt of such recall notification.

8.20 Compliance by Replacement Shipper. By acquiring released capacity, a replacement Shipper agrees that it will fully comply with all terms and conditions of this tariff. The terms and conditions of the original release, except price, term and volume, will be binding on all replacement Shippers.

8.21 Obligations of Releasing Shipper. The releasing Shipper shall continue to be liable and responsible for all reservation charges associated with the released capacity up to the maximum reservation charge specified in the releasing Shipper's service agreement. Subsequent releases by a replacement Shipper shall not relieve the original or any subsequent releasing Shipper of its obligations under this tariff.

8.22 Option to Withdraw Released Capacity.

(a) The releasing party has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made.

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(b) Shipper may be required to withdraw the offer according to § 8.8(c) of these General Terms and Conditions.

(c) The releasing Shipper must provide notice of its withdrawal of released capacity through Questline prior to the close of the bid period. The offer to release capacity may not be withdrawn after the close of the bid period.

9. RIGHT OF FIRST REFUSAL

9.1 At least six months prior to the expiration of a firm transportation service agreement with an existing term of one year or greater at the maximum tariff rate, or multi-year seasonal maximum-rate contracts for services offered less than 12 months per year, Shipper must notify Overthrust of its desire to continue all or a part of its existing service. If such notice is given, the Shipper shall retain a right of first refusal. A Shipper paying a discounted rate will not have the ROFR, unless otherwise agreed to in writing by Overthrust. However, existing discounted and negotiated-rate firm service agreements effective before August 22, 2002, with an existing term of one year or longer, may also have a right of first refusal by following the same procedure. Either Overthrust or Shipper may terminate a firm transportation service agreement at the end of its existing term by providing written notice the earlier of (a) the date of the notice period provided for in Shipper's contract; or (b) 90 days prior to the expiration of the term of the contract. Overthrust shall provide any information needed by Shipper to exercise its right of first refusal.

9.2 Overthrust shall post on Questline the terms and conditions of the available capacity under the expiring contract as follows:

- (a) RDC stated in Dth/day.
- (b) Receipt and delivery points at which capacity is available and the firm quantities at such points.
- (c) Effective date.
- (d) Term.
- (e) Applicable rates for the service.
- (f) That capacity is subject to right of first refusal.

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9.3 Capacity will be made available on a nondiscriminatory basis and may be acquired through the bidding process described in § 7 of these General Terms and Conditions.

(a) A Shipper desiring to acquire the available capacity shall place a bid with Overthrust, via Questline, during the bid period. The bid shall be binding once received by Overthrust and may not be withdrawn by the bidding Shipper.

(b) The bidding Shipper's bid must include all information included in § 7 of these General Terms and Conditions.

9.4 Overthrust shall not be obligated to accept any bid for the capacity at less than the maximum applicable tariff rate or for a term greater than the term posted in the notice of available unsubscribed capacity. Upon acceptance of a bid, Overthrust shall inform the existing Shipper of the terms of the bid to permit Shipper to exercise its right of first refusal. A Shipper exercising its right of first refusal must match the highest bid. The existing Shipper shall have five days to inform Overthrust that it agrees to match the bid.

If the existing Shipper notifies Overthrust that it elects to match the terms of price and duration of the accepted bid, Overthrust shall contract with the existing Shipper. If the existing Shipper does not elect to match the terms of the replacement Shipper's bid, Overthrust will contract with the replacement Shipper according to the terms and conditions of the tariff.

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9.5 If no bids are received and the existing Shipper is willing to pay the maximum rate, the existing Shipper will be entitled to continue to receive service for whatever term it chooses. At the end of the term, the existing Shipper may again exercise its right of first refusal to retain the capacity.

9.6 If Overthrust and an existing Shipper enter into a contract to continue service that was not subject to an evergreen clause or the right of first refusal, the bidding requirements of § 7 will apply. However, any Shipper that acquires available capacity according to this section will not be required to repeat the bidding procedures outlined in § 7 of this tariff.

10. CREDITWORTHINESS

10.1 In evaluating requests for service and for other purposes under this Tariff, Overthrust will perform a credit appraisal of shipper.

(a) Acceptance of a shipper's request for service and the continuation of service to a shipper are contingent upon the shipper complying with creditworthiness requirements of this § 10 on an on-going basis. To determine creditworthiness, a credit appraisal shall be performed in accordance with the following criteria:

(i) Overthrust shall apply consistent evaluation practices to all similarly situated Shippers in determining any Shipper's financial ability to perform its obligations to Overthrust over the term of the requested or existing Service Agreement.

(ii) A Shipper will be deemed creditworthy if:

(1) its long-term unsecured debt securities are rated at least BBB- by Standard & Poor's Corporation (S&P) and at least Baa3 by Moody's Investor Service (Moody's) (provided, however, that if the Shipper's rating is at BBB- or Baa3 and the short-term or long-term outlook is Negative, Overthrust may require further analysis as discussed below); and

(2) the sum of reservation fees, usage fees and any other associated fees and charges for the contract term, on a net present value basis, is less than 15% of Shipper's tangible net worth. If a Shipper has multiple service agreements with Overthrust, then the total potential fees and charges of all such service agreements shall be considered in determining creditworthiness.

(iii) As used in the prior paragraph, the term "tangible net worth" means the excess of assets over liabilities from an accounting stand point, which is also known as "capital." For example, in the case of a corporation, tangible net worth is represented by the capital stock, paid-in

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capital in excess of par or stated value, and other free and clear equity reserve accounts, if any. Overthrust defines tangible net worth for a corporation as the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in Overthrust's assessment of creditworthiness. Tangible net worth is compared with the net present value of a Shipper's obligations to Overthrust under its contracts in applying the 15% test in the prior paragraph.

(iv) If a Shipper does not meet the criteria described above, then such Shipper may request that Overthrust evaluate its creditworthiness based upon the level of its current and requested service on Overthrust relative to the Shipper's current and future ability to meet its obligations. Such credit appraisal shall be based upon Overthrust's evaluation of the following information and credit criteria:

(1) S&P and Moody's opinions, watch alerts, and rating actions and reports, ratings, opinions and other actions by Dun and Bradstreet and other credit reporting agencies will be considered in determining creditworthiness.

(2) Consistent financial statement analysis will be applied by Overthrust to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements and auditor's notes will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(3) Results of bank and trade reference checks and credit reports must demonstrate that Shipper is paying its obligations in a timely manner.

(4) Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws and there must not be pending any petition for involuntary bankruptcy of the Shipper. An exception may be made for a Shipper which is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act if Overthrust is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future actually to make payment.

(5) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.

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(6) Whether Shipper has or has had any delinquent balances outstanding for services provided previously by Overthrust and whether Shipper is paying and has paid its account balances according to the terms established in its service agreements (excluding amounts as to which there is a good faith dispute).

(7) The nature of the Shipper's business and the effect on that business of general economic conditions and economic conditions specific to it, including Shipper's ability to recover the costs of Overthrust's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

(8) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the contract.

(9) Information which Overthrust may request to be provided by Shipper to Overthrust in connection with such a credit evaluation includes the following:

a. Audited Financial Statements;

b. Annual Reports;

c. Most recent statements filed with the Securities and Exchange Commission (or an equivalent authority) or other similar publicly available information;

d. For public entities, the most recent publicly available interim financial statements, with an attestation by its Chief Financial Officer, Controller, or equivalent (CFO) that such statements constitute a true, correct, and fair representation of the Shipper's financial condition prepared in accordance with Generally Accepted Accounting Principles (GAAP) or equivalent;

e. For non-public entities, including those that are state-regulated utilities, the most recent available interim financial statements, with an attestation by its CFO that such statements constitute a true, correct, and fair representation of the Shipper's financial condition prepared in accordance with GAAP or equivalent;

f. For non-public entities, including those that are state-regulated utilities, any existing sworn filings, including the most recent available interim financial statements and annual financial reports filed with the respective regulatory authority, showing the Shipper's current financial condition;

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- g. For any state-regulated utility local distribution company, documentation from its state regulatory commission (or equivalent authority) of an authorized cost recovery mechanism;
- h. List of affiliates, parent companies, and subsidiaries;
- i. Publicly available credit reports from credit and bond rating agencies;
- j. Private credit ratings, if obtained by the Shipper;
- k. Bank references;
- l. Trade references;
- m. Statement of legal composition;
- n. Statement of the length of time the business has been in operation; and
- o. Such other information as may be mutually agreed to by the parties.

(v) If Overthrust concludes that a Shipper is noncreditworthy, Overthrust shall notify Shipper within ten (10) Days after that determination is made. If requested by Shipper, Overthrust shall provide a written explanation of the reasons for this determination. A Shipper may challenge this determination by providing a written rebuttal to Overthrust's explanation within ten (10) Days after the explanation is provided by Overthrust. Overthrust shall respond to such a rebuttal in writing within ten (10) Days. Any re-evaluation of credit by Overthrust in response to such a rebuttal by the Shipper shall be based on the credit criteria set out in this Section.

(vi) (1) If Overthrust requests additional information to be used for credit evaluation after the initiation of service, Overthrust, contemporaneous with the request, shall provide its reasons for requesting the additional information to Shipper and designate to whom the response should be sent. (Overthrust and Shipper may mutually agree to waive this requirement.) Upon receipt of either an initial or follow-up request from Overthrust for information to be used for creditworthiness evaluation, Shipper's authorized representative shall acknowledge receipt of Overthrust's request. (Overthrust and Shipper may mutually agree to waive the requirements of this standard.) Shipper's authorized representative shall respond to Overthrust's request for credit information, as allowed by this Tariff, on or before the due date specified in the request.

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(2) Shipper shall provide all the credit information requested by Overthrust or provide the reasons why any of the requested information was not provided. Upon receipt from Shipper of all credit information provided pursuant hereunder, Overthrust shall notify Shipper's authorized representative that it has received such information. (Overthrust and Shipper may mutually agree to waive this requirement.)

(3) Shipper shall designate up to two representatives who are authorized to receive notices regarding Shipper's creditworthiness, including requests for additional information pursuant to the applicable standards, and shall provide to Overthrust the internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses are to be provided via internet e-mail, unless otherwise agreed to by the parties. The obligation of Overthrust to provide creditworthiness notifications is waived until the above requirement on designation of representatives has been met.

(4) Overthrust shall designate, on its Interactive Website or in written notices to Shipper, the internet e-mail addresses of up to two representatives who are authorized to receive information regarding Shipper's creditworthiness. Shipper's obligation to provide confirmation of receipt of notices requesting such information is met by sending such confirmation to such representatives. In complying with the creditworthiness related notifications pursuant hereto Shipper and Overthrust may mutually agree to other forms of communication in lieu of internet email notifications.

(b) (i) If a Shipper fails to satisfy the credit criteria, such Shipper may still obtain or continue service hereunder on existing facilities if it elects one of the following options:

(1) Payment in advance of all fees and charges for three (3) Months' advance service;

(2) A standby irrevocable letter of credit covering all fees and charges for three (3) Months' advance service drawn upon a bank acceptable to Overthrust;

(3) Security interest covering all fees and charges for three (3) Months' advance service in collateral provided by the Shipper found to be satisfactory to Overthrust; or

(4) Guarantee of all fees and charges for three (3) Months' advance service by a person or another entity which does satisfy the credit appraisal.

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(ii) Nothing herein shall be read to preclude Overthrust from requiring, and enforcing for the term of the initial contracts, more than three (3) Months of fees and charges for advance service as security in agreements supporting an application for a certificate to construct new or expanded facilities. For purposes of this paragraph, the term "initial contract" shall include any replacement contract entered into upon a permanent release of Capacity under an initial contract.

(c) Where a Shipper selects the prepayment option under § 10.1(b) of these General Terms and Conditions, the prepayment amounts shall be deposited in an interest-bearing escrow account if such an escrow account has been established by the Shipper which meets the criteria set out in this paragraph. The costs of establishing and maintaining the escrow account shall be borne by the Shipper. The escrow bank must be rated at least AA or better and shall not be affiliated with the Shipper. The escrow arrangement shall provide for the prepayment amounts to be applied against the Shipper's obligation under its service agreements with Overthrust and shall grant Overthrust a security interest in such amounts as an assurance of future performance. The escrow agreement shall specify the permitted investments of escrowed funds so as to protect principal, and shall include only such investment options as corporations typically use for short-term deposit of their funds. Such escrow account shall at all times maintain the amount of prepayment required under § 10.1(b) of these General Terms and Conditions. If Overthrust is required to draw down the funds in escrow, it will notify the Shipper and the Shipper must replenish such funds within three (3) Business Days after such notice.

(d) Overthrust's credit appraisal procedures involve the establishment of dollar credit limits on a standardized, nondiscriminatory basis. To the extent that a Shipper's accounts with Overthrust do not exceed such limit, and Shipper has met all creditworthiness requirements as determined in periodic credit reviews by Overthrust, which reviews may be conducted on at least an annual basis, no new credit appraisals shall be required when an existing Agreement is amended or a request for a new Agreement is made, provided that Shipper's payment history has been satisfactory and there is no bona fide basis for questioning Shipper's creditworthiness, subject to the provisions of § 10.2 of these General Terms and Conditions.

(e) Notwithstanding the provisions of § 10.1(b), above, in the event Overthrust constructs new facilities to provide service, in whole or in part, to a Shipper, Overthrust may require from the Shipper security in an amount up the Shipper's pro rata share of the cost of such facilities. Security hereunder may be in any of the forms available under § 10.1(b) of these General Terms and Conditions, at Shipper's choice. Overthrust is only permitted to recover the cost of facilities once, either through rates or through this provision. As Overthrust recovers the cost of these facilities

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through its rates, the security required shall be reduced accordingly. Where facilities are constructed to serve multiple Shippers, an individual Shipper's obligation hereunder shall be for no more than its proportionate share of the cost of the facilities. This provision is in addition to and shall not supersede or replace any other rights that Overthrust may have regarding the construction and reimbursement of facilities.

(f) Overthrust shall not take any action under this §10.1 which conflicts with any order of the U.S. Bankruptcy Court.

10.2 Deterioration of Credit.

(a) (i) If at any time Overthrust reasonably determines, based on adequate information available to it, that a Shipper is no longer creditworthy under this § 10 of these General Terms and Conditions, or if Shipper fails to maintain assurance of future performance under this § 10 of these General Terms and Conditions, Overthrust may notify such Shipper in writing (which writing shall set forth the basis for Overthrust's decision) that it has five (5) Business Days to provide Overthrust with security consistent with this § 10 of these General Terms and Conditions. Such security shall be adequate to cover all charges for one Month's advance service.

(ii) In addition, within thirty (30) Days after such notification, the Shipper must fully comply with the means for adequate assurance of future performance, covering three (3) full Months of advance service from the end of such 30-Day notice period, as provided under this § 10 of these General Terms and Conditions. If the Shipper has not satisfied the requirements in either of the prior two (2) sentences by the end of the specified notice period, Overthrust may immediately suspend service to Shipper. Overthrust may terminate service once it has complied with the procedures set forth further in this Section below, including the requisite prior notice.

(iii) If Overthrust does not have sufficient information to determine whether a Shipper is creditworthy, it may request additional information in writing from the Shipper consistent with this § 10 of these General Terms and Conditions, and Shipper must provide such information within five (5) Business Days. If Shipper fails to provide the requested information or if Overthrust determines that the Shipper is not creditworthy based on such information, §10.2(a)(i) of these General Terms and Conditions shall apply for suspension of service and §10.2(d) shall apply for termination of service.

(b) Any suspension of service hereunder may continue until Overthrust is reasonably satisfied that Shipper is creditworthy under this § 10 of these General Terms and Conditions, until Shipper has provided adequate assurance of future performance under this §10, or until Overthrust terminates service under §10.2(d) below.

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(c) At any time after a Shipper is determined to be non-creditworthy by Overthrust, Shipper may initiate a creditworthiness re-evaluation by Overthrust. Such re-evaluation shall be performed consistent with this § 10 of these General Terms and Conditions. As part of Shipper's re-evaluation request, Shipper must either update or confirm in writing the prior information provided to Overthrust related to Shipper's creditworthiness. Such update should include any events that Shipper believes could lead to a material change in Shipper's creditworthiness. After Overthrust's receipt of Shipper's request for re-evaluation, including all required information specified above, within five (5) Business Days, Overthrust shall provide a written response to Shipper's request. Such written response should include either a determination of creditworthiness status, clearly stating the reasons for Overthrust's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event should such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of Shipper's request unless specified in this Tariff or if the parties mutually agree to some later date. If Overthrust determines that Shipper is now creditworthy, any security required under § 10 of these General Terms and Conditions shall be terminated and any prepayment amounts (including any applicable interest) shall be released to Shipper from escrow within five (5) Business Days after such determination.

(d) In addition to or in lieu of suspension, Overthrust may terminate service if the Shipper fails to provide adequate assurance of future performance consistent with this § 10 of these General Terms and Conditions. Any such termination requires thirty (30) Days' prior notice to Shipper and to the Commission. Such notice may be given simultaneously with the notice provided for under § 10.1(b), above. To avoid termination, the Shipper must satisfy the requirements of § 10.1(b) of these General Terms and Conditions within this notice period.

(e) Overthrust may not assess reservation charges to a Shipper for suspended service and a Shipper may not release or recall firm Capacity under service which has been suspended.

(f) In addition to any prior notice provided for above, Overthrust shall simultaneously notify the Commission in writing of any suspension or termination of service under this §10.2.

(g) Overthrust may not take any action under this §10.2 which conflicts with any order of the U.S. Bankruptcy Court.

10.3 In order to obtain an Agreement under Rate Schedule FT, a Shipper must sign a consent and agreement, in a form acceptable to Overthrust, to pay all charges under the Agreement to the agent designated by Overthrust's lenders in the event the Shipper is notified that an event of default has occurred under Overthrust's loan agreement.

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11. PRIORITY, INTERRUPTION OR CURTAILMENT OF SERVICE

11.1 Priority of Service. Shippers receiving or requesting service on Overthrust's system shall be entitled to service subject to the availability of pipeline capacity on Overthrust's system in the following order of declining priority:

(a) All firm transportation service provided at primary receipt and delivery points.

(b) All firm transportation service provided at alternate receipt and delivery points that are within the flow path described by the service agreement primary receipt and delivery points. If two or more Shippers have the same priority, available capacity will be prorated on the basis of their RDC.

(c) All firm transportation service provided at alternate receipt and/or delivery points that are outside the flow path described by the service agreement primary receipt and delivery points and any backhauls. If two or more Shippers have the same priority, available capacity will be prorated on the basis of their RDC.

(d) All interruptible transportation service by rate paid from highest to lowest. Where two or more Shippers are paying the same rate, available capacity shall be scheduled pro rata based on each Shipper's daily nominations.

(e) All authorized overrun transportation service prorated based on the amount requested by each Shipper.

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11.2 Interruption and Curtailment of Service.

(a) If Overthrust is unable on any day to serve all of its Shippers, interruption or curtailment of service shall be instituted in sequence in reverse order of priority of service specified in this section.

(b) Any interruptible Shipper paying a discounted rate, if subject to interruption, may elect to pay a higher rate up to the maximum rate to avoid or reduce the possibility of interruption. If Shipper so elects, then interruption shall be according to § 11.1(f) or (g), whichever is appropriate. If two or more Shippers are paying the same discounted rate, then the interruption shall be prorated based on each Shipper's scheduled daily quantities.

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(c) Once gas has been scheduled, all firm Shippers will be curtailed pro rata regardless of whether those Shippers are using primary or alternate receipt and delivery points.

11.3 Overthrust shall provide Shipper as much advance notice of interruption as is possible under the circumstances in order to permit Shipper to make the election available under § 11.2(b). Overthrust will support notification, to be designated by Shipper, through the following channels: (1) available on Questline's shipper web reports and/or (2) up to two internet e-mail addresses provided by shipper or (3) additional electronic notification specified by shipper. Such notice shall state the discounted rates being paid by other Shippers, the quantities being transported at such rates and the estimated reduced quantities of gas that can be transported.

11.4 Overthrust shall have the right, without liability to Shipper, to interrupt or curtail the transportation of gas for Shipper for reasons of force majeure; or when necessary, to test, alter, modify, enlarge or repair any facility or property comprising a part of, or appurtenant to, Overthrust's pipeline system, or otherwise related to the operation thereof. Overthrust shall endeavor to cause a minimum of inconvenience to Shipper because of such interruptions.

12. USE OF RECEIPT AND DELIVERY POINTS

12.1 Designation of primary receipt and delivery points. Shipper's primary receipt points must be assigned by the Shipper to corresponding delivery points, subject to available capacity. The total RDC assigned to Shipper's receipt points must equal the RDC assigned to the corresponding delivery point. The sum of the receipt point RDC and delivery point RDC must equal the RDC shown in Shipper's Rate Schedule FT service agreements. The sum of the firm Shipper's primary receipt and delivery point capacities may not exceed the Shipper's total RDC.

12.2 Adding and deleting points or changing capacity at primary receipt and delivery points.

(a) A firm Shipper may add and delete primary receipt and delivery points and increase or decrease its RDC at primary receipt and delivery points, subject to available capacity, by amending its transportation service agreement. A firm Shipper that requests primary firm capacity at a new receipt or delivery point must either (1) release an equivalent capacity at one or more existing receipt or delivery points or (2) request and pay for additional primary capacity.

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(b) Amendment requests for existing transportation service agreements shall be posted no later than 9:00 a.m. the day nominations are due. Overthrust will evaluate amendment requests in a timely manner except as limited by § 7.12.

(c) Approved requests to change primary receipt or delivery points or Shipper's RDC will be posted on Questline by 10:00 a.m. on the third business day following the amendment request date except for limitations explained in § 7.12, which will be posted the third business day following the bid period.

(d) Overthrust will not allow amendments to contracts if the result of the requested amendment impairs Overthrust's ability to provide firm service. Any capacity at receipt and delivery points that becomes available through the expiration of a firm transportation agreement will be sold according to the bidding procedures outlined in §§ 7 and 9, and shall not be available for primary receipt or delivery point changes unless Overthrust, without undue discrimination, agrees otherwise.

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12.3 Flexible use of alternate receipt and delivery points. A firm Shipper, or any replacement Shipper, may flex to or use any receipt or delivery point on an alternate basis at which capacity is available. However, a replacement Shipper may not add or delete primary receipt and delivery points or change Shipper's RDC at primary receipt and delivery points unless the terms of Shipper's release allow for such.

12.4 Priority at alternate receipt and delivery points. A Shipper's priority at alternate points shall be determined according to § 11.

12.5 Nominations to and rights of firm and replacement Shippers at alternate points. A firm or replacement Shipper must follow Overthrust's nomination procedures to flex to alternate receipt and delivery points. A firm or replacement Shipper's right to service at alternate receipt and delivery points shall be subordinate to the primary rights of other firm Shippers at those points, but as provided by § 11 to this tariff, will have priority over interruptible transportation and authorized overrun service.

12.6 Right of Shippers to renominate if bumped. If a firm Shipper or replacement Shipper's nomination at a receipt or delivery point requires bumping of an interruptible Shipper currently using that receipt or delivery point, Overthrust will notify the interrupted Shipper and allow that Shipper to nominate the requested transportation volumes at another receipt or delivery point subject to the intra-day nomination procedures set forth in § 15 of these General Terms and Conditions.

12.7 Availability of receipt and delivery point information. Replacement Shippers may obtain information through Questline or Overthrust's web site regarding Overthrust's ability to provide transportation service between the receipt and delivery points desired by the replacement Shipper.

13. MEASUREMENT

13.1 References. The following reports and standards stated in this § 13 will be used by Overthrust when applying measurement practices. Overthrust may adopt updates to these reports and standards, as amended from time to time.

American Gas Association, AGA Report No. 3, Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids, Part 2, Specification and Installation Requirements (AGA Report No. 3, Part 2).

American Gas Association, ANSI B109.3, Rotary-Type Gas Displacement Meters (AGA ANSI B109.3).

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American Gas Association, Compressibility Factors of Natural Gas and Other Related Hydrocarbon Gases, Transmission Measurement Committee Report No. 8 (AGA Report No. 8).

American Gas Association, Measurement of Gas by Multipath Ultrasonic Meters, Transmission Measurement Committee Report No. 9 (AGA Report No. 9).

American Gas Association, Measurement of Gas by Turbine Meters, Transmission Measurement Committee Report No. 7 (AGA Report No. 7).

American Petroleum Institute, Manual of Petroleum Measurement Standards Chapter 14, Natural Gas Fluids Measurement, Section 1, Collecting and Handling of Natural Gas Samples for Custody Transfer (API Chapter 14.1).

American Petroleum Institute, Manual of Petroleum Measurement Standards Chapter 14, Natural Gas Fluids Measurement, Section 3, Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids, API Standard 2530 (API Chapter 14.3).

American Petroleum Institute, Manual of Petroleum Measurement Standards Chapter 21, Flow Measurement Using Electronic Metering Systems, Section 1, Electronic Gas Measurement (API Chapter 21.1).

Gas Processors Association Standard 2145-03, Table of Physical Constants for Hydrocarbons and Other Compounds of Interest to the Natural Gas Industry (GPA Standard 2145-03).

Gas Processors Association Standard 2172-96, Calculation of Gross Heating Value, Relative Density and Compressibility Factor for Natural Gas Mixtures from Compositional Analysis (GPA Standard 2172-96).

Gas Processors Association Standard 2261-00, Analysis for Natural Gas and Similar Gaseous Mixtures by Gas Chromatography (GPA Standard 2261-00).

13.2 Use of Measurement. Unless otherwise agreed to by Overthrust, Overthrust will install, maintain and operate all measurement stations, which shall be equipped with electronic flow computers or conventional chart recorders and other measurement equipment. The interconnecting operator may install check measurement equipment at its own cost and expense if the equipment is installed in accordance with Overthrust's specifications and in a manner that will not interfere with the operations of Overthrust. Gas volumes determined according to this section will be used for billing, balancing, and calculation of fuel use and lost and unaccounted-for gas, etc.

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13.3 Unit of Measurement and Metering Base. The standard reporting basis for Btu is 14.73 psia and 60 degrees F (101.325 kPa, and 15 degrees C, and dry). The standard reporting basis for gigacalorie is 1.035646 Kg/cm² and 15.6 degrees C and dry. The standard reporting basis for gas volumes is cubic foot at standard conditions of 14.73 psia, and 60 degrees F, and dry. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa and 15 degrees C, and dry (NAESB 2.3.9).

13.4 Atmospheric Pressure. For the purpose of measurement, calculation and meter calibration, the average absolute atmospheric (barometric) pressure will be based on the actual altitude at each point of measurement irrespective of variations in natural atmospheric pressure from time to time. When electronic computer measurement is used, the gas pressure will be measured directly, using a pressure measuring device for continuous input to the electronic computer.

13.5 Flowing Temperature. The temperature of the gas will be determined at the points of measurement by means of a properly installed recording thermometer or continuous electronic transducer input to a computer (of standard manufacture selected by Overthrust). When used with orifice meters, the gas temperature device shall be installed and operated, and the gas temperature quantities computed, in accordance with AGA Report No. 3, Part 2, API Chapter No. 21.1, and API Chapter 14.3. When used with turbine meters, the gas temperature device shall be installed and operated, and the gas temperature quantities computed, in accordance with AGA Report No. 7 and API Chapter 21.1. When used with rotary meters, the gas temperature device shall be installed and operated, and the gas temperature quantities computed, in accordance with AGA ANSI B109.3 and API Chapter 21.1. When used with ultrasonic meters, the gas temperature device shall be installed and operated, and the gas temperature quantities computed, in accordance with AGA Report No. 9 and API Chapter No. 21.1.

13.6 Gross Heating Value and Specific Gravity.

(a) The determination of gross heating value and specific gravity will be made from the composition by calculation using physical gas constants for gas compounds as outlined in GPA Standard 2145-03 and GPA Standard 2172-96, with any subsequent amendments or revisions that Overthrust may adopt.

(b) Installation, maintenance, and operation of on-line chromatographs or laboratory chromatographs, including sample delivery systems, and composite sample systems, will conform with API Chapter 14.1, and GPA Standard 2261-00 with any subsequent amendments or revisions.

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(c) If an on-line gas chromatograph is used, the gross heating value, specific gravity and components for all gas will be determined during the applicable sampling period at that site. Gross heating values, specific gravities and components determined from each analysis will be used in calculating gas on a continuous basis.

(d) If a continuous gas sampling device is used, gross heating value, specific gravity and components for all gas will be determined not less than once every month at that site. Gross heating values and specific gravities determined from spot samples will be used in calculating gas delivered for the day on which the test is made and all following days until the next test is made.

13.7 Supercompressibility. The measurement of gas will be corrected for deviation from Boyle's Law at the pressures and temperatures under which gas is measured by use of the calculation appearing in AGA Report No. 8 at each of the points where the gas is received and delivered as supplemented or amended. Inert content of the metered gas stream used in the AGA Report No. 8, Gross I, Method I, calculations will be determined by a chromatographic analysis using spot sampling when deliveries begin and thereafter by (i) an on-line chromatographic analysis, (ii) chromatographic analysis not less than semiannually or (iii) analysis obtained from a composite sample.

13.8 Measurement. Overthrust may install orifice, turbine, positive displacement, ultrasonic meters or other measuring devices. They will be installed and operated in accordance with then-approved AGA and API recommendations, where available.

(a) Orifice Meters. All orifice meters will be installed and gas volumes computed according to the standards prescribed in AGA Report No. 3, Part 2 and API Chapter 14.3.

(b) Turbine Meters/Positive Displacement Meters. All turbine meters will be installed and gas volumes computed according to the standards prescribed in AGA Report No. 7 and AGA ANSI B109.3.

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(c) Ultrasonic Meters. All ultrasonic meters will be installed and gas volumes computed according to the standards prescribed in AGA Report No. 9.

(d) Square Root Error. If unacceptable square root error or gauge line error is caused by an interconnecting company's equipment or by a shipper on the interconnecting company pipeline, Overthrust will refuse to accept gas from the interconnecting pipeline at that location until the problem is corrected. Unacceptable square root error is defined to be equal to or greater than 0.5%. If there is a disagreement over the degree of error between Overthrust and the operator of the source, a mutually agreeable independent third-party will be requested to determine the source and degree of error. The party deemed responsible for the pulsation source will incur all costs for the consultation and the installation of remedial devices or filtering equipment, as necessary.

(e) New Standards. Overthrust may adopt the most recent edition of: API Chapter 14.3; AGA Report No. 3, Part 2; AGA Report No. 7; and AGA Report No. 9.

13.9 New Measurement Techniques. If a new method or technique is developed for gas measurement, the new method or technique may be substituted by Overthrust. Overthrust will promptly inform all Shippers of any new techniques adopted.

13.10 Rights Concerning Measurement Equipment.

(a) Overthrust and the operator of any interconnecting facility, in the presence of each other or their contractually designated representative, may have access to the other's measurement equipment at all reasonable times for installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's measurement equipment. Only the party owning the equipment may perform these operations, unless otherwise agreed. The failure of either party to witness such operations will not affect the validity of the operations.

(b) The records from measurement equipment will remain the property of the party owning the equipment, but within ten days of a request, each will permit the other party to inspect its records and data, together with related calculations.

(c) The measurement equipment of the operator of the interconnecting facility will be for check purposes only and, except as expressly provided in these General Terms and Conditions, will not be used in the custody measurement of gas.

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13.11 Calibration and Test of Measurement Equipment. Overthrust will verify the accuracy of all measurement equipment at reasonable intervals. Overthrust will provide notice of regular inspections and calibrations of measurement equipment and any routine orifice plate changes to the operators of the interconnecting facilities, and the operators or other contractually designated representative of shippers may attend the inspections or plate changes. Overthrust shall not be required to verify the accuracy of its equipment more frequently than once in a 90-day period. In the event an operator of an interconnecting facility or their contractually designated representative notifies Overthrust that it desires a special test of any of Overthrust's measurement equipment, the parties shall cooperate to secure prompt verification of the accuracy of such equipment. Any operator of an interconnecting facility or their contractually designated representative requesting such a special test of Overthrust's measurement equipment shall bear Overthrust's out-of-pocket costs of the test if the equipment is found to be accurate within two percent (2%).

13.12 Correction of Measurement Errors. If any measurement equipment is found to be inaccurate, the equipment will be adjusted immediately to measure accurately. If the measurement equipment in the aggregate is found to be inaccurate by two percent (2%) or more at a recording corresponding to the average hourly rate of gas flow for the period since the last preceding test, any payments based upon inaccurate measurement will be corrected at the rate of such inaccuracy for any period that is known definitely or agreed upon. In the case where the period is not known or agreed upon, such correction will be for a period extending over one half of the time elapsed since the date of the last test.

13.13 Failure of Measurement Equipment. If any measurement 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 will be estimated and agreed to by the parties upon the first of the following methods that is feasible:

(a) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation, or, in the absence of (a);

(b) By using the registration of any check meter or meters, if installed and accurately registering, or, in the absence of (a) and (b);

(c) By estimating the quantity of gas received or delivered based on receipts or deliveries during preceding periods under similar conditions when the measurement equipment was registering accurately.

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13.14 Preservation of Records. Overthrust will retain data as may be required by appropriate authority.

13.15 Measurement Data Corrections. Measurement data corrections will be processed within six months of the production month with a three-month rebuttal period. This standard will 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.

13.16 Cut Off. The cut off for the closing of measurement is five business days after the business month.

14. QUALITY OF GAS

14.1 Heat Content. The gas delivered at each of the points of receipt and delivery shall contain a gross heating value of not less than 950 Btus per cubic foot nor more than 1,150 Btus per cubic foot.

14.2 Merchantability. The gas 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 Overthrust. The gas shall also be free of all matter that is deemed hazardous or toxic and is subject to regulation by the Environmental Protection Agency or any State agency having similar jurisdiction or authority.

14.3 Hydrogen Sulfide. The gas shall not contain more than .25 grain of H₂S per 100 cubic feet.

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First Revised Sheet No. 83 First Revised Sheet No. 83 : Effective
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14.4 Total Sulfur. The gas shall not contain more than 5 grains of total sulfur per Mcf, of which not more than 2 grains shall be mercaptan sulfur.

14.5 Oxygen. The gas shall not at any time have an oxygen content in excess of ten parts per million by volume, and the parties shall make every reasonable effort to keep the gas free of oxygen.

14.6 Temperature. The gas shall be delivered at a temperature not in excess of 120 degrees Fahrenheit or less than 35 degrees Fahrenheit.

14.7 Inert Substances. The gas shall not contain inert substances of more than three percent by volume.

14.8 Water Vapor. The gas shall not contain water vapor in excess of five pounds per million cubic feet.

14.9 Cricondentherm Hydrocarbon Dew Point (CHDP).

(a) CHDP Limit - Overthrust will accept all deliveries of natural gas with a CHDP equal to or less than 15 degrees Fahrenheit provided that such gas satisfies all other applicable provisions of Overthrust's FERC Gas Tariff.

(b) CHDP Operating Limit - Overthrust may, from time to time, as operationally feasible, establish and post on its internet web site a CHDP Operating Limit that is higher than the CHDP Limit for natural gas received into its system on specified CHDP zones. Overthrust's ability to establish and post higher CHDP Operating Limits for particular zones will depend on operating characteristics such as pressures and temperatures, blending capability of prevailing and expected gas supplies and proximity to downstream city-gates and interconnecting pipelines.

(c) Overthrust shall not be obligated to accept gas into its system that exceeds the posted CHDP Operating Limit. Establishment of CHDP Operating Limits shall not be deemed to negate, reduce or limit Overthrust's authority to issue Operational Flow Orders. To the extent operationally practicable, Overthrust may waive its posted CHDP Operating Limit for gas received from certain points on its system provided such waiver is made on a non-discriminatory basis.

14.10 CHDP Operating Limit Posting Procedure.

(a) Overthrust may post a CHDP Operating Limit at or above the CHDP Limit for each CHDP zone. The posted CHDP Operating Limit will apply to all receipt points within that CHDP zone. CHDP zones will be identified on Overthrust's Internet web site. Overthrust will provide as much prior notice of changes to its CHDP Operating Limits as possible and attempt to provide at least two days notice prior to the Cycle One nomination deadline. However, Overthrust may reduce the CHDP Operating Limit to the CHDP Limit at any time without notice, when operationally necessary. In such event, Overthrust will post a critical notice on its Internet web site.

GENERAL TERMS AND CONDITIONS

14.4 Total Sulfur. The gas shall not contain more than 5 grains of total sulfur per Mcf, of which not more than 2 grains shall be mercaptan sulfur.

14.5 Oxygen. The gas shall not at any time have an oxygen content in excess of ten parts per million by volume, and the parties shall make every reasonable effort to keep the gas free of oxygen.

14.6 Temperature. The gas shall be delivered at a temperature not in excess of 120 degrees Fahrenheit or less than 35 degrees Fahrenheit.

14.7 Inert Substances. The gas shall not contain inert substances of more than three percent by volume, of which carbon dioxide may not exceed two percent by volume.

14.8 Water Vapor. The gas shall not contain water vapor in excess of five pounds per million cubic feet.

14.9 Cricondentherm Hydrocarbon Dew Point (CHDP).

(a) CHDP Limit - Overthrust will accept all deliveries of natural gas with a CHDP equal to or less than 15 degrees Fahrenheit provided that such gas satisfies all other applicable provisions of Overthrust's FERC Gas Tariff.

(b) CHDP Operating Limit - Overthrust may, from time to time, as operationally feasible, establish and post on its internet web site a CHDP Operating Limit that is higher than the CHDP Limit for natural gas received into its system on specified CHDP zones. Overthrust's ability to establish and post higher CHDP Operating Limits for particular zones will depend on operating characteristics such as pressures and temperatures, blending capability of prevailing and expected gas supplies and proximity to downstream city-gates and interconnecting pipelines.

(c) Overthrust shall not be obligated to accept gas into its system that exceeds the posted CHDP Operating Limit. Establishment of CHDP Operating Limits shall not be deemed to negate, reduce or limit Overthrust's authority to issue Operational Flow Orders. To the extent operationally practicable, Overthrust may waive its posted CHDP Operating Limit for gas received from certain points on its system provided such waiver is made on a non-discriminatory basis.

14.10 CHDP Operating Limit Posting Procedure.

(a) Overthrust may post a CHDP Operating Limit at or above the CHDP Limit for each CHDP zone. The posted CHDP Operating Limit will apply to all receipt points within that CHDP zone. CHDP zones will be identified on Overthrust's Internet web site. Overthrust will provide as much prior notice of changes to its CHDP Operating Limits as possible and attempt to provide at least two days notice prior to the Cycle One nomination deadline. However, Overthrust may reduce the CHDP Operating Limit to the CHDP Limit at any time without notice, when operationally necessary. In such event, Overthrust will post a critical notice on its Internet web site.

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(b) Overthrust will provide as much notice as reasonably practical of any revisions to its CHDP zones. However, in no event will the notice be less than 30 days.

(c) For receipt points with online chromatographs, Overthrust shall post on its internet web site the prior gas day average and maximum calculated CHDP at each receipt point. For receipt points without online chromatographs, once per month Overthrust shall post on its internet web site the average and maximum calculated CHDP at each receipt point for the prior month period. Compliance with CHDP limits will be determined based on calculated current flowing CHDP temperatures.

(d) CHDP Calculation. Overthrust shall perform the CHDP calculations using an industry recognized equation of state and natural gas chromatograph compositional analysis through C9. In the event of a dispute over calculated CHDP temperature at a given receipt point, Overthrust's calculated value shall control unless the disputing party can clearly identify the cause of the error.

14.11 Shipper's Failure to Meet Specifications. Should any gas tendered for receipt by Overthrust fail at any time to conform to any of the specifications of this tariff, Overthrust shall have the right, upon notification to Shipper, to refuse to accept all or any portion of such non-conforming gas until such time as Shipper demonstrates to Overthrust's satisfaction that the gas meets Overthrust's quality specifications. Such refusal by Overthrust to receive non-conforming gas shall not relieve Shipper of any of its obligations under this tariff. Overthrust may, on a nondiscriminatory basis, elect to receive non-conforming gas in such quantities and for such time periods as Overthrust determines will not jeopardize its ability to meet its obligations to its customers or endanger the safe operation of its transportation system.

14.12 Quality of Overthrust's Deliveries. Overthrust shall not be required to process, treat or otherwise condition Shippers' gas to meet the quality specifications of downstream pipelines or end users, including Shipper. Overthrust shall deliver to Shipper gas which meets the quality specifications set forth in §§ 14.1 through 14.10.

14.13 Commingling. Gas received from Shipper will be commingled with the gas of other Shippers in the system. Accordingly, the gas of Shipper shall be subject to such changes in gross heating value per cubic foot and other specifications as may result from such commingling.

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GENERAL TERMS AND CONDITIONS

15. SCHEDULING OF GAS RECEIPTS AND DELIVERIES

15.1 Daily Scheduling. Overthrust is located in the Mountain Time zone, which is one hour earlier than the Central Clock Time listed below.

Except for intra-day nominations, all nominations shall be considered original nominations and must 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.

All nominations shall include Shipper-defined begin dates and end dates. All nominations, excluding intra-day nominations, shall have roll-over options. Specifically, Shippers shall 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. Nominations received after nomination deadline shall be scheduled after the nominations received before the nomination deadline.

All parties shall support a seven-days-a-week, twenty-four-hours-a-day Questline service. It is recognized that the success of seven days a week, twenty-four-hours-a-day Questline service is dependent on the availability of affected parties' scheduling personnel on a similar basis. Party contacts need not be at their ordinary work sites, but shall be available by telephone or pager. Shippers may tender nominations via facsimile transmission during system down time.

Third Party Account Administrators (3PAD) wishing to provide title transfer tracking (TTT) services on Overthrust's system shall notify Overthrust in writing. If the terms are acceptable to both parties, Overthrust and the 3PAD will enter into an agreement that will describe the points where TTT transactions will be processed by the 3PAD and the coordination of activities between the 3PAD and Overthrust.

A Shipper's nomination of gas to be transported commencing at 9:00 a.m. Central Clock Time each day shall conform to NAESB Standard 1.3.2(i)-(v). Overthrust will support the following standard nomination cycles:

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(a) Day Prior to Gas Flow (Central Clock Times):

(i) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Overthrust; noon to send quick response; 3:30 p.m. for receipt of completed confirmations by Overthrust from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Shipper and point operator.

(ii) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by Overthrust; 6:30 p.m. to send quick response; 9:00 p.m. for receipt of completed confirmations by Overthrust from upstream and downstream connected parties; 10:00 p.m. for Overthrust to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties).

Scheduled quantities resulting from an evening nomination that do not cause another Shipper on Overthrust's system to receive notice that it is being bumped will be effective at 9:00 a.m. on gas day; and when an evening nomination causes another Shipper on Overthrust's system to receive notice that it is being bumped, the scheduled quantities shall be effective at 9:00 a.m. on gas day.

(b) Day of Gas Flow (Central Clock Times):

(i) The Intraday 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Overthrust; 10:30 a.m. to send quick response; 1:00 p.m. for receipt of completed confirmations by Overthrust from upstream and downstream connected parties; 2:00 p.m. for Overthrust to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties). Scheduled quantities resulting from intraday 1 nominations shall be effective at 5:00 p.m. on gas day.

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(ii) The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Overthrust; 5:30 p.m. to send quick response; 8:00 p.m. for receipt of completed confirmations by Overthrust from upstream and downstream connected parties; 9:00 p.m. for Overthrust to provide scheduled quantities to affected Shippers and point operators. Scheduled quantities resulting from Intraday 2 nominations shall be effective at 9:00 p.m. on gas day. Bumping is not allowed during the Intraday 2 nomination cycle.

(iii) For purposes of 15.1(a)(ii) and (b)(i) and (ii) above, "provide" shall mean, for transmittals pursuant to standards 1.4.1 through 1.4.7, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

(iv) An interstate pipeline company holding a firm transportation service agreement on Overthrust will be given an additional 15 minutes, beyond the applicable NAESB WGQ EDI nomination deadlines, to submit nominations under its firm transportation service agreement so long as the nominations are submitted through EDI.

15.2 Intra-day Nomination Requirements.

(a) As required by 18 C.F.R. § 284.12(b)(1)(i)(A) (2004), Overthrust shall (i) give scheduling priority to any intra-day nomination submitted by a firm Shipper over nominated and scheduled quantities for interruptible Shippers, (ii) provide the interruptible Shipper with advance notice of any reduction in its scheduled quantities resulting from an intra-day nomination by a firm Shipper and (iii) notify the interruptible Shipper whether penalties will apply on the day its scheduled quantities are reduced. The above does not apply in the Intraday 2 Nomination Cycle where bumping does not occur.

(b) Overthrust will provide notification of bumping through the following channels, to be designated by shipper: (1) available on Questline's shipper web reports and/or (2) up to two internet e-mail addresses provided by shipper or (3) additional electronic notification specified by shipper.

(c) Overthrust will waive any penalties for bumped interruptible Shippers according to § 16.3 of these General Terms and Conditions.

(d) In accordance with 18 C.F.R. § 284.12(b)(1)(i)(B) (2004), an intra-day nomination submitted on the day prior to gas flow will take effect at the start of the gas day at 9:00 a.m. central clock time.

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15.3 Unconfirmed nomination procedures shall conform to NAESB Standard 1.3.22(i)-(iv) as follows:

(a) With respect to the timely nomination/ confirmation process at a receipt or delivery point, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the previously scheduled quantity should be the new confirmed quantity.

(b) With respect to the processing of requests for increases during the intraday nomination/confirmation process, 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.

(c) With respect to the processing of requests for decreases during the intraday nomination/confirmation process, 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.

(d) With respect to § 15.3 (a)-(c) above, if there is no response to a Request For Confirmation or an unsolicited Confirmation Response, Overthrust shall provide the Shipper with the following information to explain why the nomination failed, as applicable:

(i) Overthrust did not conduct the confirmation;

(ii) Shipper is told by Overthrust that the upstream confirming party did not conduct the confirmation;

(iii) Shipper is told by Overthrust that the upstream Shipper did not have the gas or submit the nomination;

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(iv) Shipper is told by Overthrust that the downstream confirming party did not conduct the confirmation;

(v) Shipper is told by Overthrust that the downstream Shipper did not have the market or submit the nomination.

This information shall be imparted to the Shipper on the Scheduled Quantity document.

15.4 Nomination Standards and Requirements.

(a) Intra-day nominations may be used to nominate new supply or market and request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. Intra-day nominations do not rollover (i.e., intra-day nominations span one day only). Intra-day nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if intra-day nomination modifies existing nomination.

(b) Overrun quantities shall be requested on a separate transaction.

(c) All nominations, including intra-day nominations, shall be based on a daily quantity; thus, an intra-day nominator need not submit an hourly nomination. Intra-day nominations shall include an effective date and time. The interconnected parties shall agree on the hourly flows of the intra-day nomination, if not otherwise addressed in transporter's contract or tariff.

16. BALANCING OF GAS

16.1 Overthrust will notify a Shipper upon determination that the Shipper's receipts and deliveries exceed a daily imbalance tolerance of $\pm 10\%$. After notification by Overthrust that an adjustment is necessary to keep its system in balance, a Shipper will be afforded reasonable opportunity to remedy its imbalance consistent with existing operational conditions. Overthrust will make daily imbalance information available through Questline each day for the prior gas day.

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If required to maintain operational stability and system integrity, Overthrust will adjust all receipts and deliveries on its system, even if shippers are within the $\pm 10\%$ imbalance tolerance limits.

Adjustments at each transmission transfer meter will be made according to the affected Shipper's operational balancing agreement (OBA) or pre-determined allocation arrangement (PDA) with operators upstream of Overthrust's transmission system. Absent written notice to Overthrust of an OBA or PDA reflecting agreement of all affected Shippers' deliveries of gas to Overthrust at a given transfer meter, adjustments will be made pro rata according to each Shipper's scheduled daily nomination. Overthrust must be notified immediately of any changes to an existing OBA or PDA. Shipper shall provide Overthrust a copy of any document effecting changes to an OBA or PDA immediately upon execution.

16.2 Monthly Balancing.

(a) A Shipper must maintain a monthly balance between net receipts (receipts less gas used, lost, gained or unaccounted-for gas) and deliveries within the $\pm 10\%$ imbalance tolerance.

(b) For the determination of monthly imbalances, Shippers' receipt or delivery volumes at each MAP point shall be allocated according to the upstream or downstream operator's operational balancing agreement (OBA) or pre-determined allocation (PDA). Absent an OBA or PDA, volumes will be allocated pro rata based on each Shipper's scheduled nomination.

(c) When adjustments become operationally necessary, adjustments at each MAP point will be determined according to the OBA or PDA in place at the time the volumes were received or delivered. Absent an OBA or PDA, adjustments will be pro rata according to each Shipper's daily scheduled nomination.

(d) Overthrust will make monthly imbalance information available to all Shippers through Questline on or before the 9th business day of each month following the month during which gas was transported. An imbalance statement will be tendered to Shipper with Shipper's monthly bill issued according to § 17 of these General Terms and Conditions.

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(e) At the end of each calendar month where Shipper's net transportation receipts (receipt Dth less gas used, lost, gained or unaccounted-for gas) do not equal deliveries on a Dth basis, the following procedures will apply:

(i) Shipper's imbalances under each FT and IT agreement will be netted together for monthly imbalance calculations. Each month on or before the 9th business day, Overthrust will provide imbalance statements and information on its website indicating the resulting monthly imbalance incurred in the prior month.

(ii) Following posting of the monthly imbalance for the prior month, Shippers will then have through the last day of the current month to remedy any imbalance exceeding the imbalance tolerance. To remedy an imbalance, Shippers will have the ability to trade imbalances pursuant to § 16.3 or pay back the imbalance in the current month pursuant to § 16.4.

(iii) At the end of the month in which the imbalance for the prior month was posted and after all imbalance trades and pay back have been entered, Shipper will be cashed out, pursuant to § 16.5, for any remaining imbalance that exceeds the imbalance tolerance.

16.3 Imbalance Trading.

(a) Shipper will be able to trade imbalances with other Shippers that have an imbalance that will reduce each Shipper's imbalance.

(b) All imbalance trading must be conducted through Questline. If Shipper desires to trade imbalances on Questline, Shipper must consent to Overthrust releasing to others on Questline Shipper's monthly imbalance information.

(c) Once Shippers have agreed to trade their imbalances, each Shipper must notify Overthrust by completing an imbalance trading notice on Questline. This notice to Overthrust will be deemed to be the Shipper's direction to Overthrust to make the imbalance trade on the Shipper's account. If the Shipper's notices coincide, Overthrust will adjust Shipper's accounts to reflect the imbalance trade.

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Original Sheet No. 92 Original Sheet No. 92 : Effective

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(d) Shippers are responsible for making whatever arrangements they deem necessary to finalize and document the imbalance trade among themselves.

(e) Overthrust shall not be liable for any losses incurred by a Shipper if a Shipper is unable to complete an imbalance trade once Shipper has notified Overthrust of the imbalance trade.

16.4 Imbalance Payback Option. Subject to available transportation capacity, operational constraints and approval by Overthrust during the remainder of the month after notification of its monthly imbalance, a Shipper may eliminate its prior month's imbalance through either a physical payback or take of gas in lieu of or in connection with imbalance trading. Nominations to reduce the previous monthly imbalance must be specifically designated for that purpose. Overthrust will consider each Shipper's request to exercise its option under this section and will, on a nondiscriminatory basis, and subject to prudent operational practices, honor the request.

16.5 Cash Out. All remaining imbalances at the end of the month will be subject to the following Cash-Out provisions. However, if a Shipper cannot cure an imbalance due to force majeure, Overthrust will extend the time period for the Shipper to pay back an imbalance for a period equal to the length of the force majeure event.

(a) Cash-out volumes are those volumes that remain at the end of the month following the month the imbalance occurred less any imbalance trades and specific payback volumes.

(b) Shippers' imbalance shall be cashed out at a price calculated by multiplying the imbalance by the applicable rates as determined below.

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Original Sheet No. 93 Original Sheet No. 93 : Effective

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(c) Determination of cash-out price. The cash-out price or index shall be adjusted subject to a premium of \$1.00/Dth for volumes owed to Overthrust and subject to a discount of \$1.00/Dth for volumes owed to Shipper. Overthrust will use the "Inside FERC Gas Market Report" first-of-the-month posting for Questar Pipeline published for the first of the month following final determination of the cash-out volume. If "Inside FERC Gas Market Report" ceases publication or to the extent prices are not reported for Questar Pipeline, Overthrust will select a similar index or publication and notify Shippers of the selection via Questline.

(d) Overthrust shall credit the account of Shipper for any cash-out amounts due Shipper.

(e) Shipper shall pay Overthrust for any cash-out amounts due Overthrust.

(f) Upon payment or crediting of the appropriate cash-out amounts, Shipper's imbalance will be reduced to zero.

16.6 Credit of Penalty and Cash-Out Revenues. Any penalty or cash-out revenues that exceed gas purchase and incremental administrative costs will be credited to all non-offending Shippers in proportion to the revenue contribution from each non-offending shipper for the month in which the imbalance occurred, using the following process:

(a) Excess amounts collected during the period January through June will be credited in March of the following year.

(b) Excess amounts collected during the period July through December will be credited in September of the following year.

16.7 Imbalances on Inactive Contracts. If Shipper fails for a period of 60 days to make a nomination on an existing service agreement with an outstanding imbalance, Overthrust shall, after notification to Shipper, either purchase or sell Shipper's imbalance inclusive of the $\pm 10\%$ imbalance tolerance and cashed out pursuant to § 16.5 above. Excess revenues will be credited according to § 16.6 above.

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16.8 Balancing at Service Agreement Termination. Following the termination of its agreement, Shipper shall correct any remaining cumulative imbalance in receipts and deliveries within 30 days after notification by Overthrust that an excess or deficiency exists. If at the end of the 30-day period there remains an imbalance that has not been eliminated by Shipper, Overthrust shall purchase or sell Shipper's imbalance inclusive of the $\pm 10\%$ imbalance tolerance and cashed out pursuant to § 16.5 above. Excess revenues will be credited according to § 16.6 above.

16.9 Unauthorized Receipt or Delivery of Gas. If a Shipper delivers gas to Overthrust or takes gas from Overthrust and (i) has made no nomination under an existing service agreement or (ii) has no valid service agreement, then Overthrust may impose the unauthorized overrun charge set forth on the Statement of Rates. In addition, upon determination that such unauthorized action has been taken by a Shipper, Overthrust may take action to terminate such unauthorized use of its system.

16.10 Imbalances with Other Parties. Overthrust shall not be responsible for eliminating any imbalances between Shipper and any other party, including without limitation any volume imbalances that accrue between distribution companies and specific end users or between producers and distribution companies or end users. Furthermore, Overthrust shall not be obligated to adjust or deviate from its standard operating and accounting procedures in order to alleviate any such imbalances or deficiencies.

16.11 Third Party Imbalance Management. Overthrust will allow shippers to obtain imbalance-management service from a third-party provider (TPP) subject to the following:

(a) All transactions involving the physical payback of gas or trading of imbalances on Overthrust's system must comply with the terms and conditions of Overthrust's tariff.

(b) The trading or curing of imbalances may only involve procedures that are provided for in Overthrust's tariff.

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(c) Shippers will not be permitted to trade imbalances in any manner that will increase a shipper's imbalance on Overthrust's system.

(d) Trading of imbalances may only be between imbalances on Overthrust's system.

(e) When a shipper desires to physically repay or take deliveries of gas, either the shipper or the TPP must have the necessary transportation, storage, receipt and delivery point capacity to allow for the delivery of the gas.

(f) Neither the shipper nor the TPP may transport or trade gas to which they do not hold title.

(g) Shipper shall remain primarily liable for its imbalances under the provisions of § 16 of Overthrust's tariff governing the curing of imbalances.

(h) The TPP will not be permitted to act as a shipper's agent until Overthrust has received written notice from shipper. Shippers agree to be bound by all transactions conducted by the TPP in the shipper's name.

16.12 Maintenance of System Integrity. Nothing in this section limits Overthrust's right to take action as may be required, including the issuance of OFOs, 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 customers. The declaration to the affected parties of OFOs, critical periods, and/or critical notices shall describe the conditions and the specific responses required from the affected parties.

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Superseding: Original Sheet No. 96

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17. BILLING AND PAYMENT

17.1 On or before the 9th business day of each month, Overthrust shall furnish to Shipper a monthly invoice for the preceding month (including any other applicable charges). Unless otherwise agreed, transportation invoices shall state the net billing rate, rather than the maximum discount tariff rate and the discount amount. Overthrust shall provide a schedule showing volumes of gas (in Mcf) and heat content (in MMBtu) received and delivered, including FGRP quantities and any imbalance. Shipper's imbalance statement will be included in this billing. Invoices shall be based on actuals (if available) or best available data. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities.

17.2 On or before the 9th business day of each month, Overthrust shall bill Shipper for any applicable additional facility charges due according to the executed transportation service agreement between Overthrust and Shipper.

17.3 When information necessary for billing purposes is in the control of Shipper, Shipper shall furnish such information to Overthrust on or before the 5th business day of the month with respect to deliveries of gas during the previous month.

17.4 Shipper and Overthrust shall have the right to examine, at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of the statement, charge, or computation made under or pursuant to any of the provisions.

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17.5 Shipper shall pay Overthrust, at its general office, or at such other address as Overthrust shall designate, the amount due for the preceding month within ten days of the date of the bill rendered under this section. Shipper must submit supporting documentation; Overthrust shall apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail shall be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two business days of the payment due date. Shipper must identify invoice number(s) on all payments.

17.6 Failure to Pay.

(a) If Shipper fails to make timely payment of any part of the amount of any bill, the unpaid amount shall be deemed late, and Overthrust shall charge interest from the date payment is due until the actual date of receipt of payment. The interest shall be compounded quarterly until paid.

(b) Interest shall be calculated at the current rate prescribed by 18 C.F.R. § 154.501(d).

(c) Overthrust shall bill Shipper for any interest due in its next billing to Shipper, and Shipper will pay the amount due according to this section. Overthrust will not bill for interest that totals less than \$5.00 for a Shipper's aggregate delinquent bill. Overthrust may waive the interest on late payment made within five days of the due date. If an uncontested bill remains unpaid for 30 days or more after payment is due, Overthrust, in addition to any other remedy it may have, may, after giving Shipper 15 days' written notice, suspend further receipt and delivery of gas for Shipper until full payment for all service rendered to date plus interest is made.

(d) Overthrust shall not curtail, or shall cease curtailing, under this provision if Shipper cures any deficiency or provides any of the following adequate assurances: (i) payment in advance for three (3) month's service; (ii) a standby irrevocable letter of credit drawn upon a bank acceptable to Overthrust; (iii) a security interest in collateral provided by the Shipper found to be satisfactory to Overthrust; or (iv) guarantee by a person or another entity which satisfies Overthrust's creditworthiness requirements.

17.7 Overthrust will be entitled to recover any reasonable expenses, costs or attorney's fees incurred to recover amounts owed for transportation services rendered by Overthrust from a defaulting party.

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17.8 Any billing or statement may be contested within 180 days from its receipt by Shipper. If invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying basis for the dispute. Overthrust shall have 90 days to provide its rebuttal. This time limit shall not apply in cases of deliberate omission, misrepresentation or mutual mistake of fact.

If Shipper (i) contests all or any part of a bill in good faith, (ii) pays to Overthrust the amounts it concedes to be correct, (iii) provides documentation identifying the basis of the dispute and (iv) within 30 days of a demand made by Overthrust, furnishes a surety bond guaranteeing payment in the amount of the disputed portion of the bill, then Overthrust may not suspend further delivery of gas unless default has occurred under the conditions of the bond. No payment by Shipper of the amount of a disputed bill shall prejudice the right of shipper to claim an adjustment of the disputed bill. Shipper shall pay interest on disputed portions of a bill for which shipper has withheld payment, and which ultimately are found due, according to the provisions of this tariff.

17.9 If an error is discovered in the amount of any bill, the error shall be adjusted within 30 days of the determination that an adjustment is required, provided that the claim for adjustment shall have been made within 180 days from the date of the bill. If it is determined that Shipper has been overcharged, and Shipper has paid the statement containing the overcharge then, within 30 days after the final determination, Overthrust shall refund the amount overcharged with interest at the rate prescribed by 18 C.F.R. § 154.501(d). If it is determined that Shipper has been undercharged, Shipper shall pay the amount undercharged with appropriate interest within 30 days of notice by Overthrust of the amount. Provided, however, no adjustment will be made to any statement more than 24 months from the date of such statement unless disputed within 180 days from its receipt by Shipper. In the event that any portion of a statement is in dispute, payment of the disputed portion shall not be deemed a waiver of the right to contest such disputed portion in any forum having jurisdiction.

17.10 Prior Period Adjustments. Prior period adjustment-time limits shall be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This standard shall not apply in cases of deliberate omission, misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

17.11 Billing For Released Capacity.

(a) A releasing Shipper will be billed the reservation charges associated with the entire amount of the

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releasing Shipper's RDC. A conditional credit for the payment of either volumetric or reservation-charge capacity releases will be applied to the releasing Shipper's bill if, when required, the releasing Shipper has provided the billing information set out in § 17.3. The releasing Shipper will also be billed any negotiated marketing fee.

(b) Overthrust will bill the replacement Shipper based on the rates specified in the service agreement and any other applicable charges. The replacement Shipper must pay the billed amount directly to Overthrust.

(c) If a replacement Shipper fails to pay Overthrust, Overthrust will notify the releasing Shipper that the conditional credit has been reversed and of the amount due, including interest calculated in accordance with 18 C.F.R. § 154.501(d). This amount must be paid by the releasing Shipper. If the replacement Shipper subsequently pays Overthrust, Overthrust will credit the amount received to the releasing Shipper.

17.12 Crediting of Interruptible Transportation Service Revenues. If, during each 12-month period ending December 31, the total of all firm and interruptible revenue exceeds \$4,689,819, Overthrust will credit its firm and eligible interruptible Shippers with 50 percent of interruptible revenues that cause Overthrust's revenues to exceed the \$4,689,819 threshold, net of variable costs. Overthrust's interruptible Shippers will be eligible to share in the annual crediting of interruptible transportation service revenues if their effective transportation rate is greater than the annual interruptible threshold rate. The annual interruptible threshold rate will equal:

\$0.0712 - Total annual interruptible revenues
180,600 Dth * 365 days

The \$0.0712 and 180,600 Dth represent Overthrust's interruptible transportation rate and the firm contract demand, established to be effective April 1, 2001, by settlement in Docket No. RP00-2. Interruptible Shippers will receive credits equal to the actual volume transported for the 12 months multiplied by the excess in the average annual transportation rate paid above the threshold rate. The amount credited to interruptible Shippers will be deducted from the total interruptible transportation revenue for the month and the remaining interruptible transportation revenues.

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will be credited pro rata to the firm Shippers based on each firm Shipper's reservation charge payments. Credits shall be reflected on each eligible Shipper's monthly bill.

Overthrust shall not credit any revenues resulting from interruptible transportation service made possible through a system expansion, or from the occurrence of other costs that are not included in firm charges set forth on the Statement of Rates.

18. FORCE MAJEURE

18.1 If by reason of an event of force majeure either Overthrust or Shipper is rendered unable, wholly or in part, to perform its obligations under a service agreement incorporating these General Terms and Conditions, other than to make payments when due, and if such party gives notice of such event within a reasonable period of time and provides full particulars of such event either in writing, by facsimile or via electronic means after the occurrence of an event of force majeure, 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.

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18.2 No event of force majeure affecting the performance by Overthrust 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 determined under the applicable rate schedule. Any event of force majeure which results in Overthrust's inability to transport all or any portion of Shipper's gas or any event of force majeure which results in Shippers' inability to tender gas to Overthrust for transportation shall not operate to suspend or otherwise affect in any way Shipper's obligation to pay the applicable reservation charge. During any period when receipts are suspended in whole or in part due to force majeure as defined above, Overthrust may use excess capacity created thereby to transport or exchange any other volumes of gas made available to it. Such use of excess capacity shall not interfere with Shipper's right to have its gas transported.

19. RESPONSIBILITY FOR GAS

As between Shipper and Overthrust, Shipper shall be responsible for its gas until such has been delivered to Overthrust at the points of receipt. Overthrust shall be responsible for the gas in any instance while it is in its system between the point of receipt and the point of delivery. After such gas has been delivered to or for the account of Shipper by Overthrust at the point of delivery specified in the service agreement, Shipper shall again be responsible for the gas. The party which shall be responsible for such gas shall bear liability for all injury or damage caused thereby. Notwithstanding anything to the contrary stated in these General Terms and Conditions, Shipper shall indemnify Overthrust for all injury, damage, loss or liability of Overthrust caused by Shipper's delivery of off-specification gas.

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20. WARRANTY

Shipper warrants that it will have at the time of delivery of gas for transportation good title or good right to deliver the gas. Shipper warrants that the gas it delivers shall be free and clear of all liens, encumbrances, and claims whatsoever; that it will indemnify Overthrust and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from any adverse claims of any person to the gas or to royalties, taxes, license fees, or charges which are applicable to such delivery of gas; and that it will indemnify Overthrust and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by the party making delivery.

21. WAIVERS

No waiver by Overthrust or Shipper of any one or more defaults in the performance of any provision hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

22. REGULATIONS

Any service agreement incorporating these General Terms and Conditions, and all terms and provisions included in these General Terms and Conditions, and the respective obligations of Overthrust or Shipper are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction. Nothing shall, or is intended to, restrict, enlarge or affect in any other way the jurisdiction of the FERC.

23. ASSIGNMENTS

Overthrust may pledge or charge its interest under a service agreement under the provisions of any mortgage, deed of trust, indenture, security agreement, loan agreement, or similar instrument which it executes. Shipper shall not assign any of its rights under a service agreement incorporating these General Terms and Conditions unless it first shall have obtained the consent of Overthrust in writing. Shipper may not pledge or charge its interest under a service agreement under the provisions of any mortgage, deed of trust, indenture, security agreement, loan agreement or similar instrument which it executes without the consent in writing of Overthrust. No person which shall

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succeed by purchase, merger or consolidation to the properties of Shipper shall be entitled to any part of the interest of Shipper under its service agreement without the written consent of Overthrust.

24. SHIPPER'S FAILURE TO COMPLY WITH TERMS

Should Shipper fail to comply with the terms of its transportation service agreement and the General Terms and Conditions of this FERC Gas Tariff, Overthrust will, after obtaining appropriate abandonment authorization from the Commission, terminate service to Shipper.

25. FACILITIES CONSTRUCTION AND REIMBURSEMENT

25.1 When new and/or expanded facilities are required to accommodate receipt and/or delivery of gas under this FERC Gas Tariff, and Overthrust determines that installation of such facilities will be economically beneficial to Overthrust or provide increased business opportunities for Overthrust and will not impair service to any firm Shipper or threaten the integrity of Overthrust's system, Overthrust shall construct such facilities. Overthrust may require Shipper to pay all construction costs, including any filing fees and a reimbursement amount to compensate for federal income tax effects associated with such facilities. Overthrust shall pay the cost of such facilities when the criteria in this section are satisfied.

25.2 Overthrust shall pay for the cost of the modification or construction of facilities required at receipt or delivery point(s) to effectuate the receipt or delivery of natural gas hereunder, when the construction or modification of such facilities is economically beneficial to Overthrust.

For the purposes of determining whether a project to transport gas is economically beneficial to Overthrust, Overthrust shall evaluate each prospective project based upon the incremental cost of service of the facilities to be constructed by Overthrust, and the incremental revenues that Overthrust estimates will be generated as a result of constructing and/or modifying such facilities.

25.3 In estimating the revenues to be generated, Overthrust will calculate the revenues based upon the applicable transportation rates, exclusive of any surcharges

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such as GRI and ACA charges, and the projected incremental volumes expected to be transported. Overthrust will consider volumes to be incremental if the volumes that will be transported would not otherwise flow through Overthrust's system.

25.4 The economic value of a project shall be determined using the discounted cash flow rate of return methodology. The minimum acceptable rate of return may be published from time to time on Questline and/or on Overthrust's web page.

When the present value of the incremental revenues from the project is greater than the present value of the incremental cost of service, Overthrust will pay for the cost of the contemplated facilities. When the present value of the incremental revenues from the project is less than the present value of the incremental cost of service, Shipper shall pay for the cost of the contemplated facilities.

25.5 Shipper's payment for the cost of the new facility shall include the full cost of the facility, the tax burden created by the payment as well as the tax-on-tax effect generated by such payment. Reimbursement for federal income taxes on Shipper's payment will be computed by first determining the tax-on-tax effect, and then deducting the present value of the future tax benefit provided by the future depreciation of plant involved in the payment for the cost of the new facility.

The tax-on-tax effect will be determined by the product of (a) the dollar amount qualifying as a contribution in aid of construction under the Tax Reform Act of 1986 and (b) the "tax rate" divided by 1 minus the tax rate:

$$\text{i.e., } [(\text{Tax Rate}) / (1 - \text{Tax Rate})]$$

The present value of the tax benefit provided by the future depreciation of plant shall be determined by Overthrust.

25.6 When Overthrust has previously paid for receipt or delivery point facilities under this facilities-reimbursement policy, Shipper shall, nevertheless, promptly pay Overthrust for Overthrust's net book value of such facilities when either of the following events occur: (a) when Overthrust's ability to fully recover such costs is denied in any Section 4 or Section 5 rate proceeding, or (b)

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when Shipper ceases operations at the facilities prior to the end of the contracted term.

25.7 Overthrust shall bill Shipper for reimbursement of additional facilities according to § 17 of these General Terms and Conditions.

25.8 Overthrust and Shipper may mutually agree that Shipper will pay the cost of said facilities even though the addition of said facilities may be economically beneficial to Overthrust or provide increased business opportunities for Overthrust. Further, Overthrust and Shipper may mutually agree to share the cost of said facilities.

25.9 Shipper may contract with Overthrust or a third party to install such facilities, provided, however, that Overthrust shall install all taps and related valves or check valves.

25.10 Shipper shall coordinate the construction of such facilities with Overthrust so that Overthrust may reasonably have inspectors at the site during construction. Shipper assumes full responsibility and liability and agrees to hold Overthrust harmless from any liability of any nature arising from the installation of such facilities by Shipper or by a third party for Shipper.

25.11 Overthrust shall own, operate, and maintain such equipment installed at Shipper's expense unless otherwise agreed to in writing by Overthrust and Shipper. All such facilities owned and operated by Overthrust must include any rights of way necessary to access facilities for inspection and maintenance. Any such facilities constructed by Shipper or third parties must be according to Overthrust's specifications. Overthrust must approve design drawings and bills of materials, and construction shall be subject to approval by Overthrust's inspectors.

25.12 This section pertains to facilities at receipt and delivery points only. It is not intended to limit any party's ownership, operation, installation or payment for facilities upstream of a receipt point or downstream of a delivery point. It is the Shipper's responsibility to assure that all facilities installed and owned by Shipper or any other party upstream of a receipt point or downstream of a delivery point comply with all applicable governmental regulations and design requirements for their intended use (i.e., pressure, control, etc.).

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26. SYSTEM OPERATION

Overthrust may take such action as reasonably necessary to prevent damage to or material deterioration of its transmission system and to maintain the operational integrity of the system.

27. ANNUAL CHARGE ADJUSTMENT

As provided by Commission order dated February 1, 1994, in Docket No. RP94-104 (Overthrust Pipeline Co., 66 FERC ¶ 61,150), the Annual Charge Adjustment has been canceled. Overthrust will recover any annual charges recorded in FERC Account No. 928 in an NGA § 4(e) rate case.

28. STANDARDS OF CONDUCT

Overthrust is an interstate natural gas pipeline company that transports natural gas for others pursuant to Subparts B and G of Part 284 and is or may be affiliated, as that term is defined in 18 C.F.R. § 358, with a marketing or energy affiliate. This section provides the information and procedures required by 18 C.F.R. § 250.16(b) and (c)(1), (2) and (3).

28.1 Shared Personnel and Facilities.

(a) Employees of Questar Pipeline Company (Questar) operate Overthrust. Information on any operating facilities or operating personnel that Questar shares with any of its marketing or energy affiliates will be available on its Internet Web site. Such information will be updated within three business days of any change.

(b) Overthrust shares no facilities or operating personnel with any affiliated marketing or energy affiliate company for which Overthrust conducts any transportation transactions.

28.2 Procedures used to address and resolve complaints by existing and potential Shippers. If Shipper has a concern relating to any request for transportation service

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or any ongoing transportation service, Shipper may request a Shipper Inquiry Form, an example of which is set forth in this tariff at Sheet No. 79. Shipper shall complete the inquiry form and return it to:

Questar Overthrust Pipeline Company
c/o Gary A. Schmitt
Manager of Capacity Marketing and Business Development
Questar Pipeline Company
180 East 100 South
Salt Lake City, UT 84111
FAX: (801) 324-2684

Overthrust shall respond initially within 48 hours of receipt of Shipper's inquiry. Each inquiry will be noted on the transportation request log. Each inquiry shall be investigated, and Overthrust shall inform Shipper in writing within 30 days of receipt of Shipper's inquiry of any action taken. Overthrust shall maintain a separate file for all Shipper inquiries and Overthrust's responses.

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Substitute First Revised Sheet No. 108 Substitute First Revised Sheet No. 108
Superseding: First Revised Sheet No. 108

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29. North American Energy Standards Board (NAESB) Standards

NAESB Standards are business practices and electronic communication standards promulgated by the Wholesale Gas Quadrant (WGQ) of the North American Energy Standards Board (NAESB) and adopted and codified by the Commission in Section 284.12 of its Regulations.

Overthrust specifically incorporates by reference into this FERC Gas Tariff, Version 1.8 of the following NAESB definitions, standards and datasets:

0.2.1 through 0.2.3, 0.3.1, 0.3.2, 0.3.3 through 0.3.10, 0.3.11 through 0.3.15, 0.4.1, 1.2.1, 1.2.2, 1.2.3, 1.2.5, 1.2.8 through 1.2.19, 1.3.2(vi), 1.3.8, 1.3.14 through 1.3.18, 1.3.20, 1.3.21, 1.3.23 through 1.3.25, 1.3.27 through 1.3.32, 1.3.34 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, 2.3.8, 2.3.10 through 2.3.13, 2.3.15 through 2.3.23, 2.3.25 through 2.3.35, 2.3.40 through 2.3.65, 2.4.1 through 2.4.18, 3.1.1, 3.1.2, 3.3.1 through 3.3.8, 3.3.10 through 3.3.14, 3.3.16, 3.3.20 through 3.3.26, 3.4.1 through 3.4.4, 4.1.2 through 4.1.4, 4.1.6, 4.1.7, 4.1.10, 4.1.12, 4.1.13, 4.1.15 through 4.1.24, 4.1.26 through 4.1.40, 4.2.1 through 4.2.20, 4.3.1 through 4.3.3, 4.3.5, 4.3.16 through 4.3.18, 4.3.20, 4.3.22 through 4.3.36, 4.3.38 through 4.3.62, 4.3.65 through 4.3.69, 4.3.72 through 4.3.76, 4.3.78 through 4.3.87, 4.3.89 through 4.3.93, 5.1.1 through 5.1.4, 5.2.2, 5.2.3, 5.3.5, 5.3.7 through 5.3.15, 5.3.17 through 5.3.24, 5.3.26 through 5.3.30, 5.3.33 through 5.3.43, 5.3.46 through 5.3.52, 5.3.55, 5.3.56, 5.3.58 through 5.3.60 and 5.4.1 through 5.4.23, 6.3.3, 6.3.4, 6.5.2, 10.2.1 through 10.2.38, 10.3.1 and 10.3.3 through 10.3.25.

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30. OPERATIONAL FLOW ORDERS (OFO)

30.1 Declaration of OFOs. The declaration to the affected parties of OFOs, critical periods, and/or critical notices shall describe the conditions and the specific responses required from the affected parties.

30.2 Notice Procedures of OFOs. Overthrust will monitor pipeline activity on a continual basis to foresee and forewarn Shippers, where possible, of conditions requiring an OFO, including (i) physical inability to transport gas due to operational constraints, (ii) force majeure as described in the definitions of these General Terms and Conditions and (iii) unexpected operating conditions such as peak demand, Shipper imbalances, weather impacts, impacts caused by interconnecting pipelines, etc. Upon issuance of an OFO, notification will be posted on Overthrust's Informational Postings and Overthrust will support further notification, to be designated by Shipper, through the following channels: (1) up to two internet e-mail addresses provided by Shipper or (2) additional electronic notification designated by Shipper. The notice shall specify (a) the time and date of issuance of the notice, (b) the actions that affected shippers are required to take, (c) the nature of the problem sought to be addressed, (d) the time by which affected shippers must comply with the OFO, (e) the anticipated duration of the OFO (unless otherwise indicated in the notice, the OFO will remain in effect until Overthrust contacts the affected Shippers) and (f) the ongoing status and progress of resolution of the OFO and any other conditions. Shippers must notify Overthrust of the name and telephone number of a person who will be available on a 24-hour basis to receive notice of the issuance of an OFO. After an occurrence of an OFO, Overthrust will provide information as soon as available to its customers on the Informational Postings section of its web site regarding the factors causing the OFO to be issued and released.

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31. NEGOTIATED RATES

31.1 Applicability. Notwithstanding anything to the contrary contained in this tariff, Overthrust may charge a negotiated rate for service under any rate schedule contained in this tariff to any Shipper that has access to service at the rates set forth in the applicable rate schedule as shown on the effective Statement of Rates (recourse rates), and agrees to pay the negotiated rate.

31.2 Negotiated Rate. A negotiated rate shall mean a rate for service where one or more of the individual rate components exceed the maximum charge, or are less than the minimum charge for such components. This shall include a rate derived by a formula where one or more of the individual rate components may exceed the maximum charge, or may be less than the minimum charge.

31.3 Conditions. Implementation of a negotiated rate shall be subject to the following conditions:

(a) Overthrust may, at its option, require that shippers making negotiated-rate bids or negotiated-rate requests for any available capacity first have an existing executed Part 284 service agreement prior to implementing negotiated rates. Overthrust and any Shipper with a Part 284 service agreement, except a Shipper using capacity acquired under a capacity-release arrangement, may mutually agree to convert that service agreement to a service agreement subject to negotiated rates. If only a portion of the capacity under any service agreement will be priced at Negotiated Rates, the original service agreement must first be bifurcated, and recourse rates will continue to apply to the service agreement not subject to the Negotiated Rates.

(b) Shipper had access to service pursuant to this FERC Gas Tariff at the rates set forth on the Statement of Rates at the time of the execution of the transportation service agreement implementing negotiated rates.

(c) Overthrust has filed a tariff sheet advising the Commission of such agreement. The numbered tariff sheet will state the exact legal name of the Shipper, the negotiated rate, other applicable charges, the receipt and delivery points, the volume of gas to be transported and the applicable rate schedule for service provided at a negotiated rate. The tariff sheet will include a statement affirming that the negotiated-rate agreement does not deviate in any material

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aspect from the applicable form of service agreement or Overthrust will file the agreement pursuant to § 154.112(b) of the Commission's Regulations.

31.4. Rate Case Treatment.

(a) Subject to the limitations set forth in subsections (b) and (c) below, Overthrust shall be allowed to seek a discount adjustment to the level of its recourse rates in general rate cases initiated by Overthrust under Section 4 of the Natural Gas Act or by others under Section 5 of the Natural Gas Act. Overthrust shall be allowed to seek inclusion of negotiated rates in discount adjustments whenever the negotiated rate is below the posted maximum rate under the applicable rate schedule for all or part of the 12-month base period and/or the nine-month rate case adjustment period. However, if the negotiated rates were not in effect during the base period, the negotiated rates may still be included in a discount adjustment when they are projected to be in effect at a level below the otherwise applicable maximum recourse rate as of the end of the nine-month rate adjustment period.

(b) The following measures shall serve to limit inappropriate cost shifting from negotiated-rate services to recourse-rate services:

(i) A discount adjustment to recourse rates shall only be allowed to the extent that Overthrust can meet the standards required of an affiliate discount adjustment, including requiring that Overthrust shall have the burden of proving that any discount granted is required to meet competition.

(ii) Overthrust shall be required to demonstrate that any discount adjustment does not have an adverse impact on recourse-rate shippers.

Overthrust may comply with item (ii) above by:

1. Demonstrating that, in the absence of Overthrust's entering into the negotiated-rate agreement, Overthrust would not have been able to contract for the related capacity at any higher rate, and that recourse rates would otherwise be as high or higher than recourse rates that result after applying the discount adjustment; or

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2. Making another comparable showing that the negotiated rate contributes more to fixed costs on the system than could have been achieved without the negotiated rate.

(c) Overthrust shall also have the right to seek discount adjustments in future rate cases at the greater of (a) the negotiated-rate revenues received or (b) the discounted recourse-rate revenues that otherwise would have been received under a pre-existing Part 284 service agreement.

31.5 Bidding for Firm Capacity. Overthrust and Shipper may negotiate, and post for competitive bidding, a rate that exceeds the applicable maximum reservation rate. If competing bids under § 7 of the General Terms and Conditions reflect different rate forms, i.e., negotiated rates vs. recourse rates, Overthrust shall award the capacity, or portion, using the evaluation criteria of § 7 of these General Terms and Conditions; the negotiated reservation charge reflected in such evaluation criteria may not exceed the maximum applicable recourse rate. Overthrust will calculate this value based only on the reservation charge or similar guaranteed revenue stream.

31.6 Agreements Subject to the Right of First Refusal. For purposes of § 9 of these General Terms and Conditions, the highest rate that a Shipper must match in order to continue to receive service is the maximum rate set forth on the Statement of Rates that is applicable to such service. For purposes of evaluating bids under § 9, the value of the bid will be based only on the reservation charge or similar guaranteed revenue stream.

31.7 Capacity Release. Overthrust and Shipper may, in connection with their agreement to a negotiated rate under a firm transportation rate schedule, agree upon payment obligations and crediting mechanisms in the event that capacity release provisions vary from or are in addition to those set forth in § 8 of these General Terms and Conditions. This provision, in and of itself, does not allow Overthrust and Shipper to negotiate the terms and conditions of service.

31.8 Capacity Scheduling. For purposes of allocating capacity under § 15 of these General Terms and Conditions, a Shipper paying a negotiated rate that exceeds the maximum rate for that service will be considered to have paid the maximum rate for such service.

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31.9 Accounting for Costs and Revenues. Allocation of costs to, and recording of revenues from, service at negotiated rates or rate formulas will follow Overthrust's normal practices associated with transportation services provided under this tariff. If Overthrust institutes any revenue tracker or other device to flow through to its Shippers the impact of interruptible or other transportation transactions, the treatment of such tracker of revenues from nonconforming negotiated rates or rate formulas shall be specified in the applicable tariff provision.

31.10 Rate Case Tracking. Overthrust will separately record the volume transported, billing determinants, rate components, surcharges and the revenue associated with its negotiated-rate transactions so that this information can be separately identified, and separately totaled as part of Statements G, I, and J in any applicable rate case filing under § 4(e) of the Natural Gas Act, 15 U.S.C. & § 717(c). Additionally, transactions that originate as discounted pre-existing Part 284 service agreements and are subsequently converted to negotiated-rate agreements will be recorded separately from those transactions originating as negotiated-rate agreements. Overthrust's recovery of surcharges will comport with existing practices.

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32. Discounts.

Types of Discounts. Overthrust may agree, in writing, to allow a variety of discounts between its maximum and minimum rates under any rate schedule in its tariff without undue discrimination. Such discounts may be in addition to a base discount and will not be considered a material deviation from Overthrust's forms of service agreements when Overthrust and Shipper agree that a discount applies. Categories of eligible discounts are as follows:

1. Specified quantities under shipper's service agreement.
2. Quantities above or below a certain level or all quantities if quantities exceed a certain level.
3. A specified relationship to quantities actually transported or stored.
4. During specified periods of the year or over specifically defined periods of time.
5. Specific receipt points, delivery points, zones, pooling areas, transportation routes, markets or other defined geographic areas, or for specific direction of gas flow.
6. Alternate receipt points under shipper's contract when shipper currently has a discount under the contract's primary receipt point.
7. Production reserves, gas supplies or markets committed by a shipper.
8. To achieve an agreed-upon, overall effective rate, with a provision for adjusting the rate components of discounted agreements, if needed, to preserve the agreed-upon overall effective rate, so long as all rate components remain within the applicable minimum and maximum rates specified in the tariff. This provision may apply when a FERC-mandated change in Overthrust's Statement of Rates affects the current rate paid by shipper under a transportation service agreement. The parties may negotiate a rate that as nearly as possible preserves shipper's contractual rate, commencing with the approved Statement of Rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.
9. Quantities conditioned upon implementation and completion of a construction project or acquisition of facilities.

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33. SEGMENTATION OF CAPACITY

Any Shipper, receiving firm transportation service under Rate Schedule FT, may segment its capacity for its own use or for use by a Replacement Shipper. Shippers wishing to segment capacity for their own use may do so on a self-implementing basis through the nomination process.

33.1 Limits of Segmentation.

(a) Individual segmented released-capacity service agreements may not exceed the RDC of the primary receipt-to-delivery flow path of the original, underlying transportation service agreement.

(b) The term of the segmented released capacity may not exceed the term of the segmenting Shipper's transportation service agreement.

(c) Shipper shall not be permitted to segment its firm transportation capacity if such segmentation would limit capacity, or lessen the service, of other firm Shippers.

(d) A Replacement Shipper who has acquired segmented capacity may not re-release that same capacity.

(e) The sum of capacity released in any segment may not exceed the segmenting party's original transportation capacity except in the case of forwardhauls and backhauls to the same delivery point at the same time as provided in § 33.4.

33.2 New Point Capacity Availability. Segmented released capacity is subject to the availability of capacity at the new receipt/delivery points established as a result of the segmentation. Shippers segmenting for their own use will have access to receipt and/or delivery points outside the flow path set by the transportation service agreement primary receipt and delivery points, subject to availability.

33.3 Offer and Bid For Segmentation. A Shipper wishing to segment capacity through capacity release on Overthrust's pipeline system must post a notice via Questline in accordance with § 8. A Shipper wishing to obtain segmented capacity must submit a bid via Questline in accordance with § 8.

Effective Date: 12/15/2007 Status: Effective
FERC Docket: RP08-71-000

First Revised Sheet No. 116 First Revised Sheet No. 116 : Effective
Superseding: Original Sheet No. 116

GENERAL TERMS AND CONDITIONS

33.4 Backhauls/Forwardhauls. Overthrust will permit forwardhauls, up to the contract RDC, and backhauls, up to the contract RDC, to the same delivery point at the same time, subject to capacity availability. If backhauls are permitted, they will be assigned a priority pursuant to § 11.1 (c).

34. APPLICABLE LAW

Any agreement executed pursuant to the terms and conditions of this tariff shall be interpreted according to the laws of the state of Utah without regard to choice of law rule.

35. GAS USE, LOST OR GAINED AND UNACCOUNTED-FOR GAS-REIMBURSEMENT AND TRACKING

35.1. Application. The transportation rates set forth on Overthrust's Statement of Rates do not provide for the recovery of gas used and lost and unaccounted-for gas. Therefore, all shippers tendering gas for transportation service, under Overthrust's capacity lease with Rockies Express Pipeline LLC, under Rate Schedules FT and IT and under negotiated rate agreements will be charged an in-kind Fuel Gas Reimbursement Percentage (FGRP) to reimburse Overthrust for their respective share of gas used, lost, gained or unaccounted-for gas. Overthrust will post a receipt/delivery point matrix no less than five (5) days before the beginning of each month on its web site under Informational Postings. The matrix will include the following components: (1) compressor station gas use which shall be applicable to each shipper's nominated receipt /delivery point pairs that require compression at one or more of Overthrust's compressor stations, (2) miscellaneous transmission system gas use and lost or gained and unaccounted-for gas (ML&U) applicable to all transportation quantities and (3) annual variance adjustment effective during each 12-month period beginning September 1st of each year to amortize the difference between the posted FGRP and the FGRP actually experienced each month. FGRP factors shall be applied to quantities of gas tendered by Shipper. Shipper's total receipt-point nominations must include the amount of gas associated with the FGRP factor.

35.2. Nominated receipt/delivery point combinations that run counter to compressor station designed flow direction or that do not traverse a compressor station shall not be assessed a compressor station FGRP.

35.3. All nominated receipt/delivery point combinations will be subject to the L&U component of the FGRP.

Effective Date: 12/15/2007 Status: Effective
FERC Docket: RP08-71-000

First Revised Sheet No. 117 First Revised Sheet No. 117 : Effective
Superseding: Original Sheet No. 117

GENERAL TERMS AND CONDITIONS

35.4. Calculation. The posted FGRP matrix categories will be calculated as follows:

(a) Projected Monthly Compressor Station Factors. Projected monthly compressor station gas use factors will be calculated for each compressor station based on recent gas measurement data and nominated transportation receipt quantities as follows:

Projected Compressor Station factor = C/MRC

C = Projected monthly compressor station gas use
MRC = Projected monthly compressor station transportation receipt quantities

(b) Projected ML&U Factor. Projected miscellaneous transmission system gas used will be based on recent gas measurement data for gas quantities including, but not limited to, gas used to operate pipeline equipment such as valves and heaters and blow downs not associated with compressor stations. Projected lost, gained or unaccounted-for gas quantities will be calculated by subtracting the physical transmission deliveries, including actual system gas used, from corresponding physical transmission receipts. The projected ML&U factor is calculated as follows:

Projected ML&U Factor = $(MT + L\&U)/MR$

MT = Projected miscellaneous transmission system gas used quantities
L&U = Projected L&U quantities
MR = Projected monthly transportation receipt quantities

First Revised Sheet No. 118 First Revised Sheet No. 118 : Effective

GENERAL TERMS AND CONDITIONS

(c) Separate annual variance adjustment factors will be calculated for each compressor station and for ML&U. Monthly variances will be accumulated in the appropriate accounts. The variance adjustment component of the monthly fuel-gas reimbursement factors will be used to amortize the previous 12 months ended May 31 variance account balance over the 12-month period September 1 through August 31.

Annual Compressor Variance Adjustment Factors = (ACU - CCU + B) / ARC

ACU = Sum of 12 months' actual compressor station use quantities
for period ending May 31
CCU = Sum of 12 months' compressor station quantities collected by
FGRP for period ending May 31
B = Unamortized compressor use balance for prior September 1
through August 31 amortization period
ARC = Projected annual compressor station transportation
receipt quantities

Annual ML&U Variance Adjustment Factor = (AL&U - CL&U + B) / AR

AL&U = Sum of 12 months' actual ML&U quantities for period ending
May 31
CL&U = Sum of 12 months' ML&U quantities collected by FGRP for period
ending May 31
B = Unamortized ML&U balance for prior September 1 through
August 31 amortization period
AR = Projected annual transportation receipt quantities

35.5. Annual filing. Overthrust will file an annual fuel reimbursement report on July 31 of each year that illustrates the application of its fuel reimbursement provision for the 12 months ended May 31 and establishes variance adjustments to be effective during the 12-month period September 1 through August 31 based on the 12 months ended May 31. The fuel reimbursement report will illustrate how the monthly projected fuel percentages were reconciled with actual gas used in transmission-system operations and lost or gained and unaccounted-for gas for the 12 months ended each May 31.

Effective Date: 10/01/2009 Status: Effective

FERC Docket: RP09-1029-003

Original Sheet No. 118A Original Sheet No. 118A

GENERAL TERMS AND CONDITIONS

36. LIABILITY

Overthrust shall not be liable for any loss or damage caused by Overthrust's service or failure to serve, except that, subject to shipper's obligation pursuant to applicable law to mitigate damages, Overthrust may be held liable to Shipper (A) for Shipper's direct damages caused by Overthrust's negligence or (B) for Shipper's direct, indirect, incidental, or consequential loss or damages caused by Overthrust's gross negligence or willful misconduct. Overthrust shall not be liable for any loss, damage or injury due to force majeure, shipper negligence, or actions taken by Overthrust to minimize damage to its facilities or to protect the operational integrity of its pipeline system.

Effective Date: 12/15/2007 Status: Effective

FERC Docket: RP08-71-000

Original Sheet No. 119 Original Sheet No. 119 : Effective

GENERAL TERMS AND CONDITIONS

Shipper Inquiry Form

Name of inquirer

Identification of contract under question

Designation of time period involved

Nature of inquiry or complaint

Signature _____

Title _____

Effective Date: 12/15/2007 Status: Effective

FERC Docket: RP08-71-000

Sheet Nos. 120 - 199 Sheet Nos. 120 - 199 : Effective

GENERAL TERMS AND CONDITIONS

Sheet Nos. 120 through 199 are reserved for future use.

Effective Date: 10/01/2009 Status: Effective
 FERC Docket: RP09-1029-000

First Revised Sheet No. 200 First Revised Sheet No. 200
 Superseding: Original Sheet No. 200

Contract No. _____

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT
 Rate Schedule FT

1. SHIPPER'S NAME AND ADDRESS:

2. SHIPPER'S STATUS:

_____ Local Distribution Company
 _____ Intrastate Pipeline Company
 _____ Interstate Pipeline Company
 _____ End User
 _____ Producer
 _____ Marketer
 _____ Pipeline Sales Operating Unit

3. TRANSPORTATION AUTHORITY

_____ 18 C.F.R. § 284, Subpart G
 _____ 18 C.F.R. § 284, Subpart B (NGPA § 311)
 _____ Transportation on Behalf of: (only applicable to § 311)
 _____ LDC or Intrastate Pipeline Company
 _____ Interstate Pipeline Company or Shipper

4. RATE SCHEDULE FT RESERVED DAILY CAPACITY

_____ Dth/day

5. PRIMARY RECEIPT POINTS

MAP No.	Description	Capacity
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. PRIMARY DELIVERY POINTS

MAP No.	Description	Capacity
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. RATES:

Reservation Charge:

Primary Points

Rec. Location	Del. Location	Type of Charge	Rate \$/Dth/d
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Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-1029-000

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

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule FT
(Continued)

Alternate Points

Rec. Location	Del. Location	Type of Charge	Rate \$/Dth/d
---------------	---------------	----------------	------------------

Usage Charge:

_____ The rate on Overthrust's Statement of Rates.
_____ See additional terms
_____ Authorized Overrun /Dth

Volumetric Rate:

Rec. Location	Del. Location	Type of Charge	Rate \$/Dth/d
---------------	---------------	----------------	------------------

8. ADDITIONAL FACILITIES CHARGES:

_____ None
_____ Lump-sum payment of _____
_____ Monthly fee of _____
_____ See additional terms

9. TERM OF AGREEMENT:

_____ through _____

10. RENEWAL TERM:

_____ None
_____ Month to month
_____ Year to year
_____ Other
This Agreement may be terminated by either party by giving
written notice:
_____ days before the expiration of its primary term.
_____ days before the expiration of any renewal term.

11. ADDITIONAL TERMS:

This Agreement includes all the terms and conditions of Overthrust's FERC Gas
Tariff, First Revised Volume No. 1-A and the terms, conditions and signatures
of Shipper's access agreement with Overthrust.

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-1029-000

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

Contract No. _____

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
Rate Schedule IT

1. SHIPPER'S NAME AND ADDRESS:

2. SHIPPER'S STATUS:

_____ Local Distribution Company (LDC)
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
_____ End User
_____ Producer
_____ Marketer
_____ Pipeline Sales Operating Unit

3. TRANSPORTATION AUTHORITY:

_____ 18 C.F.R. § 284, Subpart G
_____ 18 C.F.R. § 284, Subpart B (NGPA § 311)
_____ Transportation on Behalf of: (only applicable to § 311)
_____ LDC or Intrastate Pipeline Company
_____ Interstate Pipeline Company or Shipper

4. DAILY QUANTITY TO BE TRANSPORTED:

_____ Dth/day

5. USAGE CHARGE:

_____ The rate on Overthrust's Statement of Rates.
_____ See additional terms

Term	Receipt Pt. MAP No.	Delivery Pt. MAP No.	Type of Charge	Usage Rate/ \$/Dth
------	------------------------	-------------------------	-------------------	-----------------------

6. ADDITIONAL FACILITIES CHARGES:

_____ None
_____ Lump-sum payment of _____
_____ Monthly fee of _____
_____ See additional terms

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-1029-000

First Revised Sheet No. 203 First Revised Sheet No. 203
Superseding: Original Sheet No. 203

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
Rate Schedule IT
(Continued)

7. TERM OF SERVICE:

_____ through _____

8. RENEWAL TERM:

_____ None

_____ Month to month

_____ Year to year

_____ Other

This Agreement may be terminated by either party by giving
written notice:

_____ days before the expiration of its primary term.

_____ days before the expiration of any renewal term.

9. ADDITIONAL TERMS:

This Agreement includes all the terms and conditions of Overthrust's FERC Gas
Tariff, First Revised Volume No. 1-A and the terms, conditions and signatures
of Shipper's access agreement with Overthrust.

Effective Date: 04/25/2007 Status: Effective
FERC Docket: RP07-360-000

Original Sheet No. 204 Original Sheet No. 204 : Effective

Contract No. _____
Amendment No. _____

FIRM TRANSPORTATION SERVICE AMENDMENT FORM
Rate Schedule FT

Amended Terms

1. SHIPPER'S NAME AND ADDRESS:

2. RATE SCHEDULE FT RESERVED DAILY CAPACITY

_____ Dth/day

3. TERM OF THE AGREEMENT:

_____ through _____

4. RENEWAL TERM:

_____ None
_____ Month to month
_____ Year to year
_____ Other

This Agreement may be terminated by either party by giving
written notice:

_____ days before the expiration of its primary term.
_____ days before the expiration of any renewal term.

5. PRIMARY RECEIPT POINTS:

_____ Add
_____ Permanent Release

MAP No.	Capacity
_____	_____
_____	_____
_____	_____

6. PRIMARY DELIVERY POINTS:

_____ Add
_____ Permanent Release

MAP No.	Capacity
_____	_____
_____	_____
_____	_____

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-1029-000

First Revised Sheet No. 205 First Revised Sheet No. 205
Superseding: Original Sheet No. 205

FIRM TRANSPORTATION SERVICE AMENDMENT FORM
Rate Schedule FT
(Continued)

7. RATES:

Reservation Charge:
Primary Points

Rec. Location	Del. Location	Type of Charge	Rate \$/Dth/d
---------------	---------------	----------------	------------------

Alternate Points

Rec. Location	Del. Location	Type of Charge	Rate \$/Dth/d
---------------	---------------	----------------	------------------

Usage Charge:

_____ The rate on Overthrust's Statement of Rates.
_____ See additional terms _____
_____ Authorized Overrun _____ /Dth

Volumetric Rate:

Rec. Location	Del. Location	Type of Charge	Rate \$/Dth/d
---------------	---------------	----------------	------------------

8. EFFECTIVE DATE OF CHANGES:

_____, 20_____

9. ADDITIONAL TERMS AND CONDITIONS:

This Agreement includes all the terms and conditions of Overthrust's FERC Gas Tariff, First Revised Volume No. 1-A and the terms, conditions and signatures of Shipper's Access Agreement with Overthrust.

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-1029-000

First Revised Sheet No. 206 First Revised Sheet No. 206
Superseding: Original Sheet No. 206

Contract No. _____
Amendment No. _____

INTERRUPTIBLE TRANSPORTATION AMENDMENT FORM
Rate Schedule IT
Amended Terms

1. SHIPPER'S NAME AND ADDRESS:

2. QUANTITY TO BE TRANSPORTED:

_____ Dth/day

3. TERM OF THE AGREEMENT:

_____ through _____

4. RENEWAL TERM:

_____ None

_____ Month to month

_____ Year to year

_____ Other: _____

This Agreement may be terminated by either party by giving
written notice:

_____ days before the expiration of its primary term.

_____ days before the expiration of any renewal term.

5. USAGE CHARGE:

_____ The maximum rate on Overthrust's Statement of Rates.
_____ See additional terms

Term	Receipt Pt. MAP No.	Delivery Pt. MAP No.	Type of Charge	Usage Rate \$/Dth
------	------------------------	-------------------------	-------------------	----------------------

6. EFFECTIVE DATE OF CHANGES:

_____, 20_____

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-1029-000

First Revised Sheet No. 207 First Revised Sheet No. 207
Superseding: Original Sheet No. 207

INTERRUPTIBLE TRANSPORTATION AMENDMENT FORM
Rate Schedule IT
Amended Terms
(Continued)

7. ADDITIONAL TERMS AND CONDITIONS:
This Agreement includes all the terms and conditions of Overthrust's
FERC Gas Tariff, First Revised Volume No. 1-A and the terms, conditions
and signatures of Shipper's Access Agreement with Overthrust.

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-1029-000

First Revised Sheet No. 208 First Revised Sheet No. 208
Superseding: Original Sheet No. 208

QUESTLINE ACCESS AGREEMENT

THIS QUESTLINE ACCESS AGREEMENT (Agreement) is entered into the ____ day of _____, _____, by and between Questar Overthrust Pipeline Company (Overthrust), a Utah corporation with offices at 180 East 100 South, Salt Lake City, Utah 84111, and (Shipper) a _____ with offices at _____. Overthrust and Shipper may be referred to collectively as the Parties and singularly as a Party.

THE PARTIES AGREE AS FOLLOWS:

1. Overthrust has developed proprietary computer software programs and their contents known as Questline (Questline) that facilitate interactive electronic contracting, capacity release, capacity allocation, nominations, confirmations, imbalance trading, billing, notifications, and reporting on Overthrust's natural gas transmission pipeline system (Transmission System).

2. Shipper requests remote access to certain portions of Questline and its contents in order to transact business on Overthrust's Transmission System. By accessing Questline, Shipper, including its employees and agents, agrees to be bound by all of the terms and conditions of this Agreement, including Overthrust's Gas Tariff currently on file with the Federal Regulatory Energy Commission (Tariff), which is deemed incorporated into this Agreement by this reference. All access to and use of Questline and its contents shall be governed by this Agreement, including Overthrust's Tariff.

3. Subject to compliance with the terms and conditions of this Agreement, Overthrust grants to Shipper, and Shipper accepts from Overthrust, a limited, non-exclusive, nontransferable license, during the term of this Agreement, restricted to named users to access designated portions of Questline and its contents solely for Shipper's own internal transportation and storage business transactions on Overthrust's Transmission System. Overthrust reserves the right to determine what portion of Questline shall be made available to Shipper. Shipper's use of Questline may be monitored and recorded. Unusual activity that may indicate a compromised computer or account may result in immediate account termination and further detailed investigation.

4. Shipper shall not sublicense, sell, transfer, publish, disclose, display, or otherwise make available any part of Questline or its contents to any third party. Shipper shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or make derivative works arising out of, related to, or in connection with Questline.

5. Shipper shall not delete, remove, modify, or obscure any copyright, trademark, trade name, or other proprietary notices displayed on Questline, and shall not allow any third party to take any such action.

QUESTLINE ACCESS AGREEMENT
(Continued)

6. Overthrust or its third party licensors solely and exclusively own all right, title, and interest in and to Questline and its contents, including all patents, copyrights, trade secrets, trademarks, and other intellectual property therein.

7. Shipper expressly acknowledges that by accessing Questline it shall be made aware of proprietary and confidential property of Overthrust, its affiliates, or its licensors, including without limitation customers, services, products, processes, operations, the location of pipeline facilities, present and contemplated activities, as well as logon, password, or other controlled access information (collectively Confidential Information). Shipper shall protect the Confidential Information with at least the same degree of care it uses to protect its own confidential information, but not less than a reasonable degree of care. Shipper shall use the Confidential Information only for the purposes stated in this Agreement. Shipper shall not disclose the Confidential Information to any third party, except on a confidential basis to its employees or agents whose access is required to carry out the purposes of this Agreement, who have been advised of the confidential nature of the information, and who are each bound by an obligation of confidentiality, enforceable by Shipper, to protect the Confidential Information. The confidentiality obligations of this paragraph shall not apply to any information that is:

- a. generally available to the public through no act of Shipper;
- b. independently developed by Shipper without use of or reference to the Confidential Information;
- c. lawfully received from a third party without breach of this Agreement; or
- d. disclosed pursuant to law, judicial order, or government regulation so long as Shipper promptly notifies Overthrust prior to disclosure to provide Overthrust with time to take actions necessary to protect its interests.

This paragraph shall survive termination of this Agreement.

8. Shipper shall ensure that its employees and agents shall only use the logon, password, and other controlled access to which they have been assigned in connection with Questline and its contents. Upon termination of any employee or agent, or their need for access to Questline, Shipper shall immediately notify Overthrust in writing and discontinue use of that logon and password.

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-1029-000

First Revised Sheet No. 210 First Revised Sheet No. 210
Superseding: Original Sheet No. 210

QUESTLINE ACCESS AGREEMENT
(Continued)

9. Shipper shall immediately inform Overthrust by telephone at the telephone numbers identified on its Website (www.questarpipeline.com) if Shipper learns of any apparent breach of security, such as loss, theft, or unauthorized disclosure, use, or possession of the Confidential Information, including without limitation Shipper's logon, password, or other controlled access information. Shipper shall be fully responsible for any unauthorized disclosure of Questline's Confidential Information by its employees and agents. Shipper shall fully cooperate with Overthrust in pursuing all remedies available to Overthrust against unauthorized use.

10. Shipper may adjust the number of licensed users, delete licensed users, or designate other licensed users pursuant to a written Request for User Access to Questline, in the form attached as Exhibit A, incorporated into this Agreement by reference, issued by Shipper and submitted to Overthrust.

11. Once Shipper has executed and returned this Agreement, Overthrust shall provide Shipper with logon, password, or other controlled access information. However, before Shipper shall be allowed to transact business on Questline, Shipper must comply with Overthrust's creditworthiness requirements set out in Overthrust's Tariff. Shipper shall be fully responsible and liable for all transactions conducted on Questline using Shipper's logon, password, or other controlled access information.

12. If Shipper desires to participate in imbalance trading procedures on Questline, Shipper specifically consents to Overthrust posting on Questline the information regarding Shipper's imbalances outlined in Overthrust's Tariff.

13. Subject to the restrictions on use and disclosure set forth in this Agreement, Shipper may print and make a reasonable number of copies of the contents on Questline solely for Shipper's internal use in transacting business on Questline. Shipper shall reproduce and include copyright, other proprietary right, or confidential notices on and in all copies. Upon termination of this Agreement, Shipper shall destroy all documents that it possesses containing any Confidential Information of Overthrust in whatever medium those documents exist and shall not retain any copies of such documents.

14. Shipper shall be responsible for supplying all hardware and other equipment in order to access Questline.

15. ACCESS TO AND USE OF QUESTLINE AND ITS CONTENTS ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY, OR INDEMNITY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, OR SYSTEM

QUESTLINE ACCESS AGREEMENT
(Continued)

INTEGRATION. SUBJECT TO THE PROVISIONS OF SECTION 16, SHIPPER ASSUMES ALL RISK AS TO THE ACCURACY, COMPLETENESS, SECURITY, AVAILABILITY, QUALITY, AND PERFORMANCE OF QUESTLINE AND ITS CONTENTS, INCLUDING ALL LIABILITY ARISING FROM ACCESS TO QUESTLINE THROUGH SHIPPER. THIS PARAGRAPH WILL SURVIVE TERMINATION OF THIS AGREEMENT.

16. NEITHER OVERTHRUST NOR ANY OF ITS PARENT COMPANY(S), AFFILIATES, OR SUBSIDIARIES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, SHALL BE LIABLE TO SHIPPER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES OF ANY KIND ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH SHIPPER'S USE, INABILITY TO USE, OR RELIANCE ON QUESTLINE OR ITS CONTENTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, EXCEPT THAT, SUBJECT TO SHIPPER'S OBLIGATION PURSUANT TO APPLICABLE LAW TO AVOID OR MITIGATE DAMAGES, OVERTHRUST MAY BE HELD LIABLE TO SHIPPER (A) FOR SHIPPER'S DIRECT DAMAGES FROM THE USE OF OR INABILITY TO USE QUESTLINE TO THE EXTENT SUCH DAMAGES ARE CAUSED BY THE NEGLIGENCE OF OVERTHRUST IN ITS OPERATION OF QUESTLINE OR (B) FOR SHIPPER'S DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM THE USE OF OR INABILITY TO USE QUESTLINE TO THE EXTENT SUCH DAMAGES ARE CAUSED BY OVERTHRUST'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN ITS OPERATION OF QUESTLINE. OVERTHRUST WILL NOT BE LIABLE TO SHIPPER FOR INPUTS OR ACTIONS OF THIRD PARTIES. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

17. (a) This Agreement shall commence on the date first written above and remain in full force and effect until terminated:

- (i) by either Party for its convenience upon one day's written notice to the other Party;
- (ii) immediately by Overthrust for Shipper's breach of this Agreement; or
- (iii) by Overthrust according to the procedures set forth in Section 2.7 of the General Terms and Conditions of Part 1 of Overthrust's Tariff.

(b) Upon termination of this Agreement, Shipper shall immediately discontinue access to and all use of Questline and its contents. Shipper shall also destroy any documents, in whatever medium those documents exist, that contain any Confidential Information of Overthrust, including without limitation logon, password, or other controlled access information, and shall not retain any copies of such documents.

18. All notices concerning this Agreement, other than the day-to-day communications between the Parties, shall be in writing and shall be sent to the relevant address set forth below. The Parties may designate other addressees or addresses by notice to the other Party. A notice shall be deemed effective (a) when given by hand delivery; (b) three days after deposit

Effective Date: 10/01/2009 Status: Pending
FERC Docket: RP09-1029-002

Second Sub. First Revised Sheet No. 211 Second Sub. First Revised Sheet No. 211
Superseding: Substitute First Revised Sheet No. 211

QUESTLINE ACCESS AGREEMENT
(Continued)

INTEGRATION. SHIPPER ASSUMES ALL RISK AS TO THE ACCURACY, COMPLETENESS, SECURITY, AVAILABILITY, QUALITY, AND PERFORMANCE OF QUESTLINE AND ITS CONTENTS, INCLUDING ALL LIABILITY ARISING FROM ACCESS TO QUESTLINE BY THIRD PARTIES THROUGH SHIPPER. This paragraph shall survive termination of this Agreement.

16. NIETHER OVERTHRUST NOR ANY OF ITS PARENT COMPANY(S), AFFILIATES, OR SUBSIDIARIES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, SHALL BE LIABLE TO SHIPPER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES OF ANY KIND ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH SHIPPER'S USE, INABILITY TO USE, OR RELIANCE ON QUESTLINE OR ITS CONTENTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, EXCEPT OVERTHRUST MAY BE HELD LIABLE TO SHIPPER FOR SHIPPER'S DIRECT DAMAGES FROM THE USE OF QUESTLINE TO THE EXTENT SUCH DAMAGES ARE CAUSED BY THE NEGLIGENCE OF OVERTHRUST IN ITS OPERATION OF QUESTLINE AND ARE NOT OTHERWISE AVOIDABLE BY SHIPPER. IN ADDITION, OVERTHRUST MAY BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO THE EXTENT SUCH DAMAGES ARE CAUSED BY OVERTHRUST'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OPERATING QUESTLINE AND ARE NOT AVOIDABLE BY SHIPPER. This paragraph shall survive termination of this Agreement.

17. (a) This Agreement shall commence on the date first written above and remain in full force and effect until terminated:

- (i) by either Party for its convenience upon one day's written notice to the other Party;
- (ii) immediately by Overthrust for Shipper's breach of this Agreement; or
- (iii) by Overthrust according to the procedures set forth in Section 2.7 of the General Terms and Conditions of Part 1 of Overthrust's Tariff.

(b) Upon termination of this Agreement, Shipper shall immediately discontinue access to and all use of Questline and its contents. Shipper shall also destroy any documents, in whatever medium those documents exist, that contain any Confidential Information of Overthrust, including without limitation logon, password, or other controlled access information, and shall not retain any copies of such documents.

18. All notices concerning this Agreement, other than the day-to-day communications between the Parties, shall be in writing and shall be sent to the relevant address set forth below. The Parties may designate other addressees or addresses by notice to the other Party. A notice shall be deemed effective (a) when given by hand delivery; (b) three days after deposit into the U.S. mail, postage prepaid; or (c) one business day after deposit with commercial overnight delivery service, charges prepaid.

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-1029-003

Substitute Original Sheet No. 212 Substitute Original Sheet No. 212
Superseding: Original Sheet No. 212

QUESTLINE ACCESS AGREEMENT
(Continued)

into the U.S. mail, postage prepaid; or (c) one business day after deposit with commercial overnight delivery service, charges prepaid.

Questar Pipeline Company
Attn: General Manager, Marketing and Business Development, Mailstop QB501
180 East 100 South (84111)
P. O. Box 45360
Salt Lake City, UT 84145-0360

Attn: -
-
-
-
-

19. This Agreement shall be governed by and construed in accordance with the laws of Utah, excluding any choice of law provisions that would otherwise require application of laws of any other jurisdiction. In the event it becomes necessary for either Party to enforce its rights under this Agreement, then with or without litigation, the prevailing Party shall be entitled to recover all reasonable expenses, including attorney fees and costs, arising out of the enforcement of its rights.

20. The failure of a Party to require the performance of a term or obligation under this Agreement, or the waiver by a Party of any breach, shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach under this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom charged.

21. Shipper shall not, in whole or in part, assign its rights or delegate its obligations under this Agreement without the prior written consent of Overthrust, and any attempt to do so without consent shall be void. This Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors and assigns.

22. If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such provision. Each provision shall be deemed enforceable to the fullest extent available under applicable law.

23. This Agreement, together with expressly incorporated documents, contains the entire agreement between the Parties concerning the subject matter, and it replaces and supersedes any and all prior or contemporaneous, oral or written, agreements, understandings, communications, and representations between the Parties. Any terms or conditions contained in any confirmation, statement, or other ordering document that differ or vary the terms of this Agreement are null and void and shall have no effect between the Parties. This Agreement may not be amended except in writing signed by both Parties.

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-1029-000

Original Sheet No. 213 Original Sheet No. 213

QUESTLINE ACCESS AGREEMENT
(Continued)

24. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement effective as of the date first written above.

(Shipper)

QUESTAR OVERTHRUST PIPELINE COMPANY

By:
Name:
Title:

By: _____
Name: _____
Title: _____

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-1029-000

Original Sheet No. 214 Original Sheet No. 214

QUESTLINE ACCESS AGREEMENT
(Continued)

EXHIBIT A

REQUEST FOR USER ACCESS TO QUESTLINE

This Request for User Access to Questline (User Agreement) is part of and subject to the Questline Access Agreement (Agreement) between Questar Overthrust Pipeline Company (Overthrust) and the entity identified in the signature block below (Shipper).

Pursuant to this User Agreement, Shipper requests Overthrust to provide or terminate access for the employee(s) or agent(s) designated by Shipper below and for the portions specified below on Overthrust's proprietary computer software programs and their contents known as Questline in order to transact transportation and storage business on behalf of Shipper on Overthrust's natural gas transmission pipeline system.

1. User Name: _____
FIRST and LAST NAME (Please print) Telephone _____

Check all that apply:
Request Type

Add user
 Delete user
 Change user profile

Transaction Services Profile
 Contracting
 Nominations
 Balancing
 Imbalance Trade Administration
 Confirmations
 On-line Invoicing
 Critical Notices
 Non-Critical Notices
 Capacity Release

2. User Name: _____
FIRST and LAST NAME (Please print) Telephone _____

Check all that apply:
Request Type

Add user
 Delete user
 Change user profile

Transaction Services Profile
 Contracting
 Nominations
 Balancing
 Imbalance Trade Administration
 Confirmations
 On-line Invoicing
 Critical Notices
 Non-Critical Notices
 Capacity Release

INTENDING TO BE LEGALLY BOUND, Shipper has caused this User Agreement to be executed by its authorized representative effective as of the date written below

Shipper: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Instructions:
If you have any questions, please contact Overthrust at 801-324-5280 or 801-324-2963.
Shipper may designate additional users and changes by printing and completing additional forms.
Submit the completed, executed User Agreement to Questar Pipeline Company, Transportation Customer Service Department, Mailstop QB501, P.O. Box 45360, Salt Lake City, Utah 84145-0360.

This User Agreement is subject to acceptance by Overthrust.

